



POCONO TOWNSHIP COMMISSIONERS
SEWER COMMITTEE AGENDA
April 1, 2019 6:00 p.m.

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

Comments are for any issue. Please limit individual comments to 5 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

Announcements

Hearings

Presentations

OLD BUSINESS

1. Motion to approve the minutes of the March 4, 2019 sewer committee meeting (action item*)
2. Vasilios Kotretsos - 312 Learn Road - request for reduction in EDU's
3. Jimmy Schlier EDU purchase answer
4. Resolution update committee report – workshop date to discuss

NEW BUSINESS

1. Financial Transactions

- a. Motion to amend motion from March 4, 2019 meeting transferring \$190,000 instead of \$200,000 from sewer operating to sewer capital as approved in the 2019 budget (action item*)
- b. Motion to approve Invoice No. 4, No. 1900334, from Keystone Engineering Group for the Control and Float system improvement project (Project No. 1831019) in the amount of \$7,560.87 as recommended by Boucher & James and Patrick Briegel (action item*)

(Action Item*)

*A matter listed as an "Action Item" on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an "Action Item" does not require the Board of Commissioners to deliberate or take official action on that matter.

** Change to agenda versus draft posted on website

2. Appeals

- a. Gateway equities – 2185 Route 611 – denial of reduction in EDU's

REPORTS**1. Commissioners****2. Sewer Consultant**

- a. Update – BCRA committee to develop Valve Station #2 action plan – on hold pending BCRA decision to continue (per mtg of 3-4-19 was to be revisited before April 1st sewer meeting)
- b. Update on Verizon hook up
- c. Update on Fencing at Valve Station #1
- d. Update – expanding service area
- e. Update - Deferred property list review report
- f. Motion to purchase spare sewer parts from DEPG at a cost of \$14,737.57 as the lowest of three quotes. (action item*)
- g. Motion to approve a preventative maintenance contract for effluent sampling and testing at Pump station 5. (action item*)
- h. Motion to approve quote from Evoqua for work at PS 5 including inspection for leaking tank containment/suction line enhanced bellows assembly, replacement of back pressure valve, pressure relief valve, pulsation dampener for a cost of approximately \$3,343.88 plus site time and material at a cost of \$193.50 per hour as recommended by Patrick Briegel (action item*)
- i. Manhole Repair – Discussion on manhole located in parking area of Kramer's Sheds with a lid with no ring. Does this require engineering, RFP or quotes from vendors. (possible action item*)

3. Administration**4. Sewer Engineer**

- a. Update on Sanofi Sanitary Sewer Easement
- b. Update - Act 537

5. Solicitor

- a. Baymont Hotel and Suites hook up to sewer system (action item*)
- b. PA One Call Standard Service Agreement (action item*)

Public Comment

Please limit individual comments to 5 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

Executive Session – if necessary

Adjournment

(Action Item*)

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** Change to agenda versus draft posted on website

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SEWER MEETING MINUTES
MARCH 4th, 2019 6:00 P.M.

DRAFT

The Sewer meeting of the Pocono Township Commissioners was held on Monday, 03/04/2019 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Gerald J. Lastowski, present; Richard Wielebinski, present; Jerrod Belvin, present; Chad Kilby, present; and Harold Werkheiser, absent.

IN ATTENDANCE:

Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar and Mike Gable, Twp. Engineers, Boucher & James, Inc.; Donna Asure, Township Manager; and Pamela Tripus, Township Secretary, and Patrick Briegel, Sewer Consultant, were present.

PUBLIC COMMENT:

Marc Wolf, solicitor for owner of Shoppes at Turtle Walk L.P., requested to speak during the discussion of Baymont Hotel.
Ellen Gndt, Twp. resident, questioned the sewer transfer, lack of Kalahari letter in agenda package, and a possible violation of the sunshine act. D. Asure, Twp. Manager, explained the sewer transfer amount was an error in the draft agenda, and will be corrected.

ANNOUNCEMENTS:

MINUTES:

G. Lastowski made a motion, seconded by R. Wielebinski, to approve the minutes of 02/04/2019 sewer committee meeting. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

OLD BUSINESS:

Vasilios Kotretsos - 312 Learn Road - request for reduction in EDUs. No action taken.

Jimmy Schlier EDU Purchase answer. No action taken.

