

V. Items for Discussion

a. Time & Attendance System



Exhibit A-1 Frontline Customer Order Form

CDUS720

MSA37229

11/6/2017

P: 610-722-9745 | F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

East Stroudsburg Area Sch Dist
50 Vine Street
EAST STROUDSBURG PA 18301-0298

Contact: Jeffrey Bader
Title: Chief Financial Officer
Phone: (570) 424-8500
Email: jeffrey-bader@esasd.net

Order Form Details:

Pricing Expiration: 11/30/2017
Account Manager: Phill Carr

Initial Term: 2017-2018,2018-2019,2019-2020
Subscription Start Date: Custom (see Special Instructions)
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: New

Pricing Overview:

Startup Cost: One-Time cost due at signing **\$7,000.00**
Annual Subscription: Recurring Cost **\$19,800.00**
(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Time & Attendance Subscription - Users	\$25.67	600	\$15,400.00
Time & Attendance Subscription - Substitutes	\$14.67	300	\$4,400.00
Time & Attendance Implementation	\$7,000.00	1	\$7,000.00

Amount Due at Signing (Startup Cost) \$7,000.00
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: Annual Subscription deferred to not start till January 30, 2018 and then pro-rate the first year through June 30, 2018. Full year billing will commence on a July 1 - June 30 fiscal year cycle.



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HUMAN RESOURCES:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on an eight (8) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item(s) unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item(s) of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. For Aesop® Customers: (i) Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference. (ii) Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
4. For all other products: Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item(s) unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
5. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
6. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by Its failure to pay any tax when due.

PROFESSIONAL GROWTH:

1. Payment.

1. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline as stated on the front of this Order Form; but if Customer terminates this Order Form before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
2. The Annual Subscription, set forth on the first page of this Order Form, will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of this Order Form. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this Order Form, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Order Form are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.



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5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall Indemnify and hold Frontline harmless for any loss occasioned by Its failure to pay any tax when due.

2. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: <http://www.etsvideo.mylearningplan.com/terms.html#/>. In the event of a conflict between this Order Form and any ETS agreement or the ETS Terms of Use, this Order Form governs.

Frontline Technologies Group LLC dba Frontline Education

MSA37229

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of last signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form (s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined in Section 1.2 below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. Should any of terms of this Agreement conflict with any of the terms in an applicable Order Form, the terms of this Agreement shall prevail.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 1400 Atwater Drive Malvern, PA 19355</p> <p>Email: _____</p> <p>Date: _____</p>	<p>East Stroudsburg Area Sch Dist</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____ _____ _____</p> <p>Email: _____</p> <p>Date: _____</p>
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Attached: *Terms and Conditions of Agreement*
Exhibit A: Executed Order Forms

Please email or fax ALL PAGES of the signed MSA to pcarr@frontlineed.com or 888.492.0337.

Frontline Technologies Group LLC dba Frontline Education

MSA37229

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. **Software.** Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, as well as Customer-specific terms set forth in Exhibit B, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("**Software**") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("**Documentation**") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("**Services**"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("**Work Product**") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. **Order Forms.** Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, unless otherwise specifically agreed by the Parties in writing. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. **Software Administrator; Maintenance Windows.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("**Software Administrator**"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. **Customer Content.** The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "**Customer Content**") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

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- 1.5. **Integration.** Customer may, with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
 - 1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is more. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 3. **Warranties and Disclaimers.**
 - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
 - 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
 - 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

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4. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all liabilities, claims, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall be defined in each applicable Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.
8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

V. Items for Discussion

c. Navigate Proposal



NaviGate Prepared Proposal

Why Navigate Prepared?

We characterize our purpose with three important words.

The first is **FOCUS**.

We specialize in Emergency Preparedness and Safety for schools.

The second is **SIMPLICITY**.

Our charter is to make emergency preparedness simple. We strive to help schools readily manage the complexities associated with compliance and other safety initiatives.

Our software is easy to use by everyone who has access.

We provide a tool to help staff respond safely and effectively during drills and emergencies.

The third is **PEACE OF MIND**.

Our purpose is to provide peace of mind to all who are responsible for keeping children and staff safe.

Your staff is ready should an emergency arise. You are confident our solution works. You are working with an organization driven by continuous improvement in everything we do.

Benefits of NaviGate Prepared

We are pleased to offer the following benefits of NaviGate Prepared:

Outstanding Customer Service. Our approach to customer service is unparalleled in our industry. Not only do we provide turn-key set-up and service to reduce the time and effort for organizations to implement NaviGate Prepared, we stay by the side of each customer as they roll the product out to their staff and local first responders. There is never a charge for training whether it is in year 1 or year 5 of the license.

Free Updates. As we update and add new features to NaviGate Prepared, these are provided at no additional cost to current customers.

Tools to Respond. NaviGate Prepared has tools to put the right information into the right hands during an emergency. We ensure your local police, fire, and 911 agencies are educated, trained and integrated into NaviGate so that your critical information is at their fingertips in seconds – from emergency procedures to detailed call lists. Your staff and students have access to all information relevant to them through the Flipchart and Respond Applications.

Tools to Collaborate. The Virtual Binders tools within NaviGate Prepared keeps everyone working on the same page when it comes to emergency response. Each person can work off the same set of documents and organize these documents into binders in any way needed by the school. Update a document once and it is updated everywhere.

Peace of Mind. NaviGate does the work, stores and maintains the information on our redundant servers, and ensures everyone involved has the information they need when they need it. This allows your school to focus on education without impacting your safety or readiness to respond.

NaviGate Prepared Features

Flipcharts put the right information into the right hands when it is needed. Create an unlimited number of flipcharts and limit access by role, building, or campus. Make and push updates to user's phones at any time.

Call Lists provide profile photos and contact information for school officials. Create an unlimited number of call lists. Lists are easy to update, maintain and prioritize and with the drag-and-drop feature, also easy to organize. Changes are updated in real-time, eliminating the need for expensive copies. When an emergency occurs the list can be quickly accessed and calls made in the most effective and important order. First responders benefit by using the photo feature to identify and connect with the school officials.

Drill Logs manage your drills – from building-by-building scheduling through detailed reporting. Your district controls the number of required drills and each building administrator then schedules and logs each of these drills – with reminders sent to everyone involved to keep the process on track. Provides first responders access to scheduled and completed drills and completed drills can be shared through a link on the district website.

Respond App makes student accountability easy and seamless to your emergency. Classroom teachers will account for their students and building administrators will immediately see the names of missing students. Integrated secure messaging ensures everyone has the information they need, when they need it. Daily syncing with your school's student information system ensures the data is always up-to-date.

Maps and Floor Plans are organized by school building. Floor plans are easy to upload and adding icons can call-out the important components of your facility. Color-code your classrooms, offices, gymnasium, cafeteria, storage areas and more. Insert safety icons with the drag-and-drop feature, to indicate the locations of shut-off valves (e.g. electric, gas, water) and life-safety items (e.g. AEDs, areas of rescue, cameras, fire pulls, fire extinguishers). Use the floor plans feature to train staff and review emergency procedure.

Safety Plans Wizard steps your district through creating and publishing a plan to make the entire process consistent, simple, and easy. Establish a district wide plan for each building to follow as a template – again with step-by-step help to create a plan for each building. Easily update your plan each year by transferring answers from the previous year – changing only what is necessary.

Virtual Binders bring ease to organizing safety information. Upload current safety plans, group documents by building or campus, link documents, call lists and more to multiple maps and binders, and create pdf versions for viewing. This system makes it possible to stay current and ready for an emergency. No more photocopies, update emails or three-ringed binders.

Live Video Feeds are connected to the system through your web-browser compatible security cameras. School officials and first responders can access the camera by opening maps/floor plans for the desired school and clicking on the camera feature. Additionally, 911 Dispatch Centers can quickly locate the camera view(s) to assess the emergency and respond accurately.

First Responder Portal allows secure links to be created by the responder allowing interaction with responder CAD or mapping software. When an emergency call comes in, one click can auto-log into NaviGate Prepared, taking the user directly to the school's site.

Site Organization allows the convenience and opportunity to share safety information/protocols between your buildings. Share, duplicate and edit easily. This feature creates consistency and unification throughout the school's safety initiatives.

Access Control gives your district total control over who sees what information. Users – both internal and external – are controlled by the district. Permissions are setup to ensure users only see information that is relevant and necessary to their building.

NaviGate Prepared will provide the following services:

1. Provide OnSite Service. NaviGate Prepared will:
 - a. Upload floor plans (provided by the school district) for each school building and color-code each room based on room type.
 - b. Add icons to the floor plan indicating the location of all utility shut-offs, cameras, life safety equipment, etc. for each school building.
 - c. Take and upload a 360 photograph of all rooms in each school building with the exception of closets too small for the camera equipment.
 - d. Take and upload 360 photos of all hallways in each school building.
 - e. Take and upload a photo of all interior and exterior doors in each school building.
 - f. Review all work with the customer at the completion of the OnSite Service.
 - g. Upload and create School Emergency Operations Plan for each school building based on the school's current plan.
 - h. Upload and create Flipcharts for each school building based on the school's current flip charts or using one of the templates in NaviGate.

