

# Pocono Township

## PENNSYLVANIA

### POCONO TOWNSHIP COMMISSIONERS SEWER COMMITTEE AGENDA June 4, 2018 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

Sewer Committee meetings will be held the first Monday of each month at 6pm prior to the regular Board of Commissioners' meeting

#### OLD BUSINESS

1. Motion to approve the minutes of the April 30, 2018 sewer committee meeting (action item\*)
2. Vasilios Kotretsos - 312 Learn Road - request for reduction in EDU's (possible action item\*)
3. Jimmy Schlier EDU purchase answer
4. Motion to enter into agreement with Keystone Engineering Group for SCADA Maintenance and improvements as outlined on proposal. (possible action item\*)

#### NEW BUSINESS

##### 1. Financial Transactions

- a. Motion to approve Keystone Engineering Group Invoice in the amount of \$24,682.11 (action item\*)
- b. Motion to approve Payment Application No. 8 to the Milnes Company in the amount of \$40,558.01 as recommended by Patrick Briegel and B&J (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
3. **Discussion**
  - a. Possible amendments to Resolution 2013-10 (possible action item\*)

#### **REPORTS**

1. Commissioner Wielebinski
  - a. Motion to authorize PFM to calculate a sewer rate equitable to all users which will eliminate the De Minimus user rates/policy (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\*)

\*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

POCONO TOWNSHIP BOARD OF COMMISSIONERS

SEWER MEETING MINUTES

APRIL 30<sup>th</sup>, 2018 6:00 P.M.

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The sewer meeting of the Pocono Township Commissioners was held on Tuesday, 04/30/2018 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 Lastowski, present; Bob M. DeYoung, absent; Harold Werkheiser, absent; Richard Wielebinski, present; and Jerrod Belvin, present.

**IN ATTENDANCE:**

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

**PUBLIC COMMENT:**

Christopher Ortolan, Twp. resident, spoke concerning traffic issues and in support of not granting Birchwood Airpark Resort sewer request.

**ANNOUNCEMENTS:**

- a) Sewer Committee meetings will be held on the first Monday of each month at 6:00 p.m. prior to the regular Board of Commissioner meeting.
- b) Kalahari/Tobyhanna - received check for \$1,215,000 (324 EDUs)

**NEW BUSINESS:**

Financial Transactions -

Change Order #4 - The Milnes Co. - J. Tresslar, Twp. Engineer, explained quotes were received for the security fence and The Milnes Co. Inc. was the lowest quote.

- a) R. Wielebinski made a motion, seconded by J. Lastowski, to approve Change Order #4 dated 04/24/2018 from The Milnes Co. Inc. to construct a security fence at Valve Station #1, in the amount of \$8,399.25, as recommended by Patrick Briegel and Township Engineer in his letter dated 04/24/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Change Order #5 - The Milnes Co. - J. Tresslar explained the work included stabilization of the site, hydro excavator, minor modifications to the valve station, etc.

- b) J. Belvin made a motion, seconded by R. Wielebinski, to approve Change Order #5 dated 04/24/2018 from Milnes Co. Inc. in the amount of \$21,954.39 for additional work required by unknown conditions of the system, as recommended by Patrick Briegel and the Township Engineer in his letter dated 04/24/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

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Change Order #6 - The Milnes Co. Inc. -

- c) J. Lastowski made a motion, seconded by J. Belvin, to approve Change Order #6 dated 04/24/2018 from Milnes Co., Inc. in the amount of \$2,301.75 for removal of pavement, stone subbase stabilization and final pavement for crane installation at Valve Station #2, as recommended by Patrick Briegel and the Township Engineer in his letter dated 04/24/2018. R. Wielebinski questioned the additional cost. J. Tresslar, Twp. Engineer, explained BCRA requested additional pavement for project that was not included in the bid. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Tresslar, Twp. Engineer, noted even with the changes the project is still within the budgeted amount.

Scope of Additional Work by Keystone Engineering Group - J. Tresslar, Twp. Engineer, noted the work is for the Valve Stations and is similar to the work completed for the Pump Stations. P. Briegel explained the wiring plans did not match the plans provided. M. Gable, Twp. Engineer, noted additional work was needed to trace the wiring, so all electrical will be located, fixed, and mapped correctly. J. Belvin questioned if the false alarms have been addressed. M. Gable, Twp. Engineer, noted he is working to resolve the alarm issue. Discussion followed.

- d) J. Lastowski made a motion, seconded by J. Belvin, to approve out of scope additional work by Keystone Engineering Group in the amount of \$6,145.00 dated 04/19/2018 and recommended by Patrick Briegel and the Township Engineer in his letter dated 04/24/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Keystone Engineering Group - SCADA Maintenance Proposal (04/17/2018) - J. Tresslar, Twp. Engineer, explained the SCADA system will require maintenance and upgrades. P. Briegel, Consultant, noted this is similar to the previous TriJay agreement for maintenance. Discussion followed on cost, scope of work, and budgeting for the agreement. J. Lastowski requested additional information on the cost.

~~Request from Birchwood Airpark Resort Request to Connect to the Twp. Sewer System. (1157 Birchwood Road - PIN: 12638300863959 Tax ID: 12/3/1/4)~~

~~R. Wielebinski noted since the project can have on-site sewer disposal, connection to the Twp. sewer system is not required. J. Lastowski spoke on concerns that the installation of sewer line could damage roadways and if in the future, BCRA purchases the system, BCRA could mandate connections along the line. L. DeVito, Twp. Solicitor, explained BCRA would have control of the system and the connections if purchased, unless an agreement was made. J. Belvin stated he was concerned future Boards could make it mandatory to connect if the line was extended. Discussion followed on future needs for customer of the sewer system.~~



**BIRCHWOOD AIRPARK RESORT CONT:**

R. Wielebinski made a motion, seconded by J. Belvin, to deny the request of Birchwood Airpark Resort to connect to Pocono Township sewer system. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Vasillios Kotretsos - (312 & 308 Learn Road PIN: 12637201469938 Tax ID: 12/8/1/81-3)

D. Asure, Twp. Manager, noted the property has two separate buildings and connections. Each building contains an apartment and business. Billy Kotretsos, property owner, explained 312 has a salon and apartment with a water meter on a private well. He contacted BCRA about the water usage and was informed the usage is under 247 gallons per day. Discussion followed on the total water usage for the property. J. Lastowski suggested the Township Manager review the information and contact Mr. Kotretsos.

MHC Scotrun Resort - (2409 Rt. 611 - PINS: 12637301078612 & 12637301188367 Tax IDS: 12/6/1/78 & 12/6/1/31-1).

