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COLONIAL INTERMEDIATE UNIT 20

6 Danforth Dr.
Easton, PA 18045-7899
www.ciu20.org

LETTER OF COMMITMENT

(Revised 9/8/2016)

The East Stroudsburg Area School District is committed to participating in the CIU20 R-WAN Project to continue the regional education network. As such, our district accepts the responsibility to remain a part of the CIU20 R-WAN for the period beginning July 1, 2015 and ending June 30, 2020. The Internet portion of this commitment is for the period beginning July 1, 2015 and ending June 30, 2017. The consortium will have the opportunity to renew Internet services after the initial term of two years. The monthly cost for participation in the CIU20 R-WAN for the East Stroudsburg Area School District is identified below and will be billed by CIU20 in installments (monthly or quarterly). It is recognized that a portion of this amount may be eligible for erate reimbursement and such reimbursements will be reconciled to the districts in accordance with their applicable e-rate discount percentage as it is received by CIU20. I understand that additional costs will be incurred if I request the purchase of additional commodity Internet during the course of this commitment. Such requests will be made in writing to the CIU20 Technology Director at least 60 days in advance of service. The costs referenced below include all benefits associated with the R-WAN connection and are based on 16 members participating. Should fewer or more members choose participation, the final costs may be slightly higher or lower.

East Stroudsburg Area School District is pleased to support the efforts of the consortium to improve the regional technology infrastructure, share resources and provide greater learning opportunities for the students we serve.

East Stroudsburg Area School District Monthly R-WAN Costs

Transport (E-Rate Eligible)	\$1,823.08
Zito Internet (E-Rate eligible) 1000 x \$.52/mbps (E-Rate Eligible)	\$520.00
RCN Internet	\$371.43
PAIUNet Circuit - 10 GB Shared (E-Rate eligible)	\$250.00
PTD Circuit - 10 GB Shared (E-Rate eligible)	\$161.74
Core Router	\$114.06
Support	\$200.00
CIU20 Administration Fee	\$50.00
Total Monthly Cost	\$3,490.31

Dr. William R. Riker, Superintendent

Date

ESASD Internet Costs									
<u>Current Service</u>	<u>Current Costs</u>	<u>Proposed Service</u>	<u>Proposed Costs</u>						<u>\$AVING\$</u>
(July 1, 2015 - Present)		(October 2016 - June 30, 2017)							
A. Commodity Internet (Zito - Primary Provider) 1000 MB (1GB) @ \$1.00 per MB	\$1,000.00	A. Commodity Internet (Zito - Primary Provider) 1000 MB (1GB) @ \$.52 per MB	\$520.00						(\$480.00)
B. WAN Circuit (Connection to CIU #20) 1 GB Circuit	\$1,823.08	B. WAN Circuit (Connection to CIU #20) 1 GB Circuit	\$1,823.08						\$0.00
C. Secondary Internet (for redundancy and back NONE at this time	\$0.00	C. Secondary Internet (RCN - Secondary Provider) Share of 2GB	\$371.43						\$371.43
D. PAIUNet (not e-Rate Eligible) Share of 1 GB of Bandwidth	\$250.00	D. PAIUNet (not e-Rate Eligible) Share of 10 GB of Bandwidth	\$250.00						\$0.00
E. CIU #20 Cost Recovery Fee (not e-Rate Eligible)	\$557.28	E. CIU #20 Cost Recovery Fee, Support (not e-Rate Eligible)	\$525.80						\$31.48
F. Total Monthly Cost (before e-Rate) (A+B+C+D+E)	\$3,630.36	F. Total Monthly Cost (before e-Rate) (A+B+C+D+E)	\$3,490.31						-\$140.05
G. e-Rate Discount (80%) (A+B) x 80%	\$2,258.46	G. e-Rate Discount (80%) (A+B) x 80%	\$1,874.46						
e-Rate Eligible Items Total	\$564.62	e-Rate Eligible Items Total	\$468.62						
H. Monthly District Costs (F-G)	\$1,371.90	H. Monthly District Costs (F-G)	\$1,244.42						-\$127.48
REMAINDER of TERM COSTS (9 months) (Hx9)	\$12,347.06	TOTAL TERM COSTS (9 months) (Hx9)	\$11,199.74						
		MONTHLY SAVINGS (after e-Rate)	-\$127.48						
		TERM SAVINGS - 9 Months (after e-Rate)	-\$1,147.32						
		TOTAL SAVINGS (after e-Rate)	-\$1,147.32						

C.

East Stroudsburg Area School District

RATE RENEGOTIATION SALE DOCUMENT

General Obligation Bonds, Series of 2013

\$7,240,000

**Settlement Date:
September 23, 2016**

Prepared by:
Jamie Doyle
Managing Director



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Harrisburg, PA 17101
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EAST STROUDSBURG AREA SCHOOL DISTRICT
Series of 2013 Bank Loan Rate Renegotiation Overview

Existing Loan Overview

- 1) Issued through ESSA Bank
- 2) \$7,240,000 principal outstanding (after 9/1/2016 payment)
- 3) Existing rate of 3.11% fixed through final maturity of 9/1/2027
- 4) Prepayable at any time without penalty

Rate Renegotiation Overview

- 5) Following discussions with ESSA Bank, a new rate of **1.99%** was proposed through final maturity of 9/1/2027
- 6) Produces net local effort savings (after costs of issuance and State's share of reimbursement) of **\$677,612.38** or **9.36%** of existing principal.
- 7) Costs of issuance to be paid from District cash
- 8) Proposed settlement date of September 23, 2016

Timeline of Events

Timing	Principal Outstanding	Applicable Rate	Description
Through 9/1/2016	\$7,435,000	3.11%	District makes regularly scheduled debt service payment of \$310,614.25 on 9/1/2016
9/1/2016 to 9/22/2016	\$7,240,000	3.11%	District accrues interest at existing rate of 3.11% through 9/22/2016. Interest amount totals \$13,760.02 during this period
9/23/2016 to 3/1/2017	\$7,240,000	1.99%	District accrues interest at new rate of 1.99% from 9/23/2016 through 3/1/2017 payment date. Interest amount totals \$63,233.36 during this period.
3/1/2017	\$7,240,000	1.99%	Total payment due on 3/1/2017 includes: \$13,760.02 from 9/1/2016 to 9/22/2016 at 3.11% \$63,233.36 from 9/23/2016 to 3/1/2017 at 1.99% Total payment due 3/1/2017 is \$76,993.38
3/1/2017 to 9/1/2027 maturity	Per existing amortization schedule	1.99%	District makes regularly scheduled payments per new payment schedule

EAST STROUDSBURG AREA SCHOOL DISTRICT

Summary of 2013 Bank Loan Refunding Options

		1		2		3	
		Final rate renegotiation with ESSA 1.990% (Per final proposal from ESSA)		Initial rate renegotiation with ESSA 2.080% (Per discussions with ESSA)		Current bond market 1.798% (Bond market estimates)	
		\$29,500 District cash Anytime No		\$29,500 District cash Anytime No		\$146,835 Bond proceeds 5 year call Yes	
		Estimated Local Effort Savings		Estimated Local Effort Savings		Estimated Local Effort Savings	
4	5	6	7	8	9	10	11
Fiscal Year Ending	Existing Local Effort						
6/30/2017	90,118	57,664	32,454	60,272	29,846	51,241	38,877
6/30/2018	429,770	357,100	72,670	362,940	66,830	371,058	58,712
6/30/2019	332,905	262,278	70,627	267,953	64,952	278,117	54,788
6/30/2020	198,477	128,642	69,835	134,254	64,224	140,484	57,993
6/30/2021	229,757	160,151	69,606	165,745	64,012	171,952	57,805
6/30/2022	224,134	154,911	69,223	160,474	63,660	166,741	57,393
6/30/2023	281,495	212,961	68,533	218,469	63,026	224,893	56,602
6/30/2024	287,636	220,175	67,461	225,596	62,040	232,290	55,346
6/30/2025	289,005	222,693	66,312	228,022	60,983	230,376	58,629
6/30/2026	833,369	771,347	62,022	776,331	57,038	775,405	57,964
6/30/2027	2,720,518	2,676,753	43,765	2,680,270	40,248	2,661,570	58,949
6/30/2028	2,648,667	2,634,062	14,605	2,635,235	13,432	2,591,333	57,334
TOTAL	8,565,851	7,858,738	707,112	7,915,560	650,291	7,895,460	670,391
		Gross Savings \$707,112 Less: SD Cash (\$29,500) Net Savings \$677,612		Gross Savings \$650,291 Less: SD Cash (\$29,500) Net Savings \$620,791		Gross Savings \$670,391 Less: SD Cash \$0 Net Savings \$670,391	



MUNICIPAL MARKET UPDATE

August 23, 2016

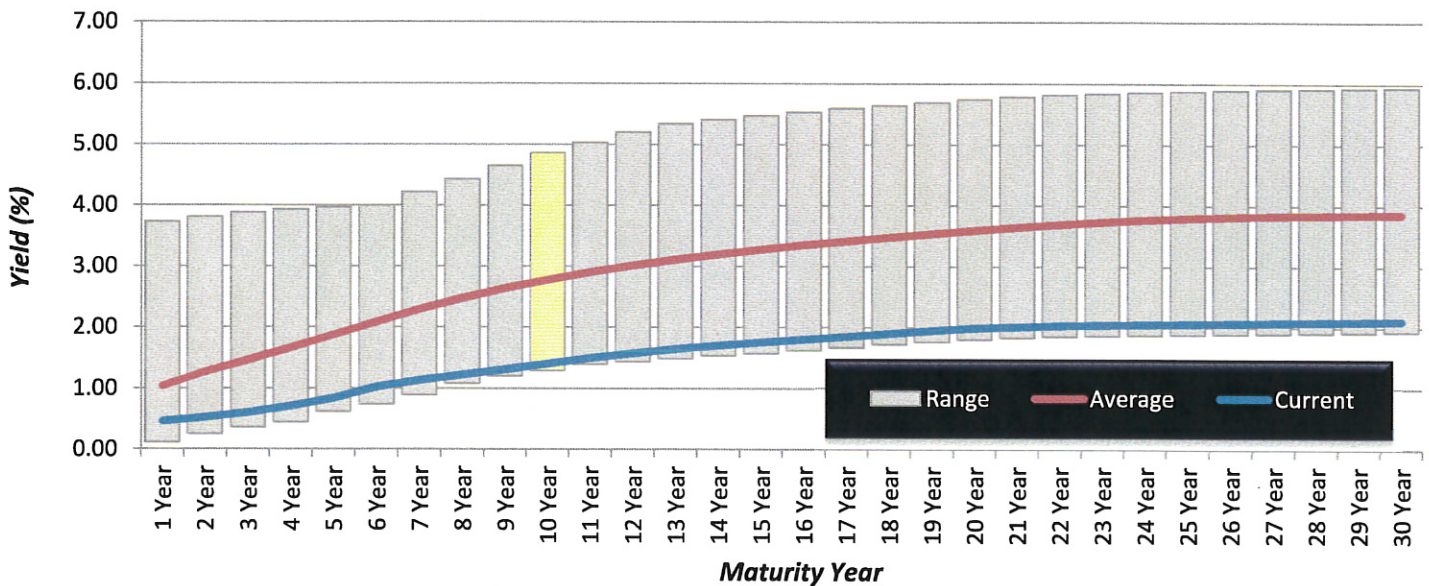


MMD YIELD CURVE

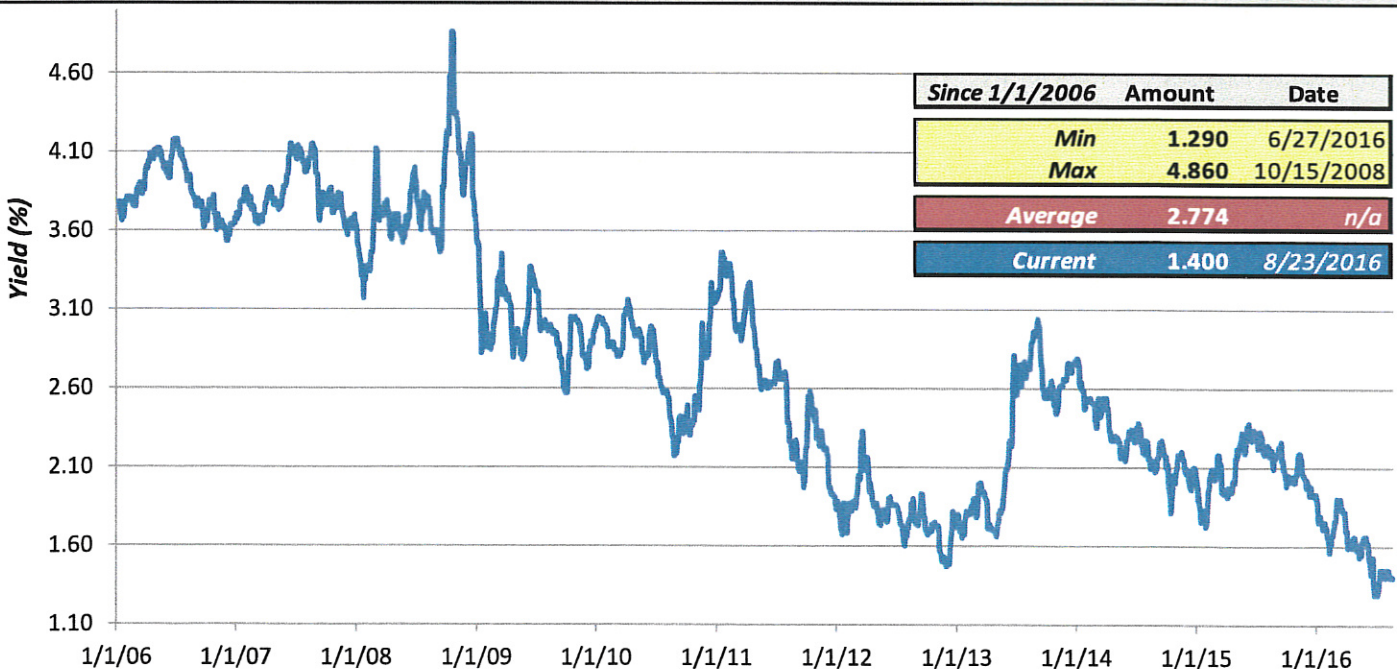
The MMD Yield Curve is a high grade municipal yield curve published daily by Municipal Market Data. It is one of the most commonly used benchmarks in municipal finance. The yields within the curve reflect the current yields for each maturity year at which bondholders would be likely to sell high quality (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, 2006



SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2006



EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES OF 2013

Optional redemption: Anytime

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Existing Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/23/2016 *							
3/1/2017			98,821.98	98,821.98	98,821.98	8,703.55	90,118.43
9/1/2017	250,000	3.110	112,582.00	362,582.00			
3/1/2018			108,694.50	108,694.50	471,276.50	41,506.75	429,769.75
9/1/2018	150,000	3.110	108,694.50	258,694.50			
3/1/2019			106,362.00	106,362.00	365,056.50	32,151.64	332,904.86
9/1/2019	5,000	3.110	106,362.00	111,362.00			
3/1/2020			106,284.25	106,284.25	217,646.25	19,168.77	198,477.48
9/1/2020	40,000	3.110	106,284.25	146,284.25			
3/1/2021			105,662.25	105,662.25	251,946.50	22,189.69	229,756.81
9/1/2021	35,000	3.110	105,662.25	140,662.25			
3/1/2022			105,118.00	105,118.00	245,780.25	21,646.61	224,133.64
9/1/2022	100,000	3.110	105,118.00	205,118.00			
3/1/2023			103,563.00	103,563.00	308,681.00	27,186.47	281,494.53
9/1/2023	110,000	3.110	103,563.00	213,563.00			
3/1/2024			101,852.50	101,852.50	315,415.50	27,779.60	287,635.90
9/1/2024	115,000	3.110	101,852.50	216,852.50			
3/1/2025			100,064.25	100,064.25	316,916.75	27,911.82	289,004.93
9/1/2025	725,000	3.110	100,064.25	825,064.25			
3/1/2026			88,790.50	88,790.50	913,854.75	80,485.97	833,368.78
9/1/2026	2,850,000	3.110	88,790.50	2,938,790.50			
3/1/2027			44,473.00	44,473.00	2,983,263.50	262,745.09	2,720,518.41
9/1/2027	2,860,000	3.110	44,473.00	2,904,473.00			
3/1/2028					2,904,473.00	255,805.77	2,648,667.23
TOTALS	7,240,000		2,153,132.48	9,393,132.48	9,393,132.48	827,281.73	8,565,850.75

PE% 17.52% (Temporary)
AR% 50.27% (2015-2016)

Net 8.81% Effective Reimbursement

* For these purposes, assumes interest at existing 3.11% from 9/23/2016 onwards. Does **NOT** include any accrued interest payable from last regularly scheduled interest payment of 9/1/2016 to 9/23/2016

EAST STROUDSBURG AREA SCHOOL DISTRICT

SERIES OF 2013

Rate Renegotiation

Settle 9/23/2016

Dated 9/23/2016

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

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

Note: Loan remains prepayable at anytime without penalty

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

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

EAST STROUDSBURG AREA SCHOOL DISTRICT

SERIES OF 2013

Composition of the Issue

SOURCES:

Loan	7,240,000.00
District Cash - Costs of Issuance	29,500.00
Total	<u>7,269,500.00</u>

USES:

Existing Principal Amount of Loan	7,240,000.00
School District Legal Fees	15,000.00
Financial Advisor	10,000.00
Bank Legal Fees	3,000.00
Miscellaneous Expenses/Rounding	1,500.00
Total	<u>7,269,500.00</u>

Dated Date 9/23/2016

Settlement Date 9/23/2016

EAST STROUDSBURG AREA SCHOOL DISTRICT
SUMMARY OF OUTSTANDING INDEBTEDNESS

Debt Service Requirements																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Fiscal Year Ended	Monroe Co. Vo-Tech Lease Rental	G.O. Notes Series of 1998 [1]	G.O. Notes Series of 1999 [1]	G.O. Bonds Series A of 2007	G.O. Notes Series of 2007	G.O. Bonds Series of 2008	QSCBs Series of 2010 [2]	QZABs Series D of 2011 [3]	G.O. Bonds Series of 2012	G.O. Bonds Series A of 2012	G.O. Bonds Series of 2013 [4]	G.O. Bonds Series of 2014	G.O. Bonds Series A of 2014	G.O. Bonds Series AA of 2014	G.O. Bonds Series of 2015	G.O. Note Series A of 2015	G.O. Bonds Series of 2016	G.O. Bonds Series A of 2016	Total Debt Service	
6/30/2017	234,747	822,383	518,788	1,986,313	3,624,770	1,187,083	71,836	26,833	2,382,200	171,075	387,808	1,894,773	244,155	393,615	436,020	1,573,102	341,498	953,474	17,250,271	
6/30/2018		825,433	516,910	1,988,563	3,624,565	1,186,883	70,318	26,250	2,382,050	172,850	391,589	1,117,533	244,105	444,115	416,120	1,576,755	339,503	955,275	17,178,815	
6/30/2019			513,854	1,929,750	4,686,300	1,186,683	68,799	25,667	742,350	170,100	287,609	3,530,963	244,043	420,140	414,370	1,598,004	339,653	952,175	17,110,658	
6/30/2020				985,625	7,581,119	1,186,483	67,280	25,083		172,735	141,066	3,595,587	243,923	312,140	1,299,520		344,253	950,675	16,905,488	
6/30/2021					8,956,600	1,186,273	65,761	24,500		170,061	175,619	2,226,587	243,803	317,540	2,241,070		343,353	952,050	16,903,217	
6/30/2022					9,714,850	1,186,054	64,243	23,917		172,093	169,872	2,319,906	243,683	299,490	2,187,370		342,253	950,050	16,900,504	
6/30/2023					11,355,600	1,220,070	62,724	23,333		168,853	233,529	2,498,563	248,563	316,390	2,130,120		342,553	950,050	16,892,565	
6/30/2024					11,354,350	1,266,720	61,205	22,750		170,298	241,440	2,562,323	248,680	2,186,050	187,035		344,303	950,050	16,880,847	
6/30/2025					11,354,975	1,359,923	59,686	22,167		171,180	244,201	2,651,680	246,880	2,463,680			182,601	950,050	16,886,970	
6/30/2026					11,351,350	1,400,050	58,168	21,583		171,609	845,843	870,363	870,363	1,822,500			182,489	950,050	16,887,489	
6/30/2027					7,691,100	4,635,250	56,649	21,000		171,865	2,935,272	982,775	982,775	180,425			182,294	950,050	16,866,629	
6/30/2028					8,836,475	7,713,250	54,093	20,417		171,949	2,889,457	1,785,775	1,785,775	191,986			177,125	950,050	16,839,527	
6/30/2029					3,725,225	10,653,500	19,833	19,833		171,560		1,857,025	1,857,025	171,560			174,125	950,050	16,782,950	
6/30/2030					3,723,100	2,388,250		19,250		170,688		1,984,675	1,984,675	170,688			170,684	950,050	16,765,212	
6/30/2031					7,233					169,625							8,308,365	170,684	16,765,212	
6/30/2032					6,998					173,273								197,096	373,954	
6/30/2033					6,763														180,270	
6/30/2034					6,528													6,763	6,528	
6/30/2035					6,293													6,293	6,293	
6/30/2036					6,058														6,058	
6/30/2037					5,823														5,823	
6/30/2038					5,588														5,588	
6/30/2039					5,353														5,353	
6/30/2040					5,118														5,118	
Totals	234,747	1,647,816	1,549,552	6,890,250	102,642,129	37,776,470	760,763	322,583	6,406,600	2,739,813	8,942,102	15,048,805	11,157,340	8,875,660	9,311,625	4,747,862	11,977,091	6,501,679	237,632,886	

Local Effort Requirements																				
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	
Fiscal Year	Monroe Co. Vo-Tech Lease Rental	G.O. Notes Series of 1998 [1]	G.O. Notes Series of 1999 [1]	G.O. Bonds Series of 2007	G.O. Notes Series of 2007	G.O. Bonds Series of 2008	QSCBs Series of 2010 [2]	QZABs Series D of 2011 [3]	G.O. Bonds Series of 2012	G.O. Bonds Series A of 2012	G.O. Bonds Series of 2013 [4]	G.O. Bonds Series of 2014	G.O. Bonds Series AA of 2014	G.O. Bonds Series of 2015	G.O. Bonds Series A of 2015	G.O. Note Series A of 2015	G.O. Bonds Series of 2016	G.O. Bonds Series A of 2016	Total Local Effort	
6/30/2017	174,793	754,087	450,538	1,811,372	3,370,577	1,118,576	71,836	26,833	2,160,657	171,075	353,470	1,756,565	231,562	358,849	397,575	1,326,452	321,790	884,315	15,740,921	
6/30/2018		756,884	448,907	1,813,424	3,370,396	1,118,388	70,318	26,250	2,976,821	172,850	357,100	1,036,018	231,515	404,889	379,429	1,329,532	319,910	885,985	15,688,606	
6/30/2019			446,253	1,759,791	4,357,665	1,118,199	68,799	25,667	673,312	170,100	262,278	3,273,408	231,456	383,031	377,834	1,347,450	320,240	883,110	15,688,593	
6/30/2020				898,818	7,049,480	1,118,011	67,280	25,083		172,735	128,642	3,333,319	231,342	284,570	1,184,937		324,386	881,719	15,700,322	
6/30/2021					8,328,504	1,117,813	65,761	24,500		170,061	160,151	2,064,176	231,228	289,493	2,043,467		323,538	882,994	15,701,687	
6/30/2022					9,033,580	1,117,807	64,243	23,917		172,093	154,911	2,150,688	231,114	273,038	1,994,502		322,501	163,953	15,702,145	
6/30/2023					10,559,270	1,117,660	62,742	23,333		168,853	212,961	336,945	231,007	288,448	1,942,300		322,784	164,509	15,704,632	
6/30/2024					10,558,107	1,212,463	61,205	22,750		170,298	220,775		808,362	1,992,968	170,543		324,433	161,727	15,703,033	
6/30/2025					10,598,689	1,281,441	59,686	22,167		171,180	222,693		817,666	2,246,072			172,063	154,354	15,706,017	
6/30/2026					10,555,318	1,319,253	58,168	21,583		171,609	771,347		825,472	1,861,529			171,967	157,079	15,707,909	
6/30/2027					7,151,749	4,367,750	56,649	21,000		171,865	2,676,753		932,086	181,196			167,338	15,726,387	15,726,387	
6/30/2028					3,567,436	7,268,119	54,093	20,417		171,949	2,634,062		1,693,670	180,907			164,277	16,549,929	15,754,979	
6/30/2029					3,463,987	10,038,687		19,833		171,560			1,761,245	171,291			142,853	15,769,457	15,769,457	
6/30/2030					3,462,011	2,250,424		19,250		170,689			1,882,311				158,469	15,772,084	15,772,084	
6/30/2031					6,725					169,625							182,800	359,150	359,150	
6/30/2032					6,507					173,273							179,779	179,779	179,779	
6/30/2033					6,288												6,288	6,288	6,288	
6/30/2034					6,070												6,070	6,070	6,070	
6/30/2035					5,851												5,851	5,851	5,851	
6/30/2036					5,633													5,633	5,633	
6/30/2037					5,414													5,414	5,414	
6/30/2038					5,196													5,196	5,196	
6/30/2039					4,977													4,977	4,977	
6/30/2040					4,759													4,759	4,759	
Totals	174,793	1,510,971	1,345,698	6,283,405	95,444,180	35,996,391	760,763	322,583	5,510,789	2,739,813	8,154,544	13,951,118	10,581,878	8,182,890	8,490,586	4,003,434	11,285,694	6,030,088	220,669,819	
Principal**	230,733	1,555,000	1,440,000	6,150,000	73,180,000	23,700,000	911,250	408,333	6,250,000	2,105,000	7,435,000	14,141,000	8,320,000	7,595,000	8,195,000	4,659,000	9,500,000	5,765,000	181,540,316	



200 Palmer Street, PO Box L
Stroudsburg, PA 18360-0160

August 19, 2016

Jeffrey Bader, Chief Financial Officer
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Proposal: Interest Rate modification for the General Obligation Bond of 2013, principal sum at closing of \$7,900,000, outstanding to East Stroudsburg Area School District.

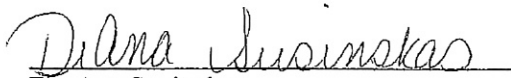
Dear Jeffrey,

Please find below ESSA Bank & Trust's proposal for the interest rate modification:

CML	# 7881011754
Loan date:	December 19, 2013
Original Balance:	\$7,900,000
Current Principal Balance:	\$7,435,000
Maturity:	September 1, 2027
Current interest rate:	Tax Free fixed rate of 3.11% until the maturity date of 9/1/2027
Proposed interest rate:	Tax Free fixed rate of 1.99% until the maturity date of 9/1/2027
Fees:	Legal Fees for the review on Bank behalf will be capped at \$3,000.

All other terms and conditions of the General Obligation Bond, Series 2013 remain in full force and effect

Please do not hesitate to contact me with questions or concerns. I look forward to expeditiously finalizing the proposed modification.


De-Ana Susinskas
Commercial Lending Officer
ESSA Bank

Jeffrey Bader
Chief Financial Officer
East Stroudsburg Area School District

d.



The PFM Group

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

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

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

September 6, 2016

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

Dear Jeff,

The Department of Education has requested that PlanCon K be completed for the East Stroudsburg Area School District's G.O. Bonds, Series A of 2016. Enclosed are the PlanCon K documents which need to be submitted to PDE. Prior to submitting, Page K-1 must be executed. PDE requests that you do not submit double-sided copies. The fully executed packet of documents can be sent to the following address for processing:

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

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

Sincerely,

Jamie L. Doyle
Managing Director

JLD/gw

Enclosures

**PART K: PROJECT REFINANCING
BOARD TRANSMITTAL**

DISTRICT/CTC: East Stroudsburg Area School District COUNTY: Monroe & Pike
FINANCING NAME: General Obligation Bonds, Series A of 2016

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

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

The person to be contacted if there are any questions about Series of 2016A is:
Jamie L. Doyle, Managing Director (717) 232-2723 (717) 232-8610
Financial Consultant's Name and Position Phone Number Fax Number

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

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

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

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

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

BOARD ACTION DATE: _____

VOTING: AYE _____ NAY _____ ABSTENTIONS _____ ABSENT _____

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

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

REFINANCING TRANSACTION EXPLANATION

District/CTC: East Stroudsburg Area School District	Financing Name: General Obligation Bonds, Series A of 2016
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Complete a separate information block for each bond series included in this PlanCon Part K submission. Enter "Not Applicable" or "N/A" if the information doesn't apply.

