

V. ITEMS FOR DISCUSSION

a. 2018-19 Budget Timeline

Timeline for Events Related to 2018-2019 Budget Process

Special Session Act 1 of 2006

Dates in Timeline Apply to All School Districts except Philadelphia City SD, Pittsburgh SD and Scranton SD

Date	Description	Section
September 1, 2017 (annual deadline)	Department of Education publishes the 2018-2019 base index in the Pennsylvania Bulletin.	Section 333(l)
September 30, 2017 (annual deadline)	Department of Education notifies school districts of their 2018-2019 adjusted index.	Section 313(2)
December 15, 2017 (annual deadline)	School districts with residents paying tax on compensation imposed by Philadelphia under the authority of the Sterling Act certify to the Department of Education the total amount of 2016 tax credits provided based on the tax rate of the school district. (Applies only to school districts that had an earned income and net profits tax in the 2016 calendar year.)	Sections 503(b)(2); 324(2)
December 26, 2017 (30 days prior to preliminary budget public inspection deadline)	Department of Education deadline to notify school districts of school year of AFR data to be used when calculating referendum exception in Section 333(f)(2)(v).	Section 333(j)(4)
December 31, 2017 (60 days prior to March 1 application deadline)	School Districts send notification, by first class mail, to owners of each parcel of residential property – which can be limited to owners who are not currently approved or whose approval is due to expire – stating that the owner must submit a completed application to county assessor to qualify for homestead exclusion. Mailing must include application, instructions and deadline to apply.	Section 341(b)
January 25, 2018 (110 days prior to primary election) <i>January 22, 2018 Board Mtg</i>	School district deadline to make 2018-2019 proposed version of preliminary budget available for public inspection or adopt resolution pursuant to Section 311(d)(1) indicating that it will not raise the rate of any tax by more than its index.	Section 311(c); 311(d)(1)
January 30, 2018 (5 days after resolution adoption)	School district deadline to submit a copy of resolution adopted pursuant to 311(d)(1) and proposed tax rate increases to Department of Education in the Consolidated Financial Reporting System (CFRS) application.	Section 311(d)(2)
February 4, 2018 (10 days prior to preliminary budget adoption deadline)	School district deadline to give public notice of the intent to adopt the 2018-2019 preliminary budget unless resolution was adopted under Section 311(d)(1) indicating that it will not raise the rate of any tax by more than its index.	Section 311(c)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2018-2019 Budget Process

Date	Description	Section
February 9, 2018 (10 days after receipt of resolution)	Department of Education deadline to notify school districts that adopted a resolution pursuant to Section 311(d)(1) whether the 2018-2019 proposed tax rates are equal to or less than their Index.	Section 311(d)(4)
February 14, 2018 (90 days prior to primary election)	School district deadline to adopt the 2018-2019 preliminary budget unless resolution adopted under Section 311(d)(1).	Section 311(a)
February 19, 2018 (85 days prior to primary election)	School district deadline to submit 2018-2019 preliminary budget containing proposed tax rate increases to Department of Education in the CFRS application.	Section 333(e)
February 22, 2018 (1 week prior to filing of request for referendum exception)	School district deadline to publish notice in newspaper of intent to request approval from Department of Education for a referendum exception.	Section 333(j)(2)
No later than March 1, 2018 (annual deadline)	Deadline for homeowners to file a homestead application (and, if applicable, a farmstead application) with county assessor indicating property is owner-occupied. Resubmission of application required no more than one time every three years. No application fee for filing. (See December 31, 2017.)	Section 341(c), (e), (i)
March 1, 2018 (75 days prior to primary election)	Department of Education deadline to notify school districts that submitted the 2018-2019 preliminary budget whether the proposed tax rates are equal to or less than their Index.	Section 333(e)
March 1, 2018 (75 days prior to primary election)	School district deadline to seek approval from Department of Education for referendum exceptions requiring their approval.	Sections 333(j)
March 16, 2018 (60 days prior to primary election)	School district deadline to submit referendum question seeking voter approval of tax rate increase in excess of index to the county board of elections (for each county in which the school district is located), unless request for referendum exception has been submitted to Department of Education. If the school district's proposed tax rate increase would exceed their Index even if all of its 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.	Section 333(c)(3)
March 21, 2018 (55 days prior to primary election)	Deadline for Department of Education to issue ruling on school district's petition for referendum exception.	Sections 333(j)(5)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2018-2019 Budget Process

Date	Description	Section
March 26, 2018 (50 days prior to primary election)	School district deadline, if the Department of Education denies all or a part of the school district's request for referendum exception, to submit to the county board of elections referendum question seeking voter approval of tax rate increase in excess of index for the portion of the referendum exception request denied.	Sections 333(j)(5)
April 15, 2018 (annual deadline)	Secretary of the Budget certifies the total amount of revenue in the Property Tax Relief Fund and the Property Tax Relief Reserve Fund and the total amount available for distribution in 2018-2019.	Section 503(a)(1), (e)
April 20, 2018 (annual deadline)	Secretary of the Budget notifies Department of Education whether it is authorized to provide school districts with property tax allocations under Section 505.	Section 503(d)
Prior to May 15, 2018	General Primary election. County election officials, in conjunction with board of school directors, shall draft a non-legal interpretive statement to accompany referendum question that references items of expenditure for which tax rate increases are being sought. (See March 16 or March 26, 2018.)	Section 333(c)(4)
May 1, 2018 (annual deadline)	Department of Education notifies school districts of the amount of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2018, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2018-2019.	Section 505(a)(4)
May 1, 2018 (annual deadline)	Assessor provides each school district with a certified report with information on homestead and farmstead properties, as provided in 53 Pa CS §8584(i).	Section 341(g)(3)
No later than May 31, 2018 (optional action)	Deadline for school district board of directors electing to adopt resolution rejecting 2018-2019 property tax allocation. This action can only occur if the Department of Education has notified school districts by May 1, 2018, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2018-2019. (This action applies only if a school district has not rejected a previous state property tax allocation.)	Section 903(a)
No later than May 21, 2018 May 31, 2018 Board Mtg.	School district deadline to adopt 2018-2019 proposed version of final budget and upload the signed Certification of Use document in the CFRS application.	Section 687(a)(1) (School Code)
June 5, 2018	School district deadline to submit copy of resolution (if adopted) rejecting 2018-2019 property tax allocation to Department of Education. (See May 31, 2018.)	Section 903(b)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2018-2019 Budget Process

Date	Description	Section
June 10, 2018 (20 days prior to final budget adoption deadline) <i>May 30, 2018</i>	School district deadline to make 2018-2019 proposed final budget available for public inspection on the General Fund Budget from the CFRS application.	Section 312(c)
June 20, 2018 (10 days prior to final budget adoption deadline) <i>June 9, 2018</i>	School district deadline to offer public notice of its intent to adopt the 2018-2019 final budget.	Section 312(c) Section 687(a)(2)(i) (School Code)
June 30, 2018 (annual deadline) <i>June 18, 2018</i> <i>Board Mtg</i>	School district deadline to adopt the 2018-2019 final budget.	Section 312(a)
June 30, 2018 (annual deadline)	School district deadline to adopt a resolution implementing the homestead/farmstead exclusion. For school districts whose voters did not approve a local income tax for the purpose of providing homestead/farmstead exclusions, this only occurs if the Department of Education has notified school districts by May 1, 2018, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2018-2019.	Section 321(d), 342, 505(a)(4)
July 15, 2018 (annual deadline)	School district deadline to submit 2018-2019 final budget to Department of Education in the CFRS application.	Section 687(b) (School Code)
No later than August 4, 2018 (60 days after receipt of resolution)	Department of Education deadline to notify election officials of each county of the school districts in that county that have taken action to reject their 2018-2019 property tax relief allocation under Section 903(a). (See May 31, 2018.)	Section 904(b)
August 23, 2018	Department of Education pays school districts 50 percent of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2018, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2018-2019.	Section 505(b)
October 25, 2018	Department of Education pays school districts 50 percent of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2018, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2018-2019.	Section 505(b)
December 1, 2018	Deadline for school districts to report to the Department of Community and Economic Development, tax enactments, repeals and changes to require withholding of a new tax, withholding at a new rate or to suspend withholding of such tax effective January 1, 2019.	Section 351(f)(2)