Resolution update committee report - workshop date to discuss. No action taken.

FINANCIAL TRANSACTIONS

Milnes Company Change Order #4 - J. Tresslar, Twp. Engineer, explained since the original change order was approved the designed was modified which increased the cost. C. Kilby made a motion, seconded by J. Belvin, to approve change order No. 4 from the Milnes Company in the amount of \$3,426.00 for installation of fencing at Valve Station #1 for a total cost of installation to be \$11,825.25 as recommended by Patrick Briegel and Boucher & James, Inc. as the lowest quote received for this project including the new change order. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

FINANCIAL TRANSACTIONS CONT:

Transfer from Sewer Operating to Sewer Capital - G. Lastowski made a motion, seconded by R. Wielebinski, to authorize the transfer of \$200,000.00 from sewer operating to sewer construction fund as approved in the 2019 budget. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Milnes Company payment applications No. 2 & 3 - G. Lastowski made a motion, seconded by R. Wielebinski, to approve the payment applications No. 2 & 3 from the Milnes Company in the amount of \$12,720.00 as final payment for bypass pumping system improvement project No.1721013A as recommended by Patrick Briegel and Boucher & James, Inc. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Keystone Engineering Invoice No 3. -

R. Wielebinski made a motion, seconded by G. Lastowski, to approve invoice No. 3 from Keystone Engineering in the amount of \$12,424.20 (balance remaining \$56,386.67) for control and float system improvements, project No. 1831019, as recommended by Patrick Briegel and Boucher & James, Inc. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Emergency Systems Service Company -2019 maintenance-

J. Belvin made a motion, seconded by C. Kilby, to approve the proposal from Emergency Systems Service Company for the 2019 planned maintenance on sewer system in the amount of \$4,402.01 plus additional costs for services not defined in the scope of planned work as recommended by Patrick Briegel, sewer consultant. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

APPEALS:

Gateway equities - 2185 Route 611 - denial of reduction in EDU - No action taken

REPORTS:

COMMISSIONERS:

Commissioner Jerrod Belvin - J. Belvin noted at the last meeting the Board had received the list of properties which have been deferred.

J. Belvin made a motion, seconded by R. Wielebinski, to direct Patrick Briegel, sewer consultant, to do a study on all deferred sewer properties and report to the Board at the 04/01/2019 sewer meeting. G. Lastowski questioned if the additional work was budgeted for Patrick Briegel, sewer consultant. R. Wielebinski questioned how the Township can determine if lateral was not installed. P. Briegel explained in some cases a lateral may not extend to the property line and would require additional investigation. Discussion followed on the cost to install missing laterals. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

SEWER CONSULTANT REPORT:

BCRA Committee to Develop Valve Station #2 Action Plan - P. Briegel, Sewer Consultant, reported he is working with Dave Horton, BCRA, to develop the step by step operation plan to allow BCRA to take action in case of an emergency.

PA One Call - P. Briegel, Sewer Consultant, explained he recommended Utility Locators since their costs were comparable. Discussion followed. R. Wielebinski noted the importance to correctly locate the lines.

G. Lastowski made a motion, seconded by C. Kilby, to enter into a contract with Utility Locators, for locating and marking services for the Township sewer lines, beginning 03/08/2019 with varying costs per the quote, as recommended by Patrick Briegel, Sewer Consultant, contingent upon a review and approval by the Township Solicitor. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Verizon Hookup - L. DeVito, Twp. Solicitor, explained he has been in contact with Verizon's legal department and they will be applying for the sewer connection. He noted the Township's easement abuts their property. Discussion followed.

Robert Fisk and surrounding properties recommendation - P. Briegel, Sewer Consultant, noted the cost to bore under Rt. 611 is approximately \$100,000 to connect the four properties. Discussion followed on alternate routes and easements. G. Lastowski explained additional discussion is needed for all the future service areas.

Borton-Lawson request for January flow data for Tobyhanna - M. Gable, Twp. Engineer, explained the data is from Tobyhanna Twp. sewer flows and currently the Township does not have a policy for releasing data. Discussion followed on the release of data to outside agencies and the cost to prepare the reports.

