

POCONO TOWNSHIP BOARD OF COMMISSIONERS
MEETING AGENDA
MAY 16th, 2016
7:00 P.M.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements:
 - a) A Special meeting will be held May 18th, 2016 at 6:30 p.m. to discuss the Administrator Manager position and any other Township business
 - b) A Special meeting will be held on May 24th, 2016 at 3:00 p.m. to discuss the draft SALDO with Monroe County Planning Commission
- 4) Approval of Minutes:
 - a) Regular Meeting , 05/02/2016
 - b) Special Meeting, 05/05/2016
 - c) Special Meeting, 05/09/2016
- 5) Approval of Bills and Transfers
 - a) Check listing dated May 16th, 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) Appointment of Township Engineers
- 8) Report of the President
- 9) Commissioners Comments
 - Harold Werkheiser, Vice President
 - Judi Coover, Commissioner
 - a) Revised Purchase Policy
 - Bob DeYoung, Commissioner
 - Jerry Lastowski, Commissioner
- 10) Reports
 - a) Emergency Services
 - i. Police Chief Kent Werkheiser
 - ii. Pocono Township Volunteer Fire Co., Chief Mike Shay
 - iii. Suburban EMS, Bruce Albertson
 - b) Administration
 - Interim Manager/Twp. Secretary Pamela Finkbeiner
 - a) Part Time Administrative Assistant
 - b) 04/04/2016 – Supplemental Appropriations Resolution failed to meet conditions
 - c) D'HUY Engineering Agreement for Capital Improvement Planning & Element Environmental Solutions
 - d) Memorandum for Truck Purchase
 - e) Bruce's Flying Service – Gypsy Moths

- f) Bids
 - i. Paving Bid
 - ii. Seal Coat Bid
 - iii. Crack Sealing

- c) Engineer Russell Benner
 - a) Camelback Escrow Release

- d) Solicitor Leo DeVito
 - 1) Heritage Center Access Agreement
 - 2) Cable Franchise Agreement
 - 3) ZHB
 - i. Kevin Archer – 05/24/2016 at 5:00 p.m.
 - ii. Jeffery Butz – 05/24/2016 at 5:15 p.m. Request for the Solicitor to attend

10) Presentations

- 11) Ordinance
 - a) Sanofi Rezoning

- 12) Resolutions
 - a) Resolution 2016 - Establishing Compensation for Interim Township Manager of Pocono Township

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 question and comments to the President)

14) Executive Session

15) Adjournment

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING

MAY 2nd, 2016 7:00 P.M.

The regular meeting of the Pocono Township Commissioners was held on 05/02/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Tom Felver at 7:00 p.m., followed by the Pledge of Allegiance.

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

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:

An executive session was held on 04/25/2016 to discuss contract negotiations

An executive session was held on 04/26/2016 to discuss personnel

An executive session was held on 05/2/2016 to discuss personnel

APPROVAL OF MINUTES:

B. DeYoung made a motion, seconded by J. Lastowski, to approve the regular meeting minutes of 04/18/2016. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

SUPPLEMENTAL APPROPRIATIONS:

J. Coover made a motion, seconded by B. DeYoung, to approve the May Supplemental Appropriations. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

BILLS AND TRANSFERS:

B. DeYoung a motion, seconded by J. Lastowski, to approve all the invoices in the Bill's list of 04/04/2016. J. Lastowski questioned the Sweeper repair. J. Clapper noted it is a shared cost with Hamilton Twp. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

PUBLIC COMMENT: None

REPORTS:

Tom Felver, President, congratulated the Bicentennial Committee for the successful Ground breaking Ceremony.

Harold Werkheiser, Vice-President, no comment.

Judi Coover, Commissioner, thanked the Bicentennial Committee for their hard work. She explained the Board should consider funding the Bicentennial events. Charlie Trapasso, President of the Bicentennial Committee spoke on the need for funding the ribbon cutting ceremony, mailings, etc. Jennifer Fisher explained the mailer and the costs.

JUDI COOVER CONT:

Discussion followed. C. Trapasso introduced Carl Wilgus, Pocono Mountain Visitor's Bureau who explained a matching grant for non-profit groups. J. Coover made a motion, seconded by J. Lastowski, to appropriate \$7,500.00 from the general fund - park restricted, to the Bicentennial Committee for Bicentennial Committee activities, only. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

L. DeVito, Solicitor, noted the access and hold harmless indemnification agreement between Pocono Heritage Foundation, Inc. and Pocono Township has been drafted and sent to the Foundation.

Bob DeYoung, Commissioner, thanked the Bicentennial Committee for the groundbreaking.

Jerry Lastowski, Commissioner, acknowledge the Bicentennial Committee's work.

REPORTS:

EMERGENCY SERVICES:

Retirement of Falko - Police Dog - Pocono Township Police Chief Kent Werkheiser explained Falko the Police Department Dog has been retired. Falko will remain with his handler Officer Christopher Staples.

ADMINISTRATION:

Gregg Schuster, Manager, gave his report.

Temporary Zoning Officer - J. Coover made a motion, seconded by B. DeYoung, to appoint BIU's Michael Tripus as Temporary Zoning Officer at a rate of \$40.00 per hour, less than 29 hours per week, and with the agreement the Zoning Officer will report bi-monthly to the Board of Commissioners. T. Felver questioned the conflict between the Interim Manager and the Zoning Officer and why the other candidate was not chosen. Discussion followed. J. Coover noted the other candidate would be employed by the Township at a rate of \$35.00. Discussion followed the board concurred to hold a special meeting to discuss the position. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, no; J. Lastowski, yes; and J. Coover, yes. Motion carried.

J. Coover made a motion, seconded by J. Lastowski, to hold a public workshop to discuss the zoning officer position, 05/09/2016 at 5:00 p.m. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Administrative Assistant Position - J. Coover made a motion, seconded by B. DeYoung to authorize the Interim Manager to advertise the Administrative Assistant Position for a rate of no more than \$15.00 per hour, 16 hours per week. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

ADMINISTRATION CONT:

Special Meeting - SALDO - Signage -

J. Coover made a motion, seconded by H. Werkheiser, to advertise a special meeting on 05/05/2016 at 3:00 p.m., for a discussion on the proposed SALDO and Sign Ordinances. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Russel Benner, Engineer,

a) Northridge at Camelback Escrow Release - T&M recommended approval of Bond Release #17 in the amount of \$93,936.93, & Bond Release #18 in the amount of \$43,520.00, in their letters dated 04/28/2016.

J. Coover made a motion, seconded by T. Felver to approve Northridge at Camelback Bond Release #17 in the amount of \$93,936.93 and Bond Release #18 in the amount of \$43,520.00. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Leo DeVito, Solicitor,

1) Heritage Center Access Agreement - No action

2) 151 Terrace Drive (Short Term Rental) - L. DeVito noted the owner has been cited and a hearing has been set before District Justice Thomas Olsen.

3) Proposal Attorney Blissman - L. DeVito explained the proposal is for services for arbitration. T. Felver made a motion, seconded by J. Lastowski, to approve the Eckert Seamans engagement letter and authorize the interim Manager to execute the same. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Regina Zuvich, Township Treasurer, gave the March report. She noted the 2015 audit is in progress. T. Felver recommended the Finance Committee to meet to discuss the audit requirements.

T. Felver questions the status of the condemnation of the property of Pocono Manor. L. DeVito noted the complaint has been prepared but needs Board approval to proceed. No action taken.

PRESENTATIONS:

4) Right To Know Officer - T. Felver made a motion, seconded by H. Werkheiser, to appoint J. Coover as Right-to-Know Officer starting 05/09/2016. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Resolution 2016-27- Schlier Conditional Preliminary/Final LDP - J. Schlier represented the plan.

J. Coover made a motion, seconded by J. Lastowski, to adopt Resolution 2016-27 - Schlier Conditional Preliminary/Final LDP . Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

ORDINANCE:

Sanofi Rezoning - T. Felver made a motion, seconded by B. DeYoung, to send the Sanofi Rezoning Request to the Monroe County Planning Commission and Pocono Planning Commission for recommendation. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

RESOLUTIONS:

Resolution 2016-28 Bank Signatories - J. Lastowski made a motion, seconded by B. DeYoung, to adopt Resolution 2016-28 - Bank Signatories - T. Felver questioned the need for Pam Finkbeiner as signatory since there the Treasurer is currently a signatory. J. Lastowski withdrew his motion.

J. Coover made a motion, seconded by T. Felver, to adopt Resolution 2016-28 amended to remove Pamela Finkbeiner as signatory. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Ellen Gndt, Twp. Resident, questioned the bonding for the Interim Manager.

Resolution 2016-XX establishing the compensation of the Interim Township Manager - Discussion followed. No action taken.

ADJOURNMENT:

B. DeYoung made a motion, seconded by J. Coover, to adjourn the meeting at 9:45 p.m. until 05/16/2016 at the Pocono Township Municipal Building. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; T. Felver, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS
SPECIAL MEETING MINTUES
PROPOSED SALDO AND SIGN ORDINANCE
MAY 5th, 2016
3:00 P.M.

The Special meeting of the Pocono Township Commissioners was held on 05/05/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Jerry Lastowski at 3:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Tom Felver, absent; Harold Werkheiser, absent; Jerry Lastowski, present; Robert DeYoung, present; and Judi Coover, present by phone. Lisa Pereira, Broughal & DeVito LLP, Solicitor; and Pamela Finkbeiner, Twp. Secretary; were present.

PUBLIC COMMENT:

M. Guidry commented on an signage.

PRESENTATION:

Christine Meinhart-Fritz and Eric Koopman of Monroe County Planning Commission open discussion on draft SALDO and Signage Ordinance.

Discussion:

1. Financial Assistance Grant - 50% match
2. Commercial Corridor Planning - "Reuse/Redevelopment"
3. Stormwater Management Ordinance
4. Asset Inventory of properties
5. Abandoned House and Foreclosure property inventory
6. Regional Comprehensive Plan update
7. Overlay districts
8. Regional Impact Development - Master plan for signage.

Next steps for SALDO

1. Work with L. Pereira for SALDO edits.
2. Technical review by MCPC
3. Workshop to discuss findings
4. If the BOC is satisfied - advertised the Ordinance
5. Adopt the ordinance

The Board requested the Interim Manager to work with MCPC to set a date for the next workshop.

ADJOURNMENT:

J. Coover made a motion, seconded by B. DeYoung to adjourn the meeting at 4:15 p.m. Roll call vote: J. Coover, yes; J. Lastowski, yes; and B. DeYoung, yes. Motion carried.

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SPECIAL MEETING
MAY 9th, 2016 5:20 P.M.

The Special meeting of the Pocono Township Commissioners was held on 05/9/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Vice-President Harold Werkheiser at 5:20 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Judi Coover, present; Bob DeYoung, present; Harold Werkheiser, present; Jerry Lastowski, absent; and Tom Felver, absent.
Pamela Finkbeiner, Interim Manager/Secretary, present.

PUBLIC COMMENT: Ellen Gndt, Twp. resident, questioned the Supplemental Appropriations Resolution which was conditionally approved. P. Finkbeiner stated the Resolution did not meet the condition for adoption. She questioned the Balance Sheets Profit and Loss, and the Auditors 2015 report. P. Finkbeiner noted a meeting with the Finance Committee, Treasurer and Auditor is tentatively scheduled for the 19th.

ZONING OFFICER POSITION:

Temporary Zoning Officer Mike Tripus noted the permits are up to date and he is working with the violations.

Discussion followed on job duties and work flow in the Township office. P. Finkbeiner noted 11 applications were received for the administrative assistant position. Interviews will be conducted this week.

The Board concurred to review the position and job duties for a Manager/Administrator.

J. Coover made a motion, seconded by B. DeYoung, to hold a special meeting 05/18/2016 at 6:30 p.m., to discuss the Manager/Administrator position and any other Township business. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; and B. DeYoung, yes. Motion carried.

ADJOURNMENT:

H. Werkheiser made a motion, seconded by B. DeYoung, to adjourn the meeting at 7:45 p.m. Roll call vote: B. DeYoung, yes; H. Werkheiser, yes; and B. DeYoung, yes. Motion carried.

