

POCONO TOWNSHIP BOARD OF COMMISSIONERS
MEETING AGENDA
April 18, 2016
7:00 P.M.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements
 - a. There was an executive session on 4/11/16 to discuss litigation
- 4) Approval of Minutes
 - a. Commissioners Regular Meeting, April 4, 2016
 - b. Commissioners workshop meeting, April 5, 2016
- 5) Approval of Bills and Transfers
 - a. Check Listing, dated April 18, 2016
- 6) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

- 7) Report of the President
- 8) Commissioners Comments
 - a. Mr. Harold Werkheiser, Vice President
 - b. Ms. Judi Coover, Commissioner
 - c. Mr. Bob DeYoung, Commissioner
 - d. Mr. Gerald Lastowski, Commissioner
- 9) Reports
 - a. Appointment of manager
 - b. Emergency Services (second meeting of month)
 - i. Chief Werkheiser – Pocono Township Police
 - ii. Chief Shay – Pocono Township Volunteer Fire Co.
 - iii. Mr. Albertson – Suburban EMS
 - c. Administration
 - i. Mr. Schuster – Township Manager
 1. Cable Franchise Agreement
 2. Spirit of Swiftwater – Request to remain with Pennoni
 3. Temporary Zoning Officer
 - ii. Mr. Benner – Township Engineer
 1. Sewer Repair Change Order - Marona
 - iii. Mr. DeVito – Solicitor
 1. BCRA Easement for PMC Service
 - iv. Ms. Zuvich – Treasurer
- 10) Presentations
 - a. Sanofi Lot Line Adjustment
 - b. Monroe Career and Technical Institute Waterline Extension - Waiver Requests
 - c. Appointment to the Finance Committee
- 11) Ordinances
- 12) Resolutions
 - a. A resolution appointing Tony Farda to the Recreation Committee
 - b. A resolution appointing Joseph Shupp as Vacancy Board Chairman

13) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

14) Executive Session (If Necessary)

15) Adjournment

Next regular meeting – May 2, 2016 (7:00 p.m.)

Next sewer meeting – May 2, 2016 (6:00 p.m.)

Next Resolution Number: 2016-24

Next Ordinance Number: 2016-02

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING**

APRIL 4th, 2016 7:00 P.M.

The regular meeting of the Pocono Township Commissioners was held on 04/04/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Vice President Harold Werkheiser at 7:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Tom Felver, absent; Harold Werkheiser, present; Jerry Lastowski, present; Robert DeYoung, present; and Judi Coover, present by phone.

Leo V. DeVito, Broughal & DeVito LLP, Solicitor, Russell Benner, T&M Associates, Engineer; Gregg Schuster, Manager; Regina Zuvich, Township Treasurer; and Pamela Finkbeiner, Twp. Secretary; were present.

ANNOUNCEMENTS:

Spring Cleanup will be 05/05, 05/06, and 05/07.

A Special Workshop will be held on 04/05/2016 at 5:00 p.m., to discuss proposed repairs to the sewer system.

G. Schuster requested an executive session be scheduled. The Board concurred to hold an executive session to discussion Werkheiser litigation on 04/11/2016 at 3:00 p.m.

APPROVAL OF MINUTES:

J. Coover made a motion, seconded by B. DeYoung, to approve the regular meeting minutes of 03/21/2016. Roll call vote: J. Coover, yes; H. Werkheiser, yes; T. Felver, abstained; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

J. Coover made a motion, seconded by B. DeYoung, to approve the Special meeting minutes of 03/29/2016. Roll call vote: J. Coover, yes; H. Werkheiser, yes; T. Felver, abstained; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

BILLS AND TRANSFERS:

J. Lastowski a motion, seconded by B. DeYoung, to approve all the invoices in the Bill's list of 04/04/2016. G. Schuster noted the bill's list contain some invoices which were excluded previously. P. Finkbeiner noted the T&M January invoice was corrected. Roll call vote: J. Coover, no; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

AMENDMENTS TO AGENDA: G. Schuster noted he did not include the Bylaws amendments. Discussion followed on the number of commissioners that can participate by speaker phone. J. Coover noted the draft bylaws did not limit the number by speakerphone. The Board requested L. DeVito to investigate participation by speaker phone.

H. Werkheiser made a motion, seconded by J. Lastowski, to adopt the amended Board of Commissioner's Bylaws & Rules of Procedure dated 04/04/2016. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

PUBLIC COMMENT:

Dennis Purcell, Twp. Resident and Planning Commission member, questioned the PennDOT meeting on 04/14/2016. L. DeVito noted according to the Sunshine Law, all Commissioners can attend all fact finding meetings as long as no decisions are made.

Brad Wise, Twp. resident, questioned the PennDOT meeting. G. Schuster noted it is a private PennDOT meeting for Planning Commission and Commissioners to present the Rt. 715 realignment plans.

REPORT OF THE PRESIDENT: None

COMMISSIONERS COMMENTS:

Vice President Harold Werkheiser, None

Commissioner Judi Coover due the recent resignation of Rick Fisher; J. Coover made a motion, seconded by H. Werkheiser, to appoint Mike Tripus from BIU as interim Zoning Officer subject to an agreement with BIU for his services. G. Schuster stated BIU no longer provides zoning officer services and requested an executive session to discuss. J. Lastowski requested G. Schuster investigate options for zoning services before a decision is made. Discussion followed on pending issues which require a zoning officer. L. DeVito noted Rick Fisher maybe available to attend the ZHB hearings or the hearings can be continued.
Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, no; and B. DeYoung, no. Motion failed.

Commissioner Bob DeYoung none.

Commissioner Jerry Lastowski none.

REPORTS:

Administration:

Manager Gregg Schuster presented his report.

- A) Dump Truck Purchase - J. Clapper explained the proposed new Dump Truck. The estimated price including upfitting is \$143,944.00. H. Werkheiser questioned the truck body. J. Clapper will obtain additional quotes and present to the Board. No action taken.

Engineer Russel Benner gave his report.

- A) Marona Construction - Payment Request #3 - R. Benner explained the payment request and work completed.

J. Lastowski made a motion, seconded by H. Werkheiser, to approve Marona Construction Company, Payment Request #3, in the amount of \$281,100.00, leaving a remaining balance to finish of \$516,000.00.

Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Solicitor Leo DeVito

- A) St. Luke's Sanitary Sewer Plan/Emergency Plan - L. DeVito noted the new St. Luke's Hospital will be working near the Pocono Township Sewer force lane. Jeffry Clapper, Public Works Director, brought the issue to the Township attention and requested the agreements. He explained the process during construction.

ST. LUKE'S CONT:

J. Lastowski made a motion, seconded by B. DeYoung, to approve St. Luke's Emergency Plan Agreement - sanitary sewer plan/emergency plan.

Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

PRESENTATIONS:

A) Heritage Center Proposal - Charlie Trapasso, President of the Bicentennial Committee, addressed the board and gave a brief outline of the project. Tony Farda, Treasurer, explained the funding and fund raising for the project. Dotty Telesky explained the Pocono Jackson Historical Society involvement. Discussion followed on the funds to refurbish the building. Vincent Trapasso stated he will guarantee funding for the project. L. DeVito will draft an agreement between the Township and Vincent and Charlie Trapasso.

Charlie Trapasso requested approval to:

- 1) Rename the Park building to the Pocono Heritage Center.
- 2) Request \$19,400 to refurbish the bathroom to handicap accessible.
- 3) Request the permit fees be waived.

Diane Zweifel, Twp. resident, questions concerning the maintenance of the building.

J. Lastowski made a motion, seconded by B. DeYoung, to approve the change of name to Pocono Heritage Center. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

J. Lastowski made a motion, seconded by B. DeYoung, to approve the use of general funds monies restricted for Park use, in an amount not to exceed \$19,400.00 to renovate the restrooms in the Pocono Heritage Center to handicap accessibility. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

B. DeYoung made a motion, seconded by J. Lastowski, to authorize the solicitor to draft an appropriate agreement with Pocono Heritage Foundation to outline the conditions for renovations of the Pocono Heritage Center. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

J. Lastowski made a motion, seconded by B. DeYoung, to waive the Township permit fees for the Pocono Heritage Center. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Charlie Trapasso will contact the Board with dates for the Groundbreaking Ceremony.

J. Lastowski spoke concerning parliamentary procedures as based on Robert's Rules of Order. He requested members of the audience to please stand and state their names and direct their questions to the President of the Board.

PRESENTATIONS CONT:

2) Park Shed - J. Clapper explained due to the renovations to the Pocono Heritage Center, he requested two sheds be purchased and placed at Mt. View Park for storage of equipment. He noted the lowest quote was from Kramer's Sheds for \$9,155.00.

J. Lastowski made a motion, seconded by B. DeYoung, to authorize the purchase of two sheds from Kramer's Sheds for \$9,155.00. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

B) Recreation Committee Interview - Tony Farda

J. Lastowski made a motion, seconded by B. DeYoung, to appoint Tony Farda to the Pocono Township Recreation Committee. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

H. Werkheiser thanked all volunteer members for their service to the Township.

C) Quaker Ridge Extension Request - The Planning Commissioner

disapproved the request at their 02/22/2016 meeting. Jim Cahill, Pocono Manor Investors, Inc., and Marc Wolf, Marc Wolfe, Solicitor, Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri, addressed the board. J. Cahill noted the downturn in the economy as the reason for the additional time. Discussion followed. L. DeVito noted the plan may be resubmitted which would give them five years to complete.

J. Lastowski made a motion, seconded by H. Werkheiser, to approve the Quaker Ridge Extension Request for one (1) years. Roll call vote: J. Coover, abstained; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Resolution 2016-19 - Robert Ace Learn Road Land Development Plan - Chuck Niclaus, Niclaus Engineering, Inc., represented the plan. The plan is converting a residential home located at 220 Learn Road into an office for RKA Construction. L. DeVito read the conditions of the resolution.

B. DeYoung made a motion, seconded by J. Lastowski, to adopt Resolution 2016-19 Robert Ace Learn Road Land Development Plan. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Resolution 2016-20 - Sanofi Flu Building and CUP Building - Aaron Sisler, Borton-Lawson Engineering, Inc. represented the plan. L. DeVito read the conditions of the Resolution. Discussion followed on impact to neighboring properties and sewage flows. Discussion followed.

B. DeYoung made a motion, seconded by J. Lastowski, to adopt Resolution 2016-20 Sanofi Flu Building and CUP Building Land Development Plan. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

PRESENTATIONS:

Sanofi Rezoning Request - Aaron Sisler, Borton-Lawson Engineering, Inc. represented the Plan. The request is to rezone two lots from residential to Industrial. Discussion followed on the impact to neighboring properties. A. Sisler noted Sanofi owns the side properties and the rear property is undeveloped.

J. Lastowski made a motion, seconded by B. DeYoung, to authorize the establishment of a Professional Service agreement and authorize the Solicitor to draft the ordinance and advertise the same. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Police IT - Sundance Networks, Inc. Estimate 12/14/2016 - Steve Gilboy, Sundance Networks, Inc. IT Specialist, explained the current server is unable to handle the newer programs for the Police Department. Price quotes were obtained for the camera server, a combined server - Twp/Police, and Separate - Twp/police servers. G. Schuster noted the Township server may wait but the police camera and building servers need to be replaced now. S. Gilboy will provide a separate quote for a single police server. Price quote for camera server is \$10,979.98. Discussion followed on backup of files, security, and future server purchase for Township.

J. Lastowski made a motion, seconded by J. Coover, to approve Sundance Networks, Inc. proposals dated 12/14/2016 in the estimated amounts of \$10,970.98 (Camera server) and \$8,944.00 (Police server). Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Alger Avenue Yard Project - J. Clapper, Public Works Director, explained the area will be used for stockpile storage, a police impound, and will be fenced. \$25,000.00 has been budgeted for it. He requested an additional \$3,000.00. Ellen Ghandt, Twp. resident, questioned if the project will be bid. J. Clapper noted much of the work will be in-kind; fencing will be done by contractor and not exceed the bid limit.

J. Lastowski made a motion, seconded by B. DeYoung, to approve the improvements to the Alger Ave Yard Project as recommended in the memo from Jeffrey Clapper, Public Works Director, estimated cost of \$25,000.00. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

COG Representative

J. Lastowski made a motion, seconded by B. DeYoung, to appoint J. Coover as the COG Representative. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Finance Committee

J. Coover made a motion, seconded by B. DeYoung, to table the appointment of the second Finance Committee person. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

ORDINANCES:

Ordinance 2016 - 01 - BRCR Service area to Monroe County Technical Institute (MCTI) - H. Werkheiser opened the hearing. Hearing no public comment, H. Werkheiser closed the hearing.

J. Lastowski made a motion, seconded by H. Werkheiser, to adopt Ordinance 2016-01 - BRCA Service Area to MCTI. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

RESOLUTIONS:

Resolution 2016-21- TRIJAY agreement - J. Clapper, explained the agreement is for sewer system maintenance. He noted they are the present maintenance provider.

J. Lastowski made a motion, seconded by B. DeYoung, to adopt Resolution 2016-21 - TRIJAY agreement in the amount of \$2,400.00 per year, additional cost as stated on their fee schedule of 03/11/2016. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Resolution 2016 -22 - Pocono Mountain Regional Police Agreement -

J. Lastowski made a motion, seconded by B. DeYoung, to adopt Resolution 2016-22 Agreement with Pocono Mountain Regional Police Agreement. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Resolution 2016 -23 - Supplemental Appropriations -

Ellen Gndt, Twp. resident, questioned if the code (.1702) allows for a supplemental appropriation for 2015 since it has been over 90 days. Gina Zuvich, Township Treasurer, will contact the auditor.

J. Lastowski made a motion, seconded by B. DeYoung, to adopt Resolution 2016-23 - Supplemental Appropriations - conditioned upon the Twp. auditor opinion. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

EXECUTIVE SESSION: None

ADJOURNMENT:

J. Lastowski made a motion, seconded by B. DeYoung, to adjourn the meeting at 10:00 p.m., until 04/18/2016. Roll call vote: J. Coover, yes; H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
WORKSHOP**

APRIL 5th, 2016 5:00 P.M.

The Workshop of the Pocono Township Commissioners was held on 04/05/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Vice President Harold Werkheiser at 5:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Tom Felver, absent; Harold Werkheiser, present; Jerry Lastowski, present; Robert DeYoung, present; and Judi Coover, present.

Sami Sarrouh, Sr. Technical Engineer; and Russell Benner, Vice President, T&M Associates, Engineer; Jeffry Clapper, Pocono Township Public Works Director; Gregg Schuster, Manager; and Pamela Finkbeiner, Twp. Secretary; were present.

PRESENTATION:

Jeffry Clapper gave an overview of the sewer system and problems the township will face. Key points:

- a) Sanofi Feed station to control odor - future project
- b) Northern portion of line to be video for lateral locations, estimated \$50,000.00.
- c) PS2 - problems with blockages and PS1 to review.
- d) Former sewer committee agreed to provide a service line to 4 properties in the future service area - Rt. 611 Tannersville.
- e) Forcemain and Valve Station reconstruction.

J. Clapper introduced Sami Sarrouh to present the proposed upgrades to the sewer system forcemain.

Sami Sarrouh explained the proposed corrections to the system and explained difference between pursuing a change order verse bidding.

J. Lastowski questioned if the repairs would impact the customers. S. Sarrouh noted the work can be done without major disruptions.

H. Werkheiser spoke concerning past mistakes and who would provide oversight of the work. J. Clapper and T&M will provide oversight of the work. H. Werkheiser requested additional overview/inspections of the proposed repairs.

S. Sarrouh noted his expertise in the field. J. Clapper expressed his confidence in S. Sarrouh work.

Annabella Lastowski, Twp. resident, questioned the liabilities to the Township. G. Schuster noted the Township has insurance to cover some but not all.

Brad Wise, Twp. resident, spoke in favor of the repairs.

B. DeYoung questioned why the proposal was time and material.

J. Coover left the meeting.

Discussion followed. The Board will take the recommendations into consideration. No action was taken.

Change Order - Hump repair - Mark Ambrose, T&M Engineering, explained the change order request. The Change Order would result in a decrease in the contract for and estimated \$105,000.00 to \$120,000.00. He noted a decision needed to be made immediately. Discussion followed.

H. Werkheiser called a 10 minute recess at 8:40 p.m.

Tom Felver and Judi Coover were contacted by phone and briefed on the Change Order.

The full board concurred to look favorably on the Change Order and take formal action at the 04/18/2016 meeting.

ADJOURNMENT:

J. Lastowski made a motion, seconded by B. DeYoung, to adjourn the workshop at 8:55 p.m. Roll call vote: H. Werkheiser, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

Pocono Township Check Listing

April 18, 2016

General Fund	Date	Check	Vendor	Memo	Amount
	04/14/2016	54355	Cardmember Service	IPAD - Commissioner	408.99
	04/14/2016	54356	Cardmember Service	Training/Supplies - Police	377.79
	04/14/2016	54357	Metropolitan Telecommunications	Phones - Police	225.00
	04/14/2016	54358	Cardmember Service	Training/Part- Public Works	80.65
	04/14/2016	54359	Metropolitan Telecommunications	Phones - Twp/Park	508.06
	04/14/2016	54360	Bier, Sylvia, & Martin	Refund previous year taxes	9.32
	04/14/2016	54361	BIU of PA, Inc.	BIU Permits	4,854.07
	04/14/2016	54362	Broughal & DeVito, L.L.P.	Legal - Planning/General	5,401.95
	04/14/2016	54363	Cargill Incorporated	Salt	4,908.27
	04/14/2016	54364	Clapper, Jeffry	Mileage - Public Works	77.22
	04/14/2016	54365	Cramer's Home Building Center	Parts - Park	399.74
	04/14/2016	54366	Cyphers Truck Parts	Truck #9	325.14
	04/14/2016	54367	D.G. Nicholas Co.	Parts & Supplies PW/Park	506.53
	04/14/2016	54368	Davidheiser's Inc.	Speed Testing	562.00
	04/14/2016	54369	DCED	UCC Training Fees	188.00
	04/14/2016	54370	EPSCO	Pipe Fitting - Twp. Sewer Line	29.69
	04/14/2016	54371	Eureka Stone Quarry, Inc.	Stone - Twp. Sewerline	397.80
	04/14/2016	54372	Fry's Plastic	Pipe -TWP Sewer line/Drainage	5,639.28
	04/14/2016	54373	General Code	Codification - 20% payment	3,299.40
	04/14/2016	54374	Hanson Aggregates Pennsylvania LLC	Stone	981.05
	04/14/2016	54375	HUNTER KEYSTONE PETERBILT	Truck #10 - Part	6.25
	04/14/2016	54376	Kost Tire & Auto Service	Tire #93	447.80
	04/14/2016	54377	Lawrence B. Fox P.C.	Legal - Civil Service	75.00
	04/14/2016	54378	Lawson Products	Parts - Public Works	233.70
	04/14/2016	54379	Leddy Telecom Services	Phone repair	65.00
	04/14/2016	54380	Manter, David	SEO Services	2,882.24
	04/14/2016	54381	Medico Industries, Inc.	Skid Loader repair	1,022.66
	04/14/2016	54382	Monroe County Control Center	2nd Quarter	20,165.96
	04/14/2016	54383	Network Fleet	GPS Service	355.40
	04/14/2016	54384	Otto, Carol	Cleaning	550.00
	04/14/2016	54385	P & D Emergency Services	#88- Tracker wire repair	136.00
	04/14/2016	54386	PAPCO, Inc.	Gasoline	1,971.30
	04/14/2016	54387	Pitney Bowes	Postage Meter rental	126.50
	04/14/2016	54388	PMHIC	Health Insurance	58,435.68
	04/14/2016	54389	Pocono Record	Advertisements	396.00
	04/14/2016	54390	PPL Electric Utilities	Twp/Park/Police/Traffic Lights	2,160.12
	04/14/2016	54391	Praxair Dist Mid-Atlantic	Supplies	23.16
	04/14/2016	54392	Prosser Laboratories, Inc.	Mt. View - Watertesting	52.00
	04/14/2016	54393	SiteOne Landscape Supply	Spray gun	84.19
	04/14/2016	54394	Staples Advantage	Office Supplies	401.46
	04/14/2016	54395	Sundance Networks, Inc.	IT service	960.00
	04/14/2016	54396	U.S. Municipal	Sweeper Repair	259.60
	04/14/2016	54397	UNIFIRST Corporation	Carpets/Uniforms	323.97
	04/14/2016	54398	Unum Life Insurance	Life Insurance	2,069.00
	04/14/2016	54400	Wilson Products Compressed Gas Co.	Supplies	6.50
	04/14/2016	54401	J & B Auto	#11 - Repair	75.80
	04/14/2016	54402	Wilmington Trust, N.A.	TIF - Camelback	140,502.62
				TOTAL General Fund	<u>\$262,967.86</u>

Sewer Operating Fund

	04/13/2016	1548	Metropolitan Telecommunications	Phones for pump station	52.66
	04/13/2016	1549	Pennsylvania one call	Monthly contract for PA one call	92.69
	04/13/2016	1550	Brodhead Creek Regional Authority	May treatment plant charges	85,185.00
	04/13/2016	1551	EEMA O&M Services Group	Pump stations maintenance agreement	5,722.05
	04/13/2016	1552	PPL	Electric for pump stations	2,350.26
	04/13/2016	1553	Blue Ridge Communications	Cable for pump stations	122.20
				TOTAL Sewer Operating Fund	<u>\$93,524.86</u>

Pocono Township Check Listing

April 18, 2016

Sewer Construction

4/18/2016 158	Allstate Septic Systems	Pumped out sewer line hump repair	1,170.00
4/18/2016 159	Marona Construction	Payment request #3	281,100.00
4/18/2016 160	T&M Asc	Sewer redesign	131,607.34
TOTAL Sewer Construction Fund			<u><u>\$413,877.34</u></u>

Capital Reserve Fund

4/18/2016 142	Pocono Township	To refund GF for sewer connection charges	2,875.86
TOTAL Capital Reserve Fund			<u><u>\$2,875.86</u></u>

TOTAL General Fund \$262,967.86

TOTAL Sewer Construction Fund \$413,877.34
TOTAL ESSA Transfer \$676,845.20

TOTAL Sewer Operating Fund Wayne Bank \$93,524.86

TOTAL Capital Reserve Fund \$2,875.86

 Authorized by:

KENT J. WERKHEISER
Chief of Police



570-629-7200

Office

9-1-1

Emergency Number

570-629-1501

Fax Number

570-992-9911

Dispatch

POCONO TOWNSHIP POLICE

110 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

POLICE REPORT FOR MARCH, 2016

The following are the recorded activities of the Pocono Township Police Department for the month of March 2016. Also listed are the available recorded activities for March 2015.

	MAR. 2016	Y-T-D 2016	MAR. 2015	Y-T-D 2015
Incidents Investigated	396	1086	309	896
Burglary Alarms Answered	94	223	51	184
Reportable Accidents Investigated	19	93	18	75
Non-Reportable Accidents	23	73	32	108
Criminal Investigations	31	106	31	78
Criminal Arrests	48	125	27	81
Juvenile Detentions	0	2	0	2
Property Receipts	28	86	29	59
Notification of Faulty Equipment	139	429	123	335
Vehicle Reports	0	5	4	6
Death Investigations	2	5	3	7
Written Warnings	177	492	95	268
Missing Persons	2	3	1	1
Traffic Citations Issued	143	432	51	125
Non-Traffic Citations Issued	26	81	17	52
Ski Thefts	0	0	0	0
911 Hang-up Calls	60	159	16	48

Mileage all Vehicles: 15,255

Income from Report Fees: \$880.00

Suburban

Palmer, PA

Client 1501



1515 Center Street
Lansing, Mi 48096
1 (877) 583-3100
service@EMSSurveyTeam.com
www.EMSSurveyTeam.com

EMS System Report

February 1, 2016 to February 29, 2016

Your Score

90.80

Number of Your Patients in this Report

171

Number of Patients in this Report

5,539

Number of Transport Services in All EMS DB

109





Executive Summary

This report contains data from **171 Suburban** patients who returned a questionnaire between **02/01/2016** and **02/29/2016**.

The overall mean score for the standard questions was **90.80**; this is a difference of **-1.74** points from the overall EMS database score of **92.54**.

The current score of **90.80** is a change of **1.35** points from last period's score of **89.45**. This was the **66th** highest overall score for all companies in the database.

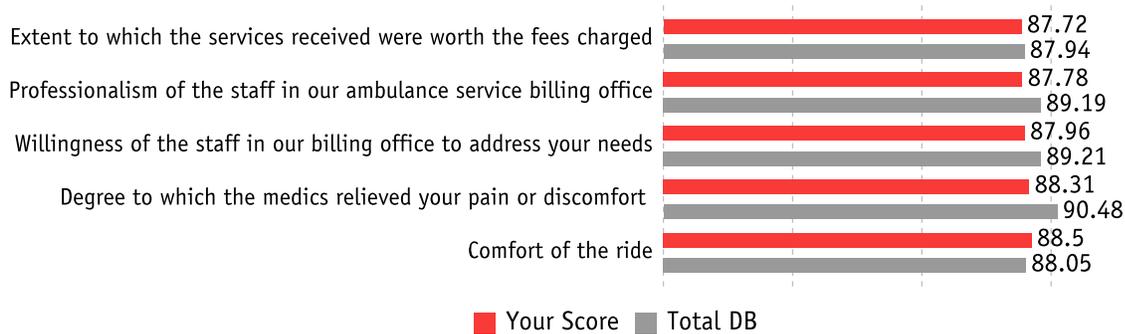
You are ranked **19th** for comparably sized companies in the system.

70.75% of responses to standard questions had a rating of Very Good, the highest rating. **97.59%** of all responses were positive.

5 Highest Scores



5 Lowest Scores

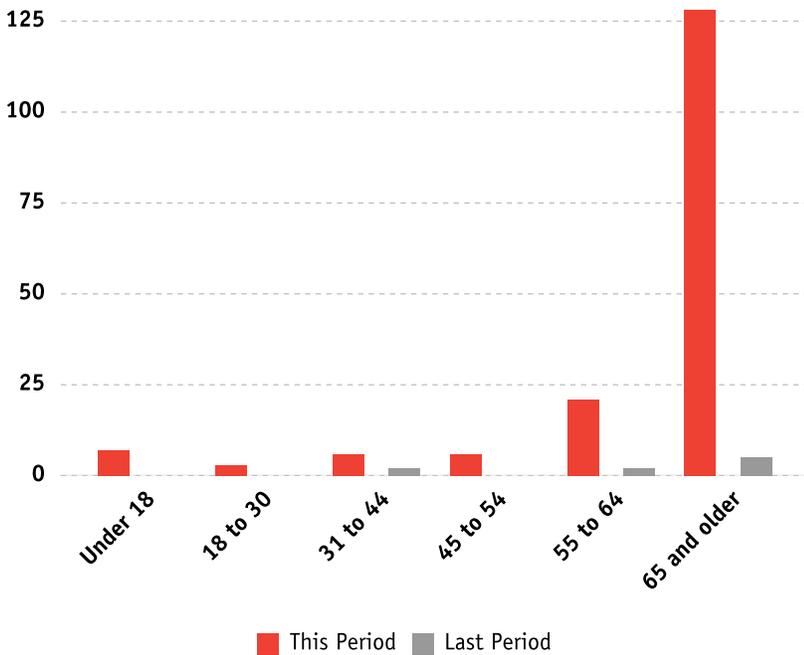




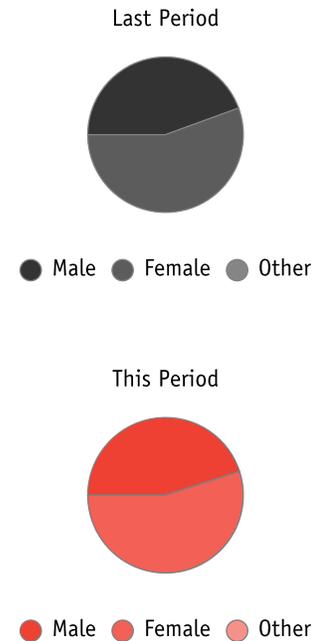
Demographics — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic profile will approximate your service population.

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18		0	0	0	7	6	1	0
18 to 30		0	0	0	3	1	2	0
31 to 44	2	1	1	0	6	3	3	0
45 to 54		0	0	0	6	4	2	0
55 to 64	2	2	0	0	21	6	15	0
65 and older	5	1	4	0	128	57	71	0
Total	9	4	5	0	171	77	94	0

Age Ranges



Gender





Dispatch Analysis

This analysis details the section results that concern dispatcher operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Helpfulness of the person you called for ambulance service



Concern shown by the person you called for ambulance service



Extent to which you were told what to do until the ambulance arrived



Overall Section Score





Ambulance Analysis

This analysis details the section results that concern ambulance operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Extent to which the ambulance arrived in a timely manner



Cleanliness of the ambulance



Comfort of the ride



Skill of the person driving the ambulance



Overall Section Score





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Care shown by the medics who arrived with the ambulance



Degree to which the medics took your problem seriously



Degree to which the medics listened to you and/or your family



Skill of the medics



Extent to which the medics kept you informed about your treatment



Extent to which medics included you in the treatment decisions (if applicable)



Degree to which the medics relieved your pain or discomfort





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Medics' concern for your privacy



Extent to which medics cared for you as a person



Overall Section Score





Billing Staff Assessment Analysis

This analysis details the section results that concern office operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Professionalism of the staff in our ambulance service billing office



Willingness of the staff in our billing office to address your needs



Overall Section Score





Overall Assessment Analysis

This analysis details the section results that concern assessment of operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

How well did our staff work together to care for you



Extent to which our staff eased your entry into the medical facility



Appropriateness of Emergency Medical Transportation treatment



Extent to which the services received were worth the fees charged



Overall rating of the care provided by our Emergency Medical Transportation service



Likelihood of recommending this ambulance service to others



Overall Section Score





Question Analysis

This section lists a synopsis of the information about your individual questions and overall scores for this monthly reporting period. The first column shows the company score from the previous period, the second column shows the change, the third column shows your score for this period and the fourth column shows the total Database score.