2. Software License and System Set-up. NaviGate Prepared will:
 - a. Provide unlimited access (storage, users, use, etc.) to NaviGate Prepared Software.
 - b. Provide unlimited train-the-trainer training to customer designated champion(s).
 - c. Designate an account representative to be the main point of contact for customer champion(s) and contacts.
 - d. Create Flip Charts based on current school flipchart and train district users how to update and publish.
 - e. Set-up the respond application to allow the school district to provide student accountability in an emergency.
 - f. Create the district level Emergency Operations Plan based on the current school plan and work with the district to complete any missing/additional required pieces.
 - g. Provide in-person training to local first responders and school administrators on the use of NaviGate Prepared.
 - h. Link in cameras from the school's camera system (after district has provided us access and system allows for web-based access) to the NaviGate maps.
 - i. Build out initial virtual binders for each school building and train district staff on updating these binders.
 - j. Provide ongoing assistance and training at no additional cost for the term of the license.

3. The Customer agrees to:
 - a. Provide a main contact for initial setup of the OnSite and coordinate the visit of our OnSite teams with each of the school buildings.
 - b. Ensure that the OnSite team has access to all parts of the building.

- c. Ensure staff is notified that our OnSite team will be in the building.
- d. Provide a main contact (or contacts) for NaviGate that will be trained on the setup and use of NaviGate Prepared.
- e. Provide clean and accurate floor plans for each of the school and ancillary buildings.

4. Confidentiality.

- a. Navigate agrees to use commercially reasonable efforts to maintain the confidentiality of Customer confidential information that is disclosed to Navigate in connection with the performance of services, and to use such Customer confidential information solely for purposes of performing services hereunder.
- b. Navigate shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Customer confidential information" shall mean any and all information related to our buildings belonging to Customer, or any other Customer information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that:
 - i. is or becomes publicly known through no fault or negligence of Navigate;
 - ii. is or becomes lawfully available from a third party without restriction;
 - iii. is independently developed by Navigate; or
 - iv. is disclosed without restriction by Customer to any third party at any time.

NaviGate Prepared

Prepared for the Future, Protected in the Present

1776 Tech Park Drive Ste 221, New Philadelphia, OH 44663, US
Phone: (866) 861-7400 Fax: (330) 339-3373
Email: info@navigateprepared.com

Quotation

Quote #: Q-00075
Date: Oct 28, 2017
Expires On: Nov 27, 2017

Ship To
Eric Forsyth
East Stroudsburg Area Sd
50 Vine St
East Stroudsburg, PA 18301
(570) 424-8500
eric-forsyth@esasd.net

Bill To
East Stroudsburg Area Sd
50 Vine St
East Stroudsburg, PA 18301

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Chris Porter	x	chris.porter@navigateprepared.com		Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	EXTENDED
8.00	ES-OS-3YR	Elementary/Intermediate/Primary School OnSite Service	USD 5,850.00		USD 9,360.00
8.00	LIC-3YR	3 Year License for NaviGate Prepared	Included		USD 0.00
1.00	HS-OS-3YR	High School OnSite Service	USD 8,100.00		USD 8,100.00
1.00	LIC-3YR	3 Year License for NaviGate Prepared	Included		USD 0.00
				DISCOUNT:	USD 37,440.00
				TOTAL:	USD 17,460.00

Rewal Information

Renewal in Year 4 is \$6,750

Terms & Conditions

OnSite services are available only in conjunction with the NaviGate Prepared license.

The OnSite quote is dependent on the district providing clean and accurate floor plans. If the NaviGate Prepared Mobile Mapping Service is needed to produce floor plans, there will be an additional \$500/building charge.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Chris Porter at chris.porter@navigateprepared.com

THANK YOU FOR YOUR BUSINESS!

V. Items for Discussion

d. Act 1 Mailing Proposal



September 14, 2017

RE: Homestead/Farmstead Act 1 – Application Printing and Mailing

Good afternoon,

Berkheimer OneSource is pleased to submit our pricing for the printing and mailing of your Act 1 applications.

I would like to thank you for the opportunity to be of service again to your School District.

Please respond by October 20th with your letter of acceptance, email or purchase order along with the corresponding service, A or B. Thank you in advance for your time and most importantly, your continued partnership with Berkheimer OneSource, Inc.

Sincerely,

A handwritten signature in black ink that reads "Cathryn E. DeLong". The signature is written in a cursive style with a long, sweeping tail on the "g".

Cathryn DeLong
Client Service Representative
610-954-9575, ext. 2068
cdelong@BerkOne.com



Pricing for 2017 Act I Applications

SERVICE OPTIONS	UNIT COST
A. Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope	\$.330
B. Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope	\$.294
C. Additional programming*, **	\$125.00/hour

*Programming fees will apply if the county file layout is different than last year.

**Postage will be a direct pass through cost.

***Please note: the Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.

V. Items for Discussion

e. GO Bonds Series 2017 AAA Sale Update

East Stroudsburg Area School District

BOND SALE DOCUMENT ***General Obligation Bonds*** ***Series AAA of 2017***

Results of Competitive Pricing

\$16,085,000

October 30, 2017

(Parameters Resolution Adopted on November 21, 2016)

Prepared by:

Jamie Doyle

Managing Director

&

Wes Hall

Senior Analyst



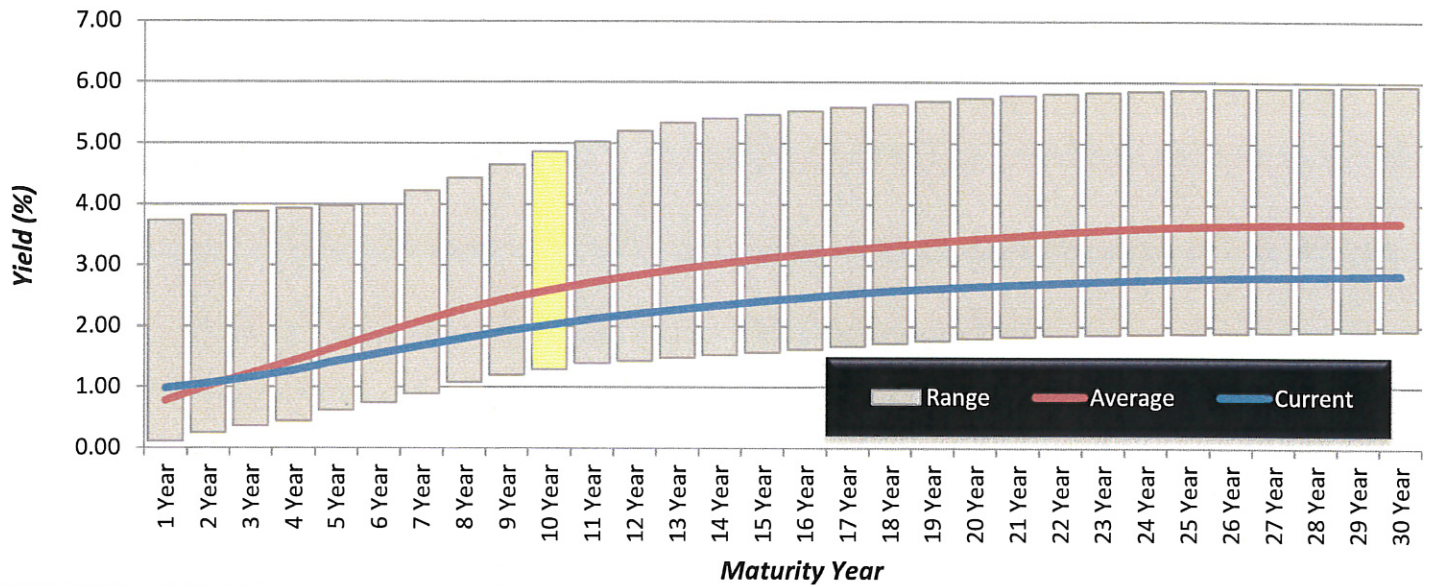
PFM Financial Advisors LLC
One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101
717.232.2723 (P)
717.232.8610 (F)
www.pfm.com

