

Agenda – Committee of the Whole
Penn Manor School District
Monday, March 7, 2016
Manor Middle School – Board Room

EXECUTIVE SESSION

5:30	Personnel: Evaluation of the Superintendent (Review of 360 Data)
6:30	Personnel: Review of Voting Item #4D
6:35	Student Matter: Special Education Due Process Proceeding

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, March 21, 2016 at 7:00 p.m. in the Board Room of the Manor Middle School.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole Meeting for the purpose of discussing personnel and student matters as detailed above on the Committee of the Whole agenda.

ROLL CALL:

APPROVAL OF MINUTES: February 16, 2016
<http://www.pennmanor.net/boardminutes/>

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. **Parameters Resolution for 2016 Bond Issues** - Mrs. Rhonda Lord
(7:15 – 7:30) of Kegel Kelin Almy & Lord, LLP

Explanation: Information will be presented on debt required to complete the Conestoga Elementary Renovation Project. As discussed at previous meetings, a parameters resolution needs to be adopted for the purposes of financing the cost of the renovation project.

Approval for placement on the March 7 School Board Meeting Agenda

Item 2.
(7:30 – 7:45)

Update on ATTOLLA Project – Dr. Gale and Mr. Steffy

Explanation: The pilot ATTOLLA Project concluded on February 24, 2016. Dr. Gale and Mr. Steffy will give a summary of the project outcomes.

Information Only

Item 3.
(7:45 – 8:00)

Special Education Out of District Placements/Costs – Dr. Kreider

Explanation: Dr. Kreider will provide data and information as a continuation of a previous board discussion related to tuition costs.

Information Only

Item 4.
(8:00 - 8:15)

Copier Agreement with Edwards Business Systems – Mr. Reisinger

Explanation: Mr. Reisinger will review new 5 year maintenance and leasing agreements for copy and print services for district buildings.

Approval for Placement on the March 7 School Board Meeting Agenda

Item 5.
(8:15-8:30)

Update on Act 1 and Referendum Exceptions – Mr. Johnston

Explanation: Mr. Johnston will review preliminary information received from PDE on the proposed preliminary budget for 2016-17 and possible referendum exceptions.

Information Only

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

Any individual or group wishing to address the Board of School Directors may do so at each meeting during the agenda item titled Citizen's Comments. At this time the President will ask if any district resident or taxpayer wishes to address the Board of School Directors. If so, the following procedures shall be followed:

- The resident or taxpayer wishing to speak will be recognized by the chair and then state his/her name and address.
- The speaker may choose to speak at that time or request a delay until specific agenda item is before the Board of School Directors for consideration.
- Comments shall be limited to no more than five minutes.
- The chair may limit repetitive comments.
- The right to comment is for the purpose of addressing the Board of School Directors, not for asking questions of the directors or persons employed by the Penn Manor School District.
- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

Agenda – School Board Meeting
Penn Manor School District
Monday, March 7, 2016
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE: Mr. Long

FLAG SALUTE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, March 21, 2016 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole meeting for the purpose of discussing personnel and student matters as detailed on the printed Committee of the Whole agenda.

ROLL CALL:

CITIZEN'S COMMENTS:

APPROVAL OF MINUTES: February 16, 2016
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT'S REPORT:

Item 1. **Review of School Board Meeting Agenda** – Mr. Long

Item 2. **Consent Agenda for the Committee of the Whole Meeting** – The committee is recommending approval of the following: (ROLL CALL)

A. School Board 2016-2017 Meeting Dates (see page 4)

- B. Series of 2016 Bond Financing Resolution for approval of a Bond Issue as presented. The proceeds from the bond issue will be used for the purposes of financing the cost of the renovation at Conestoga Elementary School. (see pages 5-31)
- C. Principles for Effective Governance & Leadership
- D. Shultz Transportation Contract Extension (see page 32)
- E. Copier Maintenance Agreement with Edwards Business Systems for copier maintenance services for the monthly amount of \$6810/month as per the attached documentation (see pages 33-35).
- F. Copier Lease Agreement with De Lage Landen Public Finance LLC for copier equipment for the monthly amount of \$4049/month as per the attached documentation (see pages 36-42).

Item 3. Consent Agenda for Administrative Actions – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. Agricultural Advisory Committee – approval of committee members (see page 43)

Explanation: Chapter 339 on Vocational Education of the Pennsylvania School Code mandates the use of advisory committees. State auditors verify that the local School Board annually approves the composition of the committee.

- B. Disposal of Technology Equipment – (see pages 44-45)

Explanation: The Information Technology Department is recommending disposal of the nonfunctioning and obsolete technology items and materials on the attached list. Sycamore International will remove and recycle technology items at no charge to the district.

- C. Pequea Elementary Project Change Orders - (see pages 46-48)
 - Change Order 2 - Add \$76,733.97 Lobar, Inc (General Construction)
 - Change Order 2 - Add \$3,854.00 Jay R. Reynolds, Inc. (Plumbing)
 - Change Order 2 - Add \$2,003.62 McCarty & Son, Inc. (Electrical)

Explanation: Change Orders occur as part of the Pequea Renovation process. Changes are detailed in the attachments.

Item 4. Consent Agenda for Personnel – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. Employment and Change in Status of the individuals listed per the effective date for the 2015-2016 school year (see page 49).
- B. Retirements of the individuals listed per the effective date.
 - James Yearsley, Guidance Counselor, HS, effective 6/8/16
 - Phyllis Ream, Library Aide, Marticville MS, effective 6/8/16

- C. Resignation of the individuals listed per the effective date.
April Daugherty, Nurse Subsitute, effective 2/22/16
Karen Hoffer, Building Aide Substitute, effective 2/23/16
Amanda Squires, Building Aide Substitute, effective 2/15/16

- D. Leaves to the individuals according to the terms listed:

Professional Employees:

Employee E29 - Family Medical - May 23, 2016 – end of 2015-2016 school year

Employee E30 - Family Medical - February 29, 2016 – May 22, 2016

Child Rearing - May 23, 2016 – end of 2015-2016 school year

Employee E31 - Family Medical - February 24, 2016 – April 19, 2016

Employee E32 - Family Medical - April 4, 2016 – end of 2015-2016 school year

Classified Employees:

Employee E33 - Designated Family Medical - February 17, 2016 – March 17, 2016

- E. Stipends for services related to Food Service Operations.

\$3,000.00 - Chris Johnston

\$1,500.00 - Sherlyn Wolf

Explanation: The stipends are for additional work and responsibilities since the departure of the Food Service Manager in December.

- F. Co-curricular Position Changes.

PMHS Aud Tech Supervisor General - Melissa Mintzer, \$426.66

PMHS Aud Tech Supervisor General - Ben Moore, \$426.66

PMHS Aud Tech Supervisor General - Dakota Jordan, \$426.66

PMHS Aud Tech Supervisor Entertainment PM - Ben Moore, \$330.00

Explanation: Co-curricular positions are approved annually based upon rosters submitted by building principals.

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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- The resident or taxpayer wishing to speak will be recognized by the chair and then state his/her name and address.
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- Comments shall be limited to no more than five minutes.
- The chair may limit repetitive comments.
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**PENN MANOR SCHOOL DISTRICT
SCHOOL BOARD MEETINGS
July 2016 – June 2017**

ALL MEETINGS ARE LOCATED IN THE BOARD ROOM AT
MANOR MIDDLE SCHOOL AND ARE ON MONDAY UNLESS NOTED.

<u>Date</u>	<u>Time</u>
July 18, 2016	7:00 p.m.
August 1, 2016	7:00 p.m.
August 15, 2016	7:00 p.m.
September 6, 2016 (Tuesday)	7:00 p.m.
September 19, 2016	7:00 p.m.
October 3, 2016	7:00 p.m.
October 17, 2016	7:00 p.m.
November 7, 2016	7:00 p.m.
November 21, 2016	7:00 p.m.
December 5, 2016	7:00 p.m.
January 3, 2017 (Tuesday)	7:00 p.m.
January 17, 2017 (Tuesday)	7:00 p.m.
February 6, 2017	7:00 p.m.
February 21, 2017 (Tuesday)	7:00 p.m.
March 6, 2017	7:00 p.m.
March 20, 2017	7:00 p.m.
April 3, 2017	7:00 p.m.
April 18, 2017 (Tuesday)	7:00 p.m.
May 1, 2017	7:00 p.m.
May 15, 2017	7:00 p.m.
June 5, 2017	7:00 p.m.
June 19, 2017	7:00 p.m.

