

- b. Vehicles
  - i. Driver Ed Car



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania, 17557  
Office: 717-354-4901

## Customer Proposal

---

Prepared for:

Budget

Prepared by:

Jordan DiClemente  
Office: 717-354-4901  
Email: [jdiclemente@newhollandauto.com](mailto:jdiclemente@newhollandauto.com)

Date: 09/30/2016

Vehicle: 2017 Fusion SE  
4dr FWD Sedan



COSTARS : \$ 19,277  
+ brake = 150  

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Total : \$ 19,427

Please call to review/confirm preferred options and quote.



New Holland Auto Group  
 508 West Main Street, New Holland, Pennsylvania,  
 17557  
 Office: 717-354-4901

2017 Fusion, Sedan  
 4dr FWD Sedan SE(POH)

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
POH	Base Vehicle Price (POH)	\$23,730.00
<b>Packages</b>		
200A	Equipment Group 200A	\$0.00
	- Option Discount	-\$490.00
	<i>Includes:</i> - Engine: 2.5L IVCT - Transmission: 6 Speed Automatic - Tires: P235/50R17 BSW All Season - Wheels: 17" Premium Painted Luster Nickel - Cloth Front Bucket Seats Includes 10-way power driver seat with 2-way power lumbar (fore/aft, up/down with recline, tilt) and 6-way power passenger seat (fore/aft, up/down with recline). - Radio: AM/FM Stereo/MP3/Single-CD Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition system, 911 Asslst, 4.2" LCD screen, AppLink and one smart-charging USB port. - SiriusXM Radio Includes 6-month prepaid subscription. Service not available in Alaska or Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.	
<b>Powertrain</b>		
997	Engine: 2.5L IVCT	Included
44W	Transmission: 6 Speed Automatic	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: P235/50R17 BSW All Season	Included
64H	Wheels: 17" Premium Painted Luster Nickel	Included
<b>Seats &amp; Seat Trim</b>		
D	Cloth Front Bucket Seats	Included
	<i>Includes 10-way power driver seat with 2-way power lumbar (fore/aft, up/down with recline, tilt) and 6-way power passenger seat (fore/aft, up/down with recline).</i>	
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo/MP3/Single-CD	Included



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2017 Fusion, Sedan  
 4dr FWD Sedan SE(POH)

## Selected Options (cont'd)

Code	Description	MSRP
	<p><i>Includes 6 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- SYNC Communications &amp; Entertainment System</li> <li>- Includes enhanced voice recognition system, 911 Assist, 4.2" LCD screen, AppLink and one smart-charging USB port.</li> <li>- SiriusXM Radio</li> </ul> <p><i>Includes 6-month prepaid subscription. Service not available in Alaska or Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i></p>	
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Upfit Options</b>		
NHA	New Holland Auto Advantage  <i>FREE - Completely Detailed Vehicle</i> <i>FREE - Delivery to Your Location</i> <i>FREE - Full Tank of Fuel</i> <i>FREE - PA Municipal Tags</i>	\$0.00
SUBTOTAL		\$23,240.00
Destination Charge		\$875.00
TOTAL		\$24,115.00

COSTARS Pricing Next Page





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 Office: 717-354-4901

**2017 Fusion, Sedan**  
 4dr FWD Sedan SE(POH)

## Pricing - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$23,730.00
Options & Colors		-\$490.00
Upfitting		\$0.00
Destination Charge		\$875.00
<b>Subtotal</b>		<b>\$24,115.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
26-039	COSTARS #26-039 Passenger Vehicle Discount	-\$4,838.00
<b>Total</b>		<b>\$19,277.00</b>
Add Second Brake Pedal: + \$150		
Yes or No		

Customer Signature \_\_\_\_\_

Acceptance Date \_\_\_\_\_

Please call to review/confirm preferred options and quote.

**Available Options Next Page(s)**

b. Vehicles

- ii. Food Service Van



New Holland Auto Group  
508 West Main Street, New Holland, Pennsylvania, 17557  
Office: 717-354-4901

## Customer Proposal

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**Prepared for:**

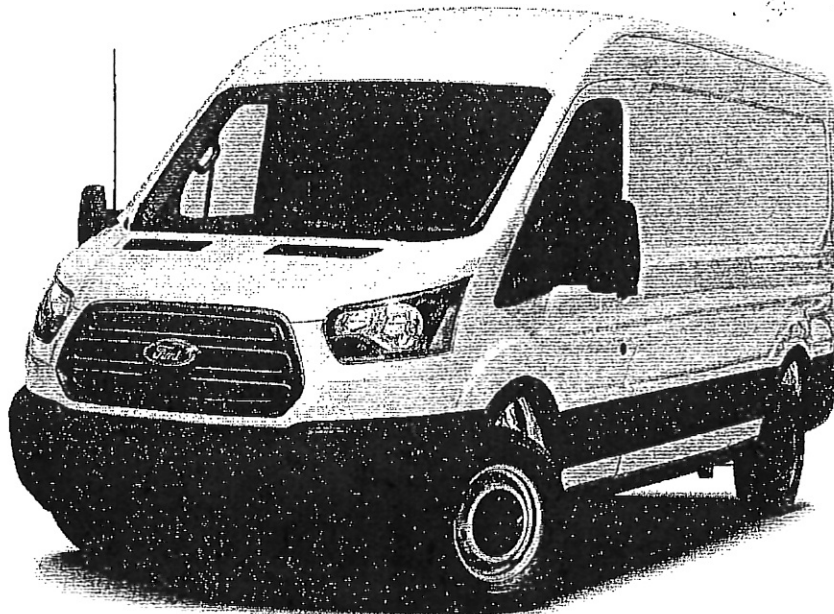
Mr. Eric Forsyth  
Director of Administrative Services, East  
Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301  
Office: 570-424-8500  
Fax: 570-424-7846  
Email: eric-forsyth@esasd.net

**Prepared by:**

Jordan DiClemente  
Office: 717-354-4901  
Email: jdiclemente@newhollandauto.com

**Date:** 10/04/2016

**Vehicle:** 2017 Transit-150 Base  
Medium Roof Cargo Van 130" WB



Please call to review/confirm preferred options and quote.



New Holland Auto Group  
 508 West Main Street, New Holland, Pennsylvania,  
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 Office: 717-354-4901

2017 Transit-150, Medium Roof Cargo Van  
 Medium Roof Cargo Van 130" WB Base(E1C)

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
E1C	Base Vehicle Price (E1C)	\$31,940.00
<b>Packages</b>		
101A	Order Code 101A  <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 Includes SEIC capability. - 3.73 Axle Ratio - Transmission: 6-Speed Automatic w/OD & SelectShift - GVWR: 8,600 lbs - Tires: 235/65R16C AS BSW - Wheels: 16" Steel w/Black Hubcaps - Dual Bucket Seats - Includes 2-way manual (fore/aft/recline) driver and front-passenger seats and driver-side armrest. Does NOT include heated seats. - Driver & Front Passenger-Side Front Airbags - Safety Canopy Side-Curtain Airbags - Vinyl Front Bucket Seats - Radio: AM/FM Stereo Includes digital clock and audio input jack. - 4 Front Speakers No rear speakers.	N/C
<b>Powertrain</b>		
99M	Engine: 3.7L Ti-VCT V6  <i>Includes SEIC capability.</i> <i>Includes:</i> - 3.73 Axle Ratio	Included
446	Transmission: 6-Speed Automatic w/OD & SelectShift	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 8,600 lbs	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 235/65R16C AS BSW	Included
STDWL	Wheels: 16" Steel w/Black Hubcaps	Included
<b>Seats &amp; Seat Trim</b>		
21G	Dual Bucket Seats  <i>Includes 2-way manual (fore/aft/recline) driver and front-passenger seats and driver-side armrest.</i> <i>Does NOT include heated seats.</i> <i>Includes:</i> - Driver & Front Passenger-Side Front Airbags - Safety Canopy Side-Curtain Airbags	Included
V	Vinyl Front Bucket Seats	Included

## Other Options



New Holland Auto Group  
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2017 Transit-150, Medium Roof Cargo Van  
 Medium Roof Cargo Van 130" WB Base(E1C)

## Selected Options (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
153	Front License Plate Bracket	N/C
	Standard in states requiring two license plates and optional in all others.	
58U	Radio: AM/FM Stereo <i>Includes digital clock and audio input jack. Includes: - 4 Front Speakers - No rear speakers.</i>	Included
16E	Front and Rear Vinyl Floor Covering <i>Includes wheel well cover and rear/side scuff plates.</i>	\$245.00
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
VK_01	Pewter	N/C
<b>Primary Colors</b>		
YZ_01	Oxford White	N/C
<b>Upfit Options</b>		
NHA	New Holland Auto Advantage <i>FREE - Completely Detailed Vehicle FREE - Delivery to Your Location FREE - Full Tank of Fuel FREE - PA Municipal Tags</i>	\$0.00
SUBTOTAL		\$32,185.00
Destination Charge		\$1,195.00
TOTAL		\$33,380.00

COSTARS Pricing Next Page



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 508 West Main Street, New Holland, Pennsylvania,  
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2017 Transit-150, Medium Roof Cargo Van  
 Medium Roof Cargo Van 130" WB Base(E1C)

## Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$31,940.00
Options & Colors		\$245.00
Upfitting		\$0.00
Destination Charge		\$1,195.00
<b>Subtotal</b>		<b>\$33,380.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	
25-117	COSTARS #25-117 Municipal Vehicle Discount	-\$8,631.00
<b>Total</b>		<b>\$24,749.00</b>

Customer Signature \_\_\_\_\_

Acceptance Date \_\_\_\_\_

Attached Dejana Quote for the Partition and the Durarac  
 slide out shelving for you to review

Please call to review/confirm preferred options and quote.

Available Options Next Page(s)

b. Vehicles

iii. Maintenance Truck

Prepared For:  
 Eric Forsyth  
 East Stroudsburg School District

Prepared By:  
 Steve Dragon  
 Faulkner Fleet Group  
 705 Autopark Blvd  
 West Chester, PA 19382  
 Phone: (610) 436-5600  
 Fax: (610) 436-4202  
 Email:  
 thefleetdragon@faulknerauto.com

## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### **SELECTED MODEL & OPTIONS**

#### **SELECTED MODEL - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
TG33803	2017 GMC Savana Commercial Cutaway 3500 Van 159"	\$29,550.00	\$27,481.50

#### **SELECTED VEHICLE COLORS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

##### **CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>BODY CODE</b>			
ZW9	BODY, STANDARD (STD)	\$0.00	\$0.00
<b>REAR WHEEL CONFIGURATION</b>			
R05	WHEEL CONFIGURATION, REAR, DUAL (STD) (Not available with (C4M) 9900 lbs. (4490 kg) GVWR, (JFF) 10,100 lbs. (4581 kg) GVWR or (JL4) StabillTrak.)	\$0.00	\$0.00
<b>EMISSIONS</b>			
NE1	EMISSIONS, CONNECTICUT, DELAWARE, MAINE, MARYLAND, MASSACHUSETTS, NEW JERSEY, NEW YORK, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT AND WASHINGTON STATE REQUIREMENTS	\$0.00	\$0.00
<b>ENGINE</b>			
L96	ENGINE, VORTEC 6.0L V8 (342 hp [255.0 kW] @ 5400 rpm, 373 lb-ft of torque [503.6 N-m] @ 4400 rpm) (Includes external oil cooler. Reference the Engine/Axle page for availability.)	\$995.00	\$905.45
<b>TRANSMISSION</b>			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:



Prepared For:  
Eric Forsyth  
East Stroudsburg School District

Prepared By:  
Steve Dragon  
Faulkner Fleet Group  
705 Autopark Blvd  
West Chester, PA 19382  
Phone: (610) 436-5600  
Fax: (610) 436-4202  
Email:  
thefleetdragon@faulknerauto.com

## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### **SELECTED MODEL & OPTIONS**