D. Asure explained they were approximately \$99,705.40 in arrears. M. Gable, Twp. Engineer, stated the MHC Scotrun Resort has been working with DEP concerning their private sewer system. J. Lastowski noted they were outside of the 300' buffer but had requested to connect in the past. L. DeVito, Twp. Solicitor, explained it is under new management and they are reviewing the future of the property. P. Briegel, sewer consultant, noted he and Michael Tripus met with them last year and they did not at that time wish a deferral. Discussion followed.

J. Lastowski a motion, seconded by R. Wielebinski, to defer the amount owed by MHC Scotrun Resort (2409 Rt. 611)

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

Baymont Inn and Suites - (3524 Route 611 - PIN: 07638103241468 Tax ID: 07/7/1/31) D. Asure, Twp. Manager, explained the property is approximately \$50,000.00 in arrears. The owner had previously requested a reduction in EDUS which was granted on 08/15/2016 and a letter was received from their attorney requesting the discount rate. J. Lastowski questioned the legality of collecting the funds. L. DeVito, Twp. Solicitor, noted they are required to connect and pay the outstanding fees. D. Asure noted the discount rate no longer applies.

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Twp. Solicitor to contact the property owner of Baymont Inn and Suites - (3524 Route 611) to pursue payment of outstanding rates and connection to the sewer system at the rate of \$3,750.00 per EDU.

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

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Gateway Equities - (2185 Rt. 611 PINS: 12636404728002 & 12636404727183 Tax IDs: 12/11/1/21 & 12/11/1/24) D. Asure, Twp. Manager, explained it is a multiunit commercial property, which has not connected to the sewer system. There are several vacancies in the commercial units due to a failing septic system. D. Asure reviewed the past BCRA water usage records it qualifies for 5 EDUs.

R. Wielebinski made a motion, seconded by J. Lastowski, to not grant the request for an EDU reduction from 5 EDUs to 3 EDUs for Gateway Equities - (2185 Rt. 611) - Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion seconded by J. Lastowski, to mandate Gateway Equities (2185 Rt. 611) to connect to the Pocono Township Sewer System and authorize the Twp. Solicitor to send a letter mandating connection at the rate of \$3,750.00 each for 5 EDUs. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

**PUBLIC COMMENT:**

Jimmy Schlier, Twp. resident/business owner, questioned why he was unable to pre-purchase EDUs at the reduced rate before his Land Development Plan was approved. J. Lastowski requested the Twp. Manager review his project.

**ADJOURNMENT:**

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



**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](http://www.bjengineers.com)

April 24, 2018

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

**SUBJECT: KEYSTONE ENGINEERING GROUP  
POCONO TOWNSHIP, SEWER SYSTEM  
SCADA MAINTENANCE AND IMPROVEMENTS  
PROJECT NO. 1631000**

Dear Ms. Asure:

The Township has installed an advanced control and monitoring system on the sewage collection and conveyance system. This system will require maintenance overtime and future improvements as the system grows. Additionally, emergency assistance will be occasionally required.

These services can be provided through a professional services agreement with Keystone Engineering Group. We have requested that they provide an agreement to the Township with the hourly billing rate which covers these services. It is attached for your consideration.

We recommend the Commissioners approve the agreement to have these services in place in the event they are needed.

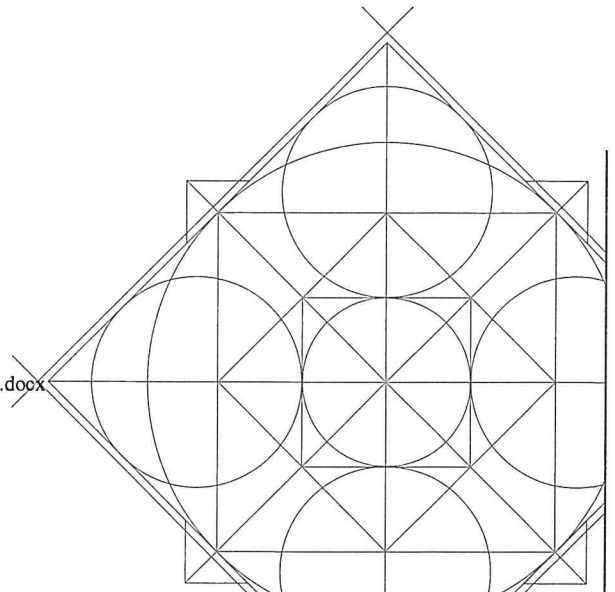
Sincerely,

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

JST/cg

cc: Pat Briegel, Pocono Township

S:\2016\1631000\Documents\Correspondence\Municipality\Keystone Group.Serviceagreement.docx





April 17, 2018

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

**Subject: Pocono Township  
Tannersville, PA  
Service Agreement Proposal  
Keystone Proposal No. 2018-00159**

Keystone Engineering Group, Inc. is pleased to present this proposal for Professional Engineering Services for Pocono Township's Sewer Collection SCADA system.

### 1.0 INTRODUCTION

Pocono Township has a Supervisory Control and Data Acquisition (SCADA) system for their Sewage Collection System.

Pat Briegel of Pocono Township and Mike Gable of Boucher and James Engineering has requested that Keystone provide this proposal for additional SCADA Services on a Time & Materials (T&M) basis to support and enhance the existing SCADA system.

### 2.0 SCOPE OF KEYSTONE WORK

Keystone will provide professional SCADA services to The Authority when requested by Pocono Township or Boucher and James. These services could be for small projects such as implementing new float backup control of the pump stations or for minor enhancements to the existing system.

Keystone will only provide services when specifically requested by Pocono or Boucher and James. In addition, for projects that will involve a significant amount of work, Keystone will provide The Authority with a budget for your approval prior to starting the work.

### 3.0 EMERGENCY RESPONSE

Keystone will provide response to emergency calls within 24 hours of receipt. Keystone does not typically provide services on weekends, holidays, or after business hours of 8:00AM to 5:00PM, however, exceptions can be made if deemed necessary. At this point in time Keystone does have remote access to the SCADA system and can use that for troubleshooting emergencies if required.

#### 4.0 MAINTENANCE

Keystone will schedule maintenance visits once a year or determine a maintenance schedule with Pocono Township. These visits are to verify the SCADA system is functioning properly, that the equipment is in good working order, and to address items requested by Pocono Township.