Pocono Township Check Listing
May 16, 2016

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
05/11/2016	54449	Metropolitan Telecommunications	Phones - Police	214.98
05/11/2016	54450	Otto, Carol	Cleaning - 1 Week -6/4	225.00
05/11/2016	54451	Ackerman, Earl	Class "A" Uniform allowance	677.00
05/11/2016	54452	AFP	Financial Professional Membership	495.00
05/11/2016	54453	Anglemyer, Aaron	Class "A" Uniform Allowance	677.00
05/11/2016	54454	Anglemyer, Austin	Class "A" Uniform	2,794.40
05/11/2016	54455	BIU of PA, Inc.	BIU	315.04
05/11/2016	54456	Brodhead Creek Regional Authority	Sewer - Twp/Police	5,070.00
05/11/2016	54457	Broughal & DeVito, L.L.P.	Legal - General/Planning	304.19
05/11/2016	54458	BSN Sports	Grill	38.34
05/11/2016	54459	Clapper, Jeffrey	Mileage	531.89
05/11/2016	54460	Eureka Stone Quarry, Inc.	Twp. Sewerline	150.00
05/11/2016	54461	Fedish, John	Uniform Allowance	116.82
05/11/2016	54462	Francis Smith & Sons Inc	Gasoline Filter	276.41
05/11/2016	54463	Fry's Plastic	Pipe - Twp. Sewerline	90.05
05/11/2016	54464	Getz, Ed	Lunch for Cleanup Day	677.00
05/11/2016	54465	Goucher, Shawn	Class "A" Uniform Allowance	677.00
05/11/2016	54466	Gupko, Christopher	Uniform Reimbursement	2,328.56
05/11/2016	54467	Hazleton Oil & Environmental Inc	Abandon Tank - Sewerline Installation	937.07
05/11/2016	54468	J & B Auto	Police Vehicle repairs	662.95
05/11/2016	54469	Jerry's Sports Center	Taser cartridges	512.65
05/11/2016	54470	Kost Tire & Auto Service	Police Vehicles	337.50
05/11/2016	54471	Lawrence B. Fox P.C.	Civil Service	517.70
05/11/2016	54472	Metropolitan Telecommunications	Twp/Park Phones	677.00
05/11/2016	54473	Mignosi, Timothy	Class "A" Uniform Allowance	355.40
05/11/2016	54474	Network Fleet	GPS Service	550.00
05/11/2016	54475	Otto, Carol	Cleaning - Two weeks 05/21 & 5/28	102.00
05/11/2016	54476	P & D Emergency Services	#87 Repair	1,542.25
05/11/2016	54477	PAPCO, Inc.	Gasoline	730.60
05/11/2016	54478	PENN Commercial Vehicle Solutions	Truck #3	124.95
05/11/2016	54479	PENTELEDATA	Internet service	61,646.65
05/11/2016	54480	PMHIC	Health Insurance	1.93
05/11/2016	54481	PNC Bank, N.A.	Interest - School	1,427.42
05/11/2016	54482	Pocono Record	Advertisements - Spring Cleanup	57.63
05/11/2016	54483	PPL Electric Utilities	Sullivan Tr. & 715	25.14
05/11/2016	54484	Praxair Dist Mid-Atlantic	Supplies	677.00
05/11/2016	54485	Rath, Eric	Class "A" Uniform Allowance	677.00
05/11/2016	54486	Smith, Doug	Class "A" Uniform	70.00
05/11/2016	54487	Sparkle Car Wash	Car Washes - Police	2,572.45
05/11/2016	54488	Stiff Oil Company	Diesel	198.50
05/11/2016	54489	Sundance Networks, Inc.	IT Service	159.16
05/11/2016	54490	UNIFIRST Corporation	Carpets/Uniforms	2,018.38
05/11/2016	54491	Unum Life Insurance	Life Insurance	559.74
05/11/2016	54492	Waste Management of Pennsylvania, Inc.	Twp. Dumpster	677.00
05/11/2016	54493	Wertheiser, Kent	Class "A" Uniform Allowance	6.50
05/11/2016	54494	Wilson Products Compressed Gas Co.	Supplies	1,232.50
05/11/2016	54495	Wrecker International Inc.	Tows - Sweeper/Truck	
TOTAL General Fund				\$95,392.75

Pocono Township Check Listing
May 16, 2016

Sewer Operating Fund	5/10/2016 1565	Blue Ridge Communication	Cable for pump stations	122.20
	5/10/2016 1566	Pocono Record	Bid ad for televising	343.80
	5/10/2016 1567	T&M Associates	Engineering for operations	5,117.90
	5/10/2016 1568	Evoqua Water Technologies	Bioxide	5,405.40
	5/10/2016 1569	Trijay Systems	Sewer repair	500.00
	5/10/2016 1570	Want To Inc	Sewer repair	880.00
	5/10/2016 1571	Metropolitan Telecommunications	phones for pump stations	47.64
	5/10/2016 1572	PENNDOT	HQP Inspection costs	1,198.59
	5/10/2016 1573	Leon Clapper, Inc	Pipe repair	1,265.00
			TOTAL Sewer Operating Fund	<u>\$14,880.53</u>
Sewer Construction Fund	5/16/2016 161	T&M Associates	Engineering for Directional Drilling	7,227.75
	5/16/2016 162	Broughal & DeVito	Legal for construction	615.00
			TOTAL Sewer Construction Fund	<u>\$7,842.75</u>
Capital Reserve Fund	5/16/2016 147	Pocono Township	To reimburse General Fund for sewer installation	3,136.86
			TOTAL Capital Reserve Fund	<u>\$3,136.86</u>
TOTAL General Fund	\$95,392.75			
TOTAL Sewer Construction Fund	\$7,842.75			
TOTAL ESSA Transfer	<u>\$103,235.50</u>			
TOTAL Sewer Operating Fund	Wayne Bank	\$14,880.53		
TOTAL Capital Reserve Fund		\$3,136.86		

Authorized by:

General Fund
May 2016 Appropriations

	Actual	Budget	\$ Over Budget	Adjusted Budget	Appropriation
271.100 · Salary & Wages - Legislative	224,192.69	19,400.00		26,900.00	-7,500.00
400.110 · Salary & Wages - Legislative	2,660.71	16,250.00	-13,589.29		
400.192 · Legislative SSI Tax	203.53	1,243.00	-1,039.47		
400.260 · Minor Equipment	408.99	2,000.00	-1,591.01		
400.420 · Dues, Subscriptions & Membershi	3,688.55	1,516.00	2,172.55		
400.460 · Legislaive -Meetings & Training	0.00	4,200.00	-4,200.00		
400.540 · Legislative - Donations	567.79	3,000.00	-2,432.21		
401.110 · Admin Salaries & Wages	38,073.60	104,734.00	-66,660.40		
401.192 · Admin SSI Taxes	2,912.59	8,415.00	-5,502.41		
401.196 · Admin Health Insurance	10,702.85	25,259.00	-14,556.15		
401.198 · Non-Uniformed Pension Plan	3,426.62	9,900.00	-6,473.38		
401.199 · Admin Life and Disability Ins	264.38	756.00	-491.62		
401.200 · Administration Allowances	997.40	1,250.00	-252.60		
401.220 · Admin Operating Supplies	0.00	500.00	-500.00	430.00	-70.00
401.260 · Admin Minor Equipment	0.00	1,000.00	-1,000.00		
401.420 · Admin Dues, Subscriptions & Mem	0.00	2,565.00	-2,565.00		
401.460 · Admin Meetings & Training	0.00	0.00	0.00		
402.110 · Fin Admin Salaries & Wages	18,345.60	53,202.00	-34,856.40		
402.120 · Financial Admin OVT	1,672.13	2,500.00	-827.87		
402.192 · Fin Admin SSI Taxes	1,531.36	4,261.00	-2,729.64		
402.196 · Fin Admin Health Insurance	10,376.95	26,274.00	-15,897.05		
402.198 · Fin Admin Non-Uni Pension Plan	1,805.58	4,788.00	-2,982.42		
402.199 · Fin Admin Life & Disability Ins	134.00	804.00	-670.00		
402.220 · Fin Admin Operating Supplies	58.97	500.00	-441.03		
402.260 · Fin Admin Minor Equipment	0.00	500.00	-500.00		
402.310 · Fin Admin Professional Srv	2,029.44	12,000.00	-9,970.56		
402.420 · Fin Admin Dues, Subscriptions	0.00	500.00	-500.00	570.00	70.00
402.460 · Fin Admin Meetings & Training	586.54	1,000.00	-413.46		
403.110 · Tax Collection Salaries & Wages	3,461.58	10,000.00	-6,538.42		
403.192 · Tax Collection SSI Taxes	264.87	765.00	-500.13		
403.215 · Tax Collection Postage	1,603.53	2,000.00	-396.47		
403.220 · Tax Collection Operating Supply	1,266.02	2,000.00	-733.98		
403.310 · Tax Collection Professional Srv	7,369.03	23,250.00	-15,880.97		
403.460 · Tax Collection Meetings & Conf	0.00	625.00	-625.00		
404.310 · Township Solicitor	18,181.68	90,000.00	-71,818.32		
405.110 · Secretary Salaries & Wages	30,667.90	101,903.00	-71,235.10		
405.120 · Secretary OT	1,882.10	6,000.00	-4,117.90		
405.192 · Secretary SSI Taxes	2,478.82	8,255.00	-5,776.18		
405.196 · Secretary Insurance	16,054.85	38,414.00	-22,359.15		
405.198 · Secretary Non-Uni Pension Plan	2,922.29	7,821.00	-4,898.71		
405.199 · Secretary Life & Disability Ins	670.00	1,600.00	-930.00		
405.220 · Secretary Operating Supplies	0.00	500.00	-500.00		
405.260 · Secretary Minor Equipment	0.00	1,000.00	-1,000.00		
405.420 · Secretary Dues, Subscriptions	0.00	500.00	-500.00		
405.460 · Secretary Meetings & Training	0.00	1,000.00	-1,000.00		
406.215 · Gen Govt Postage	2,293.38	4,000.00	-1,706.62		
406.220 · Gen Govt Operation Supplies	1,389.79	7,000.00	-5,610.21		
406.310 · Gen Govt Professional Svcs	3,299.40	8,600.00	-5,300.60		
406.320 · Gen Govt Communications	2,502.42	9,000.00	-6,497.58		
406.340 · Gen Govt Advertising & Printing	381.80	8,000.00	-7,618.20		
406.374 · Gen Govt Office Equipment Maint	0.00	1,000.00	-1,000.00		
406.384 · Gen Govt Equipment Leases	972.24	6,396.00	-5,423.76		
407.252 · Computer Parts & Supplies	0.00	500.00	-500.00		
407.260 · Technology Minor Equipment	0.00	1,000.00	-1,000.00		
407.450 · Contracted Services	5,787.50	8,500.00	-2,712.50		
408.310 · Township Engineer	4,674.91	70,000.00	-65,325.09		
409.220 · Building Operating Supplies	38.00	1,000.00	-962.00		
409.360 · Building Utilities	10,807.71	47,000.00	-36,192.29		
409.373 · Building Maint & Repairs	3,141.60	17,000.00	-13,858.40		
409.450 · Building Contracted Services	2,010.93	7,000.00	-4,989.07		
410.120 · Police Salaries & Wages-Admin	29,815.20	86,464.00	-56,648.80		

410.130 · Police Salaries & Wages-Officer	356,222.58	1,114,911.00	-758,688.42
410.140 · Police Salaries & Wages-Civilia	16,077.77	47,594.00	-31,516.23
410.179 · Police Longevity Pay	0.00	42,824.00	-42,824.00
410.180 · Police Overtime Wages	39,011.63	125,000.00	-85,988.37
410.187 · Police Overtime Civ Support	15.80	500.00	-484.20
410.191 · Uniform Allowance	0.00	14,400.00	-14,400.00
410.192 · Police SSI Taxes	34,848.25	108,423.00	-73,574.75
410.196 · Police Health Insurance	178,689.10	435,076.00	-256,386.90
410.197 · Police Pension Plan	0.00	145,320.00	-145,320.00
410.198 · Police Life & Disability Ins	6,298.00	16,470.00	-10,172.00
410.199 · Police Non-Uniform Pension	1,368.93	3,959.00	-2,590.07
410.200 · Police 457 Contribution	0.00	5,000.00	-5,000.00
410.220 · Police Operating Supplies	2,914.28	5,000.00	-2,085.72
410.221 · Crime Scene Supplies	306.83	1,000.00	-693.17
410.222 · Ammunition	141.60	5,000.00	-4,858.40
410.223 · K-9 Expenses	143.26	1,500.00	-1,356.74
410.231 · Vehicle Fuel	9,694.95	45,000.00	-35,305.05
410.260 · Police Minor Equipment	231.92	5,000.00	-4,768.08
410.310 · Police Professional Services	0.00	2,500.00	-2,500.00
410.314 · Civil Service Comm Solicitor	1,288.91	10,000.00	-8,711.09
410.320 · Police Communications	4,879.57	15,000.00	-10,120.43
410.341 · Police Advertising & Printing	112.00	400.00	-288.00
410.373 · Police Maint & Repair Bldg	2,791.05	5,000.00	-2,208.95
410.374 · Police Equipment Maint	2,028.15	3,500.00	-1,471.85
410.420 · Police Dues, Subscriptions	255.00	1,500.00	-1,245.00
410.450 · Police Contracted Services	41,620.55	99,163.00	-57,542.45
410.451 · Police Vehicle Maintenance	6,905.39	25,000.00	-18,094.61
410.460 · Police Meetings & Training	694.00	8,500.00	-7,806.00
411.232 · Fire Department Fuel	0.00	6,150.00	-6,150.00
411.540 · Foreign Fire Payments	0.00	104,000.00	-104,000.00
411.541 · Disbursement to Fire Company	0.00	215,000.00	-215,000.00
413.220 · Code Enforcement Supplies	0.00	500.00	-500.00
413.260 · Code Enforcement Minor Equip	0.00	500.00	-500.00
413.310 · Prof Services - BIU Building	19,257.82	280,000.00	-260,742.18
413.311 · Prof Services - SEO	2,969.74	15,000.00	-12,030.26
413.319 · Code Enforcement UCC Fees	192.00	1,000.00	-808.00
413.420 · Code Enforcement Dues & Subs	0.00	250.00	-250.00
413.460 · Code Enforcement Meetings	0.00	500.00	-500.00
414.110 · Planning & Zoning Salaries	14,636.00	55,288.00	-40,652.00
414.120 · Planning & Zoning OT	68.25	2,500.00	-2,431.75
414.192 · Planning & Zoning SSI Taxes	1,124.89	4,230.00	-3,105.11
414.196 · Planning & Zoning Health Ins	5,813.90	23,975.00	-18,161.10
414.198 · Planning & Zoning N-U Pension	0.00	4,479.00	-4,479.00
414.199 · Zoning Life & Disability	189.00	850.00	-661.00
414.220 · Planning & Zoning Supplies	0.00	500.00	-500.00
414.310 · Planning & Zoning Prof Svcs	752.40	1,000.00	-247.60
414.313 · Planning & Zoning Engineering	2,051.85	10,000.00	-7,948.15
414.314 · Planning & Zoning Legal	5,231.79	20,000.00	-14,768.21
414.324 · Zoning Cell Phone	70.62	600.00	-529.38
414.331 · Zoning Officer Mileage	0.00	1,000.00	-1,000.00
414.341 · Planning & Zoning Advertising	855.60	1,500.00	-644.40
414.460 · Planning & Zoning Meetings	0.00	500.00	-500.00
415.220 · Emer Mgmt Operating Supplies	0.00	500.00	-500.00
415.460 · Emer Mgmt Meetings & Training	0.00	200.00	-200.00
427.220 · Solid Waste Coll Supplies	90.00	1,500.00	-1,410.00
427.221 · Equip Rental - Grinder	0.00	4,700.00	-4,700.00
427.450 · Contracted Svcs - Clean-Up Days	0.00	16,000.00	-16,000.00
429.317 · TIF	0.00	0.00	0.00
430.110 · Public Works Salaries	142,268.70	398,645.00	-256,376.30
430.120 · Public Works OT Wages	11,833.04	25,000.00	-13,166.96
430.192 · Public Works SSI Taxes	11,724.80	32,409.00	-20,684.20
430.196 · Public Works Insurance	94,124.80	223,374.00	-129,249.20
430.198 · Public Works N-U Pension	14,267.46	34,258.00	-19,990.54
430.199 · Public Works Life & Disab Ins	3,129.00	5,570.00	-2,441.00
430.200 · Public Works Director Allowance	197.40	600.00	-402.60
430.220 · Public Works Oper Supplies	2,853.86	13,300.00	-10,446.14
430.232 · Public Works Diesel	7,309.28	55,000.00	-47,690.72