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

#### **CATEGORY**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>	<b>Invoice</b>
<b>TRANSMISSION</b>			
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler (STD) (Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>GVWR</b>			
9N2	GVWR, 10,050 LBS. (4559 KG) (STD) (Requires (R05) dual rear wheel configuration. Not available with (YF1) RV Package or (R04) single rear wheel combination. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>AXLE</b>			
GT4	REAR AXLE, 3.73 RATIO (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR or (YF2) Ambulance Package. Reference the Engine/Axle page for availability.)	\$0.00	\$0.00
<b>PREFERRED EQUIPMENT GROUP</b>			
1WT	3500 VAN PREFERRED EQUIPMENT GROUP Includes Standard Equipment	\$0.00	\$0.00
<b>WHEELS</b>			
QT4	WHEELS, 6 - 16" X 6.5" (40.6 CM X 16.5 CM) 8-LUG PAINTED STEEL, HEAVY DUTY (STD) (Only available with (R05) dual rear wheel configuration)	\$0.00	\$0.00
<b>FRONT TIRES</b>			
XHF	TIRES, FRONT LT225/75R16E ALL-SEASON, BLACKWALL (STD) (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR and (R05) dual rear wheel configuration. Jack and spare tire equipment bracket are not included.)	\$0.00	\$0.00
<b>REAR TIRES</b>			
YHF	TIRES, REAR LT225/75R16E ALL-SEASON, BLACKWALL (STD) (Requires (9N2) 10,050 lbs. (4559 kg) GVWR or (C7N) 12,300 lbs. (5579 kg) GVWR and (R05) dual rear wheel configuration. Jack and spare tire equipment bracket are not included.)	INC	INC
<b>PAINT SCHEME</b>			
ZY1	PAINT, SOLID	\$0.00	\$0.00
<b>PAINT</b>			

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Customer File:

Prepared For:  
Eric Forsyth  
East Stroudsburg School District

Prepared By:  
Steve Dragon  
Faulkner Fleet Group  
705 Autopark Blvd  
West Chester, PA 19382  
Phone: (610) 436-5600  
Fax: (610) 436-4202  
Email:  
thefleetdragon@faulknerauto.com

## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### **SELECTED MODEL & OPTIONS**

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

#### **CATEGORY**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>	<b>Invoice</b>
<b>PAINT</b>			
GAZ	SUMMIT WHITE	\$0.00	\$0.00
<b>SEAT TRIM</b>			
93G	MEDIUM PEWTER, CUSTOM CLOTH SEAT TRIM	\$0.00	\$0.00
<b>SEATING ARRANGEMENT</b>			
ZX2	SEATING ARRANGEMENT, DRIVER AND FRONT PASSENGER HIGHBACK BUCKET includes head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal air bag.)	\$0.00	\$0.00
<b>AIR CONDITIONING</b>			
C60	AIR CONDITIONING, SINGLE-ZONE MANUAL (Not available with (R6G) air conditioning delete.) (STD)	\$0.00	\$0.00
<b>RADIO</b>			
US8	AUDIO SYSTEM, AM/FM STEREO WITH CD/MP3 PLAYER USB port, seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), TheftLock, random select, auxiliary jack and 2 front door speakers	\$150.00	\$136.50
<b>ADDITIONAL EQUIPMENT</b>			
ZQ2	CONVENIENCE PACKAGE, POWER WINDOWS AND DOOR LOCKS (Includes (AU3) power door locks and (A31) power windows. Included with (YF1) RV Package. Not available with (9T7) passenger side door delete. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)	\$475.00	\$432.25
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR (Included with (YF2) Ambulance Package.)	\$325.00	\$295.75
DHC	MIRRORS, OUTSIDE WIDE-STANCE SAIL PANEL MOUNTED (VELVAC). Provides Velvac convex combination RH and LH outside rear view mirrors that are sail panel mounted with arms that provide a wide stance. Mirrors can be utilized with bodies that are up to 96 inch width. Mirrors provide a 63.3 sq. inch flat glass positioned over a 30.1 sq. inch convex glass within a common head. Mirrors are shipped loose in vehicle (Not available with (B3D) School Bus Package.)	\$250.00	\$227.50

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## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### **SELECTED MODEL & OPTIONS**

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

#### **CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>ADDITIONAL EQUIPMENT</b>			
USR	AUDIO SYSTEM FEATURE, USB PORT (Included and only available with (U0H) AM/FM stereo with MP3 player, (US8) AM/FM stereo with MP3 compatible CD player or (UI8) Color Touch Navigation radio with IntelliLink.)	INC	INC
AS5	SEATS, FRONT BUCKET WITH CUSTOM CLOTH TRIM, HEAD RESTRAINTS AND INBOARD ARMRESTS (Requires (**G) trim. Not available with SEO (ZP0) driver and passenger seat delete. Includes only driver high-back bucket seat with Custom Cloth trim when ordered with (ZX1) driver-only high-back bucket seating arrangement. Includes (BA3) engine cover console with swing-out bin.)	\$70.00	\$63.70
BA3	CONSOLE, ENGINE COVER with swing-out storage bin (Included with (AS5) Custom Cloth front bucket seats and (YF1) RV Package.)	INC	INC
AU3	DOOR LOCKS, POWER with lock-out protection (Included with (ZQ2) Convenience Package. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)	INC	INC
A31	WINDOWS, POWER (Included and only available with (ZQ2) Convenience Package.)	INC	INC
ATG	REMOTE KEYLESS ENTRY with 2 transmitters and remote panic button (Requires (AU3) power door locks. Not available with (B3D) School Bus Package.)	\$170.00	\$154.70
D31	MIRROR, INSIDE REARVIEW MANUAL DAY/NIGHT (Included with (YF1) RV Package or (B3D) School Bus Package.)	\$10.00	\$9.10
VQ2	FLEET PROCESSING OPTION	\$0.00	\$0.00
<b>DEALER INSTALLED / PROCESSING OPTIONS</b>			
<u>.Costars</u>	Dealer mark up per PA Costars contract.	\$0.00	\$495.00
<u>.PSI</u>	PA State Inspection and Emissions	\$0.00	\$98.50

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## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### ***SELECTED MODEL & OPTIONS***

---

#### **SELECTED OPTIONS - 2017 Fleet/Non-Retail TG33803 3500 Van 159"**

---

#### **CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>	<u>Invoice</u>
<b>OPTIONS TOTAL</b>		<b>\$2,445.00</b>	<b>\$2,818.45</b>

An underlined code indicates that the options have been applied by the dealer. All sales prices established solely by dealer.

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East Stroudsburg School District

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West Chester, PA 19382  
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thefleetdragon@faulknerauto.com

## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### ***PRICING SUMMARY***

---

#### PRICING SUMMARY - 2017 Fleet/Non-Retail TG33803 3500 Van 159"

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	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$29,550.00	\$27,481.50
Total Options:	\$2,445.00	\$2,818.45
Vehicle Subtotal	\$31,995.00	\$30,299.95
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$1,195.00	\$1,195.00
<b>GRAND TOTAL</b>	<b>\$33,190.00</b>	<b>\$31,494.95</b>

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Fax: (610) 436-4202  
Email:  
thefleetdragon@faulknerauto.com

## 2017 Fleet/Non-Retail GMC Savana Commercial Cutaway 3500 Van 159" T

### QUOTE WORKSHEET

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#### QUOTE WORKSHEET - 2017 Fleet/Non-Retail TG33803 3500 Van 159"

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Invoice	\$27,481.50
Destination Charge	\$1,195.00
Optional Equipment	\$2,818.45
Dealer Advertising	\$0.00
Customer Discount	(\$297.95)
Body/Upfit	\$14,653.00
GM Bid Assistance	(\$6,500.00)
Taxable Price	\$39,350.00
TOTAL	\$39,350.00

---

Customer Signature / Date

---

Dealer Signature / Date

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Customer File:

October 26, 2016 3:00:04 PM

Page 7

c. Levin Legal Group Representation Agreement



**LEVIN LEGAL GROUP**

**ATTORNEYS AT LAW**  
Phone 215.938.6378  
Fax 215.938.6375

**MICHAEL IRA LEVIN**  
**ANNE E. HENDRICKS**  
**ALLISON S. PETERSEN**  
**TAMMY J. SCHMITT**  
**PAUL J. CIANCI**  
**CRAIG D. GINSBURG**  
**DAVID W. BROWN**  
**RICHARD B. GALTMAN**  
**MICHAEL G. GREENFIELD**  
**JAMES J. MUSIAL**

October 13, 2016

**VIA FIRST CLASS MAIL & VIA EMAIL** (william-riker@esasd.net)

Dr. William R. Riker, Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Re: Representation in Administrative Appeals

Dear Dr. Riker:

We are pleased to submit this letter which summarizes our relationship with the East Stroudsburg Area School District ("District") as legal counsel. The District has asked us to represent it in an administrative appeal pending before the Pennsylvania Department of Education relative to a requested withholding by Commonwealth Connections Charter School. The following paragraphs describe our understanding of the terms and objectives of our engagement as legal counsel for the District and the nature and scope of the services we will provide.

**Our Responsibilities and Services.**

We will provide those legal services that the District requests us to provide and that we agree to provide, which may include the following:

1. Representation of the District in adversarial proceedings;
2. Attendance at meetings, including executive sessions and committee meetings;
3. Advising the District administration and/or board of material information consistent with our duties representing the District;
4. Investigation of facts for the purpose of rendering legal advice;
5. Issuance of opinion letters;
6. Preparation of contracts, requests for proposals and invitations to bid;
7. Preparation of legal notices;
8. Preparation of resolutions necessary for the business and affairs of the District;



9. Preparation of grant applications;
10. Review and/or preparation of school board policies or administrative guidelines;
11. Acting either as advisor to the school board or prosecuting attorney at school board hearings;
12. Providing legal advice and recommendations with respect to issues and matters brought to the our attention, including such matters as governance, finance, property, pupils, employees, liability, construction, litigation, contracts, civil rights, and applicable law, regulations and ordinances;
13. Working with and cooperating with other legal counsel that may be retained by the District;
14. Working with and cooperating with other professionals retained by the District, including the architect, financial advisor and construction manager;
15. Negotiating contracts, administrative compensation plans, or collective bargaining agreements;
16. Providing legal seminars or training to the school board, the administration and/or to other staff;
17. Providing summaries of contracts or insurance policies;
18. Reviewing new legislation and reporting on requirements any such legislation may impose upon the District;
19. Conducting legal audits of one or more of the District's practices and/or policies; and
20. Such other services that may be requested or required from time-to-time by the District.

For purposes of assignments to us, we may rely upon any request by any "Authorized Representative." For purposes of this engagement letter, "Authorized Representative" means and includes each individual who (i) is expressly designated orally, electronically or in writing or otherwise by District to act on behalf of District with respect to one or more services, (ii) actually acts on behalf of District with respect to any services, or (iii) has apparent authority to act for District, by course of dealing or otherwise with respect to any services.

With respect to adversarial proceedings for which we are requested by you or your insurance carrier to represent you or any of your officials or employees (hereinafter referred to collectively or individually as "you"), we will aggressively represent you within ethical and professional standards; and, unless instructed otherwise by you, we will take all action that we believe is necessary and reasonably calculated to advance your interests. We will file such pleadings, motions, applications, petitions and appeals as are necessary to advance and/or to protect the District's interests, unless instructed otherwise by applicable authority. You agree that we may take such actions.

We will provide the services that you request and that we agree to provide in accordance with the professional standards to advance the interests of the District, subject to the following understandings:

1. We will not perform services that we have not been asked to perform;
2. When performing our services under this engagement, we will rely on the facts provided to us by you and will not undertake an independent investigation of the facts unless specifically requested to do so by you;
3. We will advise you if a particular service cannot be provided because we do not believe that we have sufficient competency in the applicable area of the law;

4. We will not provide services where we may be prohibited from providing such services in accordance with the Rules of Professional Responsibility due to such things as a conflict of interest that might exist with respect to a particular matter; and
5. When negotiating a contract on behalf of the District, we will always seek to obtain provisions that are commercially reasonable, unless instructed otherwise by the District.

In all instances, we will comply with the Pennsylvania Rules of Professional Responsibility and other applicable law and in all instances we will be acting in the capacity as legal counsel for the District.