During each scheduled maintenance visit, Keystone will:

- Review the hardware installed at the sites for any potential damage or inoperability.
- Perform a SCADA system review to ensure SCADA is operating and displaying desired information correctly.
- Update SCADA system as needed if there proves to be an issue.
- Back-up all files saved to an off-site location.
- Review computer disc drive space and allocate space as necessary.
- Review the SCADA Computer's Event Logs and HMI error Log for issues that may affect the operation of the SCADA System.
- Review Operating System for updates and update as needed.
- Check modem installations to ensure proper communications between the sites.
- Discuss possible alarm issues with Georgetown to ensure problem alarms are cleared and that hardware didn't cause issues.
- Meet with the operators to discuss concerns of the system and potential improvements as the system ages.

#### 5.0 BUSINESS CONDITIONS

We propose to provide these Professional Engineering services indicated above on a T&M basis in accordance to the attached standard rate sheet. Expenses would be billed at cost plus 15%. Payment terms are Net 30.

Keystone's Standard Business Conditions applicable to this proposal are attached.

Respectfully,

Daniel Saulnier  
Project Manager



**Rate Schedule**  
Pricing Effective January 1, 2018

<b>Title</b>	<b>Description</b>	<b>Rate</b>
Principal	Managing Partner	\$ 170 /hr
Group Director	Manager of a Business Group	\$ 150 /hr
Project Manager Sr. Engineer	Main point of contact for clients. Responsible for managing project objectives and budgets	\$ 140 /hr
Lead Engineer	Licensed Professional Engineer, Fully qualified to design and specify all aspects of engineered systems	\$ 130 /hr
Lead Programmer	Skilled Programmer, Fully qualified to design and program all aspects of control systems.	\$ 130 /hr
Engineer	Licensed Professional Engineer, Fully qualified to design and specify elements of projects	\$ 120 /hr
Lead Design Specialist	Graduate of Engineering Program with design experience. Qualified to design elements of projects	\$ 120 /hr
Programmer	Control System Programmer Qualified to program elements of control systems	\$ 120 /hr
Sr. Designer	Skilled Designer, Qualified to design projects under engineering supervision	\$ 115 /hr
Construction Representative	Experienced Field Construction Manager	\$ 110 /hr
Designer	Skilled Draftsman or Graduate of Engineering Program Qualified to design work components	\$ 105 /hr
CAD Operator	Cad Draftman	\$ 90 /hr
Office Manager	Office Management	\$ 90 /hr
Support	Project & Office Support Staff	\$ 75 /hr

**Direct Expenses Billed at Cost plus 15%**

Rates apply to projects executed and billed on a standard time and materials basis. Project related expenses chargeable to the job include travel and living expenses for all personnel required to be away from the office associated with this project: telephone charges, postage and shipping of any job related material, job expended materials and supplies, special equipment rental, printing, reproduction, electronic data processing, and use of Keystone Engineering Group vehicles and employee's vehicles. Rates not applicable to expert witness, forensic testimony or other litigious consultation. Rates subject to annual adjustments

**AUTHORIZATION TO PROCEED**  
**T&M SUPPORT SERVICES**  
**POCONO TOWNSHIP SCADA SYSTEM**

I have reviewed Keystone Engineering Group, Inc. Proposal No. 2018-0159, 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)





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Stroudsburg, PA 18360  
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Fax 570-629-0306

559 Main Street, Suite 230  
Bethlehem, PA 18018  
610-419-9407  
Fax 610-419-9408  
[www.bjengineers.com](http://www.bjengineers.com)

May 22, 2018

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

**SUBJECT: KEYSTONE ENGINEERING GROUP-INVOICE 1800746  
PUMP STATION CONTROL SYSTEMS & PRESSURE SENSOR INSTALLATION  
POCONO TOWNSHIP, SEWER SYSTEM  
PROJECT NO. 1831019**

Dear Ms. Asure:

The Township engaged Keystone Engineering Group to provide services to reverse engineer and prepare electrical and control diagrams of the control systems at Pump Stations 1 through 5 and the installation of the pressure sensors on the air lines for the Singer Valves. We have attached our recommendation letter and the proposals from Keystone for the work which was approved by the Commissioners.

We have received an invoice from Keystone for the work through May 3, 2018. The total request for payment is \$24,682.11. The request for payment does represent services provided and we recommend payment be made in the requested amount.

Sincerely,

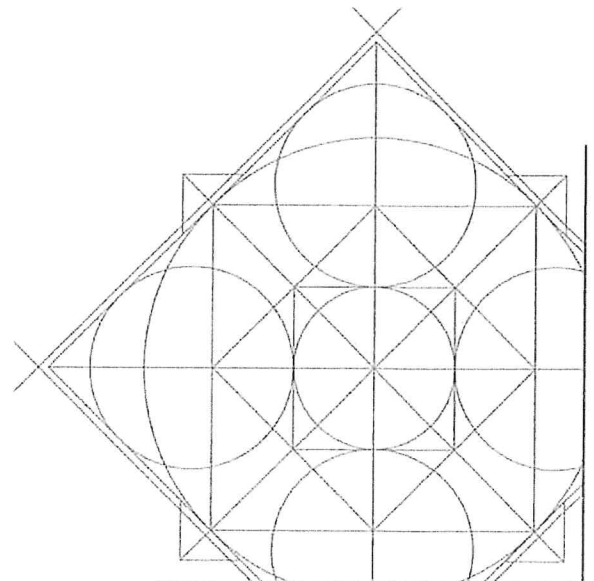
Jon S. Tresslar, P.E., P.L.S.  
Township Engineer

JST/MEG/cg

Enclosure

cc: Pat Briegel, Pocono Township

S:\2018\1831019\Documents\Correspondence\Letter 5-17-18 Keystone Payments.docx





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

May 08, 2018

Invoice No: 1800746

Patrick Briegel  
Pocono Township  
P.O. Box 197  
112 Township Drive  
Tannersville, PA 18372

