



## POCONO TOWNSHIP COMMISSIONERS

### AGENDA

March 19, 2018 7:00 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 –

Executive Session – March 14, 2018 – personnel

Executive Session – March 19, 2018 - personnel

Hearings –

Ordinance 2018-03 repealing Ordinance – 2018-01 – granting the request to vacate a portion of Wiscasset Lane (action item\*)

Ordinance 2018-04 considering the request to transfer a liquor license by the Dhavni Corporation to 2740 Route 611 (action item\*)

Presentations –

### **OLD BUSINESS**

1. Approve minutes of the March 14, 2018 Meeting of Board of Commissioners (action item\*)

### **NEW BUSINESS**

1. Personnel

2. Financial Transactions

- a. Ratify gross payroll for pay period ending March 11, 2018 in the amount of \$ 78,785.87 (action item\*)
- b. Approve vouchers payable received through March 16, 2018 in the amount of \$185,201.14 (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.

### **Report of the President**

- a. Motion to adopt Board of Commissioner Bylaws (action item\*)
- b. Motion to set policy on Work Session Minutes (action item\*)

### **Commissioners Comments**

Bob De Young – Vice President

Training - "Duties of the Planning Commission", sponsored by PATH (PA Training Hub) to be held on May 3, 2018 at Chateau Resort, with registration fee of \$50.00.

Harold Werkheiser – Commissioner

Rich Wielebinski – Commissioner

Jerrod Belvin – Commissioner  
COG Meeting Update

### **Reports**

- a. Emergency Service
  - i. Police
  - ii. EMS
  - iii. Fire
- b. Park Board
- c. Finance Committee
- d. Sewer Committee  
Kalahari
- e. Administration – Manager's Report
  - i. Motion to approve quote from Bayer-Barber in the amount of \$3,700 to perform GASB 75 audit. (action item\*)
  - ii. Motion to approve entering into agreement to lease a total of 3 copiers for township and police department with review by township solicitor of final documentation (action item\*)
  - iii. Motion to approve Enterprise Service Agreement with Vigilant Solutions for the License Plate Readers in two police vehicles for a term of one year in the amount of \$525 per Camera License Key. (action item\*)
- f. Public Works Report
  - i. Motion to Award Road Material bid to lowest qualified bidder on each item requested (action item\*)
  - ii. Motion to set sewer user fee reduction date (action item\*)
  - iii. Motion to approve new phone line with Verizon for SCADA system at a cost of \$31.66 per month plus taxes and fees (action item\*)
  - iv. Motion to rescind action to remove fuel tanks (action item\*)

(Action Item\*)

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- g. Township Engineer Report
  - i. Update Status Report on Sewer Redesign
  - ii. Update on Route 611 Sewer Line Relocation Work Update
  - iii. Update on Sanofi Sanitary Sewer Easement
  - iv. Update on enclosure for Valve Station #5
  - v. Update on White Oak Culvert replacement project
  - vi. Update on Fish Hill Road Storm System Notice of violation from MCCD (possible action item\*)
  - vii. Motion to approve recommended improvements and repairs to sanitary sewer pump stations in an amount up to \$56,500.00. (action item\*)
- h. Township Solicitor Report
  - i. Update on Exxon Monitoring Wells Agreement
  - ii. Motion to enter into agreement with Charles Vogt and authorize signing of Agreement and General Release (action item\*)
  - iii. Motion to grant request of developer for Section 5 Roads in Pocono Highland Estates (action item\*)

### **Resolutions**

### **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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**POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2018 – 03**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA REPEALING IN ITS ENTIRETY ORDINANCE NO. 2018-01, WHICH VACATED THAT SECTION OF WISCASSET AVENUE (TR-168-B), WHICH LIES BETWEEN THE EXISTING RIGHT-OF-WAY OF STATE ROUTE 0611 AND PROPERTY OWNED BY RUNNING LANE, LLC, IDENTIFIED BY MONROE COUNTY TAX CODE NO. 12/11/1/10 AND PIN NO. 12636404744153**