J. Belvin made a motion, seconded by C. Kilby, to grant Tobyhanna Township the flow data for Kalahari for January, on a one-time basis. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

ADMINISTRATION:

Properties in the mandatory connection areas - D. Asure, Twp. Manager, requested direction from the board for persons claiming they can't afford the connection. She noted there is no policy to handle low-income cases and recently a new property owner claimed financial hardship as a reason not to connect. Discussion followed on previous efforts to assist low-income cases and policy to mandate connection. G. Lastowski directed the Twp. Manager to send a letter and connection package to the resident.

SEWER ENGINEER:

Sanofi Sanitary Sewer Easement - J. Tresslar, Twp. Engineer, no report.

ACT 537 - J. Tresslar, Twp. Engineer, explained they are still waiting to hear from DEP.

TOWNSHIP SOLICITOR:

Baymont Hotel and Suites connection - L. DeVito, Twp. Solicitor, reviewed the history of the property and noted the property has not connected. He explained the property is currently being billed and has not paid. Discussion followed.

J. Belvin made a motion, seconded by R. Wielebinski, for Baymont Hotel and Suites to hook up at the standard rate of \$3,750.00 per EDU within 120 days. Marc Wolf, Solicitor, presented a time line of the Baymont Hotel. He noted Mr. Ertle is willing to connect at the discount EDU rate and believed Mr. Ertle is waiting for the Township's response to the reduced rate. C. Kilby explained the Township did nothing to prevent him from connecting and he has been billed since 2016 and not paid. J. Belvin questioned why Mr. Ertle did not come in to discuss the issue earlier. L. DeVito, Twp. Solicitor, noted the ordinance states even if a property does not connect, it will be billed the user fee. D. Asure, Twp. Manager, noted Baymont Hotel is in arrears at approximately \$70,000.00. Discussion followed. L. DeVito explained the Township is correct in going after the monies in arrears. M. Wolf requested the motion be deferred until the next meeting. R. Wielebinski noted Mr. Ertle has had time to address this over the years but has failed to do so. G. Lastowski opened the meeting to public comment. Hearing none.

Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Letter from Tobyhanna Township - L. DeVito, Twp. Solicitor, explained he has spoken to John Van Luvanee, Solicitor for Kalahari, concerning a letter sent to Tobyhanna Township. Tobyhanna forwarded the letter on to Pocono Township. L. DeVito, Twp. Solicitor, explained the letter requested a deferral from the construction of a pretreatment plant since Kalahari has hired engineers to review all water and sewage flows and are looking at alternative treatment options, and other issues. J. Van Luvanee, Solicitor for Kalahari, noted Kalahari is also requesting a reduction of EDUs since the total flows were based on high usage months. L. DeVito, Twp. Solicitor, suggested a work session to discuss all issues addressed in the letter. The Board concurred to hold a future work session to discuss.

PUBLIC COMMENT: None

ADJOURNMENT:

G. Lastowski made a motion, seconded by J. Belvin, to adjourn the meeting at 7:00 p.m. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP
SEWER PROJECT INVOICES TO BE APPROVED
Monday, April 1, 2019

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Sewer Construction Fund				
03/29/2019	291	KEYSTONE ENGINEERING	Professional services Project 183109	\$ 7,560.87
TOTAL Sewer Construction Fund				\$ 7,560.87
Sewer Operating Fund				
TOTAL Sewer Construction Fund				\$ -

ESSA Transfer \$ 7,560.87 Transferred by: _____
Authorized by: _____



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

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306

Mailing:
P.O. Box 699
Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

March 18, 2019

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

**SUBJECT: KEYSTONE ENGINEERING GROUP-INVOICE NO. 4, NO. 1900334
CONTROL AND FLOAT SYSTEM IMPROVEMENTS
POCONO TOWNSHIP
PROJECT NO. 1831019**

Dear Ms. Asure:

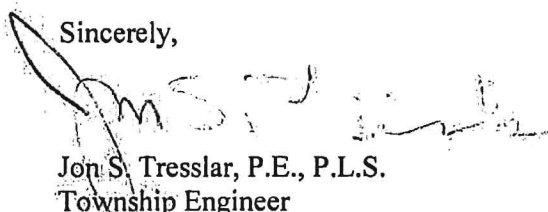
Enclosed is Invoice 1900334 dated March 6, 2019, in the amount of \$7,560.87 submitted by Keystone Engineering Group for the period February 2, 2019 through March 1, 2019. The work included programming and field installation of systems.

Based on our review of this information, we offer the following comments.