Project	2018.00091	Pump Station Reverse Engineering
Task	01	Reverse Engineering

**Professional Personnel**

		Hours	Rate	Amount
Bahr, Adam	3/28/2018	10.00	105.00	1,050.00
Travel, reverse engineering Pump Station #5				
Bahr, Adam	3/29/2018	8.00	105.00	840.00
Reverse Engineering Pump Station #5				
Bahr, Adam	3/30/2018	6.50	105.00	682.50
Reverse Engineering Pump Station #4, travel.				
Bahr, Adam	4/2/2018	7.50	105.00	787.50
Creating a Reverse Engineered Drawing set for Pump Station #5				
Bahr, Adam	4/5/2018	4.00	105.00	420.00
Creating a Reverse Engineered Drawing set for Pump Station #5				
Bahr, Adam	4/6/2018	5.00	105.00	525.00
Creating a Reverse Engineered Drawing set for Pump Station #5				
Bahr, Adam	4/11/2018	9.00	105.00	945.00
Reverse Engineering Pump Station #3 & #2				
Bahr, Adam	4/12/2018	8.50	105.00	892.50
Reverse Engineering Pump Station #2 & #1				
Bahr, Adam	4/13/2018	6.00	105.00	630.00
Reverse Engineering Pump Station #1, and Revisiting Pump Stations 4 & 5, travel.				
Bahr, Adam	4/16/2018	5.50	105.00	577.50
Creating drawings for Pump Station #4 based on Reverse Engineering Site Visits				
Bahr, Adam	4/17/2018	6.50	105.00	682.50
Creating drawings for Pump Station #4 based on Reverse Engineering Site Visits				
Bahr, Adam	4/18/2018	1.00	105.00	105.00
Creating drawings for Pump Station #4 based on Reverse Engineering Site Visits				
Bahr, Adam	4/30/2018	6.00	105.00	630.00
Creating drawing set for Pump Station #3				
Bahr, Adam	5/1/2018	6.50	105.00	682.50
Creating drawing set for Pump Station #2				

Project	2018.00091	Pump Station Reverse Engineering	Invoice	1800746
Bahr, Adam	5/2/2018	5.00 105.00	525.00	
Creating drawing set for Pump Station #2				
Bahr, Adam	5/3/2018	2.50 105.00	262.50	
Creating drawing set for Pump Station #1				
Saulnier, Daniel	3/26/2018	1.50 120.00	180.00	
Creating spreadsheets for documenting PLC panels at Pocono Twp.				
Saulnier, Daniel	3/27/2018	1.00 120.00	120.00	
Project scheduling and coordination with Adam B.				
Saulnier, Daniel	3/28/2018	8.00 120.00	960.00	
Pump Station #5 wiring investigation and documentation				
Saulnier, Daniel	3/29/2018	8.00 120.00	960.00	
Pump Station #5 investigation and documentation				
Saulnier, Daniel	3/30/2018	8.00 120.00	960.00	
Pump Station #4 investigation and documentation.				
Saulnier, Daniel	4/2/2018	1.00 120.00	120.00	
Going over drawings with Adam				
Saulnier, Daniel	4/3/2018	1.00 120.00	120.00	
Review of drawings and report documents				
Saulnier, Daniel	4/5/2018	4.00 120.00	480.00	
Drafting report for PS4 and PS5				
Saulnier, Daniel	4/6/2018	2.00 120.00	240.00	
Finishing report for PS4 and 5 reviewed drawings with Adam				
Saulnier, Daniel	4/11/2018	8.00 120.00	960.00	
Reverse Engineering of PS 3				
Saulnier, Daniel	4/12/2018	8.00 120.00	960.00	
Reverse Engineering of PS 2				
Saulnier, Daniel	4/13/2018	8.00 120.00	960.00	
Reverse Engineering of PS1				
Saulnier, Daniel	4/16/2018	1.50 120.00	180.00	
Work on Report and drawings with Adam				
Saulnier, Daniel	4/17/2018	1.00 120.00	120.00	
Drawings and Report work				
Saulnier, Daniel	4/23/2018	1.00 120.00	120.00	
Revisit PS5 for additional pics				
Saulnier, Daniel	5/4/2018	1.00 120.00	120.00	
Reviwing Drawings from Adam B.				
Totals		160.50	17,797.50	
Total Labor				17,797.50
<b>Reimbursable Expenses</b>				
Travel - Reimbursable				
3/28/2018	Saulnier, Daniel	Mileage	14.66	
3/28/2018	Bahr, Adam	Mileage	44.51	
3/28/2018	Bahr, Adam	Tolls	4.47	
3/29/2018	Saulnier, Daniel	Mileage	7.90	
3/30/2018	Saulnier, Daniel	Mileage	7.14	
3/30/2018	Bahr, Adam	Mileage	44.51	
3/30/2018	Bahr, Adam	Tolls	4.47	
4/13/2018	Bahr, Adam		42.00	
4/13/2018	Bahr, Adam		4.47	
4/20/2018	Saulnier, Daniel	Mileage 4/11 - 4/13	78.03	
4/23/2018	Saulnier, Daniel	Mileage	21.56	
Lodging - Reimbursable				
3/30/2018	Bahr, Adam	Lodging	255.53	

Project	2018.00091	Pump Station Reverse Engineering	Invoice	1800746
4/13/2018	Bahr, Adam		413.93	
Meals - Reimbursable				
3/30/2018	Bahr, Adam	Per Diem for 2 Nights	115.00	
4/13/2018	Bahr, Adam		172.50	
Project Equipment Reimbursable				
4/19/2018	Saulnier, Daniel	Equipment	28.93	
	<b>Total Reimbursables</b>		<b>1,259.61</b>	<b>1,259.61</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		19,057.11	0.00	19,057.11
Limit				23,500.00
Remaining				4,442.89
			<b>Total this Task</b>	<b>\$19,057.11</b>

Task	02	Pressure Switches			
<b>Billing Amount</b>					
<b>Billing Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Prior Amount</b>	<b>Amount</b>	
Pressure Switches	7,500.00	75.00	0.00	5,625.00	
Total Fee	7,500.00		0.00	5,625.00	
		<b>Total Fee</b>			<b>5,625.00</b>
			<b>Total this Task</b>		<b>\$5,625.00</b>
			<b>Total this Invoice</b>		<b>\$24,682.11</b>

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

Email to: [pbrigel@poconopa.gov](mailto:pbrigel@poconopa.gov); [mgable@bjengineers.com](mailto:mgable@bjengineers.com); [dasure@poconopa.gov](mailto:dasure@poconopa.gov)



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

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

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

[www.bjengineers.com](http://www.bjengineers.com)

March 15, 2018

Ms. Donna Asure, Manager  
Pocono Township  
112 Township Drive  
P.O. Box 197  
Tannersville, PA 18372

**SUBJECT: RECOMMENDED IMPROVEMENTS AND REPAIRS  
SANITARY SEWER PUMP STATIONS  
POCONO TOWNSHIP SEWER SYSTEM  
PROJECT 1831019**

Dear Ms. Asure:

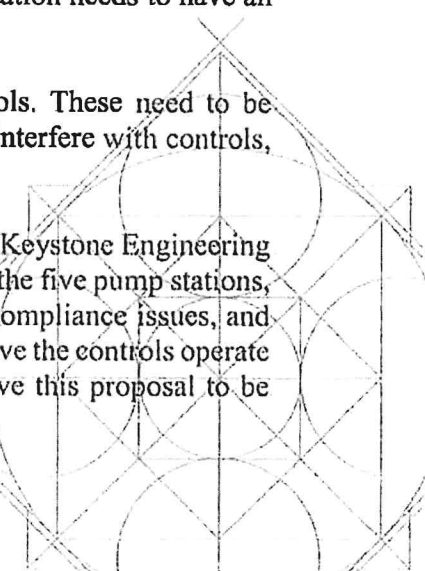
Over the past several weeks, failures at pump stations has brought to the forefront deficiencies in the electrical, mechanical, and monitoring systems at the five pumps stations. In various ways these deficiencies negatively affect the operation of the stations, and during emergencies make repairs difficult, time consuming and costly.