430.234 · Public Works Vehicle Supplies	0.00	6,000.00	-6,000.00		
430.238 · Public Works Uniforms	1,806.71	7,800.00	-5,993.29		
430.260 · Public Works Minor Equip Purch	533.82	2,000.00	-1,466.18		
430.331 · Mileage Reimbursement	157.11	1,000.00	-842.89		
430.341 · Public Works Advertising	0.00	1,500.00	-1,500.00		
430.373 · Public Works Maint & Rep Bldg	757.74	9,000.00	-8,242.26		
430.374 · Public Works Small Equip Maint	0.00	0.00	0.00		
430.375 · Public Works Heavy Equip Maint	13,961.94	77,000.00	-63,038.06		
430.384 · Public Works Equip Rental	0.00	500.00	-500.00		
430.420 · Public Works Dues, Subscription	200.00	500.00	-300.00		
430.450 · Public Works Contracted Svcs	0.00	1,000.00	-1,000.00		
430.460 · Public Works Meetings & Trainin	42.45	750.00	-707.55		
430.650 · Public Works Hand Tool Purch	274.90	500.00	-225.10		
432.220 · Snow & Ice Rem Oper Supplies	45,082.51	125,000.00	-79,917.49		
432.375 · Snow & Ice Rem Equipment Maint	6,859.59	8,000.00	-1,140.41		
432.450 · Snow & Ice Rem Subcontractors	0.00	7,500.00	-7,500.00		
433.220 · Traffic Signals & Signs Supply	0.00	3,000.00	-3,000.00		
433.360 · Traffic Signals & Signs Utiliti	972.21	4,000.00	-3,027.79		
433.450 · Traffic Signals Contracted Svcs	9,331.00	11,859.00	-2,528.00		
438.220 · Road Maint Supplies	9,874.94	75,000.00	-65,125.06		
438.611 · Line Painting	0.00	40,000.00	-40,000.00		
438.612 · Crack Sealing	0.00	30,000.00	-30,000.00		
438.613 · Vegetation Control	200.00	20,000.00	-19,800.00		
454.110 · Park Salary & Wage	4,317.06	65,729.00	-61,411.94		
454.120 · Park OT	16.40	1,500.00	-1,483.60		
454.192 · Park SSI	330.48	5,142.00	-4,811.52		
454.198 · Park N-U Pension Plan	0.00	2,343.00	-2,343.00		
454.220 · Park Operating Supplies	1,284.17	3,000.00	-1,715.83		
454.231 · Park Vehicle Fuel	0.00	1,500.00	-1,500.00		
454.260 · Park Minor Equipment	427.97	1,500.00	-1,072.03		
454.310 · Park Professional Services	0.00	2,000.00	-2,000.00		
454.320 · Park Communications	254.91	800.00	-545.09		
454.340 · Park Advertising & Printing	0.00	500.00	-500.00		
454.360 · Park Utilities	657.13	2,700.00	-2,042.87		
454.373 · Park Repairs & Maintenance	1,606.14	10,000.00	-8,393.86		
454.374 · Park Equipment Maintenance	95.97	1,500.00	-1,404.03		
454.450 · Park Contracted Services	3,880.78	20,000.00	-16,119.22		
454.460 · Park Meetings & Training	0.00	500.00	-500.00		
454.700 · Park Capital Purchases	0.00	19,400.00	-19,400.00		
457.540 · Community Day Celebration	0.00	3,000.00	-3,000.00		
457.541 · Bicentennial Committee	0.00	0.00	0.00	7,500.00	7,500.00
463.540 · TIF	140,502.62	178,577.00	-38,074.38		
471.200 · Series 2006 GON (school)	24,438.94	24,523.00	-84.06		
471.350 · 2011 Case Loader	4,936.21	11,960.00	-7,023.79		
471.351 · Rogers Trailer	1,872.57	3,641.00	-1,768.43		
472.200 · Series 2006 GON Interest	220.13	226.00	-5.87		
472.350 · 2011 Case Loader Interest	135.29	211.00	-75.71		
472.351 · Rogers Trailer Interest	0.00	105.00	-105.00		
483.194 · Employer Pd Unemployment Comp	22,586.35	25,000.00	-2,413.65		
483.195 · Employer Pd Worker's Comp	63,889.55	121,000.00	-57,110.45		
483.200 · Federal Healthcare Tax	0.00	130.00	-130.00		
483.201 · Transitional Reinsurance Fee	0.00	2,874.00	-2,874.00		
486.350 · Property & Liability Insurance	92,177.00	92,177.00	0.00		
486.355 · Professional Bonds	5,550.00	6,425.00	-875.00		
489.100 · Miscellaneous Expenses	15.00	50.00	-35.00		
492.300 · Interfund Transfer to Cap Resv	1,128,094.04	1,128,094.00	0.04		
491.000 · Refund of Prior Year Revenues	1,154.26	1,155.00	-0.74		

Sewer Operating Fund
 May 2016 Appropriations

	Actual	Budget	\$ Over Budget	Adjusted Budget	Appropriation
429.100 - Utilities	10,271.45	79,600.00	-69,328.55		
429.110 - Public Works Dir Salary	9,000.00	39,000.00	-30,000.00		
429.192 - Social Security	688.50	2,984.00	-2,295.50		
429.197 - Non Uniform Pension Plan	810.00	3,510.00	-2,700.00		
429.200 - BCRA Sewage Treatment	341,391.45	1,022,220.00	-680,828.55		
429.231 - Collection System Costs	0.00	0.00	0.00		
429.244 - Operating Supplies	11,100.41	50,000.00	-38,899.59		
429.300 - Professional Services	48,340.48	193,000.00	-144,659.52	218,000.00	25,000.00
429.374 - Equipment Repair & Maintenance	14,129.70	60,000.00	-45,870.30		
429.375 - Reimbursements - P Traps	1,000.00	0.00	1,000.00	1,000.00	1,000.00
429.610 - Improvements	0.00	163,015.00	-163,015.00		
471.000 - Debt Principal - Long and Short	159,138.41	4,941,983.00	-4,782,844.59	4,915,983.00	-26,000.00
472.000 - Debt Interest - Long and Short	52,136.29	721,859.00	-669,722.71		
492.100 - Transfer to Sewer Construction	2,780,001.00	2,780,001.00	0.00		

Pocono Township

Purchasing Policy

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I. Purpose

- a. The purpose of this policy is to provide purchasing guidelines to ensure Pocono Township complies with all legal standards while making the most effective use of taxpayer and rate payer funds in the procurement of supplies, materials, equipment, contracted services and construction projects for the Township.

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II. Applicability

- a. This policy shall apply to all employees authorized to make purchases for the Township. This policy shall apply to all expenditures regardless of the source of funding.

III. Purchases

- a. The Township Manager, pursuant to Section 8, part N of Ordinance 2014-1, shall be the purchasing officer for the Township.
- b. The Township Manager may purchase goods and services without prior consent of the Board of Commissioners subject to the restrictions specified in this policy, provided the purchase is provided for in the applicable budget. However, items in the budget are not deemed approved projects or expenditures.
- c. Bills received shall be forwarded to the appropriate department head. Public Works and Sewer bills shall be sent to the Public Works Director. Police bills shall be sent to the Police Chief. All other bills shall be sent to the Township Manager.
- d. The department head will attach a check request form (see Attachment), which the requestor will sign and the Department Head will sign for approval. If packing slips are available, they should be signed by the receiver and attached as well. The document set, with the check request form on top, will be forwarded to the Treasurer.

IV. Purchases of Goods

- a. The purchase of goods including supplies, materials, and equipment may be made with authorization of the Township Manager provided that:
 - i. The Board has approved the project or expenditure.
 - ii. A certain number of verbal or written quotes are received if the threshold specified in the First Class Township code (between \$10,500 and \$19,400 as of 2015) for required quotes is exceeded, and

- ii.iii. Formal bidding was conducted for purchases that exceed the threshold established in the First Class Township code (over \$19,400 as of 2015) for requiring quotes is exceeded.

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V. Purchases of Services

- a. The purchase of services may be made with authorization of the Township Manager provided that:
 - i. The Board has approved the project or expenditure, and
 - ii. No service, which can reasonably be expected to be greater than \$10,000 but not exceeding \$19,999 over the lifetime of the agreement, will be contracted for without first obtaining three quotes. The manager is not required to select the lowest cost provider, but ~~must be able to justify~~ he promptly provide the Board with the justification of the selection.
 - iii. No service, which can reasonably be expected to be greater than \$20,000 over the lifetime of the agreement, will be contracted for without first going through a bid process. The manager is not required to select the lowest cost provider, but ~~must be able to justify his~~ promptly provide the Board with the justification of the selection.

VI. Emergency Purchases

- a. In situations where jeopardy exists to life or property that requires immediate expenditures or when the regular operations of the Township are in danger of ceasing due to lack of funding (for example, normal operating expenditures), the Township Manager is authorized to make whatever purchases he deems necessary to address the matter. To the extent possible, the Township Manager shall consult with the President of the Board of Commissioners when taking such actions. This shall not be interpreted to give authority to purchase anything not previously budgeted for or not contemplated by the Board of Commissioners.

VII. Bidding Process

- a. Bid Specifications
 - i. Specifications shall be set up to enhance competition, give clear direction to all potential bidders, and be as transparent as possible. Specifications must include the following:
 1. Description of the goods or services being bid. The description should be as precise as possible, but not so narrow as to preclude competition. The use of specific brand names is not permitted unless it is used as a guideline for comparable items or if a specific brand must be utilized.
 2. A form for submission of pricing.
 3. Bid evaluation criteria.

4. If warranted, the requirement that the bid price be provided in a separate, sealed envelope to be opened upon completion of the review of the qualifications and other details of the bidder and the submitted bid.
 5. Bid security, warranty, or bond requirements, if any.
 6. Insurance requirements, if any.
 7. Method and deadline of submissions.
 8. Anticipated award date.
 9. Reservation of rights to reject any and all bids submitted.
- b. Bid Package Distribution
- i. All bids shall be placed on the Township website.
 - ii. Bids shall be officially distributed in one or more of the following methods:
 1. Advertisement in a newspaper of general circulation
 2. Posting on PennBid
 - iii. The Township may notify qualified vendors of the availability of the bid through other means. Such notification shall not be a substitute for the distribution requirements listed above.
 - iv. The Township must receive bids in a manner which precludes knowledge of the bid price until the bid deadline is met. For paper submissions, sealed envelopes shall be used. For PennBid, the system hides all bid amounts until the deadline is reached.
- c. Bidding Window
- i. Questions asked by bidders shall be answered provided they are relevant and would not harm the integrity of the bidding process. Questions and answers shall be in writing and shall be made available to all current and prospective bidders.
 - ii. If the bid specifications must be amended, it shall be done in writing through an addendum available to all current and prospective bidders.
 - iii. A bidder may withdraw their bid at any time prior to the bid submission deadline provided such withdrawal is received in writing prior to the deadline or is done electronically through PennBid.
 - iv. Bids received after the deadline shall not be accepted.
- d. Bid Opening
- i. Bids submitted via sealed envelope shall be opened publicly at a specified date, time, and location by at least two Township employees
 - ii. Bids submitted through PennBid shall become public after the deadline has passed.
- e. Bid Award
- i. ~~The Township Manager shall award all bids with a value less than \$50,000 if no contract is required.~~
 - i. Any bid of \$505,000 or greater, or a bid that requires a contract, shall only be made awarded by the Board of Commissioners.

ii.