Dispatch Analysis

	Last Period	Change	This Period	Total DB
Helpfulness of the person you called for ambulance service	96.43	-5.37	91.06	92.52
Concern shown by the person you called for ambulance service	89.29	2.28	91.57	92.29
Extent to which you were told what to do until the ambulance arrived	92.86	-2.89	89.97	90.85

Ambulance Analysis

	Last Period	Change	This Period	Total DB
Extent to which the ambulance arrived in a timely manner	88.89	2.20	91.09	92.14
Cleanliness of the ambulance	91.67	2.08	93.75	94.02
Comfort of the ride	88.89	-0.39	88.50	88.05
Skill of the person driving the ambulance	91.67	0.59	92.26	93.68

Medic Analysis

	Last Period	Change	This Period	Total DB
Care shown by the medics who arrived with the ambulance	96.43	-5.06	91.37	94.22
Degree to which the medics took your problem seriously	90.63	0.40	91.03	94.00
Degree to which the medics listened to you and/or your family	90.63	0.19	90.82	93.65
Skill of the medics	90.63	1.22	91.85	94.04
Extent to which the medics kept you informed about your treatment	90.63	-0.25	90.38	92.37
Extent to which medics included you in the treatment decisions (if applicable)	85.00	5.20	90.20	92.04
Degree to which the medics relieved your pain or discomfort	87.50	0.81	88.31	90.48
Medics' concern for your privacy	89.29	2.33	91.62	92.94
Extent to which medics cared for you as a person	90.63	1.57	92.20	94.12

Billing Staff Assessment Analysis

	Last Period	Change	This Period	Total DB
Professionalism of the staff in our ambulance service billing office	75.00	12.78	87.78	89.19
Willingness of the staff in our billing office to address your needs	75.00	12.96	87.96	89.21



Question Analysis (Continued)

Overall Assessment Analysis

	Last Period	Change	This Period	Total DB
How well did our staff work together to care for you	85.71	4.34	90.05	93.37
Extent to which our staff eased your entry into the medical facility	87.50	4.01	91.51	93.63
Appropriateness of Emergency Medical Transportation treatment	87.50	3.45	90.95	93.27
Extent to which the services received were worth the fees charged	83.33	4.39	87.72	87.94
Overall rating of the care provided by our Emergency Medical Transportation	90.63	0.94	91.57	93.47
Likelihood of recommending this ambulance service to others	90.63	1.58	92.21	93.08



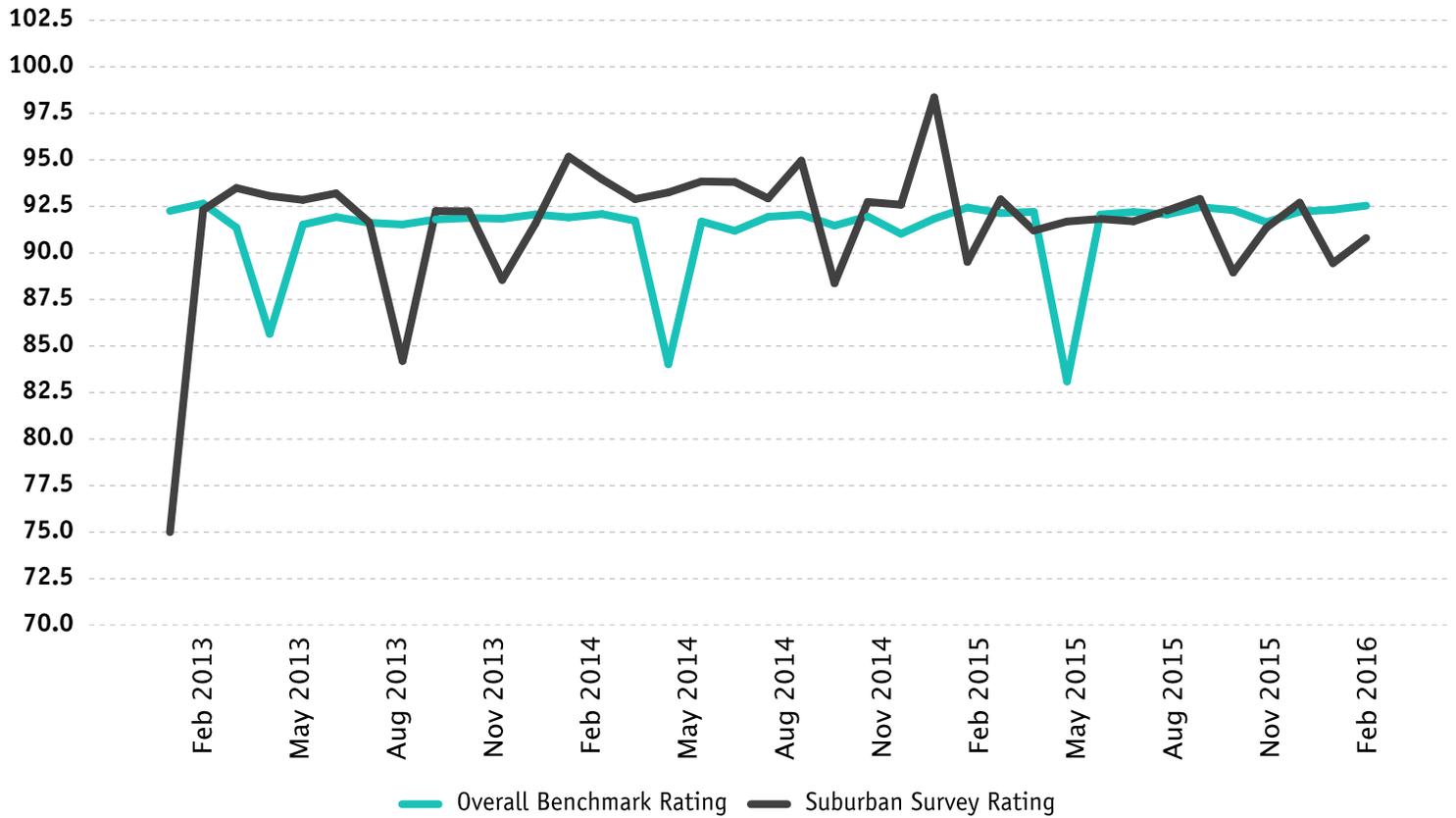
Monthly Breakdown

Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016
Helpfulness of the person you called for ambulance service	89.70	93.22	89.96	93.38	92.73	90.42	90.00	92.52	96.88	92.41	91.80	96.43	91.06
Concern shown by the person you called for ambulance service	91.07	95.34	90.23	92.91	89.53	89.75	95.00	92.89	95.31	92.23	91.54	89.29	91.57
Extent to which you were told what to do until the ambulance	88.09	93.53	88.93	91.04	88.41	87.54	90.00	91.01	95.31	90.91	88.51	92.86	89.97
Extent to which the ambulance arrived in a timely manner	89.63	91.94	91.61	92.23	90.76	87.70	90.00	89.94	90.79	90.42	90.29	88.89	91.09
Cleanliness of the ambulance	91.96	94.17	93.93	94.00	93.55	91.29	95.00	94.23	92.11	93.13	93.49	91.67	93.75
Comfort of the ride	86.92	88.98	88.25	85.47	84.44	84.19	85.00	90.71	88.16	84.16	86.82	88.89	88.50
Skill of the person driving the ambulance	90.64	91.53	92.04	92.67	92.29	92.39	90.00	93.50	87.56	93.21	92.12	91.67	92.26
Care shown by the medics who arrived with the ambulance	90.37	93.30	93.43	94.86	93.21	93.75	93.75	93.93	88.21	93.61	95.29	96.43	91.37
Degree to which the medics took your problem seriously	90.53	94.64	92.05	93.40	93.76	94.12	93.75	94.78	85.63	93.26	95.65	90.63	91.03
Degree to which the medics listened to you and/or your family	90.57	93.30	91.55	92.96	94.51	94.12	93.75	94.78	85.63	92.32	93.84	90.63	90.82
Skill of the medics	90.85	92.86	92.81	93.75	94.24	94.70	93.75	94.23	88.21	91.46	94.93	90.63	91.85
Extent to which the medics kept you informed about your	88.99	92.45	91.28	91.91	92.53	92.86	93.75	92.44	88.94	89.61	92.80	90.63	90.38
Extent to which medics included you in the treatment decisions	87.95	94.05	91.23	91.07	91.91	92.45	93.75	92.63	86.00	89.83	93.97	85.00	90.20
Degree to which the medics relieved your pain or discomfort	87.31	91.84	90.18	88.28	88.66	92.37	93.75	92.54	86.82	89.51	93.46	87.50	88.31
Medics' concern for your privacy	89.30	91.67	92.72	92.42	93.48	93.46	93.75	93.44	88.21	92.12	93.94	89.29	91.62
Extent to which medics cared for you as a person	90.10	93.98	93.14	93.01	93.90	96.09	93.75	94.66	88.21	92.45	95.65	90.63	92.20
Professionalism of the staff in our ambulance service billing	86.72	88.33	85.96	87.50	87.25	86.25	75.00	89.42	95.45	87.29	87.77	75.00	87.78
Willingness of the staff in our billing office to address your	86.39	90.52	85.56	88.64	88.00	84.87	75.00	89.61	95.45	87.82	86.11	75.00	87.96
How well did our staff work together to care for you	90.20	93.52	92.12	92.61	92.42	93.08	93.75	93.36	89.53	92.96	95.08	85.71	90.05
Extent to which our staff eased your entry into the medical	91.68	94.23	92.18	92.50	94.54	93.75	93.75	94.14	88.21	93.68	95.77	87.50	91.51
Appropriateness of Emergency Medical Transportation treatment	89.74	92.45	92.51	91.30	93.45	93.65	93.75	93.06	85.63	90.99	95.38	87.50	90.95
Extent to which the services received were worth the fees	85.92	92.39	88.25	85.03	88.50	87.53	93.75	90.77	87.56	89.86	87.28	83.33	87.72
Overall rating of the care provided by our Emergency Medical	90.44	93.06	92.76	92.03	92.98	94.32	93.75	93.89	84.32	93.35	94.85	90.63	91.57
Likelihood of recommending this ambulance service to others	90.21	95.10	92.00	93.66	94.72	94.63	93.75	93.80	84.32	92.64	94.32	90.63	92.21
Your Master Score	89.52	92.88	91.20	91.69	91.83	91.70	92.27	92.90	88.95	91.36	92.70	89.45	90.80
Your Total Responses	161	67	152	77	103	75	5	148	20	89	76	9	171



Monthly tracking of Overall Survey Score





Key Drivers — This section shows the relative importance of each question to the respondents' overall satisfaction. The greater the coefficient number, the more important the issue is to your patients' overall satisfaction. The questions are arranged based on their weighted importance value.

Question	Your Score	Correlation Coefficient
Degree to which the medics listened to you and/or your family	90.82	.945105217
Extent to which medics included you in the treatment decisions (if applicable)	90.20	.944984478
Overall rating of the care provided by our Emergency Medical Transportation service	91.57	.939873436
Extent to which the medics kept you informed about your treatment	90.38	.938238628
Degree to which the medics took your problem seriously	91.03	.935384324
Extent to which medics cared for you as a person	92.20	.934123245
Degree to which the medics relieved your pain or discomfort	88.31	.93315635
Appropriateness of Emergency Medical Transportation treatment	90.95	.931358533
Medics' concern for your privacy	91.62	.918966985
Skill of the medics	91.85	.91705609
Care shown by the medics who arrived with the ambulance	91.37	.902084815
How well did our staff work together to care for you	90.05	.894683278
Extent to which our staff eased your entry into the medical facility	91.51	.863208274
Likelihood of recommending this ambulance service to others	92.21	.856724436
Extent to which the services received were worth the fees charged	87.72	.848722612
Concern shown by the person you called for ambulance service	91.57	.835163867
Skill of the person driving the ambulance	92.26	.80007289
Helpfulness of the person you called for ambulance service	91.06	.733511352
Cleanliness of the ambulance	93.75	.725012653
Comfort of the ride	88.50	.723465518
Extent to which the ambulance arrived in a timely manner	91.09	.705668532
Willingness of the staff in our billing office to address your needs	87.96	.663701645
Extent to which you were told what to do until the ambulance arrived	89.97	.663668849
Professionalism of the staff in our ambulance service billing office	87.78	.637585455



Company Comparisons — The following chart gives a comparison of the mean score for each question as scored by comparable companies. Your company is highlighted. There is also a green-shaded highlight of the highest score for each question. This will show how you compare to similar companies.

	Your Company	Comparison Companies					
		A	B	C	D	E	F
Helpfulness of the person you called for ambulance service	91.06	92.32	94.23	93.25	93.06	90.20	92.70
Concern shown by the person you called for ambulance service	91.57	92.97	93.94	93.52	92.59	87.02	92.05
Extent to which you were told what to do until the ambulance	89.97	88.98	91.67	94.32	89.44	88.07	89.13
Extent to which the ambulance arrived in a timely manner	91.09	92.91	88.27	95.50	94.44	92.29	93.37
Cleanliness of the ambulance	93.75	93.48	91.12	96.92	95.28	92.92	94.21
Comfort of the ride	88.50	88.06	81.79	86.12	80.21	82.61	85.01
Skill of the person driving the ambulance	92.26	93.66	89.85	95.47	93.75	89.29	92.82
Care shown by the medics who arrived with the ambulance	91.37	95.65	93.27	95.61	95.92	90.95	94.78
Degree to which the medics took your problem seriously	91.03	96.01	93.55	95.23	97.96	89.91	95.22
Degree to which the medics listened to you and/or your family	90.82	96.64	92.07	94.63	97.45	90.35	94.23
Skill of the medics	91.85	96.32	92.43	96.48	96.35	90.25	95.05
Extent to which the medics kept you informed about your	90.38	92.58	90.39	94.77	96.28	88.94	93.10
Extent to which medics included you in the treatment decisions (if	90.20	93.40	90.25	93.00	94.59	86.18	92.22
Degree to which the medics relieved your pain or discomfort	88.31	91.98	90.17	91.33	93.75	84.06	90.43
Medics' concern for your privacy	91.62	93.03	91.38	94.26	94.44	91.36	92.94
Extent to which medics cared for you as a person	92.20	93.85	92.83	96.30	96.35	90.79	94.84
Professionalism of the staff in our ambulance service billing office	87.78	92.24	91.33	85.50	95.59	85.19	84.38
Willingness of the staff in our billing office to address your needs	87.96	93.10	88.40	86.42	95.31	85.19	86.17
How well did our staff work together to care for you	90.05	94.23	92.94	95.31	96.11	86.57	94.10
Extent to which our staff eased your entry into the medical facility	91.51	94.62	94.21	95.93	95.45	87.06	93.54
Appropriateness of Emergency Medical Transportation treatment	90.95	93.25	93.61	95.17	95.00	86.76	92.61
Extent to which the services received were worth the fees charged	87.72	90.91	87.87	88.04	94.74	79.41	88.78
Overall rating of the care provided by our Emergency Medical	91.57	93.18	92.26	95.20	96.20	89.09	93.54
Likelihood of recommending this ambulance service to others	92.21	94.70	90.04	93.25	96.20	88.25	94.66
Overall score	90.80	93.34	91.12	93.83	94.26	88.29	92.40
National Rank	66	27	60	22	17	71	46
Comparable Size (Large) Company Rank	19	6		3			13

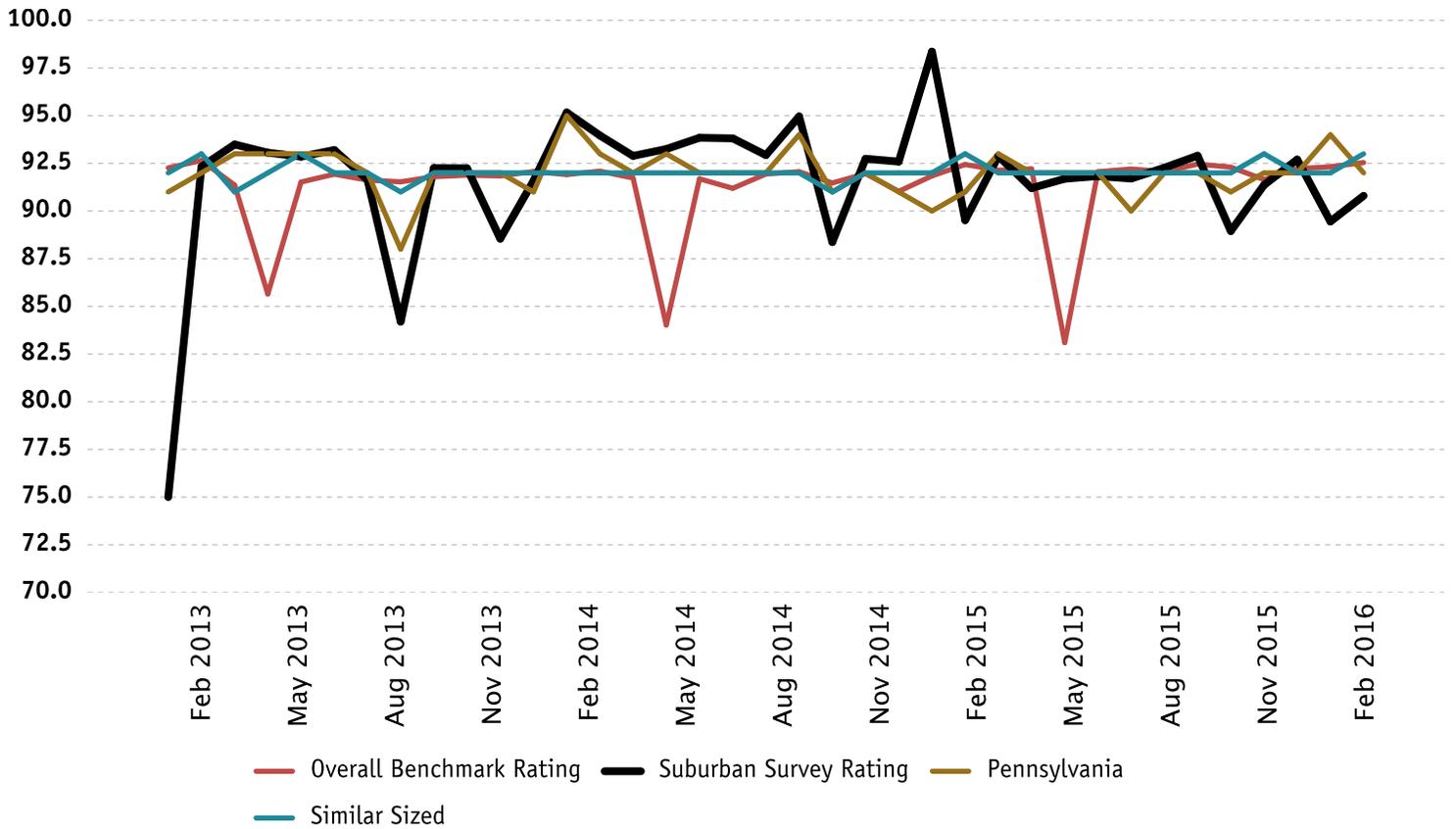


Benchmark Comparison

	Your Company	Total DB	Similar Sized	Pennsylvania
Total Score	90.80	92.27	92.48	92.09
Helpfulness of the person you called for ambulance service	91.06	92.52	92.34	92.75
Concern shown by the person you called for ambulance service	91.57	92.29	92.28	92.61
Extent to which you were told what to do until the ambulance	89.97	90.85	90.95	90.04
Extent to which the ambulance arrived in a timely manner	91.09	92.14	92.36	92.11
Cleanliness of the ambulance	93.75	94.02	94.38	94.26
Comfort of the ride	88.50	88.05	87.77	89.96
Skill of the person driving the ambulance	92.26	93.68	93.97	93.59
Care shown by the medics who arrived with the ambulance	91.37	94.22	94.33	93.40
Degree to which the medics took your problem seriously	91.03	94.00	94.32	93.21
Degree to which the medics listened to you and/or your family	90.82	93.65	93.83	92.89
Skill of the medics	91.85	94.04	94.43	93.40
Extent to which the medics kept you informed about your	90.38	92.37	92.80	91.83
Extent to which medics included you in the treatment decisions	90.20	92.04	92.40	92.19
Degree to which the medics relieved your pain or discomfort	88.31	90.48	90.81	90.77
Medics' concern for your privacy	91.62	92.94	93.19	92.67
Extent to which medics cared for you as a person	92.20	94.12	94.36	93.82
Professionalism of the staff in our ambulance service billing	87.78	89.19	89.10	88.17
Willingness of the staff in our billing office to address your	87.96	89.21	89.55	88.30
How well did our staff work together to care for you	90.05	93.37	93.57	92.36
Extent to which our staff eased your entry into the medical	91.51	93.63	93.79	93.63
Appropriateness of Emergency Medical Transportation treatment	90.95	93.27	93.56	92.71
Extent to which the services received were worth the fees	87.72	87.94	88.38	88.61
Overall rating of the care provided by our Emergency Medical	91.57	93.47	93.69	93.18
Likelihood of recommending this ambulance service to others	92.21	93.08	93.34	93.67
Number of Surveys for the period	171			

Suburban
February 1, 2016 to February 29, 2016

Benchmark Trending Graphic - Below are the monthly scores for your service. It details the overall score for each month as well as your subscribed benchmarks for that month.





Top Box Comparisons

The Top Box Analysis displays the number of responses for the entire survey by question and rating. The Top Box itself shows the percentage of "Very Good" responses, the highest rating, for each question. Next to the company rating is the entire EMS DB rating for those same questions.

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	54	27	40	864	2382	70.75%	74.90%
Dispatch	5	4	5	115	301	70.00%	73.48%
Helpfulness of the person you called for ambulance service	2	1	1	40	104	70.27%	75.07%
Concern shown by the person you called for ambulance service	2	2	0	35	106	73.10%	74.39%
Extent to which you were told what to do until the ambulance arrived	1	1	4	40	91	66.42%	70.97%
Ambulance	3	5	17	153	445	71.43%	73.56%
Extent to which the ambulance arrived in a timely manner	0	2	5	41	112	70.00%	74.09%
Cleanliness of the ambulance	0	0	1	37	118	75.64%	77.97%
Comfort of the ride	2	2	7	42	99	65.13%	64.64%
Skill of the person driving the ambulance	1	1	4	33	116	74.84%	77.56%
Medic	28	11	10	302	932	72.64%	77.71%
Care shown by the medics who arrived with the ambulance	4	1	1	32	115	75.16%	80.77%
Degree to which the medics took your problem seriously	3	2	1	35	112	73.20%	80.58%
Degree to which the medics listened to you and/or your family	4	1	2	33	112	73.68%	79.54%
Skill of the medics	2	2	1	33	112	74.67%	79.71%
Extent to which the medics kept you informed about your treatment	3	2	0	36	99	70.71%	75.30%



Top Box Comparisons (Continued)

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	54	27	40	864	2382	70.75%	74.90%
Extent to which medics included you in the treatment decisions (if applicable)	3	2	0	28	84	71.79%	75.07%
Degree to which the medics relieved your pain or discomfort	4	1	3	35	85	66.41%	71.42%
Medics' concern for your privacy	2	0	1	38	102	71.33%	75.92%
Extent to which medics cared for you as a person	3	0	1	32	111	75.51%	81.05%
Billing Staff Assessment	1	1	2	72	95	55.56%	63.88%
Professionalism of the staff in our ambulance service billing office	0	1	1	38	48	54.55%	63.58%
Willingness of the staff in our billing office to address your needs	1	0	1	34	47	56.63%	64.18%
Overall Assessment	17	6	6	222	609	70.81%	75.98%
How well did our staff work together to care for you	3	2	2	37	104	70.27%	77.44%
Extent to which our staff eased your entry into the medical facility	2	0	1	40	104	70.75%	78.08%
Appropriateness of Emergency Medical Transportation treatment	3	0	1	39	103	70.55%	77.31%
Extent to which the services received were worth the fees charged	4	3	0	39	84	64.62%	66.31%
Overall rating of the care provided by our Emergency Medical Transportation service	3	1	1	33	110	74.32%	78.35%
Likelihood of recommending this ambulance service to others	2	0	1	34	104	73.76%	78.42%

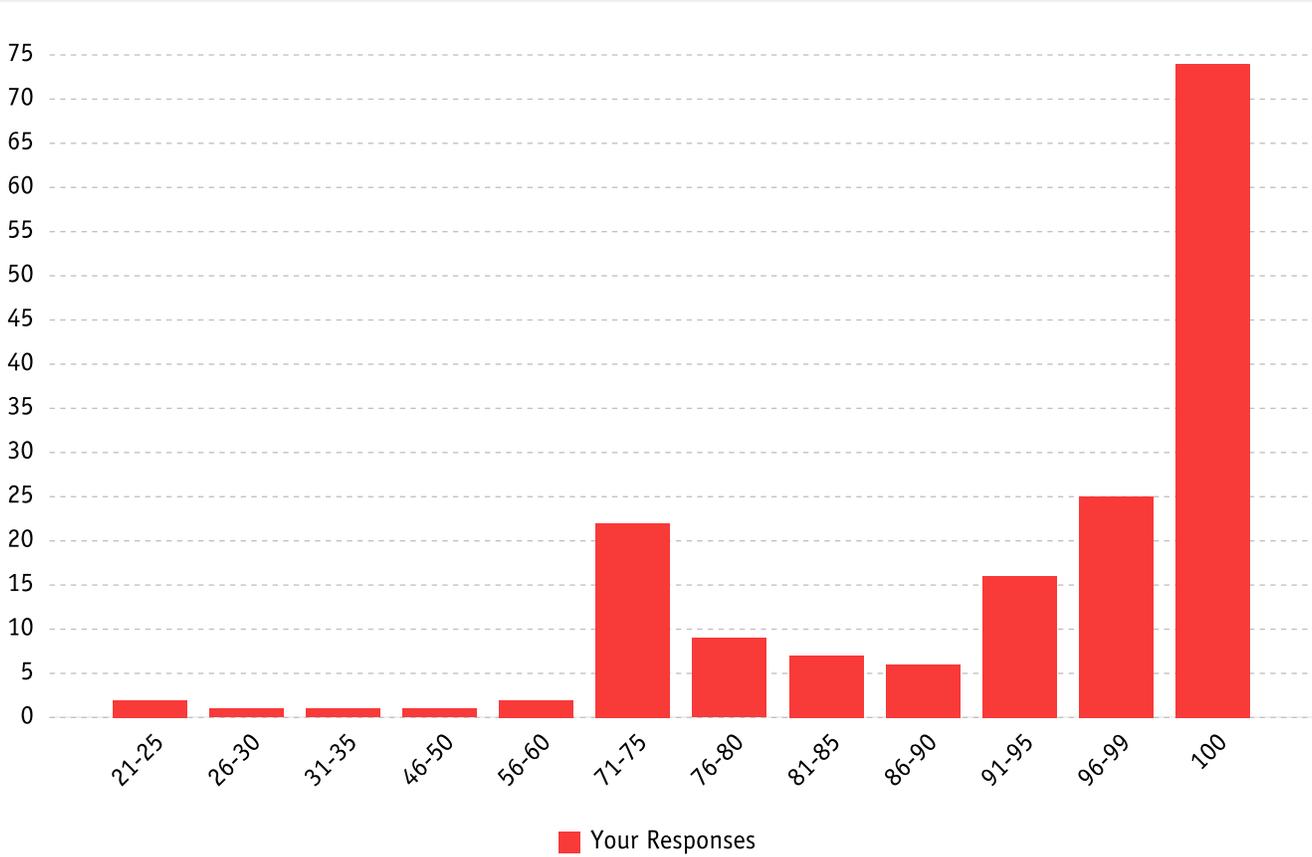


Standard Deviation by Question

	Your Score	Total DB	Company Standard Deviation	Database Standard Deviation	SD Variance
Helpfulness of the person you called for ambulance service	91.06	92.52	16.624	14.904	-1.72
Concern shown by the person you called for ambulance service	91.57	92.29	17.102	15.01	-2.09
Extent to which you were told what to do until the ambulance arrived	89.97	90.85	16.355	16.53	0.17
Extent to which the ambulance arrived in a timely manner	91.09	92.14	15.142	15.113	-0.03
Cleanliness of the ambulance	93.75	94.02	11.189	12.016	0.83
Comfort of the ride	88.50	88.05	18.935	19.047	0.11
Skill of the person driving the ambulance	92.26	93.68	15.403	12.901	-2.50
Care shown by the medics who arrived with the ambulance	91.37	94.22	19.118	13.468	-5.65
Degree to which the medics took your problem seriously	91.03	94.00	18.564	14.071	-4.49
Degree to which the medics listened to you and/or your family	90.82	93.65	19.472	14.621	-4.85
Skill of the medics	91.85	94.04	17.128	13.382	-3.75
Extent to which the medics kept you informed about your	90.38	92.37	18.935	15.44	-3.50
Extent to which medics included you in the treatment decisions (if applicable)	90.20	92.04	20.023	16.318	-3.71
Degree to which the medics relieved your pain or discomfort	88.31	90.48	21.05	17.955	-3.10
Medics' concern for your privacy	91.62	92.94	15.826	14.219	-1.61
Extent to which medics cared for you as a person	92.20	94.12	17.094	14.207	-2.89
Professionalism of the staff in our ambulance service billing office	87.78	89.19	14.594	16.411	1.82
Willingness of the staff in our billing office to address your needs	87.96	89.21	16.105	16.754	0.65
How well did our staff work together to care for you	90.05	93.37	19.126	14.023	-5.10
Extent to which our staff eased your entry into the medical facility	91.51	93.63	15.759	13.528	-2.23
Appropriateness of Emergency Medical Transportation treatment	90.95	93.27	17.421	14.164	-3.26
Extent to which the services received were worth the fees charged	87.72	87.94	21.637	20.185	-1.45
Overall rating of the care provided by our Emergency Medical Transportation service	91.57	93.47	17.943	14.343	-3.60
Likelihood of recommending this ambulance service to others	92.21	93.08	15.711	15.735	0.02
Overall Survey Rating	90.80	92.54	17.34	15.18	-2.16



Responses vs Score Histogram — This graph shows the number of responses on the Y axis vs the average score on the X axis.





'We Care, Every Hour, Every Day'
Serving Northampton and Monroe County PA

April 4, 2016

Dear President Felver, Vice President Werkheiser, Commissioner Coover, Commissioner Lastowski, Commissioner DeYoung and Mr. Schuster:

Please accept the following report for the Month of March:

Pocono Township Responses	Mutual Aid Responses Outside of Township	Total Responses	Average Dispatch to En route Time	Average En route to On Scene Time
117	28	145	1.94 minutes	8.12 minutes

As discussed at the Board of Commissioners meeting on March 21, 2016, we have been working with Chief Werkheiser on the Naloxone program for his department. Since the meeting, we have met with him once again and provided Chief Werkheiser with the documentation needed. We are awaiting final approval from the Chief to proceed with the purchase of 5 naloxone kits.

Sgt. Goucher has also requested a bag valve mask (BVM) for each vehicle as part of their first aid kits. With the help of PMC, we were able to provide 10 of these to the police department.

Cintas has also been through to inspect and restock the Townships first aid kits located throughout several of your buildings. This has been completed and the bill was submitted to us for payment.

If you should have any questions or concerns, please do not hesitate to contact us directly. Thank you for giving us the opportunity to serve you and all of your residents.

Sincerely,

Barry Albertson
Executive Director
Suburban EMS
E-mail: balbertson@suburbanems.org
Office: 610-923-7500
Cell: 610-972-7355

Nick DeWitt
Director of Operations
Suburban EMS
E-mail: ndewitt@suburbanems.org
Office: 610-923-7500
Cell: 570-460-9392

"We Care, Every Hour, Every Day"

Suburban

Palmer, PA

Client 1501



1515 Center Street
Lansing, Mi 48096
1 (877) 583-3100
service@EMSSurveyTeam.com
www.EMSSurveyTeam.com

EMS System Report

January 1, 2016 to March 31, 2016

Your Score

91.37

Number of Your Patients in this Report

216

Number of Patients in this Report

17,169

Number of Transport Services in All EMS DB

114





Executive Summary

This report contains data from **216 Suburban** patients who returned a questionnaire between **01/01/2016** and **03/31/2016**.

The overall mean score for the standard questions was **91.37**; this is a difference of **-1.09** points from the overall EMS database score of **92.46**.

The current score of **91.37** is a change of **-0.28** points from last period's score of **91.65**. This was the **60th** highest overall score for all companies in the database.