V. ITEMS FOR DISCUSSION

d. Board Financial Reports



09/26/2017 15:40
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East Stroudsburg Area SD, PA
REVENUE DETAIL

SEPTEMBER 2017

P 1
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FOR 2018 03

JOURNAL DETAIL 2018 1 TO 2018 3

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
10 General Fund						
6111 Current Real Estate Tax	-88,786,332.00	-11,467,767.68	0.00	0.00	-77,318,564.32	12.9%
6112 Interim Real Estate Tax	-150,000.00	0.00	0.00	0.00	-150,000.00	.0%
6113 Public Utility Realty	-122,100.00	0.00	0.00	0.00	-122,100.00	.0%
6114 Pay In Lieu -St/Local	-82,500.00	-3,096.88	0.00	0.00	-79,403.12	3.8%
6143 Local Service Tax - LST	-80,000.00	-15,603.11	0.00	0.00	-64,396.89	19.5%
6151 Current Act 511 EIT	-3,600,000.00	-655,778.12	0.00	0.00	-2,944,221.88	18.2%
6153 Curr Act 511 Real Est	-750,000.00	-147,325.57	0.00	0.00	-602,674.43	19.6%
6411 Delinquent Real Estate	-9,000,000.00	0.00	0.00	0.00	-9,000,000.00	.0%
6510 Interest on Invest	-130,000.00	-105,810.62	0.00	0.00	-24,189.38	81.4%
6710 Admissions	-35,000.00	-3,076.00	0.00	0.00	-31,924.00	8.8%
6832 Federal Idea Revenue	-1,049,604.00	-10,000.00	0.00	0.00	-1,039,604.00	1.0%
6910 Rentals	-100,000.00	-6,820.54	0.00	0.00	-93,179.46	6.8%
6941 Regular Sch Tuition	-15,000.00	0.00	0.00	0.00	-15,000.00	.0%
6942 Summer School Tuition	-12,000.00	-18,964.00	0.00	0.00	6,964.00	158.0%
6944 Tuition from Other Lea	-8,500.00	0.00	0.00	0.00	-8,500.00	.0%
6999 Other Revenues Misc	-100,000.00	-9,897.40	0.00	0.00	-90,102.60	9.9%
7110 Basic Education	-14,982,944.00	-2,273,170.00	0.00	0.00	-12,709,774.00	15.2%
7160 Tuition Orphans & Child	-650,000.00	0.00	0.00	0.00	-650,000.00	.0%
7240 Driver Ed-Student	-13,250.00	0.00	0.00	0.00	-13,250.00	.0%
7271 Special Ed School Aged	-4,048,343.00	-616,226.00	0.00	0.00	-3,432,117.00	15.2%

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East Stroudsburg Area SD, PA
REVENUE DETAIL

SEPTEMBER 2017



2
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FOR 2018 03

JOURNAL DETAIL 2018 1 TO 2018 3

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
7310 Transport (Reg & Addtl)	-2,900,000.00	0.00	0.00	0.00	-2,900,000.00	.0%
7311 Pupil Transportation Subsidy	0.00	-405,662.38	0.00	0.00	405,662.38	100.0%
7320 Rent & Sink Fund Pymt	-1,125,000.00	-208,200.25	0.00	0.00	-916,799.75	18.5%
7330 Health Services/ Act 25	-155,000.00	0.00	0.00	0.00	-155,000.00	.0%
7340 State Prop Tax Reduction Allo	-4,345,839.00	-2,172,920.00	0.00	0.00	-2,172,919.00	50.0%
7505 Ready To Learn Grant	-1,248,758.00	0.00	0.00	0.00	-1,248,758.00	.0%
7599 Other State Grant Rev	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
7810 State Share Ss & Med	-2,679,146.00	-729,850.09	0.00	0.00	-1,949,295.91	27.2%
7820 State Share Retire Cont	-11,346,586.00	9,882.83	0.00	0.00	-11,356,468.83	-1%
8110 Payments Fed Impacted	-500,000.00	0.00	0.00	0.00	-500,000.00	.0%
8514 NCLB-Title I	-1,256,607.00	-599,762.42	0.00	0.00	-656,844.58	47.7%
8515 NCLB-Title II	-183,512.00	-76,672.80	0.00	0.00	-106,839.20	41.8%
8516 NCLB-Title III	-25,627.00	-1,708.47	0.00	0.00	-23,918.53	6.7%
8732 Arra-Qscbs	-54,770.00	-7.83	0.00	0.00	-54,762.17	.0%
8733 UNDEFINED	-25,000.00	-3.59	0.00	0.00	-24,996.41	.0%
8810 Med Assist Reimb Access	-300,000.00	0.00	0.00	0.00	-300,000.00	.0%
8820 Med Assi Reimb Trans	-100,000.00	-40,131.12	0.00	0.00	-59,868.88	40.1%
9210 Capital Lease Equipment	-1,687,236.00	0.00	0.00	0.00	-1,687,236.00	.0%
9400 Sale Of Fixed Assets	-2,268,960.00	-2,403.80	0.00	0.00	-2,266,556.20	.1%
TOTAL General Fund	-154,117,614.00	-19,560,975.84	0.00	0.00	-134,556,638.16	12.7%
GRAND TOTAL	-154,117,614.00	-19,560,975.84	0.00	0.00	-134,556,638.16	12.7%

** END OF REPORT - Generated by Thomas McIntyre **

Sequence 1	Field #	Total	Page Break	Year/Period: 2018/ 3
Sequence 2	1	Y	N	Print revenue as credit: Y
Sequence 3	2	Y	N	Print totals only: Y
Sequence 4	0	N	N	Suppress zero bal accts: Y
	0	N	N	Print full GL account: N
	0	N	N	Double space: N
				Roll projects to object: N

Report title:
REVENUE DETAIL
SEPTEMBER 2017

Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: Y
Multiyear view: D
Amounts/totals exceed 999 million dollars: Y

Carry forward code: 2
Print journal detail: Y
From Yr/Per: 2018/ 1
To Yr/Per: 2018/ 3
Include budget entries: Y
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Sort by JE # or PO #: J
Detail format option: 1

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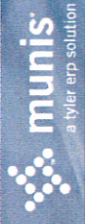
Fund 10
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Account type Revenue
Account status
Rollup Code