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VIII. Acceptable Bidding

- a. The following methods are recognized as satisfying the bidding requirements of the Township and First Class Township Code and may be utilized in lieu of a Township bidding process:
 - i. Pennsylvania Department of General Services CoStars Program
 - ii. Pocono Mountains Council of Governments group bids.
 - iii. Other organizations/cooperatives that satisfy the First Class Township Code provided it is approved by the Township Solicitor.

IX. Conflict of Interest

- a. No Township employee shall be involved in the decision to award a bid if a real, potential, or perceived conflict of interest exists. If the employee is unsure if a conflict may exist, they should request clarification from the Board of Commissioners.
- b. No member of a Township board, commission, or committee shall be involved in the decision to award a bid if a real, potential, or perceived conflict of interest exists. If the member is unsure if a conflict may exist, they should request clarification from the Board of Commissioners.
- c. No Commissioner shall be involved in the decision to award a bid if a real, potential, or perceived conflict of interest exists. If the member is unsure if a conflict may exist, they should request clarification from the Board of Commissioners.

Adopted by the Board of Commissioners at the May 16nd 2016 regular meeting and effective immediately.

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POLICE REPORT FOR APRIL, 2016

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

	APR. 2016	Y-T-D 2016	APR. 2015	Y-T-D 2015
Incidents Investigated	408	1494	308	1204
Burglary Alarms Answered	77	300	68	252
Reportable Accidents Investigated	18	81	14	89
Non-Reportable Accidents	33	106	20	128
Criminal Investigations	22	128	31	109
Criminal Arrests	29	154	27	108
Juvenile Detentions	0	2	1	3
Property Receipts	16	102	22	81
Notification of Faulty Equipment	78	507	121	456
Vehicle Reports	1	6	2	8
Death Investigations	1	6	1	8
Written Warnings	133	625	148	416
Missing Persons	0	3	0	1
Traffic Citations Issued	110	542	134	259
Non-Traffic Citations Issued	19	100	17	69
Ski Thefts	0	0	0	0
911 Hang-up Calls	71	230	25	73

Mileage all Vehicles: 14,530

Income from Report Fees: \$615.00

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	63	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



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

May 10, 2016

Dear President Felver, Vice President Werkheiser, Commissioner Coover, Commissioner Lastowski, Commissioner DeYoung and Ms. Finkbeiner:

Please accept the following report for the Month of April:

Pocono Township Responses	Mutual Aid Responses Outside of Township	Total Responses	Average Dispatch to En route Time	Average En route to On Scene Time
135	17	152	1.78 minutes	8.16 minutes

Both AED's located in the municipal and the maintenance buildings have been inspected. All defibrillator pads in both units were replaced. Both units are up to date and in working order. The AED located at the park will be inspected this week.

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"

MEMORANDUM

To: Board of Commissioners

From: Pamela Finkbeiner, Twp. Manager/Secretary

Interim Manager's Report

Period of 05/02/2016 to 05/12/2016

Meetings:

05/02/2016 attended the Civil Service Commission meeting.

05/05/2016 Special Meeting with MCPC

05/09/2016 Special Meeting Zoning Officer Position

05/09/2016 Planning Commission

05/10/2016 Recreation Committee Meeting

Personnel:

Administrative Assistant- I received 11 applications for the position, 6 candidates were interviewed. My recommendation will be submitted to the Board for approval.

Court

Attended the District Court hearing – Stock case.

NCC

Met with Dee Raneri, Charlie Trapasso, and Jen Fisher to plan and coordinate 4 summer events at the NCC Campus.

Current Projects:

- I was contacted by Newman, Williams, Mishkin, Coreleyn, Wolfe & Fareri, concerning a judgement on a property dating back to 1999. I am working with Tim McManus to collect the payment of \$3,105.40 and he will file the necessary paercipe to satisfy the judgement once the Township receives payment.
- Worked with the Sundance to review the email accounts and set up a Commissioner's calendar.
- Dan Leddy will be in the office this week to update the phone messages and lines.
- Codification – I have contacted General Code to complete the project.
- Sewer Connections – approximately 70 properties are connected to the sewer system.
- I am working with Virtual Towns & Schools for the website administration and editing.
- Fencing project for the Police lot has been completed.

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
FOR
POCONO TOWNSHIP**

THIS IS AN AGREEMENT made as of this _____ day of _____ 2016, between POCONO TOWNSHIP, referred to as "OWNER," and D'HUY ENGINEERING, INC., referred to as "ENGINEER". OWNER intends to develop a capital improvement plan for township-owned facilities. OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES (ENGINEER)

1.1 General

ENGINEER will serve as OWNER's professional representative for the Project, and provide professional consultation and advice through completion of the Project.

1.1.1 ENGINEER shall perform the tasks outlined in the Request for Proposals (RFP) document issued by the OWNER, attached as Exhibit A.

1.1.1.1 ENGINEER and OWNER hereby establish the included buildings as the following:

- 1.1.1.1.1 Police Building
- 1.1.1.1.2 Administration Building / Library
- 1.1.1.1.3 Maintenance Garage
- 1.1.1.1.4 "Stone" Building (2870 Route 611)
- 1.1.1.1.5 Mountain View Park (all items listed in RFP)

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

2.1.1 Additional services as agreed to by OWNER and ENGINEER. No additional services shall be provided without prior written authorization.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements,

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
FOR
POCONO TOWNSHIP**

- flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.
- 3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.7 Direct ENGINEER to provide Additional Services as stipulated in Paragraph 2.1 of this Agreement, or other services as required.
- 3.8 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the continuous progress of the Project.

Should the above timelines be extended, ENGINEER's services will be considered additional services and will be paid as set forth by separate proposal.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expenses of ENGINEER.
- 5.1.1 OWNER shall pay ENGINEER an amount of \$10,950. This amount is based on \$10,000 (\$13,200 base proposal minus \$3,200 to exclude Environmental scope which will be contracted separately) plus \$750 for the property located at 2870 Route 611 plus \$200 for the Voting Office at Mountain View Park.
- 5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services in accordance with the terms stated in the advance written authorization and agreement to perform such Additional Services.
- 5.1.3 The invoicing shall be based on progressive completion of tasks for each phase.
- 5.1.4 The hourly rates for any additional invoicing shall be based on the following hourly

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
FOR
POCONO TOWNSHIP**

rates which are subject to annual increases:

Principal-in-Charge	\$165.00
Senior Project Manager	\$140.00
Technical Specialist	\$130.00
BIM/CAD Specialist	\$65.00
Administrative Assistant	\$50.00

5.2 Times of Payments.

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments within thirty (30) days of receipt of such monthly statements in response to ENGINEER's monthly statements. Monthly statements shall be submitted as a percentage of the estimated fees and based on the progress of services performed.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, the amount due ENGINEER will be increased at the rate of 0.5 % per month from said sixtieth day. In addition, ENGINEER may thereafter, after giving thirty (30) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges, unless a dispute exists between the ENGINEER and the OWNER regarding ENGINEER's failure to fully and/or promptly perform services under this AGREEMENT.

5.3.2 In the event of termination by OWNER under Paragraph 6.1 during any phase of the Basic Service, ENGINEER will be paid for services rendered during that phase.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by OWNER or ENGINEER upon thirty days' written notice. If OWNER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2. If ENGINEER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2.

6.2 Controlling Law.

This agreement is to be governed by the laws of the Commonwealth of Pennsylvania and

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
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venue shall be exclusively in the Court of Common Pleas of Monroe County, Pennsylvania and each of OWNER and ENGINEER herewith agree to and consent to the venue and jurisdiction of said Court.

6.3 Successors and Assigns.

OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.3.1 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. ENGINEER may, following advance notice and written approval by OWNER, employ such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

6.3.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 7 - INSURANCE

7.1 ENGINEER shall procure and at all times maintain insurance for protection from claims under Worker's Compensation Acts, and claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees in an amount of at least TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate. Such insurance shall be maintained with reputable insurance companies, and ENGINEER shall provide OWNER with a Certificate of Insurance including OWNER as additional insured, and it must further provide that the policy shall not be cancelled, non-renewed or materially changed so as to affect the insurance until 15 days' notice of such action has been delivered to OWNER.

7.2 ENGINEER shall also procure and at all times maintain professional liability insurance for protection from claims arising out of performance of professional services caused by negligent act, error, omission or any act for which the ENGINEER and/or insured is legally liable. Such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates identifying that

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
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such insurances in effect will be delivered to OWNER upon OWNER'S request:

COVERAGE AMOUNT: \$2,000,000.00

ENGINEER'S DEDUCTIBLE: \$50,000.00

Professional Liability Insurance shall be maintained on a claims-made basis during the term of this Agreement.

- 7.3 COMMERCIAL GENERAL LIABILITY INSURANCE of ENGINEER shall contain Contractual Liability coverage in an amount not less than \$1,000,000.
- 7.4 AUTOMOBILE LIABILITY INSURANCE of ENGINEER shall contain Combined Single Limit coverage in the amount not less than \$1,000,000.
- 7.5 OWNER and its officers, directors, employees and agents shall be designated as additional insureds for the General Liability, Automobile Liability and Excess/Umbrella Liability.

SECTION 8 – RISK ALLOCATION

- 8.1 OWNER and ENGINEER have discussed the risks, rewards and benefits of the Project and the design professional's total fee for services. The risks from ENGINEER to OWNER have been allocated such that the OWNER agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 8.2 ENGINEER agrees to indemnify, and hold harmless, OWNER and OWNER's agents, representatives and any affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred in whole or in part as a result of or due to any act or omission or negligence or fault or the act or omission or negligence or fault of ENGINEER's agents, subcontractors, employees, or servants in connection with the contract. This obligation to indemnify, defend and hold harmless OWNER, its officers, employees and agents, shall survive the termination of the contract and shall apply in all cases, unless such loss, claim, suit, action or damage is proven to have been caused solely by the gross negligence or willful misconduct of OWNER.

SECTION 9 – MISCELLANEOUS

- 9.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or a breach thereof shall be litigated in the Court of Common Pleas of Monroe County. There shall be no entitlement to arbitration pursuant to this Agreement. Nothing in this paragraph shall limit the parties' rights to voluntarily submit cases to mediation and/or arbitration, if the parties so agree.

**AGREEMENT FOR CAPITAL IMPROVEMENT PLANNING
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9.2 This Agreement together with the Exhibits and schedules identified herein constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a fully-executed written agreement between ENGINEER and OWNER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: POCONO TOWNSHIP

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: M. Arif Fazil, P.E.

Title: President

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: certs@fenner-esler.com	FAX (A/C. No.): (201)262-7810	
	PHONE (A/C. No. Ext): (201)262-1200	E-MAIL ADDRESS:	
INSURED D'Huy Engineering, Inc. One East Broad Street Suite 310 Bethlehem PA 18018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Company		13056
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Master 16-17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PSB0001529	5/1/2016	5/1/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	PSA0001268	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 0	X	PSE0001345	5/1/2016	5/1/2017	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	PSW0002473	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability		021456751	1/11/2016	1/11/2017	Per Claim Limit	\$2,000,000
						Aggregate Limit	\$2,000,000

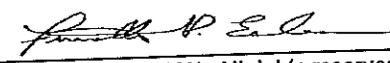
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Capital Improvement Planning for Pocono Township Additional Insured - Pocono Township and additional parties and its officers, directors, employees and agents as respects general, auto and excess liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Pocono Township

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy Esler/KATHY 

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ELEMENT ENVIRONMENTAL

S O L U T I O N S

April 22, 2016

Mr. Gregg Schuster
Pocono Township Municipal Building
112 Township Drive
Tannersville, PA 18372

RE: Proposal - Hazardous Materials Assessment
Pocono Township Municipal Facilities
Proposal No. P561.2015 – Revision 1

Dear Mr. Schuster:

Element Environmental Solutions, Inc. (E2S) thanks you for the opportunity to provide the following revised proposal for a hazardous materials assessment for the Pocono Township Municipal Facilities, as part of the capital improvement services proposal being prepared by D'Huy Engineering, Inc. (DEI). It is our understanding, based on discussions and information provided, that the assessment would include asbestos, lead, PCB's, and mercury (IAQ not included) and includes the following Pocono Township Municipal Facilities located in Tannersville, PA, which were renovated around the late 1980's: Police Building (3,500 S.F.), Administration Building/Library (6,800 S.F.), Maintenance Office/Repair Bays (12,000 S.F.), and the property located at 2870 Route 611, which in our understanding is of comparable size to the Fire Station, which was included in the original proposal scope of work but is being replaced by the above-mentioned property.

SCOPE OF SERVICES

The following tasks are included in the proposed Scope of Work for each building, as part of the hazardous materials assessment:

Task 1 – Asbestos Investigation

E2S will conduct asbestos surveys of the above-referenced buildings, which includes the following:

- Review any existing reports from previous asbestos sampling, if available, to determine locations and quantities of known, and assumed, Asbestos Containing Materials (ACM).
- Survey all areas of the referenced buildings, including exteriors, to locate suspect Asbestos Containing Materials (ACM). E2S will review any existing "as-built" drawings of the buildings, assuming these are provided to us, to locate suspect ACM that may be concealed. E2S will also use any floor plans provided to us, to assist with documenting and locating ACM.
- Sample and test as needed, all accessible suspect ACM that was either not previously sampled, or sampled insufficiently, to determine if it is asbestos containing.
- For this project, E2S is estimating a total of fifty (50) Polarized Light Microscopy (PLM) asbestos bulk sample analyses for asbestos content, and we have included the cost in our lump sum fee. Additional, or less, sample analyses will be handled through unit costs provided.
- At the conclusion of the sampling and analysis phase, E2S will prepare a detailed report on locations and quantities of asbestos containing materials. E2S will also include in the report recommendations and cost estimates for abatement prior to construction.