Refunding Issues/Notes/Loans (ex. GOB, Refunding Series of 2005)	Issues/Notes Refunded, Refinanced or Restructured (ex. GOB, Series A of 2000)	PDE Lease Number	Partial or Full Refunding	Current or Advance Refunding	New Money ≥ \$10,000 (Indicate Yes or No)	PDE Project Number and Building Name Funded by New Money
G.O. Bonds, Series A of 2016	G.O. Bonds, Series of 2011		Full	Current	No	N/A
	G.O. Bonds, Series A of 2011		Full	Current		

NOTES:

G.O. Bonds, Series A of 2016						

NOTES:

G.O. Bonds, Series A of 2016						

SUMMARY OF SOURCES AND USES OF FUNDS

District/CTC: East Stroudsburg Area School District		Financing Name: General Obligation Bonds, Series A of 2016	Closing Date: 8/18/2016
REPORT TO THE PENNY - DO NOT ROUND			
	SERIES 2016A	SERIES _____	
SOURCES:			
Bond Issue (Par)	\$5,765,000.00		
Original Issue Discount/Premium	355,539.60		
Accrued Interest			
Cash Contribution by District			
Unallocated Funds from Bond Issues Being Refunded			
Other Sources of Funds (Specify)			
1. _____			
2. _____			
3. _____			
4. _____			
TOTAL - Sources of Available Funds	\$6,120,539.60		
USES:			
Purchase of Investments/Escrow			
Cash for Current Refunding	5,992,775.00		
Issuance Costs:			
1. Underwriter Fees	28,825.00		
2. Bond Insurance			
3. Bond Counsel	25,874.42		
4. School Solicitor	5,000.00		
5. Financial Advisor	36,050.00		
5. Paying Agent/Trustee Fees and Expenses	1,750.00		
7. Printing	9,938.00		
8. Rating Fee	12,150.00		
9. Verification Report			
10. Computer Fees			
11. CUSIP	518.00		
12. Internet Auction Fee	2,750.00		
13. Escrow Agent			
14. _____			
15. _____			
Total - Issuance Costs	\$122,855.42		
Accrued Interest			
Capitalized Interest			
Surplus Monies or Cash to School District			
Other Uses of Funds (Specify)			
1. Sinking Fund Deposit	4,909.18		
2. _____			
TOTAL - USES OF AVAILABLE FUNDS	\$6,120,539.60		

EAST STROUDSBURG AREA SCHOOL DISTRICT

\$5,765,000 GENERAL OBLIGATION BONDS,
SERIES A OF 2016

DISPOSITION OF FUNDS 08/18/2016**RECEIPTS AT CLOSING**

Par Amount	5,765,000.00	
Net Original Issue Premium	355,539.60	
Underwriter's Discount	(28,825.00)	
Good Faith Deposit	(61,250.00)	
Wire from Janney Montgomery Scott LLC		6,030,464.60
Good Faith Deposit		61,250.00

TOTAL RECEIPTS		<u>6,091,714.60</u>
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DISBURSEMENTS AT CLOSING

Rhoads & Sinon LLP		
Bond Counsel Fee	25,000.00	
Expenses	874.42	25,874.42
Law Offices of Thomas Dirvonas		
Solicitor Fee	5,000.00	5,000.00
Public Financial Management, Inc.		
Financial Advisory Fee	35,000.00	
Word Processing & Formatting	8,400.00	
Expenses	1,050.00	44,450.00
Grant Street Group		
Internet Auction Administrator	2,750.00	2,750.00
Moody's Investor Services		
Rating Fee	12,150.00	12,150.00
Mountaintop Studios		
Official Statement Printing	1,538.00	1,538.00
Bank of New York Mellon Trust Company, NA		
Redemption Agent	1,000.00	
Paying Agent	750.00	1,750.00
Standard & Poor's Corporation		
Standard & Poor's - CUSIP	518.00	518.00

TOTAL EXPENSES PAID AT CLOSING	94,030.42
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Amount to Call Series of 2011 Bonds	3,864,022.50
Amount to Call Series A of 2011 Bonds	2,128,752.50
Sinking Fund	4,909.18

TOTAL DISBURSEMENTS AT CLOSING	<u>6,091,714.60</u>
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District/AVTS East Stroudsburg Area School District Financing Name: General Obligation Bonds, Series A of 2016 Dated Date: 8/18/2016 Settlement Date: 8/18/2016					PDE LEASE # (PDE Use Only) Total Issue: 5,765,000 Original Issue Premium: 355,539.60	
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	5,765,000.00					
3/1/2017	4,910,000.00	855,000.00	0.650	98,474.23	953,474.23	953,474.23
9/1/2017	4,125,000.00	785,000.00	2.000	89,062.50	874,062.50	
3/1/2018	4,125,000.00			81,212.50	81,212.50	955,275.00
9/1/2018	3,315,000.00	810,000.00	5.000	81,212.50	891,212.50	
3/1/2019	3,315,000.00			60,962.50	60,962.50	952,175.00
9/1/2019	2,465,000.00	850,000.00	5.000	60,962.50	910,962.50	
3/1/2020	2,465,000.00			39,712.50	39,712.50	950,675.00
9/1/2020	1,570,000.00	895,000.00	5.000	39,712.50	934,712.50	
3/1/2021	1,570,000.00			17,337.50	17,337.50	952,050.00
9/1/2021	1,425,000.00	145,000.00	4.000	17,337.50	162,337.50	
3/1/2022	1,425,000.00			14,437.50	14,437.50	176,775.00
9/1/2022	1,275,000.00	150,000.00	2.000	14,437.50	164,437.50	
3/1/2023	1,275,000.00			12,937.50	12,937.50	177,375.00
9/1/2023	1,125,000.00	150,000.00	2.000	12,937.50	162,937.50	
3/1/2024	1,125,000.00			11,437.50	11,437.50	174,375.00
9/1/2024	980,000.00	145,000.00	2.000	11,437.50	156,437.50	
3/1/2025	980,000.00			9,987.50	9,987.50	166,425.00
9/1/2025	835,000.00	145,000.00	2.000	9,987.50	154,987.50	
3/1/2026	835,000.00			8,537.50	8,537.50	163,525.00
9/1/2026	670,000.00	165,000.00	2.000	8,537.50	173,537.50	
3/1/2027	670,000.00			6,887.50	6,887.50	180,425.00
9/1/2027	505,000.00	165,000.00	2.000	6,887.50	171,887.50	
3/1/2028	505,000.00			5,237.50	5,237.50	177,125.00
9/1/2028	360,000.00	145,000.00	2.000	5,237.50	150,237.50	
3/1/2029	360,000.00			3,787.50	3,787.50	154,025.00
9/1/2029	195,000.00	165,000.00	2.050	3,787.50	168,787.50	
3/1/2030	195,000.00			2,096.25	2,096.25	170,883.75
9/1/2030	0.00	195,000.00	2.150	2,096.25	197,096.25	
3/1/2031	0.00			0.00	0.00	197,096.25
TOTAL		5,765,000.00		736,679.23	6,501,679.23	6,501,679.23

District/AVTS East Stroudsburg Area School District Financing General Obligation Bonds, Series of 2011 Name: (Refunded)					PDE LEASE # (PDE Use Only) Total Issue: 3,810,000	
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	3,810,000.00					
11/15/2016	3,090,000.00	720,000.00	3.000	54,022.50	774,022.50	
5/15/2017	3,090,000.00			43,222.50	43,222.50	817,245.00
11/15/2017	2,350,000.00	740,000.00	2.350	43,222.50	783,222.50	
5/15/2018	2,350,000.00			34,527.50	34,527.50	817,750.00
11/15/2018	1,590,000.00	760,000.00	2.650	34,527.50	794,527.50	
5/15/2019	1,590,000.00			24,457.50	24,457.50	818,985.00
11/15/2019	810,000.00	780,000.00	3.000	24,457.50	804,457.50	
5/15/2020	810,000.00			12,757.50	12,757.50	817,215.00
11/15/2020	0.00	810,000.00	3.150	12,757.50	822,757.50	
5/15/2021						822,757.50
TOTAL		3,810,000.00		283,952.50	4,093,952.50	4,093,952.50

District/AVTS East Stroudsburg Area School District Financing Name: General Obligation Bonds, Series A of 2011 (Refunded)					PDE LEASE # (PDE Use Only) Total Issue: 2,090,000	
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	2,090,000.00					
11/15/2016	1,980,000.00	110,000.00	3.000	38,752.50	148,752.50	
5/15/2017	1,980,000.00			37,102.50	37,102.50	185,855.00
11/15/2017	1,865,000.00	115,000.00	2.350	37,102.50	152,102.50	
5/15/2018	1,865,000.00			35,751.25	35,751.25	187,853.75
11/15/2018	1,750,000.00	115,000.00	2.650	35,751.25	150,751.25	
5/15/2019	1,750,000.00			34,227.50	34,227.50	184,978.75
11/15/2019	1,630,000.00	120,000.00	3.000	34,227.50	154,227.50	
5/15/2020	1,630,000.00			32,427.50	32,427.50	186,655.00
11/15/2020	1,510,000.00	120,000.00	3.150	32,427.50	152,427.50	
5/15/2021	1,510,000.00			30,537.50	30,537.50	182,965.00
11/15/2021	1,385,000.00	125,000.00	3.650	30,537.50	155,537.50	
5/15/2022	1,385,000.00			28,256.25	28,256.25	183,793.75
11/15/2022	1,255,000.00	130,000.00	3.650	28,256.25	158,256.25	
5/15/2023	1,255,000.00			25,883.75	25,883.75	184,140.00
11/15/2023	1,120,000.00	135,000.00	3.650	25,883.75	160,883.75	
5/15/2024	1,120,000.00			23,420.00	23,420.00	184,303.75
11/15/2024	980,000.00	140,000.00	4.000	23,420.00	163,420.00	
5/15/2025	980,000.00			20,620.00	20,620.00	184,040.00
11/15/2025	835,000.00	145,000.00	4.000	20,620.00	165,620.00	
5/15/2026	835,000.00			17,720.00	17,720.00	183,340.00
11/15/2026	680,000.00	155,000.00	4.000	17,720.00	172,720.00	
5/15/2027	680,000.00			14,620.00	14,620.00	187,340.00
11/15/2027	520,000.00	160,000.00	4.300	14,620.00	174,620.00	
5/15/2028	520,000.00			11,180.00	11,180.00	185,800.00
11/15/2028	355,000.00	165,000.00	4.300	11,180.00	176,180.00	
5/15/2029	355,000.00			7,632.50	7,632.50	183,812.50
11/15/2029	180,000.00	175,000.00	4.300	7,632.50	182,632.50	
5/15/2030	180,000.00			3,870.00	3,870.00	186,502.50
11/15/2030	0.00	180,000.00	4.300	3,870.00	183,870.00	
5/15/2031						183,870.00
TOTAL		2,090,000.00		685,250.00	2,775,250.00	2,775,250.00



THE BANK OF NEW YORK MELLON

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

August 19, 2016

Ms. Jamie Doyle
Public Financial Management
One Keystone Plaza, Suite 300
N. Front & Market Streets
Harrisburg, PA 17101

Dear Ms. Doyle:

Per your request, we hereby confirm to you the requirements to pay the refunded outstanding principal due on the East Stroudsburg Area School District, Series of 2011 and Series A of 2011 through the call date of November 15, 2016.

2011 Bonds Called November 15, 2016	\$3,810,000.00
Interest due November 15, 2016	\$54,022.50
2011A Bonds Called November 15, 2016	\$2,090,000.00
Interest due November 15, 2016	\$38,752.50

If you have any additional questions or need additional information do not hesitate to contact me.

Sincerely,

Laurel Waller
Associate, Client Service Manager
BNY Mellon Corporate Trust
T 214-468-5016
F 214-468-6322
laurel.waller@bnymellon.com

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

RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), TO PROVIDE FUNDS TO CURRENTLY REFUND ALL OR A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2011 AND SERIES A OF 2011, AND PAY RELATED COSTS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF, AND CONDITIONS TO, ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT TO SECURE THE BONDS; PROVIDING FOR REDEMPTION AND RETIREMENT OF SAID GENERAL OBLIGATION BONDS, SERIES OF 2011; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND APPROVING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, East Stroudsburg Area School District, in Monroe and Pike Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

WHEREAS, The School Board, by its resolution adopted on May 16, 2011, (the "2011 Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series of 2011, dated as of June 20, 2011, in the original aggregate principal amount of \$6,860,000 (the "2011 Bonds"), for purposes described in the 2011 Bonds Enabling Resolution; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2011 Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17841, dated June 14, 2011; and

WHEREAS, The School Board, by its resolution adopted on May 16, 2011 (the "2011 A Bonds Enabling Resolution"), authorized and secured the issuance of its General Obligation Bonds, Series A of 2011, dated as of June 20, 2011, in the original aggregate principal amount of

\$2,500,000 (the "2011 A Bonds"), for purposes described in the 2011 A Bonds Enabling Resolution; and

WHEREAS, The Department approved the proceedings of this School District related to the increase of nonelectoral indebtedness evidenced in part by the 2011 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17842, dated June 14, 2011; and

WHEREAS, The School Board has determined to refund and retire all or a portion of the outstanding aggregate principal amount of the 2011 Bonds and the 2011 A Bonds (the "Refunded Bonds"), as described in a refunding report (the "Refunding Report") prepared for this School District by Public Financial Management, Inc. (the "Financial Advisor"), at such time as the debt service savings to this School District resulting from refunding the Refunded Bonds, after using proceeds of the Bonds to pay the costs of issuing the Bonds, and accounting for reduced state reimbursement as a result of retiring the Refunded Bonds, equals at least \$118,000 (the "Required Savings"); and

WHEREAS, The School Board contemplates the authorization, sale, issuance and delivery of one or more series of general obligation bonds, from time to time, in the maximum aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds"), to undertake the current refunding of the Refunded Bonds, and to pay the costs and expenses of issuance of the Bonds (the "Project"), all in accordance with the Debt Act; and

WHEREAS, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation; and

WHEREAS, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 110% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount and/or premium), plus accrued interest (the "Purchase Price"); and

WHEREAS, A "Proposal for the Purchase of Bonds," dated May 16, 2016 (the "Proposal"), has been received from the Financial Advisor, containing the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and identify the purchaser of the Bonds (the "Purchaser"), consistent with the Bond Parameters; and

WHEREAS, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Project, and all in accordance with the Debt Act; and

WHEREAS, The School Board shall select one or more banks or trust companies (the "Paying Agent"), having a corporate trust office in Pennsylvania, to serve as the paying agent, sinking fund depository, and registrar for the Bonds.

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SECTION 2. The School Board finds that it is in the best financial interests of this School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

SECTION 3. The Project is authorized under Section 8241(b)(1) (reduction in total debt service over the life of the issue) of the Debt Act. The projects originally financed or refinanced by the Refunded Bonds have varying useful lives, with an aggregate principal amount of each maturity of the Bonds equal to the separate costs of the facilities being refinanced with such Bonds being stated to mature prior to the end of the useful lives of each of the facilities being refinanced. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

SECTION 4. The Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Financial Advisor, within the Bond Parameters. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

SECTION 5. The Bonds, when issued, will be general obligation bonds of this School District.

SECTION 6. The Bonds shall be issuable, from time to time, as one or more series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations,

interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 8. This School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the

period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 9. This School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this School District nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 10. This School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, and a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts, and in the fiscal years set forth in **Exhibit A** attached hereto and made a part hereof.

SECTION 12. The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any of the annual principal payment amounts set forth in **Exhibit A** hereof.

SECTION 13. This School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

SECTION 14. The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of this School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of this School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary

of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

SECTION 16. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. This School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that this School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this School District in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this School District shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, a sinking fund for the Bonds (the "Sinking Fund") including, if applicable, multiple series, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

SECTION 19. This School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. This School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

SECTION 21. The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

SECTION 22. Following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4, the President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the

implementing said Sections, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This School District further covenants to and with the Purchaser that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this School District further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

The President or Vice President of the School Board is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this School District does not then reasonably expect to issue tax-exempt obligations that, together with all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds on behalf of this School District and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this School District, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to CURRENT refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this School District, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

SECTION 28. This School District does hereby authorize the optional redemption of the Refunded Bonds to be refunded, on the earliest date authorized by the 2011 Bonds (the "Redemption Date"), in accordance with the rights and privileges reserved to this School District in the Refunded Bonds, and as described in the Addendum.

Proper officers of the School Board are hereby authorized and directed to give irrevocable instructions to the paying agent and bond registrar for the Refunded Bonds to redeem the Refunded Bonds in accordance with this election of the School Board, following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.

If applicable, this School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (the "Bond Retirement Agreement") with the paying agent of the Refunded Bonds (the "Escrow Agent"), acting as escrow agent for the Refunded Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on such Refunded Bonds through the applicable Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as

appropriate, and to deliver such Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for this School District and as shall be approved by the officers of the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

If applicable, the President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in the Refunding Report and this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

SECTION 29. The Secretary of the School Board of this School District is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information necessary to obtain state reimbursement with respect to the debt service on the Bonds (including the filing of the appropriate PLANCON Parts, as applicable).