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
10 General Fund						
1110 Regular	55,755,372.67	4,895,724.03	4,357,267.69	319,861.68	50,539,786.96	9.4%
1190 Federal	234,070.00	172,049.75	142,781.39	25,522.31	36,497.94	84.4%
1192 Summer Program	0.00	127,022.01	182.75	0.00	-127,022.01	100.0%
1200 Special	17,403,359.00	545.30	41.41	58.93	17,402,754.77	.0%
1211 LifeSkillsSupp	374,777.00	242,190.59	159,663.13	323.00	132,263.41	64.7%
1221 Deaf/Hearing	204,543.00	33,000.60	16,500.30	0.00	171,542.40	16.1%
1224 Blind/Visually	116,702.00	26,145.32	13,528.17	0.00	90,556.68	22.4%
1225 SpeechLang	709,592.00	139,507.35	80,856.48	0.00	570,084.65	19.7%
1231 EmtSupp	698,423.00	351,282.59	232,068.54	4,311.48	342,828.93	50.9%
1233 AutisticSupp	823,212.00	144,761.35	74,919.75	0.00	678,450.65	17.6%
1241 LearningSupp	159,428.00	1,204,101.41	868,480.30	502.71	-1,045,176.12	755.6%
1243 GiftedSupp	7,700.00	34,746.23	32,224.79	750.00	-27,796.23	461.0%
1260 PhysicalSupp	248,761.00	40,022.02	20,011.01	0.00	208,738.98	16.1%
1270 Handicap	422,388.00	132,002.42	34,053.82	74.95	290,310.63	31.3%
1281 UNDEFINED	3,000.00	0.00	0.00	0.00	3,000.00	.0%
1290 OSpecProg	2,160,000.00	200,418.07	197,874.16	0.00	1,959,581.93	9.3%
1300 VocationalEd	935,769.00	0.00	0.00	0.00	935,769.00	.0%
1360 BusinessEd	17,346.00	74,190.81	68,419.31	957.00	-57,801.81	433.2%
1390 OthVoEdProg	1,882,758.00	611,084.00	152,771.00	1,222,171.00	49,503.00	97.4%
1400 OtherInstructionProg	1,540,854.00	0.00	0.00	0.00	1,540,854.00	.0%

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East Stroudsburg Area SD, PA
EXPENDITURE DETAIL

SEPTEMBER 2017



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FOR 2018 03

JOURNAL DETAIL 2018 1 TO 2018 3

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
1410 Drivers'Ed	4,800.00	23,118.77	21,312.74	1,248.00	-19,566.77	507.6%
1420 SummerProg	6,000.00	14,514.01	0.00	0.00	-8,514.01	241.9%
1430 Homebound Instruction	0.00	2,152.13	857.34	0.00	-2,152.13	100.0%
1441 Adjudicated Court Place	125,000.00	0.00	0.00	0.00	125,000.00	.0%
1442 Alt Edu Program	915,000.00	0.00	0.00	0.00	915,000.00	.0%
1500 Nonpublic School Prog	20,000.00	0.00	0.00	0.00	20,000.00	.0%
1800 Pre-Kindergarten	19,298.00	0.00	0.00	0.00	19,298.00	.0%
1801 Pre-K Instruction	1,500.00	30,561.66	14,128.83	6,029.43	-35,091.09	2439.4%
1802 Pre-K Non-Instruction	0.00	250.03	250.03	0.00	-250.03	100.0%
1806 Pre-KProfDev	0.00	3,309.68	3,309.68	0.00	-3,309.68	100.0%
2100 Support Serv-Pupil Pers	3,980,413.00	0.00	0.00	0.00	3,980,413.00	.0%
2111 Dir of Pupil Svc	0.00	74,712.59	27,726.54	0.00	-74,712.59	100.0%
2119 SpvStuServOther	248,572.00	54,685.06	23,390.71	2,852.44	191,034.50	23.1%
2120 Guidance	22,933.37	533,209.99	314,280.04	1,292.90	-511,569.52	2330.7%
2144 Psychotherapy Service	792,079.00	63,894.78	63,894.78	0.00	728,184.22	8.1%
2170 Student Acct Services	3,025.00	94,506.06	39,022.81	475.00	-91,956.06	3139.9%
2190 Oth Pupil Per	62,500.00	21,254.29	14,020.43	0.00	41,245.71	34.0%
2200 SupportSvcInstru	1,991,010.00	0.00	0.00	0.00	1,991,010.00	.0%
2220 ItecSvc	500.00	0.00	0.00	236.37	263.63	47.3%
2250 Library	179,815.16	145,062.49	96,791.14	59,767.90	-25,015.23	113.9%
2260 Instr&CurrDev	21,600.00	146,414.89	74,216.03	726.57	-125,541.46	681.2%
2271 StaffDevCert	215,056.00	28,503.77	8,077.45	4,365.00	182,187.23	15.3%

09/26/2017 15:24
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East Stroudsburg Area SD, PA
EXPENDITURE DETAIL

SEPTEMBER 2017



P 3
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FOR 2018 03

JOURNAL DETAIL 2018 1 TO 2018 3

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
2280 NonPublicSuppService	700.00	0.00	0.00	0.00	700.00	.0%
2290 OthInstrStaffSvc			538.40	0.00	4,462.08	21.7%
2300 Support Services-Admin	5,700.00	1,237.92				
2310 BoardSvc	6,377,446.00	0.00	0.00	0.00	6,377,446.00	.0%
2330 TaxAssess&Collect	144,442.00	78,540.12	1,471.49	7,934.42	57,967.46	59.9%
2350 Legal Services	121,600.00	55,018.17	8,724.66	0.00	66,581.83	45.2%
2360 Office Superintendent	180,000.00	19,619.77	19,619.77	10,741.25	149,638.98	16.9%
2380 Principal	32,000.00	160,462.66	64,132.65	4,744.35	-133,207.01	516.3%
2390 Other Admin Svs	179,153.45	893,554.55	383,668.56	17,735.85	-732,136.95	508.7%
2400 Supp Svc-Public Health	34,300.00	2,689.50	520.00	2,446.00	29,164.50	15.0%
2420 MedicalSvs	2,183,291.00	0.00	0.00	0.00	2,183,291.00	.0%
2430 DentalSvs	42,750.00	181,100.36	121,930.60	39,909.56	-178,259.92	517.0%
2450 NonpubHlthSvs	4,000.00	17,036.68	13,971.27	1,239.34	-14,276.02	456.9%
2490 Other Health Service	600.00	7,641.09	7,208.96	181.60	-7,222.69	1303.8%
2500 SuppSvs-Business	0.00	33,423.12	12,708.01	0.00	-33,423.12	100.0%
2511 Supervisor Of Fiscal	1,157,815.00	0.00	0.00	0.00	1,157,815.00	.0%
2514 Payroll Services	0.00	42,967.92	16,841.24	0.00	-42,967.92	100.0%
2515 Financial Acct Service	0.00	49,861.33	19,163.16	0.00	-49,861.33	100.0%
2600 Oper & Maintenance	111,550.00	195,111.52	73,816.14	1,457.63	-85,019.15	176.2%
2611 Supervision-Op/Maint	9,734,560.00	0.00	0.00	0.00	9,734,560.00	.0%
2620 OperBldg	3,832,070.72	28,646.17	11,131.86	0.00	-28,646.17	100.0%
2630 Grounds	195,830.00	2,259,401.17	837,750.00	462,114.86	1,110,554.69	71.0%
		0.00	0.00	0.00	195,830.00	.0%



09/26/2017 15:24
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East Stroudsburg Area SD, PA
EXPENDITURE DETAIL