### **The District's Responsibilities**

The District is responsible for making all records and related information available to us and for the accuracy and completeness of that information. This responsibility includes the establishment and maintenance of adequate records and internal controls, including monitoring ongoing activities, the selection and application of practices and policies, and document retention and retrieval practices. The District is responsible for correcting any incorrect information that may have been provided to us. The District agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment and handling of matters we are handling. The District also agrees to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

The District is responsible for the design and implementation of programs, practices, policies, protocols and controls to prevent violation of law. In addition, the District is also responsible for identifying and ensuring that the District complies with applicable laws and regulations and advises us if it has knowledge of any situation related to our services that does not comply with applicable law. Further, we will assume that the District has taken action to implement our recommendations unless the District has advised us differently.

The District is responsible for notifying us when it decides not to carry out our recommendations or when not carrying out or implementing our recommendations in the way that we advise. Such notification shall be in writing. The District is also responsible for asking us if it has any questions about our recommendations, if it desires to explore options for the handling of any matter, or if it wants a description of the pros and cons of proceeding in a particular manner.

***Litigation Hold.*** We wish to remind you that the District has certain responsibilities to preserve evidence with respect to administrative and judicial proceedings. In this regard, the District has a duty to preserve and protect any and all paper and electronic records, documents and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to any existing or future litigation once you know or reasonably should know that litigation exists or will be filed. This includes arbitration, administrative proceedings and court proceedings of any nature. Evidence includes paper documents and records and all forms of electronic evidence, including text messaging, IM, emails, social media, etc. The obligation includes keeping and maintaining electronic records and files in their electronic form without change. If the District fails to keep and safeguard evidence that is or may be relevant or that may lead to relevant evidence, the District and involved employees and officials may be subject to sanctions, which can be severe.

## **Engagement Administration**

As engagement partner, I will be responsible for supervising the engagement and the work performed by us.

The District will provide us access to personnel of the District, as necessary, to enable us to perform our work. We will ask that your personnel, to the extent possible, provide the necessary records and data to enable us to do our work. We may have to have meetings or access to records to perform our services properly and the District will provide those items to us.

Auditing standards generally accepted in the United States of America require that we communicate certain matters related to the conduct of our services to your auditors. It is understood that our communication with your auditors is part of the services that we are required to provide. In addition, there are certain matters that might require our disclosure of the information to the board of school directors, such as willful violations of legal requirements that are material; serious difficulties that we encountered in dealing with management related to the performance of our services; any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the consolidated financial statements or our report; major issues that were discussed with management in connection with our services; and other matters as considered necessary or required to be communicated under professional standards.

## **Scope of Our Work**

With respect to those services that you request us to perform and that we expressly agree to perform, we will consult with you about your objectives, and, when appropriate, the means of achieving them in accordance with applicable law and the ethical rules governing lawyers. We shall endeavor to keep you advised of the status of your matter to the extent necessary to enable you to make informed decisions. We will provide competent representation of your interests. Expressions on our part concerning the probable outcome of our representation will reflect our best professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time that they are expressed. There may be many factors that affect the outcome of any matter and over which we have no control—such as the recollection or testimony of any particular witness.

Our work, opinions and deliverables will be based on our interpretation of applicable federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities (hereinafter referred to as "applicable law"), in effect when we provide our work, opinions or other deliverables. All of these authorities are subject to change, and such change may be retroactive or prospective in effect. We assume no responsibility to either advise you or to update our work, conclusions, or deliverables for changes in respect to federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities. Stated another way, we assume responsibility for our work when our work is performed, but we assume no responsibility for changes in applicable law after our work is performed.

### **Aspects of Third Party Payor Engagements**

Examples of Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on your behalf. In such a situation, the firm will represent you solely with regard to covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservation of rights letter from the payor. In the event that a dispute arises between you and the payor regarding the payor's obligations to you or any other matter, we will not be able to represent you in that dispute, nor will we be able to represent the payor in any such dispute. If we become aware of a possible dispute regarding the payor's obligations to you, we will notify you of that fact so that you may seek separate counsel as to that matter.

You should understand that we may be required to make regular report to the payor concerning the engagement. Such reports may include information regularly developed in the course of the engagement, unless for some reason you specifically instruct us not to forward some confidential information to the payor. Such an instruction may, depending on the terms of the agreement between you and the payor, affect the payor's obligations to indemnify you or to pay your legal fees and costs.

You waive any privilege so as to allow us to provide the information requested or required to such payors.

### **Aspects of Multiple Client Engagements**

If it unusual that we will be asked to represent multiple clients in a particular matter involving the school district. However, if the situation arises and we are asked to represent a number of clients as a group, including you, we recommend that each client consult separate counsel to represent that client's individual interests with respect to the client's individual current or potential issues. We particularly urge you to consult separate counsel concerning any matter in which you perceive that your interests may conflict with the interests of other clients. We also expect and encourage you to consult with such individual counsel at any time and on any matter on which you wish to receive specific and individually tailored advice. We will provide information regarding the engagement to such individual counsel as part of our services to the group. We also expect that any such counsel will assist in identifying conflicts that may arise in the course of our work and will inform us appropriately, and we will advise such member of the group of clients with respect to such conflicts. Our work in this type of engagement is to represent all of the members of the group as a group collectively. Consequently, we will not promote or advocate the interests of any one or more members of the group individually. There may be issues related to a group engagement that would affect one or more members of the group differently due to unique circumstances of which we may or may not be aware, and where conflicts or disparate interests arise, it may be necessary or appropriate for any of the members of the group to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all clients in the group, we may not know facts specific to any one member of the group, and we may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all clients in the group informed on a regular basis about our work for the entire group of clients.

## Document Retention

It is our policy to keep records electronically and that such electronic records related to this engagement will be retained for three (3) years after the completion of a matter. We do not keep any original District documents; therefore, if you desire that we return the original records to you, we will be pleased to do so. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You agree that upon the expiration of the three year period, we shall be free to destroy any records related to this engagement.

## Engagement Fees

Our fees are as follows:

<b>Rate</b>	<b>Attorneys</b>
\$190.00/hr.	Michael I. Levin
\$180.00/hr.	Anne Hendricks, Allison Petersen, Craig Ginsburg, Paul Cianci, David Brown, Tammy Schmitt, Richard Galtman and James Musial
\$170.00/hr.	Michael Greenfield

In addition to fees, we charge for certain out-of-pocket costs when necessary, such as filing fees, overnight or express mail, witness fees, expert fees, overnight travel, in-house copying at the rate of \$.10 per page, large copying jobs performed outside the firm, courier services, computer-assisted legal research that is not included in our comprehensive basic plan; and court stenographers. We do not charge for secretarial time, computer-assisted legal research that is within our comprehensive basic service, usual office overhead and regular postage.

We charge fees "portal-to-portal."

Attorneys newly hired by us will be placed on the appropriate fee tier taking into account their experience level. In addition, attorneys identified above may be increased in their tier assignment.

We are approved defense counsel for a number of insurance carriers that have rate agreements with us that may vary from the rates above. When we work on a matter that is covered by such insurance, we will comply with applicable litigation guidelines and billing arrangements which may differ from those set forth above.

## Other Engagement Matters and Limitations

### (a) Management Functions

We will **not** perform management functions or make management decisions on your behalf. However, we will provide advice and recommendations to assist management and/or the board, as may be applicable, in performing their respective functions and making decisions.

### (b) E-mail

During the course of our engagement, we or you may need to transmit confidential information electronically to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. You agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between us and outside specialists or other entities engaged by either you or us.

Although e-mail is an efficient method of communication, it is not necessarily a fool-proof method. For a variety of reasons, an e-mail may not be received or posted to an inbox, as opposed to the "junk-box," for example. An e-mail may be inadvertently deleted. Therefore, we cannot take assignments by exclusively by email. If there is anything that you need us to do, you need to talk to a "live" person and ensure that we have notice of what you want us to do for you. Unless we specifically respond to an email, you may not assume that we received the email or will take action pursuant to an email request. The disclaimers in this paragraph are intended for your protection as well as our protection. We want to avoid any possibility that an assignment or request is missed because of the shortcomings of email.

(c) Contract Forms and Recommendations

No contract form or generic contract should be utilized for any particular transaction without the advice of counsel. Changes or modifications may have to be made to address individual circumstances or changes in the law with regard to a particular transaction. A contract prepared by us for a particular transaction shall not be used for another or different transaction without first consulting with counsel and making necessary or appropriate changes or modifications. Renewals of contracts should not be undertaken without first determining whether changes in the law or changed circumstances may require changes or modifications to the contract.

(d) Disputes

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

(e) Limitations on Damages and Indemnification

Except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the Levin Legal Group, relating to the services it has provided, the District agrees to indemnify, defend and hold harmless the Levin Legal Group and its attorneys from and against any and all liabilities incurred or suffered by or asserted against the Levin Legal Group or any of its attorneys in connection with any third party claims to the extent such assertions, claims or liabilities relate to the work or services performed by the Levin Legal Group for or on behalf of the District. The terms of this provision shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence or intentional act), but these terms shall not apply to the extent finally determined to be contrary to applicable law or regulation. These terms shall also continue to apply and shall survive termination of this agreement or

termination of the services of the Levin Legal Group. This paragraph does not apply to any claims that the District may have against the Levin Legal Group.

(f) Legal Actions

The District accepts and acknowledges that any legal proceedings by the District arising from or in connection with the services provided by the Levin Legal Group under this Agreement or engagement must be commenced within one (1) year from the date the services were performed, without consideration as to the time of discovery of any claim.

(g) Miscellaneous

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors, and assigns of you and us. If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter and return it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your attorneys; we trust that our association will be a long and pleasant one.

Very truly yours,  
**LEVIN LEGAL GROUP, P.C.**

*Michael I. Levin*

Michael I. Levin

This letter correctly sets forth the understanding of the East Stroudsburg Area School District

ACCEPTED:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

cc: Christopher Brown, Esquire (via email to [chris@dirvonas.com](mailto:chris@dirvonas.com))  
Jeffrey Bader (via email to [jeffrey-bader@esasd.net](mailto:jeffrey-bader@esasd.net))

d. Tax Collector Compensation



TAX COLLECTOR COMPENSATION RATE 2014-15 TO 2017-18  
11/2/2016

	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Act 1 Index		1.9%	2.4%	2.5%
Rate	\$ 1.69	\$ 1.72	\$ 1.76	\$ 1.81

Board set the rate to be \$1.69/bill in 2014-15 and to increase each year by the Act 1 Index

## RESOLUTION

Be it resolved, that the annual compensation for elected tax collectors for the 2014-2015 through the 2017-2018 tax years for the collection of regular, interim and installment real estate taxes and other local taxes as may be adopted by the Board of Education of the East Stroudsburg Area School District shall be set for tax collectors to be elected at the 2013 municipal elections at a rate of 1.69 per school bill issued for each municipality on the tax duplicates for the collection of 2014-2015 school real estate taxes.

And, be it further resolved, that the above rate per school bill is to be adjusted annually for each year after by the same percentage as the statewide Act 1 index as published by the Pennsylvania Department of Education.

And, be it further resolved, that the above rate per school bill shall apply to each installment payment collected from those taxpayers who choose to pay by installment.

And, be it further resolved, that the School District shall provide and/or pay for tax bill printing, postage, books, forms and computer calculation of the tax bills, as well as paying premiums required for the proper and necessary bonds for the tax collectors. Said expenditures shall be approved by the School District prior to their being incurred. Each tax collector shall make available his/her duplicate and bank statements for audit by the District independent auditors as needed. Each tax collector shall order the necessary supplies after District approval shall check and mail all tax bills and perform all other duties prescribed by law.

And, be it further resolved, that it is the intention of the School District (in cooperation with the local municipalities and county governments) to provide the tax collectors with equipment, training and Internet and/or web connections in order to implement a uniform computerized system for the collection of taxes. Any equipment, software, and the like, which are so provided by the School District shall remain the property of the District and shall be returned to the District at the end of each tax collector's term. In the event that such uniform system is implemented, each tax collector shall be required to utilize such a system for record keeping, reporting, or other duties which are otherwise required to be performed by this Resolution or by law on a manual basis.

And, be it further resolved, that, in accordance with Act 2000-104, Section 4.1, the tax collectors shall be required to obtain ten (10) hours of continuing education during each year. The School District shall reimburse the tax collectors the actual cost of said program upon evidence of the successful completion of the program.