We have reviewed the above referenced invoice against the contract and find that the work performed is consistent with the contract.

We recommend partial payment in the amount of \$7,560.87 leaving a total of \$48,825.80 in the contract budget to be paid.

Sincerely,

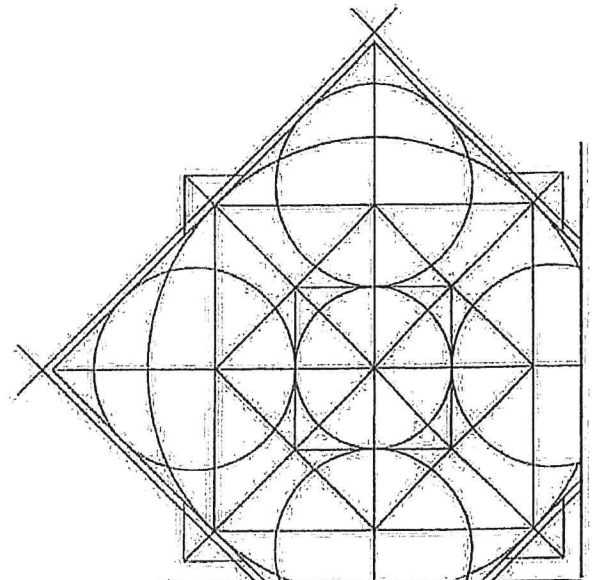

Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/clg

Enclosure

cc: Pat Briegel, Pocono Township

S:\2018\1831019\Documents\Keystone Invoices\Keystone Invoice 1900334.docx





Keystone Engineering Group, Inc.
590 E. Lancaster Avenue
Suite 200
Frazer, PA 19355
610-407-4100

March 06, 2019

Invoice No: 1900334

Patrick Briegel
Pocono Township
112 Township Drive
Tannersville, PA 18372

Project 2018.00333 Updated Controls
Professional Personnel

		Hours	Rate	Amount
Hatley, Christopher	2/6/2019	9.00	120.00	1,080.00
Pump station 2- Install new components and start wiring.				
Saulnier, Daniel	2/4/2019	1.00	120.00	120.00
Project coordination				
Saulnier, Daniel	2/6/2019	.50	120.00	60.00
Discussion with Pat B. about VS 1 and 2 pressures				
Saulnier, Daniel	2/8/2019	2.00	120.00	240.00
Review of controls for PS1 with Chris G.				
Saulnier, Daniel	2/11/2019	1.00	120.00	120.00
Review of VS1 and VS2 trends with Pat, discussing options with Chris G.				
Saulnier, Daniel	2/12/2019	1.00	120.00	120.00
Reviewing changes made with Chris G. on VS1				
Saulnier, Daniel	2/14/2019	1.00	120.00	120.00
Project Coordination				
Saulnier, Daniel	2/15/2019	1.00	120.00	120.00
Project Coordination				
Saulnier, Daniel	2/18/2019	2.00	120.00	240.00
Project Coordination and discussion with Pat B. regarding pump station operations				
Saulnier, Daniel	3/1/2019	.50	120.00	60.00
Conference call with Pat B. and Paul B. Sent email to Paul Brennan detailing where to remove power from existing float alternator				
Seel, David	2/4/2019	10.00	120.00	1,200.00
Pump Station 1 wiring				
Seel, David	2/7/2019	11.00	120.00	1,320.00
Pump Station 2 wiring				
Seel, David	2/18/2019	9.00	120.00	1,080.00
Pump Station 2 Wiring				
Seel, David	3/1/2019	9.00	120.00	1,080.00
PS#3 controls installation and wiring				
Totals		58.00		6,960.00
Total Labor				6,960.00

Project	2018.00333	Updated Controls	Invoice	1900334
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Unit Billing

2/4/2019	Service Van #03 Mileage - Dave Seel	127.86	
2/7/2019	Service Van #03 Mileage - Dave Seel	128.49	
2/18/2019	Service Van #03 Mileage - Dave Seel	137.40	
3/1/2019	Service Van #03 Mileage - Dave Seel	129.40	
2/6/2019	Service Van #04 Mileage - Chris Hatley	77.72	
	Total Units	600.87	600.87

Billing Limits

	Current	Prior	To-Date
Total Billings	7,560.87	28,613.33	36,174.20
Limit			85,000.00
Remaining			48,825.80
		Total this Invoice	\$7,560.87

Outstanding Invoices:

Number	Date	Balance	0-30	31-60	61-90	91-120	Over 120
1900194	2/7/2019	12,424.20	12,424.20	0.00	0.00	0.00	0.00
Total		12,424.20					

Terms: Net 30 days. Please remit to above address.