- It is assumed that the Owner will provide access to all areas of the buildings; E2S will provide all equipment necessary to complete the investigation.
- Since E2S does not specialize in roofing and roof patching, we recommend that the Township contract the services of a professional roof contractor to patch the roof sampling locations, if roof core sampling is required as part of this investigation.

All asbestos building inspectors assigned to this project will be accredited by the Environmental Protection Agency (EPA) and licensed in the same capacity by the Pennsylvania Department of Labor and Industry.

Task 2 - Lead-Based Paint Investigation

E2S will conduct lead-based paint (LBP) testing of the above-referenced buildings, which includes the following:

- Test various painted surfaces and architectural components throughout the interior and exterior for lead content. E2S will be utilizing a typical state-of-the-art hand-held XRF Lead Analyzer to complete the testing, which computes results in milligrams per centimeter squared (mg/cm²).
- Testing will be performed in accordance with EPA and HUD standards, and will be performed following HUD Guidelines, Chapter 7, Lead Inspection – How to do it.
- Paint chip samples will be collected for those surfaces where XRF testing is “inconclusive” for lead content, which we expect to be minimal due to the sensitivity of the instrument. If necessary, paint chip sample analyses will be handled through unit costs provided.
- At the conclusion of the sampling and analysis phase, E2S will prepare a detailed report on testing results and locations of LBP. E2S will also include in the report recommendations and guidelines for handling the lead-containing components prior to, and during, construction and also classifications of waste and handling demolition waste disposal.
- It is assumed that the Owner will provide access to all areas of the buildings; E2S will provide all equipment necessary to complete the investigation.

All lead inspectors assigned to this project will be accredited by the Environmental Protection Agency (EPA) and licensed in the same capacity by the Pennsylvania Department of Labor and Industry.

Task 3 – PCB and Mercury Investigation

E2S will investigate for PCB and Mercury containing equipment/devices, and any other potential hazardous materials, in the above-referenced buildings, which includes the following:

- E2S will conduct a site investigation to identify possible PCB and mercury containing equipment, and other suspect hazardous materials. Suspect light ballasts will be assumed to contain PCB's unless installed after 1978 in which case they will be labeled by the manufacture as Non-PCB containing, to eliminate the need for destructive sampling procedures. Similarly, suspect lamps and trip switch controls will also be assumed to contain mercury. Even if light tube ends are green labeled these tubes still contain mercury at or above regulated levels through TCLP testing. Prior to assuming that the light ballasts contain PCB's and the lamps and trip switch controls contain mercury, E2S will research the types and models, including contacting the manufactures to obtain data.
- The results of this investigation will be presented in a report, including findings, recommendations and budgetary cost estimates for recycling, remediation and disposal, if necessary.

The above mentioned services will be conducted by a two (2) person team for the duration of the project, for safety purposes. E2S will submit two (2) copies of the report for Tasks 1, 2 and 3 within 30 days of award to DEI for distribution.

SCHEDULE AND LIMITATIONS

E2S is able to schedule the Scope of Work upon receipt of the attached Authorization Agreement, Contract, or Purchase Order. All field testing (hazardous materials testing) will be coordinated with Owner and DEI regarding work hours, access, etc. Reports for Tasks 1, 2 and 3 will be submitted within 30 days of award of contract.

EXCLUSIONS

This proposal includes only those services outlined in the Scope of Work. Any additional tasks will be reviewed with the client as they are identified.

FEES

Hazardous Materials Assessment (Tasks 1 – 3)

E2S will provide the services detailed above in Tasks 1- 3 for a fixed fee of Three Thousand Two Hundred Dollars (\$3,200) and includes the analysis of up to 50 PLM bulk samples for asbestos content. If additional PLM analyses are needed, or Atomic Absorption Spectroscopy (AAS) lead paint chip sample analyses are required, they will both be charged at a rate of ten dollars (\$10) analysis for 24-hr turn-around-time (TAT). Conversely, if less PLM bulk sample analyses are required, a credit of \$10/analysis will be given back to the Client.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a potential partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Please review the enclosed Conditions and acknowledge your acceptance of them by signing and returning to us one copy of this proposal P561.2015 (Revision 1). By signing this proposal you agree to the General Terms and Conditions attached hereto and incorporated herein by this reference. The issuance of a Purchase Order in response to this proposal constitutes acceptance.

We look forward to working with you on this project.

Sincerely,
E2S, Inc.



David C. Bertsch
Operations Manager, IAQ

Reviewed and Accepted:

Signature

Printed Name and Title

Date

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** References to "E2S" herein mean Element Environmental Solutions, Inc. and references to "CLIENT" mean the party (e.g., the corporation, company, partnership, firm, other business entity, etc.) to which the E2S's proposal is addressed. References to the "Agreement" mean these General Terms and Conditions and the E2S proposal attached hereto that references these General Terms and Conditions. The General Terms and Conditions are valid for any goods or services provided by E2S to the CLIENT.

2. **STANDARD OF CARE.** E2S agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose, by E2S regarding the services provided under this Agreement. The performance of the work activities described in this Agreement. These services will be performed using the degree of skill and care normally exercised by other reputable members within E2S's profession, conducting similar activities under similar conditions and in similar locations. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY E2S'S PROPOSAL OR ANY CONTRACT OR WRITTEN OR ORAL REPORTINGS RESULTING FROM ANY PROPOSAL.

3. **PRICING AND PAYMENT TERMS.** The pricing, quantity of goods, and time of delivery mentioned in the proposal are not binding on E2S, but E2S will make all efforts to fulfill the stated estimates. E2S reserves the right to increase a quoted fee in the event that the CLIENT requests a variation to the work agreed. "Reimbursable Expenses" are the actual expenses plus E2S's standard markup to cover administrative costs incurred by E2S or E2S's consultants hired, directly or indirectly, in connection with the project, such as expenses for transportation, long distance telephone calls, photocopy charges, drawings, specifications, binding documents, computer time and the rental or use of specialized equipment and other items used in the project. Fees and Reimbursable Expenses under this Agreement will also include any state or local sales or use tax.

Payment shall be made by CLIENT within thirty (30) days from the date of the invoice. E2S reserves the right to require payment at any time prior thereto if, in good faith, it believes that the prospect of payment is impaired. Interest at the rate of 2.5% per month shall accrue for late payment beginning thirty (30) days after the date of invoice. E2S may suspend or terminate its performance under this Agreement upon written notice to CLIENT if at any time any fees or costs are due and outstanding for a period of more than 45 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse E2S for all increases in costs of services caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization. In the event of delays through no fault of E2S and due to CLIENT's conduct, the CLIENT shall pay all costs which have been reasonably incurred by E2S in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

Opinions of probable construction and related costs, financing and acquisition of land and right-of-ways prepared by E2S represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since E2S has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or right-of-ways, or over competitive bidding, market or negotiating conditions, E2S does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.

If any amount of the invoice is disputed by the CLIENT, the CLIENT shall inform E2S of the grounds for such dispute within seven (7) days of delivery of the invoice and shall pay to E2S the value of the invoice less the disputed amount in accordance with these payment terms. Where E2S requires payment of a deposit, the CLIENT acknowledges that the deposit is not refundable. All fees are exclusive of value added taxes which will be added to invoices where appropriate.

The CLIENT shall supply, in a timely fashion and without charge, all necessary and relevant information (including any relevant instructions, consents and approvals) in CLIENT's possession and available to CLIENT and CLIENT's agents, contractors or consultants. If E2S has to carry out additional, repeat or revised work as a result of further or delayed information received, E2S shall appropriately advise the CLIENT who shall be responsible for payment of any such services using E2S's hourly rates in force at the time.

The CLIENT or E2S may, from time to time, during the course of the work, request changes or modifications in the scope of services to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of E2S's compensation, which are mutually agreed upon between the CLIENT and E2S, shall be incorporated in written amendments to this Agreement. In the event the CLIENT desires additional work performed, which is not covered by the Agreement, the parties shall execute an amendment to this Agreement, and E2S shall be paid for the additional work in accordance with the terms and conditions set forth in this Agreement.

4. **ELECTRONIC FUNDS TRANSFER.** By providing a check as payment, you authorize E2S to use information from your check to make an electronic funds transfer from your account, from time to time, or to process the payment as a check transaction for any amount due to E2S. If your payment is late or returned unpaid, including due to insufficient or uncollected funds in your account, you authorize E2S to make an electronic funds transfer from your account to collect a sum equal to the applicable late fee in accordance with the Agreement, and/or the returned or insufficient funds fee charged by the financial institution.

5. **INSURANCE.** E2S agrees to maintain workers compensation and employer's liability, commercial automobile, commercial general liability and architect's and engineer's professional liability insurance coverage and to provide copies of insurance certificates for these policies to the CLIENT upon request. E2S will obtain additional insurance coverage upon the request of the CLIENT as is generally available provided, however, that the cost to purchase, administer and otherwise maintain such insurance shall be paid by the CLIENT to E2S as a change in scope of services.

6. **INDEMNIFICATION.** Each party agrees to indemnify, hold harmless, and defend the other firm and against all claims, losses, expenses, costs and liabilities (inclusive of reasonable attorneys' fees) for property damage/destruction and bodily injury, caused by negligence, or willful misconduct perpetrated by the indemnifying party and/or its employees, agents, representatives, and subcontractors.

7. **NOT USED**

8. **LIMIT OF LIABILITY.** UNLESS EXPRESSLY AGREED TO THE CONTRARY, DAMAGES INCURRED BY THE CLIENT, OR WITH RESPECT TO WHICH CLIENT IS THREATENED AS A RESULT OF ANY ACTION OR FAILURE TO ACT ARISING OUT OF E2S'S WORK (WHETHER NEGLIGENCE OR BREACH OF CONTRACT) SHALL IN NO EVENT EXCEED ONE MILLION DOLLARS. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD E2S HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LOSSES, LIABILITY, AND AGENTS DO, OR FAIL TO DO, IN CONNECTION WITH THE PROJECT OF WHICH THE WORK IS A PART; OR AS A RESULT OF CLIENT TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

9. **DELIVERY.** Delivery by E2S of written reports, documents and other goods will be deemed to have taken place when the reports, documents, and goods are handed to the custody of the CLIENT at his premises or to a messenger or courier when posted. E2S will be entitled to charge the CLIENT for any expenses of delivery other than normal postage charges. If an order is, at the CLIENT's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. Electronic dispatch may be provided upon request and at the CLIENT's risk. E2S reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.

10. **TERMINATION.** The CLIENT may terminate this Agreement upon ten (10) days written notice, provided that the CLIENT will be responsible for any and all costs, charges, and expenses already incurred, or to be incurred by E2S, including but not limited to all costs incurred for the mobilization and demobilization of services, reimbursements to suppliers and contractors, fees, administrative costs and expenses, claims by others and any charges that will be levied by the first-owner an account of his expenses plus ten percent (10%) of the total fees earned by E2S to the time of termination.

The parties acknowledge that it is difficult in determining the actual damages of E2S as a result of termination of the Agreement and agree that the termination expenses are liquidated damages.

In addition to other available legal remedies, E2S may terminate this Agreement in the event the CLIENT fails to make payments promptly when due, pursuant to Section 3 above, or if E2S has reason to believe the CLIENT will be unable to make any such payments.

11. **CONFIDENTIALITY.** Both parties shall maintain strict confidence and agree that they shall not use or disclose, without the prior consent of the other party, any information or material relating to this Agreement, services, each party's respective business, including any proposal and/or pricing (collectively the "Confidential Information"). E2S will not disclose, without prior written approval by the CLIENT, any information provided to E2S by the CLIENT that is designated by the CLIENT in writing as "Confidential Information." The term "Confidential Information" shall not include information that (i) is already in the possession of either party as of the date of its disclosure, unless a duty of non-disclosure, (ii) is provided to the parties through a third party or another party at any time, or (iii) either party is required by law, regulation, code or other Federal, state, or local government requirement to disclose such information. The CLIENT agrees that any such disclosure is not a breach of contract and E2S shall not be held liable in any respect for disclosure of information under these circumstances. The CLIENT agrees that E2S may use CLIENT's name and general description of E2S services in providing qualification information to other clients and prospective clients. All E2S financial, technical, schedule and cost information provided to the CLIENT in proposals or written correspondence is proprietary and shall not be disclosed or made available, directly or indirectly, to third parties whether E2S is the successful bidder or not the successful bidder for any scope of services.

12. **OPERATIONS AND RIGHT OF ENTRY.** CLIENT will arrange for all access necessary to perform the work activities at the site as described in the proposal. CLIENT possesses the training and skills to conduct the work activities presented in this Agreement. CLIENT agrees to provide E2S with written notification of any subsurface or surface features including but not limited to: utilities, public or private; underground storage tanks; and/or buried debris. E2S is not responsible for damage/destruction or loss due to undiscovered, unidentified, or unknown subsurface and surface features, whether owned by CLIENT or a third-party, except to the extent that the damage/destruction or loss was caused by negligence by E2S. CLIENT, at CLIENT's expense shall furnish E2S all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials on, or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by E2S for proper performance of its service.

E2S shall be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under the Agreement. CLIENT-provided documents will remain the property of the CLIENT. CLIENT shall mark the location of all underground utilities affecting the job site. E2S assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by E2S. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against E2S, and indemnify, defend, and hold E2S harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other man-made objects that were not identified to E2S by CLIENT or which were not properly located on drawings furnished to E2S.