Approved:

**PENN MANOR SCHOOL DISTRICT
LANCASTER COUNTY, PENNSYLVANIA**

RESOLUTION

A RESOLUTION AUTHORIZING THE INCURRENCE OF GENERAL OBLIGATION INDEBTEDNESS PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF CAPITAL PROJECTS OF PENN MANOR SCHOOL DISTRICT, INCLUDING RENOVATIONS AND ADDITIONS TO THE CONESTOGA ELEMENTARY SCHOOL AND OTHER ONGOING OR PROPOSED CAPITAL PROJECTS AS DETERMINED BY THE SCHOOL DISTRICT, AND PAYING THE COSTS AND EXPENSES OF ISSUING THE DEBT; DETERMINING THAT SUCH DEBT WILL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE DEBT BY PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH DEBT, WHEN ISSUED, WILL CONSTITUTE A GENERAL OBLIGATION OF THE SCHOOL DISTRICT; SETTING FORTH THE PARAMETERS AND THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT; CREATING A SINKING FUND IN CONNECTION WITH SUCH DEBT AND AUTHORIZING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO CONTRACT FOR A SINKING FUND DEPOSITORY/PAYING AGENT; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO TAKE APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, INCLUDING WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DESIGNATING THE STATUS OF THE BONDS UNDER SECTION 265 (B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE SCHOOL DISTRICT FROM TAKING ACTION WHICH WOULD AFFECT THE TAX EXEMPT STATUS OF THE BONDS; AND OTHER APPROPRIATE PROVISIONS.

Penn Manor School District (the "School District") is undertaking various capital projects, including renovations and additions to the Conestoga Elementary School, other ongoing or proposed capital projects as determined by the School District and paying capitalized interest (the "Projects"). The estimated completion date of the Projects is July 2017.

The School District has obtained realistic cost estimates through actual bids, option agreements, or professional estimates from registered architects, professional engineers or other persons qualified to make such estimates, and has determined that the costs of the Projects will be in excess of the proceeds of the Bonds authorized hereinafter and allocated to the Projects and any interest to be earned thereon.

The Board of School Directors of the School District (the "School Board") contemplates the authorization, sale, issuance and delivery of general obligation bonds, in the maximum aggregate principal amount of Eleven Million Dollars (\$11,000,000), to be designated the "General Obligation Bonds, Series of 2016" (the "Bonds"), with the proceeds to be applied to the

Projects and to payment of related costs of issuance of the Bonds, in accordance with applicable and appropriate provisions of Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82) (the "Act"). The Bonds may be issued in one or more series of bonds.

The School District has determined that a private sale of the Bonds by negotiation is in the best interest of the School District. The School District has received a proposal (the "Bond Purchase Agreement") for the purchase of the Bonds, containing certain financial parameters for, and conditions to the issuance of the Bonds (the "Bond Parameters"). The Bond Purchase Agreement will be supplemented by an addendum containing the final terms and conditions of the Bonds, consistent with the Bond Parameters.

The School Board desires to accept the Bond Purchase Agreement, to award the sale of the Bonds, to authorize issuance of nonelectoral debt, to take appropriate action and to authorize proper things, all in connection with the Projects, and all in accordance with, and pursuant to, provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of School Directors of Penn Manor School District, Lancaster County, Pennsylvania, as follows:

Section 1. The School Board authorizes and directs the issuance of the Bonds pursuant to this Resolution, in accordance with the Act, and the undertaking of the Projects.

Section 2. The School District will incur indebtedness, pursuant to the Act, in the maximum aggregate principal amount of \$11,000,000 for the purpose of providing funds for the payment of a portion of the costs of the Projects and for the costs and expenses of issuing the Bonds. The Bonds may be issued on one or more series of bonds.

Section 3. The School Board determines and states that the realistic estimated useful life of the Projects to which the proceeds of the Bonds relate is in excess of thirty (30) years.

Section 4. The indebtedness authorized by this Resolution is nonelectoral debt.

Section 5. The School Board has discussed the merits of alternative methods of selling the Bonds and has determined that a private sale of the Bonds by negotiation is in the best interest of the School District.

Section 6. The Bonds are awarded and sold at private sale by negotiation to RBC Capital Markets LLC, Lancaster, Pennsylvania (the "Purchaser"), with the maximum principal amounts for each maturity as set forth in Exhibit "A" and otherwise, at the price and in accordance with the other terms and conditions contained in the Bond Purchase Agreement presented to this meeting, provided however, that the purchase price shall not be less than 95% nor more than 115% of the aggregate amount of the Bonds, plus accrued interest if any, from the date thereof to the date of delivery. A copy of the Bond Purchase Agreement, which is accepted, is attached to this Resolution as Exhibit "B" and will be lodged with the official minutes of this meeting. The terms and conditions of the Bond Purchase Agreement are incorporated herein by reference. Officers of the School Board are authorized and directed to endorse the acceptance of

the School District on the Bond Purchase Agreement and to deliver an executed copy thereof to the Purchaser.

The Business Manager of the School District is hereby authorized to approve the final terms and conditions to be presented by the Purchaser within the Bond Parameters. An addendum to the Bond Purchase Agreement (the "Addendum") containing the final terms of the Bonds shall be executed and delivered by the Business Manager of the School District and included as part of the Bond Purchase Agreement accepted by this Resolution. The Addendum shall be incorporated in the Bond Purchase Agreement.

In addition to the conditions set forth in the Bond Purchase Agreement referenced above, such awards and sales are conditional upon the following:

- (a) all provisions of this Resolution becoming effective;
- (b) approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the issuance of the Bonds;
- (c) approval of the Pennsylvania Department of Education, to the extent such approval is determined to be necessary by the School District; and
- (d) approval of any other governmental agency, the approval of which is determined to be necessary by the School District.

Section 7. The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name of the School District, and to take other necessary or appropriate action, including if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt, or to designate all or any portion of the Bonds or any series of the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file PLANCON documents appropriate to this transaction.

Section 8. The Bonds, when issued, will be General Obligation Bonds and will constitute general obligations of the School District.

Section 9. The School District covenants with the registered owners of the Bonds outstanding pursuant to this Resolution that:

- (a) the School District will include in its budget, for each fiscal year in which such sums are payable, the amount of debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as any of the Bonds remain outstanding;

(b) the School District will appropriate such amounts to the payment of such debt service; and

(c) the School District will duly and punctually pay or cause to be paid, from the Sinking Fund hereinafter established, or from other funds, the principal of every bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. The covenant contained in this section is specifically enforceable.

Section 10. The Bonds will be numbered consecutively, as issued, without regard to denomination or maturity, will bear interest at a rate or rates not to exceed 6.0% per annum, and will mature, or be payable upon mandatory redemption prior to stated maturity, in the maximum annual amounts (by fiscal year) set forth in Exhibit "A."

Section 11. The Bonds will be issued in registered form, substantially in the form set forth in Exhibit "C" with appropriate omissions, insertions and variations.

The principal of and interest on the Bonds will be payable in lawful money of the United States of America at one or more banks or trust companies as selected by the Business Manager or an officer of the School Board pursuant to this Resolution, which shall serve as Paying Agent and Registrar for the Bonds and Sinking Fund Depository and is herein called the "Paying Agent."

Section 12. The Bonds may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 6 hereof. The Bonds may be subject to mandatory redemptions prior to maturity, determined in the manner described in Section 6 hereof, not in excess of any annual principal payment amount set forth in Exhibit "A" hereof.

Section 13. The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond will be in the aggregate principal amount of such maturity as shown on the Addendum to the Bond Purchase Agreement. The School District will cause the Bonds to be delivered to DTC for the benefit of the purchaser of the Bonds on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, redemption price, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any

direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository. The School District may appoint a successor securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the proper officers of the School District are authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

The School District will give notice, or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of the Bonds. The School District will provide the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Bonds. The School District will pay the customary charges for such mailing.

Section 14. The School District covenants that there will be and there is established a sinking fund for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent, which will hereafter be appointed in accordance with the provisions of the Act) in the name of the School District, but subject to withdrawal only by the Paying Agent. The sinking fund will be known as the "Sinking Fund, Penn Manor School District, General Obligation Bonds, Series of 2016" (the "Sinking Fund").

The Paying Agent is authorized and directed to pay from the Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the School District covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the holders or owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, will be returned to the School District. Nothing contained herein will relieve the School District of its liability to the registered owners of unrepresented bonds.

Section 15. The School District will not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

Section 16. The officers of the School Board are authorized to enter into an agreement with one or more banks or trust companies as selected by the Business Manager or an officer of the School Board providing for the confirmation and acceptance of the appointments herein made as Paying Agent and Sinking Fund Depository for the Bonds, for its compensation in such capacities, for the administration of the Sinking Fund and for such other matters as counsel may recommend be included in the agreement and as the officers may approve by their execution of

the agreement. The officers of the School District are further authorized to contract with one or more other banks or bank and trust companies, to the extent deemed necessary or advisable, for additional services as trustee, fiscal agent, sinking fund depository or paying agent.