Email to: pbriegel@poconopa.gov; dasure@poconopa.gov



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Fax 215-345-9401

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306

Mailing:
P.O. Box 699
Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

March 11, 2019

Patrick Briegel, PMA, Inc. Sewer System Consultant
Pocono Township
112 Township Drive
Tannersville, PA 18372

**SUBJECT: DEPG BARTONSVILLE ROUTE 611 SPARE PARTS
POCONO TOWNSHIP SEWAGE CONVEYANCE SYSTEM
PROJECT NO. 1631000**

Dear Mr. Briegel:

DEPG has made a request to Pocono Township to consider purchasing spare parts left over from the construction on the above-mentioned site (list attached). The list includes parts which Boucher & James, Inc. has recommended the Township purchase to have on hand in the event of an emergency as part of the Emergency Action Plan. Having these parts on hand is advisable.

DEPG is offering the parts at a 35% reduction of the original cost of \$22,673.18, or \$14,737.57, with Pocono Township picking up the parts.

This reduction in the owner's purchase price is certainly worth contemplating. However, we do recommend that the Township obtain quotes directly from independent suppliers for the parts to ensure that the costs provided to the Township are less than what the Township would pay for new materials on the open market. We also recommend that the Township's Solicitor be consulted on this purchase to ensure it complies with public procurement requirements.

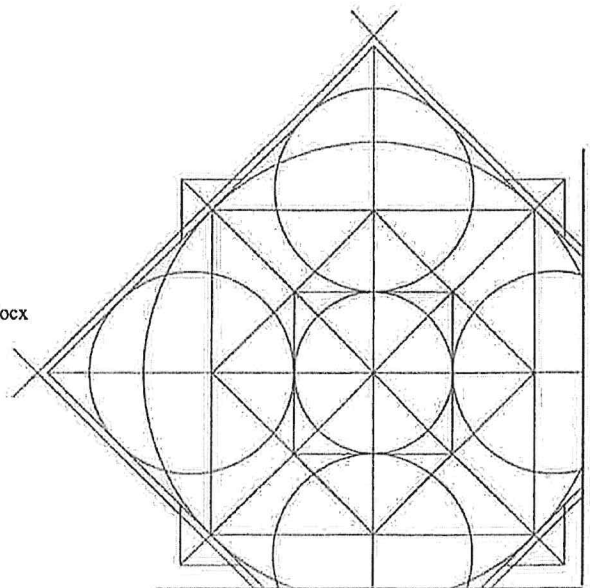
Please contact me if you have any questions or concerns.

Sincerely,

Michael E. Gable, P.E.
Municipal Engineer

MEG/cg

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DEPG Bartonsville Route 611 Plaza, L.P.
580 W. Germantown Pike, Suite 103
Plymouth Meeting, PA 19462
Phone: 610-941-4034 / Fax: 610-941-4038

January 18, 2019

Pocono Township Board of Commissioners
Pocono Township Municipal Building
112 Township Drive
Tannersville, PA 18372

Attention: Ms. Donna Asure, Township Manager

Subject: Route 611 Plaza
Spare parts for the Pocono Township sewage force main located in an easement area in the Route 611 Plaza project in Stroud Township

Dear Ms. Asure:

It has been a long time coming, but the Route 611 Plaza project located in Stroud Township (across the street from the St. Luke's hospital) is now "substantially complete".

As part of the approval process we entered into an agreement with Pocono Township to address the required easements, construction and maintenance of a section of their Pocono Township high-pressure 20-inch ductile iron forcemain that originates in Pocono Township to carry wastewater from the Pocono Township sewer service area to the wastewater treatment facility located in the Borough of Stroudsburg.