**WHEREAS**, the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania (the “Township”) upon Petition of Running Lane, LLC, enacted Ordinance No. 2018-01 on February 20, 2018, which Ordinance vacated a section of Wiscasset Avenue (TR-168-B) which lies between the existing right-of-way of State Route 0611 and property owned by Running Lane, LLC, identified by Monroe County Tax Code No. 12/11/1/10 and PIN No. 12636404744153; and

**WHEREAS**, the Board of Commissioners of the Township believe that it would be in the best interests of the Township and the residents of the Township that Ordinance No. 2018-01 be repealed in its entirety.

**NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED AND ENACTED** by the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania that Ordinance No. 2018-01, vacating a section of Wiscasset Avenue (TR-168-B) which lies between the existing right-of-way of State Route 0611 and property owned by Running Lane, LLC, identified by Monroe County Tax Code No. 12/11/1/10 and PIN No. 12636404744153, is hereby repealed in its entirety. This Ordinance shall be effective immediately after enactment.

**ENACTED AND ORDAINED** this 19<sup>th</sup> of March, 2018.

**ATTEST:**

**TOWNSHIP OF POCONO  
MONROE COUNTY**

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**PAMELA TRIPUS**  
**Township Secretary**

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**GERALD LASTOWSKI**  
**President, Board of Commissioners**

Norris  
McLaughlin  
& Marcus, P.A.  
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February 28, 2018

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

RE: Request for Intermunicipal Liquor License Transfer  
My Client: Dhanvi Corporation  
Site Location: 2740 PA 611, Tannersville, PA 18372

Dear Ms. Asure:

Please consider this correspondence as my client's request for an intermunicipal transfer of liquor license into Pocono Township at the above location, pursuant to 47 P.S. § 4-461(b.3). Under this statute, please note that a public hearing must be held by the municipal governing body for the purpose of receiving comments and recommendations of interested individuals residing within the municipality relative to my client's application. Pursuant to the Liquor Code, notice of the hearing must be published once each week for two successive weeks in a newspaper of general circulation in the municipality. Further, such notices must state the time and place of the hearing and the matter to be considered at the hearing. The first publication shall not be more than 30 days before the date of the hearing and the second publication shall not be less than seven (7) days before the date of the hearing.

In addition, Township Commissioners must render a decision within 45 days of the request. In my experience, the hearings have been conducted as a legislative forum to ascertain whether moving the license into the Township at a particular location would adversely affect the welfare, health, peace and morals of the municipality. Typically, the hearings have not been specially listed at their own dates and times, but have been specially listed agenda items on dates of regular Township business. Further, the hearings have been conducted as the first order of business or immediately before the regular meeting.

The proposed site is located at 2740 PA Route 611, Tannersville, PA 18372. I understand this site is zoned commercial, and I welcome Township Commissioners to review



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Donna Asure, Township Manager  
February 28, 2018  
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zoning records in this regard. My client is currently operating a cigar and tobacco shop at this site and intends to add take-out beer service. In addition, should you have any questions, concerns, or would like a summary of my client's proposal (which we intend to present at the hearing with plans), please do not hesitate to contact me. Lastly, attached is a copy of the proposed Resolution approving the transfer.

Please forward the Township's statement for services rendered and costs incurred. We will promptly attend to the payment of that invoice upon our receipt of the same.

By copy of this correspondence, we are providing notice of our proposed intermunicipal transfer of liquor license to Leo V. DeVito, Jr., Township Solicitor.

Thank you for your time and consideration.