SECTION 30. This School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

This School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of this School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this School District to comply with its obligations under this Section and such Certificate.

SECTION 31. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 32. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under

this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in CURRENT of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 33. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board of the School District are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds and redemption of the Refunded Bonds.

SECTION 34. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 35. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 36. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

SECTION 37. This Resolution shall be effective in accordance with the Debt Act.

DULY ADOPTED, by the School Board, in lawful session duly assembled, this 16th day of May, 2016.

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

By: *Gary Summers*
(Vice) President of the Board of
School Directors

ATTEST:

Dale J. Furb
(Assistant) Secretary of the Board of
School Directors

(SEAL)

EXHIBIT B

(FORM OF BOND)

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein."]

Number

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF MONROE AND PIKE
EAST STROUDSBURG AREA SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES A OF 2016

INTEREST
RATE

%

MATURITY
DATE

DATED DATE
OF THE BONDS

August 18, 2016

CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS (\$_____)

EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "Issuer"), a school district existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series A of 2016 (the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on March 1, 2017, and thereafter semiannually on March 1 and September 1 of each year, to the registered owner hereof, interest on said principal

EXHIBIT B

Page 1 of 9

sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding March 1, 2017, in which event this Bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on _____ (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series A of 2016" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the

Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after September 1, ____, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on ____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after September 1, ____, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on ____, or on any date thereafter. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be

redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on September 1, ____, and on September 1, ____, are subject to mandatory redemption prior to maturity, in the amounts and on September 1 of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

Bonds Maturing on September 1, __:

<u>Year</u>	<u>Amount</u>
	\$; and

Bonds Maturing on September 1, __:

<u>Year</u>	<u>Amount</u>
	\$.

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other

successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Resolution, to make payments from such sinking fund or from any other of its revenues or funds, at such times and in such annual amounts as shall be sufficient for prompt and full payment of all obligations of this Bond.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

This Bond has been designated or “deemed designated” by the Issuer as a “qualified tax-exempt obligation”, as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of School Directors, and its official seal or facsimile thereof to be affixed hereto and the manual or facsimile signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of the Dated Date of the Bonds.

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

By: _____
President of the Board of School Directors

ATTEST:

Secretary of the Board of School Directors

(SEAL)

CERTIFICATE


I, the undersigned, (Assistant) Secretary of the Board of School Directors of EAST STROUDSBURG AREA SCHOOL DISTRICT, in Monroe and Pike Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that duly was adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on May 16, 2016; said Resolution duly has been recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the School District or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to adoption of said Resolution, all as required by such Act.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

Gary Summers	- Aye
Robert Cooke	- Aye
Ronald D. Bradley	- Aye
Robert Gress	- Aye
Robert Huffman	- Aye
Debbie Kulick	- Aye
Wayne Rohner	- Aye
Judy Summers	- Aye
Lisa VanWhy	- Aye, 9-0 .

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District, this 16th day of May, 2016.


(Assistant) Secretary of the Board of
School Directors

(SEAL)

PROPOSAL FOR THE PURCHASE OF BONDS

In respect of
\$7,500,000
Maximum Aggregate Principal Amount
General Obligation Bonds

May 16, 2016

East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

To: The Honorable Members of the Board of School Directors:

Public Financial Management, Inc., further to the financial advice, consultation and professional services which it customarily renders to the East Stroudsburg Area School District (the "School District") in connection with the timing, terms, sale and/or purchase of municipal bonds and other debt and investment instruments, acting as an advisor and agent on behalf of the School District (the "Financial Advisor"), and not as an underwriter (within the meaning of SEC Rule 15c2-12(f)(8)), investment banker or other person seeking to own, or acquire ownership rights in, the hereinafter-described Bonds, either for its own account or for the account of its customers, does hereby commit, undertake and agree, employing all its best professional efforts and capabilities, to cause, arrange for and otherwise complete the full sale, issuance and delivery of the School District's General Obligation Bonds, Series A of 2016 (or other appropriate series designation) -- in an aggregate principal amount not to exceed \$7,500,000, maturing, or subject to mandatory redemption, at least annually in such individual principal amounts as shall not exceed the principal amounts set out at the respective maturity, or mandatory redemption, maturity dates, bearing interest (or having yields) at one or several rates, not to exceed the individual and respective rates, at a price or prices (inclusive of original issue discount/premium and underwriters' discount) not less than the value, subject to optional redemption, if at all, and having all the other terms and characteristics as are set out and contained within Schedule I, attached hereto and incorporated as a part hereof (as so further described in Schedule I, the "Bonds") -- to and by a qualified purchaser, generally understood as a person possessing full legal competency and financial capacity to enter into, execute and perform its duties under, a binding contract for the purchase of the Bonds and likely constituting a registered broker-dealer, or syndicate or selling compact of such firms, or a bank or other financial institution, (the "Purchaser"), as soon as (subject to sound financial practices), and so long as (but only in the event that), such sale by the School District and purchase by the Purchaser will enable the School District to achieve and effectuate, in all substantial and necessary aspects, the Project authorized and defined in its Resolution fully and finally adopted by this Honorable Board on even date (the "Resolution"), including, without fail, its objective to accomplish debt service savings over the life of the Prior Bonds, as set forth in the Resolution.

The final terms for the purchase of the Bonds (consistent with the objective of the Project and the terms of the Resolution and Schedule I hereto) shall be set forth in a written contract or bid form (the "Winning Bid"), to be executed and presented by the Purchaser who has been identified and proposed by the Financial Advisor, and also to be executed and accepted by the Designated Officer(s) of the School District pursuant to the directives and authority of the Resolution. Upon said bilateral execution of the Winning Bid, the specific duties of the Financial Advisor under this Proposal for the Purchase of the Bonds (but not necessarily pursuant to the terms of its regular

engagement) shall be deemed complete, fulfilled and discharged, and the terms and conditions of the Winning Bid, as between the Purchaser and the School District, shall govern all further aspects of the sale, purchase, issuance and delivery of the Bonds.

The Purchaser and its Winning Bid shall be proposed by the Financial Advisor following identification of the same under either one of two methods, as selected by the Financial Advisor in its sole discretion, employing its best professional judgment regarding prevailing conditions and opportunities in the financial markets: (1) through a direct negotiation of terms with a single, or limited number of, persons qualified to act as Purchaser; or (2) through an evaluation of bids (to determine lowest true interest cost) received from such qualified persons following release of an invitation to bid under a sealed bidding or auction process, such as that process regularly conducted by the Financial Advisor in its ordinary course of business at the PFM auction internet site.

The Designated Officer(s) may accept and execute the Winning Bid only after its full and final text, as embodied in either a bond purchase agreement, term sheet or proposal letter, in the case of method (1) above, or an invitation to bid, notice and terms of sale or bond bid specifications, with accompanying bid form, in the case of method (2) above, have been completely reviewed and approved, as to form, by the School District's regular counsel and by Rhoads & Sinon LLP, the School District's bond counsel, it being understood that said Winning Bid may contain or specify additional duties and/or liabilities of the School District relative to, among others, the sale of securities in the public markets. The Winning Bid shall also specify necessary terms and conditions of the closing and settlement of the purchase of the Bonds, including the date therefor.

This Proposal for the Purchase of Bonds may be cancelled and terminated by the School District at any time, upon payment of fair compensation to the Financial Advisor for its services rendered through the date of written notification of such termination.

This Proposal for the Purchase of Bonds has been made and entered into by the parties with the intent and purpose to comply with the terms and provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et seq. (the "Debt Act"), and its terms and provisions shall be read and interpreted in light of, and in a manner consistent with, the Debt Act and administrative and judicial rulings and determinations thereunder. In particular, it is agreed and understood that the primary right and correlative duty granted to or imposed on the Financial Advisor by the School District hereunder shall be the right to determine all the final terms of the Bonds (consistent with the objective of the Project and the terms of the Resolution and Schedule I hereto) and the duty to arrange their final purchase, it being the intention of the parties that the conveyance of such right and the assumption of such duty constitute the essential components of an acceptable proposal for the purchase of bonds, as such term and phraseology is used and understood under the Debt Act, particularly §8107 thereof.

Capitalized terms and phrases used herein and not defined shall have the meanings ascribed to such terms in the Resolution.

If any provision of this Proposal shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case, or in any particular jurisdiction, such provision shall be deemed severed and removed from the text of this Proposal, in order that the remainder of this Proposal shall be deemed to survive and to remain operative and in full force and effect.

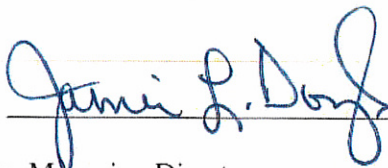
This Proposal may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were placed upon the same document) and all of which shall constitute but one and the same document.

IN WITNESS WHEREOF, this Proposal has been executed and delivered by the Financial Advisor, as of the date first above written.

Very truly yours,

PUBLIC FINANCIAL
MANAGEMENT, INC.,
As Financial Advisor

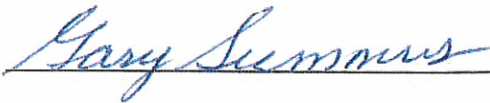
By:

A handwritten signature in blue ink, appearing to read "Jamie L. Dwyer", is written over a horizontal line.

Title: Managing Director

ACCEPTED AND AGREED TO, this 16th day of May, 2016.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: 

Title: Board President

SCHEDULE I
TO
PROPOSAL FOR THE PURCHASE OF BONDS
In respect of
\$7,500,000
Maximum Aggregate Principal Amount
General Obligation Bonds

Fiscal Year (Ending June 30)	Maximum Interest Rate and Yield to Maturity (%)	Principal Maturity or Mandatory Sinking Fund Payment Amount (\$)
2017	6.00%	\$1,020,000
2018	6.00%	985,000
2019	6.00%	995,000
2020	6.00%	1,005,000
2021	6.00%	1,020,000
2022	6.00%	230,000
2023	6.00%	235,000
2024	6.00%	235,000
2025	6.00%	240,000
2026	6.00%	240,000
2027	6.00%	250,000
2028	6.00%	250,000
2029	6.00%	255,000
2030	6.00%	260,000
2031	6.00%	280,000

July 18, 2016

**EXHIBIT A
WINNING BID FORM**

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Monroe and Pike Counties, Pennsylvania
\$6,125,000* GENERAL OBLIGATION BONDS, SERIES A OF 2016**

Board of School Directors
East Stroudsburg Area School District
c/o Public Financial Management, Inc.
One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101 (P. O. Box 11813, Harrisburg, PA 17108)
Fax #: (717) 232-8610

Ladies and Gentlemen:

Subject to the provisions of and in accordance with the terms of the Invitation to Bid, dated July 12, 2016 of the East Stroudsburg Area School District (the "School District") for its General Obligation Bonds, Series A of 2016 (the "Bonds"), which is incorporated herein and hereby made a part hereof:

We hereby confirm that we have agreed to purchase all, but not less than all, of the \$6,125,000* aggregate principal amount of the Bonds described in the Invitation to Bid and to pay therefor the amount of \$6,471,275.80 constituting 105.653482% of the par value of the Bonds, plus the interest accrued, if any, on the Bonds from August 18, 2016. This offer is for the Bonds bearing interest at the rates and in the form of serial bonds and term bonds as follows:

<u>Mar. 1</u>	<u>Principal Amount⁽¹⁾</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>	<u>Reoffering Yield</u>	<u>Term Maturity Date</u>
2017	\$915,000	0.650 %	100.000	0.650	

<u>Sept. 1</u>	<u>Principal Amount⁽¹⁾</u>	<u>Interest Rate</u>	<u>Reoffering Price</u>	<u>Reoffering Yield</u>	<u>Term Maturity Date</u>
2017	\$900,000	2.000 %	101.339	0.700	
2018	905,000	5.000 %	108.295	0.880	
2019	910,000	5.000 %	111.932	1.000	
2020	920,000	5.000 %	115.697	1.020	
2021	150,000	4.000 %	114.169	1.100	
2022	150,000	2.000 %	103.649	1.250	
2023	155,000	2.000 %	102.416	1.500	
2024	145,000	2.000 %	101.927	1.600	
2025	145,000	2.000 %	101.684	1.650	
2026	165,000	2.000 %	101.199	1.750	
2027	165,000	2.000 %	100.717	1.850	
2028	145,000	2.000 %	100.000	2.000	
2029	160,000	2.050 %	99.432	2.100	
2030	195,000	2.150 %	99.398	2.200	

⁽¹⁾Aggregate principal amount and principal amortization amounts may be adjusted as set forth in the Invitation to Bid.

*Preliminary; subject to adjustment.

We acknowledge and have agreed that after we submit this proposal, the School District may modify the aggregate principal amount of the Bonds and/or the principal amounts of each maturity of the Bonds, subject to the limitations set forth in the Invitation to Bid.

We further acknowledge and have agreed that in the event that any adjustments are made to the principal amount of the Bonds, we will purchase all of the Bonds, taking into account such adjustments on the above specified terms of this proposal for the Bonds.

As the winning bidder, we confirm that we have agreed to wire \$61,250 to the School District, as security against any loss of the School District resulting from failure of the undersigned bidder to comply with terms of the bid.

As the winning bidder, we confirm that we have agreed to immediately furnish the additional information described under the caption "Information Required From Winning Bidder; Reoffering Price" in the Invitation to Bid.

As the winning bidder, we confirm that we have agreed to provide to the School District as soon as possible after the sale of the Bonds a complete list of syndicate members, if any, upon request, the actual allocation of the Bonds and the orders placed by the syndicate members.

We have noted that payment of the purchase price is to be made in immediately available Federal Funds at the time of delivery of the Bonds.

In the event we have bid on behalf of a bidding syndicate, we represent that we have full and complete authority to submit the bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group.

We desire 1 copies (not exceeding 200) of the Official Statement for the Bonds (as provided in the Invitation to Bid). We understand that we may obtain additional copies at our own expense.

We further certify (or declare) under penalty of perjury under the laws of the Commonwealth of Pennsylvania that our bid and this proposal is genuine, and not a sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

Respectfully submitted,

Janney Montgomery Scott LLC
Name of Bidder

By: Sharon N. Carter
Name and Title: Director

Address: 1717 Arch St
Phila PA 19103

Telephone: 215-665-6521

Facsimile: 215-667-8648

The above Bid is hereby accepted by the Board of School Directors of the East Stroudsburg Area School District, with Final Maturity Schedule as shown on the attached Exhibit A.