Part of that construction process included the requirement that the developer have spare parts on site in case there was a break in the forcemain during construction. Now that the construction work on the project will no longer affect the forcemain, and in line with discussions that we have had with the staff (and its consultants), we are requesting that the Township purchase the spare parts so that they would be immediately available to the Township if there is ever a break in the forcemain at some point in the future. Since this section of the forcemain is an odd size we had to special order the parts and wait over a month for them to come in before we could start construction. Since this forcemain is the only line that feeds to the treatment facility in Stroudsburg it could be a major disaster (environmentally and economically) if there was a break in the forcemain and the Township had to wait a month to get new parts to repair a break in the line.

I have attached the Change Order that we executed in 2017 to purchase the parts. The parts required were as requested by the Township Engineer at the time. The parts themselves cost \$22,673.18 but we are offering them to the Township at the discounted rate of 65% of the original purchase price (\$14,737.57) and would request that the Township send the necessary staff to the site to pick up the parts.

If the Township wants to discuss the request feel free to contact me.

Respectfully submitted,

DEPG Bartonsville Route 611 Plaza, L.P.



R. Douglas Olmstead, Jr., P.E.
Development Manager

Attachment

Email copies: James DePetrìs
Marc Wolfe, Esq.
Patrick Briegel
Leo Devito, Esq.
Jon Tresslar, PE

C:\Legend Management Services LLC\Bartonsville Route 611 Plaza\Pocono Township\request to Pocono to buy spare parts dated 01182019.docx



To: DEPG Bartonsville Route 611 Plaza, L.P.
580 West Germantown Pike, Suite 103
Plymouth Meeting, PA 19462
Contact: James DePetris
Project: Plaza 611 Shopping Center

CHANGE REQUEST NO.: 8
Date: 7/28/2017
Existing Agreement Date: 9/16/2016
MEI Project No.: 16081

We hereby agree to make the change(s) specified below:

Cost for emergency repair parts for the sanitary force main required by Pocono Township

Description	Qty.	Unit	Unit Price	Amount
20" DIP Class 52, 250 PSI	20	LF	\$98.64	\$1,932.80
20" Full Circle Repair Clamp	1	EA	\$512.17	\$512.17
20" Plug Valve, (2) Megalugs & Valve Box Assembly	1	EA	\$10,175.57	\$10,175.57
20" Bell Clamp	1	EA	\$1,266.89	\$1,266.89
20" Repair Coupling w/ Megalugs	2	EA	\$4,392.87	\$8,785.76

Subtotal \$22,673.18
15% Overhead \$3,400.98
Subtotal with Overhead \$26,074.16

WE AGREE herby to make the change(s) specified above at the price \$26,074.16

Client:
Signature:
Date:

[Handwritten Signature]
[Handwritten Date: 7/28/2017]

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Accepted by: Muschlitz Excavating, Inc.
Signature: *[Handwritten Signature]*
Steven Goffredo

Date: 7/28/2017

*All equipment includes Operator unless otherwise noted.

*This proposal is subject to revision or withdrawal if not accepted within thirty (30) days.



117 Prospect Street
Reading, PA 19606
Phone: 610-779-4230
Fax: 610-779-0981

QUOTE

Page 1

Quote Date	Expires	Attention	Salesperson	Customer #	Terms
3/14/19		PATRICK	NORTHEAST SALES	161905	Net 30 Days
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
05/660959		Bruce Wasko	OUR TRUCK		Nazareth, PA

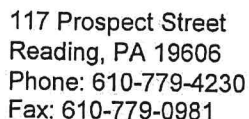
Sold To PATRICK
POCONO TOWNSHIP
P O BOX 197
TANNERSVILLE PA 18372

