

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SEWER MEETING AGENDA
December 19, 2016
7:00 P.M.

- 1) Pledge of Allegiance
 - 2) Roll Call
 - 3) Announcements

 - 4) Approval of Minutes
 - a. Regular Meeting of December 5, 2016
 - b. Worksession Meeting of December 15, 2016

 - 5) Current Business
 - a. Chopper Pump for PS #2 Purchase.

 - 6) Unfinished Business
 - a. Boucher & James Professional Services Agreement and Redesign Proposal.

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

 - 9) Adjournment

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SEWER MEETING MINUTES
DECEMBER 5th, 2016 6:00 P.M.

DRAFT

The Sewer meeting of the Pocono Township Commissioners was held on 12/05/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Vice President Bob DeYoung at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Ellen Gndt, present; Bob DeYoung, present; Harold Werkheiser, present; Jerry Lastowski, present; and Judi Coover, present.

Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer; Charles Vogt, Twp. Manager; and Pamela Finkbeiner, Township Secretary, were present.

ANNOUNCEMENTS: None

MINUTES:

J. Lastowski made a motion, seconded by J. Coover, to approve the Sewer Meeting Minutes of 11/21/2016. Roll call vote: E. Gndt, yes; R. DeYoung, yes; H. Werkheiser, abstained; J. Lastowski, yes; and J. Coover, yes; Motion carried

E. Gndt made a motion, seconded by J. Coover, to approve the work session minutes of 12/01/2016. Roll call vote: E. Gndt, yes; R. DeYoung, yes; H. Werkheiser, abstained; J. Lastowski, yes; and J. Coover, yes; Motion carried

CURRENT BUSINESS:

UNFINISHED BUSINESS:

a) Tobyhanna Township/Kalahari EDU calculations - No action taken.

b) Boucher and James Redesign proposal - J. Coover made a motion, seconded by E. Gndt, to approve the revised Boucher & James, Inc. Proposal dated 12/05/2016, pending the Township conditions and requirements are met. Discussion followed. Roll call vote: E. Gndt, yes; R. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

J. Coover made a motion, seconded by E. Gndt, to terminate the T&M Contract concerning the Valve Station replacement project dated 05/09/2016 in the amount of \$96,200. Discussion followed. Roll call vote: E. Gndt, yes; R. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

H. Werkheiser made a motion, seconded by B. DeYoung, to terminate the change order with PACT Two dated 05/27/2016 in the amount of \$1,590,437.00 approved on 05/02/2016, and reject the PACT Two, 11-B revised change order. Roll call vote: E. Gndt, yes; R. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

PACT Two revised change order - J. Lastowski made a motion, seconded by H. Werkheiser, to approve the PACT Two revised change order 11-A in the amount of \$139,920.50. Roll call vote: E. Gndt, no; R. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

COMMENTS:

PUBLIC COMMENT: None

ADJOURNMENT:

B. DeYoung made a motion, seconded by E. Gndt, to adjourn the meeting at 6:30 p.m., until 12/19/2016. Roll call vote: E. Gndt, no; R. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes; Motion carried

*A recording of the entire meeting will be kept on file at the Township for perpetuity and will be made available to anyone who may wish to obtain the verbatim meeting.

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
WORK SESSION MINUTES**

DATE: December 15, 2016

TIME: 8:00am

PLACE: Township Building

PRESIDING COMMISSIONER: Bob DeYoung, Vice President

ROLL CALL: Ellen Gndt, Present
Bob DeYoung, Present
Harold Werkheiser, Absent
Jerry Lastowski, Present
Judi Coover, Present
Charlie Vogt, Manager, Present

NO CITIZENS APPEARED OFFICIALLY AND TESTIFIED.

Members of the Recreation Board appeared to discuss 2017 needs and plans with the Commissioners.

Executive Session to discuss personnel matters was held.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN.