Section 17. The School District covenants with the holders of the Bonds that no part of the proceeds of the Bonds will at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Bonds to be "arbitrage bonds" as currently defined in Section 148 of the Code, or under any similar statutory provisions, or any currently enacted rule or regulation promulgated thereunder or under former Section 103(c) of the Internal Revenue Code of 1954, with the effect that interest on the Bonds would no longer be exempt from federal income taxes. The School District further covenants that it will comply with the terms of Section 148 of the Code and said rules and regulations throughout the term of the Bonds and will make no investment inconsistent with the foregoing covenant. The School District further covenants that it will promptly and timely comply with the reporting and filing requirements of Section 149(e) of the Code.

The School District covenants with the holders of the Bonds that it will comply with the arbitrage rebate requirements of Section 148 of the Code, as such requirements may apply to earnings on the investment of the proceeds of the Bonds. The School District covenants to maintain any proceeds of the Bonds which may be invested (until such time as they are needed) in segregated investments which readily will permit a determination of earnings on the proceeds. To the extent that the amount earned on all nonpurpose investments (as defined in Section 148 of the Code) exceeds the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Bonds, the School District will, unless otherwise exempt, pay to the United States the amount of rebate calculated in accordance with Section 148 and the regulations promulgated pursuant thereto.

Section 18. If applicable, as determined from the Bond Purchase Agreement and the Addendum thereto, the School District will purchase municipal bond insurance for the Bonds in accordance with the terms of the Bond Purchase Agreement. Proper officers or agents of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance as contemplated in the Bond Purchase Agreement, including the payment of the premium for such insurance.

Section 19. The Bonds will be executed by the President or Vice President of the School Board of the School District and attested by the Secretary or Treasurer of the School District. The School District seal will be impressed upon the Bonds. The Bonds will be authenticated by the manual signature of the Paying Agent, which will also certify that the approving opinion of Bond Counsel, which will be affixed to each bond, is an accurate reproduction of the approving opinion delivered at the closing for the Bonds.

Section 20. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the proper officers of the School District will pay said amount to the Paying Agent and said amount will be deposited in a settlement account (the "Settlement Account"). From the Settlement Account, the Paying Agent will disburse a portion of the proceeds of the Bonds to the School District to pay a portion of the costs of the Projects.

Remaining funds in the Settlement Account will be disbursed from time to time by the Paying Agent, pursuant to written instructions from the President or Vice President of the School Board or the Business Manager the School District, to pay issuance costs in connection with the Bonds, and any balance ultimately remaining in any such reserve will, upon written instructions of the President or Vice President of the School Board or the Business Manager of the School District, be deposited in the Sinking Fund or otherwise applied according to said instructions.

Section 21. For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the President or the Secretary of the School Board is absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Resolution, the Vice President or the Treasurer of the School Board, respectively, or the Business Manager of the School District, are authorized and directed to execute documents, or otherwise to act on behalf of the School District in their stead.

Section 22. The proper officers of the School District are authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices which may be necessary or appropriate to issue the Bonds, to authorize the payment from the Settlement Account of issuance costs of the Bonds, to obtain and pay for bond insurance for the Bonds, and otherwise to comply with the provisions of the Resolution or the Act, in the name and on behalf of the School District.

Section 23. The School District covenants that, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by The Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, it will provide continuing disclosure for the benefit of the holders of the Bonds. Such continuing disclosure will be in conformance with the Rule and will relate to the financial and operating data of the School District and to the occurrence of certain material events as contemplated by the Rule. The officers of the School District are authorized to enter into a Continuing Disclosure Agreement to set forth the School District's obligations under the Rule, and to document the School District's agreement to provide the required disclosure under the Rule.

Section 24. This Resolution is enacted pursuant to, and the Bonds issued hereunder will be subject to, the provisions of the Act and all of the mandatory provisions thereof will apply hereunder whether or not explicitly stated herein.

Section 25. This Resolution constitutes a contract with the holders or registered owners of the Bonds from time to time outstanding hereunder and will be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

Section 26. In case any one or more of the provisions contained in this Resolution or in any bond issued pursuant hereto will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Resolution or of the Bonds, and this Resolution or the Bonds will be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 27. All resolutions and parts of resolutions heretofore adopted to the extent that the same are inconsistent herewith are repealed.

Section 28. This Resolution will take effect on the earliest date permitted by the Act.

DULY ADOPTED, by the School Board of the School District, in lawful session duly assembled, this 7th day of March, 2016.

PENN MANOR SCHOOL DISTRICT
Lancaster County, Pennsylvania

By: _____
(Vice) President of the Board
of School Directors

ATTEST:

(Assistant) Secretary of the Board of
School Directors

(SEAL)



BOND DEBT SERVICE

Penn Manor School District
Proposed GO Bonds, Series of 2016 - Conestoga Project - Max Parameters

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016			385,000	385,000	
06/01/2017	45,000	6.000%	330,000	375,000	760,000
12/01/2017			328,650	328,650	
06/01/2018	45,000	6.000%	328,650	373,650	702,300
12/01/2018			327,300	327,300	
06/01/2019	45,000	6.000%	327,300	372,300	699,600
12/01/2019			325,950	325,950	
06/01/2020	45,000	6.000%	325,950	370,950	696,900
12/01/2020			324,600	324,600	
06/01/2021	45,000	6.000%	324,600	369,600	694,200
12/01/2021			323,250	323,250	
06/01/2022	45,000	6.000%	323,250	368,250	691,500
12/01/2022			321,900	321,900	
06/01/2023	45,000	6.000%	321,900	366,900	688,800
12/01/2023			320,550	320,550	
06/01/2024	45,000	6.000%	320,550	365,550	686,100
12/01/2024			319,200	319,200	
06/01/2025	45,000	6.000%	319,200	364,200	683,400
12/01/2025			317,850	317,850	
06/01/2026	45,000	6.000%	317,850	362,850	680,700
12/01/2026			316,500	316,500	
06/01/2027	1,670,000	6.000%	316,500	1,986,500	2,303,000
12/01/2027			266,400	266,400	
06/01/2028	5,740,000	6.000%	266,400	6,006,400	6,272,800
12/01/2028			94,200	94,200	
06/01/2029	3,140,000	6.000%	94,200	3,234,200	3,328,400
	11,000,000		7,887,700	18,887,700	18,887,700

Exhibit "A"

BOND PURCHASE AGREEMENT

for

Penn Manor School District
Lancaster County, Pennsylvania
\$11,000,000 Maximum Aggregate Principal Amount
General Obligation Bonds

March 7, 2016

RBC Capital Markets, LLC

Exhibit "B"

BOND PURCHASE AGREEMENT

PENN MANOR SCHOOL DISTRICT
Lancaster County, Pennsylvania
General Obligation Bonds

March 7, 2016

Board of School Directors
Penn Manor School District
2950 Charlestown Road
Lancaster, PA 17603

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement with Penn Manor School District, Lancaster County, Pennsylvania (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Conditioned upon market availability, usual and customary Underwriter review and approvals, customary bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 7 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer's General Obligation Bonds (the "Bonds"), authorized for issuance in one or more series under a resolution adopted by the Issuer on March 7, 2016 (the "Bond Resolution") and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in their capacity as underwriter for their own accounts, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum interest rate(s) per annum, are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Resolution and any Bond Agreement authorized thereunder. One or more banks or trust companies as selected by the authorized officials of the Issuer pursuant to the Bond Resolution (the "Paying Agent") shall serve as paying agent, sinking fund depositary and registrar for the Bonds.

The purchase price for any series of bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this

Agreement executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall not be less than 95.0% nor more than 115.0% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer, plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The initial offering prices and yields, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any Bond Agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the "Official Statement") in connection with the marketing and issuance of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriters, following notification by the Issuer that it intends to issue Bonds under the Bond Resolution, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date; except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute the addendum to this Agreement establishing the final terms applicable to the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(c) If, after the date of the Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or

cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a school district duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), specifically, the Public School Code of 1949, as amended and supplemented (the "School Code"), and has full legal right and authority under the School Code, the Local Government Unit Debt Act, as amended and supplemented (the "Act") and the Bond Resolution (i) to enter into, execute and deliver this Agreement, the Bond Resolution and, if required by applicable law, a Continuing Disclosure Undertaking (the "Undertaking") as defined in Section 6(h)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Resolution and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States, any applicable judgment or decree, or any loan agreement, indenture, bond, Bond, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Resolution;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bond shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "Description of the Bonds"; the description of the Bond Resolution to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Resolution; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "PURPOSE OF THE ISSUE"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "Continuing Disclosure Undertaking;"

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Resolution, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any notes, bonds or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

5. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwriter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "*Closing*."

(b) The Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to

be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;
- (d) At or prior to the Closing, the Bond Resolution shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;
- (e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;
- (f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter; and
- (h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
 - (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;
 - (2) The Bond Resolution and any Bond Agreement authorized thereunder, each with such supplements or amendments as may have been agreed to by the Underwriter;
 - (3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;
 - (4) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;
 - (5) The approving opinion of Bond Counsel with respect to the Bonds;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 3(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

7. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the

Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), or the validity or enforceability of the Bond Resolution or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the judgement of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Bonds;

(i) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating, or the credit rating of the bond insurer, if any;

(k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Bonds.