Ship To POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE PA 18372

Phone/Fax 570-629-1922 / 570-629-7325

Job Info EMERGENCY REPAIRS SEWER COLLECTION SYSTE

Quantity	Our Stock #/Description/Your Part #	Unit Price	UM	Extended Price
20	TY52-20 TYTON JOINT DI PIPE CLASS 52 20"	64.99	FT	1,299.80
1	*312320A240AA-LB 20" TRIPLE PANEL REPAIR CLAMP 21.52-22.72 20" X 24" IRON LUG OPTIONAL	815.71	EA	815.71
1	*312320A300AA-LB 20" TRIPLE PANEL REPAIR CLAMP 21.52- 22.70 20" X 30" IRON LUG REPAIR CLAMPS ARE AVAILABLE FOR AT OUR WAREHOUSE 7-10 DAYS A.R.O FREIGHT TO APPLY TO REPAIR CLAMPS	1,026.43	EA	1,026.43
1	*3232200000HA 20" BELL JOINT LEAK CLAMP	851.62	EA	851.62
2	*MJSL-20LAD 20" DI MJ SLEEVE LESS ACC DOMESTIC	1,102.82	EA	2,205.64
6	1120A MEGA LUG ACC SET 20"	261.24	EA	1,567.44
1	*DEZMJPGOHV 20" MJ DEZURIK ECC PLUG VALVE RECTANGULAR PORT (AWWA C517) #PEC,20,MJ,CI,NBR,CR*GB-12-HD12 20" SIZE STANDARD PORT, STAINLESS STEEL BEARINGS, WELDED NICKEL SEAT, (EXCEPT RUBBER LINED OR STAINLESS STEEL BODIES) MJ: END CONNECTION	7,746.40	EA	7,746.40
<div>Locations in: Reading 610-779-4230 Manheim 717-898-2467 Williamsport 570-329-2100 York 717-792-0611 Nazareth 610-759-7301 Skippack 610-584-5431</div>		SubTotal		
		Freight		
		Sales Tax		
		Quote Total		**Continued**
Note: PVC pipe and copper tubing prices subject to change based on order and ship date. Prices good for 30 days except as noted. Applicable sales tax will apply. This quote is valid for customers who have an account in good standing with Exeter Supply Co., Inc.		Orders charged to a credit card are subject to a 4% credit card processing fee. Exeter Supply Co., Inc. is not responsible for quantities or types of materials quoted. It is the responsibility of the customer to check local specifications for each job. We appreciate your business!		



Page 2

Sold To **PATRICK
POCONO TOWNSHIP
P O BOX 197
TANNERSVILLE PA 18372**

Ship To **POCONO TOWNSHIP**
112 TOWNSHIP DRIVE
TANNERSVILLE PA 18372

Job Info **EMERGENCY REPAIRS SEWER COLLECTION SYSTE**

Note: PVC pipe and copper tubing prices subject to change based on order and ship date. Prices good for 30 days except as noted. Applicable sales tax will apply. This quote is valid for customers who have an account in good standing with Exeter Supply Co., Inc.

Orders charged to a credit card are subject to a 4% credit card processing fee. Exeter Supply Co., Inc. is not responsible for quantities or types of materials quoted. It is the responsibility of the customer to check local specifications for each job. We appreciate your business!

Central Clay Products, Inc.

Phone (570) 823-2164 101 Scott Street Wilkes-Barre, PA. 18072 Fax (570) 824-3154

"Stocking Distributors of Sewer, Water, and Road Building Materials"

Flue Linimg
Geotextiles
Gablons
Castings
Precast Manholes



Plastic Pipe
Corrugated Pipe
Concrete Pipe
Ductile Iron Pipe
Precast Inlets

QUOTATION

POCONO TOWNSHIP SEWER EMERGENCY REPAIR MATERIALS

Attention: Patrick Briegel

Date: March 14, 2019

Ship To: Tannersville, PA.

Page: 1 of 1

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Unit</u>
18 LF	20" D.I. Class 52 Tyton Joint Pipe 18.13' Nominal Lengths	\$78.00	LF
1 EA	20" Romac Repair Clamp Style CL3 10" Long	\$656.88	EA
1 EA	20" Milliken M.J. Eccentric Plug Valve Less Accessories	\$8,687.50	EA
2 EA	20" D.I. Megalugs Complete	\$297.58	EA
1 EA	2-Piece Valve Box Complete	\$154.23	EA
1 EA	20" Romac Style 416 Bell Joint Leak Clamp	\$2,507.31	EA
2 EA	20" D.I. M.J. Sleeve Less Accessories	\$1,368.65	EA
4 EA	20" D.I. Megalugs Complete	\$297.58	EA

Lump Sum = \$17,932.70

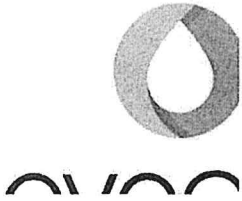
Price are firm for 30 days. Products are shipped in truckload lots, FOB jobsite unless otherwise noted.