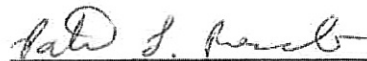
And further, that each tax collector shall make prompt deposits into a zero balance non-interest bearing account maintained in the name of the tax collector at the depository of the School District. Funds shall then be swept from these accounts into the general fund of the District with all bank charges being borne by the District. Monies received by the tax collectors shall not exceed five thousand dollars (\$5,000.00) before being deposited. All tax collectors shall follow School District procedures for the collection and settlement of tax duplicates.

And further, that each tax collector shall perform all other duties and comply with all other responsibilities and/or obligations as set forth within the Pennsylvania Public School Code of 1949 and the Pennsylvania Local Tax Collection law of 1945 and as heretofore and/or hereafter amended.

And further, that this Resolution shall be posted at the School District and the Monroe and Pike County Courthouses prior to February 15, 2013.

This Resolution was adopted under Section 35 of the Act of May 24, 1945 (P.L. 1050, No. 394), as amended, at a meeting of the Board of Education of the East Stroudsburg Area School held January 28, 2013.

I, Patricia Rosado, Secretary of the Board of Education of the East Stroudsburg Area School District, hereby certify that the above is a true and correct copy of a resolution adopted by said Board on January 28, 2013.



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

g. 2017-18 Library Book Budget

## East Stroudsburg Area School District

Building	Total 17/18 Budget Request	17/18 Enrollment Projection	Recommended Library Expend/Student	Proposed Library Book & Periodicals Budget	Percentage of Budget Allocation	2016-17 Additional Budget Allocation
Resica	\$ 69,525	515	\$ 28.70	\$ 14,780.50	21.3%	\$ 9,932.50
JM Hill	\$ 62,100	460	\$ 28.70	\$ 13,202.00	21.3%	\$ 12,729.80
Smithfield	\$ 41,310	306	\$ 28.70	\$ 8,782.20	21.3%	\$ 9,057.10
Middle Smithfield	\$ 72,225	535	\$ 28.70	\$ 15,354.50	21.3%	\$ 11,309.20
Bushkill	\$ 53,055	393	\$ 28.70	\$ 11,279.10	21.3%	\$ 7,433.60
East Stroudsburg Elementary	\$ 90,315	669	\$ 28.70	\$ 19,200.30	21.3%	\$ 14,973.80
JT Lambert	\$ 138,330	954	\$ 31.50	\$ 30,051.00	21.7%	\$ 20,992.50
Lehman	\$ 89,610	618	\$ 31.50	\$ 19,467.00	21.7%	\$ 13,447.50
South HS	\$ 337,250	1,349	\$ 35.00	\$ 47,215.00	14.0%	\$ 30,115.00
North HS	\$ 254,250	1,017	\$ 35.00	\$ 35,595.00	14.0%	\$ 20,455.00
<b>TOTAL</b>	<b>\$ 1,207,970</b>			<b>\$ 214,926.60</b>	<b>17.8%</b>	<b>\$ 150,446.00</b>

- i. PlanCon K – GO Bonds 2013 Rate Renegotiation



**The PFM Group**

Public Financial Management, Inc.  
PFM Asset Management LLC  
PFM Advisors

One Keystone Plaza  
Suite 300  
North Front & Market Streets  
Harrisburg, PA 17101-2044

717-232-2723  
717-233-6073 fax  
www.pfm.com

November 8, 2016

Mr. Jeff Bader  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Dear Jeff,

The Department of Education has requested that PlanCon K be completed for the East Stroudsburg Area School District's G.O. Bond, Series of 2013 Rate Modification. Enclosed are the PlanCon K documents which need to be submitted to PDE. Prior to submitting, Page K-1 must be executed. PDE requests that you do not submit double-sided copies. The fully executed packet of documents can be sent to the following address for processing:

Mr. James Grant  
Division of School Facilities  
Pennsylvania Dept. of Education  
333 Market Street, 4th Floor  
Harrisburg, PA 17126-0333

Please fax or email a copy of the fully executed page K01 to my attention for my records. If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads 'Jamie L. Doyle'.

Jamie L. Doyle  
Managing Director

JLD/gw

Enclosures

**PART K: PROJECT REFINANCING  
BOARD TRANSMITTAL**

DISTRICT/CTC: East Stroudsburg Area School District COUNTY: Monroe & Pike  
 FINANCING NAME: General Obligation Bond, Series of 2013 - Rate Modification

<u>ALL REF</u>	<u>PAGE #</u>	
<u>X</u>	K02	Refinancing Transaction Explanation
<u>X</u>	K03	Summary of Sources and Uses of Funds
<u>X</u>		Signed Board Resolution Authorizing Financing Transaction ( <u>including</u> the form of the Bond/Note)
<u>NA</u>		Signed Bond/Note Purchase Contract <u>or</u> Completed and Signed Bid Form from Successful Bidder
<u>X</u>		Signed Lease Agreement <u>or</u> Loan Agreement
<u>NA</u>		Signed Swap Transaction Confirmation, if applicable
<u>NA</u>		Unallocated Funds
<u>NA</u>		Signed Verification Report for Advance Refunding/ Certification for Current Refunding from Paying Agent/Trustee
<u>NA</u>		Cash Flow Statement for Current Refunding Call Requirement (if call requirement <u>not</u> gross funded at settlement)
<u>X</u>		Payment Schedule for New Issue/Note
<u>X</u>		Payment Schedule for Original Issue/Note Refinanced
<u>NA</u>		Payment Schedule for Issue/Note Not Refinanced

The financial consultant for this refinancing is: Public Financial Management, Inc.  
Name of Firm/Company

The person to be contacted if there are any questions about Series of 2013 is:  
Jamie L. Doyle, Managing Director (717) 232-2723 (717) 232-8610  
Financial Consultant's Name and Position Phone Number Fax Number

The financial consultant's address is: 1 Keystone Plaza, Suite 300, N. Front & Market, Harrisburg, PA 17101

The financial consultant's e-mail address is: doylej@pfm.com

The school administrator to be contacted if there are any questions about Part K is:  
Jeff Bader, Chief Financial Officer (570) 424-8500 x1520  
District/CTC Administrator's Name and Position Phone Number Fax Number

The school administrator's e-mail address is: jeffrey-bader@esasd.net

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: \_\_\_\_\_

VOTING: AYE \_\_\_\_\_ NAY \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Signature, Board Secretary Board Secretary's Name Printed or Typed

50 Vine Street, East Stroudsburg, PA 18301 \_\_\_\_\_  
District/CTC Address Date



**REFINANCING TRANSACTION EXPLANATION**

District/CTC: East Stroudsburg Area School District  
 Financing Name: General Obligation Bond, Series of 2013 - Rate Modification

**Complete a separate information block for each bond series included in this PlanCon Part K submission. Enter "Not Applicable" or "N/A" if the information doesn't apply.**

Refunding Issues/Notes/Loans (ex. GOB, Refunding Series of 2005)	Issues/Notes Refunded, Refinanced or Restructured (ex. GOB, Series A of 2000)	PDE Lease Number	Partial or Full Refunding	Current or Advance Refunding	New Money ≥ \$10,000 (Indicate Yes or No)	PDE Project Number and Building Name Funded by New Money
G.O. Bond, Series of 2013			N/A	N/A	No	N/A
G.O. Bond, Series of 2013 - Rate Modification						

NOTES:

NOTES:

**SUMMARY OF SOURCES AND USES OF FUNDS**

District/CTC: East Stroudsburg Area School District		Financing Name: General Obligation Bond, Series of 2013 - Rate Modification	Closing Date: 9/23/2016
REPORT TO THE PENNY - DO NOT ROUND			
	<b>SERIES</b> <u>2013</u>	<b>SERIES</b> _____	
<b>SOURCES:</b>			
Bond Issue (Par)			
Original Issue Discount/Premium			
Accrued Interest			
Cash Contribution by District			
Unallocated Funds from Bond Issues Being Refunded			
Other Sources of Funds (Specify)			
1. <u>District Cash</u>	28,000.00		
2. _____			
3. _____			
4. _____			
<b>TOTAL - Sources of Available Funds</b>	<b>\$28,000.00</b>		
<b>USES:</b>			
Purchase of Investments/Escrow			
Cash for Current Refunding			
Issuance Costs:			
1. Underwriter Fees			
2. Bond Insurance			
3. Bond Counsel	10,000.00		
4. School Solicitor	5,000.00		
5. Financial Advisor	10,000.00		
5. Paying Agent/Trustee Fees and Expenses			
7. Printing			
8. Rating Fee			
9. Verification Report			
10. Computer Fees			
11. CUSIP			
12. Internet Auction Fee			
13. Escrow Agent			
14. <u>Bank Fee</u>	1,500.00		
15. <u>Bank Counsel Fee</u>	1,500.00		
Total - Issuance Costs	<b>\$28,000.00</b>		
Accrued Interest			
Capitalized Interest			
Surplus Monies or Cash to School District			
Other Uses of Funds (Specify)			
1. <u>Sinking Fund Deposit</u>			
2. _____			
<b>TOTAL - USES OF AVAILABLE FUNDS</b>	<b>\$28,000.00</b>		

<b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b>  RATE MODIFICATION SERIES OF 2013 BOND PRINCIPAL OUTSTANDING \$7,240,000.00
--

**RECEIPTS AT CLOSING**

District Cash Contribution	28,000.00	
<b>Total</b>		<b><u>28,000.00</u></b>

**DISBURSEMENTS AT CLOSING**

Rhoads & Sinon LLP		
Bond Counsel Fee		10,000.00
M&T Bank		
ABA: 022 000 046		
Acct#: 9854626042		
Acct Name: Rhoads & Sinon LLP Tax ID #23-1305377		
Law Offices of Thomas Dirvonas		
Solicitor Fee		5,000.00
ESSA Bank & Trust		
ABA: 231 372 248		
Acct#: 0049579561		
Acct Name: Thomas F. Dirvonas		
Public Financial Management, Inc.		
Financial Advisor Fee		10,000.00
M&T Bank		
ABA (for Wires): 022000046		
ABA (for ACH): 031302955		
Acct Name: Public Financial Management, Inc.		
Acct: 9856661229		
REF: Invoice # 18960		
ESSA Bank & Trust		
Bank Fee		1,500.00
ESSA Bank & Trust		
ABA: 231 372 248		
Further Credit to/ East Stroudsburg Area School District Loan # 1754		
Newman, Williams, Mishkin, Corveleyn, Wolfe and Fareri, P.C.		
Bank Counsel Fee		1,500.00
ESSA Bank & Trust		
ABA: 231372248		
Acct Name: Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri, P.C.		
Acct: 0044600254		

<b>TOTAL DISBURSEMENTS AT CLOSING</b>		<b><u>28,000.00</u></b>
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District/AVTS      East Stroudsburg Area School District					PDE LEASE # (PDE Use Only)	
Financing      General Obligation Bond, Series of 2013					Total Issue:      7,240,000	
Name:      (Modified Rate)					Original Issue	
Dated Date:      9/23/2016					Premium:      0.00	
Settlement Date:      9/23/2016						
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	7,240,000.00					
3/1/2017	7,240,000.00			63,233.36	63,233.36	63,233.36
9/1/2017	6,990,000.00	250,000.00	1.990	72,038.00	322,038.00	
3/1/2018	6,990,000.00			69,550.50	69,550.50	391,588.50
9/1/2018	6,840,000.00	150,000.00	1.990	69,550.50	219,550.50	
3/1/2019	6,840,000.00			68,058.00	68,058.00	287,608.50
9/1/2019	6,835,000.00	5,000.00	1.990	68,058.00	73,058.00	
3/1/2020	6,835,000.00			68,008.25	68,008.25	141,066.25
9/1/2020	6,795,000.00	40,000.00	1.990	68,008.25	108,008.25	
3/1/2021	6,795,000.00			67,610.25	67,610.25	175,618.50
9/1/2021	6,760,000.00	35,000.00	1.990	67,610.25	102,610.25	
3/1/2022	6,760,000.00			67,262.00	67,262.00	169,872.25
9/1/2022	6,660,000.00	100,000.00	1.990	67,262.00	167,262.00	
3/1/2023	6,660,000.00			66,267.00	66,267.00	233,529.00
9/1/2023	6,550,000.00	110,000.00	1.990	66,267.00	176,267.00	
3/1/2024	6,550,000.00			65,172.50	65,172.50	241,439.50
9/1/2024	6,435,000.00	115,000.00	1.990	65,172.50	180,172.50	
3/1/2025	6,435,000.00			64,028.25	64,028.25	244,200.75
9/1/2025	5,710,000.00	725,000.00	1.990	64,028.25	789,028.25	
3/1/2026	5,710,000.00			56,814.50	56,814.50	845,842.75
9/1/2026	2,860,000.00	2,850,000.00	1.990	56,814.50	2,906,814.50	
3/1/2027	2,860,000.00			28,457.00	28,457.00	2,935,271.50
9/1/2027	0.00	2,860,000.00	1.990	28,457.00	2,888,457.00	
3/1/2028						2,888,457.00
TOTAL		7,240,000.00		1,377,727.86	8,617,727.86	8,617,727.86