Notwithstanding the foregoing, the School District shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of eighteen (18) months following the initial date of this Agreement and the Bond Resolution, but not after the date of the execution of any addendum by the School District *pro tanto* (to the extent of the principal authorized in any addendum), upon payment of reasonable out-of-pocket expenses to the Underwriter. Written notice of the School District's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the School District will have no further obligation under this Agreement.

8. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Issuer Counsel, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of any Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (iv) all fees and expenses in connection with obtaining Bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriter for all out-of-pocket expenses reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

9. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

10. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

11. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the Commonwealth.

12. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

14. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

15. *Counterparts.* This Agreement 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 upon the same document) and all of which shall constitute one and the same document.

16. *Note Placement.* The Issuer and Underwriter do hereby agree that, if the Issuer shall so elect, the undertaking described in this Agreement shall be to place the Bonds with a commercial bank in the form of a bank note with the Underwriter serving as placement agent for the bank note. If this option is exercised by the Issuer, the Underwriter and Issuer shall continue to comply with all of the terms and conditions of this Agreement, excepting those relating specifically and solely to the public issuance and underwriting of the Bonds including, but not limited to, the purchase of the Bonds by the Underwriter, public sale of the Bonds, preparation and dissemination of a Preliminary Official Statement and Official Statement and any continuing disclosure requirement contained herein.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By _____

Name Kenneth Phillips

Title Managing Director

Date March 7, 2016

Lauren Eby

Vice President

March 7, 2016

ACCEPTANCE

ACCEPTED at [_____] [a.m./p.m.] Eastern Time this 7th day of March 2016.

PENN MANOR SCHOOL DISTRICT

Lancaster County, Pennsylvania

By _____

Name _____

Title (Vice) President of the Board of School Directors

SCHEDULE I

PENN MANOR SCHOOL DISTRICT
Lancaster County, Pennsylvania
General Obligation Bonds

Summary

Maximum Aggregate Principal Amount \$11,000,000

Principal Maturity (or Mandatory Redemption):

<u>Maximum Annual Principal Payment Amount (\$)</u>	<u>Maximum Interest Rate (%)</u>	<u>Principal Maturity or Mandatory Sinking Fund Payment Year</u>
\$ 45,000	6.00%	2017
\$ 45,000	6.00%	2018
\$ 45,000	6.00%	2019
\$ 45,000	6.00%	2020
\$ 45,000	6.00%	2021
\$ 45,000	6.00%	2022
\$ 45,000	6.00%	2023
\$ 45,000	6.00%	2024
\$ 45,000	6.00%	2025
\$ 45,000	6.00%	2026
\$ 1,670,000	6.00%	2027
\$ 5,740,000	6.00%	2028
\$ 3,140,000	6.00%	2029

Number: _____

\$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the School District 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 inasmuch as the registered owner hereof, Cede & Co. has an interest herein.

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
PENN MANOR SCHOOL DISTRICT
(Lancaster County, Pennsylvania)

GENERAL OBLIGATION BOND (LIMITED TAX OBLIGATION), SERIES OF 2016

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	June 1, ____	_____, 2016	707546 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

Penn Manor School District, Lancaster County, Pennsylvania (the "School District"), for value received, promises to pay to the order of the registered owner of this Bond, on the maturity date shown above, unless this Bond has been called for redemption and payment of the redemption price has been made or provided for, the principal sum hereof, and to pay interest thereon at the annual rate shown above (calculated on the basis of a 360 day year of twelve 30-day months). Interest will be paid semiannually on June 1 and December 1 of each year, commencing December 1, 2016, until such principal is paid or until this Bond has been previously called for redemption and payment has been duly made or provided for. The principal of this Bond is payable to the registered owner hereof, in lawful money of the United States of America, upon presentation at the corporate trust office of Fulton Bank, National Association, Lancaster, Pennsylvania (the "Paying Agent" or "Bond Registrar"), acting in its capacity as Paying Agent and Bond Registrar, or its successor. Payment of the semi-annual interest hereon will be made by check mailed to the person in whose name this Bond is registered at the address that appears on the registration books maintained by the Bond Registrar on behalf of the School District at the close of business on the fifteenth calendar day (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date. Interest payable on the first interest payment date will be computed from the original issue date. Interest will be computed 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 case it will be dated and bear interest from said interest payment date; or (b) this Bond is registered and authenticated on a date after a Record Date and before the next succeeding interest payment date, in which case it will bear interest from such next succeeding interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date applicable to the first interest payment date, in which case it will bear interest from the original issue date; or (d) the School District is in default in payment of interest due on such interest payment date, in which case such defaulted interest will be payable to the person in whose name this Bond is registered as of 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 the School District to the registered owners of Bonds not less than fifteen days preceding such Special Record Date. Such notice will be mailed to the person in whose name this Bond is registered at the close of business on the fifth day preceding the date of mailing.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company or Cede & Co., payment of principal, redemption price and interest on this Bond will be made by wire transfer to The Depository Trust Company.

REFERENCE IS MADE TO FURTHER PROVISIONS OF THIS BOND FORTH BELOW, WHICH FURTHER PROVISIONS WILL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond is not valid unless the Authenticating Agent's Certificate of Authentication printed hereon is duly executed.

IN WITNESS WHEREOF, Penn Manor School District has caused this Bond to be signed in its name and on its behalf by the facsimile signature of the President of the School Board of the School District, and a facsimile of its corporate seal to be hereunto affixed, duly attested by the facsimile signature of the Secretary of the School District.

PENN MANOR SCHOOL DISTRICT

By: _____
President

Attest: _____
Secretary

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the series designated herein, described in the within mentioned Resolution. Printed hereon is the complete text of the opinion of Kegel Keln Almy & Lord LLP, Lancaster, Pennsylvania, a signed original of which is on file with the undersigned, delivered and dated on the date of the original delivery of and payment for the Bonds.

Fulton Bank, National Association
Authenticating Agent

By: _____
Authorized Officer

Dated: _____

Exhibit "C"

This Bond is one of a duly authorized issue of \$_____,000 aggregate principal amount of General Obligation Bonds, Series of 2016 of the School District (the "Bonds"), all of like tenor, except as to principal amount, interest rate, and date of maturity. The Bonds are issued in accordance with The Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82) (the "Act"), without the assent of the electors, pursuant to a Resolution of the Board of School Directors of the School District duly adopted on March 7, 2016 (the "Resolution"). The Bonds are issued for the purpose of providing funds for capital projects of the School District, including renovations and additions to the Conestoga Elementary School and other capital projects as determined by the School District, and paying issuance costs incurred in connection with the Bonds.

The Bonds maturing on or after June 1, 20__ are subject to redemption prior to maturity at the option of the School District as a whole or in part on _____, 20__ or any date thereafter, upon payment of a redemption price of one hundred percent (100%) of the principal amount plus accrued interest to the dates fixed for redemption. If less than all the Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed will be drawn by lot by the Paying Agent. In the event that a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but portions of Bonds will be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. The Paying Agent in its discretion may determine the particular Bonds (if there is more than one) registered in the name of any registered owner which are to be redeemed, in whole or in part.

The Bonds stated to mature on June 1, _____ are subject to mandatory redemption prior to maturity at a price equal to the principal amount thereof, together with accrued interest to the fixed for mandatory redemption, on _____ of the years and in the principal amounts set forth in the following schedule, as selected by lot by the Paying Agent:

Year ()
20__

Principal Amount
\$ _____

The remaining \$_____ of the Bonds stated to mature on June 1, 20__ will be paid at maturity or upon earlier optional redemption.

Each such redemption will be upon at least thirty (30) days, and not more than sixty (60) days, prior written notice by mailing a copy of the official redemption notice by first class mail, postage prepaid, to the registered owners of the Bonds to be redeemed at their addresses shown in the registration books maintained by the Paying Agent unless such notice is waived in writing by the registered owners of the Bonds to be called for redemption. Notice of redemption having been given as aforesaid, and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption will become due and payable on the date fixed for redemption, and thereafter interest will cease to accrue thereon, whether the Bonds are presented for payment or not.

If the date for payment of the principal of, or interest on this Bond is a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized or required by law or by executive order to close, then the date for such payment will be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which the banking institutions are authorized or required by law to close, and payment will have the same effect as if made on the nominal date for payment.

The School District, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in giving notices, if any, as a convenience to the bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice, and the School District will have no liability of any sort with respect thereto.

No recourse will be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Resolution, against any school board member, officer or employee, past, present or future, of the School District or of any successor body, as such, either directly or through the School District or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such school board members, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

The Bonds are issued only in the form of registered bonds without coupons in the denomination of \$5,000 each or any integral multiple thereof. The School District and the Paying Agent will not be required (a) to issue or transfer any bonds during a period beginning at the opening of business on the fifteenth day next preceding any date of selection of bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any bonds which have been selected or called for redemption in whole or in part.