In 2015, T&M Associates prepared preliminary reports identifying electrical code non-compliance issues. The reports, while not specific, were referenced in the most recent Pact Two contract for repairs to the sewer system and did require Pact Two to take corrective action. That contract was terminated shortly after execution and no work was completed. Therefore, these concerns about deficiencies are not new, and we recommend the Board act now to address them.

In addition to Code violations, we identified inaccuracies in the wiring diagrams. Wiring diagrams on file do not reflect what is actually installed. As a result, making repairs, especially under emergency conditions, is very time consuming and difficult. Each pump station needs to have an accurate wiring diagram.

We have observed evidence of stray currents interfering with the controls. These need to be identified and eliminated. Left unchecked, these currents will continue to interfere with controls, could cause damage to equipment and possibly even a fire.

To address these concerns, we have asked the Township control consultant (Keystone Engineering Group) to provide a proposal to thoroughly investigate the wiring at each of the five pump stations, to develop new and accurate wiring diagrams, identify specific code non-compliance issues, and to recommend wiring changes to bring the stations into compliance and to have the controls operate properly. The not to exceed fee in their proposal is \$23,500. (We believe this proposal to be



Ms. Donna Asure  
March 15, 2018  
Page 2 of 2

reasonable as T&M's proposal for a similar scope (October 20, 2015) was \$36,100, and included Pump Stations 1 and 2, only). After Keystone's findings and recommendations, our preliminary expectation is the cost of repairs, re-wiring and control changes will be an additional \$12,000-\$15,000 for the physical improvements/corrections.

The air release valves at Valve Stations 1 and 2 and Pump Stations 4 and 5 operate via air compressors that are supposed to activate based on system pressures. Because there is no way of monitoring the interaction between the air release valves and the system, we can not tell if the air release valves are functioning or have failed. Keystone Engineering Group has provided a proposal to design and install a monitoring system for a fee of \$7,500.00. We recommend the Board approve this proposal.

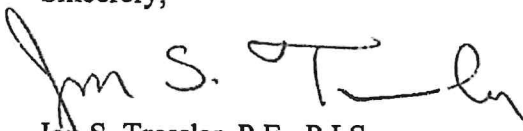
Each of the stations are equipped with mechanical floats to turn the pumps on and off. These floats are for back-up only in the event there is a failure in the electrical logic-based system. The floats are of poor quality, improperly installed and improperly wired to the pump controllers instead of directly to the pump drives. This situation was recently responsible for two failures at Pump Stations 2 and 3. We recommend the floats be replaced at all five pump stations and properly wired to the pump drives. We estimate the cost to be \$10,500.00 and have requested a quote from Brennan Electric to perform this work.

Recent events including system failures have brought these deficiencies to the forefront. We believe the Board should act now to prevent further failures which easily could be more serious than those just experienced. To summarize we project the total costs to be:

- |  |             |
|--|-------------|
| 1. Keystone Engineering Group consulting services to address wiring needs: | \$23,500.00 |
| 2. Wiring repairs (budgetary)  | \$15,000.00 |
| 3. Air release valve monitoring system by Keystone Engineering Group       | \$ 7,500.00 |
| 4. Float replacement (budgetary)   | \$10,500.00 |

We would be happy to discuss this further with the sewer committee, and/or at a workshop with the Board, if you believe that would be beneficial.

Sincerely,



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

JST/cg

cc: Pat Briegel



March 8, 2017

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

**Subject: Pocono Township  
Tannersville, PA  
Pump Station Wiring Investigation and Singer Valve Air Pressure Switch Installation  
Keystone Proposal No. 2018-0068**

## **1.0 INTRODUCTION**

Keystone Engineering Group is currently in the process of providing Pocono Township with a new Supervisory Control and Data Acquisition (SCADA) system for the five (5) Pump Stations and two (2) Valve Stations in their sewage collection system. Throughout the course of the project, it has been discovered that the existing documentation for the pump stations is inaccurate. As a result of this, troubleshooting various issues with the control panels has been difficult. Due to these difficulties, Pocono Township has asked Keystone Engineering Group to investigate the existing wiring at the Pump Stations and provide a new and accurate set of electrical wiring diagrams (EWDs) for each of the stations.

In addition to the Pump Station wiring investigation, Pocono Township and Boucher and James have asked Keystone to provide pricing to furnish and install four (4) pressure switches on the existing air compressor lines at Pump Station 5, Pump Station 4, Valve Station 1 and Valve Station 2. These lines are used for the operation of the existing Singer Valves.

This proposal is for the wiring investigation of five (5) pump stations as well as furnishing and installing four (4) pressure switches and incorporating them into Pocono Township's new SCADA system.

## **2.0 SCOPE OF WORK (FIELD INVESTIGATION)**

### **2.1 PANEL/FIELD WIRING INVESTIGATION**

Keystone Engineering will investigate each Pump Station's Pump Control Panel. We will document all wiring in the panel, and trace all controls-related field wiring to its origin. Keystone will take notes during the field wiring investigation to document our findings or recommendations throughout this phase of the project. Keystone will present these findings to Pocono Township and Boucher and James for their consideration.

Keystone has discussed with Pocono Township and Boucher and James that minor discrepancies in wiring or errors found throughout the investigation phase will be corrected if it is deemed that it will not cause any disruption to existing operations. Keystone will work closely with Pocono Township and Boucher and James to keep them informed of these instances as they arise.

### **2.2 ELEMENTARY WIRING DIAGRAMS**

Keystone will take the field drawings and notes generated from the investigation and create new Elementary Wiring Diagrams for Pocono Township. The drawings will be generated in AutoCad Electrical 2016, and show: the wiring inside the Pump Control Panel, IP addresses of the PLC, OIT, and Mguard devices, the I/O connected to the PLC and any other connected devices (i.e. floats). Keystone will provide hard copies of each of the pump stations' wiring diagrams to be put in the control panel. Digital files will also be provided to the Township.



### **3.0 SCOPE OF WORK (SINGER VALVE PRESSURE SWITCHES)**

#### **3.1 HARDWARE SUPPLY**

Keystone is proposing to provide the following equipment for the installation of pressure switches on the singer valve air lines.