Respectfully,



THEODORE J. ZELLER III

TJZ:rds

Enclosure

cc: Leo V. DeVito, Jr., Esquire (via e-mail - leodevito@broughal-devito.com)  
Ms. Payal Patel (via e-mail - panthifamily2@gmail.com)

**ORDINANCE NO. 2018-04**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE INTERMUNICIPAL TRANSFER OF A RESTAURANT LIQUOR LICENSE NO. R-18213 INTO POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA FROM PRICE TOWNSHIP, MONROE COUNTY, PENNSYLVANIA, PURSUANT TO THE PENNSYLVANIA LIQUOR CODE.**

**WHEREAS**, Act 141 of 2000 (the "Act"), which amends the Commonwealth's Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the intermunicipal transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code if, as in Pocono Township, Monroe County, Pennsylvania, sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

**WHEREAS**, amendments to the Liquor Code stipulate that, prior to adoption of an ordinance by the receiving municipality, at least one public hearing be held for the purpose of permitting interested parties to state their concerns regarding the transfer of liquor license into the receiving municipality; and

**WHEREAS**, an application for transfer filed under the act must contain a copy of the Ordinance adopted by the municipality approving the transfer of liquor license into the municipality; and

**WHEREAS**, the Board of Commissioners of Pocono Township, Monroe County have held a public hearing to receive comments on the proposed liquor license transfer and, after consideration of the issues, finds that the intermunicipal transfer of restaurant liquor license No. R-18213 in Pocono Township, Monroe County, Pennsylvania, will not be detrimental to the



health, welfare, peace and morals of Pocono Township, Monroe County, Pennsylvania, or its residents; and

**WHEREAS**, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, pursuant to the Pennsylvania Liquor Code, 47 P.S. 4-461, as amended, hereby ordains and enacts the following ordinance:

**BE IT ENACTED AND ORDAINED**, by the Commissioners of Pocono Township, Monroe County, Pennsylvania, wherein, it is hereby enacted and ordained by the authority of same, and pursuant to the authority granted to the Board of Commissioners by the Legislature of the Commonwealth of Pennsylvania and the "First Class Township Code", as amended, of the Commonwealth of Pennsylvania, as follows:

**SECTION 1. APPROVAL OF INTERMUNICIPAL TRANSFER OF LIQUOR**

**LICENSE.** The request by Dhanvi Corporation to transfer Liquor License No. R-18213 to Dhanvi Corporation, to their facilities located at 2740 PA Route 611, Pocono Township, Monroe County, PA 18372, is hereby approved.

**SECTION 2. REPEALER.** All ordinances and parts of ordinances inconsistent herewith be, and the same hereby are, repealed.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be effective five (5) days after its adoption by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania.

**ENACTED AND ORDAINED** at a regular meeting of the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania on this 19<sup>th</sup> day of March, 2018.

**ATTEST:**

**BOARD OF COMMISSIONERS,  
POCONO TOWNSHIP, MONROE  
COUNTY, PENNSYLVANIA**

**By: \_\_\_\_\_**  
**PAMELA TRIPUS**  
**Secretary**

**By: \_\_\_\_\_**  
**GERALD LASTOWSKI**  
**President**

POCONO TOWNSHIP BOARD OF COMMISSIONERS

SPECIAL MEETING MINUTES

MARCH 14<sup>th</sup>, 2018 6:00 P.M.

DRAFT

The Special meeting of the Pocono Township Commissioners was held on Tuesday, 03/14/2018 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, Solicitor, Broughal & DeVito; Donna Asure, Township Manager; and Pamela Tripus, Township Secretary, were present.

**PUBLIC COMMENT:**

Change in Public Comments - L. DeVito, Twp. Solicitor, noted he had received some inquiries from Twp. residents concerning the decision to limit public comment to the beginning and end of the public meetings. As a follow up to his prior research, he reached out to the author of the Solicitor's Handbook, published by DCED, who wrote the section and the solicitor agreed the Township's policy is in compliance with the Sunshine Act. L. DeVito remains of the opinion the way public comment is being handled within the Township, is compliant with the express terms of the Sunshine Act.

Ramona Shupp, Twp. resident, commented on the Pocono Record article. She spoke against the change in public comment.