Mark Pisano (Sales)

Prices Quoted Are Firm For 30 Days Unless Otherwise Noted
Sales Tax To Be Added If Applicable

Orders Are Approvable As To Credit, And At Any Time If The Purchaser's Financial Responsibility Shall Be Deemed Unsatisfactory Or Impaired In Our Opinion, We Reserve The Right To Require Payment In Advance Or Satisfactory Assurance That The Bill will be Promptly Paid When Due. All Accounts Are Subject to Interest After Maturity.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY QUANTITIES AND VERIFY PRODUCT MEETS SPECIFICATION.



January 18, 2019

Patrick Briegel
Pocono Township
2806 Bartonsville Ave
Bartonsville, PA 18321
Office: 570-629-1922 ext 217
Email: pbriegel@poconopa.gov

Re: Service Estimate for Pocono Township - PS 5

Dear Pat:

Evoqua would like to thank you for your past business and we look forward to working with you in the years to come. Per your recent request, we are pleased to offer the following quote:

The service will include the replacement parts and on-site labor time only for the installation of the parts. No travel time will be invoiced for this service. Also, there will be separate estimated site time to support the inspection process for the leaking tank containment/suction line enhanced bellows assembly. The total service will be invoiced on actual Site Time & Material utilized. Our Labor Rate is \$193.50/hour.

Based on above costs, the service is based on the following estimate:

1 – Back Pressure Valve.....	\$297.49
1 – Pressure Relief Valve.....	\$320.67
1 – Pulsation Dampener.....	\$977.72
1 – Lot miscellaneous pipe/fittings to complete install..	\$0
1 – Hotel/M meal expenses.....	\$200.00

1 – Estimated Labor hours for replacement of all parts listed above: 4

1 – Estimated Labor for enhanced bellows containment inspection: 4

**Optional but recommended

Total Estimated Cost.....\$3343.88

We require your signature on this proposal as authorization to proceed with this service. If you would like for me to reference a purchase order number on the invoice, please provide it below.

Sincerely,

Susan Daugherty

To approve and initiate the work detailed in this proposal, please email the signed proposal to susan.daugherty@evoqua.com

Accepted by:

Signature:

Date:

Printed Name

Title:

Company:

PO Number:

Evoqua Water Technologies LLC

STANDARD TERMS OF SALE
DATED 01/16/2014

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 acknowledgment, 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.**
 - (a) 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, levies, duties, tariffs, permits or license fees 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. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt 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.
 - (b) **Credit Approval** - All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.
 - (c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Buyer shall not implement any change in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.
6. **Excusable Delay/Force Majeure Event**
 - (a) **Definitions:**
 - (1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.
 - (2) **"Force Majeure Event"** shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.
 - (b) **Force Majeure:** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event
 - (c) **Schedule Modification:** If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.
 - (d) **Pricing Modification:** If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.
 - (e) **Right to Terminate for Force Majeure:** If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.
7. **Warranty.**
 - (a) Subject to the following sentence, 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 is 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. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within 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 therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed 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 Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).
 - (b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **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 of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale of transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Suspension.** In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Termination.**
 - (a) **For Convenience:** Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.
 - (b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).
12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.
13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **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.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order]. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented.

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Pennsylvania One Call System, Inc.

STANDARD SERVICE AGREEMENT

The undersigned hereby applies for Standard Underground Location Request notification and in doing so agrees to become a member of Pennsylvania One Call System, Inc. (POCS) and abide by the constitution and by-laws upon acceptance as a member.

The undersigned further Covenants and Agrees:

1. To participate actively in the work of PA One Call System in, inter alia, preventing damage to underground lines.
2. To operate within the operating procedures established by the Board of Directors of the POCS in its business with POCS and to pay promptly the monthly fees set by the Finance Committee from time to time.
3. To provide POCS with a valid electronic mail (email) address and designated person responsible for confirming receipt of notifications received by email.

OR

To have computer with a ticket management software capable of receiving notifications from POCS.

POCS will provide Standard Underground Location Request notification. In order to provide a reliable service at a minimum charge, the Committee has set standards for speed, equipment and line requirements. These standards will be provided when necessary. The contract will be for a period of one year and be subject to written cancellation on 60 days notice by either party; however, cancellation of this contract shall not affect the undersigned membership in POCS.

POCONO TOWNSHIP

BY _____
Signature/Title Date

Printed Name

Attest _____
Witness/Title Date

.....
FOR POCS USE ONLY

Date Approved: _____

Secretary

President