(3) Normal Duty Enclosure Pressure Switches

(1) NEMA 4X Pressure Switch for Singer Valve Pit at Valve Station #1

(LOT) Copper Fittings for Installation of four (4) Pressure Switches

(LOT) Wire/Conduit to run wiring to PLC Panels

(LOT) Freight

#### **3.2 INSTALLATION & PROGRAMMING**

Keystone Engineering will install a pressure switch at Pump Station 5, Pump Station 4, Valve Station 1, and Valve Station 2 on the existing pressure lines connected to the air compressors and singer valves. We will run conduit and wiring at Pump Station 5, Pump Station 4, and Valve Station 2 from the new pressure switches to the PLC panels. Valve Station 1 already has conduit and wire from the PLC panel into the Singer Valve Pit.

Keystone will test the functionality of the switches and program the PLC to generate a singer valve low pressure alarm at the four locations described in this section. Keystone will update the existing OIT applications at the four sites to locally show the alarm. The HMI application will be upgraded to show the alarms and the Win-911 application will be configured to dial out these alarms to the appropriate operators.

### **4.0 BUSINESS CONDITIONS**

#### **4.1 COMPENSATION FOR PANEL/FIELD WIRING INVESTIGATION (SECTION 2.0)**

Keystone is proposing to provide the following services on a Time and Materials, Not to Exceed basis as follows:

2.1 PANEL/FIELD WIRING INVESTIGATION.....	T&M
2.2 ELEMENTARY WIRING DIAGRAMS.....	T&M
NOT TO EXCEED.....	\$ 23,500

Payment Terms are Net 30 with monthly billing.

#### **4.2 COMPENSATION SINGER VALVE PRESSURE SWITCHES (SECTION 3.0)**

Keystone is proposing to provide the following equipment and services on a lump sum basis.

3.1 EQUIPMENT SUPPLY	\$ 1,200
3.2 INSTALLATION & PROGRAMMING	\$ 6,300
<b>TOTAL</b>	<b>\$ 7,500</b>

Payment terms are Net 30 and will be billed monthly based on percent complete.

Keystone has made the following assumptions/exclusions:

- 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

**AUTHORIZATION TO PROCEED**

**ITEM 4.1**

**FIELD WIRING AND INVESTIGATION**

I have reviewed Keystone Engineering Group, Inc. Proposal No. 2018-0068, Item 4.1 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)

**AUTHORIZATION TO PROCEED**  
**ITEM 4.2**  
**SINGER VALVE PRESSURE SWITCHES**

I have reviewed Keystone Engineering Group, Inc. Proposal No. 2018-0068, Item 4.2 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. ("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 making written notice of its intention to do so, suspend services and refuse to release any documents or other records 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 amounts 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 a plan, whether paid for or contracted to prepare, and any other data stored electronically, shall be returned to KEYSTONE upon payment 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 retain.

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 unanticipated conditions or force majeure, such as fire, flood, war, strikes, unavailability of labor and materials, delays or defaults by suppliers of materials or services, project shutdown, act of God or of the public enemy or act 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 billable work is one (1) hour. All billable time is charged on a pro rata basis. The minimum time segment for charging office work is one-half (1/2) hour. Overruns are charged at one hundred fifty percent (150%) of regular rate unless otherwise specifically agreed upon in writing. Overruns are calculated any time billed by KEYSTONE exceeds one (1) hour per week.

2. Expenses which are reimbursable include travel and living expenses of personnel when away from the home office as business connected with the project, identifiable communication, reproduction and shipping costs, identifiable printing and photographic supplies, reproducible 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 given (7) days prior notice thereof has been received by KEYSTONE together with the payment and benefit and an opportunity for consultation has been given. If cancelled, a final invoice will be calculated on the day or 15th day of the month which contains 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 in 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-material, 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 in its own expense Workman's Compensation, Unemployment, Social Security, Medicare 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 the 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 claims, 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 duration of the contract.

12. KEYSTONE warrants that its work will be performed in accordance with generally accepted professional standards. Our services often require judgment which are not based upon exact science but rather, skilled judgment. We will use that degree of care and skill normally exercised 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 made for the benefit of the Client and its successors. It gives no right 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 patent 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 applications for approval or patent, KEYSTONE will endeavor to prepare any applications for any third parties or approval in accordance 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 applications will be complete or will conform to all applicable requirements. Clients during their correspondence regarding their applications for patent or approval 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 matters by KEYSTONE or information provided to by the Client.

KEYSTONE is not responsible for and the Client agrees to indemnify KEYSTONE from any loss, damage or liability arising from the negligence, act, errors, 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 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.

17. Neither Client nor KEYSTONE will assign, sublet, or transfer any right 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, equitable and equitable, that it is being entered into freely, voluntarily, and as a good faith and free agreement in and the result of an arm's length, undue influence, coercion, duressive 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.



**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](http://www.bjengineers.com)

May 14, 2018

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

**SUBJECT: PAYMENT APPLICATION NO. 8  
CONTROL VALVE REPLACEMENT PROJECT  
POCONO TOWNSHIP  
PROJECT NO. 1631006C**

Dear Ms. Asure:

Enclosed is Payment Application No. 8, submitted by The Milnes Company for the pay period through April 30, 2018. 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 4/3/18 to 4/30/18 included installation of valve systems, electrical systems and site improvements.

Based on our review of this request, we find the Contractor has completed work and materials having a value of Forty-Five Thousand, Sixty-Four Dollars and Forty-Five Cents (\$45,064.45). With the deduction of the ten percent (10%) retainage totaling \$4,506.45, we recommend the Contractor receive payment of **Forty Thousand, Five Hundred and Fifty-Eight Ten Dollars and One Cent (\$40,558.01)**. This brings the amount paid to date to \$280,526.36 and the amount retained to date to \$31,169.60.

It is noted that the contractor billed for 100 % of Change Order 6. Only an estimated 20% of the work has been completed and the payment application has been adjusted accordingly.