Christopher Ortolan, Twp. resident, commented on the change of public comments. He felt the Township residents should be allowed to comment during the agenda items discussion.

Christopher Ortolan, Twp. resident, questioned why the Township did not hire an additional road department employee. He suggested the Board be more proactive on hiring the staff needed for the road department.

Ellen Gndt, Twp. resident, noted she sent an email to the Twp. Manager, concerning the agenda items. She had questions concerning the by-laws, Sec. A. - 'remarks and comments can be allowed at the discretion of the President'. She requested the definition of the comment and that it be taken out of the by-laws.

E. Gndt - commented on Sec. B - Posted and Final Agenda - D. Asure, Twp. Manager, noted she had responded to E. Gndt's email and explained if it is not on the posted draft agenda, the public would be allowed to comment on the agenda item.

L. DeVito, Twp. Solicitor, noted if something is ambiguous on the posted agenda, the public can request additional information from the Board during Public Comment.

E. Gndt, Twp. resident, commented on J. Lastowski's interview on Channel 13.

## PUBLIC COMMENT CONT:

E. Gndt, Twp. resident, questioned if any action would be taken on the Act 457 plan. D. Asure, Twp. Manager, stated it is on the agenda for a board report on the meeting.

E. Gndt, Twp. resident, questioned the Exxon Pumps. L. DeVito, explained he spoke to Jon Tresslar, Twp. Engineer, and the problem is with one tank and not the other and that is reason Exxon continues to operate.

E. Gndt, Twp. resident, asked if answer was received on the defined benefit plan being taxable or non-taxable. D. Asure explained Attorney Jacobs found the pension is non-taxable. L. DeVito, Twp. Solicitor, noted it was only for one officer's pension.

## ANNOUNCEMENTS:

Declaration of Disaster Winter Storm Riley

J. Belvin a motion, seconded by J. Lastowski, to ratify the Disaster Declarations for Winter Storm Riley on March 2<sup>nd</sup>, and Winter Storm 'Quinn' on March 7<sup>th</sup>, 2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Recognition of Storm Assistance - J. Lastowski, noted it was tough for the Township and he wanted to recognize the persons and organizations that helped during the winter storms.

Jerrold Belvin - Emergency Management Coordinator

Pocono Township Road crew

Pocono Township Police Department

Rodney Wolfe and St. Luke's for the warming shelter and food

Brad Harrison and Pocono Township Volunteer Fire Company

Pocono Township Fire Auxiliary for food

Nyles and Ryan Possinger for generators

Tom Hartman and his crew of electricians

Dave Moyer - Possinger and Moyer

Tony Farda and his staff at Road Runner Gas Station

Exxon Station, Bartonsville Truck Stop for working with the Township for gas

Mike Tripus for his assistance with the generator

All Township residents for getting through the storm

J. Lastowski thanked Donna Asure for her work during the storms.

Jerrold Belvin thanked Angela Tullo, who manned the kitchen at the Fire Company for the emergency service people, road crew and persons at the warming station, during both storms. He thanked all the people who helped during the Winter storms to bring help to all the residents in need.

1) Executive Session - February 26<sup>th</sup>, 2018 - negotiations and personnel

2) Executive Session - March 13<sup>th</sup>, 2018 - personnel

**PRESENTATIONS**

MCTA - Peggy Howarth, Executive Director MCTA, and Wayne Mazur, MCTA. Peggy Howarth explained the history of Monroe County Transit Authority (MCTA) and requested the Township accept the dedication of MCTA Drive. She noted two other businesses share MCTA drive - F.J. Hess and the future Hotel will share the MCTA drive. Discussion followed on the opening of Flute Road into Scotrun Estates, future expansion of the CNG (Gas) line to MCTA, future use of Enforcer Lane, and the future plans for the vacant land owned by MCTA. J. Lastowski requested the Township Manager reach out to Jon Tresslar, Twp. Engineer to discuss the steps necessary to dedicate the road.

