

POCONO TOWNSHIP COMMISSIONERS
MEETING AGENDA
December 18, 2017 6:00 p.m.

1) Pledge of Allegiance

2) Roll Call

3) Announcements:

Executive Session – 12/7/17 – personnel

Executive Session – 12/14/17 – personnel

4) Public Comments on matters not on the agenda.

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.

5) Presentations –

Demarest Plaque

2018 Budget – Hearing

PJJWA Ordinance - Hearing

6) Approval of Minutes

a. Meeting – December 4, 2017

b. Special Meeting – December 7, 2017

c. Work Session – December 14, 2017

7) Approval of Bills and Transfers

a. Check ratification list for prior period dated December 18, 2017

b. Check Listing dated December 18, 2017

8) Report of the President

9) Commissioners Comments

Bob De Young – Vice President

Jerry Lastowski – Commissioner

Judi Coover – Commissioner

Interview – park board

Ellen Gndt – Commissioner

10) Reports

- a. Emergency Services
 - Police
 - Fire
 - EMS
- b. Finance Committee Report
 - Loan paydown status
- c. Sewer Committee
- d. Administration – Manager's Report
 - Capital Improvement Plan
 - Run for the Red Marathon
 - Site 2 back up
 - Personnel
- e. Public Works Report
 - Municipibid - truck
- f. Township Engineer Report
 - Status Report on Sewer Redesign .
 - Route 611 Sewer Line Relocation Work Update
 - Sanofi Sanitary Sewer Easement
 - Classic Quality Homes – lot consolidation
 - Payment Application #3 – Milnes
 - Rain Gauge proposal
 - Electrical Permit – Valve Station #1
 - FEMA Flood Map update
- g. Township Solicitor Report

11) Resolutions and Ordinances

- Ordinance 2017- 06 Adoption of 2018 Budget
- Ordinance 2017 – 07 PJJWA
- Resolution 2017-52 – Belanger - Conditional Plan Approval
- Resolution 2017 – 53 – Pocono Hospitality - Conditional Prelim/Final Approval
- Resolution 2017 – 54 – Employment Agreement
- Resolution 2017 – 55 - Insurance

12) Further Public Comment

Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

13) Executive Session – if necessary

Adjournment

ORDINANCE 2017-06

AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, PENNSYLVANIA, ADOPTING A BUDGET AND APPROPRIATING FUNDS ESTIMATED TO BE REQUIRED FOR THE PURPOSES OF THE GOVERNMENT OF THE TOWNSHIP OF POCONO, AND FIXING THE REAL ESTATE MILLAGE RATE FOR THE 2018 FISCAL YEAR

WHEREAS, Article XVII, Section 1701, et seq., of the First-Class Township Code, 53 P.S. 56701 et seq., requires, inter alia, that the Pocono Township Board of Commissioners prepare and adopt a budget which shall reflect as nearly as possible the estimated revenues and expenditures of the Township for the year for which the budget is prepared; and

WHEREAS, the total appropriation shall not exceed revenues available for the fiscal year; and

WHEREAS, the tax levied by the Pocono Township Board of Commissioners shall be fixed at such figure within the limit allowed by law as with all other sources of revenue shall meet and cover such appropriations.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Pocono, County of Monroe, and Commonwealth of Pennsylvania, as follows:

Section I:

That for the expenses of the Township of Pocono for the fiscal year 2018 the following amounts are hereby approved and appropriated from the receipts estimated to be available for said fiscal year for the specific purposes set forth below, which amounts are more fully itemized in the Budget Form on file in the Office of the Township Manager, as follows:

GENERAL FUND

ESTIMATED RECEIPTS

Taxes	\$ 5,184,347
Licenses and Permits	600,000
Fines & Forfeits	70,000
Interest, Rentals and Royalties	28,000
Intergovernmental Revenues	318,141
Charges for Services	237,200
Special Assessments	200,000
Other Financing Sources	290,000
Opening Balance	\$2,302,935
TOTAL FUNDS AVAILABLE	<u>\$9,230,623</u>

ESTIMATED EXPENDITURES

General Government	\$ 733,712	
Public Safety	3,393,728	
Public Works	1,207,228	
Cultural-Recreation	305,653	
Debt Service	0.00	
Employer Paid Benefits	203,000	
Insurance	145,800	
Interfund Transfers-Capital Reserve Fund	<u>\$ 44,322</u>	
TOTAL EXPENDITURES		<u>\$ 6,033,444.00</u>
PROJECTED FUND BALANCE		<u>\$ 3,197,179.00</u>

CAPITAL RESERVE FUND

Estimated Revenues	\$ 46,822	
Opening Balance	<u>4,219,936</u>	
Total Funds Available	\$ 4,266,758	
Estimated Expenditures	<u>1,718,142</u>	
PROJECTED FUND BALANCE		<u>\$2,548,616</u>

STATE LIQUID FUELS TAX FUND

Opening Balance	\$ 281	
Estimated Receipts	<u>466,734</u>	
Total Fund Balance	469,236	
Estimated Expenditures	<u>465,611</u>	
PROJECTED FUND BALANCE		<u>\$ 1,404</u>

SEWER OPERATING FUND

Opening Balance	\$ 1,458,645
Estimated Revenue	<u>4,929,694</u>
Total Fund Balance	6,388,339
Estimated Expenditures	<u>2,833, 265</u>
 PROJECTED FUND BALANCE	 <u>\$ 3,555,074</u>

SEWER CONSTRUCTION FUND

Opening Balance	\$ 2,821,272
Estimated Revenue	<u>10,000</u>
Total Fund Balance	2,831,272
Estimated Expenditures	<u>620,000</u>
 PROJECTED FUND BALANCE	 <u>\$ 2,211,272</u>

Section II:

That real estate taxes are hereby levied for the 2018 Township of Pocono fiscal year at a rate of 16.1 mills per dollar of assessed valuation.

ORDAINED AND ENACTED this 18th day of December 2017 at a regular public meeting after public hearing thereon.

**BOARD OF COMMISSIONERS
OF POCONO TOWNSHIP**

Harold Werkheiser
President

ATTEST:

Donna M. Asure
Township Manager/Secretary

ORDINANCE NO. 2017-07

**AN ORDINANCE OF THE BOARD OF COMISSIONERS OF THE TOWNSHIP
OF POCONO CONFIRMING, RATIFYING AND ESTABLISHING THE WATER
SERVICE DISTRICT OF THE POCONO-JACKSON JOINT WATER
AUTHORITY.**

WHEREAS, The Township of Pocono ("Township") is empowered to ensure the public health, safety and general welfare pursuant to the First Class Township Code, 53 P.S. §55101 et seq. and to adopt Ordinances in furtherance thereof, 53 P.S. §56502; and

WHEREAS, The Township is empowered to designate, define and create a water district within the Township when it deems it appropriate pursuant to the First Class Township Code; and

WHEREAS, The Pocono-Jackson Joint Water Authority ("PJJWA") was created by the Township and the Township of Jackson and has been operating a public water system within the Township; and

WHEREAS, The Township previously adopted Ordinance No. 54 and Resolution No. 2000-347 intending to establish the service area of PJJWA and to further provide for mandatory connection of buildings situate in the service area of the water supply system; and,

WHEREAS, It is the purpose and scope of this Ordinance to confirm, ratify and establish a water service district within the Township within which PJJWA shall have authority to construct and provide public water service wherein connections shall be made to the PJJWA water system; and,

NOW, THEREFORE, be it ordained by the Commissioners of Pocono Township, Monroe County, Pennsylvania as follows:

WATER SERVICE DISTRICT.

The Township of Pocono hereby establishes a Water Service District for PJJWA for the purpose of providing public water service to the improved properties required to receive such public water service within the Water Service District. The Water Service District shall encompass that area of Pocono Township as specifically identified in the shaded or colored area ("PJJWA Water Service Area") on the water service area map, which is attached hereto and incorporated herein as *Exhibit "A"*. A copy of the water service area map shall be available and kept on file at the Township office.

REPEALER.

All ordinances or parts of ordinances, which are inconsistent herewith are hereby repealed.

SEVERABILITY.

If any sentence, clause, section, or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, sections or parts of this ordinance. It is hereby declared as the intent of the Board of Commissioners that this ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

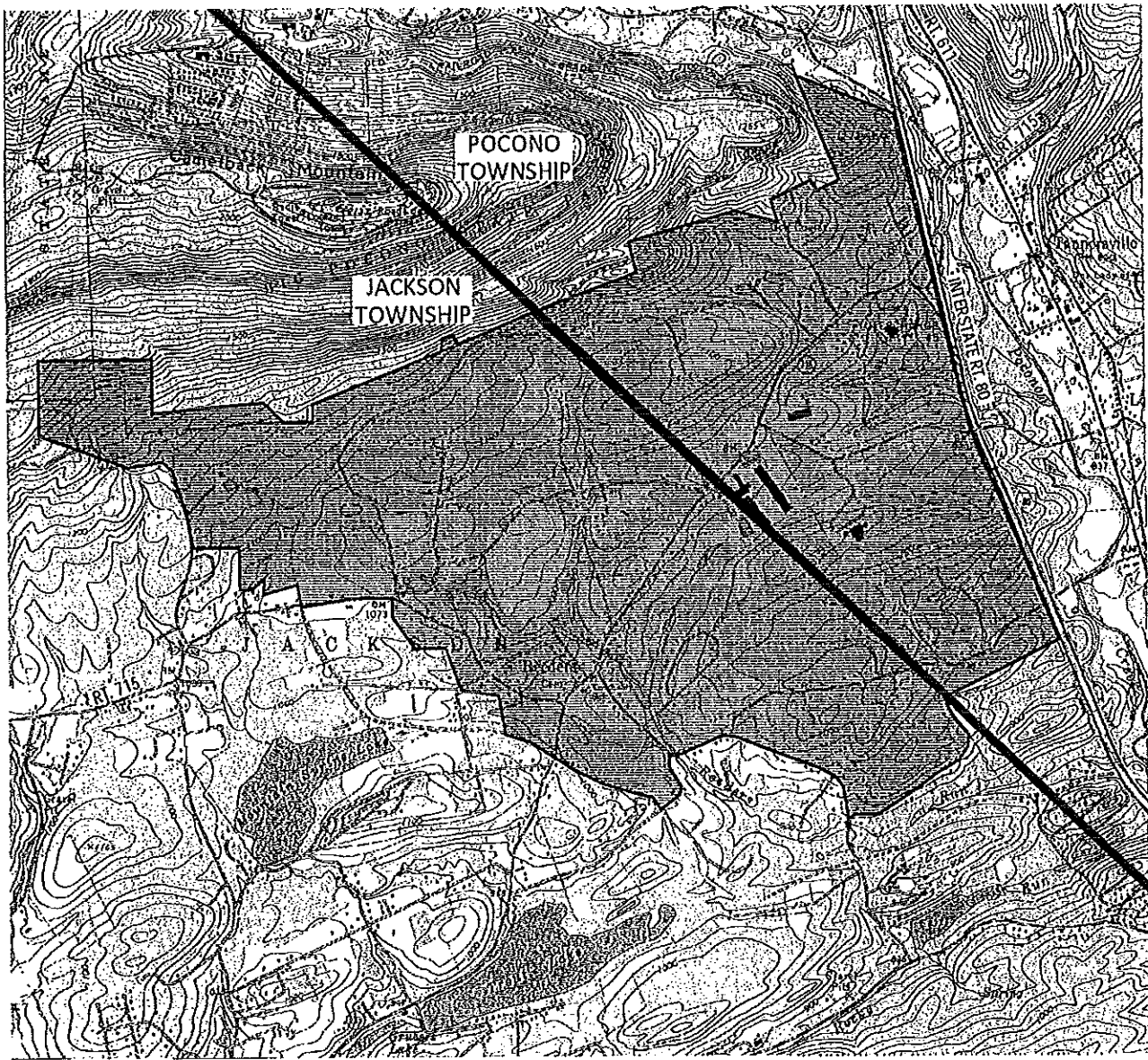
EFFECTIVE DATE.

This ordinance shall become effective five (5) days after its adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 18th day of December, A.D., 2017.

ATTEST:

**POCONO TOWNSHIP
BOARD OF COMMISSIONERS**



LEGEND



Pocono-Jackson Joint Water Authority Water Service Area



GRAPHIC SCALE



(IN FEET)

1 INCH = 3000 FT.

EXHIBIT B

PROJECT MANAGER RDSIV	DESIGNED BY	POCONO JACKSON JOINT WATER AUTHORITY WATER SERVICE AREA		AUTHORIZED USE	<div></div> <div>A DIVISION OF </div> <div>Civil Engineers • Environmental Engineers • Surveyors 112 North Courtland Street, P.O. Box 268, East Stroudsburg, Pa. 18301 Telephone (570) 421-1550, Fax (570) 421-6720 Website: www.rkrhess.com Email: eng@rkrhess.com ©2017 All rights reserved</div>
DRAWN BY AB	CHECKED BY	PREPARED FOR		AGREEMENT	
DATE 9-5-17	CHECKED DATE	INTERMUNICIPAL WATER SERVICE AGREEMENT ON BEHALF OF BRODHEAD CREEK REGIONAL AUTHORITY			
SCALE AS SHOWN	PROJECT NO. 10204.116	POCONO AND JACKSON TOWNSHIPS MONROE COUNTY, PA			

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
DECEMBER 4, 2017
6:00 p.m.**

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Vice-President Robert DeYoung called the meeting to order at 6:00 pm with the Pledge of Allegiance.

A moment of silence was held for Planning Commission Board Member, Bob Demarest, who served on the Board for many years.

Roll call:

President Werkheiser – Absent
Vice-President DeYoung – Present
Commissioner Lastowski – Present
Commissioner Coover – Present
Commissioner Gndt – Present

Professional Staff:

Attorney Leo Devito – Present
Jon Tresslar – Engineer – Present

Announcements:

Executive session was held 11/30/2017 for personnel matters.

Public Comments on matters not on the agenda: Maxine Turbolski, Township Resident, requested the Township inquire about property on Rt. 314 and Summit Road and property on Moss Drive for violations, and brush that needs trimming on the corner of Summit Road and Rt. 314.