Subject to the provisions described below concerning the book-entry system, this Bond is transferable or exchangeable by the registered owner hereon in person or by his attorney duly authorized in writing at the corporate trust office of the Bond Registrar in Lancaster, Pennsylvania, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new bond or bonds of the same maturity and interest rate and of authorized denomination or denominations, for the aggregate principal amount which the registered owner hereof is entitled to receive, will be issued to the transferee in exchange for this Bond. This Bond may be transferred upon the registration books upon delivery to the Bond Registrar of the bond, accompanied by a written instrument or instruments of transfer in form and with guarantee of signatures satisfactory to the Bond Registrar, duly executed by the registered owner of the bond to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of the bond, along with the social security number or federal employer identification number of such transferee, and if such transferee is a trust, the name and social security number or federal employer identification number of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. In all cases of transfer of a bond, the Bond Registrar will enter the transfer of ownership on the registration books of the School District and will authenticate and deliver in the name of the transferee or transferees a new, fully registered bond or bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The Bond Registrar may charge the owner of such bonds for every such transfer of a bond in an amount sufficient to reimburse it for any tax, or other governmental charge required to be paid with respect to such transfer and may require that such charge be paid before any such new bond will be delivered.

The School District and the Paying Agent may treat the person in whose name this Bond is registered on the Bond Register as the absolute owner of the Bond for all purposes and neither the School District nor the Paying Agent will be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual Bond certificates evidencing ownership of the Bonds immobilized at the Depository Trust Company, New York, New York (the "Securities Depository"), or its successor as Securities Depository. So long as the Bonds are issued in book-entry form, transfers of beneficial ownership of the Bonds will be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners. The Bonds will be registered in the name of, and the principal, redemption price, and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal, redemption price, and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption price, and interest to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The School District and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants.

So long as the Bonds are issued in book-entry form, if less than all of the principal amount of bonds of a particular maturity is to be redeemed, the Securities Depository and its direct and indirect participants will determine by lot, in accordance with their customary practices, the interest of each direct or indirect participant to be redeemed.

If the Bonds are no longer registered to a Securities Depository or its nominee, this Bond may be registered as transferred only upon the registration books kept for that purpose at the corporate trust office of the Bond Registrar as provided above. In addition, if the Bonds are no longer registered to a Securities Depository, this Bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the corporate trust office of the Bond Registrar for equal aggregate principal amount of bonds of the same maturity and in any authorized denomination in the manner, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

It is certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the School District is within every debt or other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the School District has established with the Paying Agent, as Sinking Fund Depository, a sinking fund for the Bonds and will deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the School District are irrevocably pledged.

This Bond will not be entitled to any benefit under the Resolution nor be valid nor become obligatory for any purpose unless the Certificate of Authentication printed hereon is duly executed.

STATEMENT OF INSURANCE

OPINION

We have acted as Bond Counsel in connection with the issuance by Penn Manor School District, Lancaster County, Pennsylvania (the "School District"), of \$____,000 General Obligation Bonds, Series of 2016 dated _____, 20__ (the "Bonds").

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bonds are issued in accordance and in compliance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82), ("the Act"), without the assent of the electors, and pursuant to a resolution adopted by the Board of School Directors of the School District on March 7, 2016.
2. The Bonds are valid and binding obligations of the School District.
3. The School District has established with the Paying Agent, as Sinking Fund Depository, a sinking fund in which it has covenanted to deposit amounts sufficient to pay the principal of and interest on the Bonds as the same become due and payable and, to the extent required, to apply such amounts to such purposes.
4. The School District has further covenanted that, subject to statutory restrictions and limitations, it will include in its budget for each fiscal year in which the Bonds are outstanding, and will appropriate in each such fiscal year, the amount of the debt service on the Bonds for such year, that it will duly and punctually pay or cause to be paid, the principal of and interest on the Bonds at the dates and place and in the manner stated on the Bonds; and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. For purposes of such payments, the School District has covenanted that it will exercise its ad valorem taxing power, within limits provided by law, upon all taxable property within the School District. The Bonds are additionally secured by the "state aid intercept" provisions of Section 633 of the Public School Code of 1949, as amended by Act 150 of 1975.

5. The Bonds are designated as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Bonds meet all of the requirements of, and therefore are, qualified tax-exempt obligations under Section 265(b)(3)(B) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for 80 percent of the portion of such financial institutions' interest expense allocable to interest on the Bonds. The opinions set forth in the preceding sentence are subject to the condition that the School District comply with all requirements of the Code, and any regulations promulgated thereunder, that must be satisfied subsequent to the issuance of the Bonds, in order that the Bonds continue to constitute qualified tax exempt obligations for purposes of Section 265(b)(3) of the Code. Failure to comply with such requirements may cause the Bonds to cease to constitute qualified tax exempt obligations, with the result that the Bonds would have to be taken into account by financial institutions (as defined in Section 265(b)(5) of the Code) for purposes of determining the allocation of interest expense to tax-exempt interest under Sections 265(b)(1) and (2) of the Code retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the School District comply with all requirements of the Code, and any regulations promulgated thereunder, that must be satisfied subsequent to the issuance of the Bonds, in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The School District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

7. Under the laws of the Commonwealth of Pennsylvania as presently enacted and construed, the Bonds and the interest thereon will be free from taxation for state and local purposes within the Commonwealth of Pennsylvania, but this exemption does not extend to gift, estate, succession or inheritance taxes or any other taxes not levied or assessed directly on the Bonds or the interest thereon. Under the laws of the Commonwealth, profits, gains or income derived from the sale, exchange or other disposition of certain government obligations, including the Bonds, may be subject to state and local taxation within the Commonwealth of Pennsylvania.

The rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds.

Very truly yours,

Kegel Keln Almy & Lord LLP

TRANSFER

FOR VALUE RECEIVED, _____ ("Transferor"), the undersigned, sells, assigns and transfers unto _____ ("Transferee") (Social Security or Federal Employer Identification Number _____), this Bond and all rights thereunder, and irrevocably constitutes and appoints _____ as attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Notice: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is applied. If the Transferee is a trust, attach names and Social Security or Federal Employer Identification Number of the settler and beneficiaries, the date of the trust and the name of the trustee.

Date: _____

Signature Guarantee:

Bond: Signatures must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized Medallion Signature Guaranty Program

CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS

Amendment dated March 7, 2016

This amendment entered into this 7th day of March, 2016, by and between the Board of School Directors of the Penn Manor School District, hereinafter referred to as the DISTRICT, and Shultz Transportation, hereinafter referred to as the CONTRACTOR.

Witnesseth:

1. This agreement amends the transportation contract approved by the District on May 18, 2015 for the school year 2015-2016, through and including the school year 2019-2020.
2. The Contractor agrees to install GPS/Camera systems on all vehicles servicing the District as follows:
 - 11 – 72 passenger vehicles will get two cameras supplied by the Contractor
 - 4 – 20 passenger/wheelchair vehicles will get one camera supplied by the Contractor
 - Installation of the systems to be paid by the Contractor
 - Training for the GPS/Camera systems to be provided by the Contractor.
 - Installation/Training to be completed by 12/31/2016
3. This Amendment will extend the term of the existing contract through June 30, 2025.

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

THE BOARD OF DIRECTORS FOR
PENN MANOR SCHOOL DISTRICT

Contractor

President

Address

Secretary

Date

PO Box 1001, Millersville, PA 17551 Address

Date



Sales Agreement

PO Box 6798
Wyomissing, PA 19610-6798
610-372-8414
Order No. 61895

TERMS EQUIPMENT 30% WITH ORDER - BALANCE NET 30

Bill To ("Customer", "You", "Your", "Purchaser")
Name Penn Manor School District
Address 2950 Charlestown Road
Dept/Floor Accounts Payable
City Lancaster State PA
Phone 717-872-9500 Fax
Zip Code 17603
Contact
Email

Ship To
Name Penn Manor School District
Address 2950 Charlestown Rd
Dept/Floor Information Technology
City Lancaster State PA
Phone 717-872-9500 Fax
Zip Code 17603
Contact Charles Reisinger
Email charlie@pennmanor.net

Customer Account/ERP Purchase Order No. Ship VIA Requested Delivery Date

Equipment Description				
QTY	SKU NO	EQUIPMENT DESCRIPTION	SERIAL NO	SUBTOTAL
4	A7AH011X001	Bizhub 287 Printer/Copier/Scanner		lease
4	A3EPWY2	FS-534 50-Stapling Finisher		Co-Stars 001-046 Hardware Contract
4	A7V7WY1	DF-628 Reverse Automatic Document		Co-Stars 006-138 Solutions Contract
4	A7VAWY2	PC-213 2-way Paper Fed Cabinet		Pricing Utilized
4	A84GWY1	RU-514 Relay for FS-534 + SD511		
9	A81F011	Konica Bizhub 364e		
9	A2XMWY2	PC-210 2-way Paper Feed Cabinet		
9	A3CFWY1	DF-624 Reverse Automatic Document		

*See Attached EQUIPMENT SCHEDULE FOR ADDITIONAL ITEMS

EQUIPMENT TRADED IN				
QTY	EQUIPMENT DESCRIPTION	SERIAL/ID	TOTAL EQUIPMENT SALES	\$
			(-TOTAL TRADE IN)	\$
			(SETUP, DELIVERY, INSTALL)	\$
			SUB TOTAL	\$
			SALES TAX	\$
			TOTAL	\$
			DEPOSIT	\$

SERVICE/SUPPLIES AGREEMENT

☒ I AGREE TO ACTIVATE THE TERMS AND CONDITIONS UNDER THIS SERVICE AGREEMENT AND I HAVE RECEIVED AND READ THE ADDITIONAL TERMS

Buyer's Init. AND CONDITIONS APPEARING ON PAGE TWO.