**MINUTES:**

J. Belvin made a motion, seconded by R. Wielebinski, to approve the regular Board of Commissioner meeting minutes of 02/20/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

**NEW BUSINESS:**

Personnel - No discussion.

**FINANCIAL TRANSACTIONS**

R. Wielebinski a motion, seconded by J. Belvin, to ratify vouchers payable received through March 8<sup>th</sup>, 2018 in the amount of \$49,816.22. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to ratify gross payroll totaling \$73,902.25 for payroll ending 02/25/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Belvin made a motion, seconded by J. Lastowski, to approve vouchers payable received through 03/08/2018 totaling \$52,291.89. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

D. Asure noted there was a reduction in the posted bills list due to a duplication of an invoice - once by actual invoice and once by credit card. J. Lastowski noted since the change was not on the posted agenda public comment was allowed.

R. Wielebinski made a motion, seconded by J. Belvin, to ratify Capital expenditures received through 03/08/2018 in the amount of \$39,634.00. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

DRAFT

**TRAVEL AUTHORIZATION:**

R. Wielebinski made a motion, seconded by J. Belvin, to ratify travel of Earl Ackerman to Lehigh Township Police Department, Walnutport, PA, March 5<sup>th</sup> through March 9<sup>th</sup>, 2018 for Front Line Supervisors Training sponsored by Penn State for a cost of \$715.00 registration fee. 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 approve travel of James Wagner to Washington Twp. Police Department, Northampton County, March 19<sup>th</sup>, 2018 for Cellular Technology Training for a cost of \$100.00 registration fee. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Lastowski made a motion, seconded by J. Belvin, to ratify travel for Commissioner Richard Wielebinski to PSATS Boot Camp, February 24<sup>th</sup>, 2018, Comfort Inn on Montage Mountain, Scranton including reimbursement of registration fee of \$149.00 and mileage. L. DeVito recommended that it be place on the next agenda since a full complement of the Board was not present. J. Lastowski withdrew his motion, J. Belvin withdrew his second. No action taken.

R. Wielebinski made a motion, seconded by J. Belvin, to approve Training (online) for Paola Razzaq, through Government Finance Officers Association as follows -

1. Presentation of the Capital Budget - March 28<sup>th</sup>, 2018 - \$85.00
2. Governmental fund financial Statements and Budgetary Reporting - April 18<sup>th</sup>, 2018.
3. Government-wide Financial Statements - May 23<sup>rd</sup>, 2018 - \$85.00

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

**REPORT OF THE PRESIDENT:**

Board of Commissioners Bylaws - R. Wielebinski made a motion, seconded by J. Belvin, to table the Board of Commissioners Bylaws. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Policy for work session minutes - L. DeVito, Twp. Solicitor, noted minutes require those present, comments from the public and any formal action. In regards to workshop minutes, since not formal action is taken, time, date, those present, a note 'no action taken', and public comment are require. Discussion followed. J. Belvin made a motion, seconded by R. Wielebinski, to adopt the following policy for work session minutes to include bullet items discussed, date, time, those present and public comment and noting 'no action taken at the meeting'. L. DeVito recommended that it be place on the next agenda since a full complement of the Board was not present. J. Belvin withdrew his motion and R. Wielebinski withdrew his second. No action taken.

DRAFT

**REPORT OF THE COMMISSIONERS:**

Bob DeYoung, Vice President - Absent

Harold Werkheiser, Commissioner - Absent

Richard Wielebinski, Commissioner

Dangerous Structures

2765 Rt. 611 - R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Zoning Officer to send a Notice of Violation to the landowner for the dangerous structures located at 2765 Route 611, Tannersville, Pa.

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

Lot 1, Rt. 611, Swiftwater - R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Zoning Officer to send the notice of violation to the property owners of the dangerous structure located at Lot #1, Route 611, Swiftwater, Pa. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

38 Pinnacle Way, Tannersville, tenant complaint - L. DeVito, Twp. Solicitor, worked with Mike Tripus, Zoning Officer, to draft and send a letter to the property owner to enter into the building to inspect.