SEPTEMBER 2017

FOR 2018 03

JOURNAL DETAIL 2018 1 TO 2018 3

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
2660 Security	115,594.00	303,239.78	158,372.89	9,648.00	-197,293.78	270.7%
2700 Student Transp Services	6,827,043.00	0.00	0.00	0.00	6,827,043.00	.0%
2711 Adm-Trans -Head	0.00	28,629.62	11,125.24	0.00	-28,629.62	100.0%
2719 Spv-Trans -Other	0.00	79,536.11	36,539.34	0.00	-79,536.11	100.0%
2720 Vehicle Operation Svc	6,383,452.00	5,167,747.57	1,060,526.77	-3,366,143.04	4,581,847.47	28.2%
2740 VehicleSvc&Maint	35,100.00	75,396.02	31,504.39	1,721.10	-42,017.12	219.7%
2750 Nonpublic Trans	0.00	38,641.00	17,531.54	0.00	-38,641.00	100.0%
2790 Other Student Trans	5,000.00	0.00	0.00	0.00	5,000.00	.0%
2800 Support Svc-Central	2,204,583.00	0.00	0.00	0.00	2,204,583.00	.0%
2831 SPV of Staff Services HR	0.00	36,953.72	14,450.26	0.00	-36,953.72	100.0%
2833 StaffAccServ	24,700.00	75,712.84	22,018.12	892.74	-51,905.58	310.1%
2834 SDevNonInstCert	42,898.00	418.09	0.00	1,380.00	41,099.91	4.2%
2836 SDevNINonCert	20,100.00	4,300.00	0.00	2,627.70	13,172.30	34.5%
2840 DataProcess	318,639.00	202,856.78	0.00	15,106.94	100,675.28	68.4%
2841 Supervisor Itec	0.00	34,615.01	13,516.12	0.00	-34,615.01	100.0%
2844 OperationSvcs	2,520,166.25	1,112,251.05	124,318.80	-696,735.43	2,104,650.63	16.5%
2850 Liaison Svcs	4,800.00	18,487.68	17,031.17	0.00	-13,687.68	385.2%
2910 UNDEFINED	45,000.00	0.00	0.00	0.00	45,000.00	.0%
3200 Student Activities	1,792,707.00	0.00	0.00	0.00	1,792,707.00	.0%
3210 StudentActivity	128,569.00	62,908.66	16,636.18	11,456.11	54,204.23	57.8%
3250 Athletics	629,695.00	153,501.87	72,185.48	47,120.77	429,072.36	31.9%
3300 CommServices	99,904.00	0.00	0.00	0.00	99,904.00	.0%

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
3310 CommRecreation	82,225.00	29,163.52	20,835.52	17,232.30	35,829.18	56.4%
5110 Debt Service	17,535,700.81	7,294,982.77	282,598.30	-1,011,999.36	11,252,717.40	35.8%
5130 Refund Prior Yr Rev	550,000.00	379,519.14	64,500.12	0.00	170,480.86	69.0%
5800 Suspense Account	0.00	1,134,910.77	-1,666,413.50	1,152.11	-1,136,062.88	100.0%
5900 Budgetary Reserve	350,000.00	0.00	0.00	0.00	350,000.00	.0%
TOTAL General Fund	156,360,840.43	29,925,028.10	9,043,396.06	-2,766,508.53	129,202,320.86	17.4%
GRAND TOTAL	156,360,840.43	29,925,028.10	9,043,396.06	-2,766,508.53	129,202,320.86	17.4%

** END OF REPORT - Generated by Thomas McIntyre **

Sequence 1	Field #	Total	Page Break	Year/Period: 2018/ 3
Sequence 2	1	Y	N	Print revenue as credit: Y
Sequence 3	2	Y	N	Print totals only: Y
Sequence 4	0	N	N	Suppress zero bal accts: Y
	0	N	N	Print full GL account: N

Report title:
EXPENDITURE DETAIL
SEPTEMBER 2017

Print Full or Short description: F
Print MID Version: Y
Print Revenues-Version headings: N
Format type: 1
Print revenue budgets as zero: N
Include Fund Balance: N
Include requisition amount: Y
Multiyear view: D
Amounts/totals exceed 999 million dollars: Y

Carry forward code: 2
Print journal detail: Y
From Yr/Per: 2018/ 1
To Yr/Per: 2018/ 3
Include budget entries: Y
Incl encumb/liq entries: Y
Sort by JE # or PO #: J
Detail format option: 1

Find Criteria
Field Name Field Value

Fund 10
Function
Object
Fund Source
Instruct Org
Oper Unit
Subj Matter
Job Class
Spec Cost Ct
Character code
Account type Expense
Account status
Rollup Code

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - i. JTL/LIS Masonry – D’Huy Engineering
Invoice #46619-\$22,440.21



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

INVOICE

No. 46619
08/31/2017

East Stroudsburg Area School District

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

J. T. Lambert Intermediate School Masonry Investigation

287005

For Services Rendered From July 29, 2017 To August 25, 2017

01 - Field Surveys & Probes

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

02 - Analysis & Report

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

03 - Natatorium at High School North

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

04 - Design & Bidding for Masonry Repairs

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

05 - Construction Services for Masonry Repairs

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$40,615.03
Current Billings Against Maximum	\$22,440.21
Balance After This Invoice:	\$8,944.76

Professional Services

	Task	Hours	Rate	Amount
Administrative	Meeting Minutes Preparation	1.25	50.00	\$62.50
Administrative	Letter Preparation	.25	50.00	\$12.50
Engineer in Training	Drawing Review	10.25	85.00	\$871.25
Engineer in Training	Meeting Minutes Preparation	3.25	85.00	\$276.25
Engineer in Training	Sample Review	.50	85.00	\$42.50

Project 287005 J. T. Lambert Intermediate School Masonry Investigation

Invoice 46619

Engineer in Training	Report Preparation	10.00	85.00	\$850.00
Engineer in Training	Site Meetings	10.00	85.00	\$850.00
Engineer in Training	Administrative	5.00	85.00	\$425.00
Engineer in Training	Computer Aided Drafting	6.00	85.00	\$510.00
Engineer in Training	Resident Engineer	91.00	85.00	\$7,735.00
Principal Engineer	Meeting Minutes Preparation	3.50	180.00	\$630.00
Principal Engineer	Submittal Review	1.00	180.00	\$180.00
Principal Engineer	Engineering Analysis	5.00	180.00	\$900.00
Principal Engineer	Site Visit	19.25	180.00	\$3,465.00
Principal Engineer	Project Administration	2.00	180.00	\$360.00
Principal Engineer	Design & Sketch Concepts	1.50	180.00	\$270.00
Principal Engineer	Letter Preparation	2.00	180.00	\$360.00
Principal Engineer	Document Review	3.75	180.00	\$675.00
Principal Engineer	Teleconference	3.25	180.00	\$585.00
Principal Engineer	Meetings with Client	3.50	180.00	\$630.00
Senior Draftsman	Computer Aided Drafting	3.50	85.00	\$297.50
Senior Project Manager	Project Administration	12.00	130.00	\$1,560.00

Total Professional Services for 05

\$21,547.50

Reimbursables

	Unit Rate	Qty	Markup	Amount
In-house photocopies	0.00	31.00	.20	\$6.20
Mileage	0.54	1,656.90	1.00	\$886.51

Total Reimbursables for 05

\$892.71

Total Charges for 05

\$22,440.21**INVOICE TOTAL \$22,440.21**

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
46444	7/31/2017	\$25,059.83	\$0.00	\$0.00	\$0.00	\$25,059.83
Total Prior Billing		\$25,059.83	\$0.00	\$0.00	\$0.00	\$25,059.83

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - ii. JTL/LIS Masonry – Jones Pay App #4 -
\$238, 442.49

Attachment VI C.1

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

AIA DOCUMENT G702
PROJECT: J T Lambert Intermediate School Masonry Repairs
APPLICATION NO.: 4
Page one of 2 Pages
Distribution to:
OWNER
X ARCHITECT
CONTRACTOR

PERIOD TO: 9/20/17
PROJECT NO: 287005
CONTRACT DATE:

FROM CONTRACTOR:
Jones Masonry Restoration Corporation

CONTRACT FOR:
East Stroudsburg Area School District

VIA ARCHITECT:
D'Huy Engineering, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract,
Continuation Sheet, AIA Document G703, is attached.