13. **FAILURE TO FOLLOW RECOMMENDATIONS.** CLIENT acknowledges that the findings, recommendations and conclusions provided by E2S are based solely on professional interpretation of observations of conditions as they existed at the time of the site inspection and on information obtained while conducting the scope of services for this project. If the findings or recommendations are not implemented or acted upon within a reasonable period of time, there can be no assurances that intervening factors will not arise which may affect the findings and recommendations provided. In addition, data available from further inspections, assessments, subsurface explorations, sampling and testing of the property may modify or indicate the need to modify the findings and conclusions provided. E2S assumes no responsibility for damages (consequential or otherwise) arising from any subsequent data, information or situations that are identified but not brought to E2S's attention. E2S shall not be liable for any claims that may arise through the course of implementing any of E2S's plans, specifications, or recommendations when E2S is not retained to observe, direct and supervise such implementation.

14. **HAZARDOUS MATERIALS AND DISPOSAL.** It is understood and agreed that E2S has no responsibility as a handler, generator, operator, treator, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of any hazardous substances or constituents found or identified in any sample collected by E2S. All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analysis is completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and material. Any and all testing or sampling equipment, clothing, expendables, or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as previously outlined.

15. **DOCUMENTS.** All documents, including drawings, specifications, reports, estimates, field notes, and digitized versions thereof, furnished by E2S under this Agreement shall be the property of the CLIENT. It is agreed that E2S shall be entitled to keep copies of all documents. E2S shall have the right to use the intellectual property contained in such documents. All proprietary information of E2S shall remain the property of E2S. Documents furnished by E2S under this Agreement are not to be reused by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by E2S will be at the CLIENT's sole risk and without liability to E2S and CLIENT shall indemnify and hold E2S harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by E2S will enable E2S to further compensation.

16. **EMPLOYMENT OF PERSONNEL.** Subject to the prior written consent of E2S, the CLIENT shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of E2S directly associated with delivery of the services. CLIENT shall pay E2S an amount equal to the annual salary plus benefits in the event that the Client hires any E2S or former E2S employee within one year after the termination of this Agreement.

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party. It is the expressed intent of the CLIENT and E2S that they are the sole beneficiaries of the terms of this Agreement and there are no third party beneficiaries to this Agreement.

18. **FORCE MAJEURE.** E2S nor any of its principals or employees shall be liable for any failure or delay in performance due under this Agreement, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw materials, fuel or power shortages, act of governmental authorities, delays in transportation, quarantine restrictions, substantial modification of the scope of work or to any cause of any nature beyond E2S's control. E2S shall have the right to apportion services on such basis as may appear to it to be equitable.

19. **NOTICE.** All written notices to be served or given to the CLIENT pursuant to this Agreement shall be sent or delivered to the CLIENT's residence, office or usual place of business and shall be treated as having been given upon receipt.

20. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

21. **SEVERABILITY.** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision and to that extent the provisions of this Agreement are declared to be severable.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any modification, revision or alteration thereof shall not be valid unless in writing and signed by the parties thereto.

23. **BINDING EFFECT.** The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.

CERTIFICATE OF INSURANCE

Certificate Issued to:
Element Environmental Solutions Inc
PO Box 921
Adamstown, PA 19501

This is to certify that Policy Number **05982545** issued in the name of:

Element Environmental Solutions Inc
PO Box 921
Adamstown, PA 19501

Is in force on the date hereof, as follows:

Kind of Insurance: Workers' Compensation and Employers Liability
Policy Period: Effective: 10/16/2015 at 12:01 AM
Expiration: 10/16/2016 at 12:01 AM

Limits of Liability: Workers' Compensation Insurance fully complies with the provisions of the Pennsylvania Workers' Compensation Act and the Pennsylvania Occupational Disease Act as re-enacted.

Employers Liability Insurance:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

Job/Site Memo:

Description of Work Covered:

0955 ENGINEERING, CONSULTING
FIRM

Coverage includes all operations incidental to the business of the insured for Pennsylvania employees only and includes Pennsylvania employees whose duties require them to go beyond the territorial limits of the Commonwealth as provided by Section 305.2 of Pennsylvania Workers' Compensation Act as amended.

30-Day Cancellation Clause: In accordance with the procedures for cancellation, the State Workers' Insurance Fund will endeavor to give 30 days notice before the cancellation becomes effective. However, the policyholder may cancel forthwith without prior notice to SWIF.

MEMORANDUM

May 6, 2016

Previously, on February 17, 2016, I prepared memorandum with a tabulation of the proposed expenses for the 2016 dump truck purchase, and I made a recommendation that the BOC approve an expenditure of \$ 144,112 for the total truck expense. Since that time, there were comments relating to the specifications of the truck, as well as the type of bed that was proposed.

Please find listed below the additional various options with the associated prices.

DUMP TRUCK CHASSIS:

Hunter Peterbilt:

2017 Peterbilt 348 Single Axle Plow Chassis
Allison 3000 RDS Automatic Transmission
Paccar PX – 9 350 HP, 1000 ft. lb. torque.
39,000 GVW

Total cab and Chassis	=	\$ 90,636
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Kenworth of Pennsylvania:

2017 Kenworth T470 Single Axle Plow Chassis
Allison 3000 RDS Automatic Transmission
Paccar PX – 9 350 HP, 1,000 ft. lb. torque.
39,000 GVW

Total cab and Chassis	=	\$ 91,823
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Horwith Freightliner:

2017 Freightliner 114SD Single Axle Plow Chassis
Allison 3000 RDS Automatic Transmission
Cummins ISL 370HP, 1250 Ft. lb. torque.
39000 GVW

Total cab and Chassis	=	\$ 93,904
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DUMP BED, PLOW, SPREADER, TARP, HYDRAULICS:

E.M. Kutz, Inc.:

Galion 450U Steel Dump Body w/ barn gate
Gledhill model 11HSBPR2 11' snow plow
Gledhill model FFLP front frame hitch
Swenson model SA stainless steel spreader
CS 24 PTO/P20 gear pump alum console w/3 air controllers
Aero 575 automatic tarp system
Bustin style slide out alum. ladder
24" tool box

Total Upfitting = \$ 53,652

Additions to price listed above

Galion 450U Stainless Dump Body w/ barn gate (ADD) = \$ 5,704
Galion 450 U Alum. Dump Body w/ bard gate (ADD) = \$ 4,492
Cirrus hydraulic control system (ADD) = \$ 8,769

Triad Truck Equipment, Inc.:

Beau-Roc Steel Dump Body w/ barn gate
Henderson model no. RS 1148 11' snow plow
Henderson Hercules Lin and Loop plow hitch
Salt Dogg stainless steel spreader
Force America hydraulic system
Aero 575 automatic tarp system
Bustin style slide out alum. ladder
24" tool box

Total Upfitting = \$ 57,395

Additions to price listed above

Beau-Roc Stainless Dump Body w/ barn gate (ADD) = \$ 9,512

Bradco Supply Company:

- J & J Aluminum Dump Body
- Gledhill model 12HSBPR2 12' snow plow
- Fiink SSVCT11PAstainless steel spreader
- Force America hydraulic system
- Aero 575 automatic tarp system
- Bustin style slide out alum. ladder
- 24" tool box

Total Upfitting = \$ 57,428.21

Additions to price listed above

J & J Stainless Dump Body w/ barn gate	(ADD)	=	\$ 6,630.46
J & J Steel Dump Body w/ bard gate	(SUBTRACT)	=	\$ 875.94

BRUCE'S FLYING SERVICE, INC.
5561 HWY 216 SOUTH
ARLINGTON, GA. 39813
229-725-4150
bfsinc@hughes.net

CONTRACT AGREEMENT

FOR AND IN CONSIDERATION OF MUTUAL COVENANTS, this agreement is entered into this _____ day of _____, 20____, by and between Bruce's Flying Service, Inc., 5561 Hwy 216 S., Arlington, Ga. 39813, hereinafter referred to as "Contractor" and _____ of _____ hereinafter referred to as Land Holder or Land Holder's Representative.

WITNESSETH:

WHEREAS Landholder is desirous that Contractor perform services of Aerial Pesticide Application and Contractor agrees that it will perform said services of Aerial Pesticide Application as an independent Contractor.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That this agreement is for Gypsy Moth (insect) control by Foray 76B (Chemical) on land located in Pocono Township, Pa.
2. That Land Holder will pay \$ 55.00 per acre, which includes chemical and application cost, amount of acres to be sprayed _____, total cost of application _____. However, there will be a minimum charge of \$2000.00 for application less than 50 acres.
3. Contractor agrees to maintain insurance coverage for workman compensation, public liability, and property damage by aircraft, in the amount of not less than \$1,000,000.00 which also includes comprehensive chemical coverage at \$100,000.00- \$300,000.00- \$300,000.00. Bruce's Flying Service, Inc. will not be responsible for injuries or damage caused through negligence of the Land Holder or his employees.
4. Neither party shall be liable for the failure to perform this agreement if such failure is the result of WEATHER or failure of CHEMICAL. In case of maintenance problems, Contractor will try to repair or supply substitute equipment within a period of time necessary to still control the pest. Contractor does not guarantee results from application of chemical due to the fact that Contractor is not the manufacturer of the chemical. Contractor does guarantee even application of requested dosage per acre using accepted practices of aerial application as regards height, speed, swath, and wind limits. Contractor further guarantees coverage of said property and will apply chemical in accordance with the manufacturer's label and the State of Pennsylvania Department of Agriculture's Rules and Regulations in regards to the chemical applied. Contractor states that in the past the chemical has performed as it is intended to perform. Contractor will provide to landholder a data log generated by the aircraft's GPS parallel tracking system after the application is completed.
5. Any additions required to standard insurance carried by Contractor shall be paid for by Land Holder.

6. Contractor, and/or its pilot, will inspect the property to be sprayed for obstacles, wires, towers, bee hives, or other dangers.
7. It is the responsibility of the Land Holder to notify Contractor's pilot of any known objectors among adjacent property owners to the Aerial Pesticide Application. The names of the adjacent property owners are: _____
If pesticide is to be applied within 500 feet of the Land Holders property boundaries, Land Holder represents that there are no objectors among adjacent property owners and agrees to save the Contractor harmless from any liability to any objecting property owners for said pesticide applications.
8. Contractor will advise Land Holder in advance of the time of the application of the chemical in order to remove any automobiles, trucks, equipment and other vehicles located on the property if possible. In the event spray drift occurs and results in spotting of such vehicles, Contractor has adequate insurance for such incident.
9. Due upon signing of the contract, landowner shall pay \$10.00 per acre of the agreed spray acres as a deposit. The balance of the amount due shall be paid within seven (7) days after the aerial application is completed.
10. Land Holder will be responsible for providing aerial and topographical maps of the premises/ prior to scheduling the work to be completed hereunder.
11. A Safety Data Sheet on the Pesticide to be applied is attached and shall be considered part of this agreement.



Bruce's Flying Service, Inc.

Land Holder

_____/_____ WORK PHONE/ HOME PHONE

BRUCE'S FLYING SERVICE, INC.
5561 HWY 216 SOUTH
ARLINGTON, GA. 39813
229-725-4150
bfsinc@hughes.net

CONTRACT AGREEMENT

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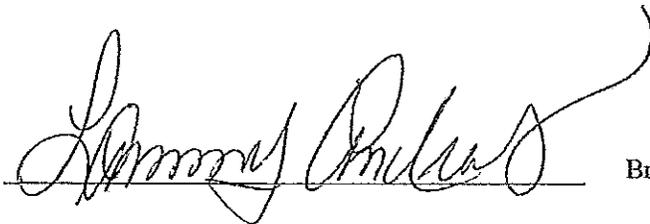
WITNESSETH:

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NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That this agreement is for Gypsy Moth (insect) control by Mimic (Chemical) on land located in Pocono Township, Pa.
2. That Land Holder will pay \$ 40.00 per acre, which includes chemical and application cost, amount of acres to be sprayed _____, total cost of application _____. However, there will be a minimum charge of \$2000.00 for application less than 50 acres.
3. Contractor agrees to maintain insurance coverage for workman compensation, public liability, and property damage by aircraft, in the amount of not less than \$1,000,000.00 which also includes comprehensive chemical coverage at \$100,000.00- \$300,000.00- \$300,000.00. Bruce's Flying Service, Inc. will not be responsible for injuries or damage caused through negligence of the Land Holder or his employees.
4. Neither party shall be liable for the failure to perform this agreement if such failure is the result of WEATHER or failure of CHEMICAL. In case of maintenance problems, Contractor will try to repair or supply substitute equipment within a period of time necessary to still control the pest. Contractor does not guarantee results from application of chemical due to the fact that Contractor is not the manufacturer of the chemical. Contractor does guarantee even application of requested dosage per acre using accepted practices of aerial application as regards height, speed, swath, and wind limits. Contractor further guarantees coverage of said property and will apply chemical in accordance with the manufacturer's label and the State of Pennsylvania Department of Agriculture's Rules and Regulations in regards to the chemical applied. Contractor states that in the past the chemical has performed as it is intended to perform. Contractor will provide to landholder a data log generated by the aircraft's GPS parallel tracking system after the application is completed.
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10. Land Holder will be responsible for providing aerial and topographical maps of the premises/ prior to scheduling the work to be completed hereunder.
11. A Safety Data Sheet on the Pesticide to be applied is attached and shall be considered part of this agreement.



Bruce's Flying Service, Inc.