Jerrold Belvin, Commissioner

Emergency Management Report - J. Belvin explained a 'hotwash' meeting was held this morning, with all Department heads involved in Winter Storm Riley and Quinn, to put together an after action report. It should be completed for the next meeting.

**REPORTS:**

Finance Committee - R. Wielebinski noted a meeting was held with Nationwide (457 Plan) to discuss the plan and benefits for Townships employees who participate.

Sewer Committee - Kalahari - J. Lastowski noted the next meeting will be held a week from Friday.

Administration - Manager's Report -

Underground Storage Tank removal application submitted to DEP - D. Asure reported a letter has been sent to DEP notifying of the intent to remove the tanks. R. Wielebinski explained the tanks are old, but not leaking. He suggested that they wait until a determination for the buildings is made. Discussion followed.

J. Lastowski directed D. Asure to place the Underground Storage Tank on the next agenda.

D. Asure explained she spoke to the generator company for quotes for long term rental. There will be a monthly charge with an hourly rate when used. Mr. Hartman, Hartman Electric, will come to the Township and evaluate what size generator the Township needs. J. Lastowski noted \$125,000 for a generator, has been in the budget for two years.

PEMA Letter acknowledging Jerrod Belvin as EMC was received.

Agreement with MCCD/Kettle Creek for programs at Mountain View Park -

J. Lastowski made a motion, seconded by J. Belvin, to enter into an agreement with Monroe County Conservation District/Kettle Creek to provide various programs at Mountain View Park this summer. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Copier Quotes - D. Asure has been meeting with copier companies. She is comparing the cost and should have a recommendation by next meeting.

Township Treasurer - R. Wielebinski made a motion, seconded by J. Belvin, to appoint Frank Cefali as Township Treasurer at a rate of \$140.00 per hour on an as needed basis.

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

Christine Brodsky

J. Lastowski made a motion, seconded by R. Wielebinski, to increase the hourly rate of Christine Brodsky to \$17.60 per hour effective 01/17/2018 as required by the Public Works CBA (80% of the lowest paid Public Works collective bargaining unit employee. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Paola Razzag

R. Wielebinski made a motion, seconded by J. Belvin, to make Paola Razzag fulltime bookkeeper effective 04/02/2018 at her current rate of \$18.00 per hour. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Lastowski requested D. Asure explain the need for additional staff time. D. Asure, Twp. Manager, explained the Township is an extremely busy office and the additional man-hours will help to get the back log of work done on a daily basis. J. Lastowski note they are working on the Public Works contract and hope to have a decision soon for at Public works supervisor.

Stroudsburg Borough request for assistance

R. Wielebinski made a motion, seconded by J. Belvin, to approve the request from Stroudsburg Borough for assistance of the Pocono Township Fire Police on March 18<sup>th</sup>, May 20<sup>th</sup>, and November 4<sup>th</sup>, 2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.



DRAFT

**PUBLIC WORKS REPORT:**Spring and Fall Cleanup

R. Wielebinski made a motion, seconded by J. Lastowski, to set the dates for Spring Cleanup as May 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>, Fall Cleanup as September 27<sup>th</sup>, 28<sup>th</sup>, and 29<sup>th</sup> and to approve utilizing Waste Management as the lowest quote received at \$100.00 per dumpster, \$275.00 hauling fee and \$75.00 per ton disposal fee. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

**TOWNSHIP ENGINEER REPORT:** Since Jon Tresslar, Twp. Engineer was absent D. Asure, Twp. Manager noted the two items for action.