MMD YIELD CURVE

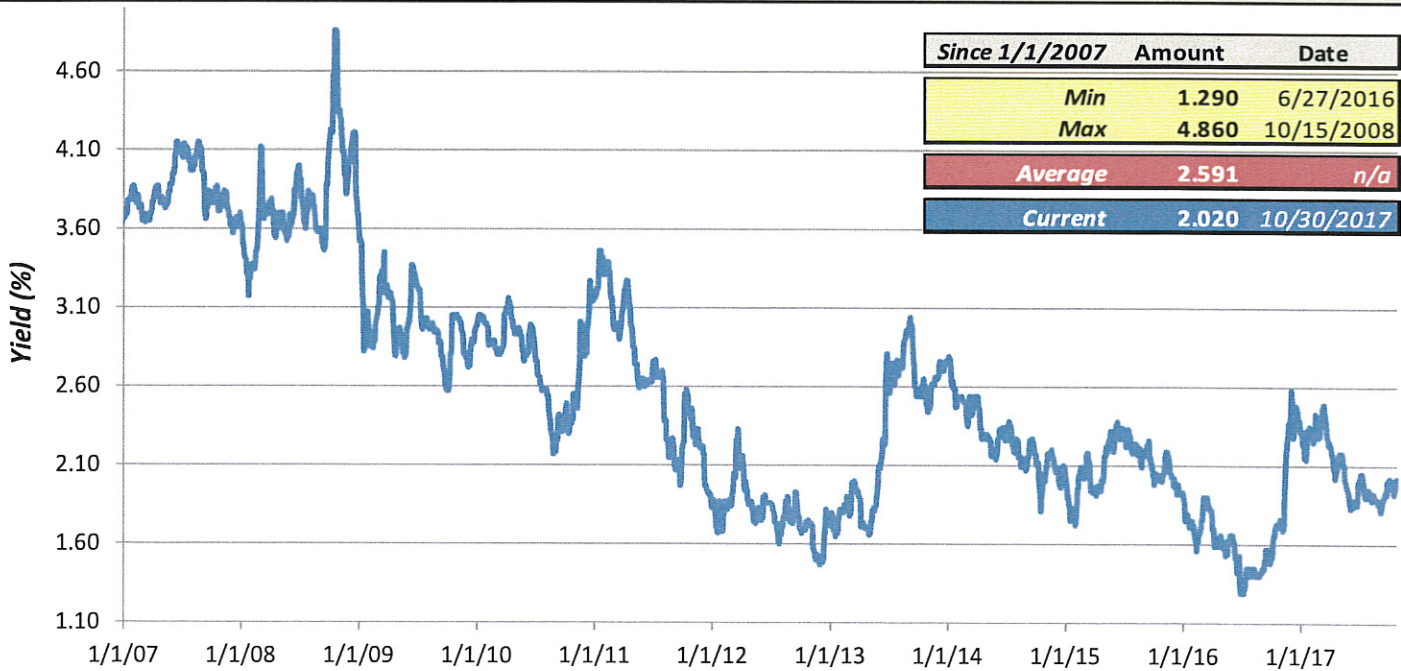
The MMD Yield Curve is a high grade municipal yield curve published daily by Municipal Market Data. It is one of the most commonly used benchmarks in municipal finance. The yields within the curve reflect the current yields for each maturity year at which bondholders would be likely to sell high quality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

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

HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 2007



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2007



CREDIT OPINION

24 October 2017

New Issue

Rate this Research >>

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 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

East Stroudsburg Area School District, PA

New Issue - Moody's assigns Aa3 to East Stroudsburg ASD, PA's \$15M GOs, Series AAA of 2017

Summary Rating Rationale

Moody's Investors Service has assigned a Aa3 underlying rating to East Stroudsburg Area School District, PA's \$15.0 million General Obligation Bonds, Series AAA of 2017. Currently, Moody's maintains Aa3 underlying and A3 enhanced ratings on the district's outstanding general obligation debt, the latter of which only applies to the district's Series A of 2007, 2008, 2012, and 2015 bonds. The Aa3 GOULT underlying rating reflects the district's large tax base, average wealth levels, strong financial position, and elevated debt burden. The Aa3 GOLT underlying rating, at parity with the GOULT rating, reflects the district's full faith and credit pledge and property tax limitations.

The A3 enhanced rating reflects Moody's assessment of the district in the context of state aid that it receives and the rating methodology titled, "State Aid Intercept Programs and Financings: Pre and Post Default." Credit considerations include availability of funds, timing of state aid payments, state aid trend, strength of notification requirements, and timing between notification and intercept. Additional credit factors include the debt service coverage ratio and the underlying rating of the district. For additional information regarding Moody's recent action regarding the Pennsylvania School District Intercepts, please refer to our report dated August 15, 2016. The enhanced rating has a stable outlook.

Credit Strengths

- » Large tax base with ongoing residential development
- » Strong reserves and liquidity

Credit Challenges

- » Elevated debt burden

Rating Outlook

Moody's does not generally assign outlooks to underlying ratings of local governments with this amount of debt outstanding.

The enhanced rating has a stable outlook. The stable outlook on the enhanced rating mirrors the outlook on the Commonwealth of Pennsylvania (Aa3 stable).

Factors that Could Lead to an Upgrade

- » Sustained trend of surplus operations resulting in significant growth in reserves

- » Growth in the tax base
- » Higher resident wealth and income levels
- » Decline in the debt burden

Factors that Could Lead to a Downgrade

- » Significant reduction in reserves
- » Material decline in the tax base
- » Increase in the debt burden

Key Indicators

Exhibit 1

East Stroudsburg Area School District, PA	2012	2013	2014	2015	2016
Economy/Tax Base					
Total Full Value (\$000)	\$ 3,640,815	\$ 3,508,819	\$ 3,501,122	\$ 3,221,931	\$ 3,218,311
Full Value Per Capita	\$ 76,382	\$ 73,508	\$ 73,609	\$ 67,678	\$ 67,602
Median Family Income (% of US Median)	101.4%	103.4%	103.0%	102.0%	102.0%
Finances					
Operating Revenue (\$000)	\$ 138,594	\$ 146,457	\$ 148,486	\$ 147,065	\$ 147,045
Fund Balance as a % of Revenues	30.4%	38.3%	29.7%	32.3%	30.9%
Cash Balance as a % of Revenues	36.6%	43.9%	39.9%	39.8%	37.7%
Debt/Pensions					
Net Direct Debt (\$000)	\$ 214,249	\$ 205,816	\$ 199,711	\$ 192,698	\$ 184,484
Net Direct Debt / Operating Revenues (x)	1.5x	1.4x	1.3x	1.3x	1.3x
Net Direct Debt / Full Value (%)	5.9%	5.9%	5.7%	6.0%	5.7%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	N/A	0.9x	1.1x	1.3x	1.3x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	N/A	3.6%	4.6%	5.8%	6.0%

Source: Moody's Investors Service

Recent Developments

Since our May 8, 2017 [report](#) written in conjunction with issuance of the district's GO Bonds, Series A & AA of 2017, the district's economic and financial profile remains largely unchanged. This report reflects updates received since then.

Detailed Rating Considerations

Pennsylvania School Enhancement Program

The district's Series A of 2007, 2008, 2012, and 2015 bonds are enhanced on a post-default basis by the Pennsylvania School District Enhancement Program. In the case of nonpayment of debt service by a school district, the Secretary of Education of the Commonwealth of Pennsylvania (Aa3 stable) is required to directly remit appropriated state aid to bondholders to cure the deficiency. Payments can be accelerated within the current fiscal year and all forms of state aid are interceptable. In fiscal 2016, state aid net of pension and charter payments covered debt service 1.4 times.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

Economy and Tax Base: Large Tax Base with Average Wealth Levels to Remain Stable

The district's \$2.9 billion tax base will continue to benefit from modest residential activity and remain stable over the near term. Located in portions of [Monroe](#) (Aa3) and Pike (not rated) counties, the district is located along the Delaware Water Gap and crossed by I-80 and I-380, leading west to [New York City](#) (Aa2 stable) and northeast to Scranton (not rated). Primarily a residential community, the district benefits from the institutional presence of East Stroudsburg University and the Pocono Medical Center, both major employers of district residents. Favorably, the district does not have material taxpayer concentration, as the top ten taxpayers comprise a modest 4.6% of 2017 assessed value. Management notes stable operations at all major taxpayers and employers and reports that the first phase of a large mixed-used development on a twenty acre plot should begin to add to the tax rolls next year.

Resident income levels are in line with state and national averages, with a median family income of 98.8% and 102.0% of the Commonwealth and the nation, respectively, as of the 2015 U.S. Census. The district's poverty rate is average at 14.3% and the multi-county unemployment rate, at 6.0% as of August 2017, is modestly above that of the Commonwealth (5.1%) and the nation (4.5%) over the same period.

The district reports enrollment of 6,959 students in the current fiscal year, with projections for little to no growth through 2022. Favorably, only around 219 students in the district attend either charter or cyber-charter schools, at an annual cost to the district of approximately \$3.1 million; a modest amount on a percentage basis compared to many Commonwealth school districts. Expectations are for no material changes in the near term.

Financial Operations and Reserves: Sizeable Reserves Allow for Financial Flexibility

The district's financial position will likely remain strong given conservative budgeting practices. The district's fiscal 2016 available General Fund balance declined to \$45.4 million, or 30.9% of annual revenues, as a planned \$4.4 million transfer to the Capital Projects Fund led to the draw - a practice which the district's strong financial position has allowed. Additionally, stronger than budgeted real estate taxes on the revenue side and savings on debt service from refundings were primary drivers of the district's financial position. At fiscal year end, post transfer, the Capital Projects Fund balance increased to a healthy \$12.4 million - an amount which the district believes can sufficiently fund its capital plans over the coming five years.

The district's primary General Fund revenue sources are local (70.8% in 2016) and include Act 511 (Real Estate Transfer, Business Privilege, Local Services, and Mechanical Devise) taxes in addition to property taxes. State sources, including aid from the Commonwealth, accounted for 26.2% of revenues. Favorably, the district did not issue any short term notes during the Commonwealth's budget impasse.

While audited financials are not yet available for fiscal 2017, management reports positive budget to actual variances with stronger than anticipated real estate transfer tax revenues and expenditures in line with budgeted amounts. Management estimates a surplus of approximately \$2.0 million which would increase General Fund balance to approximately \$47.8 million or 32.3% of revenues. In fiscal 2017, the district decreased its millage rate across Monroe and Pike counties and has and has ample headroom to adjust its levy underneath the Act 1 index cap of 3.0% in future years.

LIQUIDITY

The district's cash reserves continue to remain healthy. The district ended the year with \$55.4 million in the General Fund representing a strong 37.7% of annual revenues, which is comparably stronger than similarly rated Commonwealth and national districts. Management has no plans to spend down cash for capital projects or other one-off needs out of the General Fund.