EAST STROUDSBURG AREA SCHOOL DISTRICT
Monroe and Pike Counties, Pennsylvania

Attest

By: Gary Summers
(Vice) President

John J. R. R.
(Assistant) Secretary

EAST STROUDSBURG AREA SCHOOL DISTRICT
SERIES A OF 2016
REFUNDS THE SERIES OF 2011 AND SERIES A OF 2011

Settle 8/18/2016
Dated 8/18/2016

1	2	3	4	5	6	7	8	9	10	11
Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service	State Aid	Proposed Local Effort	Existing Local Effort	Savings
3/1/2017	855,000	0.650	0.650	98,474.23	953,474.23	953,474.23	69,159.07	884,315.16	903,638.28	19,323.12
9/1/2017	785,000	2.000	0.700	89,062.50	874,062.50					
3/1/2018				81,212.50	81,212.50	955,275.00	69,289.68	885,985.32	906,080.57	20,095.26
9/1/2018	810,000	5.000	0.880	81,212.50	891,212.50					
3/1/2019				60,962.50	60,962.50	952,175.00	69,064.83	883,110.17	904,290.27	21,180.10
9/1/2019	850,000	5.000	1.000	60,962.50	910,962.50					
3/1/2020				39,712.50	39,712.50	950,675.00	68,956.03	881,718.97	904,411.94	22,692.96
9/1/2020	895,000	5.000	1.020	39,712.50	934,712.50					
3/1/2021				17,337.50	17,337.50	952,050.00	69,055.76	882,994.24	905,589.89	22,595.65
* 9/1/2021	145,000	4.000	1.100	17,337.50	162,337.50					
3/1/2022				14,437.50	14,437.50	176,775.00	12,822.15	163,952.85	183,793.75	19,840.90
9/1/2022	150,000	2.000	1.250 **	14,437.50	164,437.50					
3/1/2023				12,937.50	12,937.50	177,375.00	12,865.67	164,509.33	184,140.00	19,630.67
9/1/2023	150,000	2.000	1.500 **	12,937.50	162,937.50					
3/1/2024				11,437.50	11,437.50	174,375.00	12,648.07	161,726.93	184,303.75	22,576.82
9/1/2024	145,000	2.000	1.600 **	11,437.50	156,437.50					
3/1/2025				9,987.50	9,987.50	166,425.00	12,071.43	154,353.57	184,040.00	29,686.43
9/1/2025	145,000	2.000	1.650 **	9,987.50	154,987.50					
3/1/2026				8,537.50	8,537.50	163,525.00	11,861.08	151,663.92	183,340.00	31,676.08
9/1/2026	165,000	2.000	1.750 **	8,537.50	173,537.50					
3/1/2027				6,887.50	6,887.50	180,425.00	13,086.90	167,338.10	187,340.00	20,001.90
9/1/2027	165,000	2.000	1.850 **	6,887.50	171,887.50					
3/1/2028				5,237.50	5,237.50	177,125.00	12,847.54	164,277.46	185,800.00	21,522.54
9/1/2028	145,000	2.000	2.000	5,237.50	150,237.50					
3/1/2029				3,787.50	3,787.50	154,025.00	11,172.01	142,852.99	183,812.50	40,959.51
9/1/2029	165,000	2.050	2.100	3,787.50	168,787.50					
3/1/2030				2,096.25	2,096.25	170,883.75	12,394.84	158,488.91	186,502.50	28,013.59
9/1/2030	195,000	2.150	2.200	2,096.25	197,096.25					
3/1/2031						197,096.25	14,296.13	182,800.12	183,870.00	1,069.88
TOTALS	5,765,000			736,679.23	6,501,679.23	6,501,679.23	471,591.20	6,030,088.03	6,370,953.46	340,865.43

* Optional redemption date of September 1, 2021

** Yield to optional redemption date

PE% 14.43% (Estimated)
AR% 50.27% (2015-2016)
Net 7.25% Effective Reimbursement

Present Value Local Effort Savings 294,579.92

Savings Allocation	Amount	Percentage
School District's Share	340,865.43	5.78%
State's Share	28,657.84	0.45%
Total Savings	369,523.27	6.23%

e.

Act 1 Timeline for 2017-2018 Budget Process – KKAL Version

Preliminary Notes: (1) This document is a work in progress based on the PDE Timeline format – with appropriate dates and other changes, additions, and explanations from KKAL. (2) Timeline dates apply to all school districts except Philadelphia, Pittsburgh, and Scranton. (3) Concerning the various forms referred to in this Timeline, forms listed with the **title typed in bold** are **PDE forms**; forms listed with the **title typed in bold italics** are **KKAL forms**.

Act 25 Exceptions Change Note: *On June 30, 2011, Act 25 was adopted and signed into law. Act 25 eliminates all referendum exceptions other than: (1) grandfathered debt; (2) debt approved by voter referendum; (3) special education costs, net of state reimbursement, in excess of the index (measured by look back – compare 2 prior years); (4) PSERS cost in excess of the index. For PSERS cost, the exception freezes the wage base at 2011-12 levels, such that the exception cannot be used to cover increased costs applicable to wage base increases, even if the district hires new employees or total salary costs otherwise exceed the 2011-12 wage base. The exception applies based on the increase between the current year and estimated payments for the next year, as determined by PDE. PDE provides guidance on how to calculate estimated payments in the PDE annual publication entitled "Referendum Exceptions Submitted to PDE Guidelines" and also in the "Retirement Contributions Referendum Exception Worksheet."*

Date/Deadline	Description	Law Section
Now	School district begin development of 2017-2018 Proposed Preliminary Budget. As part of this process, the business office should prepare a specific timeline for its school district to take each applicable step set forth in this Act 1 Timeline.	Unless otherwise stated, Law Section references are to Act 1, 53 P.S. § 6926.101 et seq.
September 1, 2016 (annual deadline)	Department of Education deadline to publish in Pennsylvania Bulletin 2017-2018 permitted tax increase base index.	Section 333(l)
September 30, 2016 (annual deadline)	Department of Education deadline to notify school districts of applicable base index or adjusted index; and of next year budget process timeline.	Section 313(1)
November/December 2016 (If school district will adopt Accelerated Budget Opt Out Resolution , this step does not apply)	School district adopt Resolution Authorizing Proposed Preliminary Budget Display and Advertising – Documents #4, #5, and #5A. (Note: Unless school district intends to adopt an opt out resolution, must display and advertise. Although KKAL believes this resolution authorizing public display and advertising is optional, PDE recommends this step. School districts should follow the PDE recommended process unless there is a compelling reason to do otherwise. See discussion at end of timeline on Required Budget Votes and Related Steps .)	
December 15, 2016 – tax certification deadline (annual deadline)	School district (that imposed earned income tax in 2015 and had residents paying tax on compensation imposed by Philadelphia under Sterling Act) deadline to certify to the Department of Education the total amount of 2015 tax credits claimed by school district residents based on the school district tax rate. Certification is accomplished by filing Sterling Act Tax Credit Data – Document #2.	Sections 503(b)(2); 324(2)

December 27, 2016 (30 days prior to preliminary budget display deadline)	Department of Education deadline to notify school districts of school year AFR data to be used when calculating referendum exception under Section 333(f)(2)(v).	Section 333(j)(4)
December 31, 2016 – homestead notice (annual deadline – 60 days prior to March 1 homestead application deadline)	School district deadline to notify by first class mail owner of each parcel of residential property – which can be limited to owners not currently approved or whose approval is due to expire – stating that the owner must submit a completed application to county assessment office to qualify for homestead exclusion. Mailing must include application, instructions, and deadline. (See also March 1 concerning application deadline.)	Section 341(b)
December 2016/January 2017	School districts should meet with the county assessment office to engage in dialogue concerning Act 1 homestead/farmstead approval and property transfer rules, and procedures to be followed for May 1 certification of approved properties. This step is optional, but should help avoid later problems with the county homestead and farmstead list.	
January 26, 2017 – preliminary budget public display or opt out (110 days prior to primary election – or 20 days prior to preliminary budget adoption)	School district deadline to either: (1) make 2017-2018 Proposed Preliminary Budget on form PDE-2028 available for public inspection (public display) pursuant to resolution; or (2) adopt opt out resolution pursuant to Section 311(d)(1) stating district will not raise the rate of any tax by more than index (Accelerated Budget Opt Out Resolution – Document #6).	Sections 311(c); 311(d)(1)
January 31, 2017 (or 5 days after opt out resolution adoption)	School district deadline to submit to Department of Education copy of opt out resolution and related proposed tax rate increases (Real Estate Tax Rate Report – Document #10).	Section 311(d)(2)(iii)
If school district adopts Accelerated Budget Opt Out Resolution , skip to Feb. 10, Feb. 15, March 1, Apr. 15, and after	If school district adopts Accelerated Budget Opt Out Resolution , the accelerated budget and Act 1 exception and primary election steps that follow do not apply – skip Timeline items other than Feb. 10, Feb. 15 as to tax collector compensation, March 1, Apr. 15, and after.	Section 311(d)(2)
February 5, 2017 (or 10 days prior to preliminary budget adoption) (n/a if opt out)	School district deadline to publish notice of intent to adopt 2017-2018 Preliminary Budget (Preliminary Budget Notice – Document #5 or #5A – must advertise at least 10 days before preliminary budget adoption – unless opt out resolution was adopted).	Section 311(c)
February 10, 2017 (or 10 days after PDE receipt of opt out resolution)	Department of Education deadline to notify school districts that adopted opt out resolution whether the proposed tax rates are equal to or less than index.	Section 311(d)(4)

<p>February 15, 2017 – Preliminary Budget (90 days prior to primary election) (n/a if opt out)</p>	<p>School district deadline to adopt Preliminary Budget on form PDE-2028 unless opt out resolution was adopted (Resolution Approving Preliminary Budget [and Authorizing Referendum Exception and Final Budget Notice] – Documents #7, #8, and #9). If school district does not intend adoption of a Proposed Final Budget, school board president sign and send to PDE Certification of Use of PDE-2028 – Document #14. (See also May 31, and discussion at end of timeline on Required Budget Votes and Related Steps.)</p>	Section 311(a)
<p>February 15, 2017 – elected tax collector compensation (deadline is Feb. 15 of municipal election year – every 4 years – the next applicable year is 2017)</p>	<p>School districts that collect real estate taxes directly, and also those with elected tax collectors, should complete data collection and analysis to establish official elected tax collector compensation rate. February 15, 2017 is deadline for school board action to establish or change the compensation rate applicable to anyone who runs for office, is elected, or serves for years starting 2018.</p>	Section 36a (Local Tax Collection Law)
<p>Elected or municipality appointed tax collector qualification</p>	<p>In the first year of service by, or in the first year of a new term of, an elected or municipality appointed tax collector, prior to delivery of the tax duplicate or tax bills to the collector, the school district should receive copies of:</p> <ol style="list-style-type: none"> (1) DCED Qualified Tax Collector Certificate; (2) Criminal history background information report; (3) Bond in proper form; (4) Evidence of appointment of deputy in compliance with applicable rules. 	
<p>February 19, 2017 (85 days prior to primary election) (n/a if opt out)</p>	<p>School district deadline to submit to Department of Education Preliminary Budget and related proposed tax rate increases (PDE-2028, including Real Estate Tax Rate Report – Document #10).</p>	Section 333(e)
<p>February 23, 2017 (or 1 week prior to filing referendum exception request) (n/a if opt out)</p>	<p>School district deadline to publish and post on district website notice of intent to apply to Department of Education for referendum exceptions (Act 1 Referendum Exception Notice – Document #5A or #8).</p>	Section 333(j)(2)
<p>March 1, 2017 – Homestead Application (annual deadline)</p>	<p>Homeowner deadline to file homestead application (and, if applicable, farmstead application) with county assessment office. (See also Dec. 31, 2016.)</p>	Sections 341(c), (e), (i)
<p>March 2, 2017 (75 days prior to primary election) (n/a if opt out)</p>	<p>Department of Education deadline to notify school districts (that did not adopt an opt out resolution and therefore submitted a Preliminary Budget to PDE) whether the proposed tax rates are equal to or less than index.</p>	Section 333(e)
<p>March 2, 2017 – file referendum exception request (75 days prior to primary election) (n/a if opt out)</p>	<p>School district deadline to request approval from Department of Education for referendum exceptions (Referendum Exception Application – Document #11).</p>	Section 333(j)

March 17, 2017 (60 days prior to primary election) (n/a if opt out)	School district deadline to submit primary election referendum question seeking voter approval of tax rate increase in excess of index to county election officials (for each county in which the school district is located), unless referendum exception request has been submitted to Department of Education. If the school district proposed tax rate increase would exceed the index even if all referendum exception requests were approved, and if it intends to submit a referendum question for that part of the tax rate increase, it must do so by this date. (See March 27 if referendum exception request submitted.)	Section 333(c)(3)
March 22, 2017 (55 days prior to primary election) (n/a if opt out)	Department of Education deadline to rule on school district request for referendum exception.	Section 333(j)(5)(i)
March 27, 2017 (50 days prior to primary election) (n/a if opt out)	School district deadline, if Department of Education denies all or a part of referendum exception request, to submit to county election officials primary election referendum question seeking voter approval of tax rate increase in excess of index for denied portion of the referendum exception request.	Section 333(j)(5)(iii)
April 15, 2017 (annual deadline)	Secretary of Budget certifies total amount of slot money revenue in Property Tax Relief Fund and Property Tax Relief Reserve Fund and total amount available for distribution.	Sections 503(a)(1), (e)
April 20, 2017 (annual deadline)	Secretary of Budget notifies Department of Education whether it is authorized to provide school districts with slot money allocations.	Section 503(d)
May/June of 2017	School district consider final and future budget and long term financial planning steps, including: (1) fund transfer to capital reserve fund or other budget category transfers, and (2) general fund balance designation for particular future needs. Factors to consider include future capital needs and School Code § 688 general fund balance limits. (Note: As to timing for budgetary transfers, the School Accounting Manual, under Budgetary Transfers, states that: "Transfers may not be made after the end of the budgeted fiscal year." However, relying on Municipal Code legal authority, many school districts make transfers to the capital reserve fund as part of finalizing the audit after the end of the fiscal year. As to timing for fund balance designation, this may occur at any time, but is often done before the end of the fiscal year in connection with budget adoption, or after the end of the fiscal year in connection with financial statement preparation and audit.)	Section 687 (School Code); Section 1432 (Municipal Code)
May 1, 2017 – slot money notice (annual deadline)	Department of Education notifies school districts of slot money allocation amount. This amount is used in calculating the homestead exclusion amount for tax bills.	Section 505(a)(4)
May 1, 2017 – county homestead report (annual deadline)	County assessment office provides each school district a certified report of homestead and farmstead properties per 53 Pa.C.S.A. § 8584(i).	Section 341(g)(3)