TERM FOR SERVICE/SUPPLIES 60 mos B/W \$ 5,460.00 Beginning Meter (B/W) 0 ***.0042 base cpc black and white impression charge
COLOR \$ 1,350.00 Beginning Meter (Color) 0 ***.045 base cpc color impression charge

PAYMENT FREQUENCY MONTHLY

BALANCE DUE (PURCHASE PRICE) \$ -

Effective Dates: From 7/1/2016 To 7/1/2021

Contract Type: ☒ Total CPC ☐ Parts & Labor Only ☐ Other ***Cost Per page locked for term of agreement and staples included

PRINT CHARGES AND METER COLLECTION

PRINT ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the number of B&W prints shown below under B&W Prints included and Color prints shown below under Color Prints Included each month during the term of this agreement. If you make more than the allowed prints in any month, you will pay us an additional amount equal to the number of the excess prints made during such month multiplied by the applicable Excess Per Print Charge. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of prints used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess prints upon receipt of actual meter readings.

B&W PRINTS INCLUDED 1300000 EXCESS B&W PRINT CHARGE 0.0042 COLOR PRINTS INCLUDED 30000 EXCESS COLOR PRINT CHARGE 0.045 METER FREQUENCY: overage reconciliation semi-annually

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A device management utility must be installed on a single server or workstation sharing the same domain as the device(s). Please select the appropriate option below:

- ☒ You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in continued operation of the device management utility throughout the term of this agreement
- ☐ You choose to not have us install a device management utility. You understand that you will be responsible for reporting device meters within five days of the billing cycle end date, and you also understand and agree that if it becomes necessary to estimate meters for the period greater than 90 days that you may be subject to a meter collection fee.

Contract
YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO A PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMERS AUTHORIZED SIGNATURE

(As Stated Above) X SIGNATURE PRINT NAME & TITLE DATE

PROVIDER X SIGNATURE PRINT NAME & TITLE DATE

Edwards Business Systems SIGNATURE PRINT NAME & TITLE DATE

1292014

ADDITIONAL TERMS AND CONDITIONS

- 1 Edwards Business Systems (EBS) shall provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:30 am-5:00 pm, Monday - Friday). Exceptions shall be noted under Special Provisions. Should you, the customer, request service to be performed after our normal business hours, you agree to pay our prevailing current after-hour service rate at that time.
- 2 There will be no additional charge for normal replacement parts. If you require service due to a malfunction caused by the operators of the equipment, EBS can, at their discretion, bill for the service call plus parts and labor at the current rates and you agree to pay those charges. You shall pay for these parts at the current pricing for rate changes. For contracts including supplies, EBS will provide supplies based on the manufacturers' yields. If additional supplies are needed based on the customers' usage the customer must purchase the additional supplies at published rates. Toner provided under this agreement stored at customer location is the property of EBS. EBS reserves the right to take a physical inventory of stored toner during normal business hours. Covered supplies in customer possession at contract termination must be returned to EBS. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.
- 3 Repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty, repairs, or moves made by service personnel other than those of EBS are not covered by the standard rates set forth in this Service Agreement. Charges for repairs or replacements due to the foregoing shall be borne by you.
- 4 EBS shall not be responsible for delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond its control. EBS warrants that it shall perform its services in a workmanlike manner. EBS MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO ITS SERVICES. EBS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL VBS/EBS BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE SERVICE FEES THAT YOU PAID DURING THE PERIOD OF THIS CONTRACT DURING WHICH ANY CLAIM MAY ARISE.
- 5 This agreement becomes effective on the date specified on the invoice, provided EBS has received payment for the agreement. If the customer does not pay all open invoices promptly when due, EBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates. In addition, you agree to pay EBS' costs and expenses of collection including the customary attorney's fee permitted by law. This agreement shall remain in force for the period specified in the Service Agreement and will automatically renew for consecutive periods of equal duration unless either party notifies the other of cancellation, in writing, at least 30 days prior to the end of the then current period. The customer agrees to pay the then current rate at the beginning of each contract period. You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage and overage charge to cover increase cost of labor, parts and supplies.
- 6 This agreement is not transferable to a third party without prior written consent, which may be withheld in the sole discretion of the party from which the consent is requested. If the equipment is traded in on new equipment from EBS, any unused portion of the yearly contract will be prorated and applied to your account. In order to adequately protect this equipment from power related problems, it is necessary that a properly functioning power protection device at least equal in quality to the ESP Digital CQ be attached to this equipment at all times. In the absence of a power protection device, EBS will not be responsible for damage to electrical components. THROUGH TESTING AND STUDIES, IT HAS BEEN MADE EVIDENT THAT USE OF SOME INFERIOR SUPPLIES INCREASE SERVICE CALLS. THEREFORE, DAMAGES ARISING FROM USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY EBS OR THE MANUFACTURER ARE NOT COVERED BY THE STANDARD RATES SET FORTH IN THIS SERVICE AGREEMENT.
- 7 The standard rates under the Service Agreement shall not cover repairs arising from use of the equipment under other than normal operating conditions or outside of normal design capacities, as determined by EBS in its sole discretion, except as noted under Special Provisions. You agree to pay EBS our prevailing chargeable rate for any services required to keep the equipment operating in good working order to abnormal operating conditions.
- 8 Connection of this equipment as a printer or scanner is defined on the EBS Scope of Work. Any additional work outside this Scope of Work will be performed at our established hourly rate. It is the responsibility of the Client to provide EBS meter readings from the equipment on a monthly basis. For connected units the meter readings will be collected electronically via software that will be installed on the client's server which must be connected to the Internet 24 hours a day 7 days a week.
- 9 This Agreement constitutes the entire Agreement between you and EBS regarding the equipment described herein, and, unless otherwise stated herein, may not be modified other than in a writing executed by both parties. The foregoing terms and conditions shall prevail notwithstanding any variance with its terms and conditions of any order submitted by you or any verbal commitment made by any employee of EBS in respect of EBS's obligations covered by this Agreement. This Agreement shall bind each party's successors and permitted assigns. Except with respect to obligations to pay EBS, this Agreement is severable. This Agreement shall be governed by the laws of the state the equipment is installed, without regard to its conflicts of law principles.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name PENN MANOR SCHOOL DISTRICT	Phone Number 717-872-9500		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address 2950 CHARLESTOWN ROAD	City LANCASTER	State PA	Zip 17603

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)	
				SEE ATTACHMENT 2 STATE AND LOCAL GOVERNMENT LEASE-PURCHASE	
				AGREEMENT- EQUIPMENT DESCRIPTION	
	Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other
		End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	Title	
	Print Name	
	Legal Name of Corporation PENN MANOR SCHOOL DISTRICT (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 15616	
	Lease Date JULY 1, 2016	
	Vendor I.D. Number K6122	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: PENN MANOR SCHOOL DISTRICTLEASE NUMBER: PUB 15616LEASE DATE: JULY 1, 20 16