Minnell Wilson, Township Resident, requested the Township clean debris out of the pipes in her driveway at 501 Mulberry Court. She also reported that the plowing done by the Township Road Crew leaves stones on her property. The Township Manager was instructed to look into this issue.

Motion made by Commissioner Lastowski, seconded by Commissioner DeYoung, to suspend the agenda for the Township Solicitor's Report first.

All in favor
Motion Carried

Township Solicitor Report:

PJJWA Ordinance – Attorney Clark Conner, Solicitor for PJJWA, presented the proposed Ordinance. Discussion followed on accurate identification of water service

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
DECEMBER 4, 2017
6:00 p.m.**

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areas within Pocono and Jackson Townships. Attorney Ralph Matergia, counsel to DF Pocono, discussed bulk water agreements and the ability to extend a water line from the BCRA point of service to south of Rt. 715. A meeting will be held 12/7/2017 to discuss the PJJWA Ordinance. Discussion followed.

Presentations: None

Approval of Minutes:

Motion made by Commissioner Gndt, seconded by Commissioner Lastowski, to accept the November 20, 2017 Special and Regular Meeting Minutes.

All in favor
Motion Carried

Motion made by Commissioner Lastowski, seconded by Commissioner Gndt, to accept the November 30, 2017 Special Meeting Minutes.

All in favor
Motion Carried

Approval of Bills and Transfers:

Motion made by Commissioner Lastowski, seconded by Commissioner Gndt, to ratify the check list for the prior period dated December 4, 2017.

All in favor
Motion Carried

Motion made by Commissioner Gndt, seconded by Commissioner Lastowski, to approve the Check and Transfers listing dated December 4, 2017.

All in favor
Motion Carried

Report of the President: None

Commissioner's Comments:

Bob DeYoung – Vice President: None

Jerry Lastowski – Commissioner:

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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Library – Commissioner Lastowski dispelled rumors that the Board want to have the library removed. Discussion followed on the future needs of the Township. A meeting will be held December 7, 2017 with library representatives to discuss the library. Susan Lyons, Library Director, discussed library expenses for employees, staff youth services, and how materials purchased are not broken down by branch.

Future Board Members – Discussion followed on whether to include the new commissioners elect in correspondence that would help keep them informed so decisions can be made when they start in January.

Jerrold Belvin, Township Resident, indicated his emails to the Township are not being responded to.

Discussion followed.

Motion made by Commissioner Lastowski, seconded by Commissioner DeYoung, to include newly elected Board Members, Jerrold Belvin and Rich Wielebinski, in the Township's emailing stream from the Township Manager, with the exception of items dealing with confidentiality, executive session, or negotiations.

EG-No; BD-Yes; JL-Yes; JC-No

Motion Failed

Commissioner Lastowski will keep them informed and the Township Manager will share with the newly elected Board members a list of open items which will need addressing in the coming year.

Judi Coover – Commissioner:

Motion made by Commissioner Coover, seconded by Commissioner Lastowski, to request the Planning Commission Solicitor to draft an amendment to Zoning Ordinance 110 to address the following: the request for an Overlay District for Hospitals; Section 704B3 regarding four-sided facades; Section 704E1 the definition remain Entrance; Referencing the SALDO with regard to a final plan and signs; the repeal of 902C; and the inclusion of Billboards as Conditional Use in the Use Schedule, and any other changes deemed appropriate.

All in favor
Motion Carried

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
DECEMBER 4, 2017
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House Bill 1620 which allows wireless antennas for cell phones to go into the public right-of-way was discussed.

Kalahari – Township Manager will draft a letter based on what is owed the Township. Discussion followed.

Ellen Gndt – Commissioner – None

Reports:

Finance Committee Report: Discussion occurred on the possibility of and different scenarios for paying down sewer debt as well as the reduction of user fees for sewer customers.

Motion made by Commissioner Coover, seconded by Commissioner Gndt, to prepare and approve resolution to enact a 15% reduction in sewer user fees to be effective 2/1/2018, pay off \$2 million of our \$4 million Note with ESSA, and invest \$2 million in a CD(s) at an interest rate of 1.7% or better.

All in favor
Motion Carried

Sewer Committee: Township staff will be working to compile records identifying properties listed as deferred and the reasons for the deferral. Properties under the De Minimus policy as well as properties which are delinquent are being monitored by the township. Discussion followed.

Motion made by Commissioner Coover, seconded by Commissioner Lastowski, to authorize the Township Manager to work with the Township Solicitor to create a collection letter to all delinquent sewer account holders notifying them that a lien could be placed against their property for failure to pay.

All in favor
Motion Carried

Maxine Turbolski, Township Resident, inquired whether the Township can put a payment plan in place for the properties that owe. Discussion followed.

Administration – Manager's Report:

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DECEMBER 4, 2017
6:00 p.m.

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Bobby Felins has resigned his position as Park Board Member. A letter of appreciation for his service will be sent, and openings on our various Boards will be posted on the Township's website.

Per Commissioner Coover, "I do believe that it would be good to take \$178,000.00 of the \$800,000.00 and give it back to taxpayers in the form of a one mill tax break. It would still considerably contribute to the capital fund for whenever this campus does expand or invest in improving and/or expanding the buildings. I think it's always better to let the taxpayers keep their money whenever you can."

Commissioner Gndt agrees and supports lowering the millage for the benefit of taxpayers.

Motion made by Commissioner Gndt, seconded by Commissioner DeYoung, to authorize the Township Manager to advertise the 2018 proposed budget as required by the First-Class Township code, ten days prior to tentative adoption of December 18, 2017.

All in favor
Motion Carried

Motion made by Commissioner Lastowski, seconded by Commissioner Coover, to approve the 2018 Pocono Township Commissioners Group Health Plan.

All in favor
Motion Carried

Resolutions and Ordinances:

Resolution 2017-51 – Best Auto

Motion made by Commissioner Lastowski, seconded by Commissioner DeYoung, to adopt Resolution 2017-51 granting conditional Preliminary/Final approval of the revised Best Auto Service Land Development Plan.

All in favor
Motion Carried

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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Public Comment:

Deanna Smoyer, Gilmour & Associates Engineer, indicated properties and businesses have inquired about the improvements being done on Route 611. Some businesses are losing their parking and their accesses are changing. It is a state road and Senator Mario Scavello or Representative Jack Radar would need to be contacted. Discussion followed.

Robert Fisk, Township Resident, at 3115 Route 611 questioned whether properties in his area were going to be able to hook to the sewer system. Discussion followed.

Motion made by Commissioner Coover, seconded by Commissioner Gmandt, to adjourn the meeting at 8:28 p.m.

All in favor
Motion Carried

Submitted by: _____

Donna M. Asure
Township Secretary

**Pocono Township Board of Commissioners
Special Meeting Minutes
December 7, 2017 8:00am**

Commissioner DeYoung called the meeting to order at 8:00am with the Pledge of Allegiance.

Roll call -

President Werkheiser - Absent
Vice-President DeYoung - Present
Commissioner Lastowski - Present
Commissioner Coover - Present
Commissioner Gndt - Present

Announcements - none

No public comment on items not on the agenda received at this time.

Motion by Commissioner Coover, seconded by Commissioner DeYoung to approve the check list for the current period dated December 7, 2017.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Motion by Commissioner Gndt, seconded by Commissioner Coover to transfer \$1M from the sewer construction fund to the sewer operating fund.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

A presentation was made by members of the PJJWA, BCRA and representatives of the Summit Health Development defining the water district. Discussion followed.

Motion by Commissioner Coover, seconded by Commissioner Lastowski to authorize the solicitor to advertise the proposed ordinance concerning PJJWA for a hearing on December 18, 2017.

EG – No, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Members of the Monroe County Library system met with the commissioners concerning the current and future needs of the library. Discussion followed.

Motion by Commissioner Coover, seconded by Commissioner DeYoung to adjourn into executive session at 9:37am for personnel.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Motion by Commissioner Coover, seconded by Commissioner Gndt to reconvene the regular meeting at 11:10am. No decisions or actions were taken in executive session.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Motion by Commissioner Coover, seconded by Commissioner Lastowski to approve the expenditure of \$5,750.00 for the valve replacement project as requested/recommended by Boucher & James.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Joe Phillips, Architect from Phillips & Donovan Architects met with the Commissioners to discuss the process to develop conceptual drawings of township needs for all departments.

Motion by Commissioner Lastowski, seconded by Commissioner Gndt to enter into agreement with Site 2 for backup computer services.
After discussion, Commissioner Lastowski and Commissioner Gndt withdrew their motion and second.

No public comment received.

Motion by Commissioner Coover, seconded by Commissioner Gndt to adjourn the meeting at 12:07pm.

EG – Yes, RD – Yes, JL – Yes, JC – Yes
Motion Carried

Submitted By:

Donna M. Asure
Township Secretary

POCONO TOWNSHIP BOARD OF COMMISSIONERS

WORK SESSION MINUTES

DATE: December 14, 2017

TIME: 8:00am

PLACE: Township Building

PRESIDING COMMISSIONER: Robert DeYoung

ROLL CALL:

Jerry Lastowski - Present
Ellen Gndt – Present
Judi Coover – Present

Public Present –

In attendance during interview for park board vacancy -

- Esme Felins
- Jennifer Fisher
- Nate

An executive session was held from 8:40am until 9am, concerning personnel, when the regular work session reconvened.

In attendance for insurance discussion –

- Rob Thompson – EHD Insurance

An executive session was held at 9:20am concerning personnel.

The work session reconvened at 10:30am.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN DURING WORK SESSION.

THE WORK SESSION ENDED AT 1:05 pm

Submitted by: _____

Donna M. Asure
Township Secretary

Pocono Township

December 18, 2017

SUMMARY

Ratify

General Fund	\$	84,917.35
Sewer Operating	\$	-
Sewer Construction	\$	6,140.34

Bill List

TOTAL General Fund	\$	87,074.23
TOTAL Sewer Operating Fund	\$	115,255.71
TOTAL Sewer CONSTRUCTION Fund	\$	1,072,438.60
TOTAL Capital Reserve Fund	\$	90,864.08
Liquid Fuels	\$	450,000.00

<u>Budget Adjustments</u>	\$	-
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<u>Budget Appropriations</u>	\$	-
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Note:

Check # 2012 not added to bills list since it is a replacement for check # 1985 to Kevin Allen for sewer refund. Check was returned to township because address was incorrect.

December 18, 2017

Authorized by:

POCONO TOWNSHIP CHECK LISTING

December 18, 2017

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
12/12/2017	56500	Ackerman, Earl	Uniform Allowance	96.09
12/12/2017	56501	ARGS Technology, LLC	IT Service	1,125.00
12/12/2017	56502	Avail Business Systems, Inc.	File folders	161.03
12/12/2017	56503	Best Auto Service Center	Police Vehicle	287.06
12/12/2017	56504	BIU of PA, Inc.	ZO/SEO/BIU	13,127.25
12/12/2017	56505	Brodhead Creek Regional Authority	Sewer	208.34
12/12/2017	56506	Broughal & DeVito, L.L.P.	Legal	4,986.11
12/12/2017	56507	Card member Service	Toner - Police	146.99
12/12/2017	56508	D.G. Nicholas Co.	Supplies	12.31
12/12/2017	56509	DES	Recycling	24.00
12/12/2017	56510	Eureka Stone Quarry, Inc.	Stone	2,189.46
12/12/2017	56511	F&F Paving, Inc.	Refund - Paving permit	25.00
12/12/2017	56512	Family Care Centers, Inc.	Screening - Police hires	676.00
12/12/2017	56513	Flamm, Walton Heimback & Lamm, PC	Employment matters - Legal	2,572.50
12/12/2017	56514	Francis Smith & Sons Inc	Administrative	250.00
12/12/2017	56515	Galls	Cuffs and leg irons	68.46
12/12/2017	56516	Donaghy Insurance Services	Tax Collector Bond	1,544.00
12/12/2017	56517	General Code	Codification	6,339.30
12/12/2017	56518	Goucher, Shawn	Uniform Allowance	320.01
12/12/2017	56519	Highmark Inc.	Spending Account	129.35
12/12/2017	56520	Imaginations	Flowers - Demarest Service	112.00
12/12/2017	56521	J & B Auto	#90 repair	664.94
12/12/2017	56522	Kramer's Sheds	Signage Mt. View Park	5,520.00
12/12/2017	56523	Lynott, Tom	Uniform Allowance/Expenses	860.75
12/12/2017	56524	Manual, Jack	Uniform Allowance	229.09
12/12/2017	56525	Masters Concrete Products, Inc.	Bumper Blocks - Mt. View	261.25
12/12/2017	56526	MCIDA	TIF - New Building Assessment Interim Bill - Sanofi	2,932.69
12/12/2017	56527	Metropolitan Telecommunications	Phones - Township/Park	561.42
12/12/2017	56528	Metropolitan Telecommunications	Phones - Police	292.34
12/12/2017	56529	Network Fleet	GPS Service	325.45
12/12/2017	56530	Northeast Pennsylvania Alliance	2018 Membership	275.00
12/12/2017	56531	Otto, Carol	Cleaning	550.00
12/12/2017	56532	P & D Emergency Services	#95 Repair	156.20

General Fund

POCONO TOWNSHIP CHECK LISTING

December 18, 2017

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
12/12/2017	56533	Panko Reporting	Summit Health Transcript	39.50
12/12/2017	56534	Pennsylvania Municipal League	2018 Dues	3,319.50
12/12/2017	56535	Pocono Management Associates LLC	Contracted Services	936.92