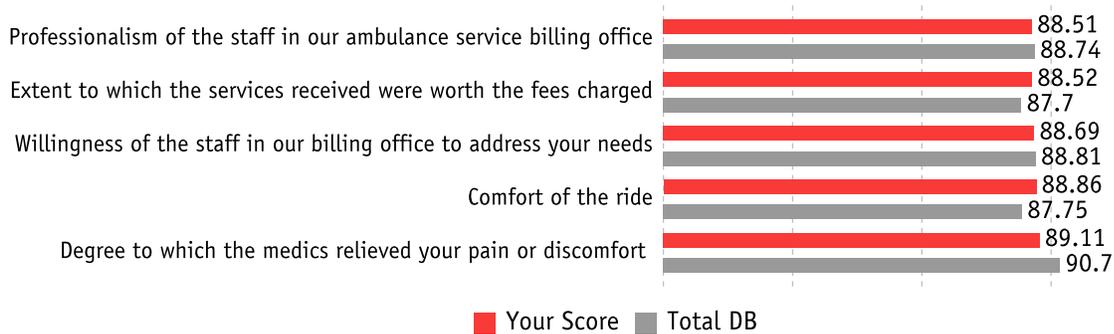
You are ranked **18th** for comparably sized companies in the system.

72.32% of responses to standard questions had a rating of Very Good, the highest rating. **97.88%** of all responses were positive.

5 Highest Scores



5 Lowest Scores

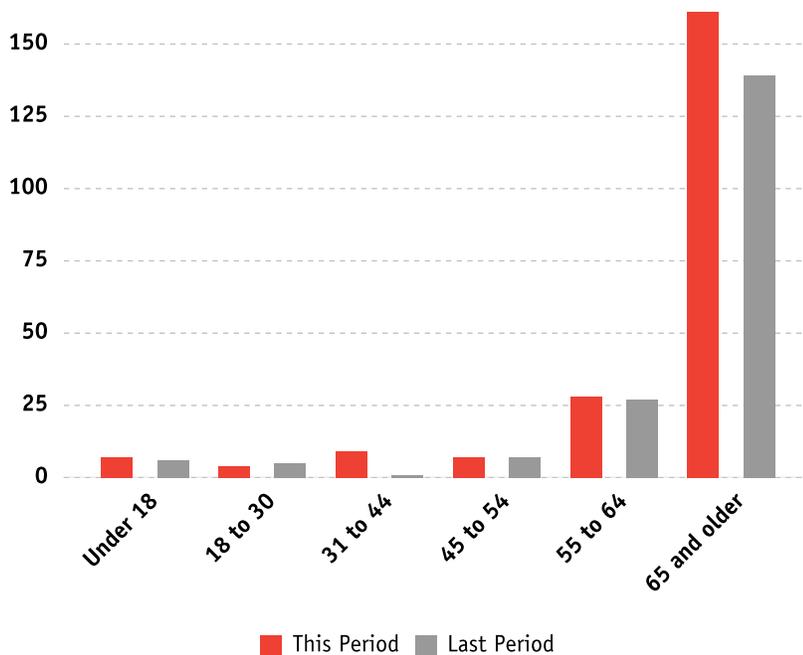




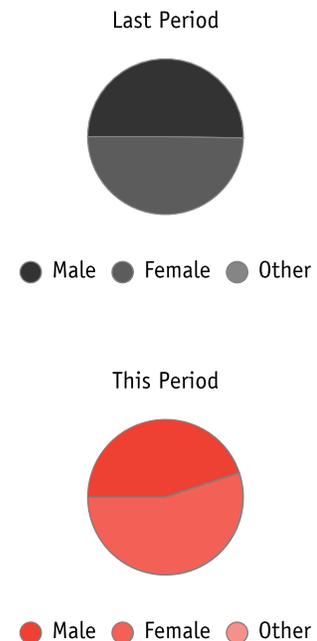
Demographics — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic profile will approximate your service population.

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18	6	4	2	0	7	6	1	0
18 to 30	5	3	2	0	4	2	2	0
31 to 44	1	1	0	0	9	4	5	0
45 to 54	7	4	3	0	7	5	2	0
55 to 64	27	16	11	0	28	9	19	0
65 and older	139	65	74	0	161	71	90	0
Total	185	93	92	0	216	97	119	0

Age Ranges



Gender





Dispatch Analysis

This analysis details the section results that concern dispatcher operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Helpfulness of the person you called for ambulance service



Concern shown by the person you called for ambulance service



Extent to which you were told what to do until the ambulance arrived



Overall Section Score





Ambulance Analysis

This analysis details the section results that concern ambulance operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Extent to which the ambulance arrived in a timely manner



Cleanliness of the ambulance



Comfort of the ride



Skill of the person driving the ambulance



Overall Section Score





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Care shown by the medics who arrived with the ambulance



Degree to which the medics took your problem seriously



Degree to which the medics listened to you and/or your family



Skill of the medics



Extent to which the medics kept you informed about your treatment



Extent to which medics included you in the treatment decisions (if applicable)



Degree to which the medics relieved your pain or discomfort





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Medics' concern for your privacy



Extent to which medics cared for you as a person



Overall Section Score





Billing Staff Assessment Analysis

This analysis details the section results that concern office operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Professionalism of the staff in our ambulance service billing office



Willingness of the staff in our billing office to address your needs



Overall Section Score





Overall Assessment Analysis

This analysis details the section results that concern assessment of operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

How well did our staff work together to care for you



Extent to which our staff eased your entry into the medical facility



Appropriateness of Emergency Medical Transportation treatment



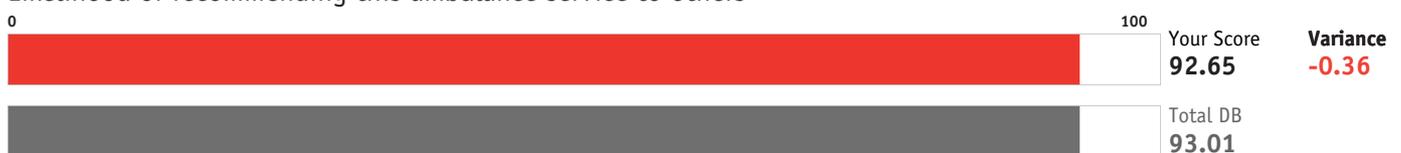
Extent to which the services received were worth the fees charged



Overall rating of the care provided by our Emergency Medical Transportation service



Likelihood of recommending this ambulance service to others



Overall Section Score





Question Analysis

This section lists a synopsis of the information about your individual questions and overall scores for this monthly reporting period. The first column shows the company score from the previous period, the second column shows the change, the third column shows your score for this period and the fourth column shows the total Database score.

Dispatch Analysis

	Last Period	Change	This Period	Total DB
Helpfulness of the person you called for ambulance service	92.61	-1.11	91.50	92.61
Concern shown by the person you called for ambulance service	92.26	-0.17	92.09	92.49
Extent to which you were told what to do until the ambulance arrived	90.35	-0.08	90.27	90.87

Ambulance Analysis

	Last Period	Change	This Period	Total DB
Extent to which the ambulance arrived in a timely manner	90.41	0.58	90.99	91.94
Cleanliness of the ambulance	93.17	0.83	94.00	93.94
Comfort of the ride	85.71	3.15	88.86	87.75
Skill of the person driving the ambulance	92.16	0.40	92.56	93.47

Medic Analysis

	Last Period	Change	This Period	Total DB
Care shown by the medics who arrived with the ambulance	93.69	-1.31	92.38	94.18
Degree to which the medics took your problem seriously	93.38	-1.35	92.03	94.01
Degree to which the medics listened to you and/or your family	92.19	-0.42	91.77	93.66
Skill of the medics	92.54	0.10	92.64	94.05
Extent to which the medics kept you informed about your treatment	90.88	0.42	91.30	92.50
Extent to which medics included you in the treatment decisions (if applicable)	91.17	-0.56	90.61	92.28
Degree to which the medics relieved your pain or discomfort	90.91	-1.80	89.11	90.70
Medics' concern for your privacy	92.41	-0.36	92.05	93.05
Extent to which medics cared for you as a person	93.30	-0.50	92.80	94.14

Billing Staff Assessment Analysis

	Last Period	Change	This Period	Total DB
Professionalism of the staff in our ambulance service billing office	88.34	0.17	88.51	88.74
Willingness of the staff in our billing office to address your needs	87.89	0.80	88.69	88.81



Question Analysis (Continued)

Overall Assessment Analysis

	Last Period	Change	This Period	Total DB
How well did our staff work together to care for you	93.42	-2.95	90.47	93.33
Extent to which our staff eased your entry into the medical facility	93.88	-1.75	92.13	93.47
Appropriateness of Emergency Medical Transportation treatment	92.17	-0.90	91.27	93.27
Extent to which the services received were worth the fees charged	88.52	-0.00	88.52	87.70
Overall rating of the care provided by our Emergency Medical Transportation	92.92	-0.62	92.30	93.42
Likelihood of recommending this ambulance service to others	92.35	0.30	92.65	93.01

Suburban
January 1, 2016 to March 31, 2016



Monthly Breakdown

Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016
Helpfulness of the person you called for ambulance service	93.22	89.96	93.38	92.73	90.42	90.00	92.52	96.88	92.41	91.80	96.43	91.06	92.50
Concern shown by the person you called for ambulance service	95.34	90.23	92.91	89.53	89.75	95.00	92.89	95.31	92.23	91.54	89.29	91.57	95.54
Extent to which you were told what to do until the ambulance	93.53	88.93	91.04	88.41	87.54	90.00	91.01	95.31	90.91	88.51	92.86	89.97	91.07
Extent to which the ambulance arrived in a timely manner	91.94	91.61	92.23	90.76	87.70	90.00	89.94	90.79	90.42	90.29	88.89	91.09	91.03
Cleanliness of the ambulance	94.17	93.93	94.00	93.55	91.29	95.00	94.23	92.11	93.13	93.49	91.67	93.75	95.71
Comfort of the ride	88.98	88.25	85.47	84.44	84.19	85.00	90.71	88.16	84.16	86.82	88.89	88.50	90.44
Skill of the person driving the ambulance	91.53	92.04	92.67	92.29	92.39	90.00	93.50	87.56	93.21	92.12	91.67	92.26	94.12
Care shown by the medics who arrived with the ambulance	93.30	93.43	94.86	93.21	93.75	93.75	93.93	88.21	93.61	95.29	96.43	91.37	96.21
Degree to which the medics took your problem seriously	94.64	92.05	93.40	93.76	94.12	93.75	94.78	85.63	93.26	95.65	90.63	91.03	96.97
Degree to which the medics listened to you and/or your family	93.30	91.55	92.96	94.51	94.12	93.75	94.78	85.63	92.32	93.84	90.63	90.82	96.77
Skill of the medics	92.86	92.81	93.75	94.24	94.70	93.75	94.23	88.21	91.46	94.93	90.63	91.85	96.88
Extent to which the medics kept you informed about your	92.45	91.28	91.91	92.53	92.86	93.75	92.44	88.94	89.61	92.80	90.63	90.38	96.30
Extent to which medics included you in the treatment decisions	94.05	91.23	91.07	91.91	92.45	93.75	92.63	86.00	89.83	93.97	85.00	90.20	93.79
Degree to which the medics relieved your pain or discomfort	91.84	90.18	88.28	88.66	92.37	93.75	92.54	86.82	89.51	93.46	87.50	88.31	93.79
Medics' concern for your privacy	91.67	92.72	92.42	93.48	93.46	93.75	93.44	88.21	92.12	93.94	89.29	91.62	94.83
Extent to which medics cared for you as a person	93.98	93.14	93.01	93.90	96.09	93.75	94.66	88.21	92.45	95.65	90.63	92.20	96.09
Professionalism of the staff in our ambulance service billing	88.33	85.96	87.50	87.25	86.25	75.00	89.42	95.45	87.29	87.77	75.00	87.78	93.75
Willingness of the staff in our billing office to address your	90.52	85.56	88.64	88.00	84.87	75.00	89.61	95.45	87.82	86.11	75.00	87.96	93.75
How well did our staff work together to care for you	93.52	92.12	92.61	92.42	93.08	93.75	93.36	89.53	92.96	95.08	85.71	90.05	93.55
Extent to which our staff eased your entry into the medical	94.23	92.18	92.50	94.54	93.75	93.75	94.14	88.21	93.68	95.77	87.50	91.51	96.55
Appropriateness of Emergency Medical Transportation treatment	92.45	92.51	91.30	93.45	93.65	93.75	93.06	85.63	90.99	95.38	87.50	90.95	93.97
Extent to which the services received were worth the fees	92.39	88.25	85.03	88.50	87.53	93.75	90.77	87.56	89.86	87.28	83.33	87.72	93.52
Overall rating of the care provided by our Emergency Medical	93.06	92.76	92.03	92.98	94.32	93.75	93.89	84.32	93.35	94.85	90.63	91.57	96.09
Likelihood of recommending this ambulance service to others	95.10	92.00	93.66	94.72	94.63	93.75	93.80	84.32	92.64	94.32	90.63	92.21	95.16
Your Master Score	92.88	91.20	91.69	91.83	91.70	92.27	92.90	88.95	91.36	92.70	89.45	90.80	94.54
Your Total Responses	67	152	77	103	75	5	148	20	89	76	9	171	36



Greatest Increase and Decrease in Scores by Question

	Last Period	This Period	Change	Total DB Score
Increases				
Comfort of the ride	85.71	88.86	3.15	87.75
Cleanliness of the ambulance	93.17	94.00	0.83	93.94
Willingness of the staff in our billing office to address your needs	87.89	88.69	0.80	88.81
Extent to which the ambulance arrived in a timely manner	90.41	90.99	0.58	91.94
Extent to which the medics kept you informed about your treatment	90.88	91.30	0.42	92.50
Skill of the person driving the ambulance	92.16	92.56	0.40	93.47
Likelihood of recommending this ambulance service to others	92.35	92.65	0.30	93.01
Professionalism of the staff in our ambulance service billing office	88.34	88.51	0.18	88.74
Skill of the medics	92.54	92.64	0.10	94.05
Extent to which the services received were worth the fees charged	88.52	88.52	0.00	87.70
Decreases				
How well did our staff work together to care for you	93.42	90.47	-2.94	93.33
Degree to which the medics relieved your pain or discomfort	90.91	89.11	-1.79	90.70
Extent to which our staff eased your entry into the medical facility	93.88	92.13	-1.75	93.47
Degree to which the medics took your problem seriously	93.38	92.03	-1.36	94.01
Care shown by the medics who arrived with the ambulance	93.69	92.38	-1.31	94.18
Helpfulness of the person you called for ambulance service	92.61	91.50	-1.11	92.61
Appropriateness of Emergency Medical Transportation treatment	92.17	91.27	-0.89	93.27
Overall rating of the care provided by our Emergency Medical Transportation service	92.92	92.30	-0.62	93.42
Extent to which medics included you in the treatment decisions (if applicable)	91.17	90.61	-0.56	92.28
Extent to which medics cared for you as a person	93.30	92.80	-0.51	94.14



Greatest Scores Above Benchmarks by Question

Highest Above Benchmark	This Period	Variance	Total DB Score
Cleanliness of the ambulance	94	0.06	93.94
Comfort of the ride	88.86	1.11	87.75
Extent to which the services received were worth the fees charged	88.52	0.82	87.7





Highest and Lowest Scores

	Last Period	This Period	Change	Total DB Score
Highest Scores				
Cleanliness of the ambulance	93.17	94.00	0.83	93.94
Extent to which medics cared for you as a person	93.30	92.80	-0.50	94.14
Likelihood of recommending this ambulance service to others	92.35	92.65	0.30	93.01
Skill of the medics	92.54	92.64	0.10	94.05
Skill of the person driving the ambulance	92.16	92.56	0.40	93.47

	Last Period	This Period	Change	Total DB Score
Lowest Scores				
Professionalism of the staff in our ambulance service billing office	88.34	88.51	0.17	88.74
Extent to which the services received were worth the fees charged	88.52	88.52	0.00	87.70
Willingness of the staff in our billing office to address your needs	87.89	88.69	0.80	88.81
Comfort of the ride	85.71	88.86	3.15	87.75
Degree to which the medics relieved your pain or discomfort	90.91	89.11	-1.80	90.70



Key Drivers — This section shows the relative importance of each question to the respondents' overall satisfaction. The greater the coefficient number, the more important the issue is to your patients' overall satisfaction. The questions are arranged based on their weighted importance value.

Question	Your Score	Correlation Coefficient
Extent to which medics included you in the treatment decisions (if applicable)	90.61	.946880459
Degree to which the medics listened to you and/or your family	91.77	.94371155
Extent to which the medics kept you informed about your treatment	91.30	.938854721
Degree to which the medics relieved your pain or discomfort	89.11	.935200854
Extent to which medics cared for you as a person	92.80	.93491848
Appropriateness of Emergency Medical Transportation treatment	91.27	.934234442
Overall rating of the care provided by our Emergency Medical Transportation service	92.30	.931174589
Medics' concern for your privacy	92.05	.925905198
Degree to which the medics took your problem seriously	92.03	.925654673
Skill of the medics	92.64	.905624816
Care shown by the medics who arrived with the ambulance	92.38	.899178331
How well did our staff work together to care for you	90.47	.887107723
Likelihood of recommending this ambulance service to others	92.65	.870436734
Extent to which our staff eased your entry into the medical facility	92.13	.852869723
Extent to which the services received were worth the fees charged	88.52	.845992051
Concern shown by the person you called for ambulance service	92.09	.824809082
Skill of the person driving the ambulance	92.56	.803969074
Cleanliness of the ambulance	94.00	.740429403
Helpfulness of the person you called for ambulance service	91.50	.732304703
Comfort of the ride	88.86	.718240743
Willingness of the staff in our billing office to address your needs	88.69	.701359801
Extent to which the ambulance arrived in a timely manner	90.99	.698632193
Professionalism of the staff in our ambulance service billing office	88.51	.681869628
Extent to which you were told what to do until the ambulance arrived	90.27	.652553963



Company Comparisons — The following chart gives a comparison of the mean score for each question as scored by comparable companies. Your company is highlighted. There is also a green-shaded highlight of the highest score for each question. This will show how you compare to similar companies.

	Your Company	Comparison Companies					
		A	B	C	D	E	F
Helpfulness of the person you called for ambulance service	91.50	92.12	91.20	94.02	94.92	91.84	92.25
Concern shown by the person you called for ambulance service	92.09	91.00	90.26	94.32	93.99	91.10	91.47
Extent to which you were told what to do until the ambulance	90.27	87.86	88.17	93.26	93.10	90.58	89.11
Extent to which the ambulance arrived in a timely manner	90.99	90.90	87.65	94.69	93.37	92.21	91.13
Cleanliness of the ambulance	94.00	91.77	91.01	95.71	94.96	94.32	92.99
Comfort of the ride	88.86	86.07	82.23	87.10	83.21	86.02	85.95
Skill of the person driving the ambulance	92.56	91.36	90.12	94.93	94.51	92.70	91.24
Care shown by the medics who arrived with the ambulance	92.38	93.22	91.18	94.99	95.90	94.02	93.35
Degree to which the medics took your problem seriously	92.03	92.28	91.73	94.43	97.31	93.24	93.49
Degree to which the medics listened to you and/or your family	91.77	92.91	90.48	94.14	96.49	92.90	92.47
Skill of the medics	92.64	93.32	90.99	95.83	96.61	93.72	93.04
Extent to which the medics kept you informed about your	91.30	90.37	89.33	93.65	95.61	92.37	91.71
Extent to which medics included you in the treatment decisions (if	90.61	91.61	88.29	92.54	94.39	92.29	91.84
Degree to which the medics relieved your pain or discomfort	89.11	90.20	87.69	90.82	92.92	90.31	88.39
Medics' concern for your privacy	92.05	91.62	89.73	93.37	93.75	93.43	91.67
Extent to which medics cared for you as a person	92.80	92.31	91.09	94.56	96.82	93.97	93.16
Professionalism of the staff in our ambulance service billing office	88.51	88.57	90.06	87.92	95.93	89.86	87.96
Willingness of the staff in our billing office to address your needs	88.69	86.80	88.41	88.29	95.93	89.66	89.05
How well did our staff work together to care for you	90.47	91.03	90.20	94.34	96.88	91.75	92.76
Extent to which our staff eased your entry into the medical facility	92.13	91.46	90.90	94.61	96.53	92.10	92.59
Appropriateness of Emergency Medical Transportation treatment	91.27	91.12	90.95	94.11	95.41	92.06	92.19
Extent to which the services received were worth the fees charged	88.52	88.24	84.89	85.67	92.90	85.42	87.46
Overall rating of the care provided by our Emergency Medical	92.30	91.47	90.52	94.09	96.90	92.93	92.55
Likelihood of recommending this ambulance service to others	92.65	92.33	88.77	93.03	96.56	91.43	92.70
Overall score	91.37	91.02	89.39	93.27	94.71	91.82	91.42
National Rank	60	64	76	25	9	50	59
Comparable Size (Large) Company Rank	18	19		5			17



Benchmark Comparison

	Your Company	Total DB	Similar Sized	Pennsylvania
Total Score	91.37	92.46	92.31	92.59
Helpfulness of the person you called for ambulance service	91.50	92.61	92.59	92.57
Concern shown by the person you called for ambulance service	92.09	92.49	92.55	92.23
Extent to which you were told what to do until the ambulance	90.27	90.87	90.88	90.11
Extent to which the ambulance arrived in a timely manner	90.99	91.94	92.15	91.77
Cleanliness of the ambulance	94.00	93.94	94.04	93.99
Comfort of the ride	88.86	87.75	87.63	89.34
Skill of the person driving the ambulance	92.56	93.47	93.56	93.65
Care shown by the medics who arrived with the ambulance	92.38	94.18	94.24	94.33
Degree to which the medics took your problem seriously	92.03	94.01	94.19	94.12
Degree to which the medics listened to you and/or your family	91.77	93.66	93.69	93.88
Skill of the medics	92.64	94.05	94.16	94.19
Extent to which the medics kept you informed about your	91.30	92.50	92.60	92.76
Extent to which medics included you in the treatment decisions	90.61	92.28	92.38	93.06
Degree to which the medics relieved your pain or discomfort	89.11	90.70	90.75	91.82
Medics' concern for your privacy	92.05	93.05	93.02	93.28
Extent to which medics cared for you as a person	92.80	94.14	94.16	94.21
Professionalism of the staff in our ambulance service billing	88.51	88.74	88.84	89.48
Willingness of the staff in our billing office to address your	88.69	88.81	89.12	89.54
How well did our staff work together to care for you	90.47	93.33	93.38	93.26
Extent to which our staff eased your entry into the medical	92.13	93.47	93.54	93.76
Appropriateness of Emergency Medical Transportation treatment	91.27	93.27	93.35	93.20
Extent to which the services received were worth the fees	88.52	87.70	87.96	89.48
Overall rating of the care provided by our Emergency Medical	92.30	93.42	93.58	93.99
Likelihood of recommending this ambulance service to others	92.65	93.01	93.18	94.19
Number of Surveys for the period	216			



Cumulative Comparisons

This section lists a synopsis of the information about your individual questions and overall scores over the entire lifetime of the dataset. The first column shows the company score and the second column details the total database score.

	Your Score	Total DB
Overall Facility Rating	92.13	91.67
Dispatch	91.51	91.46
Helpfulness of the person you called for ambulance service	92.34	92.22
Concern shown by the person you called for ambulance service	92.11	91.93
Extent to which you were told what to do until the ambulance	90.08	90.22
Ambulance	91.72	91.26
Extent to which the ambulance arrived in a timely manner	91.01	91.59
Cleanliness of the ambulance	94.07	93.77
Comfort of the ride	88.40	87.01
Skill of the person driving the ambulance	93.38	92.69
Medic	92.98	92.68
Care shown by the medics who arrived with the ambulance	93.86	93.70
Degree to which the medics took your problem seriously	93.88	93.60
Degree to which the medics listened to you and/or your family	93.41	93.34
Skill of the medics	94.06	93.77
Extent to which the medics kept you informed about your treatment	92.06	91.79
Extent to which medics included you in the treatment decisions (if	91.93	91.60
Degree to which the medics relieved your pain or discomfort	90.74	90.21
Medics' concern for your privacy	92.93	92.57


Cumulative Comparisons (Continued)

	Your Score	Total DB
Overall Facility Rating	92.13	91.67
Medic	92.98	92.68
Extent to which medics cared for you as a person	93.92	93.53
Billing Staff Assessment	88.7	88.06
Professionalism of the staff in our ambulance service billing office	88.64	88.04
Willingness of the staff in our billing office to address your needs	88.75	88.08
Overall Assessment	92.59	91.74
How well did our staff work together to care for you	93.08	92.76
Extent to which our staff eased your entry into the medical facility	93.66	92.96
Appropriateness of Emergency Medical Transportation treatment	92.99	92.71
Extent to which the services received were worth the fees charged	89.09	86.60
Overall rating of the care provided by our Emergency Medical	93.35	92.88
Likelihood of recommending this ambulance service to others	93.35	92.53



Top Box Comparisons

The Top Box Analysis displays the number of responses for the entire survey by question and rating. The Top Box itself shows the percentage of "Very Good" responses, the highest rating, for each question. Next to the company rating is the entire EMS DB rating for those same questions.

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	58	32	55	1031	3073	72.32%	75.21%
Dispatch	5	5	6	140	381	70.95%	73.95%
Helpfulness of the person you called for ambulance service	2	2	1	47	133	71.89%	75.54%
Concern shown by the person you called for ambulance service	2	2	0	43	133	73.89%	75.03%
Extent to which you were told what to do until the ambulance arrived	1	1	5	50	115	66.86%	71.28%
Ambulance	5	5	22	189	577	72.31%	73.55%
Extent to which the ambulance arrived in a timely manner	2	2	5	50	146	71.22%	73.90%
Cleanliness of the ambulance	0	0	1	46	153	76.50%	78.06%
Comfort of the ride	2	2	11	51	129	66.15%	64.56%
Skill of the person driving the ambulance	1	1	5	42	149	75.25%	77.66%
Medic	30	13	14	349	1207	74.83%	78.37%
Care shown by the medics who arrived with the ambulance	4	1	2	36	150	77.72%	80.86%
Degree to which the medics took your problem seriously	3	2	2	40	147	75.77%	81.08%
Degree to which the medics listened to you and/or your family	4	1	3	38	145	75.92%	80.05%
Skill of the medics	2	2	1	40	145	76.32%	80.26%
Extent to which the medics kept you informed about your treatment	3	2	1	41	128	73.14%	76.13%



Top Box Comparisons (Continued)

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	58	32	55	1031	3073	72.32%	75.21%
Extent to which medics included you in the treatment decisions (if applicable)	4	2	0	33	107	73.29%	76.29%
Degree to which the medics relieved your pain or discomfort	5	1	3	40	109	68.99%	72.32%
Medics' concern for your privacy	2	1	1	44	131	73.18%	76.78%
Extent to which medics cared for you as a person	3	1	1	37	145	77.54%	81.57%
Billing Staff Assessment	1	1	4	84	127	58.53%	63.25%
Professionalism of the staff in our ambulance service billing office	0	1	2	44	64	57.66%	62.89%
Willingness of the staff in our billing office to address your needs	1	0	2	40	63	59.43%	63.60%
Overall Assessment	17	8	9	269	781	72.05%	76.20%
How well did our staff work together to care for you	3	2	3	47	131	70.43%	77.71%
Extent to which our staff eased your entry into the medical facility	2	0	1	48	133	72.28%	78.11%
Appropriateness of Emergency Medical Transportation treatment	3	1	1	47	131	71.58%	77.72%
Extent to which the services received were worth the fees charged	4	3	1	48	107	65.64%	66.14%
Overall rating of the care provided by our Emergency Medical Transportation service	3	1	2	39	143	76.06%	78.76%
Likelihood of recommending this ambulance service to others	2	1	1	40	136	75.56%	78.76%

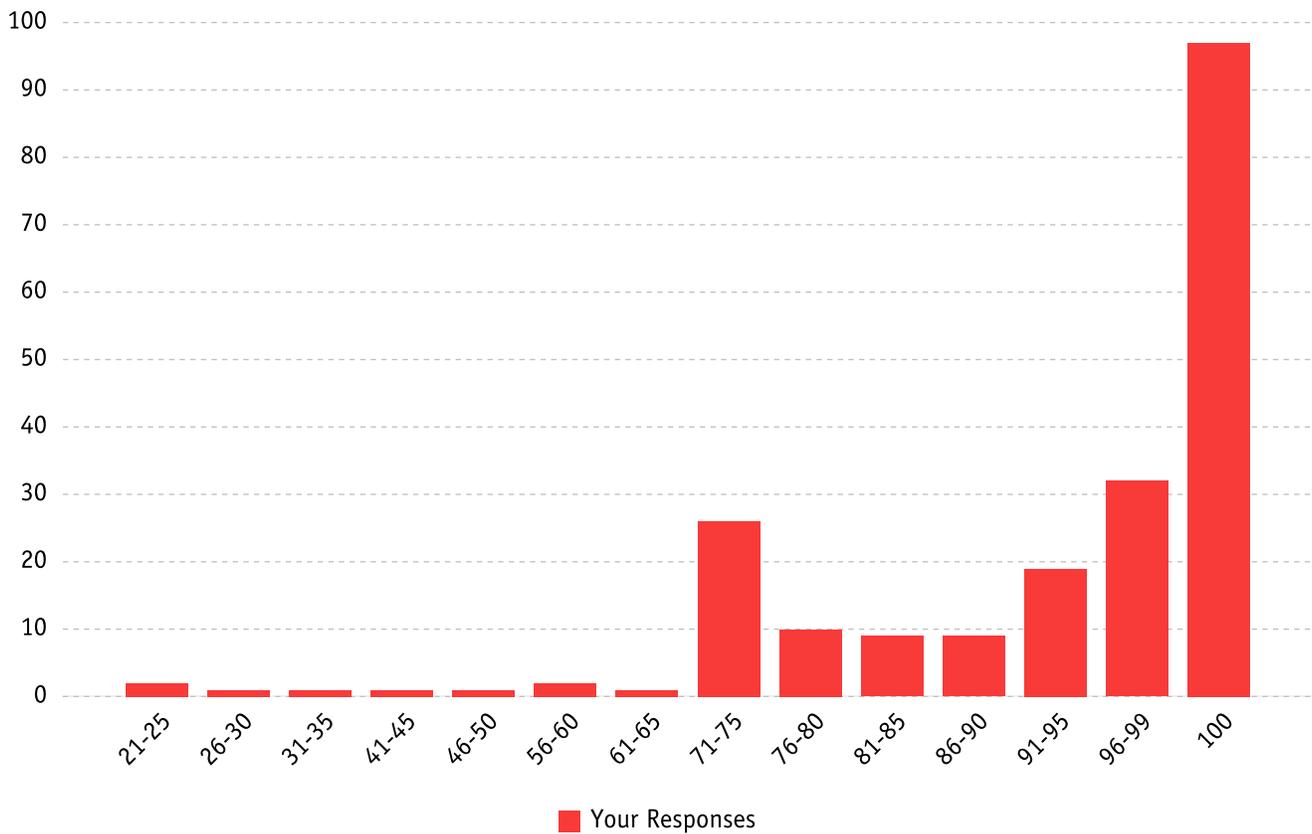


Standard Deviation by Question

	Your Score	Total DB	Company Standard Deviation	Database Standard Deviation	SD Variance
Helpfulness of the person you called for ambulance service	91.50	92.61	16.333	14.971	-1.36
Concern shown by the person you called for ambulance service	92.09	92.49	16.069	14.859	-1.21
Extent to which you were told what to do until the ambulance arrived	90.27	90.87	15.79	16.741	0.95
Extent to which the ambulance arrived in a timely manner	90.99	91.94	16.812	15.667	-1.14
Cleanliness of the ambulance	94.00	93.94	10.966	12.39	1.42
Comfort of the ride	88.86	87.75	18.399	19.725	1.33
Skill of the person driving the ambulance	92.56	93.47	14.771	13.83	-0.94
Care shown by the medics who arrived with the ambulance	92.38	94.18	17.795	13.756	-4.04
Degree to which the medics took your problem seriously	92.03	94.01	17.338	14.484	-2.85
Degree to which the medics listened to you and/or your family	91.77	93.66	18.184	14.945	-3.24
Skill of the medics	92.64	94.05	15.905	13.763	-2.14
Extent to which the medics kept you informed about your	91.30	92.50	17.815	15.539	-2.28
Extent to which medics included you in the treatment decisions (if applicable)	90.61	92.28	19.967	16.435	-3.53
Degree to which the medics relieved your pain or discomfort	89.11	90.70	20.807	17.926	-2.88
Medics' concern for your privacy	92.05	93.05	15.663	14.467	-1.20
Extent to which medics cared for you as a person	92.80	94.14	16.506	14.488	-2.02
Professionalism of the staff in our ambulance service billing office	88.51	88.74	14.544	17.122	2.58
Willingness of the staff in our billing office to address your needs	88.69	88.81	15.733	17.328	1.60
How well did our staff work together to care for you	90.47	93.33	18.057	14.302	-3.76
Extent to which our staff eased your entry into the medical facility	92.13	93.47	14.874	14.10	-0.77
Appropriateness of Emergency Medical Transportation treatment	91.27	93.27	17.013	14.508	-2.50
Extent to which the services received were worth the fees charged	88.52	87.70	20.29	20.796	0.51
Overall rating of the care provided by our Emergency Medical Transportation service	92.30	93.42	16.832	14.778	-2.05
Likelihood of recommending this ambulance service to others	92.65	93.01	15.457	16.191	0.73
Overall Survey Rating	91.37	92.46	16.75	15.55	-1.2



Responses vs Score Histogram — This graph shows the number of responses on the Y axis vs the average score on the X axis.