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

1. Original Contract Sum \$ 1,548,000.00
2. Net change by Change Orders \$ 0.00
3. Contract Sum to Date (line 1 + 2) \$ 1,548,000.00
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703) \$ 1,451,570.00
5. RETAINAGE:
a. 10% of Completed Work \$ 145,157.00
b. 0 % of Stored Material \$ 0
(Column F on G703)
Total Retainage (lines 5a + 5b or total in Column 1 of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 1,306,413.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,067,970.51
8. CURRENT PAYMENT DUE \$ 238,442.49
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 241,587.00

CONTRACTOR: Jones Masonry Restoration Corporation
By: _____ Date: _____
State of: PA
County of: Dauphin
Subscribed and sworn to before me this _____ day of _____ 2017
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 238,442.49

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

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

ARCHITECT: Paul C. C.

BY: _____ Date: 10/4/17

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

CONTINUATION SHEET

APPLICATION NO. 4
PERIOD ENDING 09/20/17
Architect's No.

Project No.	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETE	% COMPLETED	BALANCE TO FINISH	RETAINAGE
	1	Mobilization	142,500.00	142,500.00			142,500.00	100%	0.00	14,250.00
	2	Submittals	28,500.00	28,500.00			28,500.00	100%	0.00	2,850.00
	3	Bond	46,440.00	46,440.00			46,440.00	100%	0.00	4,644.00
	4	JT Lambert								
	5	Masonry Cleaning	60,000.00	30,000.00	15,000.00		45,000.00	75%	15,000.00	4,500.00
	6	Masonry Veneer Replacement	292,310.00	204,617.00	87,693.00		292,310.00	100%	0.00	29,231.00
	7	Caulking	72,000.00	64,800.00	7,200.00		72,000.00	100%	0.00	7,200.00
	8	Window Head Repair	150,000.00	135,000.00	15,000.00		150,000.00	100%	0.00	15,000.00
	9	Site Walls Reconstruction	375,000.00	243,750.00	93,750.00		337,500.00	90%	37,500.00	33,750.00
	10	Steel	80,000.00	72,000.00	4,000.00		76,000.00	95%	4,000.00	7,600.00
	11	Metal Coping	15,000.00	12,000.00	3,000.00		15,000.00	100%	0.00	1,500.00
	12	Landscaping	10,000.00	5,000.00	5,000.00		10,000.00	100%	0.00	1,000.00
	13	Lintel Replacement	5,000.00	4,000.00	1,000.00		5,000.00	100%	0.00	500.00
	14	Alternate#1	18,000.00	18,000.00			18,000.00	100%	0.00	1,800.00
	15	Allowance	105,400.00	61,826.90	22,493.10		84,320.00	80%	21,080.00	8,432.00
	16	North High School								
	17	Masonry Veneer Replacement	80,000.00	76,000.00	4,000.00		80,000.00	100%	0.00	8,000.00
	18	Repointing	40,000.00	38,000.00	2,000.00		40,000.00	100%	0.00	4,000.00
	19	Caulking	3,000.00	1,500.00	1,500.00		3,000.00	100%	0.00	300.00
	20	Masonry Cleaning	3,000.00	2,700.00	300.00		3,000.00	100%	0.00	300.00
	21	Sheet Metal	3,000.00	0.00	3,000.00		3,000.00	100%	0.00	300.00
	22	Close Out Documents	5,000.00	0.00			0.00	0%	5,000.00	0.00
	22	Demobilization	13,850.00	0.00			0.00	0%	13,850.00	0.00
			1,548,000.00	957,226.00	264,936.10		1,451,570.00		96,430.00	145,157.00

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - iii. JTL/LIS Masonry – Allowance
Allocation - \$17, 375.00

Jones Masonry Restoration
6740 Allentown Blvd suite 6
Harrisburg PA 17112
717 233 8323 office
717 2338150 fax
Jmrccorp1@verizon.net

RE: East Stroudsburg Area School District – East Stroudsburg Senior High School North