POCONO TOWNSHIP CHECK LISTING

December 18, 2017

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
12/12/2017	56536	Pocono Record	Advertising	1,550.62
12/12/2017	56537	PPL Electric Utilities	Electric	70.00
12/12/2017	56538	Praxair Dist Mid-Atlantic	Cylinder Rentals	25.14
12/12/2017	56539	Prosser Laboratories, Inc.	Water Testing Park	29.00
12/12/2017	56540	RecDesk LLC	Park Reservation Service	1,800.00
12/12/2017	56541	Royal Security Services, Inc	Service Fee	150.00
12/12/2017	56542	Scott's Signs and Printing	Name plate	25.00
12/12/2017	56543	Sparkle Car Wash	Car washes	48.00
12/12/2017	56544	Starr Uniform Center	Ballistic Vest - Aaron Anglemeyer	1,100.00
12/12/2017	56545	Stiff Oil Company	Heating Oil - Public Works	1,367.92
12/12/2017	56546	T&M Associates	Management Follow-up	80.25
12/12/2017	56547	ULINE	Cones, Barracades	749.87
12/12/2017	56548	UNIFIRST Corporation	Carpets/Uniforms	154.27
12/12/2017	56549	Virtual Town Hall Holdings, LLC	Website Hosting - 2018	2,200.00
12/12/2017	56550	Wagner, James	Uniform Allowance	369.89
12/12/2017	56551	Weitzmann, Weitzmann & Huffman, LLC	ZHB Legal	1,149.45
12/12/2017	56552	Werkheiser, Kent	Uniform Allowance	404.95
12/12/2017	56553	Wilson Products Compressed Gas Co.	Cylinder Rental	6.75
12/12/2017	56554	YIS/Cowden Group Inc	Tracker training	435.00
12/13/2017	56555	Card member Service	MSLicense/Supplies	330.31
12/13/2017	56556	Classic Quality Homes	Refund Septic Permit	600.00
12/13/2017	56557	Davidheiser's Inc.	Speed Testing	112.00
12/13/2017	56558	Kresge, Scott	Uniform Allowance	47.58
12/13/2017	56559	Sundance Networks, Inc.	Mt. View Park - Internet Service	1,262.49
12/13/2017	56560		voided	
12/13/2017	56561	Nationwide 457	Supplemental pension employee & employer match (police only)	12,334.99
12/13/2017	56562	Teamsters	Union dues (non-police)	506.00
12/13/2017	56563	Teamsters	Union dues (police)	1,195.00
12/14/2017	56564	Jim Loyson	Boot allowance	150.00
12/13/2017	56565	Bartonsville Printing	Zoning Placards	95.00
12/13/2017	56566	PPL	Township /Traffic/ Park	2,119.99
12/14/2017	56567	Timothy Mignosi	Uniform Allowance	555.05
12/14/2017	56568	Steele's Hardware	Snowblower	1,049.90

POCONO TOWNSHIP CHECK LISTING

December 18, 2017

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
12/15/2017	56570	DG Nichols	Truck parts/shop supplies	45.66
12/15/2017	56571	F&L Doors	Garage doors repairs	925.00
12/15/2017	56572	PAPCO Inc.	Gasoline	2,703.84
TOTAL General Fund \$				87,074.23

Sewer Operating Fund

12/13/2017	1991	Trapp Enterprises	Release Payment	6,750.00
12/13/2017	1992	Thomas G. McKeown	Release Payment	1,550.00
12/13/2017	1993	Jim Schlier	Release Payment	850.00
12/13/2017	1994	Daniel Snyder	Release Payment	1,878.03
12/13/2017	1995	Richard Gaun	Release Payment	600.00
12/13/2017	1996	Richard Gaun	Sewer Refund	572.94
12/13/2017	1997	EEEMA O&M Services Group, Inc.	Professional Services	5,993.59
12/13/2017	1998	Pocono Management Associates LLC	SERVICES 11/27 - 12/3	704.74
12/13/2017	1999	Want To Inc.	Electrical contractors	2,310.00
12/13/2017	2000	Boucher & James, Inc.	Inv # 83560, 83574, 83573, 83182	1,390.76
12/13/2017	2001	Pocono Management Associates LLC	Contracted services 12/4 - 12/10	1,169.54
12/13/2017	2002	Boucher & James, Inc.	Sewer Emergency Response Plan	786.50
12/13/2017	2003	Broughal & Devito	Township Sewer Matters	195.00
12/13/2017	2004	BCRA	2018 BCRA billing	84,015.00
12/13/2017	2005	Metropolitan Telecommunications	Pump Station 5 phone	59.47
12/13/2017	2006	Blue Ridge Communications	Phone/Internet pump stations	44.62
12/13/2017	2007	Pennsylvania One Call System	Professional Services	83.23
12/13/2017	2008	Grainger	Grate & manhole cover hooks	89.68
12/13/2017	2009	PPL	Electric bill pump stations	3,345.53
12/15/2017	2010	Blue Ridge Communications	Phone/Internet pump stations	43.31
12/15/2017	2011	Cramer, Swetz, McManus & Jordan	Legal Services	1,261.23
12/15/2017	2013	FJ Hess	Refund Sewer Fees	468.76
12/15/2017	2014	Joel & Debra Rossi	Refund Sewer Fees	1,093.78
TOTAL Sewer Operating Fund \$				115,255.71

POCONO TOWNSHIP CHECK LISTING

December 18, 2017

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Sewer Construction Fund				
12/13/2017	232	Want To Inc	Sewer Valve Project Valve Station 1	3,900.00
12/13/2017	233	The Milnes Company	Air vacuum release valve replacement project	56,885.40
12/13/2017	234	Pocono Township	Transfer to Sewer Operations approved 12/7/17	1,000,000.00
12/13/2017	235	Boucher & James	Inv# 83561, 83570, 83571	11,653.20

TOTAL Sewer Construction Fund \$ 1,072,438.60

Capital Reserve Fund

12/14/2017	188	Hanson Aggregates	2017 Road Maintenance (balance not covered by liquid fuels)	90,864.08
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TOTAL Capital Reserve Fund \$ 90,864.08

Liquid Fuels

12/14/2017	56569	Hanson Aggregates	2017 Road Maintenance (balance covered by liquid fuels)	\$ 450,000.00
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ESSA

TOTAL General Fund	\$87,074.23	
TOTAL Sewer Construction Fund	\$1,072,438.60	Transferred by:
TOTAL ESSA Transfer	\$1,159,512.83	

Wayne Bank

Operating Fund	\$115,255.71	Authorized by:
----------------	--------------	----------------

Interview
12-14-17 Esm

November 17, 2017

Charlie Trapasso
President
Pocono Township Parks and Recreation
P.O. Box 197, Township Drive
Tannersville, PA 18372

Dear Charlie,

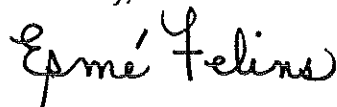
Congratulations to you and the members of the Park Board for the lovely Veteran's Day presentation at the Heritage Center in Tannersville. All of the exhibitions, including the art display by local veterans, lent such dignity and meaning to this venerable holiday.

As a forty year resident of Pocono Township, I am grateful for the improvements and additions to Mountain View Park, arguably one of the most beautiful parks in the Pocono Mountains. My family and I have utilized the many amenities offered by the park, from the ball fields to the pavilions, to the play areas, in particular the Crossings Abilities facilities. As a teacher in the Pocono Mountain School District, my colleagues and I took many field trips with our students to Mountain View Park, which offered an ideal place for sixty or so 7th graders to explore, expend energy and be free from the structure of a classroom. (For some reason, parents were always happy that we returned them exhausted from having so much fun!).

If an opening on the Park Board becomes available, I would like to be considered the candidate to fill it. I feel that I can make a positive contribution to the growth of this endeavor since I have a history with Pocono Township and a sincere desire to see the park and its services expand to serve the needs of my community.

Once again, thank you and the board members for your hard work and dedication to making Pocono Township an outstanding place to live.

Sincerely,



Esmé Felins

KENT J. WERKHEISER
Chief of Police



570-629-7200
Office
9-1-1
Emergency Number
570-629-1501
Fax Number
570-992-9911
Dispatch

POCONO TOWNSHIP POLICE

110 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

POLICE REPORT FOR NOVEMBER, 2017

The following are the recorded activities of the Pocono Township Police Department for the month of November 2017. Also listed are the available recorded activities for November 2016.

	NOV 2017	Y-T-D 2017	NOV 2016	Y-T-D 2016
Incidents Investigated	302	4219	294	4297
Burglary Alarms Answered	75	808	71	824
Reportable Accidents Investigated	18	218	24	238
Non-Reportable Accidents	33	358	40	331
Criminal Investigations	27	290	23	335
Criminal Arrests	45	362	23	376
Juvenile Detentions	1	10	0	7
Property Receipts	33	337	19	301
Notification of Faulty Equipment	150	1346	111	1208
Vehicle Reports	1	12	1	17
Death Investigations	2	19	2	18
Written Warnings	148	1646	148	1575
Missing Persons	1	9	1	10
Traffic Citations Issued	115	1307	124	1210
Non-Traffic Citations Issued	24	266	20	299
Ski Thefts	0	0	0	0
911 Hang-up Calls	42	602	50	730

Mileage all Vehicles: 16,360

Income from Report Fees: \$405.00

POCONO TOWNSHIP

10 YEAR CAPITAL IMPROVEMENT PLAN

DRAFTED MAY 2015 FOR DISCUSSION

Approved December 2017

POCONO TOWNSHIP - ROADWAY IMPROVEMENT PLAN

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
CULVERT REPLACEMENT	12	12	12	12	12	12	12	12	12	12
ASPHALT PAVING (based upon 5 miles each year)	1025	710	712	712	712	712	716	716	716	800
OIL & CHIP SEAL COATING (based on 7 miles ea year)	237	220	220	221	221	222	222	230	230	250
SHOULDER RESTORATION	25	25	25	25	25	25	25	25	25	25
PAGE SUBTOTAL IN THOUSANDS	1299	1299	967	969	970	971	975	983	983	1087

PUBLIC WORKS DEPARTMENT - VEHICLE/ EQUIPMENT REPLACEMENT PLAN

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
1 USED PICK UPS WITH PLOWS				50					50	
2012 CASE LOADER								120		
Side Dump Bucket										
2011 CASE BACKHOE								110		
Hammer Attachment										
2013 CASE SKID LOADER						95				
Sweeper with Bucket Attachment										
1997 GMC TOPKICK DUMP TRUCK NO 1 (Single Axle)									170	
2003 PETERBILT DUMP TRUCK NO 10 (Tandem Axle)	195									
2004 PETERBILT DUMP TRUCK NO 4 (Single Axle)										
2004 PETERBILT DUMP TRUCK NO 6 (Single Axle)	150									
2006 PETERBILT DUMP TRUCK NO 5 (Single Axle)										
Refurbish Frame in 2015				150						
2005 PETERBILT DUMP TRUCK NO 3 (Single Axle)			150							
Refurbish frame in 2015					160					
2012 INTERNATIONAL FLAT BED TRUCK NO 2 (Replace with Single Axle)										
2006 PETERBILT DUMP TRUCK NO 8 (Single Axle)					160					
Refurbish frame in 2015						160				
2007 PETERBILT DUMP TRUCK NO 9 (Single Axle)							160			
Refurbish frame in 2015										
2010 PETERBILT DUMP TRUCK NO 11 (Tri Axle Replace with Single Axle)				160						160
2018 MACK										
2006 DODGE PICK UP - replace with 1 ton dump truck (?)										
2003 FREIGHTLINER SWEEPER (One half expense shown)		120								
2007 JOHN DEERE TRACTOR MOWER										
Replace Mowing Deck										
2000 NEW HOLLAND TRACTOR MOWER										
Replace Mowing Deck		25								
1998 BOMAG ROLLER			60							
PAGE SUBTOTAL IN THOUSANDS	345	145	210	360	320	255	160	230	220	160

[illegible]

POCONO TOWNSHIP - SEWER SYSTEM MAINTENANCE AND REPLACEMENT PLAN										
DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	
VALVE STATION NO. 1										
VALVE STATION NO. 2										
SEWER COLLECTION SYSTEM										
Flushing and Cleaning Sewer lines		100					100			
PURCHASES FOR SEWER SYSTEM	250									
FORCE MAINS										
Repair or Replace Air Relief Valves						75				
PAGE SUBTOTAL IN THOUSANDS	250	100	0	0	0	75	100	0		0

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026
VALVE STATION NO. 1									
VALVE STATION NO. 2									
SEWER COLLECTION SYSTEM									
Flushing and Cleaning Sewer lines		100					100		
PURCHASES FOR SEWER SYSTEM	250								
FORCE MAINS									
Repair or Replace Air Relief Valves						75			
PAGE SUBTOTAL IN THOUSANDS	250	100	0	0	0	75	100	0	0

POCONO TOWNSHIP - 10 YEAR CAPITAL IMPROVEMENT PLAN SUMMARY												
DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
ROADWAY IMPROVEMENTS	1146	967	969	970	970	971	975	983				
EQUIPMENT/ VEHICLES	529	326	267	425	392	263	175	290		160		
ADMINISTRATION BUILDING	135	0	8	0	0	8	55	0		0		
PUBLIC WORKS BUILDING	30	25	0	0	0	0	0	0		0		
POLICE BUILDING	43	30	0	0	0	18	0	0		0		
MT VIEW PARK IMPROVEMENTS	51	75	115	40	20	5	75	20		0		
SEWER MAINTENANCE EXPENSES	250	150	100	40	50	75	140	50		0		
GRAND TOTAL IN THOUSANDS	2184	1573	1459	1475	1432	1340	1420	1343	0	160		