THE WORK SESSION WAS ADJOURNED AT: 2:30pm

MID ATLANTIC PUMP & EQUIPMENT COMPANY

NJ Office

228 No. Route 73
Berlin, NJ 08009
Phone: (856) 768-3880
Fax: (856) 768-0925 or (856) 768-3310
E-Mail: dzepp@mapeco.com

Central PA Office

PO Box 4130
Reading, PA 19606
Phone: (610) 621-5743
Fax: (610) 621-2240
E-Mail: matt@mapeco.com

Eastern PA Office

207 South Pine Street
Elverson, PA 19520
Phone: (267) 772-9550
Fax: (610) 901-3377
E-Mail: garyc@mapeco.com

Toll Free: 1-877-MID-PUMP (1-877-643-7867)
Web Site: <http://www.mapeco.com>

QUOTATION

To: Patrick Briegel @ Pocono Township
Re: PS #2 (Tannersville) Pump Replacement

Quote #: MD-061915-01P R2
Date: December 8, 2016
Sales Contact: Matt Dobroskey

Mr. Briegel,

Following is a price for the Tsurumi pump as a replacement for the existing pumps at PS #2:

Qty (1) Tsurumi Model 100C45.5 Submersible Chopper Pump to Include
7.5 HP, 1750 RPM, 460/3/60 Electric Motor
4" Discharge
50' Cable
Seal Leak Detector with Relay Module
Base Elbow Adapter
Freight to Pocono Township, PA FOB Factory

Total Cost for Above:	\$7,885.00
Deduct for Seal Leak Relay Module:	\$ 120.00
Deduct for 32' Cable	\$ 345.00

NOTES:

- 1) Lead time is approx 3-4 weeks
- 2) We recommend programming the VFD's to start the pumps at full speed to clear/chop any solids that have accumulated at the pump suction. Further, it is best to run the pumps as fast as possible to maximize the cutting effect.
- 3) An electrician should be used for installing the seal leak module and to ensure proper programming of the VFD's.
- 4) Please confirm electric service at station is 460/3. We have seen conflicting information between 460v and 230v.

Terms & Conditions

1. Payment Terms: Net 30 Days or one (1) day before start-up, whichever occurs first. Terms subject to credit approval at time of shipment. Payment terms are not contingent upon the time purchaser may or may not receive payment from other parties.
2. A service charge of 1-1/2% per month will be accessed on all unpaid balances over 30 days.
3. No start-up, supervision, training, etc. will be provided until payment is made in full.
4. All warranties will be voided if payment is not received in full.
5. Price does not include any applicable sales or use taxes. If customer is tax exempt, tax exemption certificate must be provided with purchase order.
6. All titles to any equipment, accessories, etc. will remain in seller's name until all equipment is paid for in full.
7. All shipment dates are proposed estimates from the manufacturer and/or seller and are made in seller's best judgment, but shipment dates are not guaranteed.
8. Mid Atlantic Pump will not be liable for any consequential damages that relate to installation, operation, or repair of any equipment sold by Mid Atlantic Pump & Equipment Company.
9. Liquidated damages based on guaranteed delivery times will not be accepted.
10. All claims for items damaged or lost must be made in writing within ten days of delivery to the job site.
11. Purchaser shall pay all expenses and costs relating to collection, including attorney fees, as a result of seller placing indebtedness into the hands of attorney for the purpose of collection.
12. Price is firm for 30 days from date of quotation.
13. Price includes 0 day(s) supervision and/or start-up services. If additional time is required, please add \$900 per day to the above price.
14. Video training is not available.
15. No O&M manuals, warranties, etc. will be supplied until equipment is paid in full.
16. Pumping units, control panel, and inlet hub are shipped loose and must be mounted and/or set in field by contractor.

Exhibit "A" Standard Terms of The Sale of Equipment

1. **Applicable Terms:** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgement, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment:** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after date of invoice. Buyer shall be charged the lower of 1-1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery:** Unless Seller's Documentation provides otherwise, Delivery terms are FOB, Seller's facility. The risk of loss shall pass to the Buyer upon delivery of the equipment to the carrier.
4. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Title of all items forwarded to Buyer shall remain in Seller's name until all equipment is paid in full.
5. **Changes:** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty:** Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from purchase price, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claim breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyers (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions (b) not making any unauthorized repairs, alterations or additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. BUYER UNDERSTANDS THAT ALL WARRANTIES ARE VOID UNLESS EQUIPMENT IS PAID FOR IN FULL.
7. **Indemnity:** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Cancellation:** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
9. **Force Majeure:** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
10. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Accepted by: _____

Date: _____

PO#: _____

Christine Brodsky

From: Matt Dobroskey <mattd@ptd.net>
Sent: Thursday, December 8, 2016 2:16 PM
To: Patrick Briegel
Cc: Christine Brodsky
Subject: RE: Christine's Email Address
Attachments: Quote# MD-061915-01P R2.docx; Costars Certificate (Exp 6-17-17).jpg