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	218,782.08	0.00
1	4,049.00	765.77	3,283.23	215,498.85	221,963.82
2	4,049.00	754.28	3,294.72	212,204.13	218,570.25
3	4,049.00	742.75	3,306.25	208,897.88	215,164.82
4	4,049.00	731.18	3,317.82	205,580.06	211,747.46
5	4,049.00	719.56	3,329.44	202,250.62	208,318.14
6	4,049.00	707.91	3,341.09	198,909.53	204,876.82
7	4,049.00	696.21	3,352.79	195,556.74	201,423.44
8	4,049.00	684.48	3,364.52	192,192.22	197,957.99
9	4,049.00	672.70	3,376.30	188,815.92	194,480.40
10	4,049.00	660.89	3,388.11	185,427.81	190,990.64
11	4,049.00	649.03	3,399.97	182,027.84	187,488.68
12	4,049.00	637.13	3,411.87	178,615.97	183,974.45
13	4,049.00	625.18	3,423.82	175,192.15	180,447.91
14	4,049.00	613.20	3,435.80	171,756.35	176,909.04
15	4,049.00	601.17	3,447.83	168,308.52	173,357.78
16	4,049.00	589.11	3,459.89	164,848.63	169,794.09
17	4,049.00	577.00	3,472.00	161,376.63	166,217.93
18	4,049.00	564.84	3,484.16	157,892.47	162,629.24
19	4,049.00	552.65	3,496.35	154,396.12	159,028.00
20	4,049.00	540.41	3,508.59	150,887.53	155,414.16
21	4,049.00	528.13	3,520.87	147,366.66	151,787.66
22	4,049.00	515.81	3,533.19	143,833.47	148,148.47
23	4,049.00	503.44	3,545.56	140,287.91	144,496.55
24	4,049.00	491.03	3,557.97	136,729.94	140,831.84
25	4,049.00	478.58	3,570.42	133,159.52	137,154.31
26	4,049.00	466.08	3,582.92	129,576.60	133,463.90
27	4,049.00	453.54	3,595.46	125,981.14	129,760.57
28	4,049.00	440.95	3,608.05	122,373.09	126,044.28
29	4,049.00	428.33	3,620.67	118,752.42	122,314.99
30	4,049.00	415.65	3,633.35	115,119.07	118,572.64
31	4,049.00	402.93	3,646.07	111,473.00	114,817.19

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: PENN MANOR SCHOOL DISTRICTLEASE NUMBER: PUB 15616LEASE DATE: JULY 1, 20 16

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
32	4,049.00	390.17	3,658.83	107,814.17	111,048.60
33	4,049.00	377.37	3,671.63	104,142.54	107,266.82
34	4,049.00	364.52	3,684.48	100,458.06	103,471.80
35	4,049.00	351.62	3,697.38	96,760.68	99,663.50
36	4,049.00	338.68	3,710.32	93,050.36	95,841.87
37	4,049.00	325.69	3,723.31	89,327.05	92,006.86
38	4,049.00	312.66	3,736.34	85,590.71	88,158.43
39	4,049.00	299.58	3,749.42	81,841.29	84,296.53
40	4,049.00	286.46	3,762.54	78,078.75	80,421.11
41	4,049.00	273.29	3,775.71	74,303.04	76,532.13
42	4,049.00	260.07	3,788.93	70,514.11	72,629.53
43	4,049.00	246.81	3,802.19	66,711.92	68,713.28
44	4,049.00	233.50	3,815.50	62,896.42	64,783.31
45	4,049.00	220.15	3,828.85	59,067.57	60,839.60
46	4,049.00	206.75	3,842.25	55,225.32	56,882.08
47	4,049.00	193.30	3,855.70	51,369.62	52,910.71
48	4,049.00	179.80	3,869.20	47,500.42	48,925.43
49	4,049.00	166.26	3,882.74	43,617.68	44,926.21
50	4,049.00	152.67	3,896.33	39,721.35	40,912.99
51	4,049.00	139.03	3,909.97	35,811.38	36,885.72
52	4,049.00	125.35	3,923.65	31,887.73	32,844.36
53	4,049.00	111.61	3,937.39	27,950.34	28,788.85
54	4,049.00	97.83	3,951.17	23,999.17	24,719.15
55	4,049.00	84.00	3,965.00	20,034.17	20,635.20
56	4,049.00	70.12	3,978.88	16,055.29	16,536.95
57	4,049.00	56.20	3,992.80	12,062.49	12,424.36
58	4,049.00	42.22	4,006.78	8,055.71	8,297.38
59	4,049.00	28.20	4,020.80	4,034.91	4,155.96
60	4,049.00	14.09	4,034.91	0.00	-
Grand Totals	242,940.00	24,157.92	218,782.08		

Lessee Signature: _____

Date: _____

Print Name: _____

Title: _____

ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: PENN MANOR SCHOOL DISTRICT

LEASE NUMBER: PUB 15616

LEASE DATE: JULY 1, 20 16

Quantity	Description/Serial No./Model No.	Location
4	KONICA MINOLTA BIZHUB 287 DIGITAL COPIER	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
9	KONICA MINOLTA 364e DIGITAL COPIER	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: PENN MANOR SCHOOL DISTRICT

LEASE NUMBER: PUB 15616

LEASE DATE: JULY 1, 20 16

Quantity	Description/Serial No./Model No.	Location
4	KONICA MINOLTA 654e DIGITAL COPIER	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
14	KONICA MINOLTA 754e DIGITAL COPIER	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT EQUIPMENT DESCRIPTION

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: PENN MANOR SCHOOL DISTRICT

LEASE NUMBER: PUB 15616

LEASE DATE: JULY 1, 20 16

Quantity	Description/Serial No./Model No.	Location
10	KONICA MINOLTA C454e DIGITAL COPIER	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	
	S/N: _____	

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

Penn Manor Agriculture Advisory Committees 2016-2017

Occupational Advisory Committees

General Agriculture 1.0000 and Production Agriculture 1.0301

	Business:	Term
Tom Haas (Chair)	Owner--Cherry Hill Orchards	2017-2018
Gordon Long	Crop Manager--Star Rock Farms	2016-2017
Brian Hess	Owner--Next To Nature Landscaping	2017-2018
Kaleb Long	Salesman-Crop Production Service	2018-2019
Neil Fellenbaum	Instructor	
Meagan Slates	Instructor	

Agricultural Mechanics 1.0201

Name:	Business:	Term
Allan Herr	Sales--Messick's Farm Equipment	2016-2017
Mike Gerlach (Chair)	Hershey Equipment	2017-2018
Andrew Railing	Technician--R.S. Hollinger and Sons	2018-2019
Jonathan Hess	Instructor	

Animal Science 01.0901

Name:	Business:	Term
Steve Harnish	Central Manor Dairy-Owner	2018-2019
Diane Glock-Cornman	Instructor	

Local Advisory Committee (Same Terms as Above)

Brian Hess-President

Allan Herr-Secretary

Gordon Long

Kaleb Long

Mike Gerlach

Andrew Railing

Tom Haas

Dr. Philip Gale, Principal PMHS

Dr. Mike Lechlitter, Penn Manor Superintendent

Dr. Cheryl Shaffer, Penn Manor Asst. Superintendent of Curriculum and Instruction

Mr. Joseph Fullerton, Penn Manor School Board

Building	Device	Quantity	Miscellaneous
High School	Acer	22 boxes	The boxes are a mix of Acer parts from repairs mice, trackpads, chargers, keyboards, upper & lower cases, DC-IN Ports, screens, back panels, USB ports, speakers
Letort	Apple Keyboard	8	
Letort	Manuals	20	
Letort	Macbook (Keyboard/Top Cases)	4	
Letort	Chargers	9	
Letort	AT-8224XL	1	Switches
Letort	AT-FS724i	1	Switches
Letort	AT-FS708	2	Switches
Letort	Epson Projectors	6	
Letort	Cisco Router	1	
Letort	Macbook	8	Model: A1181 (Core 2 Duo, 2GB Ram, 160 HDD)
HS	Macbook unibody / Teacher laptop	61	Apple model designation: Macbook 6,1 Intel Core 2 Duo 2GB RAM 250GB HD
HS	Macbook CFF- student laptop	12	Apple model designation: Macbook 2,1 Intel Core 2 Duo 1GB RAM 80GB HD
HS	Mac mini 2008	21	Apple model designation: Macmini 3,1 Intel Core 2 Duo 2GB RAM 150GB HD
HS	iMac	27	Apple model designation: iMac 7,1 Intel Core 2 Duo 2GB RAM 250GB HD
HS	Old 3Com phones	2 boxes	230 phones
HS	Brother CFF Cart printers	4	
HS	15inch LCDs / Barry Groff's lab	25	
HS	Lexmark T630 Printer	2	
Martic	LCD Monitors	3	Bad
Martic	iMac	4	Model: A1195 (Intel Core 2 Duo, 2GB RAM, 160GB HDD)
Martic	Micromatic II	2	Bad
Martic	APC/MGE UPS	2	Old/Bad Apple/Laptop
Martic	Box Keyboard/Mice	1	Bad
Martic	Box RAM/USB	1	
Martic	Cassette Recorder	1	
Martic	Video Camera	5	
Martic	Digital Camera	2	
Martic	Speakers	2	Bad
Martic	Hard Drives	15	Bad
Martic	Mac Mini 2008	3	Model: A1283 (Intel Core 2 Duo, 2GB RAM, 150GB HD)
Martic	Laptop Batteries	17	Bad
Martic	Mac Book (Old White)	11	Model: A1181 (Core 2 Duo, 2GB Ram, 160 HDD)
Martic	Silver Acers	3	Destroyed Screen/Case (Model V5-571P-6407)
Martic	Powerbook 1400	1	
Martic	Lenovo x130	5	Pulled for parts
Martic	Lenovo x120	7	Pulled for parts
Martic	Cisco 2800 Series	2	
Martic	Creston IM-TCCV-M	2	
Martic	Asus Tablet	2	Bad
Martic	Box Misc CD/Floppy	1	Cracked Screen/Case
Martic	Box Misc Cables/Adapters	3	Chargers/Network/Video/Audio/etc.
Martic	EzPro 585 CTX	1	
Martic	VCR/DVD Combo	4	Bad
Martic	5 Disc CD Changer	1	Bad