PARAMETERS									
RATING	EFFECT OF								
	SAFETY	OPERATIONAL IMPACT	PHYSICAL CONDITIONS	DELAYING EXPENDITURE	ECONOMIC IMPACT	LIFE EXPECTANCY	EFFICIENCY OF SERVICE	CONSISTANT WITH GOALS	FEASIBILITY OF PROJECT
5	UNSAFE NEEDS IMMEDIATE ATTENTION	CRITICAL DISRUPTION	CRITICAL NEEDS IMMEDIATE ATTENTION	GREATLY IMPACTS OTHER NEEDS	IMMEDIATE SAVES MUCH LATER	LESS THAN 5 YEARS	SIGNIFICANT IMPROVEMENT	VERY CONSISTANT	READY TO PROCEED
4	NEEDS IMMEDIATE ATTENTION	SERIOUS DISRUPTION	SERIOUS ADDRESS PROMPTLY	MODERATE IMPACT OTHER NEEDS	PROMPT WILL INCREASE SAVINGS	5-10 YEARS			
3	NEEDS PROMPT ATTENTION	MODERATE DISRUPTION	POOR SHOULD BE BUDGETED		PROMPT WILL SAVE MODERATELY	10-15 YEARS	MODERATE IMPROVEMENT	MODERATELY CONSISTANT	PROJECT IS NOT READY TO PROCEED
2	SAFE BUT SHOULD BE BUDGETED	SLIGHT DISRUPTION	ACCEPTABLE COULD BE IMPROVED	SLIGHT IMPACT TO OTHER NEEDS	ACTION IN 3 YEARS SAVES MUCH	15-20 YEARS			
1	SAFE BUT WILL NEED WORK IN FUTURE	MINOR DISRUPTION	GOOD WILL NEED FUTURE ATTENTION		LITTLE SAVINGS	20-30 YEARS	SLIGHT IMPROVEMENT	SLIGHTLY CONSISTANT	PROJECT HAS MINOR OBSTACLES
0	NO SAFETY HAZARD	NO DISRUPTION	EXCELLENT	NO IMPACT TO OTHER NEEDS	NO IMPACT	OVER 30 YEARS	NO IMPROVEMENT	NOT CONSISTANT	PROJECT HAS MAJOR OBSTACLES
PRIORITY FACTORS	5	5	3	3	2	1	3	2	2

RATING EXAMPLE: (Shown Shaded)

(5x4)
20 +

(5x3)
15 +

(3x4)
12 +

(3x3)
9 +

(2x1)
2 +

(1x0)
0 +

(3x2)
6 +

(2x1)
2 +

(2x4)
8 =

divided by 9 = a rating of

RATING	PRIORITY INDEXING
11 TO 13	CRITICAL SHOULD BE ADDRESSED IMMEDIATELY
9 TO 11	SERIOUS SHOULD BE ADDRESSED PROMPTLY
7 TO 9	NECESSARY SHOULD BE BUDGETED FOR
4 TO 7	NON - ESSENTIAL RE-EVALUATE IN THE FUTURE
0 TO 4	NOT INCLUDED ELIMINATE FROM LIST



**American
Red Cross**

Pocono Mountains Chapter
410 Park Ave.
Stroudsburg, PA 18360
Tel (570) 476-3800
Fax (570) 476-3803
www.redcross.org

October 18, 2017

Dear Sir or Madam,

On Sunday, May 20, 2018, the American Red Cross of the Poconos will be hosting the Pocono Mountains "Run for the Red" Marathon. This is our 13th year and as we have done in the past, we are asking permission to utilize the highways listed on the following page. The Pennsylvania Department of Transportation requires a "letter from each municipality in which the event is to occur indicating their approval."

We are asking you to please return your letter to us BEFORE December 31, 2017. The PennDot application needs to be submitted February 2017 to meet their deadline requirements. Certificates of Insurance will follow under separate mail. Please return it to:

**American Red Cross
410 Park Ave.
Stroudsburg, PA 18360
Attn: Rose Walsh**

We are working closely with the police agencies, fire companies, and Pocono Medical Center and EMS personnel in Monroe County to ensure a safe and secure event. Our first consideration is the safety of everyone involved in this event. This includes the safety of not only the runners, but also the homeowners along the race course.

Last year's race was an overwhelming success and benefited the residents here in Monroe County. We look forward to another successful year that will allow us to assist victims of disasters that occur in our communities.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert G. Werts".

Robert G. Werts
Race Director



**American
Red Cross**

**POCONO TOWNSHIP
PO BOX 197
TANNERSVILLE, PA 18372**

Pocono Mountains Chapter
410 Park Ave.
Stroudsburg, PA 18360
Tel (570) 476-3800
Fax (570) 476-3803
www.redcross.org

Organization Name: American Red Cross Pocono Mountain Chapter

Address: 410 Park Avenue, Stroudsburg, PA 18360

EVENT TITLE:
RUN FOR THE RED MARATHON

DATE:
SUNDAY, MAY 20, 2018

Start Time (approximately for Pocono Township)	7:30 am
End Time (approximately for Pocono Township)	9:30 am
Estimated duration of highway closure	2 hours
Route	SR 314, SR 611, SR 191
Approximate travel distance	3.75 miles

Participants will not assemble in Pocono Township as the marathon begins in Tobyhanna Township and finishes in Stroudsburg Borough.

State Police and Regional Police forces are working with us and will be responsible for traffic control.

Red Cross will obtain a Certificate of Insurance for each township and borough on the route.

Quotation

Customer: Pocono Township & Pocono Township Police Dept.
 Address: 112 Township Drive
 Tannersville, PA 18372
 Contact: Donna Asure
 Phone: 570-629-1922
 Email: dasure@poconopa.gov

Quotation #: Q-17-120501
 Date: 12/06/2017

Managed IT Services:

Whether you are the business owner or the IT decision maker, you know that IT drives strategic initiatives. Yet you likely still struggle with unpredictable IT expenses, Bring Your Own Device (BYOD) to work challenges, worker productivity issues and business continuity planning. With Site2's Managed IT Services your organization will benefit from on-demand IT on a predictable budget, a more strategic IT role, increased flexibility and work/life balance, as well as improved resiliency and security. The following proposal has been developed specifically for the unique operational and technology needs of Pocono Township & Pocono Township Police Dept.

Service	Qty	Price Per Unit	Monthly Charge	Annual or One-Time
Backup & Recovery Services: Our business continuity and recovery services provide end-to-end protection against a variety of risk scenarios including hardware, site and regional events. By identifying critical data, priority applications, key workflows and recovery point/recover time objectives, we develop customer solutions for each client.				
1. Asigra Cloud Backup & Recovery - License Fee (Windows, Linux or MAC) <ul style="list-style-type: none"> Online backup, powered by Asigra Cloud Backup software for Microsoft Windows Up to 600 GBs of protected data Installed on customer provided server Unlimited updates and patches per software installation HIPAA Compliant FIPS 140-2, 256 AES encryption Local-also backups to customer provided LAN storage. Continuous Data Protection (CDP) feature provides real-time backups. Time & generation based retention allows up to 10,000 backup generations 	1	\$210.00	\$210.00	
2. Disaster Recovery Tests -- annual testing coordinated by our backup & recovery experts; one(1) 12-hour non-business day test.	1	Included		Included
3. One Time Set Up/Installation , plus account setup and baseline "seeding".	1	Included		Included
Backup Sub-Total:			\$210.00	\$00
Service	Qty	Price Per Unit	Monthly Charge	Annual or One-Time
Support: Our engineering team is an extension of your team, helping to ensure your ongoing daily IT operations.				
4. Account Management Support -- for billing and account administration questions is included, Mon-Fri, 7 AM to 7 PM EST, except U.S. national holidays.	1	Included	Included	
5. 24/7/365 Emergency Support , unlimited email and phone support.	1		Included	
Support Sub-Total:			\$0.00	\$0.00
TOTAL:			\$210.00	\$00

Pricing Notes:

- 1) Backup & Recovery (B&R) includes:
 - a. Asigra N+1 Cloud Storage platform in one (1) datacenter.
 - b. FIPS 140-2, 256-bit AES Certified data encryption
 - c. Replicated storage to a second Site2 datacenter facility is available for an additional fee.
 - d. Additional offsite storage is available 100GB for \$25.00 per month, or 1,000GB for \$220.00 per month.
 - e. Local-only storage is available at \$20.00 per 100 GBs per month.
 - f. Asigra windows license annual maintenance fee is \$60.00 a month.
 - g. Cold standby virtual machines (VM) reservations are available for \$25.00 per VM per month for a 1CPU/2GB RAM/50GB HDD base reservation fee.
 - h. Initial/seed backup performed online or via portable storage. Site2 can provide a suitable drive if the client does not have one available.
 - i. Data recoveries can be performed from local backups, online backups and archival backups using "single pane of glass" client user interface.
 - j. Optional Enterprise Backup & Recovery (EBR) appliance is available which includes pre-installed backup software and local backup storage. EBR-Flex, with 1 CPU, 4GB RAM and 2,800 GB storage, is available for \$185.00 per month. Additional horsepower and capacity is available. On board recovery option as available.
 - k. Additional business continuity tests are available for an additional fee.
- 2) Our Managed IT platforms are hosted in facilities with the following features:
 - a. 100% U.S. based data centers and operations support staff
 - b. Redundant fiber-optic data lines from multiple providers
 - c. Power from dual high voltage circuits
 - d. FM-200 fire suppression systems
 - e. Redundant air-conditioning (HVAC)
 - f. Uninterruptible Power Supply (UPS)
 - g. Backup power generators
 - h. 24/7/365 physical security monitoring
- 3) The client is responsible for and must provide all telephone, computer, hardware and software, and services necessary to access the service.
- 4) All server application software, except for those specifically listed, will be installed, configured and maintained by the client or an assigned proxy.
- 5) Support:
 - a. **Account Management support** for billing and account administration questions is included, Monday through Friday, 7 AM – 7 PM ET, except U.S. national holidays.
 - b. **Business Class Computing Support** for configuration questions, technical troubleshooting and inquiries is provided at a fee of \$150.00 per ticket, Mon-Fri 7AM – 7 PM ET. Alternatively, **Enterprise Class Computer Support** is available offering an unlimited number of tickets for a flat rate of \$250.00 per month, Mon-Fri 7 AM – 7 PM ET.
 - c. 24 hours, 7 days a week, 365 days a year system availability and disaster declaration support is included.
- 6) Pricing is based on a 1-year term agreement and the custom pricing notes defined above.
- 7) All prices are in U.S. Dollars.
- 8) Client agrees to abide by all third party software licensing terms & conditions.
- 9) Pricing is valid until **December 30, 2017**.

More about Site2:

Site2 is a "Cloud" computing services company specializing in Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Business Continuity as a Service (BCaaS). For over a decade, Site2 has provided managed computing services for organizations with information security, on-demand computing, and mobility & accessibility requirements. We are committed to being our clients' trusted IT partner.

For more information about Site2 and our service offerings, please visit us on the web at www.site2.com.

Pam Tripus

From: Municibid <support@municibid.com>
Sent: Friday, December 15, 2017 1:03 PM
To: Pam Tripus
Subject: Awesome! Your item sold - 2003 Peterbilt single axle dump truck Listing #14185919



Congratulations! Your item ended successfully!



2003 Peterbilt single axle dump truck listing # 14185919

Winning Bid Amount: \$15,100.00 USD

Municibid will take the buyers fee in a separate transaction from the bidders credit card.

Winning bidder: Christopher W. DiStefano (username: User123)

Email: [REDACTED]@yahoo.com

Phone: [REDACTED]

The auction report for this item will be arriving shortly in an another email

Your Next Steps

1. Contact the winning bidder

Please contact **Christopher W. DiStefano** ASAP to arrange payment and pickup. If the bid is waiting approval by your agency, please contact the bidder to let them know when they can expect a decision.

You can also use our Municibid message system to contact the bidder. [Use Municibid Messaging](#)

2. [Create an invoice for this item](#)

3. Mark the Item Paid

After the item has been paid for and picked up, don't forget to mark it paid. [How do I do this?](#)

FREQUENTLY ASKED QUESTIONS

What if we decline the bid?

Please contact the winning bidder and us. We will need to refund the bidder their buyers final sale fee.

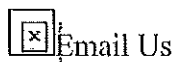
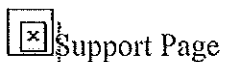
How long does the winning bidder have to pay for and pickup items?

The length of time for pickup and payment is up to you. We do not have a specific length in our terms.

We are having trouble contacting the winning bidder. What should we do?

Please let us know. We can attempt to contact the bidder.

We're here to help!



** Do not send payments to this address. Please go to www.municibid.com/pay for payment address**

© 2017 Municibid.com 1608 Walnut St 12th Floor Philadelphia, PA 19103 | 800-531-6074



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

2738 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408
www.bjengineers.com

December 13, 2017

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

**SUBJECT: CLASSIC QUALITY HOMES
FINAL LOT LINE ADJUSTMENT PLAN LOT 14 AND LOT 43
ACCEPTANCE REVIEW AND REVIEW NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1730062R**

Dear Commissioners:

Pursuant to the Township's request, we have completed a plan acceptance review and our first review of the Lot Line Adjustment Plan. The submitted information consists of the following items.

- Pocono Township Land Development Application.
- Property Deed – Deed Book 2494, Page 6829.
- Property Deed – Deed Book 2483, Page 1554.
- Final Lot Line Adjustment Plan for D, E & S Properties, Lot 14 and Lot 43, prepared by Jonathan Shupp, P.L.S., S.E.O., dated October 9, 2017.

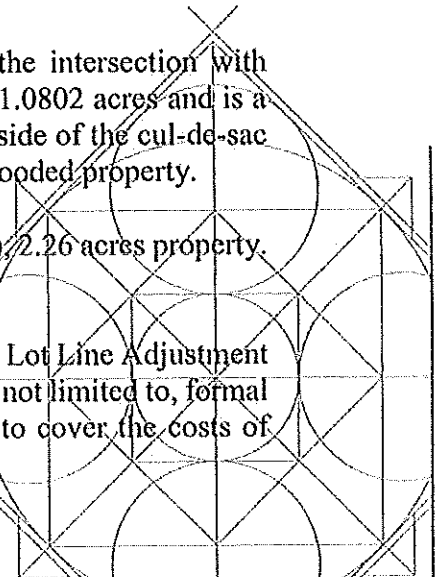
BACKGROUND INFORMATION

The Applicant, Classic Quality Homes, is proposing to consolidate Lot 14 and Lot 43. Lots 14 and 43 are located within the R-1, Residential Zoning District.

Lot 14 is located along Sunrise Drive approximately 0.4 miles west of the intersection with Sunlight Drive. Lot 14 (Parcel No. 12/5B/3/44) has an existing lot area of 1.0802 acres and is a wooded property. Lot 43 (Parcel No. 12/5B/3/15) is located on the eastern side of the cul-de-sac of Sunlight Court. Lot 43 has an existing lot area of 1.1810 acres and is a wooded property.

The proposed lot line adjustment will consolidate Lots 14 and 43 into one (1) 2.26 acres property. No development is proposed.

Based on our review, we recommend the Board of Commissioners accept the Lot Line Adjustment Plan for review provided all other requirements have been met including, but not limited to, formal written applications and application fees with establishment of an escrow to cover the costs of review.