Debt and Pensions: Elevated Debt Burden Expected to Remain

The district's debt position will remain elevated yet manageable based on slower than average amortization and the absence of plans for additional new money issues over the next few years given its sizable internal liquidity. Post sale, the district's direct debt burden will be 5.3% of full value, which is well above the national and Commonwealth medians for comparably rated school districts. Debt payout is average with 71.1% of principal retired within ten years. The district's annual debt service in fiscal 2016 totaled \$19.4 million, or 12.9% of annual revenues, which is somewhat elevated, yet was mitigated by refundings during the year.

DEBT STRUCTURE

The district's debt profile includes two variable rate bonds, issued through the Emmaus General Authority, which collectively will mature by fiscal 2019 and total a mere 2.0% of outstanding debt. The remainder of the district's debt is fixed rate and will mature by 2039.

DEBT-RELATED DERIVATIVES

The district is not party to any interest rate swaps or other derivative agreements.

PENSIONS AND OPEB

The district contributes to the Pennsylvania State Public School Employees Retirement System, a multi-employer, defined-benefit retirement plan administered by the Commonwealth of Pennsylvania. The actuarially determined contribution for the plan in fiscal 2016 was \$17.0 million, and the district contributed approximately \$7.9 million, or 5.4% of operating revenues, met by the Commonwealth's contribution of the same amount. Under Moody's methodology for adjusting reported pension data, the district's three-year average Adjusted Net Pension Liability (ANPL) is \$194.6 million, or an elevated 1.3x of full value and 6.8% operating revenues. The adjustments Moody's makes to determine ANPL are not intended to replace the district's reported liability information, but rather to improve the comparability of reported liability information with other rated entities. We determine the district's share of liability for the state-run plan in proportion to its contributions to the plan.

The district provides other post-employment benefits (OPEB) on a pay-as-you-go basis. During fiscal 2016, the district made contributions of approximately \$943,000, or 33.3% of the annual required contribution. As of July 2015, the latest valuation date, the district's associated unfunded actuarial accrued liability (UAAL) was \$53.8 million, or 42.8% of the covered payroll.

Total fixed costs during fiscal 2016, inclusive of debt service, required pension contributions, and health care contributions, totaled \$28.2 million, or a slightly elevated 19.2% of General Fund revenues.

Management and Governance

The district's management team is strong. Conservative budgeting has resulted in positive budget to actual variances contributing to operating surpluses. As noted in Moody's last report, management produces multi-year budget forecasts and adheres to an informal fund balance policy to maintain unassigned fund balance at the 8% level.

Pennsylvania School Districts have an Institutional Framework score of A, which is moderate compared to the nation. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Schools major revenue source, property taxes, are subject to a Act 1 cap, which limits property taxes above an Act 1 index subject to certain exceptions. The Act 1 index is based on inflation. However, the cap still allows for moderate revenue-raising ability. Unpredictable revenue fluctuations tend to be moderate, or between 5-10% annually. Across the sector, fixed and mandated costs are generally less than 25% of expenditures. However, Pennsylvania has public sector unions, which can limit the ability to cut expenditures. Unpredictable expenditure fluctuations tend to be moderate, between 5-10% annually.

Legal Security

The Series AAA of 2017 are secured by the district's general obligation limited tax pledge subject to Act 1 limitations.

Use of Proceeds

Proceeds of the Series AAA of 2017 will be used to current refund the balance of the outstanding GO Bonds, Series of 2008 for savings of approximately 15.8%.

Obligor Profile

The district is located in portions of Monroe and Pike counties in northeastern Pennsylvania and covers approximately 214 square miles. The K-12 district operates six elementary schools, two intermediate schools, and two high schools. Students in grades 10 through 12 may also attend the Monroe Career and Technical Institute.

Methodology

The principal methodology used in this rating was US Local Government General Obligation Debt published in December 2016. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

Ratings

Exhibit 2

East Stroudsburg Area School District, PA

Issue	Rating
General Obligation Bonds, Series AAA of 2017	Aa3
Rating Type	Underlying LT
Sale Amount	\$15,020,000
Expected Sale Date	10/27/2017
Rating Description	General Obligation

Source: Moody's Investors Service

EAST STROUDSBURG AREA SCHOOL DISTRICT
(Monroe and Pike Counties, Pennsylvania)
General Obligation Bonds, Series AAA of 2017

October 30, 2017

1	2	3	4	5
<u>Bidder</u>	<u>True Interest Cost</u>	<u>Bond Discount</u>	<u>Interest Rate Range*</u>	<u>Number of Bids</u>
1. Janney Montgomery Scott	2.684386	3.06	1.500-4.000	10
2. JP Morgan Securities	2.687356	Unavailable	4.000-5.000	4
3. Raymond James	2.687435	0.82	4.000	3
4. UBS Financial Services	2.687700	0.33	3.000-4.000	12
5. Robert Baird	2.775740	12.00	2.000-3.000	1
TOTAL				30

Based on Preliminary Issue Size of \$15,185,000*
*2018 through 2028 (Series AAA of 2017)

- | | |
|--------------------------------|--|
| 1. Moody's: Aa3
None | Bid Alone |
| 2. Moody's: Aa3
None | Estrada Hinojosa & Co and Academy Securities |
| 3. Moody's: Aa3
None | Morgan Stanley, Fidelity, Jefferies, and Gates |
| 4. Moody's: Aa3
None | Bid Alone |
| 5. Moody's: Aa3
None | Bid Alone |

PAYING AGENT:

The Bank of New York Mellon Trust Company, N.A.

OPTIONAL REDEMPTION DATE:

9/01/25 @ PAR

BOND INSURANCE:

Assured Guaranty Municipal	\$ 49,000
Build America Mutual	\$ 50,300
Municipal Assurance Corp	\$ 49,000

EAST STROUDSBURG AREA SCHOOL DISTRICT

Internet Bond Sale

Monday, October 30, 2017



Bidder:	# of Bids Submitted:
Janney Montgomery Scott	10
JP Morgan Securities	4
Raymond James	3
UBS Financial Services	12
Robert Baird	1
Total Bids	30

Chronology of Bids

Time:	Bidder:	Bid (TIC):	Winner?
12:00:09 pm	UBS Financial Services	3.345870	no
12:11:00 pm	Janney Montgomery Scott	2.800313 *	no
12:11:27 pm	JP Morgan Securities	2.687484 *	no
12:11:45 pm	UBS Financial Services	2.959924	no
12:12:00 pm	UBS Financial Services	2.848704	no
12:12:01 pm	Janney Montgomery Scott	2.772822	no
12:12:21 pm	UBS Financial Services	2.793540	no
12:12:24 pm	Janney Montgomery Scott	2.739703	no
12:12:44 pm	Janney Montgomery Scott	2.726030	no
12:12:44 pm	UBS Financial Services	2.738670	no
12:13:01 pm	UBS Financial Services	2.705888	no
12:13:03 pm	Janney Montgomery Scott	2.712374	no
12:13:18 pm	UBS Financial Services	2.700434	no
12:13:24 pm	Janney Montgomery Scott	2.706917	no
12:13:27 pm	Raymond James	2.689704	no
12:13:41 pm	Robert Baird	2.775740	no
12:13:42 pm	Janney Montgomery Scott	2.701462	no
12:13:56 pm	UBS Financial Services	2.691279	no
12:14:04 pm	Janney Montgomery Scott	2.696011	no
12:14:14 pm	Raymond James	2.688010	no
12:14:18 pm	UBS Financial Services	2.688555	no
12:14:26 pm	Janney Montgomery Scott	2.690788	no
12:14:38 pm	UBS Financial Services	2.688447	no
12:14:58 pm	Raymond James	2.687435 (1)	no
12:15:19 pm	UBS Financial Services	2.688408	no
12:15:48 pm	JP Morgan Securities	2.687393	no
12:15:50 pm	UBS Financial Services	2.687700	no
12:15:50 pm	Janney Montgomery Scott	2.684386 (2)	YES
12:16:44 pm	JP Morgan Securities	2.687363	no
12:17:19 pm	JP Morgan Securities	2.687356	no

(1) First activation of two-minute rule - extended auction period until 12:16:58

(2) Third and final activation of two-minute rule - extended auction period until 12:17:50

* Indicates new leading bid.