Facilities in Database

Adair EMS	Kirksville, MO	Air San Juan Island	Friday Harbor, WA
Alliance Health	null	Alliance Mobile Health	Troy, MI
AMT	Peoria, IL	Bay State	Springfield, MA
Bay Village	Bay Village, OH	Bay Village Employee	null
Beaumont	Troy, MI	Birmingham Fire	Birmingham, MI
Bloomfield Township	Bloomfield Hills, MI	Carilion Clinic	Roanoke, VA
Cetronia	Allentown, PA	City of Palo Alto	Palo Alto, CA
Columbus Connection	Cols, OH	Community Ambulance	Macon, GA
Community Care EMS	Ashtabula, OH	Community Care EMS	null
Community EMS MI	Southfield, MI	Community EMS OH	Columbus, OH
CoxHealth EMS	Springfield, MO	Cumberland	Carlisle, PA
Cy-Fair	Houston, TX	Cypress Creek	Spring, TX
DMC Care	Detroit, MI	Edward	Naperville, IL
Emergent Health Partners	Ann Arbor, MI	Emergent Health Partners	null
Employee Survey Emergent	null	Employee Survey-LifeCare	null
Emp.Survey Medstar	null	EMSA	Oklahoma City, OK
Escalon Ambulance Service	Escalon, CA	Ferndale Fire and Rescue	Ferndale, MI
Genesis Community	Zanesville, OH	Gold Cross	Menasha, WI
Guilford EMS	Greensboro, NC	Harris County Emergency	Houston, TX
Health East	St. Paul, MN	Health Link	Taylor, MI
HEMSI	Huntsville, AL	Hennepin County EMS	Minneapolis, MN
Hot Springs	Hot Springs, AR	Hot Springs Village	Hot Springs, AR
Howard County	Nashville, AR	Humboldt	Winnemucca, NV
HVA	null	Iosco County EMS	East Tawas, MI
Lassen County Ambulance	Susanville, CA	LifeCare Ambulance	Battle Creek, MI
LifeCare Medical EMS	Sterling, CO	Life EMS Ambulance	Grand Rapids, MI
LifeNet EMS	Texarkana, TX	Loyola Medicine Transport	Melrose Park, IL
Madison Heights Fire	Madison Heights, MI	Malvern	Malvern, AR
MCHD	Conroe, TX	Medcare Ambulance	Columbus, OH
Medic 1 Ambulance	Canton, MI	Medic Ambulance Service	Vallejo, CA
Medic Ambulance Service	Vallejo, CA	Medic EMS	Davenport, IA
Medstar	Clinton Twp., MI	Medstar Mobile Healthcare	Fort Worth, TX
Medstar Mobile Healthcare	null	Mercy Flights	Medford, OR
Mercy Ohio	Cincinnati, OH	Metro West	Hillsboro, OR
MMR	null	Mobile Life Support	New Windsor, NY
Mobile Life Support	New Windsor, NY	Mobile Medical Response	Saginaw, MI
MONOC	Neptune, NJ	Nature Coast	Lecanto, FL
North Memorial	Robbinsdale, MN	Northwell Health	Syosset, NY
Oceana	Hart, MI	Patterson District	Patterson, CA
Pearland EMS	Pearland, TX	Portage County	Stevens Point, WI
Pro EMS	Cambridge, MA	ProMed	Muskegon, MI
Prompt Ambulance	Highland, IN	PTS	Loveland, OH
Puckett	Austell, GA	Regional EMS	Flint, MI
REMSA	Reno, NV	REMSA Air Transport	Reno, NV

Ridgefield Fire Department	Ridgefield, CT	Riggs Ambulance	Merced, CA
Royal Oak Fire Department	Royal Oak, MI	San Juan Island	Friday Harbor, WA
San Marcos Hays County	San Marcos, TX	Scott & White	Temple, TX
Senior Care	Bronx, NY	Sioux Land	Sioux City, IA
SkyHeath	Syossett, NY	SMCAS	Niles, MI
Snohomish County Fire	Snohomish, WA	Southfield	Southfield, MI
St. Charles	St. Peters, MO	Stillwater	Stillwater, OK
Suburban	Palmer, PA	Swartz	Flint, MI
Texarkana	Texarkana, TX	Tri-Hospital	Port Huron, MI
Umpqua Health Alliance	null	University Medical Center	Lubbock, TX
Van Buren EMS	Paw Paw, MI	Waterford Regional Fire	Waterford, MI
West Bloomfield Fire	West Bloomfield, MI	WestSide Community	Newman, CA
York Regional EMS	Yoe, PA	null	null

Suburban

Palmer, PA

Client 1501



Assess Your Vitals

1515 Center Street

Lansing, Mi 48096

1 (877) 583-3100

service@EMSSurveyTeam.com

www.EMSSurveyTeam.com

EMS System Report

March 1, 2016 to March 31, 2016

Your Score

94.54

Number of Your Patients in this Report

36

Number of Patients in this Report

5,891

Number of Transport Services in All EMS DB

114





Executive Summary

This report contains data from **36 Suburban** patients who returned a questionnaire between **03/01/2016** and **03/31/2016**.

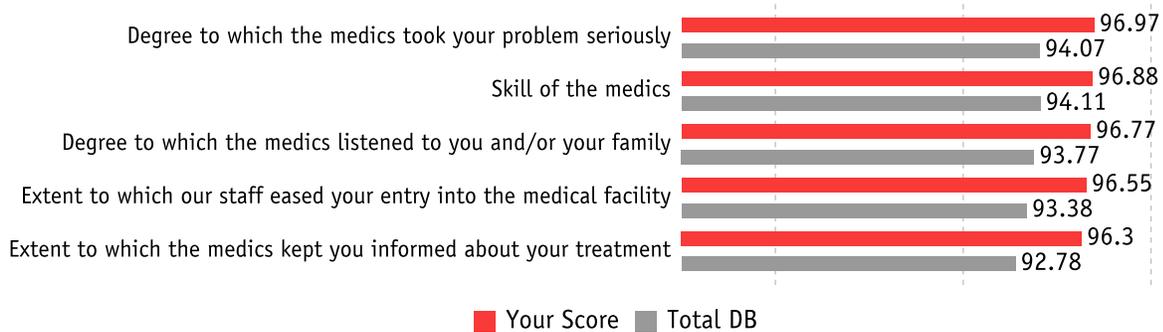
The overall mean score for the standard questions was **94.54**; this is a difference of **1.98** points from the overall EMS database score of **92.56**.

The current score of **94.54** is a change of **3.74** points from last period's score of **90.80**. This was the **20th** highest overall score for all companies in the database.

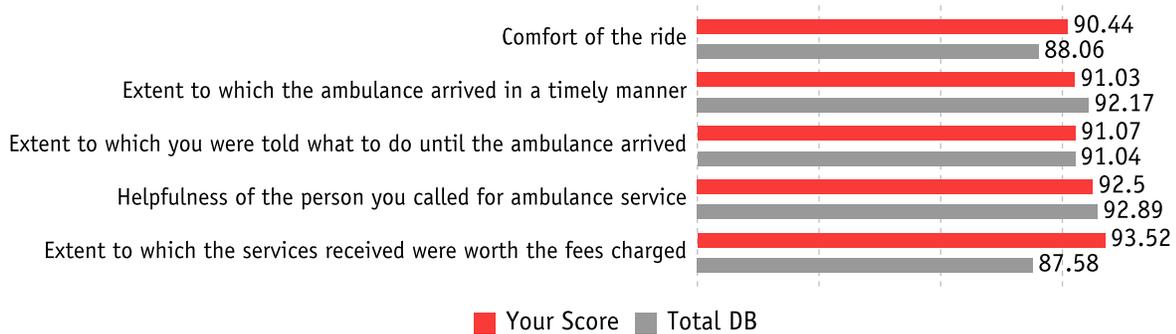
You are ranked **4th** for comparably sized companies in the system.

83.22% of responses to standard questions had a rating of Very Good, the highest rating. **98.73%** of all responses were positive.

5 Highest Scores



5 Lowest Scores

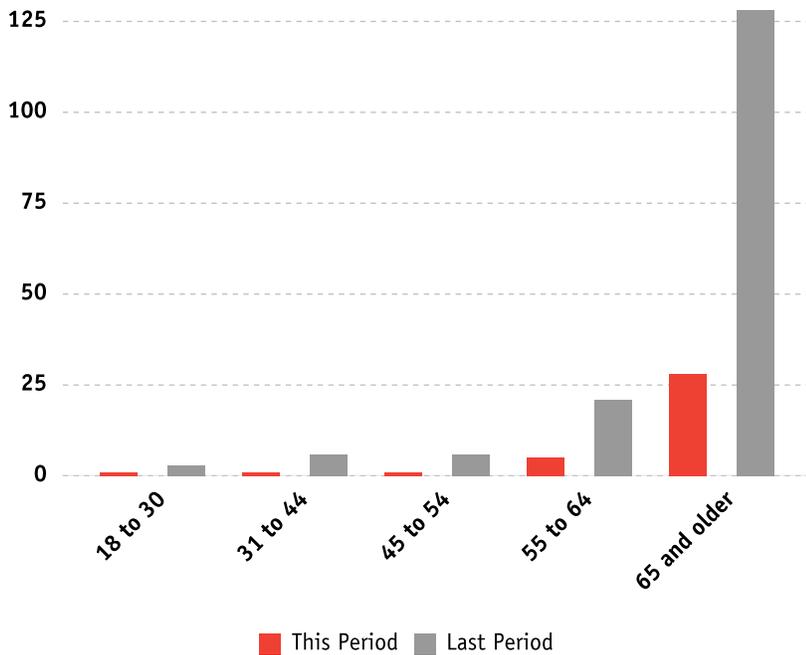




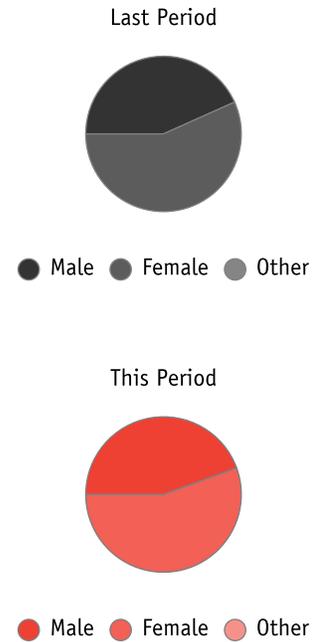
Demographics — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic profile will approximate your service population.

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
18 to 30	3	1	2	0	1	1	0	0
31 to 44	6	3	3	0	1	0	1	0
45 to 54	6	4	2	0	1	1	0	0
55 to 64	21	6	15	0	5	1	4	0
65 and older	128	57	71	0	28	13	15	0
Total	164	71	93	0	36	16	20	0

Age Ranges



Gender





Dispatch Analysis

This analysis details the section results that concern dispatcher operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Helpfulness of the person you called for ambulance service



Concern shown by the person you called for ambulance service



Extent to which you were told what to do until the ambulance arrived



Overall Section Score





Ambulance Analysis

This analysis details the section results that concern ambulance operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Extent to which the ambulance arrived in a timely manner



Cleanliness of the ambulance



Comfort of the ride



Skill of the person driving the ambulance



Overall Section Score





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Care shown by the medics who arrived with the ambulance



Degree to which the medics took your problem seriously



Degree to which the medics listened to you and/or your family



Skill of the medics



Extent to which the medics kept you informed about your treatment



Extent to which medics included you in the treatment decisions (if applicable)



Degree to which the medics relieved your pain or discomfort





Medic Analysis

This analysis details the section results that concern medic operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Medics' concern for your privacy



Extent to which medics cared for you as a person



Overall Section Score





Billing Staff Assessment Analysis

This analysis details the section results that concern office operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

Professionalism of the staff in our ambulance service billing office



Willingness of the staff in our billing office to address your needs



Overall Section Score





Overall Assessment Analysis

This analysis details the section results that concern assessment of operations. The analysis contains the mean scores for each survey question. The first column shows the company score and the total database score, the second column is your variance from the database score.

How well did our staff work together to care for you



Extent to which our staff eased your entry into the medical facility



Appropriateness of Emergency Medical Transportation treatment



Extent to which the services received were worth the fees charged



Overall rating of the care provided by our Emergency Medical Transportation service



Likelihood of recommending this ambulance service to others



Overall Section Score





Question Analysis

This section lists a synopsis of the information about your individual questions and overall scores for this monthly reporting period. The first column shows the company score from the previous period, the second column shows the change, the third column shows your score for this period and the fourth column shows the total Database score.

Dispatch Analysis

	Last Period	Change	This Period	Total DB
Helpfulness of the person you called for ambulance service	91.06	1.44	92.50	92.89
Concern shown by the person you called for ambulance service	91.57	3.97	95.54	92.73
Extent to which you were told what to do until the ambulance arrived	89.97	1.10	91.07	91.04

Ambulance Analysis

	Last Period	Change	This Period	Total DB
Extent to which the ambulance arrived in a timely manner	91.09	-0.06	91.03	92.17
Cleanliness of the ambulance	93.75	1.96	95.71	94.17
Comfort of the ride	88.50	1.94	90.44	88.06
Skill of the person driving the ambulance	92.26	1.86	94.12	93.64

Medic Analysis

	Last Period	Change	This Period	Total DB
Care shown by the medics who arrived with the ambulance	91.37	4.84	96.21	94.15
Degree to which the medics took your problem seriously	91.03	5.94	96.97	94.07
Degree to which the medics listened to you and/or your family	90.82	5.95	96.77	93.77
Skill of the medics	91.85	5.03	96.88	94.11
Extent to which the medics kept you informed about your treatment	90.38	5.92	96.30	92.78
Extent to which medics included you in the treatment decisions (if applicable)	90.20	3.59	93.79	92.35
Degree to which the medics relieved your pain or discomfort	88.31	5.48	93.79	90.82
Medics' concern for your privacy	91.62	3.21	94.83	93.33
Extent to which medics cared for you as a person	92.20	3.89	96.09	94.30

Billing Staff Assessment Analysis

	Last Period	Change	This Period	Total DB
Professionalism of the staff in our ambulance service billing office	87.78	5.97	93.75	88.25
Willingness of the staff in our billing office to address your needs	87.96	5.79	93.75	88.56



Question Analysis (Continued)

Overall Assessment Analysis

	Last Period	Change	This Period	Total DB
How well did our staff work together to care for you	90.05	3.50	93.55	93.33
Extent to which our staff eased your entry into the medical facility	91.51	5.04	96.55	93.38
Appropriateness of Emergency Medical Transportation treatment	90.95	3.02	93.97	93.18
Extent to which the services received were worth the fees charged	87.72	5.80	93.52	87.58
Overall rating of the care provided by our Emergency Medical Transportation	91.57	4.52	96.09	93.47
Likelihood of recommending this ambulance service to others	92.21	2.95	95.16	93.08



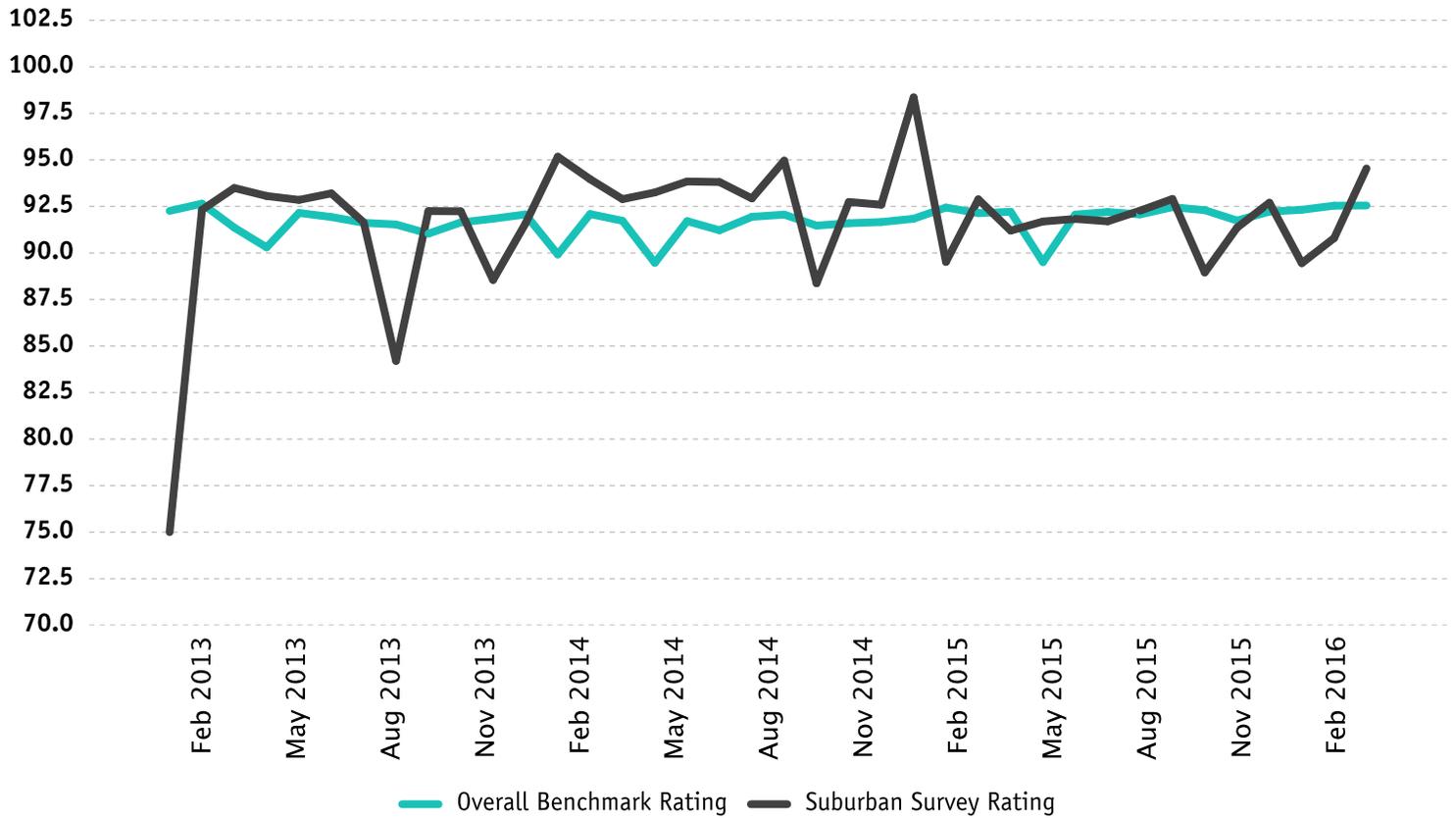
Monthly Breakdown

Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016
Helpfulness of the person you called for ambulance service	93.22	89.96	93.38	92.73	90.42	90.00	92.52	96.88	92.41	91.80	96.43	91.06	92.50
Concern shown by the person you called for ambulance service	95.34	90.23	92.91	89.53	89.75	95.00	92.89	95.31	92.23	91.54	89.29	91.57	95.54
Extent to which you were told what to do until the ambulance	93.53	88.93	91.04	88.41	87.54	90.00	91.01	95.31	90.91	88.51	92.86	89.97	91.07
Extent to which the ambulance arrived in a timely manner	91.94	91.61	92.23	90.76	87.70	90.00	89.94	90.79	90.42	90.29	88.89	91.09	91.03
Cleanliness of the ambulance	94.17	93.93	94.00	93.55	91.29	95.00	94.23	92.11	93.13	93.49	91.67	93.75	95.71
Comfort of the ride	88.98	88.25	85.47	84.44	84.19	85.00	90.71	88.16	84.16	86.82	88.89	88.50	90.44
Skill of the person driving the ambulance	91.53	92.04	92.67	92.29	92.39	90.00	93.50	87.56	93.21	92.12	91.67	92.26	94.12
Care shown by the medics who arrived with the ambulance	93.30	93.43	94.86	93.21	93.75	93.75	93.93	88.21	93.61	95.29	96.43	91.37	96.21
Degree to which the medics took your problem seriously	94.64	92.05	93.40	93.76	94.12	93.75	94.78	85.63	93.26	95.65	90.63	91.03	96.97
Degree to which the medics listened to you and/or your family	93.30	91.55	92.96	94.51	94.12	93.75	94.78	85.63	92.32	93.84	90.63	90.82	96.77
Skill of the medics	92.86	92.81	93.75	94.24	94.70	93.75	94.23	88.21	91.46	94.93	90.63	91.85	96.88
Extent to which the medics kept you informed about your	92.45	91.28	91.91	92.53	92.86	93.75	92.44	88.94	89.61	92.80	90.63	90.38	96.30
Extent to which medics included you in the treatment decisions	94.05	91.23	91.07	91.91	92.45	93.75	92.63	86.00	89.83	93.97	85.00	90.20	93.79
Degree to which the medics relieved your pain or discomfort	91.84	90.18	88.28	88.66	92.37	93.75	92.54	86.82	89.51	93.46	87.50	88.31	93.79
Medics' concern for your privacy	91.67	92.72	92.42	93.48	93.46	93.75	93.44	88.21	92.12	93.94	89.29	91.62	94.83
Extent to which medics cared for you as a person	93.98	93.14	93.01	93.90	96.09	93.75	94.66	88.21	92.45	95.65	90.63	92.20	96.09
Professionalism of the staff in our ambulance service billing	88.33	85.96	87.50	87.25	86.25	75.00	89.42	95.45	87.29	87.77	75.00	87.78	93.75
Willingness of the staff in our billing office to address your	90.52	85.56	88.64	88.00	84.87	75.00	89.61	95.45	87.82	86.11	75.00	87.96	93.75
How well did our staff work together to care for you	93.52	92.12	92.61	92.42	93.08	93.75	93.36	89.53	92.96	95.08	85.71	90.05	93.55
Extent to which our staff eased your entry into the medical	94.23	92.18	92.50	94.54	93.75	93.75	94.14	88.21	93.68	95.77	87.50	91.51	96.55
Appropriateness of Emergency Medical Transportation treatment	92.45	92.51	91.30	93.45	93.65	93.75	93.06	85.63	90.99	95.38	87.50	90.95	93.97
Extent to which the services received were worth the fees	92.39	88.25	85.03	88.50	87.53	93.75	90.77	87.56	89.86	87.28	83.33	87.72	93.52
Overall rating of the care provided by our Emergency Medical	93.06	92.76	92.03	92.98	94.32	93.75	93.89	84.32	93.35	94.85	90.63	91.57	96.09
Likelihood of recommending this ambulance service to others	95.10	92.00	93.66	94.72	94.63	93.75	93.80	84.32	92.64	94.32	90.63	92.21	95.16
Your Master Score	92.88	91.20	91.69	91.83	91.70	92.27	92.90	88.95	91.36	92.70	89.45	90.80	94.54
Your Total Responses	67	152	77	103	75	5	148	20	89	76	9	171	36



Monthly tracking of Overall Survey Score





Key Drivers — This section shows the relative importance of each question to the respondents' overall satisfaction. The greater the coefficient number, the more important the issue is to your patients' overall satisfaction. The questions are arranged based on their weighted importance value.

Question	Your Score	Correlation Coefficient
Extent to which the medics kept you informed about your treatment	96.30	.983635783
Degree to which the medics listened to you and/or your family	96.77	.978340972
Medics' concern for your privacy	94.83	.9736088
Extent to which medics included you in the treatment decisions (if applicable)	93.79	.966198479
Degree to which the medics relieved your pain or discomfort	93.79	.962409911
Appropriateness of Emergency Medical Transportation treatment	93.97	.955719494
Extent to which medics cared for you as a person	96.09	.939547042
Care shown by the medics who arrived with the ambulance	96.21	.931092472
Overall rating of the care provided by our Emergency Medical Transportation service	96.09	.93091237
Likelihood of recommending this ambulance service to others	95.16	.9239395
Willingness of the staff in our billing office to address your needs	93.75	.897520909
Professionalism of the staff in our ambulance service billing office	93.75	.897520909
Skill of the person driving the ambulance	94.12	.862995451
Degree to which the medics took your problem seriously	96.97	.857409319
Helpfulness of the person you called for ambulance service	92.50	.857398448
Skill of the medics	96.88	.837711923
Extent to which the services received were worth the fees charged	93.52	.836681621
How well did our staff work together to care for you	93.55	.83303993
Cleanliness of the ambulance	95.71	.818990154
Concern shown by the person you called for ambulance service	95.54	.810892466
Extent to which our staff eased your entry into the medical facility	96.55	.789740893
Extent to which the ambulance arrived in a timely manner	91.03	.788143666
Extent to which you were told what to do until the ambulance arrived	91.07	.71286398
Comfort of the ride	90.44	.683979166



Company Comparisons — The following chart gives a comparison of the mean score for each question as scored by comparable companies. Your company is highlighted. There is also a green-shaded highlight of the highest score for each question. This will show how you compare to similar companies.

	Your Company	Comparison Companies					
		A	B	C	D	E	F
Helpfulness of the person you called for ambulance service	92.50	88.04	90.31	93.89	97.16	94.64	93.13
Concern shown by the person you called for ambulance service	95.54	85.87	88.26	93.57	96.59	94.49	91.68
Extent to which you were told what to do until the ambulance	91.07	82.95	85.74	90.33	96.95	94.23	90.92
Extent to which the ambulance arrived in a timely manner	91.03	91.07	87.04	92.89	93.33	95.33	91.99
Cleanliness of the ambulance	95.71	88.46	92.18	94.07	95.63	95.61	93.63
Comfort of the ride	90.44	82.14	84.82	87.52	90.24	89.00	87.26
Skill of the person driving the ambulance	94.12	88.89	90.90	94.71	96.95	94.41	93.18
Care shown by the medics who arrived with the ambulance	96.21	88.50	91.20	94.15	96.59	94.74	93.63
Degree to which the medics took your problem seriously	96.97	84.65	92.18	93.65	97.67	95.33	93.89
Degree to which the medics listened to you and/or your family	96.77	84.65	90.33	92.38	95.93	94.52	93.05
Skill of the medics	96.88	87.00	91.86	94.41	96.43	95.33	92.91
Extent to which the medics kept you informed about your	96.30	85.04	90.13	92.68	96.34	93.38	91.87
Extent to which medics included you in the treatment decisions (if	93.79	82.95	88.78	91.80	96.05	94.35	92.78
Degree to which the medics relieved your pain or discomfort	93.79	85.91	87.52	90.02	94.23	93.01	89.27
Medics' concern for your privacy	94.83	87.07	88.27	91.96	95.00	95.36	92.22
Extent to which medics cared for you as a person	96.09	87.07	90.11	93.19	98.78	95.49	94.08
Professionalism of the staff in our ambulance service billing office	93.75	84.09	87.96	88.26	97.06	94.19	91.20
Willingness of the staff in our billing office to address your needs	93.75	84.09	87.50	87.56	97.06	94.19	92.35
How well did our staff work together to care for you	93.55	86.04	88.52	92.24	98.21	94.59	93.68
Extent to which our staff eased your entry into the medical facility	96.55	85.04	89.31	93.15	97.50	94.33	93.01
Appropriateness of Emergency Medical Transportation treatment	93.97	84.83	90.52	92.72	96.15	94.79	92.86
Extent to which the services received were worth the fees charged	93.52	77.68	83.81	84.34	90.15	89.94	90.20
Overall rating of the care provided by our Emergency Medical	96.09	86.50	90.02	92.41	98.75	95.61	94.21
Likelihood of recommending this ambulance service to others	95.16	87.55	90.45	92.00	96.71	94.52	94.74
Overall score	94.54	85.89	89.20	92.17	96.06	94.26	92.46
National Rank	20	76	70	49	14	23	44
Comparable Size (Large) Company Rank	4	20		13			12

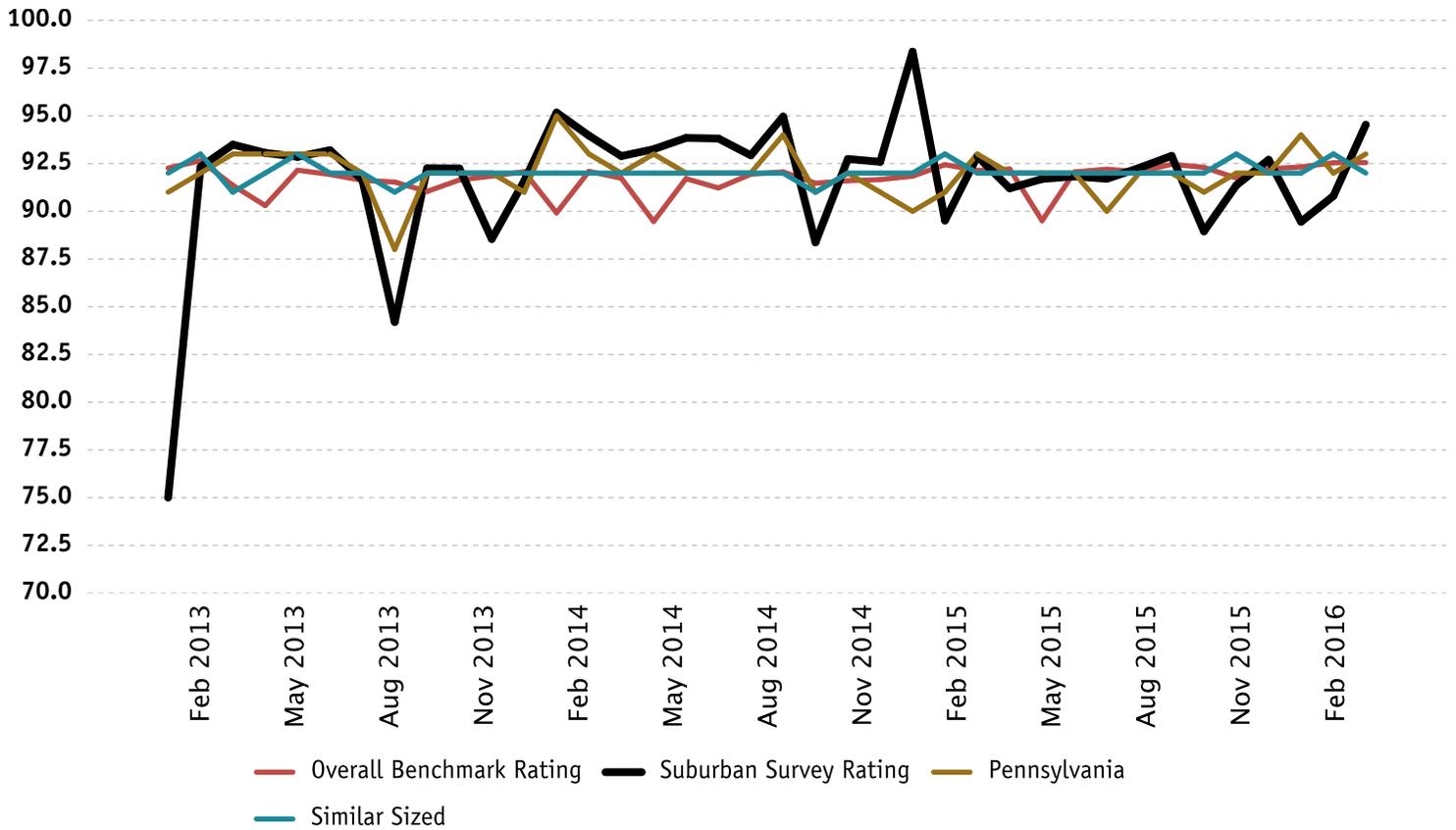


Benchmark Comparison

	Your Company	Total DB	Similar Sized	Pennsylvania
Total Score	94.54	92.56	92.22	92.59
Helpfulness of the person you called for ambulance service	92.50	92.89	92.85	92.18
Concern shown by the person you called for ambulance service	95.54	92.73	92.66	91.60
Extent to which you were told what to do until the ambulance	91.07	91.04	90.66	89.79
Extent to which the ambulance arrived in a timely manner	91.03	92.17	92.24	91.13
Cleanliness of the ambulance	95.71	94.17	93.94	93.30
Comfort of the ride	90.44	88.06	87.80	87.65
Skill of the person driving the ambulance	94.12	93.64	93.53	93.19
Care shown by the medics who arrived with the ambulance	96.21	94.15	94.07	94.95
Degree to which the medics took your problem seriously	96.97	94.07	94.04	94.68
Degree to which the medics listened to you and/or your family	96.77	93.77	93.56	94.50
Skill of the medics	96.88	94.11	94.05	94.68
Extent to which the medics kept you informed about your	96.30	92.78	92.68	93.09
Extent to which medics included you in the treatment decisions	93.79	92.35	92.23	92.93
Degree to which the medics relieved your pain or discomfort	93.79	90.82	90.77	92.01
Medics' concern for your privacy	94.83	93.33	93.04	93.49
Extent to which medics cared for you as a person	96.09	94.30	94.16	94.29
Professionalism of the staff in our ambulance service billing	93.75	88.25	88.49	90.72
Willingness of the staff in our billing office to address your	93.75	88.56	88.96	90.44
How well did our staff work together to care for you	93.55	93.33	93.18	93.52
Extent to which our staff eased your entry into the medical	96.55	93.38	93.41	93.44
Appropriateness of Emergency Medical Transportation treatment	93.97	93.18	92.97	92.74
Extent to which the services received were worth the fees	93.52	87.58	87.52	89.51
Overall rating of the care provided by our Emergency Medical	96.09	93.47	93.50	94.14
Likelihood of recommending this ambulance service to others	95.16	93.08	93.09	94.27
Number of Surveys for the period	36			

Suburban
 March 1, 2016 to March 31, 2016

Benchmark Trending Graphic - Below are the monthly scores for your service. It details the overall score for each month as well as your subscribed benchmarks for that month.