Martic	VGA Projectors	12	Bad/Replaced
Martic	Desktop Power Supply	1	Bad
Manor	Desktop Computer	3	Misc obsolete custom builds, scrapped for parts
Manor	Generic old cables (box)	2	
Manor	White PolyCarb MacBook	17	Model: A1181, 2gb RAM
Manor	Macbook LiPo Batteries	50	Gassed, very poor condition, safety hazard
Manor	iMac	3	Pulled for parts
Manor	Transparency Projector	1	Power cable is damaged/cut
Manor	HP LaserJet 2100TN	1	
Manor	Lexmark E323 Printer	1	
Manor	Monitors	3	
Manor	Generic Projectors	3	Broken/burnt out bulbs.
Manor	Cat5 Cable (Box reel)	5	
Manor	Mac Chargers	15	Unknown status, likely non-functional
Manor	Dell W5300 Toner (Box)	3	New In Box
Manor	Acer V5-571P (Parts)	5	Various parts from broken devices
Manor	ThinkPad 11e (Box)	1	Various broken case parts, keyboards
Manor	Desktop PC	12	Room 101/228 computers?
Marticville	UPS Batteries	6	
HS	old switches	40	
HS	old ups	15	
HS	microwave	1	
HS	rack rails	12	
HS	cat 5	15 pounds	
HS	1 box Apple remotes	1	
HS	3 com phone bricks	30	
HS	TV amplifier	1	
HS	access points	6	
HS	3 printers		
HS	desktops	6	
HS	macbook power extension	500	
HS	hard drives	15	
HS	international Acer adapters	200	
HS	3com NBX chassis	2	



Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Jay R. Reynolds, Inc.

Address: One Brooks Avenue

Address: PO Box 326

City, State, ZIP: Willow Street, PA 17584

Project : Pequea Elementary School

Address: 802 Millwood Road

Change Order No: 2

Date: 1/25/2016

Architect's Project No: 2724

The contract is changed as follows:

Contract Type: Plumbing Construction

Contract Date: 6/16/2015

Add	\$3,854.00
Deduct	

ADD \$3,854.00 to the contract amount for the following:

Submittal Exchange CO #25	Re-pipe existing sink in D107 - RFI 011	\$1,812.00
Submittal Exchange CO #30	Re-pipe existing RD in A106 ASI 019	\$2,042.00

Additional Documentation Attached



This Change Order is not valid until signed by the Owner, Architect, and Contractor.

Original Contract Amount	\$	654,700.00
Net Change by previous Change Orders	\$	9,531.00
Contract Amount prior to this Change Order	\$	664,231.00
Net Change by this Change Order	\$	3,854.00
Contract Amount after this Change Order	\$	668,085.00

Contract Time adjustment as a result of this Change Order

0 Days

Date of Substantial Completion as of this Change Order

Architect

Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor

Jay R. Reynolds, Inc.
One Brooks Avenue
PO Box 326
Willow Street, PA 17584

Owner

Penn Manor School District
2950 Charlestown Rd
Lancaster, PA 17603
PO Box 1001, Millersville, PA 171

By: 

By: 

John F. Bailey, Proj. Mgr.

By: _____

Date: 1-28-16

Date: 2/1/16

Date: _____



Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Lobar, Inc.

Address: One Old Mill Road

Address: PO Box 50

City, State, ZIP: Dillsburg, PA 17019

Project : Pequea Elementary School

Address: 802 Millwood Road

Change Order No: 2

Date: 1/25/2016

Architect's Project No: 2724

The contract is changed as follows:

Contract Type: General Construction

Contract Date: 6/16/2015

Add	\$76,733.97
Deduct	

ADD \$76,733.97 to the contract amount for the following:

Contractor PCO #	Submittal Exchange CO #	Description	Amount
008	35	Stud chase in D106 RFI 036	\$1,023.25
009	027	Unforeseen Soil Under Stage - RFI 031	\$2,435.80
011	032	Steel Deck Support - ASI 025	\$1,495.25
012	029	Remove Existing Terrazzo B106/109	\$4,118.36
013	031	Unforeseen Steel Girts in Café Window Wall - ASI	\$9,201.69
014	033	Steel Beam at Area B Restrooms - RFI 044	\$1,031.03
015R	036	Batt Insulation at Soffit - RFP 011	\$1,905.82
19	43	Abrasive cleaning of ceiling paint in 3 rooms	\$1,918.35
20	44	Gyp wall due to CMU/Joist conflict - RFI 031	\$3,013.45
21	45	Gyp chase in A135 - ASI 028	\$1,517.62
22	46	Brick re-pointing per unit Price GC-5	\$48,160.00
23	48	Area C steel - RFI 069	\$913.35

Additional Documentation Attached ☒

This Change Order is not valid until signed by the Owner, Architect, and Contractor.

Original Contract Amount	\$ 6,198,800.00
Net Change by previous Change Orders	\$ 18,051.24
Contract Amount prior to this Change Order	\$ 6,216,851.24
Net Change by this Change Order	\$ 76,733.97
Contract Amount after this Change Order	\$ 6,293,585.21

Contract Time adjustment as a result of this Change Order

0 Days

Date of Substantial Completion as of this Change Order

Architect

Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor

Lobar, Inc.
One Old Mill Road
PO Box 50
Dillsburg, PA 17019

Owner

Penn Manor School District
2950 Charlestown Rd
Lancaster, PA 17603
PO Box 1001, Millersville, PA 17551

By: 

By: 

By: _____

Date: 1-22-16

Date: 2-2-16

Date: _____



Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
Phone (717) 458-0272 - fax (717) 458-0047

Contractor: McCarty & Son, Inc.
Address: 1161 Steinmetz Road
Address:

City, State, ZIP: Ephrata, PA 17522

Project : Pequea Elementary School
Address: 802 Millwood Road

Change Order No: 2

Date: 1/25/2016

Architect's Project No: 2724

The contract is changed as follows:

Contract Type: Electrical Construction

Contract Date: 6/16/2015

Add	\$2,003.62	Contract Date: 6/16/2015
Deduct		
ADD \$2,003.62 to the contract amount for the following:		
Submittal Exchange CO #022	Plugmold Room B119 per RFI 022-EC-3 Used	\$0.00
Submittal Exchange CO #024	Delete the Kiln from Scope	(\$426.30)
Submittal Exchange CO #026	Receptacle in A113 - ASI 024-EC-3 Used	\$0.00
Submittal Exchange CO #039	Change location of tunnel EF-1 per ASI 028	\$710.16
Submittal Exchange CO #040	Light fixtures F22, 28 and 29 color change	\$1,719.76
Submittal Exchange CO #041	Low voltage box for HC - RFI 029 -EC-5 used	\$0.00
Submittal Exchange CO #049	Box reconfiguration in C101-RFI 028-EC-3 used	\$0.00

Additional Documentation Attached ☒

This Change Order is not valid until signed by the Owner, Architect, and Contractor.

Original Contract Amount	\$ 1,233,809.00
Net Change by previous Change Orders	\$ 22,456.91
Contract Amount prior to this Change Order	\$ 1,256,265.91
Net Change by this Change Order	\$ 2,003.62
Contract Amount after this Change Order	\$ 1,258,269.53

Contract Time adjustment as a result of this Change Order

0 Days

Date of Substantial Completion as of this Change Order

Architect
Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor
McCarty & Son, Inc.
1161 Steinmetz Road
Ephrata, PA 17522

Owner
Penn Manor School District
2950 Charlestown Rd
Lancaster, PA 17603
PO Box 1001, Millersville, PA 17350

By: 

By: 

By: _____

Date: 1.28.16

Date: 02/02/2016

Date: _____

Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
3/7/2016	WOLF	RANDI	SUBSTITUTE BUILDING AIDE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	PERMANENT	AS NEEDED	Effective 2/10/16
3/7/2016	* BOWERS	TIA	HEALTH ROOM NURSE--LPN	MANOR MIDDLE	6.50	90	\$14.00	PERMANENT	6.50	Effective 4/4/16 Per District Health Room Tech Schedule
3/7/2016	* WOLF	SHERLYN	FOOD SERVICE MANAGER	HAMBRIGHT	8.00	180	\$20.37	PERMANENT	8.00	Effective 2/23/16

NOTE: All new hires and transfers must pass the pre-employment drug test and successfully complete a 60 working day probationary period.