

V. ITEMS FOR DISCUSSION

a. Rollback Tax Appeal

2417 Gap View Drive
East Stroudsburg, Pa 18301
April 02, 2018

Re: The Clean an Green Program Act 319

Parcel# (16/11/1/13)

To the Taxing Bodies of Monroe County, PA and Smithfield Township within Monroe County;

We are requesting the Act 319 Rollback taxes that have been assessed on the .69 acre parcel # (16/11/1/13) that we sold to East Stroudsburg Borough on March 02, 2018 be forgiven.

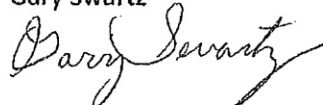
The .69 parcel was needed by the East Stroudsburg borough for repairing the dam on the middle reservoir to be in compliance with the PA Commonwealth. In good faith we agreed to sell this parcel to the borough of Eburg however this portion has been included in the Clean and Green Program for which we are now being assessed these rollback taxes. We are looking for this to be forgiven.

Breakdown of Assessment:

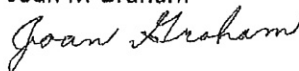
Monroe County:	\$61.20
Smithfield Township	\$11.52
East Stroudsburg Area School District	<u>\$518.21</u>
Monroe County Public Library	\$3.18

Thank you
Sincerely,

Gary Swartz



Joan M Graham



V. ITEMS FOR DISCUSSION

b. MCTI NSLP Agreement

**AGREEMENT FOR PARTICIPATION
IN CHILD NUTRITION PROGRAMS BETWEEN SCHOOL DISTRICTS,
AREA VO-TECHS AND INTERMEDIATE UNITS**

SPONSOR'S **AGREEMENT**
NAME: Monroe Career & Technical Institute **NUMBER:** 1-20-450-3

The Sponsor is the agency that plans to claim reimbursement under the National School Lunch Program, School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program.

This Agreement, entered into this -15- day of July, by and between Monroe Career & Technical Institute (hereinafter called "sponsor") and the East Stroudsburg School District Agreement Number 1-20-45-200-3 (hereinafter called "school") is to provide students with services authorized by the National School Lunch Program, National School Breakfast Program, Afterschool Snack Program and/or the Special Milk Program under Traditional Menu Planning Option.

The term of this Agreement shall be limited to the period between July 1, 2018 and June 30, 2019.

NOW, THEREFORE, THE SPONSOR AGREES TO ACCEPT THE RESPONSIBILITIES LISTED HEREIN FOR THESE STUDENTS.

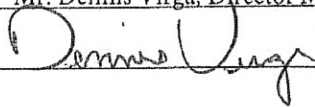
1. The sponsor agrees to submit to the Pennsylvania Department of Education an Application, Policy Statement/Agreement in regards to the above listed programs.
2. The Sponsor will (check which one applies):
 - ☐ A. Agree to distribute Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk to the parents of students attending classes. The sponsor agrees to verify the accuracy of the appropriate percentage of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Free Milk and to maintain records to document the results of verification as required by federal regulations.
 - ☒ B. Agree to obtain copies of Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/ Free Milk from the home school and review to determine if the correct category of eligibility is indicated.
3. The sponsor agrees to designate an "Approving Official" to review and approve/deny Household Meal Benefit Applications for Free or Reduced Price Meals/Snacks/Milk. The sponsor will also designate a "Hearing Official" to establish and use a fair hearing procedure for appeals on the decision of the "Approving Official."
4. The sponsor agrees to count the number of paid, free and reduced price meals/snacks/ free milk served to these students at the point of service.
5. The sponsor agrees to ensure that meals/snacks claimed for reimbursement contain all of the foods required for a reimbursable meal.
6. The sponsor agrees to submit a monthly claim for reimbursement to the Department of Education in accordance with the appropriate federal regulations.
7. The sponsor agrees to accept fiscal responsibility for the program(s) and return to the Department of Education any amount not properly earned by the sponsor as determined by a review or audit.
8. The sponsor and the school agree to comply with all federal and state regulations governing the administration of the program(s).

(Braille, large print, audiotape, etc.), contact the USDA's TARGET Center at (202) 720-2600 (Voice or TDD). If you require information about this program, activity or facility in a language other than English, contact the USDA agency responsible for the program or activity, or any USDA office. To file a complaint alleging discrimination, write to *USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410* or call, toll free, (866) 632-9992 (Voice). TDD users can contact USDA through local relay or the Federal Relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice users). USDA is an equal opportunity provider and employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, on the dates noted below.

Please sign in **BLUE** ink.

FOR THE SPONSOR BY: Monroe Career & Technical Institute DATE 7/05/2018

Typed Name and Title: Mr. Dennis Virga, Director MCTI


FOR THE SCHOOL BY: East Stroudsburg Area School District DATE _____

Typed Name and Title: Mr. Thomas McIntyre, East Stroudsburg Area School District

V. ITEMS FOR DISCUSSION

d. Property & Facilities Items

- i. Smithfield Hot Water Storage Tank – Super Heat - \$12,200.00

ATTACHMENT VI, B.2

PROPOSAL

SUPER HEAT, INC.

P.O. BOX 204 4421 N. DELAWARE DR.
PORTLAND, PA 18351

(570) 897-6282 Fax (570) 897-6235

TO: EAST STROUDSBURG AREA SCHOOL DISTRICT
ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

PHONE	DATE 4/10/2018
JOB NAME / LOCATION Smithfield Elementary 245 River Road East Stroudsburg, PA 18301	
JOB NUMBER 1078-27576	JOB PHONE

We hereby submit specifications and estimates for:

The following proposal is to cover the cost of labor and materials to supply and install one Weil Mclain boiler for the domestic hot water tank.