Top Box Comparisons

The Top Box Analysis displays the number of responses for the entire survey by question and rating. The Top Box itself shows the percentage of "Very Good" responses, the highest rating, for each question. Next to the company rating is the entire EMS DB rating for those same questions.

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	4	5	14	96	590	83.22%	75.98%
Dispatch	0	1	1	19	65	75.58%	74.91%
Helpfulness of the person you called for ambulance service	0	1	0	6	23	76.67%	76.41%
Concern shown by the person you called for ambulance service	0	0	0	5	23	82.14%	76.20%
Extent to which you were told what to do until the ambulance arrived	0	0	1	8	19	67.86%	72.11%
Ambulance	2	0	4	24	109	78.42%	74.78%
Extent to which the ambulance arrived in a timely manner	2	0	0	5	29	80.56%	75.37%
Cleanliness of the ambulance	0	0	0	6	29	82.86%	79.32%
Comfort of the ride	0	0	3	7	24	70.59%	65.67%
Skill of the person driving the ambulance	0	0	1	6	27	79.41%	78.76%
Medic	2	2	4	22	235	88.68%	79.30%
Care shown by the medics who arrived with the ambulance	0	0	1	3	29	87.88%	81.28%
Degree to which the medics took your problem seriously	0	0	1	2	30	90.91%	81.85%
Degree to which the medics listened to you and/or your family	0	0	1	2	28	90.32%	80.76%
Skill of the medics	0	0	0	4	28	87.50%	81.02%
Extent to which the medics kept you informed about your treatment	0	0	1	2	24	88.89%	77.47%



Top Box Comparisons (Continued)

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	4	5	14	96	590	83.22%	75.98%
Extent to which medics included you in the treatment decisions (if applicable)	1	0	0	2	21	87.50%	77.27%
Degree to which the medics relieved your pain or discomfort	1	0	0	2	21	87.50%	73.26%
Medics' concern for your privacy	0	1	0	3	25	86.21%	78.17%
Extent to which medics cared for you as a person	0	1	0	2	29	90.62%	82.58%
Billing Staff Assessment	0	0	2	6	32	80.00%	62.85%
Professionalism of the staff in our ambulance service billing office	0	0	1	3	16	80.00%	62.30%
Willingness of the staff in our billing office to address your needs	0	0	1	3	16	80.00%	63.41%
Overall Assessment	0	2	3	25	149	83.24%	76.72%
How well did our staff work together to care for you	0	0	1	6	24	77.42%	78.18%
Extent to which our staff eased your entry into the medical facility	0	0	0	4	25	86.21%	78.24%
Appropriateness of Emergency Medical Transportation treatment	0	1	0	4	24	82.76%	78.23%
Extent to which the services received were worth the fees charged	0	0	1	5	21	77.78%	66.74%
Overall rating of the care provided by our Emergency Medical Transportation service	0	0	1	3	28	87.50%	79.46%
Likelihood of recommending this ambulance service to others	0	1	0	3	27	87.10%	79.47%

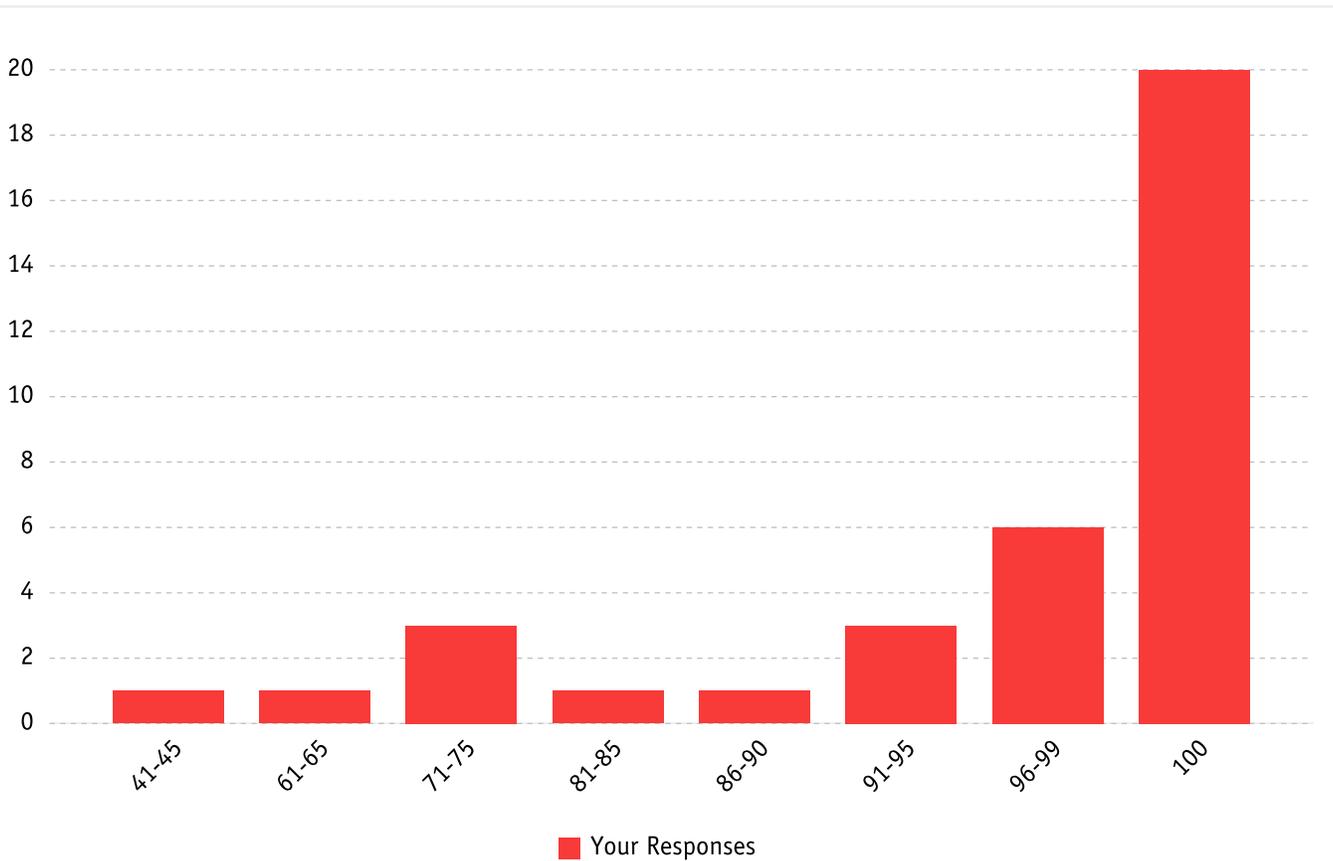


Standard Deviation by Question

	Your Score	Total DB	Company Standard Deviation	Database Standard Deviation	SD Variance
Helpfulness of the person you called for ambulance service	92.50	92.89	16.008	14.709	-1.30
Concern shown by the person you called for ambulance service	95.54	92.73	9.575	15.074	5.50
Extent to which you were told what to do until the ambulance arrived	91.07	91.04	13.716	16.859	3.14
Extent to which the ambulance arrived in a timely manner	91.03	92.17	23.469	16.006	-7.46
Cleanliness of the ambulance	95.71	94.17	9.422	12.563	3.14
Comfort of the ride	90.44	88.06	16.059	19.684	3.62
Skill of the person driving the ambulance	94.12	93.64	12.216	14.19	1.97
Care shown by the medics who arrived with the ambulance	96.21	94.15	10.873	14.195	3.32
Degree to which the medics took your problem seriously	96.97	94.07	10.22	14.834	4.61
Degree to which the medics listened to you and/or your family	96.77	93.77	10.515	15.097	4.58
Skill of the medics	96.88	94.11	8.268	14.149	5.88
Extent to which the medics kept you informed about your	96.30	92.78	11.188	15.672	4.48
Extent to which medics included you in the treatment decisions (if applicable)	93.79	92.35	20.541	16.811	-3.73
Degree to which the medics relieved your pain or discomfort	93.79	90.82	20.541	18.199	-2.34
Medics' concern for your privacy	94.83	93.33	15.227	14.509	-0.72
Extent to which medics cared for you as a person	96.09	94.30	14.127	14.699	0.57
Professionalism of the staff in our ambulance service billing office	93.75	88.25	13.405	17.932	4.53
Willingness of the staff in our billing office to address your needs	93.75	88.56	13.405	17.70	4.29
How well did our staff work together to care for you	93.55	93.33	12.649	14.659	2.01
Extent to which our staff eased your entry into the medical facility	96.55	93.38	8.621	14.471	5.85
Appropriateness of Emergency Medical Transportation treatment	93.97	93.18	15.613	15.267	-0.35
Extent to which the services received were worth the fees charged	93.52	87.58	12.897	21.377	8.48
Overall rating of the care provided by our Emergency Medical Transportation service	96.09	93.47	11.021	15.209	4.19
Likelihood of recommending this ambulance service to others	95.16	93.08	14.783	16.528	1.75
Overall Survey Rating	94.54	92.56	13.51	15.85	2.33



Responses vs Score Histogram — This graph shows the number of responses on the Y axis vs the average score on the X axis.



MEMORANDUM

To: Board of Commissioners

cc:

From: Gregg Schuster, Township Manager

Date: 4/15/16

Re: Township Manager Report (4/1/16 – 4/14/16)

Personnel

1. One employee is currently out on workers comp.
2. A recommendation for a temporary zoning officer is on your agenda.
3. Highmark will be returning on 4/19 to meet with employees who have had issue with their health insurance.

Meetings

1. On 4/4/16, I attended a Civil Service Commission meeting. The SOPs were discussed.
2. On 4/5/16, I attended a Benecon/PHMIC regional meeting to be briefed on claim performance and other program details. Information on our favorable claim had been previously sent to you.
3. On 4/12/16, I attended the Recreation Committee meeting. The committee discussed the implementation of RecDesk, the Heritage Center, and other matters.
4. On 4/13/16, I attended a court hearing on an enforcement matter with the Solicitor. The defendant plead guilty and received the maximum fine.
5. On 4/14/16, I attended a PennDOT briefing on the 611/715 realignment and associated projects.

Administration

1. The Civil Service Commission has completed their review of the SOP manual. It is now being formatted and will be presented to the Board at a later date.
2. Bids are being posted for chip sealing and paving.

3. We are working with a spraying service for certain Township properties for gypsy moth control. An agreement should be on a future agenda for consideration.

Finance

1. Work on audits is ongoing.

Current Projects

1. Filing and Workflow System

A 2016 budget item is the hiring of staff to assist in the filing efforts. This will be on a future agenda.

2. Codification

General Code has delivered a new draft for review. It contains several questions that need to be answered before a final draft is prepared. Myself and the Solicitor will be working on it.

3. Road Management Plan

Jeff Clapper is beginning work to detail all roads and a plan for their maintenance.

4. Sewer Construction Contract Closeout

The Leeward contract is closed. The only remaining open contract is with PACT.

5. Sewer System Maintenance Plan

As the system stabilizes, Jeff Clapper is developing a long term plan for the maintenance of the collection system.

6. Sewer “Hump” Repair

The repair of the “hump” is proceeding. A change order is on your agenda for consideration.

7. Sewer Connections

Mandatory connection notices have been sent out. We will send out the next round when we feel the timing is appropriate.

8. Pump Replacement

We have concerns that some of the pumps in our pump stations are not the appropriate pumps. The Board will be briefed on this at a future meeting to give direction.

9. Alger Avenue Property

Construction of the enclosed and improved yard will begin soon.

10. Police IT

Proceeding as approved by the Board.

11. Sewer Redesign

A change order is being prepared for your consideration and will be on a future agenda.

12. Heritage Center

Groundbreaking is on 4/30/16.

13. Township Buildings Sewer Connection

The project is nearing completion.

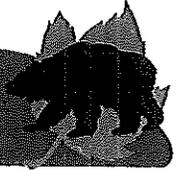
14. Municipal Facility Evaluation

We are proceeding with the evaluation with D'Huy. An agreement will be forthcoming.

15. Municipal Building Security

Options for security at the municipal building will be investigated as time allows. Funding has been included in the 2016 proposed budget.

POCONO TOWNSHIP



P.O. BOX 197 • Tannersville, PA 18372 • Tel. 570-629-1922 • Fax 570-629-7325 • www.poconotownship.org

June 8, 2011

Mr. Phillip M. Fraga
Principal
Cohen Law Group
1000 Gamma Drive – Suite 305
Pittsburgh, PA 15238

RE: Pocono Township Cable Franchise Agreement
Pocono Township Cable Franchise Ordinance #158

Dear Phil:

Please see enclosed three signed originals of the Pocono Township Cable Franchise Agreement and a single signed original of the approved Ordinance #158 pertaining to the same, as requested. Ordinance #158 was adopted at the 06/06/11 Pocono Twp. Supervisors' meeting.

159

Member was changed to #15-9

Please return our copy (or copies) when this Agreement has been fully executed.

Thank you for your help and expertise with this Agreement. Please contact me if you require additional information.

Sincerely,
POCONO TOWNSHIP

Jane Cilurso, CGS
Chairwoman/Supervisors
Secretary/Treasurer

Jc
Enc.

CABLE FRANCHISE AGREEMENT

BETWEEN

THE TOWNSHIP OF POCONO

AND

BLUE RIDGE COMMUNICATIONS

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 6th day of JUNE, 2011 (hereinafter referred to as the "Effective Date") by and between the Township of Pocono, a municipality located in Monroe County, Pennsylvania (hereinafter referred to as the "Township") and Blue Ridge Communications (hereinafter referred to as "Blue Ridge").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Blue Ridge currently holds a cable franchise from the Township by virtue of the Township Resolution dated January 10, 1972; and

WHEREAS, Blue Ridge has requested a renewal of its franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Blue Ridge are public properties acquired and maintained by the Township at significant expense to the Township's taxpayers and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a state-of-the-art Cable System, obtain complimentary services for its public buildings, obtain educational and governmental channels, maintain an institutional network, receive financial compensation for Blue Ridge's use of the Township's rights-of-ways as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Blue Ridge has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for

comment, has determined that the public interest would be served by renewing Blue Ridge's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Blue Ridge agree as follows:

SECTION 1 **GRANT OF FRANCHISE**

1.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive franchise to Blue Ridge, authorizing and permitting Blue Ridge to construct, operate, and maintain a Cable System in the Township's public rights-of-way.

Subject to the terms and conditions contained herein, the Township hereby grants to Blue Ridge the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the Township, including property over which the Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, and other electronic signals and impulses as permitted by applicable law.

Notwithstanding this authority, Blue Ridge shall obtain all necessary government permits for occupying or disturbing any public places and/or rights-of-way. Prior to obtaining such permits, Blue Ridge shall provide the Township with all reasonable information and documentation that the Township requires. Blue Ridge shall comply with all other government regulations and requirements thereto.

1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of five (5) years with a one-time, unilateral option for the Township to renew the Agreement for a single five (5) year period (which must be exercised within one (1) year of the expiration date) commencing on the Effective Date and expiring on JUNE 5, 2016, unless the

franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

1.3 NON-EXCLUSIVITY

This franchise granted to Blue Ridge shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise, subject to the level playing field provisions of Paragraph 1.6, to construct, operate or maintain a Cable System or for any other purpose.

1.4 POLICE POWERS

Blue Ridge's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

No course of dealing between the Township and Blue Ridge, nor any delay on the part of the Township or Blue Ridge in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or Blue Ridge or acquiescence in the actions of the Township or Blue Ridge in contravention of such rights, except to the extent expressly waived by the Township or Blue Ridge, as applicable.

1.6 LEVEL PLAYING FIELD

(a) If the Township grants an additional franchise for construction and/or operation of a Cable System or open video system, and such additional franchise imposes any Material Obligations, as defined below, that are more favorable or less burdensome to the competitive entity than those contained in this Agreement, then Blue Ridge may request that the Township amend this Agreement to make such Material Obligation(s) consistent with the franchise of the competitive entity.

(b) Solely for the purposes of this Section, "Material Obligations" are limited to the following: Blue Ridge's obligations under this Agreement to pay franchise fees as set forth in Section 2; Blue Ridge's obligations under this Agreement to meet the customer service standards as set forth in Section 5; and Blue Ridge's obligations under this Agreement to provide service throughout the Township as set forth in Sections 3.1 and 3.2 within a reasonable period of time after execution of the additional franchise.

SECTION 2
COMPENSATION TO THE TOWNSHIP

2.1 FRANCHISE FEES

Blue Ridge shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System in the Township. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Blue Ridge shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The Township may amend the franchise fee upon sixty (60) days written notice to Blue Ridge provided that the franchise fee may not exceed five percent (5%). In the event that federal law is amended to authorize a franchise fee higher than five percent (5%), the Township may, at its discretion, direct Blue Ridge to pay a higher franchise fee. The Township acknowledges that any and all Franchise Fees and/or other expenses incurred herein shall be passed through to Subscribers to the fullest extent permitted in the Cable Act or by the FCC.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter and shall be due and payable within Thirty (30) days after the end of each calendar quarter. Specifically, payments shall be due and payable on or before April 30 (for the first quarter), July 31 (for the second quarter), October 31 (for the third quarter), and January 31 (for the fourth quarter) of each year. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Blue Ridge's Gross Revenues received for Cable Services for the quarter in connection with the operation of Blue Ridge's Cable System and a brief report showing the basis for computation of fees. The report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall also include quarterly subscriber counts for subscribers of Cable Services in the Township. A financial representative of Blue Ridge shall certify the report for accuracy, especially pertaining to the total number of cable subscribers in the Township.

2.4 AUDITS

On an annual basis, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit of Blue Ridge's records reasonably related to the sources, amounts and computation of gross revenues for the preceding three (3) years in accordance with Generally Accepted Accounting Principles provided however that after three (3) years from receipt of a given franchise fee payment such franchise fee payment shall be considered final. Copies of such records shall be provided to the Township within thirty (30) days of a written request. The reproduction of such records for purposes of inspection shall be performed at Blue Ridge's expense. If the audit shows that franchise fees have been underpaid, then Blue Ridge shall pay the underpaid amount and monetary fines of ten percent (10%) of the underpayment, and Blue Ridge shall also pay the total cost of the audit.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Blue Ridge shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout its service area within the Township. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the Township.

(b) Stand-by power at the headend(s) shall be provided for a minimum of twelve (12) hours in the event of an outage. The power supplies serving the nodes and distribution shall be capable of providing power for not less than six (6) hours in the event of an electrical outage. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Service shall be provided to every dwelling occupied by a person requesting Cable Service provided that such person is not delinquent for past Cable Service and further provided that Blue Ridge is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Blue Ridge shall extend the Cable System into all areas within the Township where there is a minimum of ten (10) customers per either

linear plant mile of aerial cable or underground mile of cable, calculated from the end of the nearest trunk line. For the purpose of this Section, a person becomes a customer by signing a petition in which the person agrees to become a customer upon completion of the line extension. Blue Ridge shall complete said extensions within four (4) months, weather permitting, of notification to Blue Ridge by the Township that an area has met the minimum density standard set forth herein. Blue Ridge's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities as well as Blue Ridge's ability to obtain from the property owners any necessary easements.

(b) Service shall be provided to every commercial establishment requesting Cable Service provided that Blue Ridge is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Blue Ridge's obligation hereunder shall be subject to the timely performance of walk-out, make ready, and location of all underground utilities.

(c) Any dwelling unit within two hundred feet (200 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of two hundred feet (200 ft.) aerial distance or that requires an underground installation, Blue Ridge shall extend Cable Service at Blue Ridge's prevailing rates.

(d) All installations of wires and/or equipment by Blue Ridge shall be underground in those areas of the Township where the wires and/or equipment of telephone and electric utilities are underground provided that the developer, property owner, or utility notifies Blue Ridge of the opening of the utility trench and there is sufficient space available for cable facilities.

(e) The Township shall provide Blue Ridge with written notice of the issuance of building or developmental permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Township agrees to require developers, as a condition of issuing a building permit, to give Blue Ridge access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. Blue Ridge shall be responsible for engineering and deployment of labor applicable to its cable trenches.

3.3 PERMITS

Blue Ridge shall apply to the Township for all required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the Township. Blue Ridge shall pay any and all required permit fees.

3.4 REPAIRS AND RESTORATION

(a) Whenever Blue Ridge or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance. Upon failure of Blue Ridge to comply within the time specified, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Blue Ridge upon demand by the Township along with any liquidated damages applied by the Township in accordance with Section 9 "Franchise Violations, Damages and Revocation" below.

(b) Whenever Blue Ridge or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township, except as may be approved by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Blue Ridge shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days.

(c) Blue Ridge's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Blue Ridge's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Blue Ridge shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Whenever Blue Ridge or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. It shall notify the Pennsylvania One Call System no less than three (3) and no more than ten (10) working days in advance of any such disturbance and adhere to any additional requirements which the Commonwealth may establish in the future. Blue Ridge shall also adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(e) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair. Blue Ridge shall not keep or maintain disconnected or loose cables, lines, or wires on utility poles or anywhere else in the public rights-of-way.

3.5 SYSTEM MONITORING

Upon completion of any construction, Blue Ridge shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Blue Ridge to monitor the signal quality of all channels delivered on the Cable System, including the Educational and Governmental channels if any.

3.6 SERVICE AREA STRAND MAPS

Blue Ridge shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Blue Ridge service area strand maps of the Township, on which will be shown those areas in which its facilities exist and the location of all streets. The strand maps shall be provided to the Township in hardcopy and electronic format. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Updated strand maps shall be delivered to the Township within thirty (30) days after a request is made.

3.7 BUILDING MOVES

In accordance with applicable laws, Blue Ridge shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Blue Ridge shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the Township, Blue Ridge shall raise or lower its wires at no cost to the Township.

3.8 DISCONNECTION AND RELOCATION

(a) Blue Ridge shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure.

(b) In requiring Blue Ridge to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Blue Ridge the same as, and require no more of Blue Ridge than, any similarly situated entity.

3.9 EMERGENCY REMOVAL OF EQUIPMENT

If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Blue Ridge notice and the ability to relocate wires, cable or other equipment.

3.10 TREE TRIMMING

Blue Ridge, or its agents, including subcontractors, shall not trim, cut, or remove trees without first obtaining permission in writing from the Township. Upon written request and approval by the Township, Blue Ridge shall have the authority to trim, cut, or remove trees, as may be necessary for the installation and maintenance of its equipment. When Township permission is granted, such trimming, cutting, or tree removal shall be performed in accordance with accepted arboreal standards and any Township regulations. Blue Ridge shall reasonably compensate the Township or other property owners for any damages caused by such tree trimming, cutting, or removal. Blue Ridge shall notify adjacent property owners at least seven (7) days prior to any tree trimming, cutting, or removal. If Blue Ridge or its agents, including subcontractors, wish to cut down and remove any tree or trees, it shall apply to the Township for permission and, if permission is granted, shall perform such cutting and removal in accordance with accepted arboreal standards and any Township regulations.

SECTION 4 SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART

4.1 SYSTEM SPECIFICATIONS

Blue Ridge shall design, construct and maintain a Cable System covering the Township that utilizes fiber optic backbone connections at least from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred twenty-five (125) video channels received for digital transmission and shall allocate sufficient portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall include nodes that

serve no more than five hundred (500) dwellings. The Cable System shall include high speed Internet access via cable modem.

4.2 STATE-OF-THE-ART

(a) The Cable System shall be capable of offering Cable Service that is comparable to other cable systems owned or managed by Blue Ridge or its Affiliated Entities in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this subsection. The Township may send a written notice to Blue Ridge, not to exceed one (1) request every two (2) years, requesting information on Cable Service offered by such Comparable Systems. Within sixty (60) days of receiving such request, Blue Ridge shall provide the Township with the following: information on any new Cable Service that have been offered by Blue Ridge in the Comparable Systems in the last two (2) years; information on any Cable Service that are offered in any of the Comparable Systems but not being offered in the Township; the percentage of total Subscribers in such Comparable Systems to whom such Cable Service are available; and when Blue Ridge anticipates making such Cable Service available in the Township.

(b) If the identified Cable Service is being offered by Blue Ridge and/or its Affiliated Entities to at least twenty-five percent (25%) of the total Subscribers in the Comparable Systems, then the Township may require that Blue Ridge make such Cable Service available in the Township. Should the Township determine that Blue Ridge shall commence provision of such Cable Service, then the Township and Blue Ridge shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Service. The discussion shall take into consideration the benefits from the provision of such Cable Service, the cost of implementing them in the Township, and the impact, if any, on Subscriber rates. Notwithstanding the foregoing, nothing herein shall be construed so as to permit the Township to compel the addition of any specific cable or broadcast channel.

SECTION 5 CUSTOMER SERVICE STANDARDS

5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Blue Ridge shall maintain a business office that is conveniently located and which shall be open during Normal Business Hours. The term "Normal Business Hours" is defined in Section 14 "Definitions" below.

(b) Blue Ridge shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a

week. Trained representatives shall be available to respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions measured on a quarterly basis. The term "Normal Operating Conditions" is defined in Section 14 "Definitions" below.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Blue Ridge shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the Township determines, after receiving complaints itself and/or receiving a record of complaints made to Blue Ridge in accordance with Section 8 below, that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Blue Ridge that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Blue Ridge shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Any Blue Ridge employee or agent, including any subcontractor, who personally visits any residential dwelling shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Blue Ridge employee or agent, including any subcontractor, shall prominently display the Blue Ridge logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to two hundred (200) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Blue Ridge shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion.

The term "Service Interruption" is defined in Section 14 "Definitions" below. Blue Ridge must begin actions to correct other service problems the next business day after notification of the service problem.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Blue Ridge shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Blue Ridge may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer.

(e) Blue Ridge may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

5.3 NOTICES

(a) Blue Ridge shall provide written notice to each Subscriber upon installation of service, at intervals not more than one (1) year thereafter to each Subscriber and the Township, and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) That the customer service requirements contained in the Section 76.309 of the Code of Federal Regulations are available at Blue Ridge's local office;
- (7) Billing and customer complaint procedures;

- (8) Blue Ridge's address, telephone number and office hours;
- (9) The Subscriber's right to obtain a parental control device contained in Section 10.5; and
- (10) A notice of Subscriber privacy rights as required by federal law.

(b) Blue Ridge shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, if the change is within the control of Blue Ridge. Otherwise, notice shall be provided as soon as possible. Blue Ridge shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Blue Ridge and the Subscriber.

(c) Blue Ridge shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Blue Ridge during the previous twenty-four (24) months.

5.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Service Tier, Cable Programming Services Tier and Premium Tier service charges, if applicable, equipment charges and any installation or repair charges. If a Subscriber subscribes to the Cable Programming Service Tier, then the Basic Service Tier need not be itemized. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Blue Ridge shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Blue Ridge.

5.5 CUSTOMER COMPLAINT PROCEDURES

Blue Ridge shall establish clear written procedures for resolving all customer complaints, which shall include at least the following:

(a) Blue Ridge shall provide the customer with a written response to a written complaint within thirty (30) days of its receipt. Such response shall include the results of its inquiry into the subject matter of the complaint, its conclusions based on the inquiry, and its decision in response to the complaint.

(b) If the Township is contacted directly about a customer complaint, it shall notify Blue Ridge in writing. When Blue Ridge receives such notification, the time period for Blue Ridge to respond as required above shall commence.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Blue Ridge has the option of withholding the disputed amount, without a late fee, until Blue Ridge has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

- (1) The Subscriber provides a written complaint to Blue Ridge in a timely fashion and includes identifying information;
- (2) The Subscriber pays all undisputed charges; and
- (3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Blue Ridge shall maintain customer complaint records, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution of the complaint, and a description of the resolution.