Due to the nature of the submitted plan, we have also conducted our first review. Based upon our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 402.C.1, the minimum lot area is 2 acres. *Existing Lots 14 and 43 have lot areas of 1.0802 acres and 1.1810 acres, respectively, and are existing non-conformities. The proposed lot consolidation creates one (1) lot having an area of 2.26 acres eliminating the non-conformities.*
2. In accordance with Section 402.C.1, the minimum lot width is 200-feet. The lot width along a cul-de-sac may be reduced to 125-feet. *Existing Lot 14 has a lot width of approximately 144-feet and Existing Lot 43 has a lot width of approximately 118-feet, and are existing non-conformities. The proposed lot consolidation does not affect the existing non-conformities.*

SUBDIVISION AND LAND DEVELOPMENT COMMENTS

3. In accordance with Section 405.2.F, the plan must include a "graphic scale and written scale." *The written scale is incorrect and must be revised.*
4. In accordance with Section 405.2.K, "reference monuments and/or lot markers shall be shown on the plan and shall be placed as required by Section 608 of this Ordinance." *Monuments and/or markers must be placed along the boundary of Lot 43.*
5. In accordance with Section 405.2.R, the plan must include "a location map at a scale of 1"=800' for the purpose of locating the property being subdivided." *A minimum of two (2) street names must be provided on the Location Map to aide in identifying the project location. In addition, a north arrow must be provided for the Location Map.*
6. In accordance with Section 405.2.U, the plan must include "a signature block in the lower right hand eighth of the Plan immediately above the title block for the approval of the Board of Commissioners including a space for the date [of] approval." *The Board of Commissioners signature block must be revised to state the plan has been "Approved by the Pocono Township Board of Commissioners."*
7. In accordance with Section 405.2.X.4, this note must be placed on the plan. *Note 4 on the Lot Line Adjustment Plan must be revised to reflect the language in this Section.*
8. In accordance with Section 606.3.E, "double frontage lots shall not be platted except as reverse frontage lots where access to the lots is restricted to the interior development roads". *The proposed Lot Consolidation creates a lot with frontage on Sunrise Drive and Sunlight Court. A note must be placed on the plan restricting access to the property from Sunrise Drive.*

MISCELLANEOUS COMMENTS

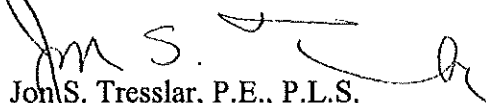
9. The Township Engineer signature block is not required and must be removed.

In order to facilitate an efficient re-review of revised plans, the Surveyor shall provide a letter, addressing item by item, their action in response to each of our comments.

We recommend the above comments be addressed to the satisfaction of Pocono Township prior to approval of the proposed lot line adjustment.

If you should have any questions regarding the above comments, please call me.

Sincerely,


Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/mep/cg

cc: Donna Asure – Township Manager
Pam Tripus
Michael Tripus – Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP
David S. Wengerd, Classic Quality Homes – Applicant/Property Owner
Jonathan Shupp, P.L.S., S.E.O. – Applicant's Surveyor
Melissa E. Prugar, P.E. – Boucher & James, Inc.



Boucher & James, Inc.
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Fax 570-629-0306

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610-419-9407
Fax 610-419-9408
www.bjengineers.com

December 7, 2017

RECEIVED
DEC 11 2017

POCONO TOWNSHIP

Ms. Donna Asure, Manager
Pocono Township
112 Township Drive
Tannersville, PA 18372

**SUBJECT: PAYMENT APPLICATION NO. 3
CONTROL VALVE REPLACEMENT PROJECT
POCONO TOWNSHIP
PROJECT NO. 1631006**

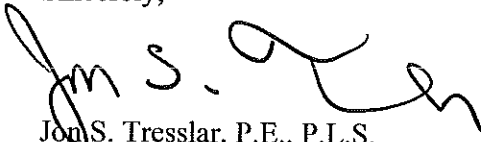
Dear Ms. Asure:

Enclosed is Payment Application No. 3, submitted by The Milnes Company for the pay period through November 30, 2017. The Application is for work performed in conjunction with the above referenced contract. Based on our review of this information, we offer the following comments.

The work performed during this period of 11/14/17 to 11/30/17 included dismantling of Valve Station 1 and electrical work.

Based on our review of this request, we find the Contractor has completed work having a value of Forty-nine Thousand Fifty-nine Dollars and Zero Cents (\$49,059.00). With the deduction of the ten percent (10%) retainage totaling \$4,905.90.00, we recommend the Contractor receive payment of **Forty-four Thousand One Hundred Fifty-three Dollars and Ten Cents (\$44,153.10)**. This brings the amount paid to date to \$70,889.40 and the amount retained to date to \$7,876.60.

Sincerely,

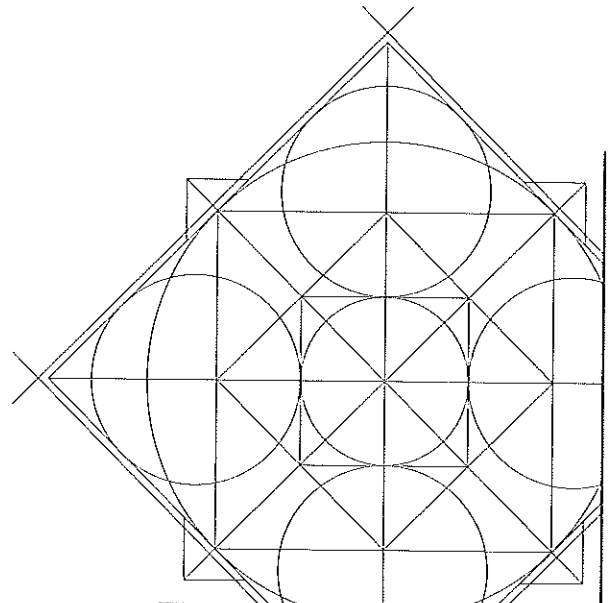

Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/cg

Enclosure: The Milnes Company Payment Application No. 3

cc: Pat Briegel, Pocono Township

S:\2016\1631006C\Documents\Control Valve Pay Apps\Milnes.PayAppNo. 3.docx



PAYMENT APPLICATION

TO: Pocono Township
112 Township Drive
Tannersville, PA 18372
Attn: Accounts Payable

FROM: The Milnes Co.
12 Frear Hill Road
Tunkhannock, PA 18657

FOR: Force Main Control Valve Replacement

PROJECT NAME AND LOCATION: Force Main Control Valve Replacement #1631006

ARCHITECT: Boucher & James, Inc.
2738 Rimrock Drive
Stroudsburg, PA 18360

APPLICATION # 3
PERIOD THRU: 11/30/2017
PROJECT #s: 11/30/2017
DATE OF CONTRACT: 10/19/2017
DISTRIBUTION TO: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	✓	\$281,865.00
2. SUM OF ALL CHANGE ORDERS	✓	\$34,503.83
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	✓	\$316,368.83
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	✓	\$78,766.00
5. RETAINAGE:		
a. 10.00% of Completed Work (Columns D, + E on Continuation Page)	✓	\$7,876.60
b. 10.00% of Material Stored (Column F on Continuation Page)		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$7,876.60
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		\$70,889.40
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$26,736.30
8. PAYMENT DUE		\$44,153.10
9. BALANCE TO COMPLETION (Line 3 minus Line 6) + Line 5	✓	\$245,479.43

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$34,503.83	\$0.00
TOTALS	\$34,503.83	\$0.00
NET CHANGES	\$34,503.83	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: The Milnes Co.

By: *Karen Milnes-Seibert* Date: 12/4/17

State of: Pennsylvania
County of: Wyoming
Subscribed and sworn to before me this 4th day of December 2017

Notary Public: *Karen Milnes-Seibert*
My Commission Expires: May 11, 2021

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$44,153.10

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

By: *Engineer* Date: 12/5/17

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: Force Main Control Valve Replacement #1631006
 APPLICATION #: 3
 DATE OF APPLICATION: 12/01/2017
 PERIOD THRU: 11/30/2017
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D		E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS							
1	Mobilization	\$10,000.00	\$10,000.00		\$0.00	\$0.00	~ \$10,000.00	100%	\$0.00	
2	Bond	\$5,637.00	\$5,637.00		\$0.00	\$0.00	~ \$5,637.00	100%	\$0.00	
3	Remove Existing Control Valves	\$17,242.00	\$0.00		~ \$1,724.00	\$0.00	~ \$1,724.00	10%	~ \$15,518.00	
4	Seal Leaks at Valve Pit 1	\$846.00	\$0.00		~ \$846.00	\$0.00	~ \$846.00	100%	\$0.00	
5	Install Power & Com Lines	\$10,030.00	\$0.00		~ \$3,009.00	\$0.00	~ \$3,009.00	30%	~ \$7,021.00	
6	Install New Control Valves	\$37,190.00	\$3,981.00		\$1,488.00	\$0.00	\$5,469.00	15%	~ \$31,721.00	
7	Install New Pressure Sensors	\$27,060.00	\$958.00		\$3,101.00	\$0.00	~ \$4,059.00	15%	~ \$23,001.00	
8	New 1" Conduits to Panel	\$34,026.00	\$0.00		\$30,624.00	\$0.00	\$30,624.00	90%	~ \$3,402.00	
9	Install New Vault Covers	\$28,082.00	\$4,131.00		\$0.00	\$0.00	\$4,131.00	15%	~ \$23,951.00	
10	New Hoist Systems	\$62,673.00	\$0.00		\$8,267.00	\$0.00	\$8,267.00	10%	~ \$74,406.00	
11	Valve Station 1 Electrical	\$26,419.00	\$5,000.00		\$0.00	\$0.00	\$5,000.00	19%	~ \$21,419.00	
12	Install 70 Ft HDPE Air Line	\$2,660.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$2,660.00	
13	CO #1-Crane System Changes	\$14,230.00	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$14,230.00	
14	CO #2-Dismantling Joints	\$20,273.83	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$20,273.83	
	TOTALS	~ \$315,368.83	~ \$29,707.00		~ \$49,059.00	\$0.00	~ \$78,766.00	25%	~ \$237,602.83	

CONTINUATION PAGE



Boucher & James, Inc.
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December 11, 2017

RECEIVED
DEC 15 2017
POCONO TOWNSHIP

Ms. Donna Asure, Manager
Pocono Township
112 Township Drive
Tannersville, PA 18372

**SUBJECT: KEYSTONE ENGINEERING GROUP RAIN GAUGE
POCONO TOWNSHIP, SEWER SYSTEM SCADA UPGRADE
PROJECT NO. 1631006C**

Dear Ms. Asure:

Inflow and Infiltration (I&I) of unwanted surface and groundwater into a sanitary sewer is a condition a sanitary sewer owner must contend with. As systems age, the likelihood of I&I increases. At the sewer treatment plant this unwanted stormwater is processed the same as raw sewage, and the Township is charged. Additionally, the plant's permitted and operating capacity is decreased directly proportionally to the increase in the I&I processed.

Brodhead Creek Regional Authority has requested Pocono Township track and trend flow data to be able to monitor I&I. The current repairs to the system will provide the Township with full capability to measure and record sewage flows and to compare changes in total flow volume. Currently, rainfall and snowmelt information must be obtained from the closest monitoring stations, which for Pocono Township is Camelback Mountain. It would be more accurate and efficient to install monitoring equipment (rain and temperature gauge) at Pump Station 5 and to integrate readings directly into the system.

We have requested Keystone Engineering Group provide the Township with a quote to provide, install and integrate monitoring equipment into the system. Their quote is attached along with information on the system.

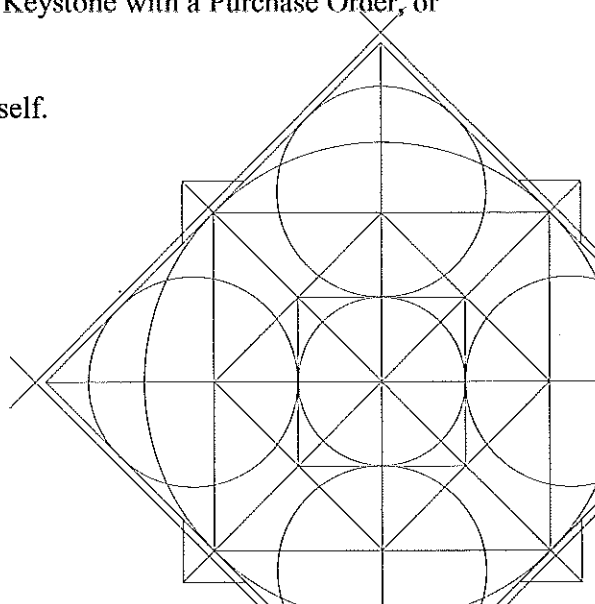
If you decide to move forward with this purchase, please provide Keystone with a Purchase Order, or request they provide you with a formal agreement for execution.

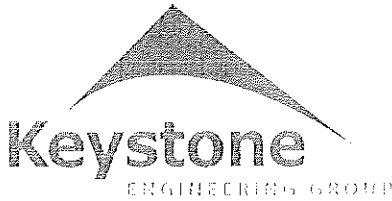
As always, if you have any questions, please contact Mike, or myself.

Sincerely

Jon S. Tresslar, P.E., P.L.S.
Township Engineer

cc: Pat Briegel, Pocono Township
S:\2016\1631006C\Documents\SCADA\Ltr.Rain Gauge.docx





November 30, 2017

To: Patrick Briegel, Pocono Township & Mike Gable, Boucher & James

**Subject: Pocono Township Forcemain Alignment
Tannersville, PA
Rain Gauge & Temperature Transmitter Installation & Integration
Keystone Proposal No. 2017-0459**

Keystone Engineering Group was asked by Mike Gable of Boucher and James to provide Pocono Township with a rain gauge and temperature transmitter. Pocono Township would like this data tracked and recorded in order to compare it to the system flow rates to determine if there is significant surface infiltration into their sewer lines. This proposal is for Keystone to supply, install, and integrate the following items. Please note the line items for contingency. This is the cost associated with providing an additional analog input card as well as labor for installation. At this moment Keystone cannot confirm there is a spare analog input at Pump Station #5 to allow for a temperature input.