<p>May 16, 2017 – primary election (fourth Tuesday in April for Presidential election year; otherwise, third Tuesday in May) (n/a if opt out)</p>	<p>Primary election. If school district budget requires tax rate increase in excess of index and approved exceptions, county election officials place referendum question on the ballot pursuant to school district request. In addition, county election officials, in conjunction with school board, draft nonlegal interpretative statement to accompany referendum question. (See also March 17 and March 27)</p>	<p>Section 333(c)(4)</p>
<p>May regular school board meeting</p>	<p>School district appoint tax collector for direct collection of real estate taxes as required by School Code § 683 (Direct Tax Collection Tax Collector Appointment Resolution and Direct Tax Collection Acceptance of Appointment as Tax Collector – Documents #12 and #12A) – if school district collects directly rather than through elected tax collector. School district approve any tax collection procedure changes. School district adopt any changes to existing LTEA taxes. (See also May 31 concerning other required LTEA steps. If LTEA taxes changed and advertising required, deliver advertisement to newspaper of general circulation/Law Review for publication once a week for 3 weeks as required by LTEA § 306. Also, consider preliminary action at prior school board meeting.)</p>	<p>Section 683 (School Code)</p>
<p>May 30, 2017 (annual deadline/optional action) (adoption must occur within 30 days of receipt of PDE notice of slot money; see note above)</p>	<p>School district deadline to adopt resolution declining slot money and allowing voter decision. (See also June 6 and July 29)</p>	<p>Section 903(a)</p>
<p>May 31, 2017 (annual deadline – Act 1 § 351(f)(1) and LTEA § 511 state a June 1 deadline to report tax information; however, LTEA § 312 states a May 31 deadline. LTEA § 310 also requires filing a certified copy within 15 days after effective date.</p>	<p>School district deadline to report to, and file certified copy with, the Department of Community and Economic Development, new LTEA tax enactments and repeals and changes of LTEA taxes or tax collector (to require employer withholding of a new tax, withholding at a new rate, or to suspend withholding of a tax effective July 1, and otherwise to comply with filing requirements). (Note: DCED encourages e-filing using form CLGS-501. Certified copies of tax enactments may be filed by pdf email attachment.)</p>	<p>Section 351(f)(1); LTEA Sections 310, 312, 511; 71 P.S. § 965</p>
<p>May 31, 2017 (or 30 days prior to final budget adoption – see discussion in middle column and at end of timeline on Required Budget Votes and Related Steps)</p>	<p>School district deadline to adopt Proposed Final Budget (Resolution Authorizing Proposed Final Budget Display and Advertising – Documents #13 and #9) – and for school board president to sign and send to PDE Certification of Use of PDE-2028 – Document #14. (Note: PDE believes this action should occur in all cases, even if the school district adopted a Preliminary Budget. KKAL believes this action approving the specific Proposed Final Budget before adoption is mandatory if the school board previously adopted an opt out resolution and therefore did not previously adopt a Preliminary Budget. KKAL believes this step is optional if the school board previously adopted a Preliminary Budget. However, KKAL recommends following the PDE recommended process unless there is a compelling reason to do otherwise. See discussion at end of timeline on Required Budget Votes and Related Steps.)</p>	<p>Section 687(a)(1) (School Code)</p>

June 4, 2017 (or 5 days after slot money rejection resolution adoption)	School district deadline to submit copy of resolution declining slot money to Department of Education. (See also May 30 and July 29)	Section 903(b)
June 10, 2017 – budget public display (20 days prior to final budget adoption)	School district deadline to make Proposed Final Budget on form PDE-2028 available for public inspection (public display).	Section 312(c); School Code Section 687(a)(2)(i)
June 20, 2017 (or 10 days prior to final budget adoption)	School district deadline to publish notice of intent to adopt Final Budget (Final Budget Notice – Document #9).	Section 312(c)
June 30, 2017 – Final Budget (annual deadline) (the final budget must be adopted no later than the last day of the 2016-2017 fiscal year)	School district deadline to adopt Final Budget on form PDE-2028 (Final Budget for General Fund Approval Resolution – Document #15).	Section 312(a)
June 30, 2017 – homestead exclusion (annual deadline)	School district deadline to adopt resolution implementing homestead/farmstead exclusion (Homestead and Farmstead Exclusion Resolution – Document #16).	Sections 321(d), 342, 505(a)(4)
June 30, 2017 – tax levy (annual deadline)	School district deadline to adopt Annual Tax Levy Resolution – Document #17 (real estate tax levy, School Code per capita tax levy (if any), and summary of LTEA taxes not requiring annual levy). (Note: In school districts where a county-wide reassessment is applicable for the first time this year, calculating the permissible real estate tax rate requires two steps – an initial step of calculating a lower, revenue neutral tax rate, and a second step of calculating the permissible tax rate – using the Act 1 index for the preceding year (not the current year). Act 91 previously required a two-vote procedure, with initial adoption of Reassessment Year – Preliminary Resolution Establishing Revenue Neutral Tax Rate , followed by Reassessment Year – Final Resolution Levying Taxes and Establishing Final Tax Rate . The two-vote procedure is now optional for school districts.) (Note: Lancaster County reassessment will be effective January 1, 2018.)	Section 687 (School Code) 53 Pa.C.S.A. § 8823 53 P.S. § 6926.327
July 1, 2017 – tax bills (annual deadline)	School district deadline to furnish tax collector with tax duplicate/ Tax Bills – Document #18. (Note: Tax bills should be dated July 1 and mailed on or before July 1.)	
July 15, 2017 (annual deadline)	School district deadline to submit copy of Annual Tax Levy Resolution to Department of Community and Economic Development. (Copy may be filed by pdf email attachment.)	71 P.S. § 965

July 15, 2017 (annual deadline – within 15 days after final budget adoption)	School district deadline to submit Final Budget to Department of Education on form PDE-2028. In order to show compliance with School Code § 688 eight percent (8%) general fund balance limit, also file Certification of Estimated Ending Fund Balance from 2015-2016 General Fund Budget . In addition, if referendum exceptions were approved, must file Certification of Utilization of Referendum Exceptions – Document #19.	Sections 687(b), 688 (School Code)
July 29, 2017 (or 60 days after deadline for school district to notify PDE of slot money rejection resolution adoption)	Department of Education deadline to notify election officials of applicable county of school districts that have taken action to decline slot money and allow voter decision. (See also May 30 and June 6)	Section 904(b)
August 24, 2017 (fourth Thursday in August)	Department of Education pays school district 50% of slot money allocation.	Section 505(b)
October 26, 2017 (fourth Thursday in October)	Department of Education pays school district 50% of slot money allocation.	Section 505(b)
November 1, 2017	Date on which unpaid school district real estate tax becomes delinquent. School district or tax collector send delinquent tax notice to taxpayers who have not paid real estate tax or real estate tax installment due on or before October 31. Notice should include reference to applicable penalty and December 31 turnover to County Tax Claim Bureau or delinquent tax collector.	Section 10 (Local Tax Collection Law)
November 7, 2017 (first Tuesday after first Monday in November)	General election. For school districts that rejected slot money allocation, county election officials place referendum question on the ballot for voters to determine if the school district will be eligible to receive slot money allocation in 2017-2018. In addition, county election officials, in conjunction with school board, draft nonlegal interpretative statement to accompany referendum question. (See also May 30, June 6, and July 29)	Sections 904(c), (d)
December 1, 2017 (annual deadline – Act 1 § 351(f)(2) and LTEA § 511 state a December 1 deadline)	School district deadline to report to, and file certified copy with, the Department of Community and Economic Development, new LTEA tax enactments and repeals and changes of LTEA taxes or tax collector (to require employer withholding of a new tax, withholding at a new rate, or to suspend withholding of a tax effective January 1, and otherwise to comply with filing requirements). (Note: DCED encourages e-filing using form CLGS-501. Certified copies of tax enactments may be filed by pdf email attachment.)	Section 351(f)(2); 71 P.S. § 965.

Meaning of deadlines: Various deadlines require the school district to “submit” various items or to “seek approval” by specified dates. Act 1 does not expressly state whether this requires receipt by the other party by the specified date, or merely requires mailing by the specified date. In order to avoid any question, the school district should assume that the item must be received by the other party by the specified date.

Deadlines that fall on Saturday or Sunday: The Pennsylvania Statutory Construction Act, 1 Pa. C.S.A. § 1908, provides as follows: “When any period of time is referred to in any statute, such period in all cases ... shall be so computed as to exclude the first and include the last day of such period. Whenever the last day of any such period shall fall on Saturday or Sunday, or on any day made a legal holiday by the laws of this Commonwealth or of the United States, such day shall be omitted from the computation.” However, for statutes that require action on a specified annual date, such as December 15, February 15, March 1, or May 1, the law is unclear as to what deadline applies when the specified date falls on a Saturday or Sunday. To avoid issues, school districts should assume the deadlines are not extended.

Required Budget Votes and Related Steps:

1. Act 1 of 2006 §§ 311 and 312 enacted new provisions governing the budget process. When these provisions were written, the drafters failed to consider the pre-existing School Code § 687 provisions on the budget process. The end result is inconsistency and uncertainty on how to reconcile the Act 1 and School Code § 687 budget process provisions.
2. School Code § 687 provisions that predated Act 1 include the following:
 - Section 687 refers to a **Proposed Budget**. (Before Act 1, the Proposed Budget was often referred to as the Preliminary Budget. However, there was no reference in § 687 or any other statute to a Preliminary Budget, Preliminary Budget Proposal, or Proposed Final Budget. Under § 687, the only document expressly required to be approved before the Final Budget was the Proposed Budget.)
 - Section 687 mandates that the school board adopt the Proposed Budget at least 30 days before adoption of the **Final Budget**.
 - Section 687 mandates public display of the Proposed Budget at least 20 days before adoption of the Final Budget, and mandates publishing notice of the Proposed Budget at least 10 days before adoption of the Final Budget.
 - Section 687 mandates that, on the date of school board adoption of the Proposed Budget, the school board president certify to PDE that the Proposed Budget was prepared, presented, and will be made available for public inspection using PDE form 2028. For this purpose, PDE has directed use of the PDE form **Certification of Use of PDE-2028 – Document #14**.
 - School Code §§ 671 and 672 mandate adoption by June 30 of the Final Budget.
3. Act 1 provisions include the following:

- Unless an opt out resolution is adopted, § 311 mandates that the school board adopt a **Preliminary Budget Proposal** at least 90 days before the primary election.
- Act 1 mandates 20-day public display and 10-day published notice of intent to adopt before adoption of the Preliminary Budget Proposal (but does not state any requirement for a school board vote prior to adoption of the Preliminary Budget Proposal 90 days before the primary election).
- Act 1 next repeats the School Code requirements for adoption of the Final Budget by June 30, and for 20-day public display and 10-day published notice of intent to adopt before adoption of the Final Budget. (Once again, other than the requirement for adoption of the Preliminary Budget Proposal 90 days before the primary election, Act 1 does not state any requirement for the school board to vote on the Final Budget before its adoption by June 30.)

4. Act 1 does not address whether the Act 1 **Preliminary Budget Proposal** is the same as or something different from the School Code § 687 **Proposed Budget**. KKAL believes these two terms should be interpreted as meaning the same thing, and that adoption of the Preliminary Budget Proposal early in the year satisfies the School Code § 687 requirement for adopting a proposed budget 30 days before adoption of the Final Budget. However, PDE takes a different view. PDE interprets the Act 1 Preliminary Budget Proposal as something different from the § 687 Proposed Budget, and therefore believes school districts that have not adopted an opt out resolution are required to adopt both a Preliminary Budget Proposal and also another version labeled Proposed Final Budget at least 30 days in advance of adopting the Final Budget. In fact, PDE also believes school districts that do not intend to adopt an opt out resolution should also adopt a Proposed Preliminary Budget before adopting the Preliminary Budget Proposal.

5. PDE's interpretation is that **4 separate votes** are required as follows if the school district has not adopted an opt out resolution:

December/January/February

1. Adopt Proposed Preliminary Budget
2. Adopt Preliminary Budget

May/June

3. Adopt Proposed Final Budget (at least 30 days before step 4)
4. Adopt Final Budget

6. Although KKAL believes that steps 1 and 3 are optional if the school district has not adopted an opt out resolution, we suggest following PDE's interpretation in order to avoid unnecessary questions.

Tax and Fund Balance Limits (other than Act 1):

1. LTEA limits the amount of taxes that may be imposed under LTEA. Under LTEA § 320, the aggregate amount of all taxes imposed under LTEA during one fiscal year may not exceed the amount that is equal to the market value of all real estate in the district times 12 mills. In calculating whether a district has exceeded the limit, realty transfer taxes are not included for any year in which 100 or more new homes or major improvements were constructed.
2. The School Code also limits the amount of real estate taxes that may be levied. Under School Code § 672, school districts are limited to a tax rate of 25 mills. There is an exception to the 25 mill tax limit. Taxes may be levied in an unlimited amount to pay salaries and debt service. If a school district tax levy will exceed 25 mills, additional language should be added to the Resolution Levying Taxes.
3. School Code § 688 imposes limits on school district unreserved fund balances. A school district is prohibited from increasing real estate taxes unless its general fund budget has an estimated ending unreserved fund balance less than the percentage provided below.

School district budget size	Fund balance limit
≤ \$11,999,999	12.0%
\$12,000,000 - \$12,999,000	11.5%
\$13,000,000 - \$13,999,000	11.0%
\$14,000,000 - \$14,999,000	10.5%
\$15,000,000 - \$15,999,000	10.0%
\$16,000,000 - \$16,999,000	9.5%
\$17,000,000 - \$17,999,000	9.0%
\$18,000,000 - \$18,999,000	8.5%
≥ \$19,000,000	8.0%

Delayed Budget Adoption: School Code § 671(b) permits schools districts to delay adoption of the annual budget beyond June 30 when state legislation providing the appropriation for basic education has not been enacted by June 15. In such event, a district must adopt its budget no later than 15 days after the state enacts the basic education funding provisions, and must provide the public with 10 days notice prior to final action. School Code § 672 allows delay of the annual tax levy beyond June 30 to a date no later than 20 days after enactment of the basic education funding provisions.

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ENROLLMENT AGREEMENT

THIS AGREEMENT, made and entered beginning in the **2016-2017** school year - by and between East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301 ("District") and the Career Institute of Technology ("CIT").

WITNESSETH:

WHEREAS, District desires to enroll their student, Javin Griffin ("Student"), in the Electrical Construction Technology program at CIT.

WHEREAS, CIT offers an Electrical Construction Technology program and agrees to accept Student into its class.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby promise and agree as follows:

1. District agrees to pay tuition for Student's enrollment in the estimated annual amount of \$13,750.00 for the 2016-2017 school year prorated for actual days of enrollment (estimated at \$76.39 per enrollment day). Invoices will be sent after the end of the fiscal year. Actual daily enrollment costs will be based upon total budget divided by the total average daily membership for CIT multiplied by the District's total membership days. Payment shall be made within 45 days of date of the invoice.

2. CIT shall enroll Student in the program and shall provide the planned course of instruction as presented in its promotional materials. Any required support services beyond those regularly provided by CIT shall be the responsibility of the District.

3. District acknowledges and stipulates that CIT is not and shall not be considered the Local Educational Agency for Student for any purpose, including but not limited to any obligations of Student's district of residence pursuant to the Pennsylvania School Code, the regulations of the Pennsylvania State Board of Education, and/or the Individuals with Disabilities Act and its implementing regulations.

4. District shall be responsible to provide transportation for Student to and from CIT.

5. District agrees that Student shall be bound by, and shall comport himself/herself in accord with CIT's procedures, policies and regulations, including but not limited to the Student Code of Conduct.

6. Should Student be charged with a violation of CIT's procedures, policies and regulations, including but not limited to the Student Code of Conduct, CIT shall provide Student with due process as set forth in the Pennsylvania School Code. If CIT

determines that Student should be expelled from the school as set forth in its procedures, policies, and regulations, Student shall not be allowed to return to CIT.

7. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns, but shall not be assignable by CIT without prior written consent of the District.

8. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by both parties hereto with the approval of the Board of Directors of the District.

9. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, each intending to be legally bound.

Date

District

Date

President, Operating Committee

Date

Dr. William Haberl, Superintendent of Record

Date

Dr. Ronald Roth, Administrative Director

g.

CONTRACT TO PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of **Sept.5, 2016** by and between

SLHDA Head Start
300356500
Scranton, Pa.