Land Holder

_____ / _____

WORK PHONE/ HOME PHONE

2016 ROAD PAVING PROJECT - BID TABULATION

BIDDER	BASE BID	ALTERNATE NO 1	ALTERNATE NO 2	ALTERNATE NO 3	TOTAL PROJECT BID
NORTHEAST SITE CONTRACTORS	907,739.10	17,982.60	48,945.20	76,663.30	1,051,330.20
INTER COUNTY PAVING	634,326.00	13,318.00	36,247.20	56,773.55	740,664.75
HANSON AGGREGATES	609,840.00	16,490.00	44,880.00	70,295.00	741,505.00
LOCUST RIDGE	652,898.40	13,712.45	37,309.95	58,434.35	762,355.15
BARKER & BARKER	763,224.00	16,016.00	43,610.00	68,313.00	891,163.00
LIVENGOOD EXCAVATORS	643,732.32	15,499.95	39,704.97	59,958.22	758,895.46
J.D. MORRISSEY	657,426.00	13,803.10	37,567.20	58,841.05	767,637.35

2016 BUDGET FOR THE PAVING AND OVERLAY IS \$ 860,546

Pam Finkbeiner

From: Jeffry Clapper
Sent: Monday, May 09, 2016 11:51 AM
To: Pam Finkbeiner
Subject: Bid Results for Double Bituminous Seal Coat

Pam-

On Friday at 1:00 PM I received one bid from AMS, Asphalt Maintenance Solutions. Their bid amount was \$ 81, 679.92. The actual work that will be performed will be greater than the amount shown on the bid schedule. The actual final payment amount will be based upon as built quantities. That estimated final amount will be \$ 91, 711.92.

I recommend awarding this bid to AMS in the amount of \$ 81,679.92.

Jeff

Jeffry D. Clapper
Pocono Township
Public Works Director
484-553-3336 cell
570-629-1922 x 217 office

Pam Finkbeiner

From: Jeffry Clapper
Sent: Monday, May 09, 2016 11:12 AM
To: Pam Finkbeiner
Subject: Bid Results for Polymer Modified Crack Sealing

Pam

On Friday at 2:00 PM I received 3 bids for the above referenced work, as follows:

Pocono Spray Patching \$ 11.38 per gallon
AMS \$ 14.24 per gallon
Midland Asphalt \$ 16.65 per gallon

I recommend that the BOC award the bid to Pocono Spray Patching. Their bid amount of \$ 11.38 per gallon will be carefully monitored during application so as to not exceed the \$ 30,000 that is budgeted for the work.

Jeff

Jeffry D. Clapper

Pocono Township
Public Works Director
484-553-3336 cell
570-629-1922 x 217 office



YOUR GOALS. OUR MISSION.

May 12, 2016

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

**RE: Camelback Lodge and Waterpark
Bond Release #4
Pocono Township
Project Number # POCO I0120**

Dear Commissioners:

We have performed a review of the received Bond Release Request #4 in the amount of \$333,014.09, and associated documents for the proposed development known as Camelback Lodge and Waterpark. This payment is in exchange for erosion/sedimentation control materials delivered on-site and installed, installation of drainage pipes and infiltration basins, and grading-final stabilization.

Our Inspector has verified the installation of these materials, pursuant to this request. Therefore, we recommend release of \$333,014.09. The new Bond Balance of \$39,600 will remain as security.

Please contact me with any comments or questions regarding this.

Very truly yours,
T&M Associates

Russell Benner P.E.
Township Engineer

**Cc: Pam Finkbelner, Interim Manager Pocono Township (email)
Leo DeVito, Solicitor (email)
Ken Ellis, Camelback Lodge, L.P. (email)**

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EXHIBIT A-1 - Category | Improvements

CBK Lodge - Camelback Lodge and Indoor Waterpark

Reduction Request No. 4

Project: Camelback Lodge and Waterpark - POCOMO TOWNSHIP ESTIMATE FOR IMPROVEMENTS GUARANTEE

Location: Pocomo Township, Monroe County, PA

Date: May 30, 2013, Revised June 18, 2013

Estimate based on payments to Mueschitz through application No. 2252

PREVIOUS

Item #	Description	Quantity	UOM	Unit Price	Total Price	Percentage	Current Reduction Request		Total to Date		
							Amount	Percentage	Amount	Percentage	
3	E&S Controls										
310	18" Filter Fabric Fence	2,700	LF	\$ 1.95	\$ 5,265.00	100%	\$ -	0%	\$ 5,265.00	100%	
311	30" Reinforced Filter Fabric Fence	1,550	LF	\$ 2.25	\$ 3,487.50	100%	\$ -	0%	\$ 3,487.50	100%	
312	Super Silt Fence - 42" Posts 18" O.C.	480	LF	\$ 8.65	\$ 4,152.00	100%	\$ -	0%	\$ 4,152.00	100%	
313	Rock Construction Entrance / Trip Cleaner	3	EACH	\$ 2,150.00	\$ 6,450.00	100%	\$ -	0%	\$ 6,450.00	100%	
314	Orange Construction Fence @ Wetland Area	365	LF	\$ 2.70	\$ 985.50	100%	\$ -	0%	\$ 985.50	100%	
315	5000 Blanket On Slopes	208,400	SF	\$ 0.50	\$ 104,200.00	98%	\$ -	2%	\$ 104,200.00	100%	
316	Removal of E&S Controls	1	LS	\$ 5,000.00	\$ 5,000.00	100%	\$ -	0%	\$ 5,000.00	100%	
317	Inst Protection W/ Filter Bags	13	EACH	\$ 100.00	\$ 1,300.00	100%	\$ -	0%	\$ 1,300.00	100%	
318	Temporary Swales	2,200	SY	\$ 2,552.00	\$ 5,614.40	100%	\$ -	0%	\$ 5,614.40	100%	
319	Permanent Grass Swales	1,250	SY	\$ 5.20	\$ 6,500.00	50%	\$ 3,250.00	50%	\$ 9,750.00	100%	
320	Riprap Swales	3,050	SY	\$ 7.85	\$ 24,247.50	100%	\$ -	0%	\$ 24,247.50	100%	
321	Temporary Diversion Berms	700	LF	\$ 7.00	\$ 4,900.00	100%	\$ -	0%	\$ 4,900.00	100%	
322	Temporary HDPE Pipe - 18-inch Smooth-lined HDPE	180	LF	\$ 24.00	\$ 4,320.00	100%	\$ -	0%	\$ 4,320.00	100%	
323	Temporary HDPE Pipe - 15-inch Smooth-lined HDPE	700	LF	\$ 22.50	\$ 15,750.00	100%	\$ -	0%	\$ 15,750.00	100%	
324	Water Bars	230	LF	\$ 2.20	\$ 506.00	100%	\$ -	0%	\$ 506.00	100%	
325	Sediment Basin 1 - Phase 1, remove temporary pipe	1	EACH	\$ 29,000.00	\$ 29,000.00	100%	\$ -	0%	\$ 29,000.00	100%	
326	Sediment Trap 3 - Phase 1	1	EACH	\$ 65,000.00	\$ 65,000.00	100%	\$ -	0%	\$ 65,000.00	100%	
328	Sediment Trap 4 - Phase 1	1	EACH	\$ 36,000.00	\$ 36,000.00	100%	\$ -	0%	\$ 36,000.00	100%	
330	Sediment Trap 5-1 - Phase 1	1	EACH	\$ 2,500.00	\$ 2,500.00	100%	\$ -	0%	\$ 2,500.00	100%	
331	Sediment Trap 5-2 - Phase 2	1	EACH	\$ 2,000.00	\$ 2,000.00	100%	\$ -	0%	\$ 2,000.00	100%	
332	Sediment Trap 5-3 - Phase 3	1	EACH	\$ 18,000.00	\$ 18,000.00	100%	\$ -	0%	\$ 18,000.00	100%	
333	Downer Sediment Traps/Basin # 1, 3, 5-1, 5-2, 3 Prior To Conversion	5	EACH	\$ 1,000.00	\$ 5,000.00	20%	\$ 4,000.00	80%	\$ 9,000.00	100%	
334	Steno Fillers at Traps/Basin Outlet Structure	2	EACH	\$ 450.00	\$ 900.00	100%	\$ -	0%	\$ 900.00	100%	
336	Seed & Straw Mulch & Track (temp)	200,000	SF	\$ 0.05	\$ 10,000.00	90%	\$ 1,000.00	10%	\$ 11,000.00	100%	
337	Maintenance of E&S control measures	1	LS	\$ 3,000.00	\$ 3,000.00	90%	\$ 300.00	10%	\$ 3,300.00	100%	
338	Contingency for Field Conditions	1	LS	\$ 25,000.00	\$ 25,000.00	90%	\$ 2,500.00	10%	\$ 27,500.00	100%	
Total Price for E&S Controls Items						\$ 384,642.50	0%	\$ 13,434.00	0%	\$ 398,076.50	0%
4	Earth Work										
410	Out	166,000	CY	\$ 1.00	\$ 166,000.00	95%	\$ 8,300.00	5%	\$ 174,300.00	100%	
411	Fill and Compact	118,000	CY	\$ 2.20	\$ 259,600.00	85%	\$ 12,980.00	5%	\$ 272,580.00	100%	
413	Import Topsoil	3,000	CY	\$ 4.90	\$ 14,700.00	100%	\$ -	0%	\$ 14,700.00	100%	
414	Respread Topsoil	3,800	CY	\$ 4.00	\$ 15,200.00	75%	\$ 3,800.00	25%	\$ 19,000.00	100%	
415	Grads Silt	34,500	SF	\$ 0.75	\$ 25,875.00	75%	\$ 9,488.75	25%	\$ 35,363.75	100%	
1215	Retaining wall F required in slope south of hotel site	1	LS	\$ 30,000.00	\$ 30,000.00	100%	\$ -	0%	\$ 30,000.00	100%	
	Stockpile and stabilize excess material on site	48,000	CY	\$ 0.50	\$ 24,000.00	100%	\$ -	0%	\$ 24,000.00	100%	
421	Blk Rock Excavation	13,225	CY	\$ 5.00	\$ 66,125.00	100%	\$ -	0%	\$ 66,125.00	100%	
Total Price for Earthwork						\$ 601,900.00	0%	\$ 31,548.75	0%	\$ 633,448.75	0%

Project: Camelback Lodge and Waterpark - POCONO TOWNSHIP ESTIMATE FOR IMPROVEMENTS GUARANTEE

Location: Pocono Township, Monroe County, PA

Estimate based on payments to Muschultz through application No. 22R2

22R2

Date: May 30, 2013, Revised June 18, 2013

Item #	Description	Quantity	UM	Unit Price	Total Price	PREVIOUS		Current Reduction Request		Total to Date	
						Percentage	Amount	Percentage	Amount	Percentage	Amount
6	Storm Sewer					0%					
611	15" Smooth-Linked HDPE Stormwater Pipe	2,796	LF	\$ 22.50	\$ 62,910.00	100%	\$ 62,922.58	0%	\$ -	100%	\$ 62,910.00
612	18" Smooth-Linked HDPE Stormwater Pipe	1,390	LF	\$ 26.00	\$ 36,180.00	100%	\$ 36,920.00	0%	\$ -	100%	\$ 36,920.00
613	24" Smooth-Linked HDPE Stormwater Pipe	582	LF	\$ 37.70	\$ 21,941.40	100%	\$ 21,919.46	0%	\$ 21.94	100%	\$ 21,941.40
614	36" Smooth-Linked HDPE Stormwater Pipe	366	LF	\$ 59.50	\$ 21,786.00	100%	\$ 21,186.00	0%	\$ -	100%	\$ 21,186.00
615	42" Smooth-Linked HDPE Stormwater Pipe	140	LF	\$ 68.80	\$ 9,632.00	100%	\$ 9,324.00	0%	\$ -	100%	\$ 9,324.00
617	15" Corrugated Interior HDPE Stormwater Pipe	168	LF	\$ 24.35	\$ 4,068.00	100%	\$ 4,650.85	0%	\$ -	100%	\$ 4,650.85
618	18" Corrugated Interior HDPE Stormwater Pipe	208	LF	\$ 36.75	\$ 7,578.00	100%	\$ 4,788.00	0%	\$ -	100%	\$ 4,788.00
620	PennDOT Type C Inlet	28	EACH	\$ 1,800.00	\$ 46,800.00	100%	\$ 46,800.00	0%	\$ -	100%	\$ 46,800.00
621	PennDOT Type C Inlet, Modified	7	EACH	\$ 2,500.00	\$ 17,500.00	100%	\$ 17,500.00	0%	\$ -	100%	\$ 17,500.00
622	PennDOT Type M Inlet	19	EACH	\$ 1,700.00	\$ 32,300.00	100%	\$ 32,300.00	0%	\$ -	100%	\$ 32,300.00
623	PennDOT Type M Inlet, Modified	6	EACH	\$ 2,400.00	\$ 14,400.00	100%	\$ 14,400.00	0%	\$ -	100%	\$ 14,400.00
624	Shrouds Oil-Water Separators	7	EACH	\$ 3,300.00	\$ 23,100.00	100%	\$ 23,100.00	0%	\$ -	100%	\$ 23,100.00
625	Storm Manhole	15	EACH	\$ 1,900.00	\$ 28,500.00	100%	\$ 28,500.00	0%	\$ -	100%	\$ 28,500.00
626	Hydrodynamic Separator Unit	1	EACH	\$ 46,000.00	\$ 46,000.00	100%	\$ 46,000.00	0%	\$ -	100%	\$ 46,000.00
627	Type D or Field Stone Heald/Ext walls	6	EACH	\$ 800.00	\$ 4,800.00	100%	\$ 4,800.00	0%	\$ -	100%	\$ 4,800.00
628	Rip Rap Outfall Aprons	110	TON	\$ 29.00	\$ 3,190.00	100%	\$ 3,190.00	0%	\$ -	100%	\$ 3,190.00
631a	Underground Infiltration Basin 1 - Cul Tec System	1	EACH	\$ 286,000.00	\$ 286,000.00	100%	\$ 286,000.00	0%	\$ -	100%	\$ 286,000.00
632	Underground Infiltration Basin 2 - Cul Tec System	1	EACH	\$ 403,000.00	\$ 403,000.00	100%	\$ 403,000.00	0%	\$ -	100%	\$ 403,000.00
633	Infiltration Basin 3, complete	1	EACH	\$ 35,000.00	\$ 36,000.00	0%	\$ -	0%	\$ -	0%	\$ -
634	Infiltration Basin 4, complete, with gabion filter	1	EACH	\$ 34,500.00	\$ 34,500.00	0%	\$ -	100%	\$ 34,500.00	100%	\$ 34,500.00
635	Infiltration Basin 4 Stone Trench Drains	1,065	LF	\$ 13.00	\$ 13,845.00	0%	\$ -	100%	\$ 13,845.00	100%	\$ 13,845.00
640	Outlet Structures	4	EACH	\$ 2,800.00	\$ 11,200.00	100%	\$ 11,200.00	0%	\$ -	100%	\$ 11,200.00
630	15" and 18" roof drains with fillings	1	LS	\$ 46,800.00	\$ 46,800.00	0%	\$ -	100%	\$ 46,800.00	100%	\$ 46,800.00
636	8" Roof Drain and Connections to Storm Sewer	6	EACH	\$ 1,800.00	\$ 10,800.00	0%	\$ -	100%	\$ 10,800.00	100%	\$ 10,800.00
637A	Pipe Anchors - Sleep Slopes	2	EACH	\$ 500.00	\$ 1,000.00	100%	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00
	Total Price for Storm Sewer Items				\$ 1,241,025.75	0%	\$ 1,099,071.39	0%	\$ 105,954.36	0%	\$ 1,205,025.75
9	Parking Area Stabilization					0%					
912	Stone Base - 4" 2A Stone - entire interior paving	32,545	SY	\$ 3.00	\$ 97,635.00	65%	\$ 63,462.75	35%	\$ 34,172.25	100%	\$ 97,635.00
	Total Price for Parking Area Stabilization				\$ 97,635.00		\$ 63,462.75		\$ 34,172.25		\$ 97,635.00