EQUIPMENT

(1) Rain Gauge Tipping Bucket	\$735
(1) Rain Gauge Tipping Bucket Birdcage Assembly	\$50
(1) Outdoor Rated Temperature Transmitter with 4-20mA Analog Output	\$190
(LOT) Freight	\$100

LABOR & EXPENSES

(LOT) Installation of Equipment (8 Hours @ \$120/hr)	\$960
(LOT) PLC Programming (6 Hours @ \$120/hr)	\$720
(LOT) HMI Programming (6 Hours @ \$120/hr)	\$720
(LOT) Expenses	\$640
• 4 Hour Round Trip for Installation @ \$120/hr	
• Tolls	
• Mileage	

CONTINGENCY

(1) Micrologix 1400 Analog Input Card	\$405
(LOT) Installation (2 Hours @ \$120/hr)	\$240

Pricing:

Keystone's estimated price for the project is:	\$4,115
Keystone's contingency addition for this project is:	\$645

Schedule:

Keystone can order equipment immediately upon approval and coordinate with Boucher & James and the Township for installation and integration of the new equipment.

Keystone has made the following assumptions/exclusions:

- Keystone will not be subject to prevailing rates, as our professional services do not correspond with rates.
- Taxes are excluded
- Items not specifically mentioned in this proposal are excluded.

Thank you for considering Keystone for this project. Please feel free to contact me at 610-407-4100, extension 1244 if you have any questions regarding our scope or pricing.

Sincerely,
Dan J. Saulnier
Project Manager

KEYSTONE ENGINEERING GROUP, INC. GENERAL TERMS & CONDITIONS

1. Proposals are valid for a period of ninety (90) days from the date appearing thereon. After ninety (90) days, the proposal is void and Keystone Engineering Group, Inc. (hereinafter "KEYSTONE") reserves the right to submit a revised proposal.
2. Any and all information contained in the proposal is confidential and proprietary property of KEYSTONE and it may not be disclosed or made available to third parties without the written consent of KEYSTONE.
3. Invoices will be submitted on a monthly basis, unless stated otherwise in writing by KEYSTONE, and are due upon receipt. All balances past due will be charged an interest rate of 1.5% per month past due. KEYSTONE may, after mailing written notice of its intention to do so, suspend services and refuse to release any documents or other work-product until Client has paid in full all amounts due, including interest charges. Client will be responsible for all costs of KEYSTONE in collecting past due balances from Client, including but not limited to, reasonable attorney's fees.

Client must submit, in writing, to KEYSTONE within ten (10) days of the date of any invoice, any dispute on the invoice. Otherwise the invoice will be considered to be correct.
4. All documents and/or plans, whether physical or contained on magnetic disk or any other data storage media (hereinafter collectively referred to as "documents"), prepared by KEYSTONE shall be the sole property of KEYSTONE until payment is made in full. Client agrees that if payment is not made in full, Client shall have no proprietary interest in any documents prepared by KEYSTONE and KEYSTONE reserves the right to require the return of any document(s) submitted to the Client or others.
5. The proposed fee and schedule constitutes KEYSTONE's best estimate of the charges and time required to complete the project. Except as provided in Paragraph 6, the project scope will not be altered without written mutual agreement between KEYSTONE and Client.
6. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fire, floods, riots, strikes, unavailability of labor and materials, delays or default by suppliers of materials or services, process shutdown, act of God or of the public enemy, or acts or regulations of any governmental agency.
7. Where method of payment is based on time-and-material, the Client agrees that the following will apply:
 1. The minimum time segment for charging field work is one (1) hour. All field time is charged on a pro rata basis. The minimum time segment for charging office work is one-half (1/2) hour. Overtime is charged at one hundred fifty percent (150%) of regular rate unless otherwise specifically agreed upon in writing. Overtime is considered any time billed by KEYSTONE employees over 40 hours per week.
 2. Expenses which are reimbursable include travel and living expenses of personnel when away from the home office on business connected with the project, identifiable communication, reproduction and shipping costs, identifiable drafting and photographic supplies, expendable materials and supplies purchased specifically for the project. A ten (10) percent administrative charge will be added.
8. No cancellation of this contract by the Client will be effective unless seven (7) days prior notice thereof has been received by KEYSTONE, together with the reasons and details and an opportunity for consultation has been given. If canceled, a final invoice will be calculated on the first or fifteenth of the month, whichever comes first, following receipt of such cancellation notice and the lapse of the seven day cancellation period (the effective date of cancellation).

Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable adjustment to provide for costs KEYSTONE incurred for commitments made prior to cancellation.

Where the method of payment is time-and-materials, Client agrees that the final invoice will include all services and direct expenses incurred up to the effective date of cancellation plus an equitable adjustment to provide for costs KEYSTONE incurred for commitments made prior to cancellation.
9. KEYSTONE will maintain, at its own expense, Workman's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client with a certificate to verify the same.
10. If subsequent to the execution of an agreement to provide professional services, KEYSTONE finds that specialized equipment must be obtained to perform the services, the Client will be notified of the cost of such equipment and if agreed, the cost will be added to the project fee as a reimbursable expense or the equipment will be obtained by the Client.
11. Client and KEYSTONE have discussed the risks, rewards and benefits of the project and the total fee for services, and agree that to the fullest extent permitted by law, the total liability in the aggregate, of KEYSTONE and its officers, directors, employees, agents and independent professional advisors, and consultants to the Client and anyone claiming by, through or under the Client for any and all injuries, claims, losses, expenses or damages whatsoever related to KEYSTONE services, including but not limited to the negligence, errors, omissions, strict liability or breach of contract, shall not exceed the total compensation received by KEYSTONE, in data under this agreement.

A request by the Client to increase the limit of liability must be made to KEYSTONE in writing at the time of the client's acceptance of the proposal. KEYSTONE may agree to increase the limit of liability in consideration of additional payment by the client. The increased limit of liability will become effective upon agreement on the fee and execution of the contract.
12. KEYSTONE warrants that its work will be performed in accordance with generally accepted professional standards. Our services often require decisions which are not based upon exact science, but rather, skilled judgment. We will use that degree of care and skill normally extended under similar circumstances in the profession at the time the services are rendered. This standard of care shall not be judged according to later standards. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED.** This warranty is solely for the benefit of the Client and its successors. It gives no right to any other third-party beneficiary and KEYSTONE acknowledges that there will be no third-party beneficiary of any agreement between KEYSTONE and the Client unless specifically agreed to in writing, by KEYSTONE.

KEYSTONE does not represent or warrant that any permit or approval will be issued by any governmental body. Should the Client and KEYSTONE agree in this contract that KEYSTONE will be responsible for the preparation of any application for approval or permit, KEYSTONE will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, KEYSTONE cannot guarantee that such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their application for permits or approvals are advised to obtain legal or other appropriate counsel.
13. The Client agrees to indemnify, defend and hold harmless KEYSTONE and its subcontractors, consultants, agents, officers, directors and employees from and against all losses, claims, damages, expenses or liability whatsoever, whether direct, indirect, economic or consequential, including but not limited to, reasonable attorney's fees and other costs of defense, arising out of reliance by KEYSTONE on information provided orally by the Client.
14. KEYSTONE is not responsible for and the Client agrees to indemnify KEYSTONE from any loss, damage, or liability arising from the negligent acts, errors, or omissions of the Client, its staff, employees, agents, consultants, or contractors.
15. This agreement represents the entire agreement between the parties and can only be modified in writing by both parties.
16. This agreement is governed under the laws of the Commonwealth of Pennsylvania.
17. Any provision of this agreement found upon judicial interpretation or construction to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this agreement.
18. Neither Client nor KEYSTONE will assign, sublet, or transfer any right or interest in this agreement without the prior written consent of the other.
19. This agreement contains all of the understandings, promises and undertakings of the parties to it. All prior understandings and agreements, oral or written, previously entered into between the parties to this agreement are merged in this instrument.
20. The parties acknowledge that each has had the opportunity to receive independent legal advice from counsel of his or her own selection, that each is familiar with and fully understands this Agreement and that each has been fully informed as to, and understands, his or her legal rights. Each of the parties further acknowledges and agrees that, after having the opportunity to receive such advice and with such knowledge, and after having read this Agreement carefully and fully, this Agreement is fair, reasonable and equitable, that it is being entered into freely, voluntarily, and in good faith, and that its execution is not the result of any direct or indirect coercion, collusion and/or improper or illegal agreement.
21. For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

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Fax 215-345-9401

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Fax 570-629-0306

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Fax 610-419-9408
www.bjengineers.com

December 8, 2017

Ms. DonnaASURE, Manager
Pocono Township
112 Township Drive
Tannersville, PA 18372

**SUBJECT: KEYSTONE ENGINEERING GROUP ELECTRICAL PERMIT
POCONO TOWNSHIP, SEWER SYSTEM SCADA UPGRADE
PROJECT NO. 1631006C**

Dear Ms.ASURE:

Stroud Township has determined that electrical permitting is not required for Valve Station 1. However, the Stroudsburg Borough's Code Enforcement is requiring that the Township obtain an electrical permit for Valve Station 2, which will require the submission of electrical plans with the permit application.

Keystone Engineering Group has provided a proposal in the amount of \$5,000.00 for this electrical plan preparation. We recommend the proposal be approved to allow that scope of work to move forward as soon as possible. The agreement is attached for your approval.

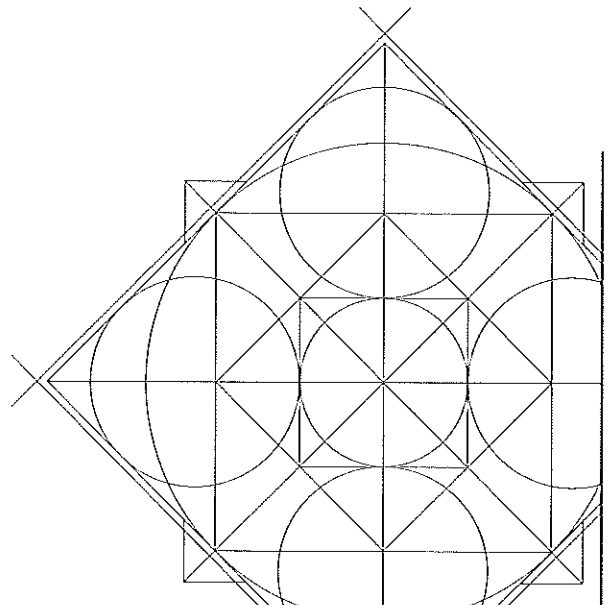
Sincerely,

Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/cg

cc: Pat Briegel, Pocono Township

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December 7, 2017

To: Patrick Briegel, Pocono Township & Mike Gable, Boucher & James

**Subject: Pocono Township Forcemain Alignment
Tannersville, PA
Electrical Permit Drawings
Keystone Proposal No. 2017-0456R1**

Dear Patrick & Mike:

Keystone Engineering Group, Inc. appreciates the opportunity to present this proposal to for the above referenced project.

1.0 BACKGROUND

Boucher & James has requested Keystone Engineering Group provide electrical design drawings sealed by a Professional Engineer, to be used to obtain electrical permits for the work at Valve Station #2 in Stroudsburg Township.

2.0 SCOPE OF WORK

This proposal is for Keystone to provide the following scope of work:

2.1 - PERMIT DRAWINGS DESIGN

Keystone will provide design services for the electrical portion of the project consisting of drawings to obtain electrical permits from Stroudsburg Township. All of our drawings will be prepared on AutoCAD.

We understand the scope of the project to be:

- New 3-Phase Power wiring to four (4) new actuated valves in an existing valve vault outside of the Brodhead Creek Regional Authority Wastewater Treatment Plant.
- New Control wiring from the existing Valve Vault Control Panel to the new valves in the valve vault
- New conduits to run the new wiring listed above between the Brodhead Creek Wastewater Treatment Plant Headworks Building to the existing Valve Vault.

The scope of our design services will include:

- Coordinating with Boucher & James
- Coordinating with Brennan Electric
- Preparation of electrical drawings.
- Signing and Sealing all Drawings.

We anticipate the following three (3) drawings for this work:

1. Electrical Site Plan
2. Existing and Proposed Single Line Diagrams
3. Electrical Schedules and Details

For pricing our design services, we have made the following assumptions:

- All background layout drawings will be provided on AutoCAD by Boucher & James and Brodhead Creek Regional Authority.

3.0 BUSINESS CONDITIONS

3.1 COMPENSATION

We propose to conduct the outlined project scope for the following Lump Sum amount:

Task 2.1 Permit Drawings Design	\$ 5,000
---------------------------------	----------

The fee is firm and will not be changed unless both parties agree to changes in the scope. Billing will be monthly on a percent complete basis.

3.2 WORK SCHEDULE

We are available to start this project immediately upon your authorization to proceed.

If you should have any questions regarding this proposal, please feel free to contact us. Thank you for your time in this matter.

Respectfully,

Dan J. Saulnier

Dan J. Saulnier
Project Manager

AUTHORIZATION TO PROCEED

(Please return by fax, email or mail)

Pocono Township Forcemain Alignment – OIT Addition

Electrical Permit Drawings

I have reviewed Keystone Engineering Group, Inc. Proposal No. 2017-0456R1 agree to the terms and conditions, and hereby authorize Keystone to proceed with the outlined services.

Date

Authorized Representative for
Pocono Township

Name (print or type)

Title (print or type)

KEYSTONE ENGINEERING GROUP, INC GENERAL TERMS & CONDITIONS

1. Proposals are valid for a period of ninety (90) days from the date appearing thereon. After ninety (90) days, the proposal is void and Keystone Engineering Group, Inc. (hereinafter "KEYSTONE") reserves the right to submit a revised proposal.
2. Any and all information contained in the proposal is confidential and proprietary property of KEYSTONE and is not to be disclosed or made available to third parties without the written consent of KEYSTONE.
3. Invoices will be submitted on a monthly basis, unless stated otherwise in writing by KEYSTONE, and are due upon receipt. All balances past due will be charged an interest rate of 1.5% per month past due. KEYSTONE may, after mailing written notice of its intention to do so, suspend services and refuse to release any documents or other work-product until Client has paid in full all amounts due, including interest charges. Client will be responsible for all costs of KEYSTONE in collecting past due balances from Client, including but not limited to, reasonable attorney's fees.