We shall:

- 1) Supply a pad for the boiler to sit on.
- 2) Set the boiler in on the new pad.
- 3) Connect the new supply piping from the boiler to the hot water tank with an isolation valve, pump and spiro vent.
- 4) Connect the return from the boiler to the hot water tank with an insulation valve.
- 5) Supply and install a new smoke pipe from the boiler to the existing chimney.
- 6) Reconnect the existing oil lines.
- 7) Reconnect the existing electric service to the boiler.
- 8) Start the boiler and test operation.
- 9) Supply all labor and industry paperwork.

Total price - \$12,200.00

We Propose to complete in accordance with the above specifications, for the sum of:

12,200.00

dollars (\$

).

Payment to be made as follows:

1/3 due upon signing, 1/3 due upon delivery of equipment, 1/3 due upon completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within

30

days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

V. ITEMS FOR DISCUSSION

d. Property & Facilities Items

ii. HSN Roof – D'Huy Engineering Proposal - \$35,900.00



July 3, 2018

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

Subject: High School North / Lehman I.S.
Roof Investigation Proposal

Dear Mr. Ihle:

D'Huy Engineering is pleased to submit this proposal for preliminary services necessary for the development of bid documents for the replacement of the roof at the High School North and Lehman I.S. facility. This proposal shall include only the field investigation and existing condition verification necessary to develop the scope of work for bid documents; a separate proposal shall be submitted for the preparation of bid documents, as their effort will depend in large part on the findings of the investigation. As you may recall, a similar approach was implemented successfully for the investigation and bid documents for the J.T. Lambert masonry repair project in 2016.

ESASD has not been able to locate documentation on the roof manufacturer and warranty, therefore we have limited information on the existing system. It is our understanding the roof system is original to the building, which was completed in 2000. Based on available building plans and visual observation, the system appears to be comprised of a metal roof deck, lightweight insulated concrete substrate, and coal tar membrane. There are approximately 267,000 sq. ft. of "flat roof" area with this roof system type that will be included under this proposal. Investigations are necessary to confirm existing conditions such as through-wall flashing, roof area dimensions, thickness of insulation at various points to confirm drainage capability and energy efficiency, rooftop equipment locations, and related factors that could impact replacement options.

An infrared survey was performed in 2015 to identify locations of wet insulation/system components that would indicate areas of active leaks. The infrared report identified approximately 5,200 sq. ft. of wet areas. DEI recommends that an updated report be conducted in order to verify the current conditions; we have included the cost of that as a line item in this proposal.

The proposed services shall include the following:

Task	Description	Fee
1.	Conduct updated infra-red survey to identify locations of wet roof areas. This will help to evaluate insulation/deck conditions for potential re-use	\$ 7,000

2.	Oversee and record brick openings to be made by a masonry contractor. We anticipate that 20 probes would need to be cut from rising wall locations above the roof. This will enable us to evaluate flashing and as-built construction details. Fee includes the cost of the mason, tools, lifts/equipment, and observation for an anticipated 5-day duration	\$16,000
3.	Perform GPS-assisted survey of roof area to confirm dimensions, elevations, locations of existing equipment/drains/vents, and similar features. To be used as basis for overall roof plan during bid document phase.	\$ 3,000
4.	Perform core testing of existing roof and insulation systems to confirm system composition, thickness, and condition.	\$ 4,500
5.	Evaluate conformance of field observations and conditions with the information available on the construction drawings and specifications.	\$ 2,000
6.	Interior survey of above-ceiling areas to review condition of decking, roof drain penetrations, and similar items related to potential sources of water infiltration	\$ 1,000
7.	Develop overall roof plan based on field measurements and core samples	\$ 1,600
8.	Summarize and present findings, scope, and budget update to ESASD	\$ 800
	Total:	\$ 35,900

The following timeframe is recommended for investigation, design, bidding, and construction:

Investigation and verification of existing conditions:	July – August 2018
Review of existing conditions and verification of scope with ESASD:	September 2018
Approval of supplementary proposal for preparation of bid documents:	October 2018
Preparation of bid documents and receipt of bids:	Nov. 2018 – Jan. 2019
Public bid contract execution:	February 2019
Construction phase (likely at least 2 summers):	June 2019 – Aug. 2020

We appreciate the opportunity to assist you with this project. If you are in agreement with the above proposal and attached terms and conditions, kindly provide written authorization to proceed.

Sincerely,
D'Huy Engineering, Inc.

Josh Grice, P.E.

Attachments:
DEI Terms and Conditions



Terms and Conditions

D'Huy Engineering, Inc. (DEI) shall perform the services outlined in this Agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, DEI will have access to the site for activities necessary for the performance of the services. DEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated not to exceed or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those listed in the attached Fee Schedule.

Billings/Payments

Invoices shall be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and DEI may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications

The client shall indemnify and hold harmless DEI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DEI), or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DEI has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DEI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DEI shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and DEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, DEI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$5,000, the amount of DEI's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to DEI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of a termination, the Client shall pay DEI for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents

All documents produced by DEI under this Agreement shall remain the property of DEI and may not be used by this Client for any other endeavor without the written consent of DEI.

Applicable Law

Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of DEI.