District/AVTS      East Stroudsburg Area School District					PDE LEASE # (PDE Use Only)	
Financing Name:      General Obligation Bond, Series of 2013 (Original Rate)					Total Issue:	7,240,000
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
9/23/2016	7,240,000.00					
3/1/2017	7,240,000.00			98,821.98	98,821.98	98,821.98
9/1/2017	6,990,000.00	250,000.00	3.110	112,582.00	362,582.00	
3/1/2018	6,990,000.00			108,694.50	108,694.50	471,276.50
9/1/2018	6,840,000.00	150,000.00	3.110	108,694.50	258,694.50	
3/1/2019	6,840,000.00			106,362.00	106,362.00	365,056.50
9/1/2019	6,835,000.00	5,000.00	3.110	106,362.00	111,362.00	
3/1/2020	6,835,000.00			106,284.25	106,284.25	217,646.25
9/1/2020	6,795,000.00	40,000.00	3.110	106,284.25	146,284.25	
3/1/2021	6,795,000.00			105,662.25	105,662.25	251,946.50
9/1/2021	6,760,000.00	35,000.00	3.110	105,662.25	140,662.25	
3/1/2022	6,760,000.00			105,118.00	105,118.00	245,780.25
9/1/2022	6,660,000.00	100,000.00	3.110	105,118.00	205,118.00	
3/1/2023	6,660,000.00			103,563.00	103,563.00	308,681.00
9/1/2023	6,550,000.00	110,000.00	3.110	103,563.00	213,563.00	
3/1/2024	6,550,000.00			101,852.50	101,852.50	315,415.50
9/1/2024	6,435,000.00	115,000.00	3.110	101,852.50	216,852.50	
3/1/2025	6,435,000.00			100,064.25	100,064.25	316,916.75
9/1/2025	5,710,000.00	725,000.00	3.110	100,064.25	825,064.25	
3/1/2026	5,710,000.00			88,790.50	88,790.50	913,854.75
9/1/2026	2,860,000.00	2,850,000.00	3.110	88,790.50	2,938,790.50	
3/1/2027	2,860,000.00			44,473.00	44,473.00	2,983,263.50
9/1/2027	0.00	2,860,000.00	3.110	44,473.00	2,904,473.00	
3/1/2028						2,904,473.00
TOTAL		7,240,000.00		2,153,132.48	9,393,132.48	9,393,132.48

**EAST STROUDSBURG AREA SCHOOL DISTRICT,  
Monroe and Pike Counties, Pennsylvania**

---

**RESOLUTION**

---

WHEREAS, The Board of Education of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), by Resolution, duly adopted, in accordance with law, on November 18, 2013 (the "2013 Bond Enabling Resolution"), authorized and directed issuance of a General Obligation Bond, Series of 2013, in the original principal amount of Seven Million Nine Hundred Thousand Dollars (\$7,900,000) (the "2013 Bond"), pursuant to the Local Government Unit Debt Act (the "Act") of the Commonwealth of Pennsylvania (the "Commonwealth"), to provide funds for and toward proper legal purposes that were set forth, in detail, in the 2013 Bond Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development of the Commonwealth (the "Department") approved the proceedings of this School District related to the incurring of nonelectoral indebtedness related to the issuance of the 2013 Bond, which approval of the Department is evidenced by Certificate of Approval No. GOB-131213-05, dated December 13, 2013; and

WHEREAS, This School District has issued and delivered the 2013 Bond to ESSA Bank & Trust (the "Bank"); and

WHEREAS, The School District and the Bank desire to modify the 2013 Bond to restate the interest rate applicable to the 2013 Bond, by entering into the Modification Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of this School District, as follows:

**SECTION 1.** This School District shall enter into the Modification Agreement, substantially in the form presented to this meeting, which form is approved.

**SECTION 2.** The President or Vice President of the Board of Education and the Secretary or Assistant Secretary, respectively, of this School District are authorized and directed to execute, attest and deliver, as applicable and appropriate, the Modification Agreement, substantially in the form referred to in Section 1, together with such changes and modifications thereof as are approved by the officer or officers of this School District executing and delivering the same, in consultation with the Solicitor of this School District, which approval conclusively shall be deemed to have been given upon execution and delivery of the Modification Agreement by such officers. A copy of the executed Modification Agreement shall be filed with this School District's Secretary and made available for inspection at reasonable times by interested persons requesting such inspection,

**SECTION 3.** Proper officers of this School District are authorized and directed to execute and to deliver such documents and to do such other things as may be necessary, from time to time, to carry out the Modification Agreement and the intent and purpose of this Resolution and of such documents, and to make such Modification Agreement a valid and binding legal obligation of this School District, including such acts and documents as may be necessary to comply with requirements of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and with regulations implementing said Sections, and the intent and purpose of this Resolution.

**SECTION 4.** This School District confirms the designation, or "deemed designation," of the 2013 Bond as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

**SECTION 5.** All terms, conditions, covenants and agreements of the 2013 Bond Enabling Resolution and the 2013 Bond, except to the extent that the same are modified and/or amended and/or supplemented by this Resolution and the Modification Agreement, are ratified and confirmed and are declared to be and shall be and shall remain in full force and effect; provided, however, that the 2013 Bond Enabling Resolution and the 2013 Bond always shall be construed so as to give proper effect and meaning to the intent and purposes of this Resolution and the Modification Agreement.

**SECTION 6.** This Resolution shall be effective immediately upon adoption.

DULY ADOPTED, by the Board of Education of this School District, in lawful session duly assembled, this 19<sup>th</sup> day of September , 2016.

EAST STROUDSBURG AREA SCHOOL DISTRICT  
Monroe and Pike Counties, Pennsylvania

By: *Gary Semmes*  
(Vice) President

ATTEST:

*Pat L. Ford*  
Secretary of the School District

(SEAL)



CERTIFICATE

I, the undersigned, Secretary of the East Stroudsburg Area School District, Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution which duly was adopted by majority vote of the entire Board of Education of the School District at a meeting of said Board of Education duly convened according to law and held on September 19, 2016, at which meeting a quorum was present; said Resolution duly has been recorded in the minutes of the Board of Education; and said Resolution remains in full force and effect, unaltered and unamended, as of the date of this Certificate.

I further certify that the Board of Education met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by advertising said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 19<sup>th</sup> day of September, 2016.



\_\_\_\_\_  
Secretary

(SEAL)

## BOND MODIFICATION AGREEMENT

THIS BOND MODIFICATION AGREEMENT, dated as of September 23, 2016 (the "Modification Agreement"), is made by and between EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania (the "School District"), a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), on the one hand, and ESSA BANK & TRUST (the "Bank"), a Pennsylvania banking institution existing under laws of the Commonwealth, on the other hand.

### WITNESSETH:

**WHEREAS**, The School District, by resolution duly adopted on November 18, 2013 (the "Resolution"), authorized and directed, *inter alia*, issuance of a General Obligation Bond, Series of 2013, in the original principal amount of \$7,900,000 (the "Bond"), pursuant to the Local Government Unit Debt Act, 53 Pa.C.S. Ch.80-82, as amended, as then in force and effect, to provide funds for and toward proper legal purposes that were set forth, therein in detail, in the Resolution; and

**WHEREAS**, The Resolution authorized the sale and delivery of the Bond to the Bank in accordance with the terms of a Bank's letter of commitment to purchase the Bond, dated November 15, 2013 (the "Commitment Letter"); and

**WHEREAS**, The School District, on December 19, 2013, heretofore issued and delivered the Bond to the Bank for the purposes contemplated by the Resolution, which Bond is presently outstanding; and

**WHEREAS**, The Bank is the current holder of the Bond; and

**WHEREAS**, The School District and the Bank desire to modify the Bond to restate the interest rate applicable to the Bond and amend the principal and interest payment schedule, by entering into this Modification Agreement.

**NOW, THEREFORE**, it is covenanted by and between the School District and the Bank, as follows:

**SECTION 1.** The Interest Rate on the face of the Bond shall be amended to read 3.11% per annum to and including September 22, 2016 and thereafter 1.99% per annum through the final maturity of September 1, 2027. The principal payment schedule with respect to the Bond is not being amended hereby.

**SECTION 2.** The School District hereby continues the designation or "deemed designation" and, to the extent required, this provision shall constitute a current designation of the Bond as a "qualified tax-exempt obligation," as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

**SECTION 3.** This Modification Agreement, being an amendment and supplement to the Bond, shall be construed as an integral part thereof.

**SECTION 3.** The Bank represents, covenants and warrants that it presently is the holder of the Bond and that it shall not assign, pledge or transfer the Bond or any interest on the Bond to any third party without notice of the terms and provisions of this Modification Agreement, which terms and provisions the Bank agrees shall be binding upon the Bank and any assignee, pledgee or transferee of all or any interest in the Bond.

**SECTION 4.** All terms, conditions, covenants and agreements of the Bond, unless the context clearly otherwise requires, and except and to the extent that the same are modified or amended or supplemented by this Modification Agreement, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Modification Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Bond always shall be construed so as to give proper effect and meaning to provisions of this Modification Agreement.

**SECTION 5.** This Modification Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

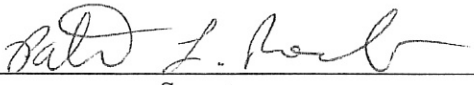
**SECTION 6.** If any provision of this Modification Agreement shall be determined to be invalid, such invalidity shall not affect any other provision of this Modification Agreement, and this Modification Agreement thereafter shall be construed and enforced as if such invalid provision had not been contained in this Modification Agreement. Laws of the Commonwealth shall govern construction of this Modification Agreement.

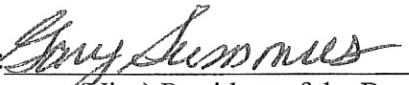
**SECTION 7.** The School District and the Bank acknowledge to and agree with each other that this Modification Agreement is made and delivered for good and valuable considerations passing to and accruing to the benefit of each from the other. In addition, the School District and the Bank covenant and agree to and with each other that each intends to be bound legally by this Modification Agreement.

IN WITNESS WHEREOF, EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe County, Pennsylvania, on the one hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by the President or Vice President of the Board of Education of the School District and the official seal of the School District to be affixed hereto and attested by the Secretary of the School District, and ESSA BANK & TRUST, on the other hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by an authorized representative and its corporate seal to be affixed hereto and attested by an authorized representative, as appropriate, all as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
(Vice) President of the Board of School Directors

(SEAL)

ATTEST:

ESSA BANK & TRUST

\_\_\_\_\_  
Authorized Officer

By: \_\_\_\_\_  
Authorized Officer

(SEAL)

IN WITNESS WHEREOF, EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe County, Pennsylvania, on the one hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by the President or Vice President of the Board of Education of the School District and the official seal of the School District to be affixed hereto and attested by the Secretary of the School District, and ESSA BANK & TRUST, on the other hand, has caused this Bond Modification Agreement to be executed in its name and on its behalf by an authorized representative and its corporate seal to be affixed hereto and attested by an authorized representative, as appropriate, all as of the day and year first above written.