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES OF 2008

Optional Redemption: March 1, 2018

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
3/1/2018			424,641.25	424,641.25	424,641.25	26,787.47	397,853.78
9/1/2018	5,000	4.000	424,641.25	429,641.25			
3/1/2019			424,541.25	424,541.25	854,182.50	53,884.05	800,298.45
9/1/2019	5,000	4.000	424,541.25	429,541.25			
3/1/2020			424,441.25	424,441.25	853,982.50	53,871.44	800,111.06
9/1/2020	5,000	4.375	424,441.25	429,441.25			
3/1/2021			424,331.88	424,331.88	853,773.13	53,858.23	799,914.90
9/1/2021	5,000	4.375	424,331.88	429,331.88			
3/1/2022			424,222.50	424,222.50	853,554.38	53,844.43	799,709.95
9/1/2022	40,000	4.375	424,222.50	464,222.50			
3/1/2023			423,347.50	423,347.50	887,570.00	55,990.22	831,579.78
9/1/2023	110,000	4.500	423,347.50	533,347.50			
3/1/2024			420,872.50	420,872.50	954,220.00	60,194.68	894,025.32
9/1/2024	190,000	4.550	420,872.50	610,872.50			
3/1/2025			416,550.00	416,550.00	1,027,422.50	64,812.48	962,610.02
9/1/2025	240,000	4.625	416,550.00	656,550.00			
3/1/2026			411,000.00	411,000.00	1,067,550.00	67,343.83	1,000,206.17
9/1/2026	3,570,000	5.000	411,000.00	3,981,000.00			
3/1/2027			321,750.00	321,750.00	4,302,750.00	271,428.66	4,031,321.34
9/1/2027	6,910,000	5.000	321,750.00	7,231,750.00			
3/1/2028			149,000.00	149,000.00	7,380,750.00	465,596.90	6,915,153.10
9/1/2028	5,960,000	5.000	149,000.00	6,109,000.00			
3/1/2029					6,109,000.00	385,371.60	5,723,628.40
9/1/2029							
3/1/2030							
TOTALS	17,040,000		8,529,396.25	25,569,396.25	25,569,396.25	1,612,984.00	23,956,412.25

PE% 11.48% *(Temporary)*
 AR% 54.95% *(2017-2018)*

Net 6.31% *Effective Reimbursement*

EAST STROUDSBURG AREA SCHOOL DISTRICT
UNRESTRICTED YIELD ESCROW

ESCROW REQUIREMENTS				ESCROW EARNINGS				
1	2	3	4	5	6	7	SETTLE 8	12/1/2017 9
Date	Principal	Interest	Required	Par	Coupon	Earnings	Cash Flow	Balance
3/1/2018	17,040,000.00	424,641.25	17,464,641.25	17,416,971.00	1.110	47,670.01	17,464,641.01	1.00
TOTALS	17,040,000.00	424,641.25	17,464,641.25	17,416,971.00	1.110	47,670.01	17,464,641.01	2.24

Actual Escrow Yield 1.096293%
Actual Escrow Cost 17,416,972.24

Maximum Escrow Yield (Yield on new Bonds) 2.448175%
Perfect Escrow Cost 17,358,721.44

Difference (58,250.80)

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES AAA OF 2017
REFUNDS THE SERIES OF 2008

Settle 12/1/2017
Dated 12/1/2017

1	2	3	4	5	6	7	8	9	10	11	12
Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service	State Aid	Proposed Local Effort	Existing Local Effort	LESS: Cash Contribution [1]	Savings
3/1/2018				145,491.25	145,491.25	145,491.25	9,177.97	136,313.28	397,853.78	(180,000.00)	81,540.49
9/1/2018	5,000	1.500	1.500	290,982.50	295,982.50						
3/1/2019				290,945.00	290,945.00	586,927.50	37,024.91	549,902.59	800,298.45		250,395.86
9/1/2019	5,000	1.500	1.500	290,945.00	295,945.00						
3/1/2020				290,907.50	290,907.50	586,852.50	37,020.18	549,832.32	800,111.06		250,278.75
9/1/2020	5,000	1.500	1.500	290,907.50	295,907.50						
3/1/2021				290,870.00	290,870.00	586,777.50	37,015.45	549,762.05	799,914.90		250,152.85
9/1/2021	5,000	2.200	2.200	290,870.00	295,870.00						
3/1/2022				290,815.00	290,815.00	586,685.00	37,009.62	549,675.38	799,709.95		250,034.56
9/1/2022	5,000	2.200	2.200	290,815.00	295,815.00						
3/1/2023				290,760.00	290,760.00	586,575.00	37,002.68	549,572.32	831,579.78		282,007.45
9/1/2023	15,000	2.200	2.200	290,760.00	305,760.00						
3/1/2024				290,595.00	290,595.00	596,355.00	37,619.62	558,735.38	894,025.32		335,289.95
9/1/2024	90,000	2.200	2.200	290,595.00	380,595.00						
3/1/2025				289,605.00	289,605.00	670,200.00	42,277.96	627,922.04	962,610.02		334,687.98
9/1/2025	130,000	2.200	2.200	289,605.00	419,605.00						
3/1/2026				288,175.00	288,175.00	707,780.00	44,648.60	663,131.40	1,000,206.17		337,074.77
9/1/2026	3,440,000	4.000	2.240 *	288,175.00	3,728,175.00						
3/1/2027				219,375.00	219,375.00	3,947,550.00	249,021.72	3,698,528.28	4,031,321.34		332,793.06
9/1/2027	6,720,000	4.000	2.360 *	219,375.00	6,939,375.00						
3/1/2028				84,975.00	84,975.00	7,024,350.00	443,114.26	6,581,235.74	6,915,153.10		333,917.36
9/1/2028	5,665,000	3.000	2.700 *	84,975.00	5,749,975.00						
3/1/2029						5,749,975.00	362,723.37	5,387,251.63	5,723,628.40		336,376.77
9/1/2029											
3/1/2030											

TOTALS **16,085,000** **5,690,518.75** **21,775,518.75** **21,775,518.75** **1,373,656.34** **20,401,862.41** **23,956,412.25** **(180,000.00)** **3,374,549.84**

PE% 11.48% (Estimated)
AR% 54.95% (2017-2018)

Present Value Local Effort Savings **2,913,906.21**

Net 6.31% Effective Reimbursement

Savings Allocation	Amount	Percentage
School District's Share	3,374,549.84	19.80%
State's Share	239,327.66	1.40%
Total Savings	3,613,877.50	21.21%

*Priced to September 1, 2025 Optional Redemption

[1] Cash contribution as part of the regularly scheduled 3/1/2018 interest payment on the 2008 bonds

EAST STROUDSBURG AREA SCHOOL DISTRICT SERIES AAA OF 2017 Composition of the Issue
--

SOURCES:		
Bonds		16,085,000.00
Net Original Issue Premium		1,322,557.30
Cash Contribution [1]		180,000.00
	Total	<u>17,587,557.30</u>

USES:		
Amount Required for 2008 Escrow		17,416,972.24
Underwriter's Discount	\$3.06	49,220.10
Bond Insurance		0.00
Total Legal Fees and Expenses		35,000.00
Financial Advisor		46,500.00
Printing & Word Processing		10,000.00
Credit Rating (Moody's Aa3)		16,650.00
Escrow Structuring & Verification Agent		6,000.00
Internet Auction Administrator		2,750.00
Paying/Escrow Agent (BNY Mellon)		1,750.00
Miscellaneous Expenses/Rounding		2,714.96
	Total	<u>17,587,557.30</u>

Dated Date 12/1/2017

Settlement Date 12/1/2017

Yield of the Issue	2.448175
--------------------	----------

OIP/(OID) Calculations		
Date	Price	OIP/(OID)
9/1/2018	100.000%	0.00
9/1/2019	100.000%	0.00
9/1/2020	100.000%	0.00
9/1/2021	100.000%	0.00
9/1/2022	100.000%	0.00
9/1/2023	100.000%	0.00
9/1/2024	100.000%	0.00
9/1/2025	100.000%	0.00
9/1/2026	112.455%	428,452.00
9/1/2027	111.550%	776,160.00
9/1/2028	102.082%	117,945.30
TOTAL		1,322,557.30

[1] Cash contribution as part of the regularly scheduled 3/1/2018 interest payment on the 2008 bonds

**EAST STROUDSBURG AREA SCHOOL DISTRICT
GENERAL OBLIGATION BONDS
SERIES AAA OF 2017**

SUMMARY OF FINANCING

2017AAA Bonds Principal: \$16,085,000

Pricing Date: 10/30/2017

Settlement Date: 12/1/2017

Credit Rating: Moody's: Aa3

Overall Arbitrage Yield: 2.448175%

Refunding Savings: \$3,374,550

Savings as a % of Refunded Principal: 19.80%

Use of Proceeds:

Proceeds of the Bonds will be used to: (1) currently refund the School District's outstanding General Obligation Bonds, Series of 2008, and (2) to pay related costs and expenses, including the costs of issuing the Bonds.

FINANCING TEAM MEMBERS

Issuer	<i>East Stroudsburg Area School District</i>
Solicitor	<i>Law Office of Thomas Dirvonas</i>
Bond Counsel	<i>Rhoads & Sinon LLP</i>
Financial Advisor	<i>PFM Financial Advisors LLC</i>
Underwriter	<i>Janney Montgomery Scott LLC</i>
Paying / Redemption Agent	<i>Bank of New York Mellon Trust Company, N.A.</i>
Escrow Structuring	<i>PFM Asset Management LLC</i>
Verification Agent	<i>BondResource Partners LP</i>
Rating Agency	<i>Moody's Investors Service</i>

V. Items for Discussion

f. Electric Bid Results



**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

EAST STROUDSBURG SCHOOL DISTRICT ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Passed Through
Transmission Costs	Passed Through
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs will be passed through to you. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Adding and Deleting Accounts. We grant you the right to add one or more new Account(s) to this Agreement ("Add"), not to exceed 5.00% of the actual total historical monthly kilowatt-hours consumption reported to us for the immediately preceding yearly period prior to the Start Date herein or in the case of Account(s) that did not receive electricity in the prior year period, our good-faith estimate of the anticipated monthly consumption for such Account(s). In addition, we grant you the right to delete Account(s) already a part of this Agreement ("Delete"), up to 5.00% of the actual total historical monthly kilowatt-hours consumption reported to us for the immediately preceding yearly period prior to the Start Date herein. In no event will you be allowed to net Add(s) against Delete(s) to exceed these 5.00% caps. In each case, any Add or Delete will only be allowed if: (i) such Add/Delete(s) are done in the ordinary course of your business and not for economic reasons, (ii) there is no un-remedied default by you; (iii) any Account to be added is located within the UDC area currently being served by us under this Agreement. For any Add(s) that exceed 5.00% of the actual total historical monthly kilowatt-hours consumption reported to us for the