TOTAL ESTIMATED REQUIRED SITE IMPROVEMENTS COST
110% OF REQUIRED SITE IMPROVEMENTS COST

\$ 2,324,803.25	\$ 2,102,693.69	\$ 185,109.56
\$ 2,557,283.58	\$ 2,314,063.28	\$ 203,620.30
	\$ 129,393.79	\$ 129,393.79
	\$ 333,014.09	\$ 333,014.09

Add additional reduction not received on prior reduction requests >>>

Note: Unit Costs per Muschultz Excavating

Current LOC amount >>> \$372,614.09
Remaining LOC amount after Request no. 2 payment >>> \$39,600.00

4

**ACCESS AND HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2016, by and between POCONO TOWNSHIP, a Pennsylvania First Class Township, with an address at 112 Township Drive, Tannersville, Pennsylvania 18372 ("Township") and POCONO HERITAGE FOUNDATION, INC., a Pennsylvania non-profit corporation, with an address at 3329 Mountain View Drive, Tannersville, Pennsylvania 18372 ("PHF").

RECITALS

A. Township is the fee simple owner of the real property known as Mountain View Park with a certain building located thereon, which real property is situate in Pocono Township, Monroe County, Pennsylvania (the "Property"). Situate on the Property is, among other amenities, a currently un-used community building with associated parking and curtilage (the "Building").

B. PHF has requested that the Township grant it ~~access to the Property for the purpose of~~ permission to renovate an existing the ~~Building located thereon~~ in order to establish a multi-purpose venue for education, cultural, civic, and social community events, including the exhibition of various documents and memorabilia illustrating the Township's history (the "Project"). PHF has further requested the Township grant it access to the Building and access to and over such portion of the Property as is necessary to accomplish the Project.

C. The Township is willing to ~~consent to~~ grant the requested permission and the access to the Property and the existing building in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. All "RECITALS" are hereby incorporated by reference as if the same were fully set forth here at length.

2. Township hereby consents to PHF, its employees', agents', consultants', contractors' and materialmen access to the Building and access to and over such portion of the Property as is necessary onto the Property and the building for the sole and limited purpose of completing, at its sole cost and expense, the Project, subject to the Township's review and approval of the design plans. In addition, PHF shall be required to obtain any and all permits necessary to complete the Project.¹

(a) PHF, its successors and assigns, hereby agree to hold the Township harmless and indemnify the Township its officers, commissioners, appointees, employees, consultants, agents, independent contractors and assigns (the "Indemnified Parties") from and against any and all claims, actions, damages, suits, expenses (including reasonable attorney's fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or damage to Property and/or ~~b~~Building or to any person arising from or in any way, directly or indirectly, ~~associated with or~~ caused by PHF's access onto the Property and/or ~~b~~Building in furtherance of the purposes outlined above.

(b) In the event the Indemnified Parties are made a party to any litigation commenced by or against the Indemnified Parties in connection with this matter, then PHF shall protect and hold harmless the Indemnified Parties and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Indemnified Parties in connection with any such litigation.

¹ The Township retains responsibility for permitting and performance of all restroom renovations within the Building.

(c) PHF, its contractors, subcontractors and any other agents entering upon the Property, shall, throughout the time of accessing the Property and/or ~~h~~Building, carry with insurance companies acceptable to the Township, comprehensive liability insurance, including where applicable contractual liability insurance, in which the PHF, its contractors, subcontractors and any other agents entering upon the Property, insure the liability which they have assumed under this Agreement, which coverage shall be at least One Million Dollars (\$1,000,000.00) for property damage, naming the Township and the Indemnified Parties as additional insureds in order to protect and insure said parties against any and all liability with respect to PHF's, its contractors', subcontractors' and any other agents' access to the Property, and shall furnish the Township and/or the Indemnified Parties with a Certificate of Insurance evidencing their compliance with this requirement.

3. PHF hereby releases, waives, discharges, and covenants not to sue the Township and/or the Indemnified Parties and releases and forever discharges the Township and/or the Indemnified Parties for and from any and all loss or damage, and any claim or demands therefore on account of accident, injury, illness, death, or harm of any type arising out of PHF's ~~or~~ related to the access to the Property and/or ~~h~~Building, whether caused by the negligence of any party being released hereunder.

4. This Agreement shall be binding upon PHF, its successors, and assigns, and shall inure to the benefit of the Township, its successors and assigns.

5. PHF hereby acknowledges and agrees that the Township shall retain ownership of all improvements constructed and/or installed as part of the Project. Upon completion of the Project, as defined by the issuance of a Certificate of Occupancy, the access granted hereunder shall terminate and the Property and the Building shall remain under the exclusive control of the

Township. At such time, the Township will release PHF from all obligations contained herein including but not limited to maintenance.

6. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

7. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

8. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the trial court, and/or appellate court.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the date first above written.

TOWNSHIP:

POCONO TOWNSHIP,
MONROE COUNTY

By: _____

Print Name: _____

Title: _____

POCONO HERITAGE FOUNDATION, INC.

By: _____

Print Name: _____

Title: _____

**ACCESS AND HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

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RECITALS

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C. The Township is willing to grant the requested permission and access in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. All “RECITALS” are hereby incorporated by reference as if the same were fully set forth here at length.

2. Township hereby consents to PHF, its employees', agents', consultants', contractors' and materialmen access to the Building and access to and over such portion of the Property as is necessary for the sole and limited purpose of completing, at its sole cost and expense, the Project, subject to the Township's review and approval of the design plans. In addition, PHF shall be required to obtain any and all permits necessary to complete the Project.¹

(a) PHF, its successors and assigns, hereby agree to hold the Township harmless and indemnify the Township its officers, commissioners, appointees, employees, consultants, agents, independent contractors and assigns (the "Indemnified Parties") from and against any and all claims, actions, damages, suits, expenses (including reasonable attorney's fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or damage to Property and/or Building or to any person arising from or in any way, directly or indirectly caused by PHF's access onto the Property and/or Building in furtherance of the purposes outlined above.

(b) In the event the Indemnified Parties are made a party to any litigation commenced by or against the Indemnified Parties in connection with this matter, then PHF shall protect and hold harmless the Indemnified Parties and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Indemnified Parties in connection with any such litigation.

(c) PHF, its contractors, subcontractors and any other agents entering upon the Property, shall, throughout the time of accessing the Property and/or Building, carry with insurance companies acceptable to the Township, comprehensive liability insurance, including where applicable contractual liability insurance, in which the PHF, its contractors, subcontractors

¹ The Township retains responsibility for permitting and performance of all restroom renovations within the Building.

and any other agents entering upon the Property, insure the liability which they have assumed under this Agreement, which coverage shall be at least One Million Dollars (\$1,000,000.00) for property damage, naming the Township and the Indemnified Parties as additional insureds in order to protect and insure said parties against any and all liability with respect to PHF's, its contractors', subcontractors' and any other agents' access to the Property, and shall furnish the Township and/or the Indemnified Parties with a Certificate of Insurance evidencing their compliance with this requirement.

3. PHF hereby releases, waives, discharges, and covenants not to sue the Township and/or the Indemnified Parties and releases and forever discharges the Township and/or the Indemnified Parties for and from any and all loss or damage, and any claim or demands therefore on account of accident, injury, illness, death, or harm of any type arising out of PHF's access to the Property and/or Building, whether caused by the negligence of any party being released hereunder.

4. This Agreement shall be binding upon PHF, its successors, and assigns, and shall inure to the benefit of the Township, its successors and assigns.

5. PHF hereby acknowledges and agrees that the Township shall retain ownership of all improvements constructed and/or installed as part of the Project. Upon completion of the Project, as defined by the issuance of a Certificate of Occupancy, the access granted hereunder shall terminate and the Property and the Building shall remain under the exclusive control of the Township. At such time, the Township will release PHF from all obligations contained herein including but not limited to maintenance.

6. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

7. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

8. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the trial court, and/or appellate court.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the date first above written.

TOWNSHIP:
POCONO TOWNSHIP,
MONROE COUNTY

By: _____
Print Name: _____
Title: _____

POCONO HERITAGE FOUNDATION, INC.

By: _____
Print Name: _____
Title: _____

TOWNSHIP OF POCONO,
MONROE COUNTY, PENNSYLVANIA
RESOLUTION NO. _____
A RESOLUTION ESTABLISHING COMPENSATION FOR
INTERIM TOWNSHIP MANAGER OF
THE POCONO TOWNSHIP

WHEREAS, the Board of Commissioners has voted April 18th to appoint Pam Finkbeiner, township secretary, as the interim township manager effective May 6th for an undetermined period of time,

WHEREAS, the Board of Commissioners desires to set forth the compensation for the interim manager,

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the compensation to be paid to Pam Finkbeiner for the duties assigned to her as the interim manager shall be as follows:

- (1) A annual salary of \$73,553.00, to be prorated for the period of time serving as interim manager, and
- (2) Two (2) training days for township operations/administration training event.

All compensation for performing interim manager duties is inclusive of the compensation for township secretary duties.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 16th day of May, 2016.

ATTEST:
Township of Pocono Board of Commissioners

By: _____
Print Name: Pamela Finkbeiner
Title: Secretary

By: _____
Print Name: Tom Felver
Title: President

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2016 -

AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA, AMENDING POCONO TOWNSHIP ORDINANCE NO. 110, KNOWN AS THE "POCONO TOWNSHIP ZONING ORDINANCE" TO REVISE THE TOWNSHIP ZONING MAP AND REZONE A PORTION OF THE TOWNSHIP FROM RESIDENTIAL (R1) TO INDUSTRIAL (I).

BE IT ENACTED AND ORDAINED, by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by virtue of the activity of the General Assembly of the Commonwealth of Pennsylvania known as the "First Class Township Code, as amended", as follows:

WHEREAS, it is the desire of the Pocono Township Board of Commissioners, as the result of a request by Sanofi Pasteur, Inc., to amend Pocono Township Ordinance No. 110, to rezone those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, from Residential (R1) to Industrial (I), and to revise the Township Zoning Map to reflect the zone change.

NOW THEREFORE, be it ordained and enacted by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, the following amendments to Pocono Ordinance No. 110:

SECTION I.

The zoning classification of those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, consisting of an area of approximately 23.9 acres, is hereby changed from Residential (RI) to Industrial (I).

SECTION II.

A Zoning Exhibit Plan identifying the property to be rezoned is attached hereto as Exhibit "A" and incorporated herein by reference. The Pocono Township Zoning Map is hereby revised to reflect this change of zoning classification, and the same shall be noted by the Pocono Township Zoning Officer on the Official Pocono Township Zoning Map on file in the Pocono Township municipal offices.

SECTION III.

Except as amended hereby, all provisions of Pocono Township Ordinance No. 110, as previously amended, shall remain in full force and effect.

SECTION IV.

Any existing ordinances or parts of ordinances in conflict with this Ordinance, to the extent of such conflict and no further, are hereby repealed.

SECTION VI.

This Ordinance shall become effective five (5) days after enactment.

ENACTED AND ORDAINED this _____ day of _____ 2016.

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

PAMELA FINKBEINER
Township Secretary

THOMAS FELVER
President, Board of Commissioners