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT, Monroe and Pike Counties, Pennsylvania

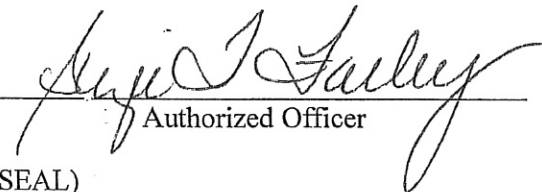
\_\_\_\_\_  
Secretary

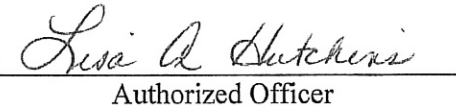
By: \_\_\_\_\_  
(Vice) President of the Board  
of School Directors

(SEAL)

ATTEST:

ESSA BANK & TRUST

  
\_\_\_\_\_  
Authorized Officer

By:   
\_\_\_\_\_  
Authorized Officer

(SEAL)

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

SERIES OF 2013  
Rate Renegotiation

Settle 9/23/2016  
Dated 9/23/2016

1	2	3	4	5	6	7	8	9	10
Date	Principal	New Rate	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service	State Aid	Proposed Local Effort	Existing Local Effort	Savings
9/23/2016 *									
3/1/2017			63,233.36	63,233.36	63,233.36	5,569.15	57,664.20	90,118.43	32,454.22
9/1/2017	250,000	1.990	72,038.00	322,038.00					
3/1/2018			69,550.50	69,550.50	391,588.50	34,488.39	357,100.11	429,769.75	72,669.64
9/1/2018	150,000	1.990	69,550.50	219,550.50					
3/1/2019			68,058.00	68,058.00	287,608.50	25,330.55	262,277.95	332,904.86	70,626.92
9/1/2019	5,000	1.990	68,058.00	73,058.00					
3/1/2020			68,008.25	68,008.25	141,066.25	12,424.13	128,642.12	198,477.48	69,835.37
9/1/2020	40,000	1.990	68,008.25	108,008.25					
3/1/2021			67,610.25	67,610.25	175,618.50	15,467.26	160,151.24	229,756.81	69,605.56
9/1/2021	35,000	1.990	67,610.25	102,610.25					
3/1/2022			67,262.00	67,262.00	169,872.25	14,961.17	154,911.08	224,133.64	69,222.55
9/1/2022	100,000	1.990	67,262.00	167,262.00					
3/1/2023			66,267.00	66,267.00	233,529.00	20,567.61	212,961.39	281,494.53	68,533.13
9/1/2023	110,000	1.990	66,267.00	176,267.00					
3/1/2024			65,172.50	65,172.50	241,439.50	21,264.31	220,175.19	287,635.90	67,460.71
9/1/2024	115,000	1.990	65,172.50	180,172.50					
3/1/2025			64,028.25	64,028.25	244,200.75	21,507.50	222,693.25	289,004.93	66,311.68
9/1/2025	725,000	1.990	64,028.25	789,028.25					
3/1/2026			56,814.50	56,814.50	845,842.75	74,495.94	771,346.81	833,368.78	62,021.98
9/1/2026	2,850,000	1.990	56,814.50	2,906,814.50					
3/1/2027			28,457.00	28,457.00	2,935,271.50	258,518.28	2,676,753.22	2,720,518.41	43,765.20
9/1/2027	2,860,000	1.990	28,457.00	2,888,457.00					
3/1/2028					2,888,457.00	254,395.19	2,634,061.81	2,648,667.23	14,605.42
<b>TOTALS</b>	<b>7,240,000</b>		<b>1,377,727.86</b>	<b>8,617,727.86</b>	<b>8,617,727.86</b>	<b>758,989.49</b>	<b>7,858,738.37</b>	<b>8,565,850.75</b>	<b>707,112.38</b>

\* For these purposes, assumes interest at new rate of 1.99% from 9/23/2016 onwards. Does **NOT** include any accrued interest payable from last regularly scheduled interest payment of 9/1/2016 to 9/23/2016

Note: Loan remains prepayable at anytime without penalty

PE%	17.52%	(Estimated)
AR%	50.27%	(2015-2016)
Net	8.81%	Effective Reimbursement

Gross local effort savings	707,112.38
Less: District cash	(29,500.00)
<b>Net local effort savings</b>	<b>677,612.38</b>
<b>As a % of existing principal</b>	<b>9.36%</b>

- j. Property & Facilities Items
  - i. HSS Aux Gym Floor
    - 1. Miller Flooring Invoice - \$178,520.00

MILLER FLOORING COMPANY INC

827 LINCOLN AVE. UNIT 15  
WEST CHESTER, PA 19380

# Invoice

Date	Invoice #
8/25/2016	11998

<b>Bill To</b>
EAST STROUDSBURG AREA SCHOOL DISTRICT Attn: Mr. Jeffrey S Bader Business Manager 50 Vine St. East Stroudsburg, PA 18301

<b>Ship To</b>
SOUTH HIGH SCHOOL 279 N Courtland St. East Stroudsburg, PA

P.O. No.	Terms	Rep	Project
	PER AGREEMENT	WHM	ESTROUDHSSOUT...

Description	Qty	Rate	Amount
New Gym Floor- Scissor-Loc: Scissor-Loc floor system to match the height of the existing floor. The system is ideal for installation of a nearby swimming pool. Scope of Work: Remove the entire floor system and mastic (as specified above), two layers of 1" x 6" pine sub floor will be stapled together in a basket weave pattern to allow ventilation, nail new maple flooring with 2" barbed power cleats sand and finish to match the existing game line layout and graphics apply a four (4) coat finish system, install new venting base at the walls and aluminum thresholds in the doors. We will move the bleachers as needed during construction. We will install a Power Vent Airflow System with moisture detection technology.	0	0.00	0.00
IFB#012-B Floor Removal & Abatement 92,000 1.26 \$115,920.00 We will work in coordination with Plymouth Environmental to remove the existing gym floor and components and also the removal and abatement of the Black Mastic and tar paper as needed. Scope of Work: Containment/Removal Procedures: Three stage decontamination unit, critical barriers, negative air, and wall & floor polyethylene. All proper PPE will be utilized (Half face respiratory protection, TYVEK coverall, and proper hand, eye, foot protection for allwork activities).	1	115,920.00	115,920.00
M-3421-013 Griffolyn Vapor Barrier 7,810 .67	0	5,232.70	0.00
IFB#012-B Bleacher & Equipment 6,865 1.26 \$ 8,649.90	0	8,649.90	0.00
M-3421-004 Scissor-Loc 7,810 10.69 Material	1	62,600.00	62,600.00
M-3423-060 Shipping 1 2,600 (\$ 2,600.00)	0	23,488.90	0.00
M-3421-004 Scissor-Loc Installation	0	23,488.90	0.00
M-3421-034 Power Vent Airflow System 2 3,627.10 \$ 7,254.20	0	7,254.20	0.00
M-3421-048 Vented Cove Base 350 11.40 \$ 3,990.00	0	3,990.00	0.00

Thank you for choosing Miller Flooring Company!	<b>Total</b>	\$178,520.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$178,520.00



- j. Property & Facilities Items
  - i. HSS Aux Gym Floor
  - 2. Miller Flooring Invoice - \$48,615.70

MILLER FLOORING COMPANY INC

827 LINCOLN AVE. UNIT 15  
 WEST CHESTER, PA 19380

# Invoice

Date	Invoice #
10/26/2016	12172

Bill To
EAST STROUDSBURG AREA SCHOOL DISTRICT Attn: Mr. Jeffrey S Bader Business Manager 50 Vine St. East Stroudsburg, PA 18301

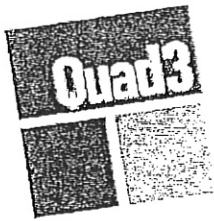
Ship To
SOUTH HIGH SCHOOL 279 N Courtland St. East Stroudsburg, PA

P.O. No.	Terms	Rep	Project
	PER AGREEMENT	WHM	ESTROUDHSSOUT...

Description	Qty	Rate	Amount
New Gym Floor- Scissor-Loc: Scissor-Loc floor system to match the height of the existing floor. The system is ideal for installation of a nearby swimming pool. Scope of Work: Remove the entire floor system and mastic (as specified above), two layers of 1" x 6" pine sub floor will be stapled together in a basket weave pattern to allow ventilation, nail new maple flooring with 2" barbed power cleats sand and finish to match the existing game line layout and graphics apply a four (4) coat finish system, install new venting base at the walls and aluminum thresholds in the doors. We will move the bleachers as needed during construction. We will install a Power Vent Airflow System with moisture detection technology.	0	0.00	0.00
IFB#012-B Floor Removal & Abatement 92,000 1.26 \$115,920.00 We will work in coordination with Plymouth Environmental to remove the existing gym floor and components and also the removal and abatement of the Black Mastic and tar paper as needed. Scope of Work: Containment/Removal Procedures: Three stage decontamination unit, critical barriers, negative air, and wall & floor polyethylene. All proper PPE will be utilized (Half face respiratory protection, TYVEK coverall, and proper hand, eye, foot protection for allwork activities).	0	115,920.00	0.00
M-3421-013 Griffolyn Vapor Barrier 7,810 .67	1	5,232.70	5,232.70
IFB#012-B Bleacher & Equipment 6,865 1.26 \$ 8,649.90		8,649.90	8,649.90
M-3421-004 Scissor-Loc 7,810 10.69 Material	0	62,600.00	0.00
M-3423-060 Shipping 1 2,600 (\$ 2,600.00)			
M-3421-004 Scissor-Loc Installation	1	23,488.90	23,488.90
M-3421-034 Power Vent Airflow System 2 3,627.10 \$ 7,254.20	1	7,254.20	7,254.20
M-3421-048 Vented Cove Base 350 11.40 \$ 3,990.00	1	3,990.00	3,990.00

Thank you for choosing Miller Flooring Company!	<b>Total</b>	\$48,615.70
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$48,615.70

- j. Property & Facilities Items
  - i. HSS Aux Gym Floor
    - 3. Quad 3 Invoice - \$13,140.00



Architecture  
Engineering  
Environmental Science

June 8, 2016

Environmental Science

Mr. Scott Ihle  
Director of Facilities  
East Stroudsburg Area School District  
Carl T. Secor Administration Center  
50 Vine Street  
East Stroudsburg, PA 18301

Re: Daily Monitoring and Clearance Testing Associated with the East Stroudsburg South High School Campus Auxilliary Gymnasium Flooring Abatement Project at 279 N. Cortland Street East Stroudsburg, PA.

Dear Scott:

The Quad Three Group per our conversation, are pleased to submit this proposal to provide the above referenced services at the East Stroudsburg South High School Campus Auxilliary Gymnasium at 279 N. Cortland Street East Stroudsburg, PA. The information this proposal is based on was obtained from Dave Rowley of Plymouth Companies. Quad Three Group proposes to perform based on the information provided to us:

The following is a list of services necessary for completing this project:

1. Quad Three Group, Inc. will provide fourteen (14) days of onsite asbestos abatement monitoring and asbestos abatement clearance testing in two (2) distinct work areas both located within the gymnasium.
2. Quad Three Group, Inc. will perform EPA approved aggressive sampling protocol with the AHERA clearance testing on each of the gymnasium work areas. Thirteen (13) TEM air samples will be collected per work area during AHERA aggressive TEM air clearance testing.