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immediately preceding yearly period prior to the Start Date herein or that are requested after these allowances have been met, the parties will enter into good faith negotiations to add the Account(s) at the then current market rate.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.005250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12 month period is greater than 25 kilowatts, and that electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. If you are a Pennsylvania consumer, you acknowledge provisions of the UDC's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the UDC's disclosure of Customer-specific information to electric generation suppliers, and you agree to prohibit the disclosure of any such information to any electric generation supplier other than Seller during the term of this Agreement. You may change this election at any time by contacting the UDC. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

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Sales Rep: Alison Diller

181307.1097.0

Printed: 10/17/2017

UDC Name	UDC Abbreviation	Contact Numbers
Metropolitan Edison Company	METED	1-888-544-4877

Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at (202) 626-5100, 1333 H Street, NW, 6th Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, **861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: East Stroudsburg School District

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Date: _____
Address: Carl T. Secor Admin Building, 50 Vine Street
East Stroudsburg, PA 18301

Fax: **888-829-8738**

Fax:

Phone: **888-635-0827**

Phone:

Email:

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 (21a)

Sales Rep: Alison Diller

181307.1097.0

Printed: 10/17/2017

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions. Beginning on June 1, 2015, several Pennsylvania UDCs (i.e., PECO, MetEd, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting RMR Costs that are incurred during the term of this Agreement on your UDC Charges. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting RMR Costs and we again become responsible for collecting them, we will pass those costs through to you.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory. Beginning on June 1, 2015, PECO will be responsible for collecting the Transmission Cost Enhancement Charges on your Delivery Charges along with several Pennsylvania UDCs (i.e., MetEd, Penelec, Penn-Power and West Penn-Power) that began collecting this charge effective June 1, 2013. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting Transmission Cost Enhancement Charges and we again become responsible for collecting them, we will pass those costs through to you.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

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3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative

action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely

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upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 (21a)

Sales Rep: Alison Diller

181307.1097.0

Printed: 10/17/2017

ACCOUNT SCHEDULE:

For: East Stroudsburg School District

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on October 17, 2017

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below. Please verify that your specific information is COMPLETE and ACCURATE. Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 20

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
METED	08011226510003182137	BUSHKILL FALLS RD, BUSHKILL, PA 183240000	07/02/19	06/30/21	\$0.03333
METED	08011625320002148337	N Courtland St, East Stroudsburg, PA 183012102	07/15/19	07/13/21	\$0.03333
METED	08011625320002235031	Rt 209, East Stroudsburg, PA 183029706	07/12/19	07/12/21	\$0.03333
METED	08011625320002449942	2000 MILFORD RD, EAST STROUDSBURG, PA 183017800	07/23/19	07/21/21	\$0.03333
METED	08011625320002469374	Rt 402 And Gravel Ridge Rd, East Stroudsburg, PA 183029705	07/11/19	07/11/21	\$0.03333
METED	08011625320003069134	River Rd, East Stroudsburg, PA 183027919	07/12/19	07/12/21	\$0.03333
METED	08011625320003069135	River Rd, East Stroudsburg, PA 183027919	07/12/19	07/12/21	\$0.03333
METED	08011625320006437221	EAST STROUDSBURG ELEMENTARY, 30 INDEPENDANCE RD, EAST STROUDSBURG, PA 183019201	07/24/19	07/22/21	\$0.03333
METED	08011625320006449306	BLK 0 LT, 245 RIVER RD, EAST STROUDSBURG, PA 183017922	07/12/19	07/12/21	\$0.03333
METED	08011625320006487611	5180 MILFORD RD, EAST STROUDSBURG, PA 183029706	07/10/19	07/08/21	\$0.03333
METED	08011625320006528814	Rte 209, East Stroudsburg, PA 18301-9802	07/10/19	07/08/21	\$0.03333
METED	08011625620002278430	Rt 209 N, East Stroudsburg, PA 183029706	07/10/19	07/08/21	\$0.03333
METED	08011625620002278438	Rt 209 N, East Stroudsburg, PA 183029706	07/10/19	07/08/21	\$0.03333
METED	08012155590002300887	Rt 209, East Stroudsburg, PA 183029706	07/05/19	07/05/21	\$0.03333
METED	08012405060006324341	Rte 2012, East Stroudsburg, PA 183017739	07/18/19	07/18/21	\$0.03333
METED	08019970710007382228	151 E BROAD ST, EAST STROUDSBURG, PA 183012234	07/23/19	07/21/21	\$0.03333
METED	08019970810002147880	East Broad Road, East Stroudsburg, PA 183012116	07/23/19	07/21/21	\$0.03333
METED	08028592700005388084	Rt 402, Flashing School Zone Sign, East Stroudsburg, PA 183029705	07/15/19	07/13/21	\$0.03333
METED	08028592700005388085	Rt 402, East Stroudsburg, PA 183029705	07/09/19	07/07/21	\$0.03333

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METED	08028592700006511704	30 Independence Rd, East Stroudsburg, PA 183019201	07/24/19	07/22/21	\$0.03333
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TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT **888-829-8738**.

Payments to Certain Third-Parties: You acknowledge and understand that

- We are making a payment to Provident Energy Consulting in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Provident Energy Consulting
- Provident Energy Consulting is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to Provident Energy Consulting.

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V. Items for Discussion

g. North Site ESCO Project

**EAST STROUDSBURG AREA SCHOOL DISTRICT
SUMMARY OF NEW MONEY OPTIONS**

**Option 1:
Level Debt Service**

1

	ESCO
Principal	\$3,000,000
Timing	May 2018
Term	20 Years
Structure	Level

2	3	4	5	6
		ESTIMATED	LESS:	
Fiscal Year Ending	Existing Local Effort	Proposed Local Effort [1]	Energy & Operational Savings	Total Local Effort
6/30/2018	14,409,704			14,409,704
6/30/2019	14,522,905	202,850		14,725,754
6/30/2020	14,545,716	200,786		14,746,502
6/30/2021	14,545,201	203,626		14,748,827
6/30/2022	14,544,292	201,263		14,745,555
6/30/2023	14,546,157	203,763		14,749,920
6/30/2024	14,546,499	200,968		14,747,467
6/30/2025	14,546,761	203,004		14,749,765
6/30/2026	14,548,235	199,751		14,747,986
6/30/2027	14,548,625	201,335		14,749,960
6/30/2028	14,554,932	202,625		14,757,557
6/30/2029	14,560,347	203,638		14,763,985
6/30/2030	14,562,923	199,363		14,762,286
6/30/2031	355,182	199,968		555,149
6/30/2032	178,634	200,318		378,952
6/30/2033	5,911	200,406		206,317
6/30/2034	5,738	200,225		205,963
6/30/2035	5,565	199,785		205,350
6/30/2036	5,392	204,080		209,472
6/30/2037	5,219	202,956		208,175
6/30/2038	5,046	201,591		206,637
6/30/2039	4,873			4,873
6/30/2040	4,700			4,700
TOTAL	189,558,559	4,032,295	0	193,590,854

[1] Assumes no state reimbursement

**EAST STROUDSBURG AREA SCHOOL DISTRICT
SUMMARY OF NEW MONEY OPTIONS**

**Option 2:
Wrap Around Debt Service**

1

	ESCO
Principal	\$6,600,000
Timing	May 2018
Term	13 Years
Structure	Wrap

2	3	4	5	6
		ESTIMATED	LESS:	
Fiscal Year Ending	Existing Local Effort	Proposed Local Effort [1]	Energy & Operational Savings	Total Local Effort
6/30/2018	14,409,704			14,409,704
6/30/2019	14,522,905	202,598		14,725,503
6/30/2020	14,545,716	202,512		14,748,228
6/30/2021	14,545,201	202,422		14,747,623
6/30/2022	14,544,292	202,328		14,746,619
6/30/2023	14,546,157	202,228		14,748,384
6/30/2024	14,546,499	202,120		14,748,619
6/30/2025	14,546,761	202,006		14,748,767
6/30/2026	14,548,235	201,886		14,750,121
6/30/2027	14,548,625	201,759		14,750,384
6/30/2028	14,554,932	201,627		14,756,559
6/30/2029	14,560,347	201,489		14,761,836
6/30/2030	14,562,923	201,347		14,764,270
6/30/2031	355,182	6,736,200		7,091,382
6/30/2032	178,634			178,634
6/30/2033	5,911			5,911
6/30/2034	5,738			5,738
6/30/2035	5,565			5,565
6/30/2036	5,392			5,392
6/30/2037	5,219			5,219
6/30/2038	5,046			5,046
6/30/2039	4,873			4,873
6/30/2040	4,700			4,700
TOTAL	189,558,559	9,160,520	0	198,719,079

[1] Assumes no state reimbursement

V. Items for Discussion

h. District Recycling Program

Report Period: January 2016 through December 2016

Working together to recycle,

E Stroudsburg ASD and Waste Management are reaching some amazing milestones.

We have saved:



1,372 mature trees

Enough to produce 16,995,908 sheets of newspaper



376 cubic yards of landfill space

Enough airspace to meet the disposal needs of 482 people



165,823 kW-hrs of electricity

Enough to power 15 homes for a full year



371 metric tons of CO2 equivalent

Preventing greenhouse gas emissions



640,147 gallons of water

Enough to meet the fresh water needs of 8,535 people for a year

Created on 09/07/2017

The recycling and waste data used in this report is based on actual customer data, historic WM studies, and EPA averages. For a more detailed analysis of your waste stream, talk to your WM rep about conducting a waste stream audit.