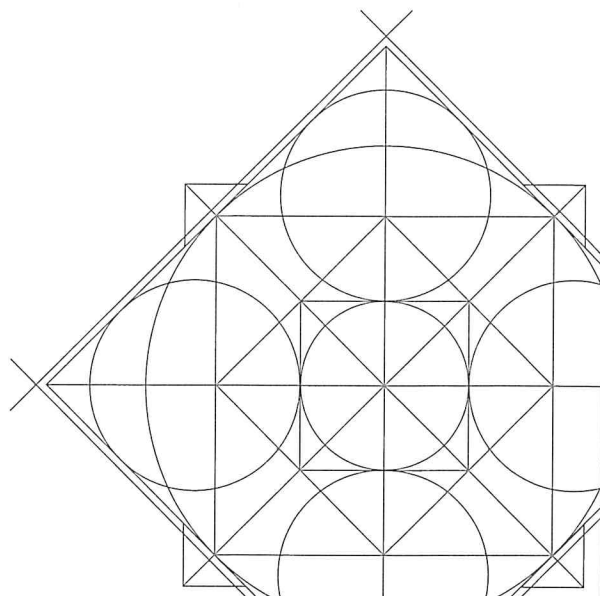
Sincerely,

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

JST/MG/cg

Enclosure: The Milnes Company Payment Application No. 8

cc: Pat Briegel, Pocono Township  
S:\2016\1631006C\Documents\Invoices\Milnes\Milnes.PayAppNo. 8.docx



# PAYMENT APPLICATION

Page 1

<b>TO:</b> Pocono Township 112 Township Drive Tannersville, PA 18372 Attn: Accounts Payable  <b>FROM:</b> The Milnes Co. 12 Fear Hill Road Tunkhannock, PA 18657  <b>FOR:</b> Force Main Control Valve Replacement	<b>PROJECT NAME AND LOCATION:</b> Force Main Control Valve Replacement #1631006  <b>ARCHITECT:</b> Boucher & James, Inc. 2738 Rimrock Drive Stroudsburg, PA 18360	<b>APPLICATION #</b> 8 <b>PERIOD THRU:</b> 04/30/2018 <b>PROJECT #s:</b>  <b>DATE OF CONTRACT:</b> 10/19/2017	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> 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	\$76,024.72
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$357,889.72
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$343,697.35
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$34,369.74
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$34,369.74
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$282,183.61
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$239,968.35
8. PAYMENT DUE	\$42,215.26
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$75,706.11

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$43,369.33	\$0.00
Total approved this month	\$32,655.39	\$0.00
TOTALS	\$76,024.72	\$0.00
NET CHANGES	\$76,024.72	

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: [Signature] Date: 5/8/18

State of: Pennsylvania  
County of: Wyoming  
Subscribed and sworn to before me this 8th day of May 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: [Signature]  
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 ..... 40,558.01

(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.)

ARCHITECT: [Signature] Date: 5/10/18

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.



# CONTINUATION PAGE

Page 2 of 3

PROJECT: Force Main Control Valve Replacement #1631006 APPLICATION #: 8  
 DATE OF APPLICATION: 05/08/2018  
 PERIOD THRU: 04/30/2018  
 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	\$8,621.00		\$4,310.50	\$0.00	\$12,931.50	75%	\$4,310.50		
4	Seal Leaks at Valve Pit 1	\$846.00	\$846.00		\$0.00	\$0.00	\$846.00	100%	\$0.00		
5	Install Power & Com Lines	\$10,030.00	\$7,021.00		\$501.50	\$0.00	\$7,522.50	75%	\$2,507.50		
6	Install New Control Valves	\$37,190.00	\$18,595.00		\$9,297.50	\$0.00	\$27,892.50	75%	\$9,297.50		
7	Install New Pressure Sensors	\$27,060.00	\$13,530.00		\$6,765.00	\$0.00	\$20,295.00	75%	\$6,765.00		
8	New 1" Conduits to Panel	\$34,026.00	\$34,026.00		\$0.00	\$0.00	\$34,026.00	100%	\$0.00		
9	Install New Vault Covers	\$28,082.00	\$26,678.00		\$0.00	\$0.00	\$26,678.00	95%	\$1,404.00		
10	New Hoist Systems	\$82,673.00	\$82,673.00		\$0.00	\$0.00	\$82,673.00	100%	\$0.00		
11	Valve Station 1 Electrical	\$26,419.00	\$23,777.00		\$0.00	\$0.00	\$23,777.00	90%	\$2,642.00		
12	Install 70 Ft HDPE Air Line	\$2,660.00	\$1,995.00		\$0.00	\$0.00	\$1,995.00	75%	\$665.00		
13	CO #1-Crane System Changes	\$14,230.00	\$14,230.00		\$0.00	\$0.00	\$14,230.00	100%	\$0.00		
14	CO #2-Dismantling Joints	\$20,273.83	\$10,137.00		\$5,068.37	\$0.00	\$15,205.37	75%	\$5,068.46		
15	CO #3-Relocate Iso Ring	\$8,865.50	\$8,865.50		\$0.00	\$0.00	\$8,865.50	100%	\$0.00		
16	CO #4-Security Fence	\$8,399.25	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$8,399.25		
SUB-TOTALS		\$333,633.58	\$266,631.50		\$25,942.87	\$0.00	\$292,574.37	88%	\$41,059.21		

CONTINUATION PAGE

## Page 3 of 3

### Force Main Control

Valve Replacement #1631006

8

05/08/2018

04/30/2018

A	B	C	D		E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		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	AMOUNT THIS PERIOD						
17	CO #5-Access Road/Vault Rev	\$21,954.39	\$0.00	\$18,661.23	\$0.00	\$18,661.23	85%	\$3,293.16		
18	CO #6-Asphalt Paving	\$2,301.75	\$0.00	\$2,301.75	\$0.00	<del>\$2,301.75</del> 460.35	100% 20%	\$0.00 1841.40		
TOTALS		\$357,889.72	\$266,631.50	<del>\$46,905.85</del> 45064.45	\$0.00	311,195.95 \$313,537.35	88%	46,193.72 <del>\$44,352.37</del>		

CHANGE  
ORDER

AIA DOCUMENT G701

OWNER ☐  
ENGINEER ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

PROJECT: CONTROL VALVE REPLACEMENT PROJECT  
CHANGE ORDER NUMBER: 4  
DATE: 4/24/2018  
ENGINEER'S PROJECT NO.: 1631006C  
TO CONTRACTOR: The Milnes Co., Inc.  
12 Frear Hill Road  
Tunkhannock, PA 18657  
CONTRACT DATE: 10/17/2017  
CONTRACT FOR: Control Valve Replacement Project

The Contract is changed as follows:  
Installation of security fence and gates

APPROVED: \_\_\_\_\_  
Boucher & James, Inc.