The following is a list service fees associated with this project:

- 14 days onsite at \$550.00 per day (10 hr. Days).....\$7,700.00
- Up to 6 PCM daily air monitoring samples at \$12.00 per sample (14 Days).....\$1,008.00
- 26 AHERA TEM clearance samples (13 per work area) at \$72.00 per sample.....\$1,872.00  
(1 day turnaround time)
- Total Monitoring/Clearance fee associated with this project.....\$10,580.00

Glenmaura Professional  
Center, Suite 105  
Moosic, PA 18507  
phone 570.342.5200  
fax 570.342.6083  
www.quad3.com



Quad Three Group, Inc.  
 37 North Washington Street  
 Wilkes-Barre, PA 18701  
 ph 570.829.4200  
 www.quad3.com

EAST STROUDSBURG AREA SCHOOL DISTRICT  
 ATTN: SCOTT IHLE  
 50 VINE STREET  
 EAST STROUDSBURG, PA 18301

October 26, 2016  
 Invoice No: 12430.010 - 1

Project 12430.010 EAST STROUDSBURG SCH DIST/GYM FLR ABATEMENT  
 SOUTH SCHOOL CAMPUS AUXILLARY GYMNASIUM ASBESTOS FLOORING ABATEMENT  
Professional Services through September 30, 2016  
 Fee

Billing Phase	Fee	Percent Complete	Earned
Asbestos Flooring Abatement	10,580.00	100.00	10,580.00
TEMS Clearances/4 extra days	2,200.00	100.00	2,200.00
5 Additional TEMS Samples	360.00	100.00	360.00
Total Fee	13,140.00		13,140.00
	Previous Fee Billing		0.00
	Current Fee Billing		13,140.00
	<b>Total Fee</b>		<b>13,140.00</b>
	<b>Total this Invoice</b>		<b>\$13,140.00</b>

**Monitoring Days**

DAY, JOSHUA	8/8/2016
DAY, JOSHUA	8/9/2016
DAY, JOSHUA	8/10/2016
DAY, JOSHUA	8/11/2016
DAY, JOSHUA	8/12/2016
DAY, JOSHUA	8/15/2016
DAY, JOSHUA	8/16/2016
DAY, JOSHUA	9/9/2016
McGRADY, RYAN	7/28/2016
McGRADY, RYAN	8/1/2016
McGRADY, RYAN	8/3/2016
McGRADY, RYAN	8/4/2016
McGRADY, RYAN	8/5/2016
McGRADY, RYAN	8/12/2016
McGRADY, RYAN	8/17/2016 TEMS
McGRADY, RYAN	9/15/2016 TEMS
POPLARCHICK, BRIAN	7/28/2016
POPLARCHICK, BRIAN	08/24/2016 TEMS

18 Days including TEMS clearances  
 4 extra days @ 550.00 per day = 2,200.00

5 additional TEM samples @ 72.00 = 360.00

- j. Property & Facilities Items
  - ii. HSS Track Resurfacing – Fieldturf – Pay App #1 (Final) - \$157,562.99

# APPLICATION AND CERTIFICATE FOR PAYMENT

**EAST STROUDSBURG AREA SD (18014)** PROJECT: **East Stroudsburg South HS** APPLICATION NO: **001**  
**50 VINE STREET, PO BOX 298** PERIOD TO: **8/31/2016**  
**EAST STROUDSBURG** PROJECT NOS: **CR160123**  
**PA 18301** INVOICE NO: **641275** CONTRACT DATE: **5/20/2016**

**FROM CONTRACTOR:** Fieldturf USA Inc.  
 175 North Industrial Blvd. Calhoun, GA

**CONTRACT FOR:** \_\_\_\_\_

**WIRE INFORMATION**  
 Bank: Bank of America  
 Account Name: Fieldturf USA Inc.  
 Account Number: 4427657126  
 Transfer routing (ABA): 026009593  
 ACH routing (ABA): 111000012

## CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract

1. ORIGINAL CONTRACT SUM \$ 157,562.99
2. Net change by change orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 & 2) \$ 157,562.99
4. TOTAL COMPLETED & STORED TO DATE (Column g on Continuation Sheet) \$ 157,562.99

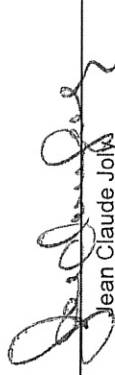
5. RETAINAGE:
 

a. 0.00% of Complete Work (Columns D & E)	\$ 0.00
b. % of Stored Material	\$
Total Retainage (Line 5a 5b or Total in Column I)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4, Less Line 5 Total) \$ 157,562.99
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ... (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
<b>TOTALS</b>		
NET CHANGES by change order		

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 hereis is now due.

CONTRACTOR:

BY:  Date: 8/10/2016  
 Jean Claude Joly

State of: Quebec, Canada  
 County of Montreal  
 Subscribed and sworn to before me this 10 day of August 2016

Notary Public: Boghos Christapor Papazian  
 My Commission expires: 10/22/2018



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that, to the best of the Architect's knowledge, information and belief the Work has progressed to the point that 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 for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform in the amount certified.)

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE 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 the line items apply

APPLICATION NO: 001  
 APPLICATION DATE: 8/10/2016  
 PERIOD TO: 8/31/2016  
 PROJECT NUMBER: CR160123

Job: 88003577

East Stroudsburg South HS

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	Materials	114,836.97	0.00	114,836.97	0.00	0.00	114,836.97	100.00	0.00	0.00
2	Labor	28,709.77	0.00	28,709.77	0.00	0.00	28,709.77	100.00	0.00	0.00
3	Engineering	10,652.35	0.00	10,652.35	0.00	0.00	10,652.35	100.00	0.00	0.00
4	Striping	3,363.90	0.00	3,363.90	0.00	0.00	3,363.90	100.00	0.00	0.00
		157,562.99	0.00	157,562.99	0.00	0.00	157,562.99	100.00	0.00	0.00



- j. Property & Facilities Items
  - iii. JTL HVAC/Lighting– Myco Mechanical Pay App #21 (Final) - \$868.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: East Stroudsburg School District  
 50 Vine Street  
 East Stroudsburg, PA 18301

Project: 14165-JT Lambert Intermediate School  
 Application No.: 21  
 Period To: 10/31/2016

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

Contract For: Contract Date: 5/30/2014

Distribution to:

Owner	<input type="checkbox"/>
Architect	<input type="checkbox"/>
Contractor	<input type="checkbox"/>

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 MEAGHAN E ELLIS  
 Notary Public  
 TELFORD BORO, BUCKS COUNTY  
 My Commission Expires Jun 11, 2018

## 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 ..... -\$38,611.71
3. Contract Sum To Date ..... \$3,299,888.29
4. Total Completed and Stored To Date ..... \$3,299,888.29
5. Retainage:
  - a. 0.00% of Completed Work ..... \$0.00
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$0.00
6. Total Earned Less Retainage ..... \$3,299,888.29
7. Less Previous Certificates For Payments ..... \$3,299,020.29
8. Current Payment Due ..... \$868.00
9. Balance To Finish, Plus Retainage ..... \$0.00

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 Date: 10-26-2016  
 Brian Myers, President

State of: Pennsylvania County of: Bucks  
 Subscribed and sworn to before me this 26 day of October  
 Notary Public: Meaghan Ellis  
 My Commission expires: June 11, 2018

**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 \$868.00

(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: B. Thom Date: 10-31-2016

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	\$46,304.85	\$84,916.56
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$46,304.85	\$84,916.56
Net Changes By Change Order	-\$38,611.71	

# 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.: 21

Application Date: 10/31/16

To: 10/31/16

Invoice #: 14165 #20

Contract: 14165- JT Lambert Intermediate School

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
1	Bond	75,000.00	75,000.00		0.00	0.00	75,000.00	0.00	0.00
2	Permits	20,000.00	20,000.00		0.00	0.00	20,000.00	0.00	0.00
3	Mobilization	20,000.00	20,000.00		0.00	0.00	20,000.00	0.00	0.00
4	Submittals	20,000.00	20,000.00		0.00	0.00	20,000.00	0.00	0.00
5	Allowance	77,630.00	77,630.00		0.00	0.00	77,630.00	0.00	0.00
6	Pre-Construction Planning	20,000.00	20,000.00		0.00	0.00	20,000.00	0.00	0.00
7	Demo	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	0.00	0.00
9	Phase 2A	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
10	Phase 2B	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
11	Phase 2C	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
12	Phase 2D	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
13	Phase 2E	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
14	Phase 3	10,000.00	10,000.00		0.00	0.00	10,000.00	0.00	0.00
15	POD Alt M-4	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
16	HVAC Pipe	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	0.00	0.00
18	Hanger Labor - P-1	25,000.00	25,000.00		0.00	0.00	25,000.00	0.00	0.00
19	Pipe Material - P-1	150,000.00	150,000.00		0.00	0.00	150,000.00	0.00	0.00
20	Pipe Labor - P-1	120,000.00	120,000.00		0.00	0.00	120,000.00	0.00	0.00
21	Hanger Material - P-2A	8,000.00	8,000.00		0.00	0.00	8,000.00	0.00	0.00
22	Hanger Labor - P-2A	8,000.00	8,000.00		0.00	0.00	8,000.00	0.00	0.00
23	Pipe Material - P-2A	50,000.00	50,000.00		0.00	0.00	50,000.00	0.00	0.00
24	Pipe Labor - P-2A	35,000.00	35,000.00		0.00	0.00	35,000.00	0.00	0.00
25	UG CHW Material	20,000.00	20,000.00		0.00	0.00	20,000.00	0.00	0.00
26	UG CHW Labor	10,000.00	10,000.00		0.00	0.00	10,000.00	0.00	0.00
27	Hanger Material - P-2B	3,000.00	3,000.00		0.00	0.00	3,000.00	0.00	0.00
28	Hanger Labor - P-2B	3,000.00	3,000.00		0.00	0.00	3,000.00	0.00	0.00
29	Pipe Material - P-2B	15,000.00	15,000.00		0.00	0.00	15,000.00	0.00	0.00
30	Pipe Labor - P-2B	10,000.00	10,000.00		0.00	0.00	10,000.00	0.00	0.00
31	Hanger Material - P-2C	3,000.00	3,000.00		0.00	0.00	3,000.00	0.00	0.00
32	Hanger Labor - P-2C	3,000.00	3,000.00		0.00	0.00	3,000.00	0.00	0.00

# 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.

Invoice #: 14165 #20

Contract: 14165- JT Lambert Intermediate School

Application No.: 21

Application Date: 10/31/16

To: 10/31/16

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	In Place					
33	Pipe Material - P-2C	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00	0.00
34	Pipe Labor - P-2C	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
35	Hanger Material - P-2D	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00
36	Hanger Labor - P-2D	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	0.00
37	Pipe Material - P-2D	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.00	0.00
38	Pipe Labor - P-2D	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.00	0.00
39	Hanger Material - P-2E	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
40	Hanger Labor - P-2E	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
41	Pipe Material - P-2E	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	0.00	0.00
42	Pipe Labor - P-2E	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00	0.00
43	Hanger Material - P-3	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00
44	Hanger Labor - P-3	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00
45	Pipe Material - P-3	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	0.00
46	Pipe Labor - P-3	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00	0.00
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	0.00	150,000.00	0.00	0.00
49	Install Labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
50	Ice Storage	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
51	Install Labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
52	AHU's	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00	0.00
53	Install Labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
54	Existing AHU Refurbish	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
55	Install Labor	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
56	UV's	390,000.00	390,000.00	0.00	0.00	0.00	390,000.00	0.00	0.00
57	Install Labor	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00
58	UV Shelving	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
59	Install Labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
60	VAV's	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00	0.00
61	Install Labor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
62	Hot Water Coils - 8	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
63	Install Labor	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
64	Terminal Equipment	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.00	0.00

# 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.: 21

Application Date: 10/31/16

To: 10/31/16

Invoice #: 14165 #20

Contract: 14165- JT Lambert Intermediate School

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
65	Install Labor	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
66	Packaged HVAC Units - 2	90,000.00	90,000.00		0.00	0.00	90,000.00	0.00	0.00
67	Install Labor	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
68	EF's - 1	2,000.00	2,000.00		0.00	0.00	2,000.00	0.00	0.00
69	Install Labor	1,000.00	1,000.00		0.00	0.00	1,000.00	0.00	0.00
70	RF's - 2	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
71	Install Labor	2,000.00	2,000.00		0.00	0.00	2,000.00	0.00	0.00
72	Boiler Room Equipment	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	0.00	0.00
74	Expansion Tanks/Air Separators	10,000.00	10,000.00		0.00	0.00	10,000.00	0.00	0.00
75	Glycol Feeders - 2	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
76	Install Labor	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
77	Glycol	7,000.00	7,000.00		0.00	0.00	7,000.00	0.00	0.00
78	Glycol Install Labor	2,000.00	2,000.00		0.00	0.00	2,000.00	0.00	0.00
79	Sheetmetal	0.00	0.00		0.00	0.00	0.00	0.00	0.00
80	Duct Material - Base Bid	15,000.00	15,000.00		0.00	0.00	15,000.00	0.00	0.00
81	Labor - Base Bid	9,000.00	9,000.00		0.00	0.00	9,000.00	0.00	0.00
82	Duct Material - POD	8,000.00	8,000.00		0.00	0.00	8,000.00	0.00	0.00
83	Labor - POD	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
84	GRD's	870.00	870.00		0.00	0.00	870.00	0.00	0.00
85	GRD Labor	1,000.00	1,000.00		0.00	0.00	1,000.00	0.00	0.00
86	Tank Removal	34,000.00	34,000.00		0.00	0.00	34,000.00	0.00	0.00
87	Roofing	4,000.00	4,000.00		0.00	0.00	4,000.00	0.00	0.00
88	Concrete	55,000.00	55,000.00		0.00	0.00	55,000.00	0.00	0.00
89	Excavation/Asphalt Patching	55,000.00	55,000.00		0.00	0.00	55,000.00	0.00	0.00
90	Fencing	29,000.00	29,000.00		0.00	0.00	29,000.00	0.00	0.00
91	GC - Bulkhead Work	6,000.00	6,000.00		0.00	0.00	6,000.00	0.00	0.00
92	Chemical Treatment	5,000.00	5,000.00		0.00	0.00	5,000.00	0.00	0.00
93	ATC	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	0.00	0.00
95	Valves & Dampers	229,250.00	229,250.00		0.00	0.00	229,250.00	0.00	0.00
96	BAS Material	51,800.00	51,800.00		0.00	0.00	51,800.00	0.00	0.00