THINK GREEN®

Report Period: January 2016 through December 2016

Recycling and Waste Stream Summary

"The Big Five" Recyclable Materials

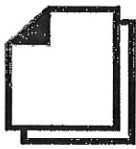
We have saved:



Landfilled	964.3 tons	90.26%
Diverted	104.0 tons	9.74%
Total	1,068.3 tons	100.00%



Organics 0.0 tons
*Ask your WM sales rep if Organics Recycling is available in your area



Paper 22.9 tons	Plastic 2.3 tons	Aluminum 2.3 tons	Glass 8.0 tons	Cardboard 68.6 tons
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Created on 09/07/2017


The recycling and waste data used in this report is based on actual customer data, historic WM studies, and EPA averages. For a more detailed analysis of your waste stream, talk to your WM rep about conducting a waste stream audit.








THINK GREEN®






Recycling and Waste Stream Summary

We have saved:

	Landfilled	964.3 tons	90.3%
	Diverted	104.0 tons	9.7%
	Total	1,068.3 tons	100.0%

				
Paper	Plastic	Aluminum	Glass	Cardboard
22.9 tons	2.3 tons	2.3 tons	8.0 tons	68.6 tons

These recycling efforts conserved the following resources:

-  1,372 mature trees
Enough to produce 16,995,908 sheets of newspaper
-  376 cubic yards of landfill space
Enough airspace to meet the disposal needs of 482 people
-  165,823 kW-hrs of electricity
Enough to power 15 homes for a full year
-  371 metric tons of CO2 equivalent
Preventing greenhouse gas emissions
-  640,147 gallons of water
Enough to meet the fresh water needs of 8,535 people for a year

Created on 09/07/2017

The recycling and waste data used in this report is based on actual customer data, historic WM studies, and EPA averages. For a more detailed analysis of your waste stream, talk to your WM rep about conducting a waste stream audit.

V. Items for Discussion

1. Property & Facilities Items

- i. JTL/LIS Masonry – D’Huy Engineering Invoice #46771 - \$8,944.76



D'HUY Engineering, Inc.
 One East Broad Street, Suite 310 Bethlehem, PA 18018
 Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 46771
 09/30/2017

East Stroudsburg Area School District

50 Vine Street
 East Stroudsburg, PA 18301
 Mr. Jeffrey Bader

J. T. Lambert Intermediate School Masonry Investigation
287005
 For Services Rendered From August 26, 2017 To September 29, 2017

01 - Field Surveys & Probes

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$25,400.00	\$25,400.00	100.00	\$0.00

02 - Analysis & Report

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$18,500.00	\$18,500.00	100.00	\$0.00

03 - Natatorium at High School North

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$5,000.00	\$5,000.00	100.00	\$0.00

04 - Design & Bidding for Masonry Repairs

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$64,000.00	\$64,000.00	100.00	\$0.00

05 - Construction Services for Masonry Repairs

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$63,055.24
Current Billings Against Maximum	\$8,944.76
Balance After This Invoice:	\$0.00

Professional Services

	Task	Hours	Rate	Amount
Engineer in Training	Field Survey	20.00	85.00	\$1,700.00
Engineer in Training	Site Meetings	1.50	85.00	\$127.50
Engineer in Training	Project Administration	12.00	85.00	\$1,020.00
Engineer in Training	Report Review	3.75	85.00	\$318.75
Engineer in Training	Travel	10.50	85.00	\$892.50

Project 287005 J. T. Lambert Intermediate School Masonry Investigation

Invoice 46771

Engineer in Training	Meeting Minutes Preparation	1.00	85.00	\$85.00
Engineer in Training	Presentation Preparation	.25	85.00	\$21.25
Principal Engineer	Document Review	3.50	180.00	\$630.00
Principal Engineer	Engineering Analysis	1.00	180.00	\$180.00
Principal Engineer	Site Visit	7.00	180.00	\$1,260.00
Principal Engineer	Teleconference	1.25	180.00	\$225.00
Principal Engineer	Meetings with Client	4.75	180.00	\$855.00
Senior Project Manager	Project Administration	6.00	130.00	\$780.00

Total Professional Services for 05

\$8,095.00

Reimbursables

	Unit Rate	Qty	Markup	Amount
Federal Express	15.86	1.00	1.00	\$15.86
Federal Express	16.13	1.00	1.00	\$16.13
In-house photocopies	0.00	27.00	.20	\$5.40
Mileage	0.54	1,530.80	1.00	\$819.04

Total Reimbursables for 05

\$856.43

Total Charges for 05

\$8,951.43

INVOICE TOTAL \$8,944.76

V. Items for Discussion

1. Property & Facilities Items

ii. JTL/LIS Masonry – Jones Pay App #5 - \$131,478.50

APPLICATION AND CERTIFICATION FOR PAYMENT
 TO : East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301

AIA DOCUMENT G702
 PROJECT: J T Lambert Intermediate School Masonry Repairs
 APPLICATION NO.: 5

Page one of 2 Pages

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	X

PERIOD TO: 10/19/17

PROJECT NO: 287005

CONTRACT DATE:

VIA ARCHITECT:
 D'Huy Engineering, Inc.

FROM CONTRACTOR:
 Jones Masonry Restoration Corporation
 CONTRACT FOR:
 East Stroudsburg Area School District

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. Original Contract Sum	\$	1,548,000.00
2. Net change by Change Orders	\$	0.00
3. Contract Sum to Date (line 1 + 2)	\$	1,548,000.00
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703)	\$	1,513,570.00
5. RETAINAGE:	\$	75,678.50
a. <u>5%</u> of Completed Work (Column D + E on G703)	\$	75,678.50
b. <u>0%</u> of Stored Material (Column F on G703)	\$	0
Total Retainage (lines 5a + 5b or total in Column 1 of G703)	\$	75,678.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,437,891.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,306,413.00
8. CURRENT PAYMENT DUE	\$	131,478.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	110,108.50

CONTRACTOR: Jones Masonry Restoration Corporation

By: [Signature] Date: 10/19/17

State of: PA

County of: (Dauphin

Subscribed and sworn to before me this 19th day of October 2017

Notary Public: Trina R. Hardison

My Commission expires: 10/04/20

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Trina R. Hardison
 Lower Paxton Twp, Dauphin County
 My Commission Expires 10/04/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 131,478.50

(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.)
 ENGINEER:

BY: [Signature] Date: 10/20/17

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 of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this Month		
TOTALS		
NET CHANGES By Change order		

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

CONTINUATION SHEET

APPLICATION NO. **X5**
 PERIOD ENDING **9/20/2017** **10/19/17**
 Architect's No.

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE	% COMPLETED	BALANCE TO FINISH	RETAINAGE
1	Mobilization	142,500.00	142,500.00			142,500.00	100%	0.00	7,125.00
2	Submittals	28,500.00	28,500.00			28,500.00	100%	0.00	1,425.00
3	Bond	46,440.00	46,440.00			46,440.00	100%	0.00	2,322.00
4	JT Lambert								
5	Masonry Cleaning	60,000.00	45,000.00	15,000.00		60,000.00	100%	0.00	3,000.00
6	Masonry Veneer Replacement	292,310.00	292,310.00			292,310.00	100%	0.00	14,615.50
7	Caulking	72,000.00	72,000.00			72,000.00	100%	0.00	3,600.00
8	Window Head Repair	150,000.00	150,000.00			150,000.00	100%	0.00	7,500.00
9	Site Walls Reconstruction	375,000.00	337,500.00	37,500.00		375,000.00	100%	0.00	18,750.00
10	Steel	80,000.00	76,000.00	4,000.00		80,000.00	100%	0.00	4,000.00
11	Metal Coping	15,000.00	15,000.00			15,000.00	100%	0.00	750.00
12	Landscaping	10,000.00	10,000.00	-5,000.00		5,000.00	50%	5,000.00	250.00
13	Lintel Replacement	5,000.00	5,000.00			5,000.00	100%	0.00	250.00
14	Alternate#1	18,000.00	18,000.00			18,000.00	100%	0.00	900.00
15	Allowance	105,400.00	84,320.00	10,500.00		94,820.00	90%	10,580.00	4,741.00
16	North High School								
17	Masonry Veneer Replacement	80,000.00	76,000.00	4,000.00		80,000.00	100%	0.00	4,000.00
18	Repointing	40,000.00	38,000.00	2,000.00		40,000.00	100%	0.00	2,000.00
19	Caulking	3,000.00	1,500.00	1,500.00		3,000.00	100%	0.00	150.00
20	Masonry Cleaning	3,000.00	2,700.00	300.00		3,000.00	100%	0.00	150.00
	Sheet Metal	3,000.00	0.00	3,000.00		3,000.00	100%	0.00	150.00
21	Close Out Documents	5,000.00	0.00			0.00	0%	5,000.00	0.00
22	Demobilization	13,850.00	0.00			0.00	0%	13,850.00	0.00
		1,548,000.00	957,226.00	72,800.00		1,513,570.00		34,430.00	75,678.50

V. Items for Discussion

1. Property & Facilities Items

iii. LIS Metal Panel Repair – C&D Waterproofing - \$9,975.00



Specializing in the Repair of the Building Envelope

October 9, 2017

Mr. Scott Ihle, Facilities Director
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

**RE: Lehman Intermediate Center - N. High School Campus
Remove & Re-Anchor Panels**

Subject: Metal Wall Panel Stabilization

Dear Scott:

As per your request and upon careful examination of the above referenced structure, we are pleased to submit this quotation for the work to be performed as follows:

SCOPE OF WORK:

1. Remove cap metal and (8) eight existing metal panels.
2. Replace existing deteriorated building paper with new 15 lb. felt or equal (+/- 300 SF included).
3. Reinstall and add 1/4" new SS self-tapping screws where required at continuous extruded integral retainers attached to existing wall studs at 16" oc.
4. Reinstall metal coping pieces.
5. Install new sealant where originally provided.