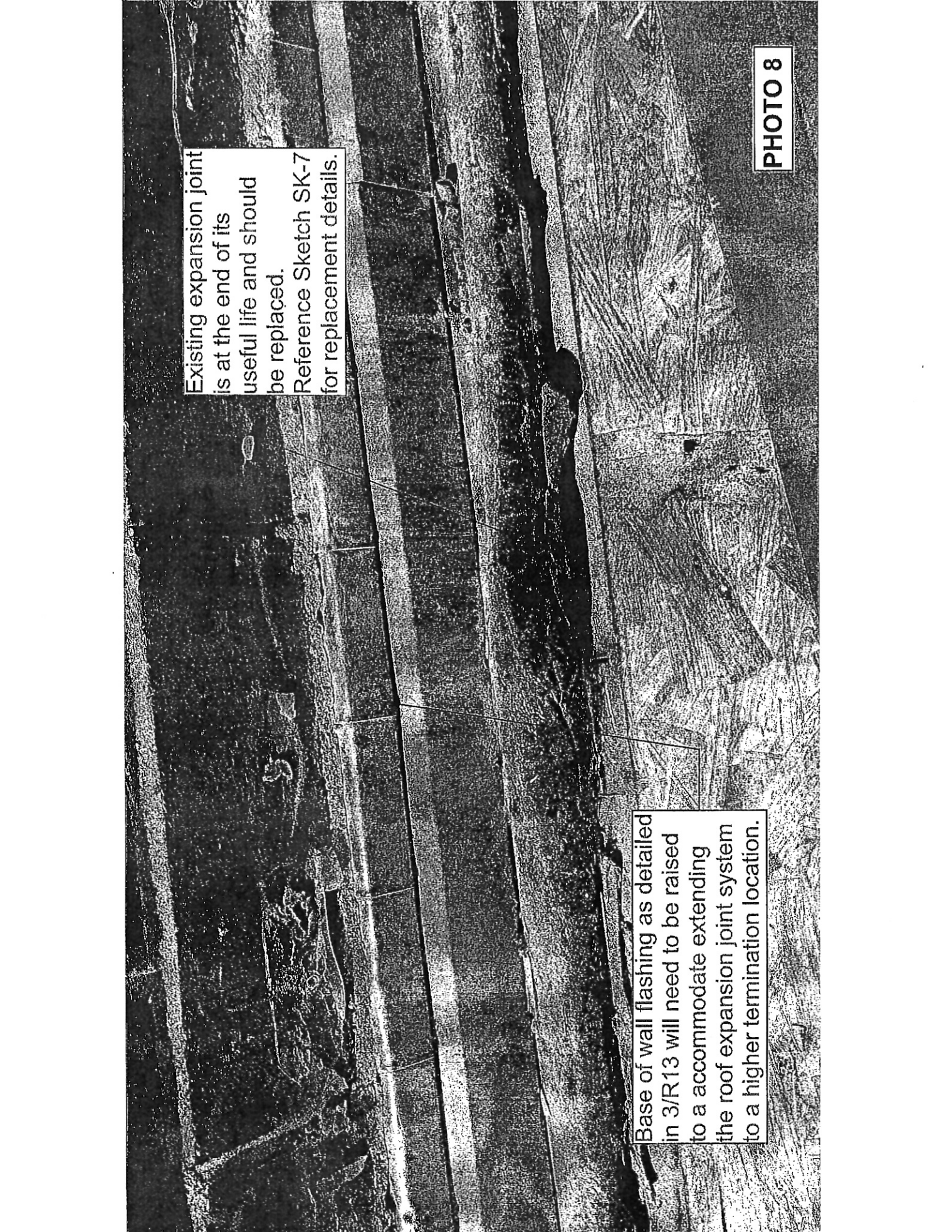
Allowance Adjustment

Install approximately 130 ft. of expansion joint in accordance to drawings SK-7. The process will include preparation of the existing roof surface by removing slag stone from the wall approximately two feet onto the roof surface. Existing built-up roof and insulation will be removed and disposed down to decking to allow for installation of wood block. New 2X wood blocking will be installed as required to match the existing roof height and drawing SK-7. Fibered wood cant strip will be installed, a layer of Garland TriBase premium, and Garland Versi-Ply Mineral will each be set in a layer of Garland flashing bond cold adhesive. The tie-in of new materials to the existing roof system will consists of a layer of mastic, 4" Garmesh fabric, mastic, 6" Garmesh fabric, and a layer of mastic as recommended by the manufacture. R-11 un-faced bat insulation will be installed between the wood blocking and brick wall. New 24 gauge stainless steel will shop fabricated according to the drawings and installed using the appropriate fasteners ever 12" on center.

Cost \$19,375.00

To follow is the alternate cost to install Tamko Organic base, Tamko Awaplan Cap, and Henry flashing bond cold adhesives/mastics in lieu of the Garland products listed above.

Deduct \$2,000.00



Existing expansion joint
is at the end of its
useful life and should
be replaced.
Reference Sketch SK-7
for replacement details.

Base of wall flashing as detailed
in 3/R13 will need to be raised
to a accommodate extending
the roof expansion joint system
to a higher termination location.

PHOTO 8

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - iv. Lawnmower Replacement Quote –
Hilltop – \$11,015.44



HILLTOP SALES & SERVICE, Inc.

158 Falcone Rd. Bangor, PA 18013 610-588-4088 Fax 610-599-1098

LAWN & GROUNDS CARE EQUIPMENT, RECREATIONAL MACHINES & ACCESSORIES

for over
40 years

Invoice No: 0

Date: 9/23/2017

Cust P.O:

Cust ID: EAST S321

Salesperson: Brian

Terms: Quotation

Page No: 1

Copy No: 1

Tele: 570-656-4284 DARYL

WEBSITE:

www.hilltopsales.com

QUOTATION

EMAIL:

hilltops@optx.net

SOLD TO:

East Stroudsburg School S
Accounts Payable
50 Vine St
E. Stroudsburg, PA 18301

SHIP TO:

76-45200-9 12/16

690 HC12

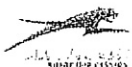
DINGMANS FERRY PA, 18328

Quan	Part	Description	Mfg Bin	Tax	Each	Extended
1	MIA10762	Gasoline Engine	JD	N	3,837.71	3,837.71
2	ZZLAB	LABOR BY THE HOUR	L1 VIRTUAL	N	85.00	170.00
3	ZZ10W30	Qt. Turf-Gard SAE 10W30	SA SHOP	N	5.00	15.00
Total						4,022.71

Visit Us on the Web @ www.HILLTOPSALES.com

TERMS: A finance charge of 1-1/2% per month (18% Annually) will be added after 30 days. We are not liable for machines or merchandise held over 30 days. No returns after 14 days. All special order returns will be subject to a 15% re-stocking fee.

Signature : _____



HONDA
POWER EQUIPMENT

STIHL

WOODS

**JOHN DEERE**

Selling Equipment

Quote Id: 16126913

Customer Name: EAST STROUDSBURG SCHOOL DISTRI

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Hilltop Sales & Service, Inc.
158 Falcone Rd
Bangor, PA 180139290
610-588-4088
hilltops@epix.net

JOHN DEERE Z950R Commercial ZTrak

Contract: PA State Pwr Equip 4400011369 (PG 61)

Price Effective Date: September 26, 2017

Suggested List *

\$ 14,494.00

Selling Price *

\$ 11,015.44

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2192TC	Z950R Commercial ZTrak	1	\$ 13,129.00	24.00	\$ 3,150.96	\$ 9,978.04	\$ 9,978.04
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1505	60 In. Mulch On Demand Mower Deck	1	\$ 870.00	24.00	\$ 208.80	\$ 661.20	\$ 661.20
2002	Fully Adjustable Suspension Seat with Armrests	1	\$ 495.00	24.00	\$ 118.80	\$ 376.20	\$ 376.20
Standard Options Total			\$ 1,365.00		\$ 327.60	\$ 1,037.40	\$ 1,037.40
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 11,015.44
Total Selling Price			\$ 14,494.00		\$ 3,478.56	\$ 11,015.44	\$ 11,015.44



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hilltop Sales & Service, Inc.
158 Falcone Rd
Bangor, PA 180139290
610-588-4088
hilltops@epix.net

Quote Summary

Prepared For:

East Stroudsburg School Distri
Thomas Hendel
50 Vine St
East Stroudsburg, PA 18301
Business: 570-424-8500
Mobile: 570-872-0162
thomas-hendel@esasd.net

Delivering Dealer:

Hilltop Sales & Service, Inc.
Michael Labarre
158 Falcone Rd
Bangor, PA 180139290
Phone: 610-588-4088
hilltopsales2@frontier.com

Quote ID: 16126913

Created On: 26 September 2017

Last Modified On: 26 September 2017

Expiration Date: 26 October 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z950R Commercial ZTrak	\$ 14,494.00	\$ 11,015.44 X	1 =	\$ 11,015.44

Contract: PA State Pwr Equip 4400011369 (PG 61)

Price Effective Date: September 26, 2017

Equipment Total **\$ 11,015.44**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,015.44
Trade In	
SubTotal	\$ 11,015.44
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 11,015.44
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,015.44

Salesperson : X _____

Accepted By : X _____

Confidential

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - v. LIS Stormwater Investigation Proposal –
Master Locaters – \$4,000.00

July 21st, 2017

D'Huy Engineering, Inc.
Attn: Josh Grice
One East Broad Street
Suite 310
Bethlehem, Pennsylvania 18018

PROPOSAL - ML-072017-3000

We are pleased to provide a proposal for geophysical services to be performed for the Lehman Intermediate School / North High School project in Dingmans Ferry, PA.

SCOPE OF WORK

Project Location: 279 Timberwolf Drive, Dingmans Ferry, PA

The purpose of this CCTV investigation is to provide an existing conditions assessment of approximately 3,000 linear feet of plastic corrugated pipe approximately 24 inches in diameter.