# 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.: 21

Application Date: 10/31/16

To: 10/31/16

Architect's Project No.:

Invoice #: 14165 #20 Contract: 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
97	Project Management	47,300.00	47,300.00	0.00	0.00	0.00	47,300.00	0.00	0.00
98	Install	451,690.00	451,690.00	0.00	0.00	0.00	451,690.00	0.00	0.00
99	Programming	30,300.00	30,300.00	0.00	0.00	0.00	30,300.00	0.00	0.00
100	Commissioning	29,850.00	29,850.00	0.00	0.00	0.00	29,850.00	0.00	0.00
101	Training	9,960.00	9,960.00	0.00	0.00	0.00	9,960.00	0.00	0.00
114	Insulation	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00
115	Phase 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
116	Balancing	26,000.00	24,700.00	0.00	0.00	0.00	26,000.00	0.00	0.00
117	Punchlist	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00
118	Closeout Docs	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00	0.00
119	Training	3,000.00	1,500.00	0.00	0.00	0.00	3,000.00	0.00	0.00
120	CO-1 New Pump pipe packages	10,859.78	10,859.78	0.00	0.00	0.00	10,859.78	0.00	0.00
121	CO-3 Auditorium Changes	-7,286.56	-7,286.56	0.00	0.00	0.00	-7,286.56	0.00	0.00
122	CO-4 Blank off excess OA for UV's	4,232.65	4,232.65	0.00	0.00	0.00	4,232.65	0.00	0.00
123	CO-5 Retaining Wall	8,925.00	8,925.00	0.00	0.00	0.00	8,925.00	0.00	0.00
124	CO-7 Painting H&V Curbs	1,665.00	1,665.00	0.00	0.00	0.00	1,665.00	0.00	0.00
125	CO-8 Dielectric Unions	19,616.74	19,616.74	0.00	0.00	0.00	19,616.74	0.00	0.00
126	CO-9 Provide Gas Regulators	1,005.68	1,005.68	0.00	0.00	0.00	1,005.68	0.00	0.00
127	Credit Unused Allowance	-77,630.00	-77,630.00	0.00	0.00	0.00	-77,630.00	0.00	0.00
<b>Grand Totals</b>		<b>3,299,888.29</b>	<b>3,295,088.29</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,299,888.29</b>	<b>0.00</b>	<b>0.00</b>

- j. Property & Facilities Items
  - iv. MSE Attic Insulation Bid Results
    - 1. Indoor Air Technologies - \$38,400.00
    - 2. Zerodraft - \$54,543.00

MSE ATTIC INSULATION BID TABULATION

VENDOR	BID BOND	NON-COLLUSION	LUMP SUM PRICE
Zerodraft	X	X	\$ 54,543.00
Indoor Air Technologies	X	X	\$ 38,400.00



- j. Property & Facilities Items
  - v. Generator Maintenance Agreement – Emergency Systems Service Co.-  
\$13,778.85/yr (three-year agreement)

- PROPOSAL -

EMERGENCY SYSTEMS SERVICE COMPANY  
401 O'NEILL DRIVE  
QUAKERTOWN, PA 18951  
PH. (215) 536-4973 \* FAX (215) 536-6676

PROPOSAL SUBMITTED TO: *East Stroudsburg Area School District* *October 18, 2016*  
*50 Vine Street*  
*East Stroudsburg, PA 18301*

JOB LOCATION: *Various Locations / Units*

ATTENTION: *Scott Ihle*  
PHONE: *(570) 424-8500 Ext-10420* EMAIL: *scott.ihle@esasd.net*

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One (1) Generator Service Agreement as per attached Planned Maintenance Agreement and Planned Maintenance Service Outline.

Agreement shall commence upon the acceptance of Proposal and shall expire Three (3) years from that date.

Service on Eighteen (18) Generators – Please See Equipment List

**Agreement Includes One (1) Annual Service Visit Per Year**  
\*\*\*INCLUDES ANNUAL OIL AND FILTER CHANGES\*\*\*

Service Agreement Period: 11/15/2016 – 11/25/2019  
Scheduled Service Visits: February 2017, 2018, 2019

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TOTAL PRICE (3 YEARS): \$41336.55 (*Billed Annually at \$13778.85*)

Payment Terms: Due within 30 Days from acceptance

Quotation Firm for 30 Days

Emergency Systems Service Company

By *Gail Harr (BS)*  
Gail Harr, Planned Maintenance Manager

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ACCEPTANCE OF PROPOSAL:

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Purchase Order # (If Required by Customer) \_\_\_\_\_

*EMERGENCY SYSTEMS SERVICE COMPANY*

*401 O'Neill Drive*

*Quakertown, PA 18951*

*Ph. (215) 536-4973 \* Fax (215) 536-6676*

PLANNED MAINTENANCE SERVICES:

Performed upon each Service Visit, during the Annual Service Period

- \*\* - Check/Service all fluid levels (oil, water, etc.)
- \*\* - Service/Load Test starting batteries and cables
- \*\* - Check/Adjust battery charger system
- \*\* - Inspect/Adjust drive belts
- \*\* - Check air cleaner elements
- \*\* - Inspect main generator/rotor assemblies
- \*\* - Clean/Polish DC commutator & slip ring assembly if applicable
- \*\* - Inspect unit controller for visible defects
- \*\* - Check/Correct minor fuel, water, and oil leaks
- \*\* - Check/Tighten all hoses and lines
- \*\* - Test run unit (under No-Load conditions)
- \*\* - Check/Inspect exhaust system for leakage/deterioration
- \*\* - Check/Adjust generator output voltage and frequency
- \*\* - Check main generator and controller operation
- \*\* - Check all pressures, gauges, and instruments
- \*\* - Check engine ignition and battery charging systems
- \*\* - Check safety shut-down devices – if applicable
- \*\* - Inspect automatic transfer switch for visible defects
- \*\* - Service/Clean/Lubricate and adjust all unit components and assemblies where necessary for proper operation
- \*\* - Submit Service/Inspection and Operation Report for system owner's evaluation

MAJOR SERVICES:

Performed once during the Annual Service Period, as applicable to each unit type

- \*\* - Check antifreeze condition and protection level
- \*\* - Pressure test coolant system
- \*\* - Check automatic transfer switch operation
- \*\* - Complete system operation test – under simulated load conditions
- \*\* - Includes annual oil and filter changes

ADDITIONAL MAJOR SERVICES:

Performed only when deemed necessary by the attending Service Technician and only with the systems owners consent. The total cost of the invoiced service including labor, parts, and materials shall be discounted at ten percent (-10%)

- \*\* - Change air filter element
- \*\* - Gas/Gasoline engine tune-up (plugs, points, condenser, etc.)
- \*\* - Cooling System reconditioning ( hoses, clamps, antifreeze, etc.)

EQUIPMENT LIST

Unit #	CUSTOMER NAME	Mfr	KW	M/N	S/N	Spec/ Order	vAC/ Ph *
	East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA. 18301						
	October 18, 2016						
1	Bus Garage - North (Outside)	Kohler John Deere	80 Engine	80REOZJF	SGM3273XP PE4045L242784		
2	Bus Garage - South	Kohler GM	150 Engine	150REZGC 8.8L	SGM32728J	GM80580-GA1	
3	Bushkill Elementary School 131 North School Drive Dingmans Ferry, PA. 18328 *Inside Boiler Room*	Kohler John Deere	80 Engine	80ROZJ71	391506 CD6059T335338	PA-189530-71	480
4	East Stroudsburg Elementary School 93 Independence Road East Stroudsburg, PA. 18301 *Behind School*	Kohler	350	350REOZDD	2179676	GM41981-GA3	
5	East Stroudsburg HS North 279 Timberwolf Drive Dingmans Ferry, PA. 18328 *Behind Shipping & Receiving*	Kohler	250	250ROZD	608976	PA-132467	480
6	East Stroudsburg HS North	Kohler John Deere	180 Engine	180ROZJ 6081AF001	612285 RG60814078168	PA-189955	
7	East Stroudsburg HS North *Tower*	Kohler John Deere	30 Engine	30ROZJ-81	391938 CD4039D337350	PA189123-81	

EQUIPMENT LIST east stroudsburg area sd

EQUIPMENT LIST

<u>Unit #</u>	<u>Description/ Location</u>	<u>Mfr</u>	<u>kW</u>	<u>M/N</u>	<u>S/N</u>	<u>Spec/ Order</u>	<u>vAC/ Ph</u>
8	East Stroudsburg HS North *WWTP*	Kohler John Deere	135 Engine	135ROZJ RG60681T036038	392875 36039	PA-189721	
9	East Stroudsburg HS South 279 North Courtland Street East Stroudsburg, PA 18301 *Outside Boiler Room*	Kohler Detroit	250 Engine	250RZDB Series 60 - 4VA10	2132925 06R0952958	GM16898-GA1	480
10	East Stroudsburg HS South *Behind Shipping & Receiving*	Kohler Detroit	250 Engine	250RZDB Series 60 - 4VA10	2132924 06R0952632	GM16958-GA1	
11	East Stroudsburg HS South *Stadium - along road (behind)*	Kohler	35	35RZG	2130114	GM39370-GA15	
12	JM Hill Elementary School 151 East Broad Street East Stroudsburg, PA 18301 *Behind School*	Kohler John Deere	100	100REOZJF	SGM326NPR PE4045L239638		
13	JT Lambert Intermediate 2000 Milford Road East Stroudsburg, PA 18301 *Inside Boiler Room*	Kohler Ford	60 Engine	60RZ72 LSG87516005A	285427 10852-T-06-RG	187073-72N H24-1750-MBA	277/480
14	JT Lambert Intermediate 2000 Milford Road East Stroudsburg, PA 18301 *Freezer Only*	Kohler GM	25 Engine	25REZG 3.0L	SGM3273W3 3.0L68471	GM69415-GA7	
15	Middle Smithfield Elementary School 5180 Milford Road East Stroudsburg, PA 18302 *Behind School*	Kohler Cummins	300 Engine	300DQHAB QSM11	F090007981	A	

EQUIPMENT LIST east stroudsburg area sd

EQUIPMENT LIST

<u>Unit #</u>	<u>Description/ Location</u>	<u>Mfr</u>	<u>kW</u>	<u>M/N</u>	<u>S/N</u>	<u>Spec/ Order</u>	<u>vAC/ Ph</u>
16	Resica Elementary School 1 Gravel Ridge Road East Stroudsburg, PA 18302 *Inside Boiler Room*	Kohler Ford	80 Engine	80RZ72 LSG8751-6005A	335758	187339-72N HZA-1750-NBB	480
17	Resica Elementary School *Freezer Only*	Kohler	25	25REZG	SGM3273W2	GM24730-GA2	
18	Smithfield Elementary School 245 River Road East Stroudsburg, PA 18301 *Behind School*	Kohler Volvo	300 Engine	300REOZV TAD1240GE	2072083	GM24730-GA2	