5.6 DISCONNECTION

Blue Ridge may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Blue Ridge has provided written notice to the affected Subscriber prior to disconnection; and

(c) If there is no pending written dispute with Blue Ridge regarding the bill;
or

(d) If at any time and without notice, Blue Ridge determines in good faith that Subscriber has tampered with or abused Blue Ridge's equipment or is engaged in theft of Cable Service; or

(e) Subscriber has knowingly provided false information with respect to Subscriber's account; or

(f) Subscriber fails or refuses to provide adequate assurance of payment after filing for relief under the bankruptcy laws.

5.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber caused by an event that is not force majeure for twenty-four (24) or more consecutive hours, , Blue Ridge shall grant such Subscriber, upon request, a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

5.8 PRIVACY

Blue Ridge shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

SECTION 6

SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

(a) Within three (3) months of the Effective Date, Blue Ridge shall, at no charge to the Township, provide one (1) outlet of Expanded Basic (or equivalent) video service to public facilities, including, but not limited to, the administration building, police stations, fire companies, public works buildings, water and sewage treatment plants, community centers, senior centers, all public and private school buildings and public libraries that meet the service requirements of Section 3.2(c). The Township shall be responsible for internal wiring.

(b) Within three (3) months of the Effective Date, Blue Ridge shall, at no charge to the Township, provide high speed Internet service via cable modem to one (1) Township building to be designated by the Township. No charge shall be made for installation or service provided that such building meets the Service requirements of Section 3.2(c). The Township shall be responsible for internal wiring.

(c) The buildings designated to receive the services described in (a) and (b) above as of the Effective Date are identified in Exhibit "A" below. To the extent that any such buildings are relocated during the term of this Agreement, then the new location for such relocated buildings will be eligible to receive whatever free services have been provided to the prior location for such buildings subject to the same qualifications for such prior buildings. Furthermore, to the extent that there are any new buildings identified during the term of this Agreement which are not set forth on Exhibit A but which nonetheless would have been eligible to receive free services had they been set forth on Exhibit A also shall be eligible to receive free services subject to the same qualifications for all buildings otherwise eligible to receive free services.

6.2 EDUCATIONAL AND GOVERNMENTAL CHANNELS

(a) The Township reserves the right to obtain from Blue Ridge, within sixty (60) days of a written request by the Township, an Educational and Governmental ("EG") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channel shall be used for programming related to community, governmental and/or educational activities. The Township shall have complete control over the content, scheduling, administration and all other aspects of the EG channel and may delegate certain or all such functions to an appropriate designee. Blue Ridge shall not exercise any editorial control over EG channel programming.

(b) The Township may obtain the EG channel pursuant to this Section 6.2 upon the earlier of the following two (2) events: (1) when Blue Ridge has converted its Cable System to a fully digitized transmission (i.e. Blue Ridge no longer utilizes the analog spectrum for transmitting cable programming); or (2) four (4) years from the Effective Date.

(c) To enable the Township and/or its designees to utilize the EG channel, the Township shall select, and Blue Ridge shall connect to the Cable System, a mutually agreeable remote origination point. Blue Ridge shall provide and install, at its sole cost and expense, within sixty (60) days of receiving notice from the Township that it wishes to obtain an EG channel, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can originate from the selected location and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line." Blue Ridge shall distribute the video signals for the EG channel in high quality resolution and shall cablecast the signals on the Digital Base Service Tier.

(d) The Township and Blue Ridge agree that any and all costs incurred by

Blue Ridge for providing the EG channel and supporting such channel, including any and all equipment and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC, except that it is mutually agreed that such costs shall not be itemized on Subscribers' bills.

(e) Blue Ridge shall not be obliged to provide the Township with "studio equipment" (i.e. camera, lights, microphones, office furnishings, etc.) under this EG channel provision.

SECTION 7

REGULATION BY TOWNSHIP

7.1 RIGHT TO INSPECT

(a) The Township shall have the right, upon five (5) business days written notice and during Normal Business Hours, to inspect at the notice location for Blue Ridge specified in Section 13.3 below all documents, records and other pertinent information maintained by Blue Ridge which relate to the terms of this Agreement.

(b) In addition, Blue Ridge shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. §76.305 in the manner specified therein.

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Township or its representatives may conduct a full compliance review, including possible public hearings, with respect to whether Blue Ridge has complied with any material term of this Agreement so long as it provides Blue Ridge with twenty (20) days written notice in advance of the commencement of any such reviews or public hearings. For purposes of this Section, the term "compliance review" shall mean an investigation, inquiry and/or review by the Township, its elected or appointed officials, agents, or employees to determine whether Blue Ridge has complied with any or all of the obligations contained in this Agreement. Notice of the compliance review shall include a specific statement as to the Sections of the Agreement at issue if the review is to examine specific issues. If the compliance review is a general, overall review then said general reviews shall be limited to two (2) times per year.

7.3 RIGHT TO REGULATE RATES

(a) The Township has the right to regulate Cable Service rates to the extent authorized by applicable federal law.

(b) Blue Ridge shall file all required FCC forms and documentation for any increase in the rates or charges for any Cable Service or equipment subject to regulation with the Township on or before the notification period required by applicable federal law.

7.4 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act, any amendments thereto, and any other relevant federal, state or local laws or regulations.

SECTION 8 **REPORTING REQUIREMENTS**

8.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 2.3 of this Agreement, Blue Ridge shall accompany each quarterly franchise fee payment with a written report containing an accurate statement of Blue Ridge's Gross Revenues received for the quarter in connection with the operation of Blue Ridge's Cable System and a brief report showing the basis for computation of fees. The report will contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall also include subscriber counts for subscribers of Cable Services in the Township. The report shall be verified by a financial representative of Blue Ridge.

8.2 ANNUAL FINANCIAL REPORT

Blue Ridge shall submit to the Township, not later than one hundred twenty (120) days after the completion of each fiscal year, a statement from its auditors and certified by Blue Ridge's Chief Financial Officer that Blue Ridge is solvent and has the financial means to meet its obligations under this Agreement.

8.3 QUARTERLY CUSTOMER COMPLAINT REPORT

Blue Ridge shall submit to the Township, on a quarterly basis, a report showing the number of Complaints, as defined in Section 14 of "Definitions" below, originating from the Township received during the reporting period, summary descriptions of the Complaints, and summary descriptions of the resolutions of the Complaints. Such reports may be in the form of "trouble reports" that are internally generated by Blue Ridge.

8.4 GOVERNMENT REPORTS

Blue Ridge shall provide to the Township, upon written request, copies of any public reports, documents, and pleadings which Blue Ridge has submitted to any federal, state or local regulatory agencies, courts or other governmental bodies if such documents directly relate to the Cable System. Blue Ridge shall provide copies of such documents no later than thirty (30) days after such written request.

SECTION 9 **FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION**

9.1 VIOLATIONS

(a) If the Township has reason to believe that Blue Ridge violated any provision of this Agreement, it shall notify Blue Ridge in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the Township does not notify Blue Ridge of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Blue Ridge shall have thirty (30) days to cure or dispute such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the Township's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Blue Ridge's control, the period of time in which Blue Ridge must cure the violation may be extended by the Township in writing for such additional time necessary to complete the cure, provided that Blue Ridge shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) above, then Blue Ridge shall be liable for liquidated damages and the Township's costs in accordance with Section 9.2 below.

9.2 LIQUIDATED DAMAGES

Because Blue Ridge's failure to comply with provisions of this Agreement will result in injury to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Blue Ridge in the amount of two hundred fifty dollars (\$250.00) per day for each day the violation continues, provided Blue Ridge has had an opportunity to cure in accordance with Section 9.1. Such damages shall not be a substitute for specific performance by

Blue Ridge or legal action by the Township, but shall be in addition to such performance or action.

9.3 PERFORMANCE BOND

(a) Blue Ridge shall obtain and maintain during the franchise term, at its sole cost and expense, a performance bond running to the Township with a surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Blue Ridge's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Blue Ridge's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 9.1 and 9.2 above.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Blue Ridge shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

9.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this franchise if:

(1) Blue Ridge practices any fraud upon the Township in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Blue Ridge transfers, assigns or changes the control of this franchise, the Cable System or any significant portion thereof, or more than fifty percent (50%) of the equitable ownership of the Cable System without the consent of the Township;

(3) Blue Ridge repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC;

(4) Blue Ridge repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Blue Ridge or occurs as a result of circumstances beyond its control in the reasonable judgment of the Township. Blue Ridge shall not be excused from the performance of any of its obligations

under this franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Board of Supervisors after an appropriate public hearing that shall afford Blue Ridge due process and full opportunity to be heard and to respond to any notice of grounds to terminate. All notice requirements shall be met by providing Blue Ridge at least thirty (30) days prior written notice of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township Board of Supervisors, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Blue Ridge of mitigating circumstances or good cause for the existence of such grounds. Furthermore, Blue Ridge shall have the right to appeal, in accordance with applicable law, a determination of revocation made by the Township.

SECTION 10 **PROGRAMMING**

10.1 CHANNEL CAPACITY

Blue Ridge shall meet or exceed programming and channel capacity requirements set forth in federal law and regulations.

10.2 BROADCAST CHANNELS

To the extent required by federal law, Blue Ridge shall provide all Subscribers with Basic Service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) qualified local non-commercial educational television signals; and 3) any Educational and Governmental channel. All such signals shall be delivered to Subscribers in high quality resolution.

10.3 SIGNAL SCRAMBLING

Blue Ridge shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

10.4 CONTINUITY OF SERVICE

It shall be the right of all Subscribers to continue to receive service from Blue Ridge provided their financial and other obligations to Blue Ridge are honored.

Subject to the force majeure provisions in Section 13 of this Agreement, Blue Ridge shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Blue Ridge shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Blue Ridge shall notify Subscribers in advance of such service interruption.

10.5 PARENTAL CONTROL CAPABILITY

Upon request, Blue Ridge shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming.

10.6 TIER BUY THROUGH PROHIBITION

Blue Ridge shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Blue Ridge has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 11 LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

(a) Blue Ridge shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to or connected with any act or omission of Blue Ridge, its officers, agents or employees, arising out of or in any way connected to, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other costs of such indemnification.

(b) The Township shall not at any time be liable for any injury or damage to persons or property from any cause whatsoever arising from or in any way

connected to the construction, installation, upgrade, reconstruction, operation, maintenance, or removal of the Cable System or any other equipment or facilities.

11.2 INSURANCE

(a) Blue Ridge shall maintain insurance throughout the term of this Agreement with the Township as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Blue Ridge or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Blue Ridge to the Township within thirty (30) days of the Effective Date.

SECTION 12
FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Blue Ridge nor its parent nor any Affiliated Entity shall transfer or assign, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township.

(b) Neither Blue Ridge nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Blue Ridge nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than fifty percent (50%) of its equitable ownership in the Cable System without the prior written consent of the Township.

(d) Blue Ridge shall make written application to the Township of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(e) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

(f) In the event that Blue Ridge, its parent or any Affiliated Entity seeks approval of the Township for a transfer, assignment or change of control, Blue Ridge shall be responsible for any and all reasonable attorneys' and/or consulting fees incurred by the Township relative to the transfer, assignment, or change of control.

12.2 RENEWAL

The Township and Blue Ridge agree that any proceedings or activities that relate to the renewal of Blue Ridge's franchise shall be governed by applicable federal, state and local law.

SECTION 13
MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of force majeure, Blue Ridge is unable in whole or in part to carry out its obligations hereunder, Blue Ridge shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections, riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; and partial or entire failure of utilities.

13.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement or of any non-renewal hereof by passage of time or otherwise, Blue Ridge shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may place a lien on such property in accordance with the Pennsylvania Municipal Lien Act. The Township may also remove the property at Blue Ridge's cost.

(b) During the term of the Agreement, if Blue Ridge decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to such decision, which notice shall describe the property and its location. The Township shall have the right to either require Blue Ridge to remove the property, remove the property itself and charge Blue Ridge with the costs related thereto, or transfer ownership of the property to the Township's designee provided fair market value is paid to Blue Ridge. Notwithstanding the foregoing, Blue Ridge shall not be required to remove its Cable System provided that such facilities are utilized for a legal purpose for which no franchise agreement is required by law

13.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent via personal service, regular U.S. mail, or special overnight courier to:

Secretary/Treasurer
Pocono Township
P.O. Box 197
Tannersville, PA 18372

The Township may specify any change of address in writing to Blue Ridge.

Every notice to be served upon Blue Ridge shall be sent via personal service, regular U.S. mail, or special overnight courier to:

David L. Masenheimer, President
Blue Ridge Communications
613 Third Street, P.O. Box 215
Palmerton, PA 18071

Blue Ridge may specify any changes of address in writing to the Township.

Each delivery to Blue Ridge or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

Blue Ridge is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

13.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this

Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Monroe, or in the United States District Court for the Middle District of Pennsylvania.

13.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Blue Ridge.

13.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

13.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Blue Ridge may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Blue Ridge may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Blue Ridge.

13.10 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Blue Ridge, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. 159 dated June 6, 2011 of the Township Board of Supervisors.

SECTION 14 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Blue Ridge.

(b) Basic Service - That service tier which shall include the retransmission of local broadcast television signals permitted by the broadcasters.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Communications Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written communication by a Subscriber expressing dissatisfaction with any material specific aspect of Blue Ridge's business or the operation of its Cable System.

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received directly or indirectly by Blue Ridge or its Affiliated Entities from any source whatsoever arising from, attributable to, or in any way derived from the operation of Blue Ridge's Cable System located

within the Township to provide Cable Service. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other Cable Service;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for "trouble calls";
- (9) fees for leasing of channels within the Township;
- (10) rental or sales of any and all equipment, including converters and remote control devices;
- (11) studio rental, production equipment and personnel fees;
- (12) any and all advertising revenues;
- (13) fees charged for use of any equipment, including cable transmission wires, by any other entity;
- (14) sale or rental of Subscriber lists;
- (15) revenues or commissions from home shopping channels;
- (16) revenue from interactive television services;
- (17) bank-at-home services and other revenue sharing arrangements provided through the Cable System;
- (18) fees for any and all music services;
- (19) fees for video-on-demand;
- (20) sales of program guides;
- (21) late payment fees;
- (22) NSF check charges; and
- (23) franchise fees.

Gross Revenues shall not include bad debts or any taxes on services furnished by Blue Ridge and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit. Nothing herein shall be interpreted to enlarge the Township's right to collect Franchise Fees beyond the authority granted to the Township by the Cable Act; and the Township acknowledges that revenues from advertising and home shopping channels are received based on zip codes that do not conform to Municipality boundaries. For the purpose of calculating Franchise Fees, these revenues will be prorated among franchise authorities based upon the number of subscribers within each.

(j) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(k) Normal Operating Conditions - Business conditions within Blue Ridge's service department which are within the control of Blue Ridge. Those conditions that are not within the control of Blue Ridge include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(l) Outlet - An interior receptacle that connects a television set to the Cable System.

(m) Programming - Any video or audio signal carried over the Cable System.

(n) Service Interruption - The loss of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Blue Ridge for, and lawfully receives, the video signals and Cable Service distributed by the Cable System noting that all such Cable Service distributed by the Cable System in the Township is acknowledged by Blue Ridge, at the time of this Agreement, to cross at least one public right-of-way and therefore ensure inclusion of all Subscribers for purposes of Franchise Fees owed to the Township.

WITNESS our hands and official seals, this 6th day of June, 2011.

ATTEST

TOWNSHIP OF POCONO



Asst Secretary

By: Jane Cilurso

Name (Print): Jane Cilurso

Title: Chairwoman/Supervisor

Date: 6/6/11

ATTEST:

BLUE RIDGE COMMUNICATIONS

By: _____

SIGN

Name (Print): _____

Title: _____

Date: _____

EXHIBIT A

**LIST OF DESIGNATED LOCATIONS FOR
SERVICES TO COMMUNITY FACILITIES**

Pocono Township Municipal Building
Route 611
Tannersville, PA 18372

Pocono Township Police Department
Route 611
Tannersville, PA 18372

Pocono Township Public Works Department
Route 611
Tannersville, PA 18372

Pocono Township Fire Company
Route 611
Tannersville, PA 18372

Pocono Township Ambulance
Route 611
Tannersville, PA 18372

Mountain View Park Office/Maintenance Facility
Sullivan Trail
Tannersville, PA 18372

MEMORANDUM

To: Board of Commissioners

cc:

From : Gregg Schuster, Township Manager

Date: 4/14/16

Re: Temporary Zoning Officer

I request to hire Doug Olmstead as the temporary zoning officer at a rate of \$35 per hour without benefits. Mr. Olmstead is a professional engineer with extensive experience with zoning codes. He has previously served as a municipal zoning officer. His resume has been previously forwarded to you. Although the primary role for Mr. Olmstead would be as a zoning officer, he has offered to help out in other areas that he is experienced in.

This employment would be temporary in nature until such time as the Township hired a permanent zoning officer or contract service.

CONTRACT CHANGE ORDER

PROJECT: Route 611 Sanitary Sewer Replacement Project

CHANGE ORDER NUMBER: PCO# 004

DATE: April 14, 2016

CONTRACTOR: Marona Construction Company

ENGINEER'S PROJECT NUMBER: POCO-00040

CONTRACT DATE: October 6, 2015

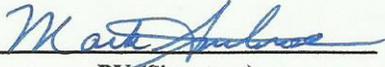
The Contract is changed as follows:

Due to unknown subsurface conditions discovered during the excavation for proposed MH C-01-75-1 in the area of Bulger's Run on Pocono Farmstand property the proposed manhole and 270 L.F. of 24-inch, C-905 sewer main can not be installed as per contract plans without significant construction changes and potential impact to existing infrastructure proposed to remain in place. Further inspection and evaluation of the existing 24-inch HDPE pipe determined that the pipe is in good condition and is able to convey the sewer system's design and permitted sewage flow and does not need to be replaced. Based on these findings and determinations the Original Contract Amount shall be revised as outlined below.

The Original Contract Amount was	\$ 2,625,000.00
The net change by previously authorized Change Orders	\$ 50,000.00
The Contract Amount prior to this Change Order was	\$ 2,675,000.00
The Contract Amount will be decreased by this Change Order in the amount of	\$ 126,533.64
The new Contract Amount, including this Change Order, will be	\$ 2,548,466.36
The Contract Time will be increased by	(0) days
The date of Substantial Completion as of the date of this Change Order, therefore, is	May 2, 2016
The date of Final Completion as of the date of this Change Order, therefore, is	June 2, 2016

NOTE: This Change Order does not include changes in the Contract Amount or Contract Time that have not been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>T&M Associates</u> ENGINEER	<u>Marona Construction Company</u> CONTRACTOR	<u>Pocono Township</u> OWNER
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Mark Ambrose, P.E.</u> (Printed Name)	 (Printed Name)	 (Printed Name)
<u>April 14, 2016</u> DATE	 DATE	 DATE

PERMANENT EASEMENT & TWO (2) TEMPORARY EASEMENTS
PART OF TAX PARCEL/UPI NO. 12/8/2/9

This EASEMENT made the _____ day of _____, in the year two thousand sixteen (2016),

Between **POCONO TOWNSHIP**, a First Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of P.O. Box 197, Tannersville, Pennsylvania 18372, Grantor and party of the first part,

And

BRODHEAD CREEK REGIONAL AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania, with an office situate at 410 Mill Creek Road, East Stroudsburg, Monroe County, Pennsylvania 18301, Grantee and party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States of America, unto it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, its successors and assigns,

ALL THAT CERTAIN two (2) temporary and permanent easements for the purpose of accessing and maintaining an access road and constructing, maintaining, laying, relaying, improving, extending, operating, repairing, and replacing water mains, casings, laterals, valves, hydrants, and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, and through the lands of Grantor situated in the Township of Pocono, Monroe County, Pennsylvania, Parcel No. 12/8/2/9, PIN 12637201287961, for the exercise of said rights and privileges to: access and maintain an access road, and; lay, relay, construct, improve, extend, operate, replace, renew, repair, and maintain a water main and appurtenant facilities, including surface markers, to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface, as shown on the plans, entitled "Brodhead Creek Regional Authority, Pocono Township, Monroe Co., PA., Plan of Public Water Utility System Easement Through Lands of Pocono Township," prepared by Glace Associates, Inc., dated March 31, 2016, attached hereto as **Exhibit "A"** (Permanent Easement Plan) and **Exhibit "B"** (Temporary Easements Plan), respectively, bounded and described as follows, to wit:

A. TEMPORARY CONSTRUCTION EASEMENTS: The below-described Permanent Public Water Utility System Easement is also subject to two (2) separate Temporary

Easements hereinafter described, as follows:

i. First Temporary Construction Easement

BEGINNING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC;

THENCE, along the GRANTOR'S property line and Permanent Public Water Utility System Easement North 00 degrees 30 minutes 00 seconds West, 20.00 feet, to a point, said point being the POINT OF BEGINNING of the First Temporary Easement;

THENCE, along the GRANTOR'S property line North 00 degrees 30 minutes 00 seconds West, 30.00 feet, to a point;

THENCE, through GRANTOR'S land, North 89 degrees 00 minutes 00 seconds East, 155.48 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 30 minutes 00 seconds East, 58.03 feet, to a point,

THENCE, through GRANTOR'S land, North 35 degrees 40 minutes 00 seconds East, 245.23 feet, to a point,

THENCE, through GRANTOR'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 358.47 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 09 degrees 05 minutes 00 seconds East, 30.00 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through GRANTOR'S land and following along the Permanent Public Water Utility System Easement, South 80 degrees 40 minutes 00 seconds West, 346.05 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 35 degrees 40 minutes 00 seconds West, 225.83 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water

Utility System Easement, South 09 degrees 30 minutes 00 seconds West, 76.01 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 89 degrees 00 minutes 00 seconds West, 180.69 feet, to a point on the GRANTOR'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the First Temporary Easement to be acquired.

ii. Second Temporary Construction Easement

BEGINNING at a point marked by an iron pipe set within the Right-Of-Way of Rt. 0611, said point being the east most property corner of GRANTOR;

THENCE, along the GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, 334.26 feet, to a point on the GRANTOR'S property line, said point being the POINT OF BEGINNING of the Second Temporary Easement to be acquired;

THENCE, along the GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, 30.00 feet, to a point along the GRANTOR'S property and on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, North 09 degrees 20 minutes 00 seconds West, 410.73 feet to a point on the GRANTOR'S property line with now or formerly of Naseer and Sons, Inc.;

THENCE, along GRANTOR'S property line with now or formerly of Naseer and Sons, Inc., North 89 degrees 00 minutes 00 seconds East, 30.32 feet, to a point along the GRANTOR'S property line;

THENCE, through GRANTOR'S land, South 09 degrees 20 minutes 00 seconds East, 406.33 feet, to a point on the GRANTOR'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the Second Temporary Easement to be acquired (see attached **EXHIBIT "B"**).

Said Temporary Easements contain a total of 36,943 square feet, more or less, or 0.85 acres, as delineated in hatch marks on **Exhibit "B"** attached hereto and made a part hereof. The temporary construction easements shall continue until the earlier of one hundred eighty (180) days from Route 611 to Route 715 construction project or December 31, 2018.

B. PERMANENT PUBLIC WATER UTILITY SYSTEM EASEMENT:

BEGINNING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING;

THENCE, along the GRANTOR'S property line North 00 degrees 30 minutes 00 seconds West, 20.00 feet, to a point;

THENCE, through GRANTOR'S land, North 89 degrees 00 minutes 00 seconds East, 180.69 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 30 minutes 00 seconds East, 76.01 feet, to a point,

THENCE, through GRANTOR'S land, North 35 degrees 40 minutes 00 seconds East, 225.83 feet, to a point,

THENCE, through GRANTOR'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 346.05 feet, to a point,

THENCE, through GRANTOR'S land, North 09 degrees 20 minutes 00 seconds West, 393.66 feet, to a point on the GRANTOR'S property line with now or formerly of Naseer and Sons, Inc.,

THENCE, along GRANTOR'S property line, North 89 degrees 00 minutes 00 seconds East, 20.21 feet, to a point on the GRANTOR'S property line,

THENCE, through GRANTOR'S land, South 09 degrees 20 minutes 00 seconds East, 410.73 feet, to a point on GRANTOR'S property line with now or formerly of the School District of the Township of Pocono,

THENCE, along GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, (at 208.74 feet passing through a property boundary) (passing over the Pocono Creek), 357.76 feet, to a point,

THENCE, through GRANTOR'S land, South 35 degrees 40 minutes 00 seconds West, 218.90 feet, to a point, said point being a corner of the GRANTOR'S property and now or formerly of the School District of the Township of Pocono,

THENCE, thence along GRANTOR'S property line, South 09 degrees 30 minutes

00 seconds West, 88.00 feet, to a point, said point being a shared property corner of: the GRANTOR; now or formerly of the School District of the Township of Pocono; and now or formerly of Chelsea Pocono Finance, LLC,

THENCE, along GRANTOR'S property line, South 89 degrees 00 minutes 00 seconds West, 197.50 feet, to a point, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING and conclusion of the public water utility system easement to be acquired (see attached **Exhibit "A"**).

Said permanent public water utility easement contains 24,891 square feet, more or less, or 0.57 acres, as delineated in white on **Exhibit "A"** attached hereto and made a part hereof.

BEING PART of the same premises which The School District of the Township of Pocono, now by merger and change of name, The Pocono Mountain School District, by its deed dated June 20, 2006, and recorded on June 20, 2006, in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book 2271, Page 6353, granted and conveyed unto Pocono Township, Grantor hereof, in fee.

Together with all and singular the buildings, lines, and improvements, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said permanent and temporary easements, right-of-way, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

AND the said Grantor does hereby covenant and agree to and with the said Grantee that the Grantor, its successors and assigns, and shall and will **SPECIALLY WARRANT** the permanent and temporary water main easements hereby conveyed and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantee, its

successors and assigns, against lawful claims and demands of the said Grantor and all persons claiming or to claim by, through or under them.

In Witness Whereof, the said party of the first part has caused these presents to be executed and its Township seal hereunto affixed the day and year aforesaid.

ATTEST:

POCONO TOWNSHIP

(Asst.) Secretary

By: _____ **(SEAL)**
(Vice) President

(TOWNSHIP SEAL)

The correct and precise P.O. address of the within-named Grantee is:

410 Mill Creek Road
East Stroudsburg, PA 18301

On behalf of said Grantee

COMMONWEALTH OF PENNSYLVANIA :
SS.

COUNTY OF MONROE :

On this, the _____ day of _____, 2016, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared _____, who acknowledged himself to be the (Vice) President of Pocono Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of Pocono Township by himself as (Vice) President, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
Commonwealth of Pennsylvania
My Commission Expires:

Prepared by:

JOHN C. PREVOZNIK, ESQUIRE
ATTORNEY AT LAW
47 SOUTH COURTLAND STREET
EAST STROUDSBURG, PENNSYLVANIA 18301
(570) 426-9660
(570) 424-8142 Facsimile

PART OF TAX PARCEL/UPI NOS. 12/8/2/9

**DEVELOPMENT AGREEMENT FOR TEMPORARY
AND PERMANENT EASEMENTS**

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the **POCONO TOWNSHIP**, a First Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of P.O. Box 197, Tannersville, Pennsylvania 18372, and a physical location at the Pocono Township Municipal Building, Route 611, Tannersville, Monroe County, Pennsylvania, its successors and assigns (hereinafter “Pocono” or the “Township”), and the **BRODHEAD CREEK REGIONAL AUTHORITY**, a municipal authority duly organized under the laws of the Commonwealth of Pennsylvania, with an address of 410 Mill Creek Road, East Stroudsburg, Pennsylvania 18301 (hereinafter the “BCRA”) (jointly hereinafter referred to as the “Parties”).

BACKGROUND

A. The Township is the owner of a certain tract of land situate in Pocono Township, Monroe County, Pennsylvania, bearing Parcel No. 12/8/2/9, PIN 12637201287961, as more particularly described in Record Book Volume 2271, Page 6353, and as recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe (hereinafter “Pocono Property”).

B. The BCRA has undertaken a water main project within Pocono Township wherein the BCRA will run a twelve (12”) inch water main from its twelve (12”) inch water main located on Route 611, through various properties in order to form an interconnection

of the twelve (12") inch water main with a ten (10") inch water main owned by the Pocono Jackson Joint Water Authority (PJJWA) on Route 715, south of the Route 715 bridge over Interstate Route 80 (the "Project") which Project shall require the BCRA to run its proposed twelve (12") inch water main across a portion of the Pocono Property (hereinafter upon completion of construction referred to as the "Water Utility System").

C. The BCRA has requested from Pocono Township a twenty (20') foot wide permanent easement on a portion of the Pocono Property, as more fully described in the plan, entitled "Brodhead Creek Regional Authority, Pocono Township, Monroe Co., PA., Plan of Public Water Utility System Easement Through Lands of Pocono Township," prepared by Glace Associates, Inc., dated March 31, 2016, which is attached hereto as **Exhibit "A"** (the "Plan"), in order to gain ingress and egress to construct, install, operate, and maintain a water main and attendant facilities (Water Utility System) over, under, and through the Pocono Property.

D. In addition, the BCRA has requested from Pocono Township two (2) thirty (30') foot wide temporary easements on a portion of the Pocono Property, as more fully described in the plan, entitled "Brodhead Creek Regional Authority, Pocono Township, Monroe Co., PA., Plan of Public Water Utility System Easement Through Lands of Pocono Township," prepared by Glace Associates, Inc., dated March 31, 2016, which is attached hereto as **Exhibit "B"** (the "Plan"), in order to gain ingress and egress to construct, install, operate, and maintain a water main and attendant facilities (Water Utility System) over, under, and through the Pocono Property.

E. This Agreement is to commemorate the understanding and agreements of the Parties with regard to the requested easements and their use.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference just as if reproduced and republished at length herein.

2. **Public Water Utility System Easements.** The Township agrees to convey temporary and permanent easements to the BCRA for the Public Water Utility System in the form attached hereto as **Exhibit "C"** (Deed of Easement), and as follows:

(a) **Temporary Construction Easements.** The Township conveys unto the BCRA, its agents, employees, representatives, contractors, successors and assigns, two (2) temporary construction easements for the purpose of the free and uninterrupted rights of ingress, egress, regress, use, and the privileges of laying, constructing, installing, storing, maintaining, patrolling, repairing, replacing or enlarging the Project, as follows:

i. **First Temporary Construction Easement**

COMMENCING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of TOWNSHIP and of, now or formerly of, Chelsea Pocono Finance, LLC;

THENCE, along the TOWNSHIP'S property line and Permanent Public Water Utility System Easement North 00 degrees 30

minutes 00 seconds West, 20.00 feet, to a point, said point being the POINT OF BEGINNING of the First Temporary Easement;

THENCE, along the TOWNSHIP'S property line North 00 degrees 30 minutes 00 seconds West, 30.00 feet, to a point;

THENCE, through TOWNSHIP'S land, North 89 degrees 00 minutes 00 seconds East, 155.48 feet, to a point;

THENCE, through TOWNSHIP'S land, North 09 degrees 30 minutes 00 seconds East, 58.03 feet, to a point,

THENCE, through TOWNSHIP'S land, North 35 degrees 40 minutes 00 seconds East, 245.23 feet, to a point,

THENCE, through TOWNSHIP'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 358.47 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through TOWNSHIP'S land and along the Permanent Public Water Utility System Easement, South 09 degrees 05 minutes 00 seconds East, 30.00 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through TOWNSHIP'S land and following along the Permanent Public Water Utility System Easement, South 80 degrees 40 minutes 00 seconds West, 346.05 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through TOWNSHIP'S land and along the Permanent Public Water Utility System Easement, South 35 degrees 40 minutes 00 seconds West, 225.83 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through TOWNSHIP'S land and along the Permanent Public Water Utility System Easement, South 09 degrees 30 minutes 00 seconds West, 76.01 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through TOWNSHIP'S land and along the Permanent Public Water Utility System Easement, South 89 degrees 00 minutes 00 seconds West, 180.69 feet, to a point on the

TOWNSHIP'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the First Temporary Easement to be acquired.

ii. **Second Temporary Construction Easement**

COMMENCING at a point marked by an iron pipe set within the Right-Of-Way of Rt. 0611, said point being the east most property corner of TOWNSHIP;

THENCE, along the TOWNSHIP'S property line South 80 degrees 40 minutes 00 seconds West, 334.26 feet, to a point on the TOWNSHIP'S property line, said point being the POINT OF BEGINNING of the Second Temporary Easement to be acquired;

THENCE, along the TOWNSHIP'S property line South 80 degrees 40 minutes 00 seconds West, 30.00 feet, to a point along the TOWNSHIP'S property and on the Permanent Public Water Utility System Easement;

THENCE, through TOWNSHIP'S land and along the Permanent Public Water Utility System Easement, North 09 degrees 20 minutes 00 seconds West, 410.73 feet to a point on the TOWNSHIP'S property line with now or formerly of Naseer and Sons, Inc.;

THENCE, along TOWNSHIP'S property line with now or formerly of Naseer and Sons, Inc., North 89 degrees 00 minutes 00 seconds East, 30.32 feet, to a point along the TOWNSHIP'S property line;

THENCE, through TOWNSHIP'S land, South 09 degrees 20 minutes 00 seconds East, 406.33 feet, to a point on the TOWNSHIP'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the Second Temporary Easement to be acquired (see attached **EXHIBIT "B"**).