Client must submit, in writing, to KEYSTONE within ten (10) days of the date of any invoice, any dispute on this invoice, otherwise the invoice will be considered to be correct.
4. All documents and/or plans, whether physical or contained on magnetic disk or any other data storage media (hereinafter collectively referred to as "documents"), prepared by KEYSTONE shall be the sole property of KEYSTONE until payment is made in full. Client agrees that if payment is not made in full, Client shall have no proprietary interest in any document prepared by KEYSTONE and KEYSTONE reserves the right to require the return of any document(s) submitted to the Client or others.
5. The proposed fees and schedule constitute KEYSTONE's best estimate of the charges and time required to complete the project. Except as provided in Paragraph 6, the project scope will not be altered without written mutual agreement between KEYSTONE and Client.
6. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor and materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or of the public enemy, or acts or regulations of any governmental agency.
7. Where method of payment is based on time-and-material, the Client agrees that the following will apply:
 - a. The minimum time segment for charging field work is one (1) hour. All field time is charged on a pro rata basis. The minimum time segment for charging office work is one-half (1/2) hour. Overtime is charged at one hundred fifty percent (150%) of regular rate unless otherwise specifically agreed upon in writing. Overtime is considered any time billed by KEYSTONE employees over 40 hours per week.
 - b. Expenses which are reimbursable include travel and living expenses of personnel when away from the home office on business connected with the project; identifiable communication, reproduction and shipping costs; identifiable drafting and photographic supplies; expendable materials and supplies purchased specifically for the project. A ten (10) percent administrative charge will be added.
8. No cancellation of this contract by the Client will be effective unless seven (7) days prior notice thereof has been received by KEYSTONE, together with the reasons and details and an opportunity for consultation has been given. If canceled, a final invoice will be calculated on the first or fifteenth of the month, whichever comes first, following receipt of such cancellation notice and the lapse of the seven day cancellation period (the effective date of cancellation).

Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus an equitable adjustment to provide for costs KEYSTONE incurred for commitments made prior to cancellation.

Where the method of payment is time-and-materials, Client agrees that the final invoice will include all services and direct expenses incurred up to the effective date of cancellation plus an equitable adjustment to provide for costs KEYSTONE incurred for commitments made prior to cancellation.
9. KEYSTONE will maintain, at its own expense, Workers' Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client with a certificate to verify the same.
10. If, subsequent to the execution of an agreement to provide professional services, KEYSTONE finds that specialized equipment must be obtained to perform the services, the Client will be notified of the cost of such equipment and, if agreed, the cost will be added to the project fee as a reimbursable expense or the equipment will be obtained by the Client.
11. Client and KEYSTONE have discussed the risks, rewards and benefits of the project and the total fee for services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of KEYSTONE and its officers, directors, employees, agents and independent professional associates and consultants, to the Client and anyone claiming by, through or under the Client for any and all injuries, claims, losses, expenses or damages whatsoever related to KEYSTONE services, including but not limited to the negligence, errors, omissions, strict liability or breach of contract, shall not exceed the total compensation received by KEYSTONE, to date, under this agreement.

A request by the Client to increase the limit of liability must be made to KEYSTONE in writing at the time of the client's acceptance of the proposal. KEYSTONE may agree to increase the limit of liability in consideration of additional payment by the client. The increased limit of liability will become effective upon agreement on the fee and execution of the contract.
12. KEYSTONE warrants that its work will be performed in accordance with generally accepted professional standards. Our services often require decisions which are not based upon exact science, but rather, skilled judgment. We will use that degree of care and skill normally associated under similar circumstances in the profession at the time the services are rendered. This standard of care shall not be judged according to later standards. **THESE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED.** This warranty is solely for the benefit of the Client and its successors. It gives no rights to any other third-party beneficiary and KEYSTONE contemplates that there will be no third-party beneficiary of any agreement between KEYSTONE and the Client unless specifically agreed to, in writing, by KEYSTONE.

KEYSTONE does not represent or warrant that any permit or approval will be issued by any governmental body. Should the Client and KEYSTONE agree in this contract that KEYSTONE will be responsible for the preparation of any application for approval or permit, KEYSTONE will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, KEYSTONE cannot guarantee that such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.
13. The Client agrees to indemnify, defend and hold harmless KEYSTONE and its subcontractors, consultants, agents, officers, directors and employees from and against all losses, claims, damages, expenses or liability whatsoever, whether direct, indirect, economic or consequential, including, but not limited to, reasonable attorney's fees and other costs of defense, arising out of claims by KEYSTONE on information provided to it by the Client.

KEYSTONE is not responsible for and the Client agrees to indemnify KEYSTONE from any loss, damage, or liability arising from the negligent acts, omissions, or omissions of the Client, its staff, employees, agents, consultants, or contractors.
14. This agreement represents the entire agreement between the parties and can only be modified in writing by both parties.
15. This agreement is governed under the laws of the Commonwealth of Pennsylvania.
16. Any provisions of this agreement formed upon judicial interpretation or construction to be prohibited by law shall be ineffective to the extent of such prohibitions, without invalidating the remaining provisions of this agreement.
17. Neither Client nor KEYSTONE will assign, sublet, or transfer any rights or interest in this agreement without the prior written consent of the other.
18. This agreement contains all of the understandings, promises and undertakings of the parties to it. All prior understandings and agreements, oral or written, previously entered into between the parties to this agreement are merged in this instrument.
19. The parties acknowledge that each has had the opportunity to receive independent legal advice from counsel of his or her own selection, that each is familiar with and fully understands this Agreement and that each has been fully informed as to, and understands, his or her legal rights. Each of the parties further acknowledges and agrees that, after having the opportunity to receive such advice and with such knowledge, and after having read this Agreement carefully and fully, this Agreement is fair, reasonable and equitable, that it is being entered into freely, voluntarily, and in good faith, and that its execution is not the result of any duress, undue influence, coercion, collusion and/or improper or illegal agreement.
20. For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.



Federal Emergency Management Agency

U.S. Department of Homeland Security

FEMA Region III

615 Chestnut Street

One Independence Mall, Sixth Floor

Philadelphia, Pennsylvania 19106-4404

December 8, 2017

30 Day Engineering Models Notification

The Honorable Harold Werkheiser
President, Township Board of Commissioners - Township of Pocono
112 Township Drive
PO Box 197
Tannersville, PA 18372

Dear President Werkheiser:

The Federal Emergency Management Agency (FEMA) is initiating updates to the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for your community in the near future. We recently held Discovery meetings with your community to kick off the flood study update process. These Discovery meetings were intended as a collaborative way to gather as much information as possible regarding flood hazard risk in your community. FEMA's goal is to offer useful, credible data, and a fair process to help you make informed decisions to continue building a safer and stronger community.

This letter is to notify you of the engineering data models that will be used in FEMA's ongoing flood risk project in Monroe County, Pennsylvania. These engineering data models will form the basis for the proposed Special Flood Hazard Areas (SFHAs) that will be presented on the FIRM for your community. An SFHA is an area that is subject to inundation by the 1-percent-annual-chance flood (also called the base flood). Over time, water flow and drainage patterns in your area may have changed dramatically due to surface erosion, land use, and natural forces. Rainfall amounts may have also changed over time. Given these factors, the likelihood of flooding in certain areas may have increased or decreased over time, changing the SFHA designations.

Upon receipt of this notification, your community will have 30 days to consult with FEMA Regional Office staff (identified in the last paragraph of this letter) regarding the appropriateness of the models selected for the project. Your community will have additional opportunities to comment on and provide feedback about the models and other draft flood hazard information throughout the project. If there are uncertainties about the mapping data that have been collected and analyzed, a formal appeals process and period will be available to help resolve any remaining questions before the flood hazard information becomes effective.

Draft flood hazard information for Monroe County, Pennsylvania, will be developed by FEMA's mapping partner, STARR II, a joint venture of Stantec, Atkins, and Dewberry. STARR II, will use the engineering models shown on the attached Engineering Models Summary Table, which lists the flooding sources to be

studied, along with details regarding the selected models and the rationale for their use. The engineering models were selected based on a variety of factors including, but not limited to, the type of study performed (e.g., base or enhanced, shallow flooding, coastal, alluvial fan, etc.), the size of the drainage area affecting the flooding source, and the type of terrain present (e.g., flat, hilly, mountainous, etc.).

In support of this analysis Fisher Associates, part of the STARR II team, will be performing field surveys in and along each creek for this new study. While measuring, surveyors from the above firm will make every effort to stay on public land and right-of-ways; however, it may be necessary from time to time for them to enter upon privately owned property for short periods of time to gather survey information. Should this occur in your area, an employee on the project will make every attempt possible to contact the property owners and seek permission.

The survey crews will be in and around the area starting in December and continuing for approximately four months, depending on weather. The work may be performed Monday through Sunday during daylight hours. The surveyors will respect the homeowner's property and will not interfere with their use of it. Upon request, the surveyors will identify themselves by driver's license and this letter of introduction.

FEMA wants to ensure that the most up-to-date and accurate technical data are used to develop the flood risk products. FEMA relies on your feedback, partnership and knowledge during this important project to determine the extent of flood risk in your community, and in support of your efforts to reduce those risks. We look forward to working with community officials and other stakeholders in Monroe County, Pennsylvania to increase flood risk awareness and reduce the risk to life and property from flooding. Your initial feedback will not affect your community's ability to provide feedback later, or to formally appeal the flood hazard information during a future appeal period.

Please provide your comments related to the types of models selected for this project by January 8, 2018. You may contact the FEMA Project Officer, Nikki L. Roberts, P.E. at Nikki.Roberts@fema.dhs.gov or 215-931-5575.

Sincerely,



Kathryn Lipiecki, Chief
Risk Analysis Branch

Enclosures: Engineering Models Summary Table
Engineering Models Summary Map

cc: Michael Tripus, Floodplain Administrator
Nikki Roberts, Project Officer, FEMA Region III
Marita Kelley, State NFIP Coordinator
Matthew Breen, STARR II

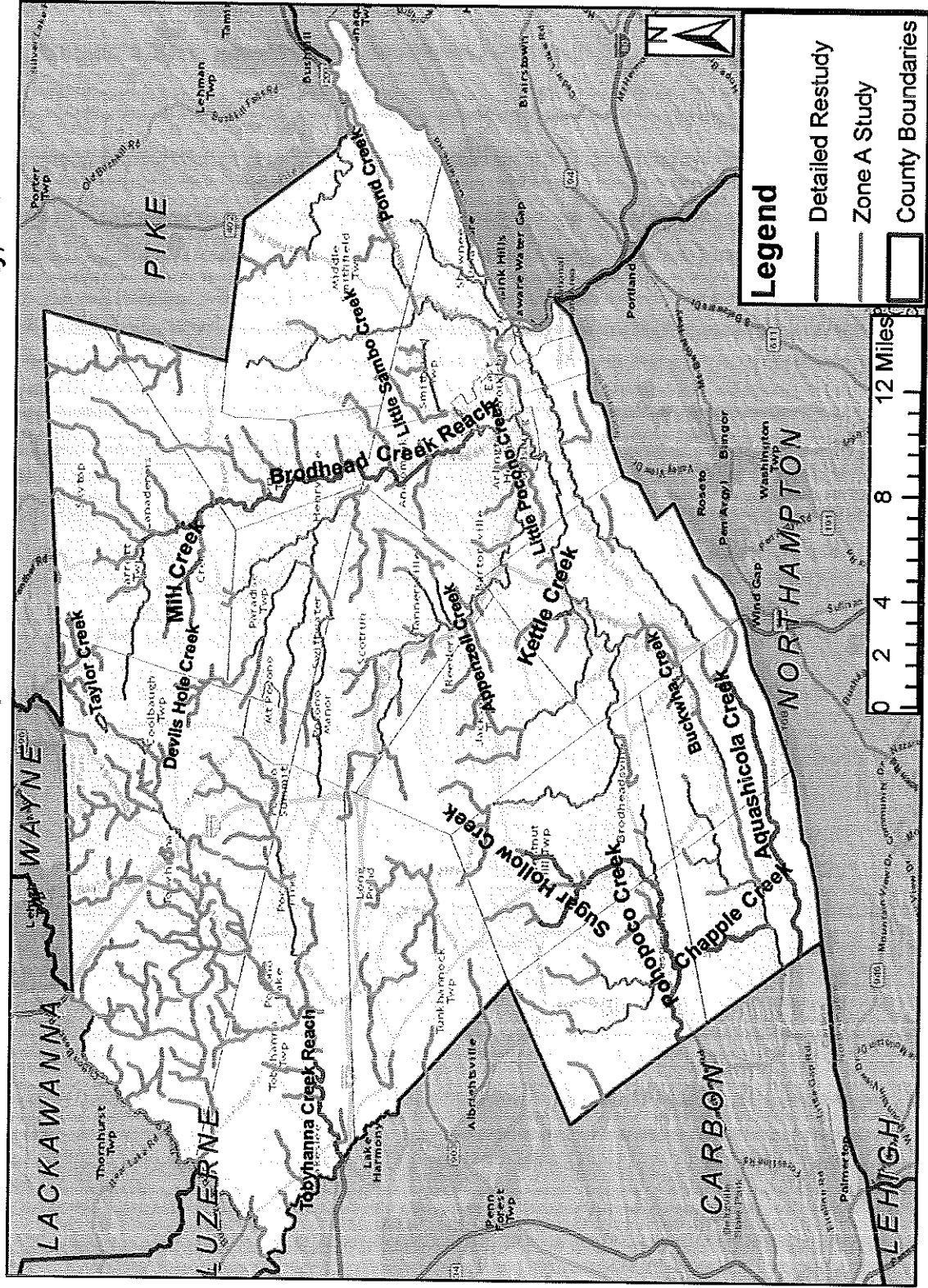
Enclosures

Proposed Engineering Model Summary Table – Monroe County, PA

Flooding Source	Downstream Reach	Upstream Reach	Hydrologic Model Proposed	Hydraulic Model Proposed	Rationale for Models Selected
All flooding sources shown as "Zone A," on the attached map	All		Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Aquashicola Creek	Carbon/Monroe County Boundary	Mount Eaton Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Broadhead Creek Reach	Approximately 2,400 feet downstream of Mill Creek Road	Approximately 1,300 feet upstream of Old Canadensis Hill Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Chapple Creek	Confluence with Buckwha Creek	Bollinger Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.