Expected runs from structure to structure will be approx. 200 ft. on average.

ESTIMATED TIME TO COMPLETE FIELDWORK

2 days

An increase or decrease in the final scope of work provided may change the estimated time provided in this proposal.

We are committed to accommodating your scheduling needs. To help us meet your needs, while achieving the highest level of quality and service, we respectfully request one week's notice prior to mobilizing.

ADDITIONAL SERVICES AVAILABLE UPON REQUEST

Concrete Imaging | Utility Locating/GPR | Vacuum Excavation (Air-Knife/Hydro) | Leak Detection | 24 Hr Service

DELIVERABLES

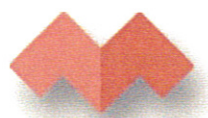
The following deliverables are included in the pricing provided below:

- Mark out
- Video Log & Copy

ML's standard deliverable for any project is a mark-out. Our technicians will mark-out all locate-able utilities with paint and flags in accordance with standard APWA utility color codes. We are very sensitive to the properties of our customers and our customers' clients and will provide mark-outs which are professional and suitable for your site. We will accommodate any special marking requirements that are communicated at the time the service is requested.

Our technicians can also provide field sketches (not to scale) showing the approximate locations of all utilities field delineated. This must be requested from our technicians on-site.

Customized and detailed reporting options, including, but not limited to; GPS coordinates, CAD drawings, and GPR images are available upon request. If interested, please call your ML representative for a formal quotation. These additional services must be coordinated with our office prior to mobilization.



If video logging and reporting is requested, all video files will be logged and provided to the client electronically in "avi." format.

PRICING

Service Name	Quantity	Unit Price	Total Price
CCTV Crawler Crew - Daily Rate	2	\$1,800.00	\$3,600.00
Video Log & Copy	2	\$200.00	\$400.00

Estimated:	\$4,000.00
------------	------------

The above quoted pricing is based on information provided at time of quotation and includes all equipment, travel, and labor for work performed during normal business hours. Pricing is valid for 30 days. All work will be prorated and invoiced in accordance with following procedures:

STANDARD INVOICING PROCEDURES

Unless stated otherwise, the per diem rate is \$200 per day per person for overnight lodging and meals. A 25% expedite fee will apply to any service requested within 48 hours of call and provided during normal business hours of 7am – 3:30pm, Monday through Friday. A 50% overtime fee will apply to work requested before 7am or after 3:30pm on weekdays and anytime on Saturday, Sunday, and Holidays.

CANCELLATION PROCEDURES

We understand that schedules can change for any number of reasons. We respectfully request at least 24 hours advance notice for cancellations. However, a cancellation fee of \$250 will be assessed for any cancellation that occurs after we mobilize a technician to your project site.

PROCEDURES AND CONDITIONS – CCTV INSPECTION SERVICES

Master Locators provides video pipe inspection services on any accessible pipes, manholes, vaults, or other underground structures. For any video pipe inspection services requested, client must provide adequate access to the pipe or structure. The length of the inspection will be determined by the ability to push a camera through the pipe without obstruction. Master Locators is not responsible for any limitations of inspection caused by debris or obstructions.

All day rates for this service assume the pipe or structure can be accessed and inspected without obstruction unless otherwise noted. When an obstruction is encountered, Master Locators will make an attempt to continue the inspection from the first accessible point opposite the obstruction. The client understands that this may require additional time.

Master Locators can provide pipe cleaning and jetting services to clear pipe obstructions, but these services are not included with inspection day rates unless explicitly quoted as such.

All pipe inspection services will be performed from the ground surface. When the inspection service requires manhole or entry, confined space crews and equipment can be provided for an additional fee.

Inclinometers can be provided to determine slopes of pipes. Slope can only be determined structure to structure from one access point to another. Slope of pipes 6" - 8" in diameter can only be provided for straight runs. Slopes of pipes less than 6" in diameter cannot be provided.

Deliverables will include a copy of the inspection if specified by the client at the time of scheduling or requested on-site. Copies of the inspection may not be available after the work is performed.

Master Locators can track the camera head above ground and also mark out the horizontal location of the pipe on the ground with paint if requested by the client. This is also useful to horizontally designate observations made during the inspection such as unknown tie-in locations, blockages, etc. This requires the work of a 2-man crew and must be requested at the time of scheduling.

Any underground utility plans or sketches provided by Master Locators are intended to be used as an aid in design and construction. Master Locators is not responsible for any damages to a utility as a result of the use of any plans or sketches during excavation or construction regardless of any errors associated with the plans or sketches. Any excavation or construction areas must be scanned and physically marked-out by Master Locators prior to the start of work.

CONDITIONS

ML will always stand behind its work and seeks to achieve quality through the uniformity and predictability of the services we provide. In the event that damage occurs or there is an issue with our mark-out, ML requests notification within 24 hours. We will send a representative to the site within 24 hours of notice to review the damage and investigate root cause. ML does not take responsibility for damage to utilities that are not locate-able using geophysical methods or which are the result of the limiting factors as described above.

Thank you for the opportunity to quote this project. We look forward to working with you.

Sincerely,

Kevin Sareyka
Business Development Manager

Contracted By: D'Huy Engineering, Inc.

We accept these conditions and operating procedures as stated in this letter. Any PO or contracts issued to ML, Inc. for the performance of services constitutes acceptance of these procedures and conditions. Penalty if payment is not made within 30 days is 2% for each month or portion of month overdue.

Company Name: _____

Print Name/Title: _____

Sign: _____

Date: _____ Client Purchase Order Number: _____

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - vi. Energy Savings Project – Trane Power Meter Proposal – \$35,958.00

September 29, 2017

Mr. Jeff Bader
East Stroudsburg Area School District
Carl T Secor Administration Building
50 Vine Street
East Stroudsburg, PA 18301

Project: ESASD Northsite Energy Metering
Project No: 2362530

The following proposal for the addition of power meters in the North High School, Lehman Intermediate School and Bushkill Elementary School.

The scope is as follows: Provide and install Energy Meters at (4) Switchgear Locations:

High School North / Lehman Intermediate:

- Electrical Room by Training Area "Section A" (*Switch Gear #1*)
 - ✓ Install 13" Enclosure in electrical room with 120v power & 24v transformer
 - ✓ Install Energy Meter in enclosure and mount and wire (3) Coil CTs on 480VAC incoming power
 - ✓ Install Tracer SC in enclosure, including battery backup (*data drop by others*)
 - ✓ Wire BACnet MS/TP link from tracer SC to Energy Meter
- Electrical Room Middle of Building "Section D" (*Switch Gear #2*)
 - ✓ Install 13" Enclosure in electrical room with 120v power & 24v transformer
 - ✓ Install Energy Meter in enclosure and mount and wire (3) Coil CTs on 480VAC incoming power
 - ✓ Install Tracer SC in enclosure, including battery backup (*data drop by others*)
 - ✓ Wire BACnet MS/TP link from tracer SC to Energy Meter
- Mechanical Room: (*Switch Gear #3*)
 - ✓ Install 13" Enclosure in electrical room with 120v power & 24v transformer
 - ✓ Install Energy Meter in enclosure and mount and wire (3) Coil CTs on 480VAC incoming power
 - ✓ Install Tracer SC in enclosure, including battery backup (*data drop by others*)
 - ✓ Wire BACnet MS/TP link from tracer SC to Energy Meter

Bushkill Elementary:

- Electrical Room (*Switch Gear #1*)
 - ✓ Install 13" Enclosure in electrical room with 120v power & 24v transformer
 - ✓ Install Energy Meter in enclosure and mount and wire (3) Coil CTs on 480VAC incoming power
 - ✓ Install Tracer SC in enclosure, including battery backup (*data drop by others*)
 - ✓ Wire BACnet MS/TP link from tracer SC to Energy Meter

Project Services Included:

- Project Management
- Engineered control drawings
- Low voltage wire installation
- Wire installation method to be open (plenum-rated cable) in concealed, accessible locations (e.g. above drop ceilings) with conduit in mechanical/electrical rooms.