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum was	\$ 281,865.00
Net change by previously authorized Change orders	\$ 43,369.33
The Contract Sum prior to this Change order was	\$ 325,234.33
The Contract Sum will be Increased	
by this Change Order in the amount of	\$ 8,399.25
The new Contract Sum including this Change order will be	\$ 333,633.58

The Contract Time will be extended with substantial completion on May 25, 2018, Final Completion on June 1, 2018.  
The date of Substantial Completion as of the date of this Change Order therefore is 5/25/2018

Boucher & James, Inc.  
Engineer  
Address

BY [Signature]  
DATE 4/24/18

The Milnes Co., Inc.  
CONTRACTOR  
12 FREAR HILL ROAD  
Address  
TUNKHANNOCK, PA 18657

BY [Signature]  
DATE 5/1/18

Pocono Township  
OWNER  
112 Township Drive  
Address  
Tannersville, PA 18372

BY [Signature]  
DATE 4-30-18

CHANGE  
ORDER

AIA DOCUMENT G701

OWNER ☐  
ENGINEER ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

PROJECT: CONTROL VALVE REPLACEMENT PROJECT  
CHANGE ORDER NUMBER: 5  
DATE: 4/24/2018  
ENGINEER'S PROJECT NO.: 1631006C  
TO CONTRACTOR: The Milnes Co., Inc.  
12 Frear Hill Road  
Tunkhannock, PA 18657  
CONTRACT DATE: 10/17/2017  
CONTRACT FOR: Control Valve Replacement Project

The Contract is changed as follows:  
Access Road, test pit and valve vault revisions

APPROVED: \_\_\_\_\_  
Boucher & James, Inc.

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum was	\$ 281,865.00
Net change by previously authorized Change orders	\$ 51,768.58
The Contract Sum prior to this Change order was	\$ 333,633.58
The Contract Sum will be increased	
by this Change Order in the amount of	\$ 21,954.39
The new Contract Sum including this Change order will be	\$ 355,587.97

The Contract Time will be extend as follows

The date of Substantial Completion as of the date of this Change Order therefore is

5/25/2018

Boucher & James, Inc.  
Engineer

Address

BY [Signature]

DATE 4/27/18

The Milnes Co., Inc.  
CONTRACTOR  
12 FREAR HILL ROAD  
Address

TUNKHANNOCK, PA 18657

BY [Signature]

DATE 5/1/18

Pocono Township  
OWNER  
112 Township Drive  
Address

Tannersville, PA 18372

BY [Signature]

DATE 4.30.18

CHANGE  
ORDER

AIA DOCUMENT G701

OWNER ☐  
ENGINEER ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

PROJECT: CONTROL VALVE REPLACEMENT PROJECT  
CHANGE ORDER NUMBER: 6  
DATE: 4/24/2018  
ENGINEER'S PROJECT NO.: 1631006C  
TO CONTRACTOR: The Milnes Co., Inc.  
12 Frear Hill Road  
Tunkhannock, PA 18657  
CONTRACT DATE: 10/17/2017  
CONTRACT FOR: Control Valve Replacement Project

The Contract is changed as follows:  
Pavement removal and stabilization at Valve Station 2

APPROVED: \_\_\_\_\_  
Boucher & James, Inc.

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum was	\$ 281,865.00
Net change by previously authorized Change orders	\$ 73,722.97
The Contract Sum prior to this Change order was	\$ 355,587.97
The Contract Sum will be increased	
by this Change Order in the amount of	\$ 2,301.75
The new Contract Sum including this Change order will be	\$ 357,889.72

The Contract Time will not change

The date of Substantial Completion as of the date of this Change Order therefore is 5/25/2018

Boucher & James, Inc.  
Engineer

Address

BY [Signature]

DATE 4/24/18

The Milnes Co., Inc.  
CONTRACTOR

12 FREAR HILL ROAD

Address

TUNKHANNOCK, PA 18657

BY [Signature]

DATE 5/1/18

Pocono Township  
OWNER

112 Township Drive

Address

Tannersville, PA 18372

BY [Signature]

DATE 4.30.18

LAW OFFICES  
**BROUGHAL & DeVITO, L.L.P.**

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May 29, 2018

\*ALSO MEMBER NEW JERSEY BAR

**VIA REGULAR AND CERTIFIED  
MAIL – RETURN RECEIPT REQUESTED**

Mr. Robert Baxter  
1923 Route 940  
Pocono Pines, PA 18350

**Re: Gateway Equities, LLC - 2185 Route 611**

Dear Mr. Baxter:

My office serves as Solicitor for Pocono Township.

This letter is to inform you that at its April 30, 2018 meeting, the Pocono Township Board of Commissioners considered your request for an EDU reduction from 5 EDU's to 3 EDU's at your property located at 2185 Route 611. At that time, the Commissioners voted to deny your request for a reduction. This denial was based upon the various types of uses at the property, the current actual water usage and the fact that there are vacant rentals at the property.

Therefore, the required EDU's for your property will remain at 5. The Board of Commissioners require that you obtain a Sewer Connection Application from the Township office and that it be submitted to the Township within 30 days.

When you submit the Application, please include your payment for the required 5 EDU's at \$3,750.00 per EDU. Once payment is made and the Application approved, please commence the process to physically connect to the Pocono Township sewer system.

Further, you are currently in arrears for your monthly sewer user fees for the property which have been accruing. Our billing agent, BCRA, shows a delinquent balance of \$8,615.81 which is due immediately. Please make your payment at once to avoid any legal action against you to collect this money.

Mr. Robert Baxter  
May 29, 2018  
Page Two

Your prompt attention to this matter is requested. If you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Leo V. DeVito, Jr.', with a stylized, cursive script.

Leo V. DeVito, Jr.

LVDjr:klk

cc: Mrs. Donna Asure – Via Electronic Mail Only



Gateway Equities - (2185 Rt. 611 PINS: 12636404728002 & 12636404727183 Tax  
IDs: 12/11/1/21 & 12/11/1/24) D.ASURE, Twp. Manager, explained it is a  
multiunit commercial property, which has not connected to the sewer  
system. There are several vacancies in the commercial units due to a  
failing septic system. D.ASURE reviewed the past BCRA water usage records  
it qualifies for 5 EDUs.

R. WIELEBINSKI made a motion, seconded by J. LASTOWSKI, to not grant the  
request for an EDU reduction from 5 EDUs to 3 EDUs for Gateway Equities -  
(2185 Rt. 611) - Roll call vote: R. WIELEBINSKI, yes; J. LASTOWSKI, yes;  
and J. BELVIN, yes. Motion carried.

R. WIELEBINSKI made a motion seconded by J. LASTOWSKI, to mandate Gateway  
Equities (2185 Rt. 611) to connect to the Pocono Township Sewer System  
and authorize the Twp. Solicitor to send a letter mandating connection at  
the rate of \$3,750.00 each for 5 EDUs. Roll call vote: R. WIELEBINSKI,  
yes; J. LASTOWSKI, yes; and J. BELVIN, yes. Motion carried.