Flooding Source	Downstream Reach	Upstream Reach	Hydrologic Model Proposed	Hydraulic Model Proposed	Rationale for Models Selected
Kettle Creek	Confluence with Appenzell Creek	Approximately 2,200 feet upstream of Whitmore Lane	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Mill Creek	Spruce Cabin Road	Monomonock Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Pohopoco Creek	Carbon/Monroe County Boundary	Approximately 1,100 feet upstream of Jonas Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Sugar Hollow Creek	Confluence with Pohopoco Creek	Approximately 5,100 feet upstream of Warner Drive	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.
Tobyhanna Creek	PA 940	South Shore Road	Regression Equations	HEC-RAS, 1D Steady	Hydrologic Model: The regression equations are applicable to the streams being studied and peak discharges are sufficient for the hydraulic analysis. Hydraulic Model: Used where flow is steady in time, one-dimensional, generally gradually varied in space, and channel slope is generally less than 10%.

Flood Study Updates - Scoped Reaches for Monroe County, PA



TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2017-52

**A RESOLUTION GRANTING CONDITIONAL
APPROVAL OF THE DOUGLAS & COLETTE BELANGER
MINOR SUBDIVISION PLAN**

WHEREAS, the applicants, Douglas and Collette Belanger, submitted a plan application titled "Final Minor Subdivision Plan for Douglas & Colette Belanger" (the "Plan"). The applicants propose to subdivide their existing property located on the southern side of Cherry Lane Church Road into three (3) single family residential lots. The property is identified as Parcel No. 12/92605. The applicants are proposing three (3) lots. Proposed Lot 1 will have an area of 10.22 acres. Proposed Lot 2 will have an area of 11.34 acres. Proposed Lot 3 will have an area of 10.27 acres. The existing properties are all located in the R-1 Low Density Residential Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated June 23, 2017, September 8, 2017 and November 10, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on November 13, 2017; and

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

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

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

1. SALDO Section 406.2 and 406.4: A Site Context Map, Resource Impact and Conservation Analysis are required. *Since the applicants provided an aerial photograph, they shall not be required to provide the site context map, resource impact and conservation analysis.*
2. SALDO Section 601.1.F.5.b(1) and 601.1.F.5.b(5): No more than thirty-five (35%) percent of the original ground cover within any designated steep slope area on the property may be disturbed by grading, filling or other means. At least sixty-five (65%) of the original ground cover must remain undisturbed during the establishment, alteration or maintenance of the property. The Final Plan shall be recorded with a steep slope easement. The easement shall be comprised of at least sixty-five (65%) percent of the total existing area and located within the original boundaries of the steep slope area. Allocation of the easement should be made as evenly as possible throughout the lots to allow each lot adequate room for additional grading, accessory structures, etc. *The proposed steep slope easements are consistent with those shown on the previously*

approved plan for Tanalo Estates.

3. SALDO Section 606.3.A: Each lot or area plotted for residential use shall provide, inside of the required yards, an area containing not less than one thousand (1,000) square feet for each dwelling unit. Such area shall have an average slope not greater than fifteen (15) percent and shall be accessible from the existing or proposed road by means of a driveway or private access road having a maximum grade of twelve (12%) percent. In the case of lots using an on-site sewage disposal system, in addition to such area, there shall be sufficient area for the sewage disposal field in accord with Department of Environmental Protection regulations. *The applicants shall be permitted to install driveways with slopes up to 14% on Lots 1 and 2 which are consistent with those proposed on the previously approved plan for Tanalo Estates.*
4. SALDO Section 607.4.A: Wherever there exists a dedicated or platted portion of a road or alley along a boundary of the tract being subdivided or developed, the remainder of said road or alley shall be platted to the width required by this Ordinance based on the classification of the road within the proposed development. *The applicants shall not be required to make improvements along Cherry Lane Church Road since they were not required on the previously approved plan for Tanalo Estates. Only one (1) proposed dwelling will access Cherry Lane Church Road with the current plan.*
5. SALDO Section 607.16.L.3: The driveway within the legal right-of-way of the public road, or for a distance of at least twenty (20') feet from the edge of the cartway, whichever is greater, shall not have a grade in excess of four (4%) percent. At no point shall the maximum Grade of any driveway exceed twelve (12%) percent. *The applicants shall be permitted to install driveways with slopes up to 14% on Lots 1 and 2 which are consistent with those proposed on the previously approved plan for Tanalo Estates.*
6. SALDO Section 607.16.L.5: For driveways serving single residential units, the minimum width shall be twelve (12') feet. Width of shared driveways shall be a minimum of fifteen (15') feet. Pullover areas shall be required to provide safe passage of two (2) vehicles. *The applicants shall be permitted to install a driveway on Lot 2 with a width of only ten (10') feet.*

That the following request for modification from the Brodhead/McMichael Creek Stormwater Management Ordinance is hereby granted:

1. SMO Section 303.I.6.b: A fifty (50') foot buffer, measured perpendicular to and horizontally from the edge of the delineated wetland, shall be maintained for all wetlands, with the exception of the Cranberry Bog, where the buffer shall be seventy-five (75') feet measured perpendicular and horizontally from the edge of the Cranberry Bog. In addition, where the three hundred (300') feet of land adjacent to the edge of a delineated wetland has an average upland slope greater than five (5%) percent, the minimum buffer width shall be increased by four (4') feet for each percent of slope at or above five (5%) percent, subject to a maximum cumulative buffer of one hundred (100') feet. *The applicant shall be permitted to maintain the wetland buffer as shown on the approved*

plan for Tanalo Estates.

That the "Final Minor Subdivision Plan for Douglas & Colette Belanger" as shown on the plan prepared by Bue-Morris Associates, Inc., dated May 15, 2017, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicants shall comply with all of the conditions and requirements identified in the Township Engineer's letter dated November 10, 2017.
2. The applicants shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
3. The applicants shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
4. The applicants shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
5. The applicants shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
6. The applicants shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of December, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Asst. Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2017-53

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL
APPROVAL OF THE POCONOS HOSPITALITY LAND DEVELOPMENT PLAN**

WHEREAS, the applicant, Poconos Hospitality, LLC, submitted a preliminary/final land development plan application titled "Land Development Plan for Poconos Hospitality" (the "Plan"). The applicant proposes to construct a three (3) story, ninety-nine (99) bed hotel with associated parking, stormwater management facilities, and public water and sewer services. The property is located on the eastern side of Route 611, approximately 1,500 feet north of the intersection with Brookdale Road, on a 3.3 acre site located in the C Commercial Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated June 7, 2017, September 21, 2017 and November 21, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on November 28, 2017; and

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

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

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

1. SALDO Section 303: The initial plan submitted to the Commission for review shall be considered the Official Preliminary Plan. *The applicant shall be permitted to submit a preliminary/final land development plan.*
2. SALDO Section 606.1.1.F.5.a.1: Steep slope area is defined as those areas having an original unaltered slope of twenty (20%) percent or greater. The establishment of slopes shall be made by a topographic survey performed by a registered surveyor, or other means acceptable to the Township. *Since the existing slopes are man-made, the applicant shall not be required to establish said slopes on the plan.*
3. SALDO Section 609.4.K.5: The minimum capacity of all emergency spillways shall be the peak flow rate from the one-hundred-year design storm after development. *The applicant shall be permitted to utilize the existing spillway at the existing basin. Calculations have been provided demonstrating the existing spillway has capacity for the 100-year storm event with 0.52 feet of freeboard.*

4. SALDO Sections 615.3.C, 615.5.D, 615.6.C and Table 615-1: All parking lots and property lines shall be buffered in accordance with SALDO requirements. *In relation to the parking lot buffer along Route 611, the applicant shall be permitted to install six (6) evergreens and eight (8) canopy trees. In relation to the buffer along the 453-foot northern property line, the applicant shall be permitted to install ten (10) canopy trees. In relation to the buffer along the 138-foot northeastern property line, the applicant shall be permitted to install three (3) canopy trees. In relation to the buffer along the 212-foot and 406-foot southern property lines, the applicant shall be permitted to install eleven (11) evergreen trees and two (2) canopy trees.*
5. SALDO Section 620.B: A parking space shall be ten (10') feet wide by eighteen (18') feet long. *Due to site constraints, forty-five (45) of the one hundred five (105) proposed parking spaces may have a width of nine (9') feet.*

That the following request for modification from the Brodhead/McMichael Creek Stormwater Management Ordinance is hereby granted:

1. SMO Section 307.A: Any stormwater management facility (i.e. BMP, detention basin) designed to store runoff and requiring a berm or earthen embankment required or regulated by this Ordinance shall be designed to provide an emergency spillway to handle flow up to and including the 100-year proposed conditions. The height of the embankment must provide a minimum 1.0 foot of freeboard above the maximum pool elevation computed when the facility functions for the 100-year proposed conditions inflow. Should any stormwater management facility require a dam safety permit under PADEP Chapter 105, the facility shall be designed in accordance with Chapter 105 and meet the regulations of Chapter 105 concerning dam safety which may be required to pass storms larger than the 100-year event. *The applicant shall be permitted to utilize the existing spillway at the existing basin. Calculations have been provided demonstrating the existing spillway has capacity for the 100-year storm event with 0.52 feet of freeboard.*

That the "Land Development Plan for Poconos Hospitality" as shown on the preliminary/final land development plan prepared by R.J. Fisher & Associates, Inc., dated April 27, 2017, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer's letter dated November 21, 2017.
2. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
3. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
4. The applicant shall enter into a Stormwater Management and Maintenance Agreement with

the Township, if deemed necessary by the Township.

5. The applicant shall pay all necessary fees associated with the Plan, including, but not limited to, a \$5,110.00 fee-in-lieu of open space, any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
8. The applicant shall meet all conditions of the preliminary/final plan approval, and Plan shall be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and agrees that if such conditions are not met, the Conditional Preliminary/Final Plan approval will be considered void.
9. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of December, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Asst. Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

**TOWNSHIP OF POCONO, MONROE COUNTY
PENNSYLVANIA**

RESOLUTION 2017-54

**A RESOLUTION AMENDING RESOLUTION 2017-42
ESTABLISHING AND APPROVING AN EMPLOYMENT AGREEMENT
WITH KENT WERKHEISER, POCONO TOWNSHIP CHIEF OF POLICE**

WHEREAS, the Board of Commissioners and Kent Werkheiser, Pocono Township Chief of Police (hereinafter referred as "Chief") have agreed to the amended terms and conditions of his continued employment as Pocono Township Police Chief, and:

WHEREAS, the Board of Commissioners and the "Chief" have agreed to set forth in writing those amendments.

WHEREAS, in consideration of the employment of Kent Werkheiser by the Township, his appointment by the Board of Commissioners as Pocono Township Police Chief, the services to be rendered by Chief to the Township pursuant to the duties as set forth in the amended agreement and for good and valuable consideration, and intending to be legally bound hereby, the Chief and the Township have agreed to the attached amended Employment Agreement.

THEREFORE, this Resolution rescinds Resolution 2017-42.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th, day of August, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By _____
Donna M. Asure
Township Manager/Secretary

By: _____
Robert M. DeYoung
Vice - President

**TOWNSHIP OF POCONO, MONROE COUNTY
PENNSYLVANIA**

RESOLUTION 2017-55

**A RESOLUTION AUTHORIZING THE ADVERTISING OF AN ORDINANCE
AUTHORIZING PARTICIPATION IN THE MUNICIPAL RISK MANAGEMENT
WORKERS' COMPENSATION POOLED TRUST**

WHEREAS, the Board of Commissioners desire to enter into an agreement with Municipal Risk Management Workers' Compensation Pooled Trust Agreement and;

WHEREAS, the agreement is required to be adopted by Ordinance by the Board of Commissioners of the Township of Pocono, Monroe County, PA.

THEREFORE, the Board of Commissioners authorizes the Township Solicitor to advertise the said Ordinance as per 1st Class Township code for advertising, for the attached draft of the Municipal Risk Management Workers' Compensation Pooled Trust Agreement ordinance.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of August, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By _____
Donna M. Asure
Township Manager/Secretary

By _____
Harold Werkheiser
President

Draft

ORDINANCE NO. _____

An Ordinance Authorizing Participation in the Municipal Risk Management
Workers' Compensation Pooled Trust

The Pocono Township Board of Commisioners ordains as follows:
(name of political subdivision)

SECTION 1. The proper municipal officers are hereby authorized to execute and deliver the following documents:

- A). The Municipal Risk Management Workers' Compensation Pooled Trust Agreement
(hereafter the Agreement)
- B). The Participant's Application - which documents are attached hereto and made part
hereof and which may be inspected by any interested citizen at the office
of the municipal secretary.

SECTION 2. The duration of the term of the Agreement is four years from the date of admission to the Trust as a Participant.

SECTION 3. The purpose and objectives of the Agreement are set forth in Article V of the Agreement.

SECTION 4. The powers and scope of authority delegated are set forth in Article II, Article V, Article VI, Article VIII and Article IX of the Agreement.

SECTION 5. The funds for meeting the obligations of the Political Subdivision under the Agreement shall be appropriated from the general funds of the Political Subdivision.

SECTION 6. The organizational structure necessary to implement the Agreement consists of the Trust, Trustees, Service Agents and Fiscal Agents created by the Agreement.

SECTION 7. Property acquired for purposes of the Trust shall be acquired, managed and disposed of under the terms of the attached Trust Agreement.

SECTION 8. The Trust shall be empowered to enter into contracts for policies of group insurance and employee benefits, including social security for its employees.

Resolved and Adopted at a duly Assembled Public Meeting of the _____ of

(Political Subdivision)

held this _____ day of _____,

I certify that this is a True and Correct Copy of the MRM Trust's Participation Resolution as duly adopted on the date above stated.

/s/ Secretary