Hi Patrick,

Pursuant to our earlier discussion and your request below, please find attached an updated quote for the Tsurumi pump for Pump Station #2. Please note the following:

- The quote reflects deducts for the seal leak relay module and 32' cord as it was questionable if these items are needed
- Please review the Notes as stated on the quote
- Please verify the correct electric service, as noted on the quote, when placing your order
- Costars information is stated below, and our certificate is attached

Contract Number: 016-071

Vendor Number: 325530

Costars Contact: Kathy Lewis (PH#: 717-346-4056)

Mid Atlantic Pump Contact: Dianne Mercer (PH#: 856-768-3880 x17)

When placing an order, you can sign and return the quote or issue a formal PO. Please note on your response that you are placing the order using Costars for record keeping purposes.

I hope this covers all the information and documentation needed. We appreciate your business! As always, feel free to contact me with any questions.

Best Regards,
Matt

From: Patrick Briegel [mailto:pbriegel@poconopa.gov]
Sent: Thursday, December 08, 2016 11:23 AM
To: Matt Dobroskey
Cc: Christine Brodsky
Subject: FW: Christine's Email Address

Matt,

Pursuant to our telephone conversation, please forward the Tsurumi chopper pump quotation along with Costars information to both my email and Christine Brodsky, who has been copied with this email.

Thanks.

Patrick A. Briegel
Pocono Township
Public Works Consultant

570-629-1922 x 217 office

From: Christine Brodsky
Sent: Thursday, December 8, 2016 11:20 AM
To: Patrick Briegel <pbriegel@poconopa.gov>
Subject: Christine's Email Address

cbrodsky@poconopa.gov

Christine Brodsky
Administrative Assistant
Pocono Township
PO Box 197
112 Township Drive
Tannersville, PA 18372
(570) 629-1922 ext. 220
(570) 629-7325 fax



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 05/10/2016

Mid Atlantic Pump & Equipment Company
Attn: Matt Dobroskey
228 North Route 73
Berlin, NJ 08009

MAY 16 2016

Subject: COSTARS Participation – Renewal Confirmation
Contract Number: ~~016-071 - Water & Wastewater Treatment Plants - Components/Equipment~~

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$500.00 administrative fee required to renew your COSTARS participation for contract number 016-071. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 06/17/2014 through 06/17/2017 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to GS-PACostars@pa.gov or toll-free telephone at 1.866.768.7827.

Regards,

Kathy Lewis
(P): 717-346-4056
(F) :717-783-6241
E-Mail: kalewis@pa.gov

COSTARS (Cooperative Purchasing Program)

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COSTARS CONTRACT SEARCH

Contract

Category

Vendor

Manufacturer

Dealer

Service Area County Location County

Vendor Contract # Vendor #

Keyword

Number of records per page Search

Search Results

16 Records Found.

Vendor Contract #	Contract Description	Vendor Name	Business Category	Web URL	Contract Overview	Vendor Contract	Contract Terms	Change Notice	Contract Renewal	COSTARS Point of Contact
016-072	Water & Wastewater Treatment Plants - Components/Equipment	Mid Atlantic Pump & Equipment Company	Small Business	www.mapenco.com						Kathy Lewis Ph:717-346-4056
016-052	Water & Wastewater Treatment Plants - Components/Equipment	Penn Valley Pump Co., Inc.	Small Business	www.pennvalleypump.com						Kathy Lewis Ph:717-346-4056
016-076	Water & Wastewater Treatment Plants - Components/Equipment	Process Wastewater Technologies, LLC	Small Business	http://pwtech.us/						Kathy Lewis Ph:717-346-4056
016-053	Water & Wastewater Treatment Plants - Components/Equipment	W.C. Well Company	Small Business	sales@wvwell.com						Kathy Lewis Ph:717-346-4056
016-008	Water & Wastewater Treatment Plants - Components/Equipment	Xylem Dewatering Solutions, Inc. dba: Godwin	Small Business	www.godwinpumps.com						Kathy Lewis Ph:717-346-4056

016-081	Water & Wastewater Treatment Plants - Components/Equipment	Pumps of America, Inc.	Xylem Water Solutions USA, Inc.	www.xyleminc.com					Kathy Lewis Ph: 717-346-4056
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