Said Temporary Easements contain a total of 36,943 square feet, more or less, or 0.85 acres.

(b) **Permanent Public Water Utility System Easement.** The Township

conveys unto the BCRA, its agents, employees, representatives, contractors, successors and assigns, one permanent public water utility system easement for the purpose of the free and uninterrupted rights of ingress, egress, regress, use, and the privileges of laying, constructing, installing, storing, maintaining, patrolling, repairing, replacing or enlarging the Project, as follows:

BEGINNING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING;

THENCE, along the GRANTOR'S property line North 00 degrees 30 minutes 00 seconds West, 20.00 feet, to a point;

THENCE, through GRANTOR'S land, North 89 degrees 00 minutes 00 seconds East, 180.69 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 30 minutes 00 seconds East, 76.01 feet, to a point,

THENCE, through GRANTOR'S land, North 35 degrees 40 minutes 00 seconds East, 225.83 feet, to a point,

THENCE, through GRANTOR'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 346.05 feet, to a point,

THENCE, through GRANTOR'S land, North 09 degrees 20 minutes 00 seconds West, 393.66 feet, to a point on the GRANTOR'S property line with now or formerly of Naseer and Sons, Inc.,

THENCE, along GRANTOR'S property line, North 89 degrees 00 minutes 00 seconds East, 20.21 feet, to a point on the GRANTOR'S property line,

THENCE, through GRANTOR'S land, South 09 degrees 20 minutes 00 seconds East, 410.73 feet, to a point on GRANTOR'S property line with now or formerly of the School District of the Township of Pocono,

THENCE, along GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, (at 208.74 feet passing through a property boundary) (passing over the Pocono Creek), 357.76 feet, to a point,

THENCE, through GRANTOR'S land, South 35 degrees 40 minutes 00 seconds West, 218.90 feet, to a point, said point being a corner of the GRANTOR'S property and now or formerly of the School District of the Township of Pocono,

THENCE, thence along GRANTOR'S property line, South 09 degrees 30 minutes 00 seconds West, 88.00 feet, to a point, said point being a shared property corner of: the GRANTOR; now or formerly of the School District of the Township of Pocono; and now or formerly of Chelsea Pocono Finance, LLC,

THENCE, along GRANTOR'S property line, South 89 degrees 00 minutes 00 seconds West, 197.50 feet, to a point, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING and conclusion of the public water utility system easement to be acquired (see attached **Exhibit "A"**).

Said permanent public water utility system easement contains 24,891 square feet, more or less, or 0.57 acres.

All easements to include rights for vehicles, supplies, and construction equipment for the purpose of laying, storing of materials, constructing, maintaining, operating, patrolling, repairing, replacing, enlarging, and/or removing any component of the Public Water Utility System, together with all necessary pipes, conduits, fittings, appurtenances, valves, regulators, meters, appliances, tie overs, pumps, fixtures, and facilities related to the Public Water Utility System. The BCRA shall bear the sole cost in laying, installing, constructing, maintaining, operating, repairing, replacing, and/or removing the Project without right of contribution from the Township. The temporary construction easements

shall expire one hundred eighty (180) days from completion of the Project unless extended by agreement of the Parties.

3. **Consideration for Public Water Utility System Easement.** The BCRA, in consideration of the grant of the temporary and permanent easements as set forth herein, shall construct at its own cost and convey to the Township the following:

(a) A one (1") inch water lateral with meter pit and meter to a point established by the Township for a drinking fountain on the Pocono Property baseball field;

(b) A one (1") inch tap with meter pit to accommodate a one (1") water lateral to be constructed by the Township in the Pocono Property parking area; Township shall provide a BCRA approved meter at its own cost at the time of connection; and

(c) The one (1") inch water lateral with meter pit and meter to the outside of the fence surrounding the Sewer Pump Station No. 2 to be installed by the BCRA. Connection to the pump station or a yard hydrant shall be done by the Township; and

(d) The BCRA shall waive the tapping fees for the connections set forth in subparagraphs (a) and (c) directly above. The Township shall pay the tapping fees for the line, when made by the Township, for the connection contemplated by subparagraph (b) directly above; and

(e) The completed Project will include metered water lines for the lines set forth in subparagraph (a) and (c) directly above which will be transferred by the BCRA to the Township by a bill of sale. The water line contemplated in subparagraph (b) directly above will also be transferred by the BCRA to the Township by a bill of sale but will not be metered by the BCRA. The line will be required to be metered by the Township prior

to connection as set forth above. Thereafter, the Township will be a regular customer of the BCRA for all connections set forth.

4. **Township Use of Easement on Pocono Property.** The Township reserves unto itself, its successors and assigns, any and all other uses of the easement on the Pocono Property so long as it does not interfere with the BCRA's use, rights, and privileges as established by the Deed of Easement. Notwithstanding any provision of this Agreement to the contrary, the use of the Public Water Utility System Easement does not prohibit the right to temporarily close or block traffic in portions of the Public Water Utility System Easement for the commercially reasonable time necessary for the purpose of repair and maintenance and/or of protecting ownership rights. No temporary closure shall entirely block the movement of the BCRA vehicles for more than twenty-four (24) consecutive hours unless required by exigent circumstances or *force majeure*.

5. **Township Use Prohibition.** The Township shall not erect any barriers or permanent obstructions to the free and unhampered use of the Public Water Utility System Easement as set forth in this paragraph without the prior written consent of the other Party to this Agreement.

6. **Restoration and Maintenance of Easement Area.** The BCRA shall be solely responsible for the cost of laying, installing, and constructing the Public Water Utility System. The cost shall include the cost of opening and restoring the land disturbed in the construction of the Public Water Utility System in the Easements, as near as practicable, to its contour and condition as existed prior to the exercise of any of said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other

improved surface as the case may be, and in all other cases with ground and/or topsoil. Once the Pocono Property has been restored to a condition reasonably acceptable to the Township, the BCRA shall have no further maintenance obligation unless further maintenance or repairs to the Pocono Property is necessitated through the actions of the BCRA, its successors and assigns. It is the stated intent of this document that the BCRA remain responsible, at all times, for the repair and maintenance of the easement on the Pocono Property necessitated by the actions of the BCRA in constructing, operating, maintaining, repairing, and/or enlarging its Public Water Utility System. The rights of maintenance included herein shall include the right to permanently clear all trees, roots, brush, and other obstructions from the surface and subsurface.

7. **Storage of Materials, Supplies, and Equipment.** The BCRA shall have the temporary right to store construction materials, supplies, and equipment on the Pocono Property, in an area to be determined by the Township. The right to store construction materials, supplies, and equipment shall exist during any period of actual construction, repair, and/or maintenance of the Public Water Utility System. The Township has no responsibility for the BCRA's materials, supplies, and equipment stored by the BCRA on the Pocono Property. At no time shall the Township be deemed a bailor of such materials, supplies, and/or equipment. The BCRA acknowledges that the storage of materials, supplies, and equipment on the lands designated for such use by the Township is done solely at the risk of the BCRA.

8. **Indemnification/Insurance/Bond.**

(a) **Indemnification.** The Township and the BCRA hereby indemnify and hold each other harmless from any and all liability, damage, expense, causes of action, duties, claims, or judgments including, but not limited to, claims for bodily injury, death, or property damage occurring from the Parties, and their respective administrators, successors, assigns, business invitees, guests, licensees, agents, and servants, negligence, use of, on and/or occurring from their respective property and/or exclusive easements. This indemnification is deemed to be risk shifting and not risk sharing. Nothing herein shall be deemed a waiver of either Party's right to claim the defense of sovereign immunity or to invoke caps on damages pursuant to the Pennsylvania Political Tort Claims Act, 42 Pa.C.S. §§8541-8564.

(b) **Insurance.** The Township and the BCRA, and their respective successors in title shall procure and maintain in full force and effect throughout the term of this Agreement commercial general liability insurance against claims for bodily injury, death, or property damage occurring upon, in or about each Party's respective premises, property, and easement areas. Each Party shall provide to the other a copy of their respective general liability insurance policies then in effect. The policies shall name the Township and the BCRA, and their respective lenders and designees as additional insureds or co-insureds, as the case may be, and each of said Parties hereto shall provide to the other certificates evidencing the fact that the insurance required in this paragraph has been obtained and is in force and in effect. Such insurance may be written by additional endorsement on any master policy of insurance carried by such Party. Such

insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other Party.

9. **BCRA's/Development Performance.**

(a) **Public Water Utility System Development.** The BCRA agrees to furnish and install all materials and to construct in a workmanlike manner, at its own cost and expense, in accordance with the design criteria of the approved plan, profiles, data, specifications, and related documents, all improvements set forth on the said Plan and itemized in the attached improvements cost estimate submitted herewith and made a part of this Agreement as **Exhibit "D."** The BCRA agrees to post a performance bond in a form acceptable to the Township for the amounts set forth in **Exhibit "D,"** if required by the Township. If the BCRA requires a bond for the Project by a contractor, then that bond shall be deemed sufficient for the purpose of fulfilling the bonding requirement herein.

(b) **Erosion Control.** The BCRA agrees to install and maintain at its own cost and expense all facilities necessary to protect the subject, adjacent, and down gradient properties from damages resulting from erosion, sediment pollution, and storm water runoff attributable to the Project.

(c) **Erosion Responsibility.** The BCRA accepts full responsibility for any and all damages the subject Pocono Property or any other property suffers from erosion, sediment pollution or storm water runoff due to the Project on the said Pocono Property, and further indemnifies the Township from any responsibility whatsoever due to approving and allowing the Project within the described easements.

(d) **Township Review Costs.** The BCRA agrees to be responsible for any and all reasonable legal and engineering costs and expenses for construction inspection, consultation, and preparation of agreements in accordance with the Pennsylvania Municipalities Planning Code.

(e) **Completion Date.** The BCRA targets substantial completion of the Project to be on or before December 31, 2017 subject to unforeseen delays and circumstances.

(f) **PADEP Approval.** The BCRA agrees to provide evidence of compliance with all applicable requirements of the Pennsylvania Department of Environmental Protection to the Township including the receipt of an NPDES permit, if applicable and required. The BCRA shall provide the Township with a copy of the NPDES permit prior to commencing any earth disturbance work on the Pocono Property.

(g) **Outside Agency Approvals.** The BCRA shall obtain and provide to the Township copies of all outside governmental regulatory agency approvals required for the above Project, federal, state or local in nature including, but not limited to, permits or approvals from Pocono Township, Monroe County Conservation District, Pennsylvania, Department of Environmental Protection, and the Pennsylvania Department of Transportation (for a highway occupancy and/or drainage permit, if necessary), and obtain agreements where necessary with such agencies.

(h) **BCRA to Furnish Prints.** The BCRA agrees to provide the Township with one (1) complete set of paper prints and one (1) digital complete set of “as built” plan drawings of all improvements.

10. **No Implied Easements.** Except as expressly set forth in this Agreement, there shall be no easements, either express or implied, created by either Party in favor of the other.

11. **Attorneys' Fees.** If either Party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation including, but not limited to, appellate proceedings, in addition to any other remedy granted in such action.

12. **Injunctive Relief.** The Parties agree and acknowledge that a breach or violation of any of the provisions of this Agreement will leave the non-breaching Party or Parties with an adequate remedy at law and, therefore, injunctive or other equitable relief shall be available to the non-breaching Party to enforce the provisions of this Agreement, such relief to be available without the necessity of posting a bond, cash, or other security or surety. If any restriction or provision contained in this Agreement is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place as determined by such court and any remaining restrictions contained herein shall be enforced independently of such invalid or unreasonable restriction.

13. **Breach.**

(a) The unsuccessful Party in any action concerning this Agreement shall reimburse to the prevailing Party or Parties and its or their attorney's fees and court costs, which shall be deemed to have accrued on the date such action was filed. Unless otherwise provided in this Agreement, a Party shall not be deemed to be in default under

this Agreement until such Party shall have been given written notice describing the nature of the breach and within fifteen (15) days after the receipt of such notice (or such shorter period as may be appropriate based upon the circumstances or in the event of an emergency), or such shorter or longer period of time as otherwise may be provided in this Agreement, shall have failed to commence to cure such breach and to proceed diligently to completing the curing of such breach, utilizing all reasonable means to promptly cure the breach. If such breach is not cured within the applicable period of time, the non-breaching Party may, but shall not be obligated to, advance funds on behalf of the defaulting Party provided, however, the defaulting Party shall reimburse the non-breaching Party within ten (10) days after written demand thereof. Any notice sent pursuant to this section shall be sent to the defaulting Party, in writing, pursuant to Section 16(f) hereof. Any sums not paid within said time period shall bear the current judicial rate of interest.

(b) This Agreement is limited to the easements and rights herein provided. In the event any Party hereto breaches any provision of any applicable law, rule, regulation, ordinance, or the Constitutions of the Commonwealth of Pennsylvania and the United States of America, the Parties shall have all rights and remedies available at law or in equity to obtain appropriate redress arising from such breach or violation.

14. **Rights of Successors.** The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of each Party hereto and their respective heirs, representatives, successors and assigns.

15. **No Partnership, Joint Venture, or Principal Agent Relationship.**

Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint venturers, or to render any Party hereto liable for the debts or obligations of any other Party, and no provision of this Agreement is intended to create or constitute or nominate any person or entity as a third party beneficiary hereof.

16. **Force Majeure.** In the event either Party encounters delays in the performance of its obligations hereunder caused by fire or other casualty, floods, the elements, Acts of God, or other reasons beyond such Party's reasonable control, then the date for which performance of such obligation is required under this Agreement shall be extended for a period of time equal to the delay, provided the Party wishing to extend the date has notified the other Party of the delay in writing within ten (10) days following the start of the delay.

17. **General Provisions.**

(a) **Recordation.** The Deed of Easement attached hereto as **Exhibit "C"** has been or shall be recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, at the BCRA's cost.

(b) **Modification of Agreement.** A modification or a waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(c) **Successors and Assigns.** This Agreement shall extend to and shall bind the heirs, executors, administrators, successors, and assigns of the respective Parties hereto.

(d) **Exhibits and Schedules.** Exhibits and Schedules to this Agreement are an integral part hereof.

(e) **Separability.** Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(f) **Notices.** Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given: i) if delivered by hand; ii) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or iii) if sent by facsimile, with a copy sent by U.S. First Class Mail, postage prepaid:

If to the Pocono: Pocono Township
Attention: Manager
P.O. Box 197
Tannersville, PA 18372

If to the BCRA: Brodhead Creek Regional Authority
Attention: Manager
410 Mill Creek Road
East Stroudsburg, PA 18301

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by facsimile,

with a copy by U.S. First Class Mail shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by certified mail shall be effective on the third business day following dispatch. The Parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

(g) **Choice of Law.** This Agreement shall be governed and construed pursuant to Pennsylvania law without regard to conflicts of law principles. Jurisdiction of any dispute hereunder shall lie exclusively in the Monroe County Court of Common Pleas, Stroudsburg, Pennsylvania.

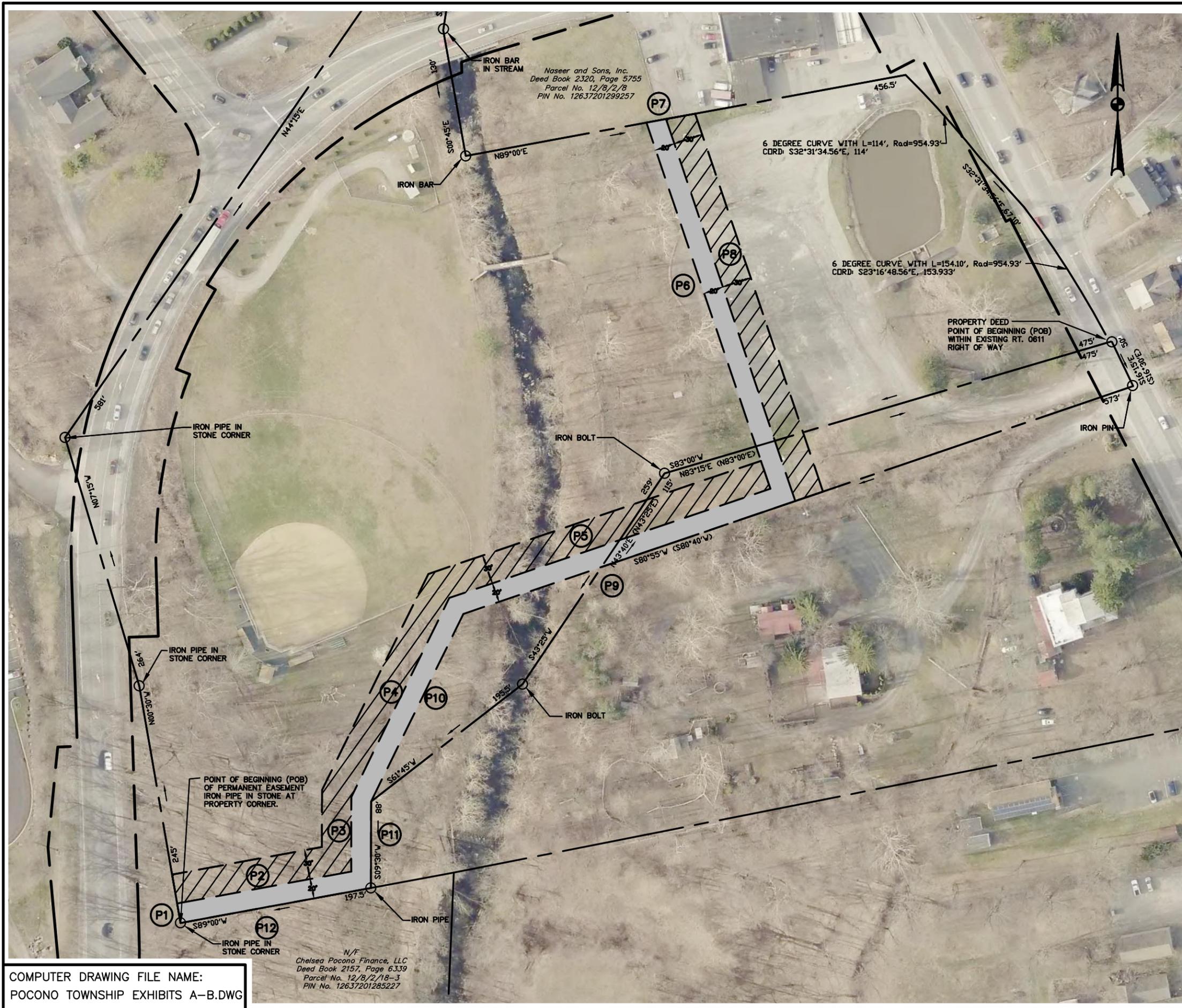
IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized officers or agents on the dates specified below.

ATTEST: POCONO TOWNSHIP

(Assistant) Secretary By: _____
(Township Seal) (Vice) President
Dated: _____, 2016

ATTEST: BROADHEAD CREEK REGIONAL AUTHORITY

Wm. Taylor Wenck, Secretary By: _____
(Authority Seal) John H. Parker, Jr., Chair
Dated: _____, 2016



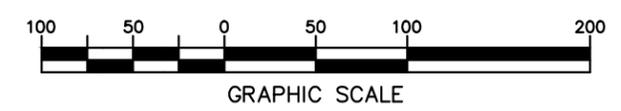
DESCRIPTION OF PERMANENT EASEMENT
 BEGINNING AT THE SOUTHWEST MOST PROPERTY
 CORNER, THENCE:

- (P1) N 00°30'00" W, 20.00'
- (P2) N 89°00'00" E, 180.69'
- (P3) N 09°30'00" E, 76.01'
- (P4) N 35°40'00" E, 225.83'
- (P5) N 80°40'00" E, 346.05'
- (P6) N 09°20'00" W, 393.66'
- (P7) N 89°00'00" E, 20.21'
- (P8) S 09°20'00" E, 410.73'
- (P9) S 80°40'00" W, 357.76'
- (P10) S 35°40'00" W, 218.90'
- (P11) S 09°30'00" W, 88.00'
- (P12) S 89°00'00" W, 197.50'

PERMANENT EASEMENT TO BE ACQUIRED

AREA OF PERMANENT EASEMENT TO BE ACQUIRED:
 24,891 S.F. OR 0.57 ACRES

NOTE: REC DEED BOOK: 2271, PAGE 6353 TO 6361
 TAX PARCEL NO. 12/8/2/9, PIN No. 12637201287961



BRODHEAD CREEK REGIONAL AUTHORITY
 POCONO TOWNSHIP, MONROE CO., PA.

PLAN OF PUBLIC WATER UTILITY SYSTEM EASEMENT
 THROUGH LANDS OF
POCONO TOWNSHIP

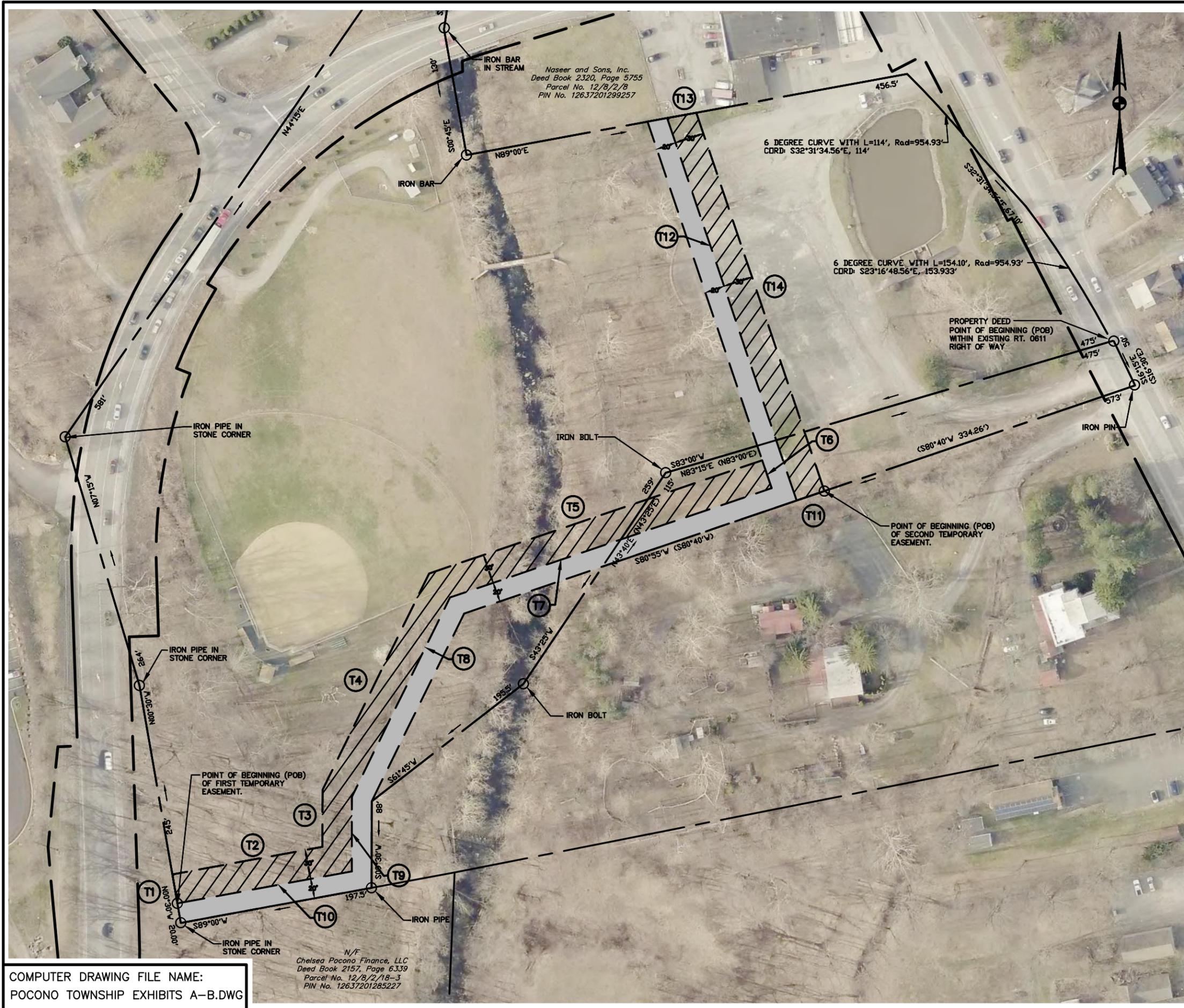
SCALE	DATE	FILE CODE	EXHIBIT
1"=100'	MAR. 31, 2016	6341504	A

GLACE ASSOCIATES, INC., CAMP HILL, PA.

COMPUTER DRAWING FILE NAME:
 POCONO TOWNSHIP EXHIBITS A-B.DWG

N/F
 Chelsea Pocono Finance, LLC
 Deed Book 2157, Page 6339
 Parcel No. 12/8/2/18-3
 PIN No. 12637201285227

O:\CAD DRAWINGS\634\6341504\ROWS\POCONO TOWNSHIP\POCONO TOWNSHIP EXHIBITS A-B.DWG, 3/31/2016 8:18 AM



DESCRIPTION OF TEMPORARY EASEMENT

COMMENCING AT THE SOUTHWEST MOST PROPERTY CORNER, THENCE N 00°30'00" W, 20.00' TO FIRST P.O.B.:

- (T1) N 00°30'00" W, 30.00'
- (T2) N 89°00'00" E, 155.48'
- (T3) N 09°30'00" E, 58.03'
- (T4) N 35°40'00" E, 245.23'
- (T5) N 80°40'00" E, 358.47'
- (T6) S 09°20'00" E, 30.00'
- (T7) S 80°40'00" W, 346.05'
- (T8) S 35°40'00" W, 225.83'
- (T9) S 09°30'00" W, 76.01'
- (T10) S 89°00'00" W, 180.69', THENCE;

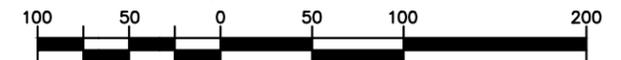
COMMENCING AT A PROPERTY CORNER IN RT. 0611 ROW, THENCE S 80°40'00" W, 334.26' TO THE SECOND P.O.B.:

- (T11) S 80°40'00" W, 30.00'
- (T12) N 09°20'00" W, 410.73'
- (T13) N 89°00'00" E, 30.32'
- (T14) S 09°20'00" E, 406.33'

TEMPORARY EASEMENT TO BE ACQUIRED

AREA OF TEMPORARY EASEMENT TO BE ACQUIRED:
36,943 S.F. OR 0.85 ACRES

NOTE: REC DEED BOOK: 2271, PAGE 6353 TO 6361
TAX PARCEL NO. 12/8/2/9, PIN No. 12637201287961



GRAPHIC SCALE

BRODHEAD CREEK REGIONAL AUTHORITY
POCONO TOWNSHIP, MONROE CO., PA.

PLAN OF PUBLIC WATER UTILITY SYSTEM EASEMENT
THROUGH LANDS OF

POCONO TOWNSHIP

SCALE	DATE	FILE CODE	EXHIBIT
1"=100'	MAR. 31, 2016	6341504	B

GLACE ASSOCIATES, INC., CAMP HILL, PA.

COMPUTER DRAWING FILE NAME:
POCONO TOWNSHIP EXHIBITS A-B.DWG

N/F
Chelsea Pocono Finance, LLC
Deed Book 2157, Page 6339
Parcel No. 12/8/2/18-3
PIN No. 12637201285227

EXHIBIT D

**IMPROVEMENT COST ESTIMATE FOR
PUBLIC WATER SYSTEM IMPROVEMENTS
THROUGH LANDS OF POCONO TOWNSHIP FOR**

**BRODHEAD CREEK REGIONAL AUTHORITY
MONROE COUNTY, PENNSYLVANIA**

**PJJMA Pocono Medical Center Tie-in Project
3/31/2016**

<u>CONSTRUCTION ITEM DISCRIPTION</u>	<u>UNIT COST</u>	<u>COST OPINION</u>
(1,700 LF) DI CL Class 54 12" Water Main	\$ 75.00	\$ 240,000
(200 LF) 12" HDPE CREEK CROSSING BORING	\$ 250.00	\$ 50,000
(3,100 SY) Yard Restoration	\$ 3.00	\$ 9,300
(1000 CY) of Stone Backfill	\$ 25.00	\$ 25,000
(1) Leak Detection Manhole, 12" Gate Valve, Pressure Tap	\$ 6,000.00	\$ 6,000
(1) 12 Gate Valves	\$ 2,400.00	\$ 4,800
(3) 1" Service Corporation Stop	\$ 150.00	\$ 450
(30 LF) 1" Service Cu Tubing	\$ 15.00	\$ 450
(670 LF) 1" Service Cu Tubing	\$ 15.00	\$ 10,050
(3) 1" Service Curb Stop and Box	\$ 175.00	\$ 525
(3) 1" Service Pitsetters and Vault	\$ 300.00	\$ 900
(2) 1" Service Meters	\$ 225.00	\$ 450
(500 lbs) 12" DI CL Fittings	\$ 5.00	\$ 2,500
(75 Yds) Crushed Stone	\$ 25.00	\$ 1,875
(200 SQ Yds) 3" Base Pavement Restoration	\$ 15.00	\$ 3,000
(200 SQ Yds) 2" Wearing Pavement Restoration	\$ 10.00	\$ 2,000
(2) Test Pits Each	\$ 250.00	\$ 500
<i>Subtotal</i>		<u>\$ 357,800</u>
Contingency - 10%		<u>\$ 35,780</u>
Grand Total		\$ 393,580

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL
APPROVAL OF THE SANOFI PASTEUR, INC. LOT LINE ADJUSTMENT PLAN**

WHEREAS, the applicant, Sanofi Pasteur, Inc., submitted a plan application titled “Sanofi Pasteur Inc., Lot Line Adjustment Plan” (the “Plan”). The applicant proposes to subdivide two existing lots with the major portions being merged with the existing Sanofi industrial tract. The parcels are owned by Sanofi Pasteur, Inc., and are known as Monroe County Tax ID No. 12/5/1/5, PIN No. 12637401265585, and Tax ID No. 12/5/1/6, PIN No. 12637401/17/7161.