East Stroudsburg School District
120452003
East Stroudsburg

These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):

Example: PDE Child Care, 333 Market Street, Harrisburg, PA 17126

Bushkill Head Start Hc 12 Box 700 Dingman's Ferry, Pa. 18328

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider **Na** days proceeding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, **Traditional Food-Based** Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of **Na**.

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at **na** for Breakfast, **na** for Lunch and **3:15** for Snack.

The Provider agrees to supply meals/snacks **inclusive** of milk to the Purchaser for the prices herein listed:

Meal Type	Daily Estimated Servings	x	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
BREAKFAST	Na		na		na		Na
LUNCH	Na		na		na		Na
SNACK	17		180		\$.86		\$2631.60
GRAND TOTAL OF CONTRACT							\$2,631.60

Conditions:

1. It is further agreed that the Provider, pursuant to the provisions of federal regulations, will assure that said meals/snacks will meet or exceed the minimum meal pattern requirements as necessary for the stated Menu Planning Option, and will maintain full and accurate records that the purchaser requires to meet its record keeping responsibility on a calendar month basis (supported by invoices, receipts or other records), and shall promptly submit invoices and delivery receipts to the Purchaser.
2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.
3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.
4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.
5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.
6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.
7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

9. The Provider will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
10. It is expressly agreed that in the event of any disagreement or controversy arising between the Provider and the Purchaser as to the interpretation of the specifications or proper performance of this contract, the dispute shall be settled between the Provider and Purchaser within a reasonable period of time and shall be final.
11. The Purchaser shall have the option to cancel this contract if the state or federal government withdraws funds to support the Child and Adult Care Food Program, the National School Lunch Program, the School Breakfast Program, the Afterschool Snack Program and/or the Summer Food Service Program.
12. The Provider guarantees that it has sufficient facilities to handle the increased meal/snack production resulting from the execution and implementation of the requirements of this contract.
13. The Provider guarantees that it has a delivery system sufficient to provide the meals/snacks as specified in this contract.
14. The Provider guarantees that there have not been any audit or CRE findings or sanctions within the past three years which would indicate that the Provider was incapable of preparing proper meals/snacks, planning quality menus or maintaining adequate records.
15. This contract may be terminated by notice, in writing, given by any party hereto to the other party at least 30 days prior to the date of termination.

Additional Requirements:

It is agreed by the parties hereto that there are no other considerations, favors, promises or interests passing between the parties other than what is expressly stated in this contract.

In witness hereof, this contract is signed and executed this date of Sept. 5, 2016 and will end Sept. 4, 2017

Please sign in **BLUE** ink.

Signature on Behalf of:

SLHDA Head Start

Name of Purchaser

Signature of Authorized Representative

Ann Lynady

Head Start Director

Title

Date _____

Signature on Behalf of:

East Stroudsburg School District

Name of Provider

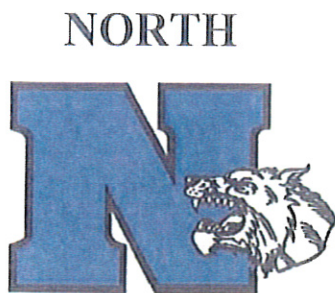
Signature of Authorized Representative

Title

Date _____

PDE APPROVED

h.

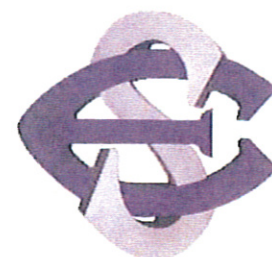


NORTH

Timberwolves

Benjamin J. Brenneman
Director of Athletics and Activities
EAST STROUDSBURG AREA SCHOOL DISTRICT
50 Vine Street
East Stroudsburg, PA 18301

(office) 570-424-8500, x 10501 • (fax) 570-420-8387
(e-mail) Benjamin-brenneman@esasd.net



SOUTH

Cavaliers

Date: June 21, 2016

To: Stroud Township - Forevergreen Nature Preserve

From: East Stroudsburg Area School District Athletic Office

Re: Facility Agreement for 2016 East Stroudsburg South Cross Country Team

This is a memorandum of understanding between the East Stroudsburg Area School District and Stroud Township for use of the Forevergreen Nature Preserve for the 2016-2017 School Year.

- Stroud Township will donate the use of Forevergreen Nature Preserve to the East Stroudsburg South Cross Country Team for its scheduled home meet on Tuesday, September 20, 2016, from approximately 2pm – 7pm at no cost to the district. This donation includes use of the walking path, parking lot, and course maintenance for the school district and visiting teams.
- Stroud Township also agrees to allow the visiting teams to practice at the Forevergreen Nature Preserve on Friday, September 16, 2016 and Saturday, September 17, 2016, if needed.
- In the case of inclement weather the East Stroudsburg Area School District Director of Athletics and Activities agrees to work with Stroud Township on a rescheduled date, preferably September 21, 2016, weather permitting.
- The East Stroudsburg Area School District will provide security to assist with parking on the date of the meet.
- The East Stroudsburg Area School District will also provide a proof of insurance to Stroud Township for use the Forevergreen Nature Preserve.

This is a one year agreement between the East Stroudsburg Area School District and Stroud Township for use of the Forevergreen Nature Preserve. This will be renewed yearly as long as both parties agree to the terms of the agreement. Both parties will sign this agreement and be provided a copy.

ESASD Representative Name (Print)
Edward C. Cramer
Stroud Township Representative Name (Print)

ESASD Representative Signature
Edward C. Cramer
Stroud Township Representative Signature

Date
9-2-2016
Date

o

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DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

THIS DEPOSITORY COLLATERAL PLEDGE AGREEMENT ("Agreement") is made and executed between the parties designated on the last page hereof as the Public Body (herein referred to as the "Public Body") and the Bank (herein referred to as the "Bank").

WITNESSETH

WHEREAS, the Public Body desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and provide security therefor as required by the laws of the Commonwealth of Pennsylvania;

WHEREAS, the Bank desires to pledge assets to secure public deposits on a pooled basis as permitted by Title 72, Chapter 3, Sections 3836-1 to 3836-8 of the Pennsylvania Statutes, 72 P.S. §§ 3836-1 to 3836-8;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Collateral Requirement

The Bank is obligated pursuant to this Agreement to pledge to the Public Body an undivided pro rata portion of the Pool Assets that is not less than the total amount of the Uninsured Deposits of the Public Body held by the Bank times one hundred percent (100%).

2. Security Requirements

- a. The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Public Body, including any interest due thereon, and any costs or expenses arising out of the collection of such Deposits upon default, agrees to provide the Public Body with a pledge of an undivided pro rata portion of Pool Assets.
- b. The Bank agrees that the Total Amount of the Pool Assets shall be no less than one hundred percent (100%) of the then current balances of all Uninsured Deposits made in the Bank by all Participating Public Bodies. It shall be the duty of the Bank to maintain continuously the required level of Pool Assets in accordance with the terms of this Agreement. The Bank shall carry in its accounting records at all times a general ledger or other appropriate account of the Total Amount of the Eligible Assets that constitute Pool Assets and the total amount of Uninsured Deposits of all Participating Public Bodies required to be secured by pledges of pro rata portions of such Pool Assets.

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

- c. The Bank shall determine, as of the opening of business on each Business Day, the then current balances of all Uninsured Deposits of all Participating Public Bodies required to be secured. If as of the opening of business on any Business Day, the total balances of all Uninsured Deposits of all Participating Public Bodies exceed the Total Amount of the Pool Assets, the Bank shall transfer to the Pool Assets, no later than the close of business on that Business Day, additional Eligible Assets of an amount not any less than the amount of such excess. If as of the opening of business on any Business Day, the Total Amount of the Pool Assets exceeds the total balances of all Uninsured Deposits of all Participating Public Bodies, the Bank may transfer from the Pool Assets, on that Business Day, such Eligible Assets of an amount not any greater than the amount of such excess. The Bank may make such transfers without notice to, or consent of, the Public Body.
- d. Whenever collateral is provided pursuant to this section, the Bank hereby grants to the Public Body a pledge of, and security interest in and to, an undivided pro rata portion of Pool Assets. The share of Pool Assets so pledged shall be in the proportion that the total amount of the Public Body's Uninsured Deposits so secured by Pool Assets bears to the total amount of Uninsured Deposits of all Participating Public Bodies similarly so secured. The security interest of the Public Body in the pro rata portion of the Pool Assets shall terminate upon the transfer of such pro rata portion of Eligible Assets from the Pool Assets consistent with the terms of this Agreement.
- e. The Bank may substitute Eligible Assets ("Substitute Assets") for any Eligible Assets constituting Pool Assets previously pledged to the Participating Public Bodies so long as the Substitute Assets are of an amount equal to or greater than the Eligible Assets which they will replace. In the event that the Bank determines that the Substitute Assets are of an amount equal to or greater than the Eligible Assets which they will replace, the Bank may transfer Eligible Assets out of the Pool Assets against delivery on the same Business Day of the Substitute Assets. The Bank may make such substitutions without notice to, or consent of, the Public Body.
- f. The Bank shall value the Pool Assets, which are pledged as collateral to secure the Uninsured Deposits of Participating Public Bodies, in accordance with 72 P.S. § 3836-4.

3. Custody of Pool Assets

- a. The Bank and the Public Body agree that the Pool Assets shall be held by a third-party custodian ("Third-Party Custodian") pursuant to an agreement between the Bank and such Third-Party Custodian. The Bank shall deliver the Pool Assets to the Third-Party Custodian to be held for the benefit of all Participating Public Bodies whose funds are secured by the Pool Assets from time to time. The Pool Assets shall be kept separate and apart from the general assets of the Bank and the general assets of the Third-Party Custodian and will not,

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

in any circumstances, be commingled with, or become part of, the backing for any other deposit or other liability of the Bank or the Third-Party Custodian.

- b. The Bank shall provide the Public Body each month with a statement identifying the total amount of the Deposits and Uninsured Deposits of the Participating Public Bodies held by the Bank and the Total Amount and valuation of the Pool Assets pledged to secure the Uninsured Deposits. At the request of the Public Body, the Third-Party Custodian will provide the Public Body with a statement describing the Total Amount and valuation of the Pool Assets that it holds up to four times per year. The Bank will provide the Public Body with a separate statement showing its Deposits held at the Bank in accordance with the terms and conditions of the deposit account agreement for that account.

4. Events of Default

In the event that the Bank fails to pay the Public Body any amount of its Deposits covered by this Agreement in accordance with the terms of such Deposits, or should the Bank fail or suspend active operations, the Deposits of the Public Body in such Bank shall become due and payable immediately and the Public Body shall have the right to unilaterally demand delivery of Eligible Assets of an amount equal to its pro rata portion of the Pool Assets, by notice to the Third-Party Custodian and the Bank (or, in the case of the Bank's failure, to the Receiver of the Bank). Upon receipt of such notice, the Bank shall provide to the Third-Party Custodian written confirmation of the Public Body's pro rata interest in the Pool Assets. After delivery by the Third-Party Custodian of Eligible Assets to the Public Body, the Public Body shall have the right to sell such assets at public or private sale. In the event of such sale, the Public Body, after deducting all legal expenses and other costs, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Public Body and shall return the surplus, if any, to the Bank.

5. Representations and Warranties

- a. Representations of the Bank. The Bank hereby represents and warrants that:
 1. It is the legal and actual owner, free and clear of all liens and claims, of all Pool Assets pledged pursuant to this Agreement;
 2. This Agreement was executed by an officer or other authorized representative of the Bank who was authorized by the Bank's board of directors to do so, and this Agreement will at all times be maintained as an official record of the Bank;
 3. All assets pledged pursuant to this Agreement are Eligible Assets;

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

4. The Bank is a national bank located and authorized to do business in the Commonwealth of Pennsylvania as of the date that it will perform its responsibilities under this Agreement; and
 5. All acts, conditions and things required to exist, happen or be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
- b. Representations of the Public Body. The Public Body hereby represents and warrants that:
1. This Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it, and is enforceable against the Public Body in accordance with its terms;
 2. No other action by the Public Body is required and this Agreement was executed by an officer of the Public Body authorized to do so;
 3. It will not transfer, assign its interest in, or its rights with respect to, any Eligible Assets pledged pursuant to this Agreement except as authorized pursuant to Section 4 of the Agreement; and
 4. All acts, conditions and things required to exist, happen or be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.
6. Liability, Performance and Records
- a. The Bank shall not be liable for any loss or damage sustained or incurred by the Public Body, including counsel fees, resulting from the Bank's action or failure to act in the performance of its duties hereunder, except for any loss, damage, claim or expense arising out of the Bank's own negligence or willful misconduct.
 - b. The Bank will not have any liability or responsibility, in the event that it is unable to perform any of its duties or responsibilities under this Agreement due to any act of God, fire, flood, civil or labor disturbance, war, act of governmental authority, fraud or forgery, malfunction of equipment or software, extreme weather, inability to obtain (or interruption of) external communications facilities, or any other cause beyond the reasonable control of the Bank, provided that the Bank shall use commercially reasonable efforts under the circumstances to resume performance as soon as reasonably practicable.
 - c. The Public Body's authorized officer, upon reasonable notice, shall have access to the Bank's books and records maintained with respect to the Public Body's interest in the Pool

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

Assets during the Bank's normal business hours. Upon the reasonable request of the Public Body, copies of any such books and records shall be provided by the Bank to the Public Body or the Public Body's authorized officer at the Public Body's expense.

7. Termination

Either of the parties hereto may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 30 days after the date of giving such notice or (ii) the date on which the Deposits of the Public Body are paid in full. Such notice shall not affect or terminate the Public Body's security interest in the undivided pro rata portion of Pool Assets. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

8. Miscellaneous

- a. The Bank shall have the right to collect and retain for its own account any and all interest, principal, dividend or other payments made with respect to the Eligible Assets held in the Pool Assets.
- b. It is the purpose of this Agreement to comply with the provisions of 12 U.S.C. § 1823(e) and 72 P.S. §§ 3836-1 to 3836-8.
- c. Any notice or other instrument in writing authorized or required by this Agreement to be given to the Public Body shall be sufficiently given if sent by regular mail to the Public Body at its most recent address as reflected in the records of the Bank's Treasury Operations unit.
- d. Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent by regular mail to the Bank at its offices at Treasury Operations – Collateral, 4900 Tiedeman Road, Brooklyn, OH 44114 or at such other offices as the Bank may from time to time designate in writing.
- e. Any notice or other instrument in writing authorized or required by this Agreement to be given to the Third-Party Custodian shall be sufficiently given if sent by regular mail to the Third-Party Custodian at its most recent address as provided to the Public Body by the Bank in writing.
- f. In case any provision in, or obligation under, this Agreement shall be found to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons or circumstances.

- g. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.
- h. This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns, provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
- i. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles thereof.
- j. This Agreement supersedes and completely replaces all previous agreements, if any, between the Bank (including all entities which have merged into the Bank) and the Public Body with respect to the subject matters contained herein.
- k. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. Definitions.