Clarifications:

- ESASD to provide: Ethernet drops with static IP addresses at each new panel location
- Work to be performed on unpowered switchgear – partial building shut-down required
- All labor is based upon normal working hours Monday through Friday, 7:00am to 3:30pm, excluding holidays (unless otherwise noted).

Total Investment***\$35,958***

Sincerely,

John Linn

Trane Comprehensive Solutions

Keith Dougherty

Trane Building Automation

Exclusions:

- Front-end Workstation
- Mechanical start-up
- Performance and maintenance bonding
- Permits and inspection fees
- Repair of existing components or equipment
- Costs associated with any coordination of other building services associated with power shutdown

*This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions***CUSTOMER ACCEPTANCE**

East Stroudsburg Area School District

Authorized Representative

Printed Name

Title

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete

any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR

PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

V. ITEMS FOR DISCUSSION

- i. Property & Facilities Items
 - vii. JMH Dumpster Pad – Northeast
Masonry – \$3,280.00



Northeast Masonry
316 Warner Road
Tannersville, PA 18372
(570) 420 -1580 Phone
(570) 420 - 0903 Fax

CONTRACT AGREEMENT
Date: September 21, 2017

PROPOSAL SUBMITTED TO:
c/o Curtis Beam
East Stroudsburg School District
(570)-807-6214
Curtis-Beam@esasd.net

WORK TO BE PERFORMED AT:
J M Hill Elementary School
151 East Broad Street
East Stroudsburg, PA 18301

DUMPSTER PAD

Jack out and remove existing concrete dumpster pad.
Excavate for new pad 8' x 16' x 6" thick.
Place 4" of 2B stone under slab compacted.

CONTRACT PRICE: \$ 3,280.00

Payment schedule: Progress payments as work is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. No winter concrete or additives included. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor. Price is good for (30) thirty days.

Owner

Contractor

Phone: 570-420-1580 • Fax: 570-420-0903
316 Warner Road • Tannersville, PA 18372
Email: nemllc@ptd.net • www.northeastmasonrybrickandblock.com

V. ITEMS FOR DISCUSSION:

- j. All Around Sports Rebate Agreements

Contract Agreement



5440 W. Franklin Rd., Suite 207
Boise, Idaho 83705
Phone: 208.319.7112
Fax: 208.319.0522
www.teamallaround.com
poster@teamallaround.com

School Information	
School	East Stroudsburg High School - North
Street Address	279 Timberwolf Dr.
City, State, ZIP	Dingmans Ferry, PA 18328
Phone	570-588-4420
Mascot	Timberwolves
School Colors (Be Specific)	
Website	
District	

Authorizer Information	
Name	Charles Dailey
Title(s)	Athletic Director
Email	charles_dailey@esasd.net
Direct Phone	
Fax	
Alternate Email	
Alternate Contact	

Contract Terms	
Rebate Agreement	15%
Beginning Season/Year	Winter 2017
Ending Season/Year	Fall 2020
Poster Frequency (Yearly/Seasonally/Etc.)	Seasonally
T-Shirt Frequency (Yearly/Seasonally/Etc.)	Seasonally

Package Amounts	
Standard Package	School's Preference (If Less than Standard Amounts)
250 Large Posters	
150 Personal Posters	
250 Pocket Schedules	
100 T-Shirts	

Products	Product(s) Requested
Posters/Pockets	<input checked="" type="checkbox"/>
T-Shirts	<input checked="" type="checkbox"/>
Water Bottles	<input checked="" type="checkbox"/>
Banners	<input checked="" type="checkbox"/>
Magnets	<input checked="" type="checkbox"/>

Schedule Details			
Fall Sports		Start Date	
Winter Sports		Start Date	
Spring Sports		Start Date	

- All Around Sports has the exclusive rights to publish the products for the seasons and years indicated above. These products will be produced at NO COST to the above named school.
- All Around Sports will obtain sponsorships to be published on the product(s) indicated above.
- All Around Sports will issue payment to the above named school in the amount agreed upon from poster sponsors that payment has been received from. Posters must reach a minimum of 25 advertisers on the poster to receive the guaranteed amount.
- This contract cannot be canceled by the above named school until said contract is completed.
- The above named school further agrees to furnish the sports schedules 4-6 weeks prior to each season in order properly schedule the production of the school's products. Once schedules are proofed and approved by the Authorizer, please allow at least two weeks for production and shipping.
- The authorizer assumes responsibility for the distribution of products throughout the community and school.
- This contract becomes binding upon being signed by the school's authorized representative.
- All Around Sports reserves the right to produce any of the products listed above, regardless if the product has been requested.
- All Around Sports reserves the right to cancel this contract at any time if it concludes that community support is not sufficient to allow for success of the project.

All Around Sports Acceptance

All Around Sports Representative Signature

Printed Name

Date

School Acceptance

School Authorized Representative Signature

Printed Name

Date

All AROUND SPORTS Agrees to Proof the poster to the School for final Approval before we Print!

Contract Agreement



5440 W. Franklin Rd., Suite 207
Boise, Idaho 83705
Phone: 208.319.7112
Fax: 208.319.0522
www.teamallaround.com
poster@teamallaround.com

School Information	
School	East Stroudsburg High School
Street Address	279 N. Courtland St.
City, State, ZIP	East Stroudsburg, PA 18301
Phone	570-424-8500
Mascot	Cavaliers
School Colors (Be Specific)	Purple/White
Website	
District	

Authorizer Information	
Name	Denise Rogers
Title(s)	Athletic Director
Email	denise-rogers@esasd.net
Direct Phone	
Fax	
Alternate Email	
Alternate Contact	

Contract Terms	
Rebate Agreement	15%
Beginning Season/Year	Winter 2017
Ending Season/Year	Fall 2018
Poster Frequency (Yearly/Seasonally/Etc.)	Seasonally
T-Shirt Frequency (Yearly/Seasonally/Etc.)	Seasonally

Package Amounts	
Standard Package	School's Preference (If Less than Standard Amounts)
250 Large Posters	
150 Personal Posters	
250 Pocket Schedules	
100 T-Shirts	

Products	Product(s) Requested
Posters/Pockets	<input checked="" type="checkbox"/>
T-Shirts	<input checked="" type="checkbox"/>
Water Bottles	<input checked="" type="checkbox"/>
Banners	<input checked="" type="checkbox"/>
Magnets	<input checked="" type="checkbox"/>

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All Around Sports Acceptance

All Around Sports Representative Signature

Printed Name

Date

School Acceptance

School Authorized Representative Signature

Printed Name

Date

ALL Around Sports Agree to Proof the Poster to the school for final Approval before we Print!