QUOTE: We shall perform previously referenced work Items 1 thru 5 for the sum of:

\$9,975.00 Nine Thousand Nine Hundred Seventy-Five Dollars.

NOTE: This quote is based on providing (2) Restoration Mechanics for (5) working days and providing an Aerial Lift for access for the same period. If this time is exceeded additional compensation will have to be provided and agreed upon.

Prepared by,
C&D Waterproofing Corp.

A handwritten signature in cursive script that reads 'Jeffrey L. Marshman'.

Jeffrey L. Marshman
President

www.cdwaterproofingcorp.com • info@cdwaterproofingcorp.com

300 Papermill Road • Bloomsburg, Pennsylvania 17815 • 570.389.8446 • Fax: 570.389.8447

Member: Sealant, Waterproofing & Restoration Institute • Mason Contractors Association of America • National Roofing Contractors Association
Equal Opportunity Employer

V. Items for Discussion

1. Property & Facilities Items

iv. LIS Door & Frame Replacement – A.G. Mauro – \$21,350.00 (Costars)

ATTACHMENT VI D.1

Quote GME 09/27-01
Date September 27, 2017



THE A. G. MAURO COMPANY

580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17839
TELEPHONE: (717) 938-4671
FAX: (717) 938-2471

ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

EAST STROUDSBURG AREA SD
50 VINE ST
EAST STROUDSBURG PA 18301

Job Name: LEHMAN INTERMEDIATE
DOOR 9

Job Location:

ATTN: CURTIS BEAM
PHONE: 570-424-8500 x 10422, CELL 570-807-6214
FAX: 570-588-4406
EMAIL: curtis-beam@esasd.net

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

- 4 EACH CONTINUOUS HINGES-DK BRONZE
- 4 EACH CONCEALED VERTICAL ROD EXITS
REUSE CLOSERS
- 4 EACH THRESHOLDS, SWEEPS, ASTRAGALS, AND WEATHERSTRIPPING AS REQUIRED
- 2 PAIR ALUMINUM DOORS, DARK BRONZE, PER DRAWING
- 1 EACH ALUMINUM COMPLICATED FRAME, PER ATTACHED DRAWING

INSTALLED PRICE: \$ 21,350.00

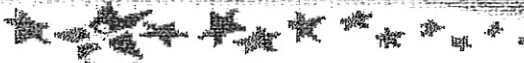
ALTERNATE PRICE TO GO TO RIM EXITS AND MULLIONS,

INSTALLED PRICE: \$ 21,200.00

STATE CONTRACT # 4400014916

COSTARS CONTRACT # 008-289

COSTARS VENDOR # 143426



Terms No Retention-Net 30 Days

Quoted by *Greg Eckard*

No "pay-if-paid" or "pay-when-paid" clauses accepted.

Finance charge of 1-1/4% per month.

will be applied on invoices after 60 days.

GREG ECKARD
MANAGER - OUTSIDE SALES

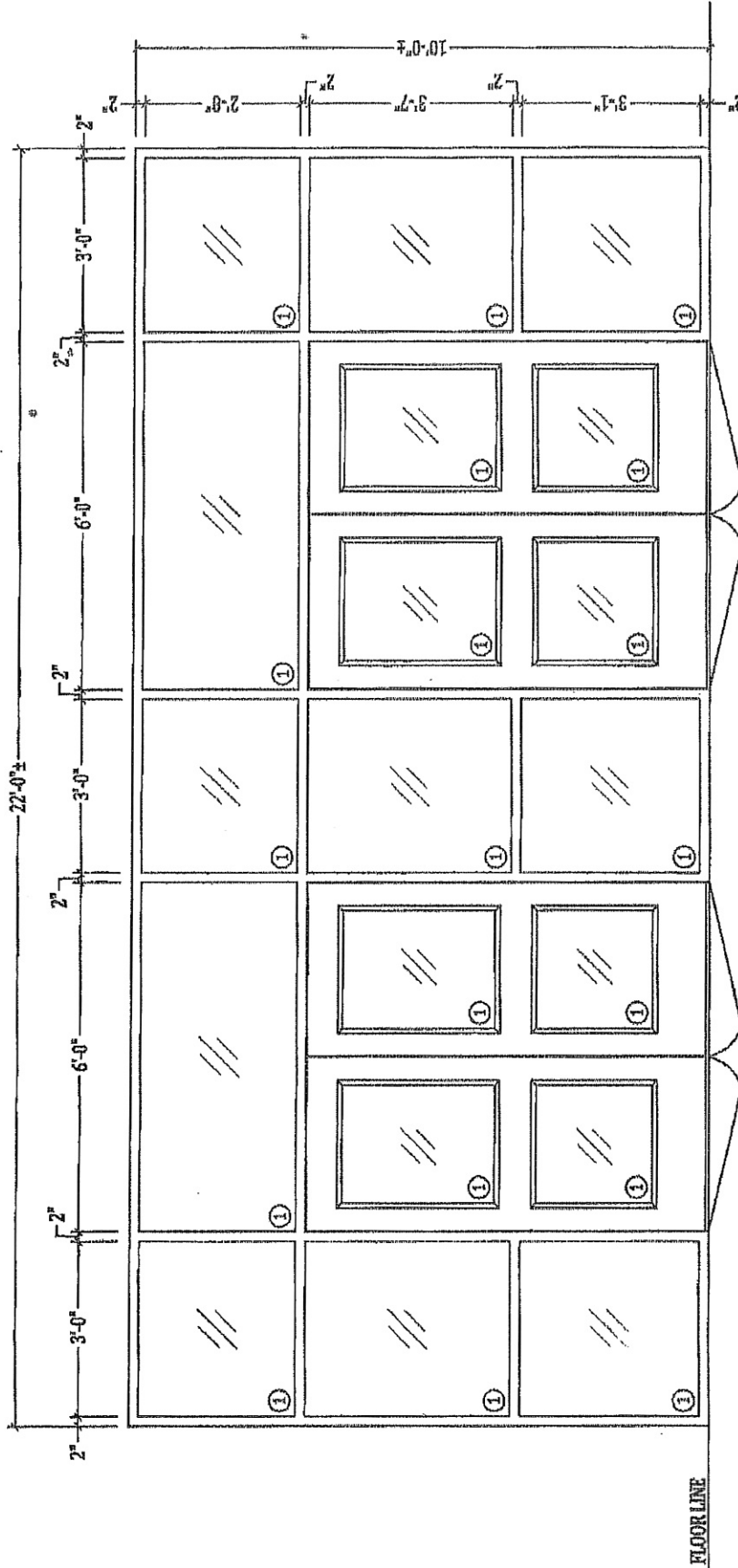
All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

2" x 4 1/2" TUBE FRAME
DARK BRONZE



① 1" INSULATED GLASS

ALUMINUM DOORS & FRAME

DRAWN BY
TEM



JOB NUMBER

SHEET 01 OF 01

V. Items for Discussion

1. Property & Facilities Items

- v. JTL/LIS Masonry – D’Huy Request for
Contract Amendment – \$21,000.00



D'HUY Engineering, Inc.

A Tradition of Excellence

CONSULTING ENGINEERS: Project Management | Facilities Engineering | Structural Design & Analysis | Forensic Engineering

October 20, 2017

Mr. Scott Ihle (scott-ihle@esasd.net)
Director of Facilities
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

RE: Masonry Repairs to North High School
DEI Project No. 287005

Dear Mr. Ihle:

As of last month, we have exhausted the fees established in our proposal dated December 13, 2016 and executed by the District on December 19, 2016.

Our proposed Construction Administration fee was based on the following agreement language:

It is estimated that the construction timeframe will occur between approximately June 5, 2017 and August 25, 2017 (12 weeks). Based on this anticipated duration, we propose to provide this on a time and expense basis for a not to exceed fee of \$72,000.00, which is \$6,000.00 per week for a typical 40-hour week.

We began full onsite services on June 12 and continued full services through September 8. Since that time, we have been averaging 2.5 days per week on site. This converts to a total of 16 weeks of on-site time through October 13, 2017. The reason for the increased project duration has been the extensive number of additional problems with the original construction that were encountered as the work progressed. In addition to DEI's additional on-site time, the problems encountered with original construction has required DEI to spend considerable effort to evaluate existing conditions and develop repair details to address / correct pre-existing construction deficiencies.

As of the end of September we are \$12,093.75 over the budgeted amount of \$72,000 for the construction administration phase. Based on the current status of the project and our anticipated effort to finish, we request that our fee be increased by \$21,000 (3 ½ weeks at \$6,000). We will only invoice for actual hours expended up to a total not-to-exceed fee of \$93,000 (\$72,000 + \$21,000).

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Carr".

Ronald C. Carr, P.E.
Principal