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated March 24, 2016; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on and March 28, 2016; and

WHEREAS, the Pocono Township Board of Commissioners desires to take final action on this Plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

That the following requests for modification from the Subdivision and Land Development Ordinance are hereby granted:

1. SALDO Section 2.304: *Final plans for minor subdivisions shall be drawn at a scale not to exceed 1"=100'*. Waiver to allow for the plans to be drawn at a scale greater than 1" = 100'.

That the “Sanofi Pasteur Inc., Lot Line Adjustment Plan” as shown on the plan prepared by Borton Lawson Engineering, dated January 4, 2016, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letter dated March 24, 2016, with the following additional condition:
 - a. A covenant shall be placed on the Plan stating that the property currently zoned residential will remain residential and undeveloped. The language of the covenant shall be submitted to the Solicitor for approval.
2. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the

recording of the Plan.

3. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
4. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
5. The applicant shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
6. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the _____ day of _____, 2016.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Finkbeiner
Title: Secretary

By: _____
Print Name: Thomas Felver
Title: President



April 14, 2016

Pocono Township Board of Commissioners
P.O. Box 197
Tannersville, PA 18372

Attention: Gregg Schuster, Township Manager

RE: Monroe Career & Technical Institute
Waterline Extension
T & M File #POCO 00120

Dear Commissioners:

T & M is in receipt of the Plans, dated August 4, 2015 last revised April 11, 2016, for a Waterline Extension for the Monroe Career & Technical Institute. The plan proposes the construction of approximately 4,150 feet of 8" Ductile Iron Pipe (DIP) Waterline. The construction will start approximately 180 feet east of Route 611 on Bartonsville Avenue and continue for approximately 715 feet. The line will then cross the property of Joseph and Melissa Vesce and the property of Ransha Associates in easements to Beehler Road at the intersection with Laurel Lake Road. After crossing Beehler Road, the line will parallel the east edge of Laurel Lake Road for approximately 910 feet where it will enter the property of the Monroe Career & Technical Institute. We offer the following comments for your consideration:

1. As previously stated, three (3) "Request for Modification" have been submitted. The first is a Modification to be exempt from the requirements of the Stormwater Ordinance (No. 138). The plan, as submitted, is for the construction of a waterline. The plan proposes the waterline trench to be restored in either grass or paved in areas that are currently paved. Section 104 of the Ordinance contains a list of "Regulated Activities". Based on the information provided, it does not appear this project meets any of the Regulated Activities as defined in Section 104. We have no objections to this request.
2. As previously stated, the second Modification Request is for relief from the Buffer Requirements from Streams listed in the Stormwater Ordinance (No. 138) found in Section 303.1.8.a of the Ordinance. This Section require a 50-foot buffer. Section 303.1.8.b states Permitted Activities/Development is Stormwater conveyance required by the Municipality or other body or agency having jurisdiction, buffer maintenance and restoration, the correction of hazardous conditions, stream crossing permitted by DEP, fish hatcheries, etc. This request is for a section of Waterline that will cross an unnamed tributary of the Pocono Creek along Bartonsville Ave. and has been issued a GP-5 Permit from PA DEP. We have no objections to this request.



3. As previously stated, the third Modification Request is for relief from the Buffer Requirements from Wetlands listed in the Stormwater Ordinance (No. 138) found in Section 303.I.6.b of the Ordinance. This Section require a 50-foot buffer. Section 303.I.6.b.i states Permitted Activities/Development is Stormwater conveyance required by the Municipality or other body or agency having jurisdiction, buffer maintenance and restoration, the correction of hazardous conditions, stream crossing permitted by DEP, fish hatcheries, etc. This request is for a section of Waterline that will cross an unnamed tributary of the Pocono Creek along Bartonsville Ave. and has been issued a GP-5 Permit from PA DEP. The Modification Request states that no wetlands will be impacted. It should be noted that the PA DEP has issued a GP-5 Permit for this crossing and the area will be restored. We have no objections to this request.
4. A permit will be required under "The Pocono Township Road Encroachment Ordinance" (Ordinance o. 136). The applicant states they have spoken with the Zoning Officer, and he indicated the permit is forthcoming. **This comment has been addressed.**
5. Note number 11 on the Cover Sheet C1 States "It shall be the Contractors responsibility to employ all required traffic controls and protection in accordance with PENNDOT Publication 213, PATA Form 003 and 107." This note should also explain how the traffic will be handled when the proposed waterline crosses the roadways. Will a detour be required? **This comment has been addressed.**
6. Provide Traffic Control measure that are to be used for after work (overnight) hours. **This comment has been addressed.**
7. Note Number 13 on the Cover Sheet C1 states "It shall be the Contractors responsibility to contact the affected property owners in writing 3 days prior to construction adjacent to their property. The written notification shall be also copied to the engineer." The Township should also receive a copy of the notices. **This comment has been addressed.**
8. The plans show the proposed waterline crossing private property. The plans show the Limit of Earth Disturbance on the plans, but does not show the location of the easements. The plan should be revised to show easement locations. The applicant's response states "*The easement plots from the executed easement agreements have been included as an appendix to the contract documents and specifications, so that the contractor is aware of the extent of the easement areas. Copies of these plots have been provided for your reference.*" We continue to believe the easements should be shown on the Construction Plans. This places the waterline location and the easement location in one place rather than having to look at two location and trying to locate the easement or waterline based on limited information. **This comment has been addressed.**
9. The plans should show the proposed staging areas. **This comment has been addressed.**



10. The plans should show proposed E&S Control measures to be used. Details have been submitted, but the control measures have not been shown on the plan. **This comment has been addressed.**
11. Provide evidence that PA DEP Permits have been obtained for Stream Crossings. **This comment has been addressed.**
12. In areas where the proposed waterline parallels the edge of the road, the plans should establish a roadside swale to accommodate roadway drainage. **This comment has been addressed.**
13. The "Permanent Pavement Replacement Township Road R.O.W" detail shown on Sheet DT1 near the bottom center of the sheet shows the existing pavement being cut back 6" from the trench edge. This should be revised to 12" minimum. This detail also shows the joint between the existing pavement and the new pavement being sealed with 12" wide seal. Although the 12" width is fine, the detail also shows that seal to be 2" on each side of the joint. This should be revised to 6" on each side. The detail shows the proposed pavement to be totally across the trench, but the plans show the pipe to be under the edge of pavement. The detail should be modified to show a typical section of the entire Township Road and the location of the proposed work within the roadway. A minimum of 5 feet of pavement restoration from the edge of the existing roadway should be restored with new full depth pavement. **This comment has been addressed.**
14. The "Permanent Pavement Replacement Detail - Township Roads" detail shown on Sheet DT1 near the bottom right of the sheet should be revised to match the detail from Comment 8 above. **This comment has been addressed.**
15. A note should be added to the plan stating "After construction within Township roads have been completed, the Contractor shall notify the Township's Director of Public Works who will review the condition of the roadway and make a determination if the roadway will require additional width of overlay." **This comment has been addressed.**

If you have any questions, please feel free to contact this office.

Very Truly Yours,
T & M Associates

Russell G. Benner, P.E.
Township Engineer

Cc: Frank Pecci, Monroe Career & Technical Institute
Jeff Clapper, Director of Public Works
Lisa Pereira, Twp. Planning Commission Solicitor
RKR Hess – Applicant's Engineer

April 13, 2016
Project No: 10137.014

Pocono Township Commissioners
P.O. Box 197
112 Township Drive
Tannersville, Pa. 18372

ATTENTION: GREGG SCHUSTER, TOWNSHIP MANAGER

**SUBJECT: MONROE CAREER AND TECHNICAL INSTITUTE
PROPOSED WATERLINE EXTENSION AND STREAM CROSSING - WAIVER
REQUESTS**

Dear Gregg:

On April 11, 2016, we received a second review letter dated April 8, 2016, from Mr. Russell G. Benner, P.E. – Township Engineer, issuing comments with regard to the Monroe Career and Technical Institute (MCTI) waterline extension waiver requests. We have revised the plans and offer the following responses to the comments. For clarity sake, the remaining outstanding comments are in italic print and our responses are in bold.

Comment Nos. 1, 2 and 3: No response required. The Township Engineer has indicated that he has no objections to these three (3) waiver requests.

Comment Nos. 4, 5, 6, 7, 9, 10, 11, 12 and 15: No Response required. The Township Engineer has indicated that these comments have been adequately addressed.

Remaining Comments:

8. The plans show the proposed waterline crossing private property. The plans show the Limit of Earth Disturbance on the plans, but does not show the location of the easements. The plan should be revised to show easement locations. The applicant's response states "The easement plots from the executed easement agreements have been included as an appendix to the contract documents and specifications, so that the contractor is aware of the extent of the easement areas. Copies of these plots have been provided for your reference." We continue to believe the easements should be shown on the Construction Plans. This places the waterline location and the easement location in one place rather than having to look at two locations and trying to locate the easement or waterline based on limited information.

Response: The Plan Sheet No. W2 has been revised to depict the approved easements, as requested. Copies of the most current waterline plans and profiles (Plan Sheet Nos. W2, W3 and W4) have been provided for your reference.

13. The "Permanent Pavement Replacement Township Road R.O.W." detail shown on Sheet DT1 near the bottom center of the sheet shows the existing pavement being cut back 6" from the trench edge. This should be revised to 12" minimum. This detail also shows the joint between the existing pavement and the new pavement being sealed with 12" wide seal. Although the 12" width is fine, the detail also shows that seal to be 2" on each side of the

joint. This should be revised to 6" on each side. The detail shows the proposed pavement to be totally across the trench, but the plans show the pipe to be under the edge of pavement. The detail should be modified to show a typical section of the entire Township Road and the location of the proposed work within the roadway. A minimum of 5 feet of pavement restoration from the edge of the existing roadway should be restored with new full depth pavement. Although the detail has been revised to show the correct detail for sealing the joint between the existing and proposed pavement it has not been revised to address the fact that the existing pavement is only across one half of the trench. The detail still shows proposed pavement completely across the trench, but the plans show the existing pavement is only across one half of the trench.

Response: The Detail Sheet DT1 has been revised to address this comment. The original detail “Permanent Pavement Replacement Township Road R.O.W.”, has been divided into 2 separate details: one detail reflecting anticipated conditions between Stations 12+50 and 12+87 (for crossing Beehler Road), the other detail reflecting anticipated conditions in all other areas along Township Roads. A copy of this revised Detail Sheet has been provided.

14. The “Permanent Pavement Replacement Detail – Township Roads” detail shown on Sheet DT1 near the bottom right of the sheet should be revised to match the detail from Comment 8 [sic]above. The applicant states this comment has been addressed, but we continue to believe the detail needs to be revised as stated in Comment No. 13 above

Response: The Detail Sheet DT1 has been revised to address this comment. The original detail “Permanent Pavement Replacement Detail - Township Roads”, has been divided into 2 separate details: one detail reflecting anticipated conditions between Stations 12+50 and 12+87 (for crossing Beehler Road), the other detail reflecting anticipated conditions in all other areas along Township Roads. A copy of this revised Detail Sheet has been provided.

On behalf of MCTI, we respectfully request approval of the requested waivers. If you require any additional information, please do not hesitate to contact me at (570) 421-1550.

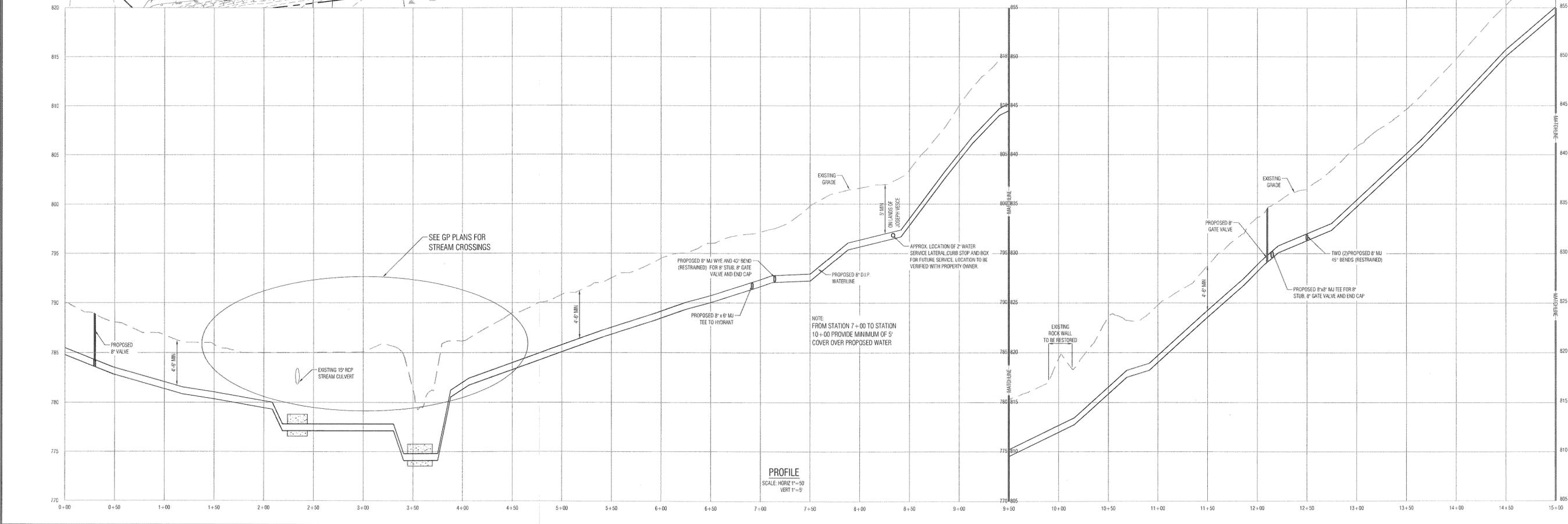
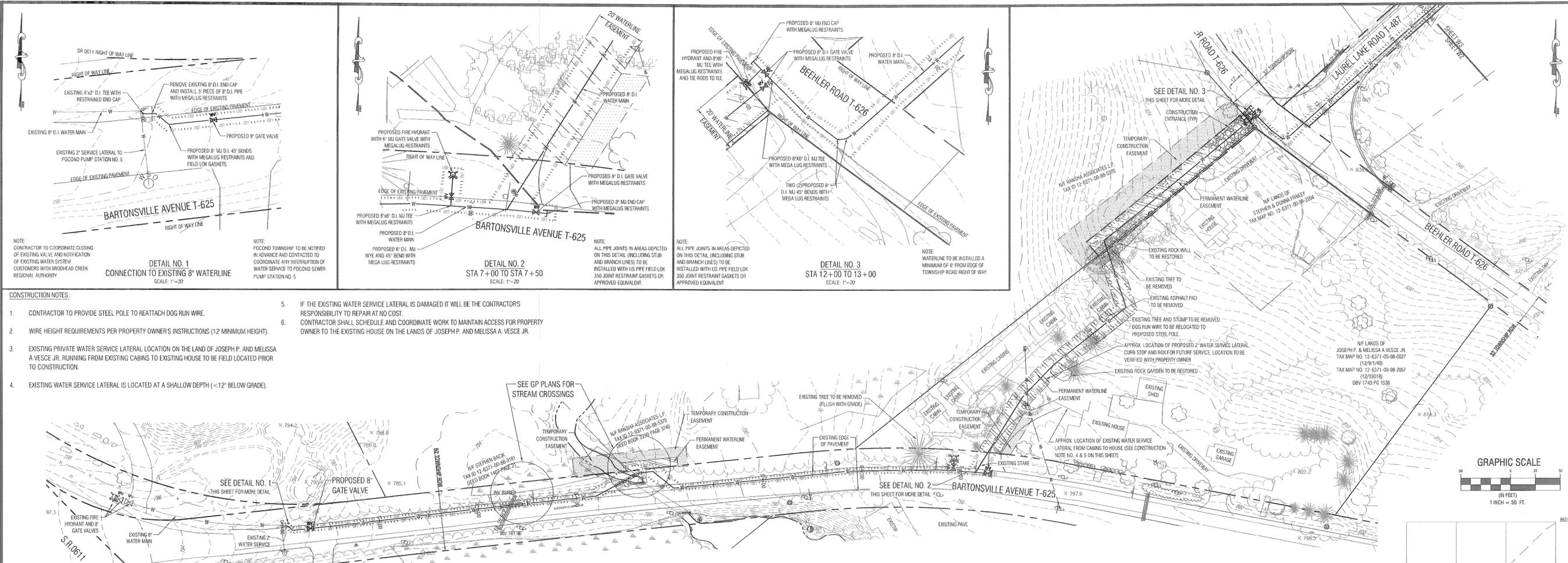
Very truly yours,

RKR HESS, A DIVISION OF UTRS, INC.



Russell D. Scott IV, P.E.
Environmental Section Manager

cc: Frank Pecci, Supervisor of Building and Grounds – Monroe Career & Technical Institute w/att.
Jeffrey Clapper, Director of Public Works – Pocono Township w/att.
Russell G. Benner, P.E., Township Engineer w/att.
Lisa Pereira, Township Planning Commission Solicitor (letter only)



RKRHRESS
 A DIVISION OF **UTRS**

Civil Engineers • Environmental Engineers • Surveyors
 112 North Courland Street, P.O. Box 266, East Stroudsburg, Pa. 18301
 Telephone: (570) 421-1550, Fax: (570) 421-6720
 Website: www.rkrhress.com Email: eng@rkrhress.com

MONROE COUNTY ENGINEERS
 REGISTERED PROFESSIONAL ENGINEERS
 MONROE COUNTY, PA.

WATER MAIN/ESPC PLAN AND PROFILE
MCT1 WATERLINE EXTENSION

MONROE CAREER & TECHNICAL INSTITUTE
 134 LAUREL LANE ROAD
 BARTONVILLE, PA. 18201

MONROE COUNTY, PA.
 POCONO TOWNSHIP

NO.	DATE	REVISIONS
1	10-1-15	ISSUE FOR BIDDING
2	11-17-15	ADDRESS BIDDING COMMENTS
3	11-24-15	ADDRESS BIDDING COMMENTS
4	12-30-15	ADDRESS BIDDING COMMENTS
5	4-11-16	REVISED TO REFLECT EXISTING REELINE

NO.	DATE	REVISIONS
1	10-1-15	ISSUE FOR BIDDING
2	11-17-15	ADDRESS BIDDING COMMENTS
3	11-24-15	ADDRESS BIDDING COMMENTS
4	12-30-15	ADDRESS BIDDING COMMENTS
5	4-11-16	REVISED TO REFLECT EXISTING REELINE

AUTHORIZED USE:

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 RDS: M.P.
 DATE: 8-4-15
 AS SHOWN: 10137.DWG

BIDDING:

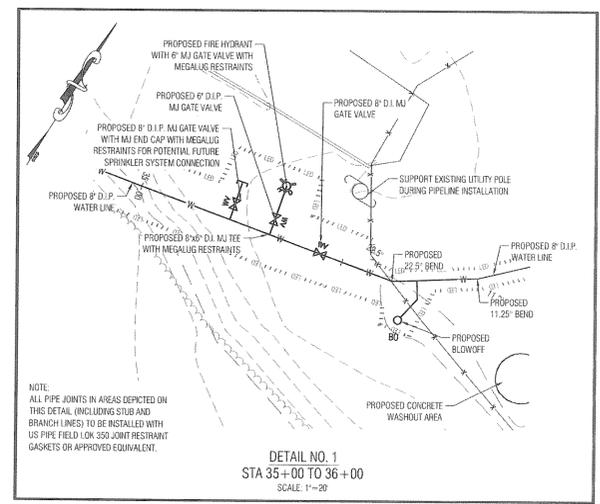
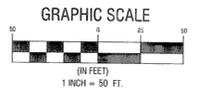
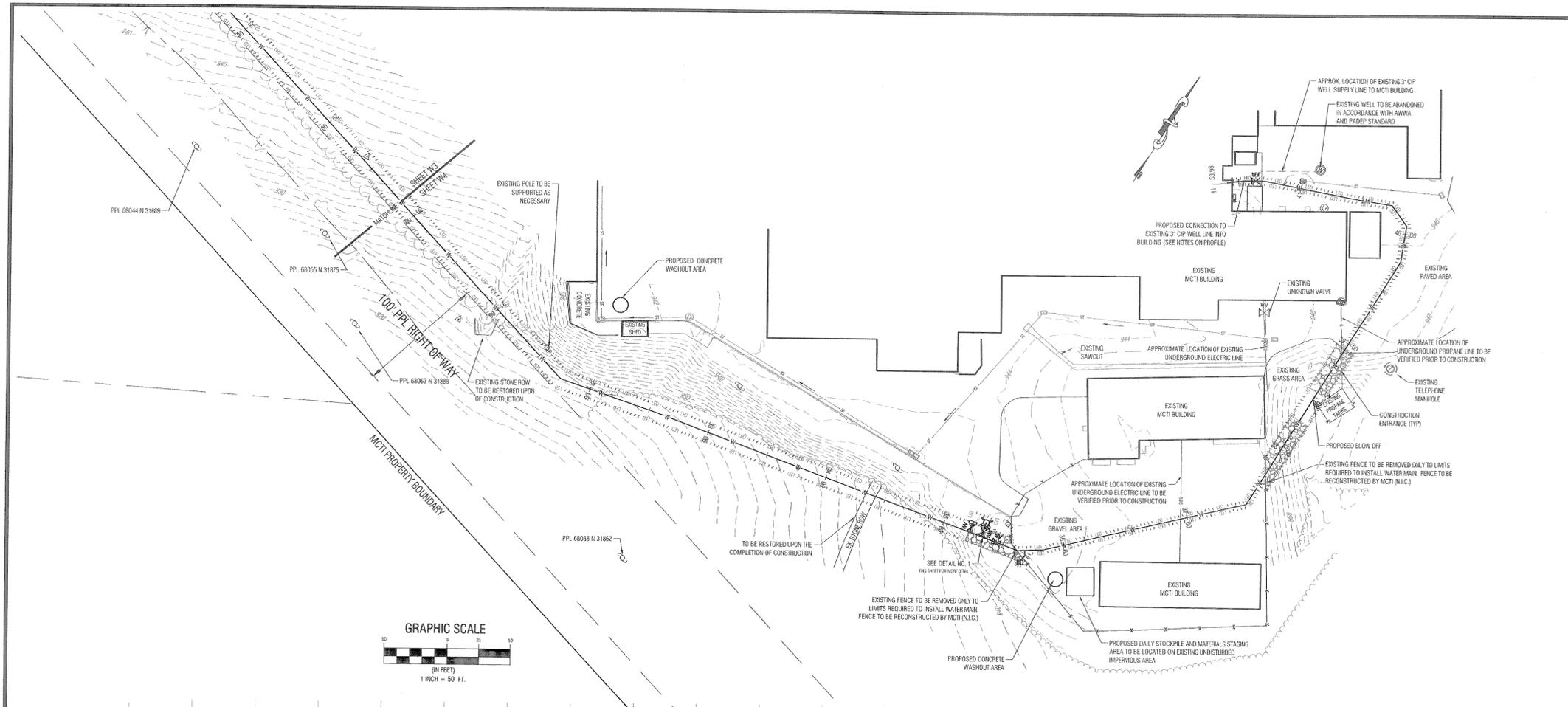
PROJECT NUMBER: MCT1
 DATE: 8-4-15
 AS SHOWN: 10137.DWG

SCALE: HORIZ 1"=50'
 VERT 1"=5'

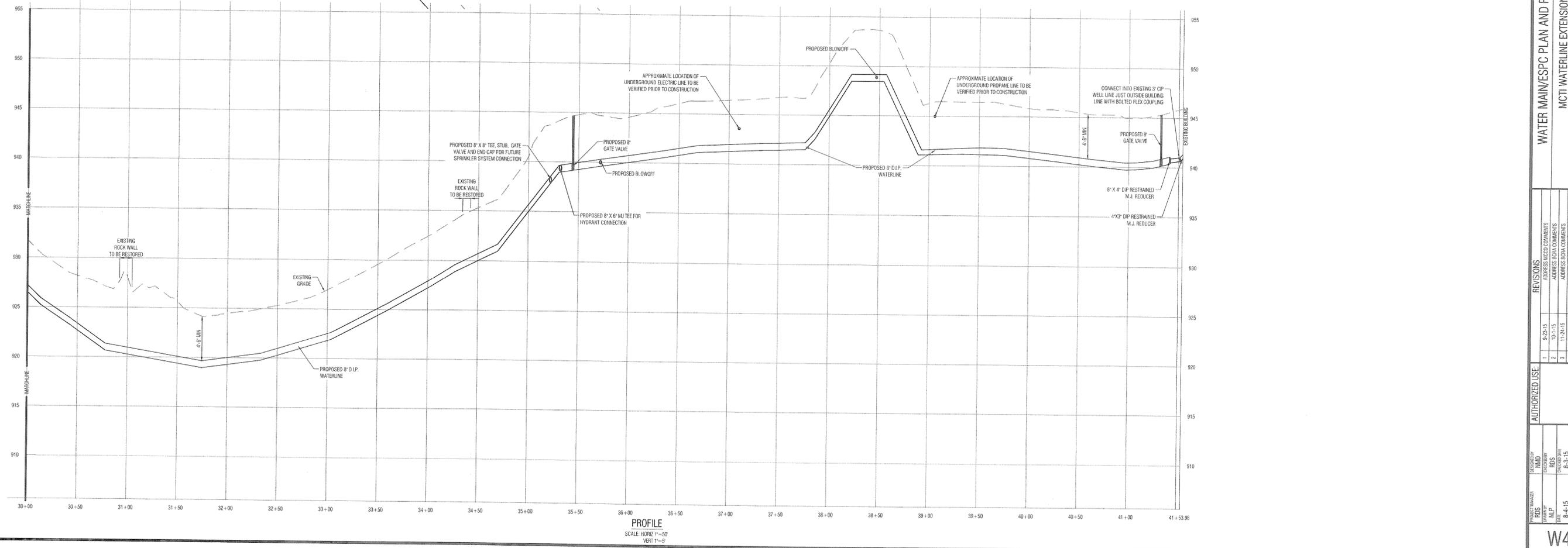
W2 of W4

ALL DOCUMENTS PREPARED BY RKRHRESS, A DIVISION OF UTRS, ARE INSTRUMENTS OF SERVICE WITH RESPECT TO THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RKRHRESS, A DIVISION OF UTRS, INC. FROM ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM, IS STRICTLY PROHIBITED AND WILL BE AT THE OWNER/SUBJECT'S SOLE RISK. RKRHRESS, A DIVISION OF UTRS, INC. EXPRESSLY DISCLAIMS ALL LIABILITY FOR SUCH UNAUTHORIZED USE. OWNER/USER SHALL INDEMNIFY AND HOLD HARMLESS RKRHRESS, A DIVISION OF UTRS, INC. FROM ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. THESE PLANS ARE FOR APPROVAL PURPOSE ONLY AND MAY NOT BE SUITABLE FOR CONSTRUCTION UNLESS SO NOTED. IF CONSTRUCTION IS UNDERTAKEN FROM PLANS NOT AUTHORIZED FOR CONSTRUCTION, THE OWNER DOES SO AT THEIR OWN RISK AND MAY EXPERIENCE PROBLEMS AND ADDITIONAL COSTS FOR COMPLETION OF THE PROJECT.

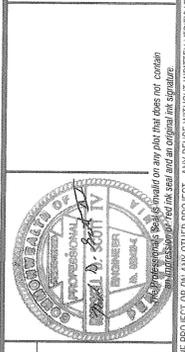
Apr 11, 16:45:51am
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- NOTE:**
- CONTRACTOR TO VERIFY LOCATION OF EXISTING WELL LINE BUILDING CONNECTION.
 - CONTRACTOR TO PROVIDE TRANSITION FITTINGS AS NEEDED TO CONNECT TO THE EXISTING BUILDING AND WATER SERVICE.
 - COORDINATION OF FINAL BUILDING CONNECTION NEEDS TO INCLUDE OWNER, ENGINEER, AND BORA.
 - ONCE THE PROPOSED WATERLINE IS PUT INTO FULL SERVICE, THE CONTRACTOR SHALL, UPON DIRECTION OF THE OWNER, REMOVE THE EXISTING WELL PUMP AND DISCHARGE PIPING. THE WELL SHALL BE PROPERLY ABANDONED BY A LICENSED WELL DRILLER, SUBCONTRACTED BY THE CONTRACTOR, IN ACCORDANCE WITH AWWA AND PADEP STANDARDS. UPON CERTIFICATION OF THE ABANDONMENT, THE WELL CASING AND EXISTING BOLLARDS SHALL BE CUT OFF BELOW GRADE, SEALED AND CAPPED, AND PAVED OVER WITH HOT-MIX ASPHALT.
 - DAMAGED CONCRETE SLABS IN THE AREA OF THE WELL AND BUILDING CONNECTION TO BE RESTORED IN ACCORDANCE WITH THE DETAIL, AFTER INSTALLATION OF THE WATERLINE.
- NOTE:**
- CONTRACTOR TO EXPOSE EXISTING 3\"/>



RRHRESS
 A DIVISION OF **UTRS**
 Civil Engineers • Environmental Engineers • Surveyors
 112 North Courland Street, P. O. Box 268, East Stroudsburg, Pa. 18301
 Telephone (570) 421-1550, Fax (570) 421-4720
 Website: www.rrhress.com, Email: engineer@rrhress.com
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WATER MAIN/ESPC PLAN AND PROFILE
MCTI WATERLINE EXTENSION
 MONROE CAREER & TECHNICAL INSTITUTE
 194 LAUREL LAKE ROAD
 BARTONSVILLE PA, 18211
 FORDMND TOWNSHIP
 MONROE COUNTY, PA

AUTHORIZED USE		REVISIONS	
DESIGNED BY	NMD	NO.	DATE
CHECKED BY	RSB	1	8-29-15
DATE	8-4-15	2	10-1-15
PROJECT NO.	10137-009	3	11-24-15
AS SHOWN		4	4-11-16
PROJECT TITLE			
PROJECT NO.			
DATE			

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W4 of **W4**

**TOWNSHIP OF POCONO, MONROE COUNTY,
PENNSYLVANIA**

RESOLUTION NO. _____

**A RESOLUTION APPOINTING A TOWNSHIP RESIDENT AS A MEMBER OF
THE POCONO TOWNSHIP RECREATION COMMITTEE**

WHEREAS, the Board of Commissioners recognizes that there is a vacancy on the Recreation Committee; and

WHEREAS, the Board of Commissioners desires to appoint Tony Farda to the Recreation Committee; and

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that Tony Farda is hereby appointed as a member of the Pocono Township Recreation Committee for a five year term commencing on January 1, 2015 and terminating on December 31, 2019.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of April, 2016.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Finkbeiner
Title: Secretary

By: _____
Print Name: Tom Felver
Title: President

**TOWNSHIP OF POCONO, MONROE COUNTY,
PENNSYLVANIA**

RESOLUTION NO. _____

**A RESOLUTION APPOINTING A TOWNSHIP RESIDENT AS VACANCY
BOARD CHAIRMAN**

WHEREAS, the Board of Commissioners recognizes that the position of Vacancy Board Chairman is vacant; and

WHEREAS, the Board of Commissioners desires to appoint Joseph Shupp as Vacancy Board Chairman; and

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that Joseph Shupp is hereby appointed as Vacancy Board Chairman for a two year term commencing on January 4, 2016 and terminating on January 2nd, 2018.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of April, 2016.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Finkbeiner
Title: Secretary

By: _____
Print Name: Tom Felver
Title: President