Whenever used in this Agreement the following terms shall have the following meanings:

- a. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities;
- b. "Business Day" shall mean any day on which the Bank and the Book Entry System are open for business;
- c. "Deposits" shall mean all deposits made by the Public Body or other Participating Public Bodies in the Bank that are available for all uses generally permitted by the Bank to the Public Body or other Participating Public Bodies for actually and finally collected funds under the Bank's account agreement or policies. Deposits include collected funds finally posted to demand, savings, or time deposit accounts established and maintained by the Public Body or other Participating Public Bodies with the Bank;
- d. "Eligible Assets" shall mean the types of assets which may be used as security to secure the Deposits of Public Bodies pursuant to 72 P.S. § 3836-4;

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

- e. "Participating Public Body" shall mean a public body, as defined in 72 P.S. § 3836-1(3), within the Commonwealth of Pennsylvania that has duly elected to accept a pledge by the Bank of a pro rata share of a pool of Eligible Assets as security for its Deposits with the Bank, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act, and has entered into an agreement with the Bank that is the same as, or similar to, this Agreement;
- f. "Pool Assets" shall mean a single group or aggregation of Eligible Assets to be pledged on a pro rata basis by the Bank to Participating Public Bodies to secure Deposits made by such public bodies in the Bank in excess of the amount insured under the provisions of the Federal Deposit Insurance Act;
- g. "Substitute Assets" shall have the meaning set forth in Paragraph e of Section 2 of this Agreement;
- h. "Third-Party Custodian" shall be The Bank of New York Mellon or other national bank, state-chartered bank, trust company, or banking institution selected by the Bank to serve as custodian to hold the Pool Assets. The Third-Party Custodian will initially be The Bank of New York Mellon whose address is Institutional Custody Group, One Wall Street – 25th Floor, New York, NY 10286. If the Bank selects a different Third-Party Custodian, it shall notify the Public Body in writing;
- i. "Total Amount of the Pool Assets" or "Total Amount of the Eligible Assets" shall mean the total amount of all Eligible Assets that comprise the Pool Assets;
- j. "Uninsured Deposits" shall mean that portion of the Deposits which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

DEPOSITORY COLLATERAL PLEDGE AGREEMENT (PA)

IN WITNESS WHEREOF, the Public Body and the Bank have caused this Agreement to be executed by their duly authorized representatives as of the dates listed below.

KEYBANK NATIONAL ASSOCIATION

(Bank)

By: _____
(Signature)

(Name)

Designated Signer

(Title)

(Date)

(Public Body)

By: _____
(Signature)

(Name)

(Title)

(Date)

j

**EAST STROUDSBURG AREA SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR
AUDITING SERVICES**

Auditing Fee for 2013-14 \$ _____

Auditing Fee for 2014-15 \$ _____

Auditing Fee for 2015-16 \$ _____

Optional Auditing Fee for 2016-17 \$ _____

Optional Auditing Fee for 2017-18 \$ _____

Additional Services - Hourly Rate:

Partner \$ _____

Senior Auditor \$ _____

Manager \$ _____

Staff Accountant \$ _____

Supervisor \$ _____

Paraprofessional \$ _____

Firm Name: _____

Form of Business Entity: _____

Employer Identification Number: _____

Telephone: _____

Fax: _____

Date: _____

Authorized Signature: Edwel J. Furman

Title: _____

Email: _____



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Change Order

No. _____

Date of Issuance: September 2, 2016 Effective Date: _____

Project: <u>HSS Library Window Repl.</u>	Owner: <u>East Stroudsburg Area S.D.</u>	Owner's Contract No.: _____
Contract: _____	Date of Contract: <u>April 21, 2016</u>	
Contractor: <u>Bognet, Inc.</u>	Engineer's Project No.: <u>28704</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Credit change order for unused material allowances.

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>129,900.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>129,900.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>8,640.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>121,260.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>July 27, 2016</u> Ready for final payment (days or date): <u>August 3, 2016</u>

RECOMMENDED: <i>Josh Grice</i>	ACCEPTED: <i>James G. Bognet</i>	ACCEPTED:
By: <u>Josh Grice</u>	By: <u>JAMES G. BOGNET</u>	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>9/2/16</u>	Date: <u>9/2/16</u>	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



ii

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): East Stroudsburg Area School D
50 Vine Street
East Stroudsburg, PA 18301

PROJECT: Lehman Intermediate School
ESSD North Campus
Lehman Township,

APPLICATION NO: Schedule A
PERIOD TO: 7/31/2016

DISTRIBUTION
TO:

- OWNER
- ARCHITECT
- CONTRACTOR

FROM (CONTRACTOR): Northeast Site Contractors
3240 Oak Grove Road
East Stroudsburg, Pa 18302

VIA (ARCHITECT): D'Huy Engineering, Inc
One East Broad Street
Suite 310
Bethlehem, PA 18018

ARCHITECT'S
PROJECT NO:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal

Stacy Dawn Pokrinchak, Notary Public
Middle Smithfield Twp., Monroe County
My Commission Expires Sept. 29, 2016

CONTRACT FOR: North Campus Paving Repairs - Phase 1

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document 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.

CONTRACTOR: Northeast Site Contractors
3240 Oak Grove Road East Stroudsburg, Pa 18302

By: FKW / President
Brian K. Winot

State of: PA

County of: Monroe

Subscribed and Sworn to before me this

Notary Public: Stacy Dawn Pokrinchak

My Commission Expires: Sept. 29, 2016

Date: 9 August 16

Day of August 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 \$ 126,547.91

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

ARCHITECT:

By: John J. Grace

J. Grace

Date: 9/11/16

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

1. ORIGINAL CONTRACT SUM	\$ 132,021.00
2. Net Change by Change Orders	\$ 8,587.80
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 140,608.80
4. TOTAL COMPLETED AND STORED TO DATE	\$ 140,608.80

5. RETAINAGE:

a. 10.00 % of Completed Work \$ 14,060.89

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 14,060.89

6. TOTAL EARNED LESS RETAINAGE \$ 126,547.91
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 126,547.91

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 14,060.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	8,587.80	0.00
TOTALS	8,587.80	0.00
NET CHANGES by Change Order	8,587.80	

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): East Stroudsburg Area School D 50 Vine Street East Stroudsburg, PA 18301	PROJECT: Lehman Intermediate School ESSD North Campus Lehman Township,	APPLICATION NO: Schedule PERIOD TO: 7/31/2016	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): Northeast Site Contractors 3240 Oak Grove Road East Stroudsburg, Pa 18302	VIA (ARCHITECT): D'Huy Engineering, Inc One East Broad Street Suite 310 Bethlehem, PA 18018	ARCHITECT'S PROJECT NO:	

CONTRACT FOR: North Campus Paving Repairs - Pha

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Curb removal	2,666.60	0.00	2,666.60	0.00	2,666.60	100.00	0.00	266.66
2	Remove bollards	1,333.52	0.00	1,333.52	0.00	1,333.52	100.00	0.00	133.35
3	Remove pave full depth	13,315.92	0.00	13,315.92	0.00	13,315.92	100.00	0.00	1,331.59
4	Mill 1.5"	6,543.22	0.00	6,543.22	0.00	6,543.22	100.00	0.00	654.32
5	Strip and regrade swale	4,300.76	0.00	4,300.76	0.00	4,300.76	100.00	0.00	430.08
6	Underdrain	2,948.65	0.00	2,948.65	0.00	2,948.65	100.00	0.00	294.87
7	Sportsedge drain	12,043.20	0.00	12,043.20	0.00	12,043.20	100.00	0.00	1,204.32
8	New curb	6,003.20	0.00	6,003.20	0.00	6,003.20	100.00	0.00	600.32
9	6" 2A Modified	10,115.76	0.00	10,115.76	0.00	10,115.76	100.00	0.00	1,011.58
10	4" 19mm superpave	25,845.36	0.00	25,845.36	0.00	25,845.36	100.00	0.00	2,584.54
11	1.5" 9.5mm superpave	21,347.48	0.00	21,347.48	0.00	21,347.48	100.00	0.00	2,134.75
12	Relocate existing sign	166.69	0.00	166.69	0.00	166.69	100.00	0.00	16.67
13	New bollards	3,349.52	0.00	3,349.52	0.00	3,349.52	100.00	0.00	334.95
14	Topsoil/seed	2,953.92	0.00	2,953.92	0.00	2,953.92	100.00	0.00	295.39
15	General conditions	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00	0.00	200.00
16	Unit price allowance 1	1,764.20	0.00	1,764.20	0.00	1,764.20	100.00	0.00	176.42
17	Unit price allowance 2	10,300.00	0.00	10,300.00	0.00	10,300.00	100.00	0.00	1,030.00
18	Unit price allowance 3	3,040.00	0.00	3,040.00	0.00	3,040.00	100.00	0.00	304.00
19	Unit price allowance 4	1,983.00	0.00	1,983.00	0.00	1,983.00	100.00	0.00	198.30
20	Change Order 1	8,587.80	0.00	8,587.80	0.00	8,587.80	100.00	0.00	858.78
REPORT TOTALS		\$140,608.80	\$0.00	\$140,608.80	\$0.00	\$140,608.80	100.00	\$0.00	\$14,060.89



iii.

800-776-3541

570-226-3541



AMERICAN FENCE CO.

BOX 377, TAFTON, PA 18464

Date 28 Feb 16

M. East Stevensburg School Post

Box Garage Fence Repair

QUANTITY	DESCRIPTION	PRICE
	Referred to original	
	Invoice Dated 16 May 16	
	make repairs as listed	
	\$3,500.00	
ADD:	Disrupt 120 feet of	
	8" high chain link with	
	3 strands of barbed wire	
	cut posts at ground	
	level. using material	
	from take down, install	
	2 secure sections	
	+ \$780.00	
	Total Cost \$4,280.00	
	Additional Costs for Rock Holes	
	35% Deposit Upon Acceptance	
	Accepted By:	

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iv.
1.

THIRD DIMENSION SPECIALTIES

856 CAPOUSE AVENUE
 SCRANTON, PA 18509
 P.570-969-0623/F.570-347-6225

Estimate

Date	Estimate #
5/2/2016	3760

Name / Address
EAST STROUDSBURG AREA SCHOOL DIST. 50 VINE ST. EAST STROUDSBURG, PA. 18301 ATT. CURTIS BEAM

Project

Description	Qty	Cost	Total
PROJECT: HS STADIUM REVISED ACCESSORIES			
1 LOT OF SCRANTON PRODUCTS SOLID PLASTIC TOILET PARTITIONS 10 - STALLS, DELIVERED	10	534.43	5,344.30
SANTANA SOLID PLASTIC TOILET PARTITIONS FLOOR MOUNTED OVERHEAD BRACED		0.00	0.00
ALUM CONTINUOUS WALL BRACKET			
STAINLESS STEEL SHOES (3" HIGH)			
8" ALUM HINGES			
ALUMINUM HEATSINC			
STANDARD MATERIALS AND HARDWARE THROUGHOUT			
PRICES VALID FOR ALL SANTANA COLORS			
55" HIGH DOORS AND PANELS			
10 - AJ U840 TOILET PAPER DISPENSERS, 6 - AJ U590 NAPKIN DISPENSER, DELIVERED	16	41.19375	659.10
NOTE: ADD FOR INSTALLATION \$1490.00 PRICE DOES NOT INCLUDE TEAROUT PRICE IS FOR ONE SHIPMENT ONLY PRICE SHOWN HAS NO SALES TAX 25 YR STANDARD WARRANTY		0.00	0.00
ALL PRICE ARE PER THE KEYSTONE PURCHASING CONTRACT #201105-10			

THANK YOU FOR THE OPPORTUNITY TO QUOTE ON YOUR PROJECT

Subtotal \$6,003.40

Sales Tax (6.0%) \$0.00

Total \$6,003.40

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iv.

2.

Stadium Upgrades

Main Hallways (Public Areas)	\$ 3,600.83
• 23 Lights: 2x4 Troffers, 3 bulb T8	
• 589 Ceiling Tiles: 942B Ceiling Tiles	
Football Locker Room	\$ 2,401.39
• 9 Round Lights: LED Round light for wet locations	
• 20 Low Profile Wraparound Lights: New fixture with 2 T8 bulbs	
• 2 Toilet Seats: Bemis 1955CT	
• 2 Faucets: Symmons S-72 Metering Faucet	
• 4 Wall Lights: New fixture with 2 T8 bulbs	
• 182 Sag Resistant Ceiling Tiles: 922A Ceiling Tiles	
Football Coaches Room	\$ 1,388.26
• 1 Toilet Seat: Bemis 1955CT	
• 2 Faucets: Symmons S-72 Metering Faucet	
• 5 Lights: 2x4 Troffers, 3 Bulb T8	
• 4 Low Profile Wraparound Lights: New Fixture with 2 T8 Bulbs	
• 4 Round Lights: LED Round light for wet locations	
• 58 Sag resistant Ceiling Tiles: 922A Ceiling Tiles	
• 60 Ceiling Tiles: 942B Ceiling Tiles	
• 3 Wall Mount Lights: New fixture with 2 T8 bulbs	
Women's Restroom	\$ 1,161.82
• *New partitions: As per quote	
• 7 Toilet seats: Bemis 1955CT	
• 3 Faucets: Symmons S-72 Metering Faucet	
• 1 Handicap Faucet: American Standard	
• 28 Ceiling Tiles: 942B Ceiling Tiles	
• 4 Round Lights: LED Round Light for wet Locations	
• 5 Wall Lights: New fixture with 2 T8 bulbs	
Concession Stand	\$ 572.50
• 11 Low Profile Wraparound Lights: New Fixture with T8 bulbs	
• 35 Ceiling Tiles: 942B Ceiling Tiles	

Doc's Office

\$ 692.12

- 77 Ceiling Tiles: 942B Ceiling Tiles
- 8 Lights: 2x4 Troffers, 3 bulb T8

Rifle Range

\$ 2,268.12

- 258 Ceiling Tiles: 942B Ceiling Tiles
- 2 Lights: 2x4 Troffers, 3 bulb T8
- 5 Lights: 2x2 Troffers, 2 bulb T8 "U"
- 6 - 4 Bulb Lights: 24 LED Bulb Replacement
- 6 - 3 Bulb Lights: LED Bulb Replacement
- 6 - 2 Bulb Lights: LED Bulb Replacement
- 6 - 1 Bulb Lights: LED Bulb Replacement

Men's and Women's Restroom Partitions Parts/Installation

\$ 7,493.40

Total

\$24,734.62

Supply Total:

- 2x4 Troffers: 42 at \$42.38ea. = \$1779.96
- 2x2 Troffers: 5 at \$43.22ea. = \$216.10
- Low Profile Wraparound Lights: 63 at \$38.86ea. = \$2259.18
- 7" Round LED Lights: 28 at \$29.15ea. = \$816.20
- LED 4' Fluorescent Bulb Replacement: 60 at 13.50ea. = \$810
- Bemis 1955CT Toilet Seats: 20 at \$22.86ea. = \$457.20
- Wall Lights: 25 at \$72.20ea. = \$1805
- Symmons S-75 Metering Faucet: 13 at \$86.88ea. = \$1129.44
- American Standard Faucet (ADA): 2 at 130.03ea. = \$260.06
- 942B Armstrong Ceiling Tiles: 1150 at \$44.51 per case (10 per case) = \$5118.64
- 922A Armstrong Ceiling Tiles: 498 at 39.72 per case (8 per case) = \$2502.36
- Men's and Women's Restroom toilet partitions supplied and installed by Third Dimension Specialties: \$7,493.40

76,210.00

Total: \$24,734.62