1) Schlier Construction Escrow release - J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the reduction of the Schlier Construction Escrow in the amount of \$226,892.70 as recommended in the Twp. Engineer's letter dated 02/26/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

2) Payment Application #6 - Milnes Company

J. Belvin made a motion, seconded by R. Wielebinski, to approved Payment Application #6 to The Milnes Company for the control valve replacement project in the amount of \$94,301.10 as recommended by the Twp. Engineer in his letter dated 03/08/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Lastowski requested D. Asure to reach out to Jon Tresslar to review the MCTA request.

**TOWNSHIP SOLICITOR REPORT:**

- a) Exxon Monitoring Wells Agreement - L. DeVito, Twp. Solicitor, noted he had sent the proposed agreement to Mr. Lopresti and is waiting for his response.

**RESOLUTIONS AND ORDINANCES**

Resolution 2018-34 -Escalator Clause. D. Asure, Twp. Manager, noted she worked with Jeffry Roback, PennDOT, to prepare the bid and he recommended the escalator clause be included.

J. Belvin made a motion, seconded by J. Lastowski, to adopt Resolution 2018-34 - providing for an escalator clause for bituminous materials under PennDOT publication 408, which is included in the Township bid for Road Materials. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Resolution 2018-35 - Conditional Approval of Simpson Lot Line Adjustment - R. Wielebinski made a motion, seconded by J. Belvin, to adopt Resolution 2018-35 granting conditional approval of the Simpson Lot Line Adjustment. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

DRAFT

Resolution 2018-36 - Conditional Approval of Crossings Outlet Mall Final Land Development Plan - Deanne Schmoyer, Borton-Lawson, Inc. represented the plan and explained it was for changes to the maintenance building landscaping and curbing. R. Wielebinski made a motion, seconded by J. Belvin, to adopt Resolution 2018-36 - Conditional Approval of Crossing Outlet Mall Final Land Development Plan. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Resolution 2018-37 - Amending Resolution 2013-10 - J. Belvin made a motion, seconded by J. Lastowski, to adopt Resolution 2013-37 - Amending Resolution 2013-10 to reduce the sewer user rates for sewer customers to \$88.54 per EDU per month, reducing cost from \$104.17 per EDU per month. R. Wielebinski questioned if PFM was consulted concerning the reduced rate. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Effective date for Resolution 2018-37 - R. Wielebinski questioned when BCRA would reduce the rate. Discussion followed. J. Belvin made the motion, seconded by J. Lastowski to set the effective date for Resolution 2018-37 as 02/01/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

**PUBLIC COMMENT:**

Ellen Gndt, Twp. Resident, commented on the 2016 by-laws and the allowing public comment. L. DeVito noted the Board is working as quickly as possible to resolving the issue of public comment and by-laws.

Jake Singer, Twp. Resident, questioned concerning hiring for the Public Works Department. J. Belvin noted the Board is working on attracting new employees.

Maxine Turbolski, commented on the clearing of her road (Pippin Way).

Jake Singer, Twp. Resident, noted the Road Department did a good job during the snow storms.

Ellen Gndt, Twp. Resident, comment on the Road Department's union wage rate.

**ADJOURNMENT INTO EXECUTIVE SESSION**

R. Wielebinski made a motion, seconded by J. Lastowski, to adjourn the meeting into executive session at 8:05 p.m., until 03/19/2018 at 7:00 p.m., at the Pocono Township Municipal Building, Tannersville, PA. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

**POCONO TOWNSHIP**  
**Monday, March 19, 2018**

**SUMMARY**

**Ratify**

General Fund	\$	78,785.87
Sewer Operating	\$	-
Sewer Construction	\$	-
Capital Reserve	\$	-

**Bill List**

TOTAL General Fund	\$	96,143.18
TOTAL Sewer <u>OPERATING</u> Fund	\$	88,397.96
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	660.00
TOTAL Capital Reserve Fund	\$	-

**Budget Adjustments**

\$	-
----	---

**Budget Appropriations**

\$	-
----	---

**Notes:**

**POCONO TOWNSHIP CHECK LISTING**  
**RATIFY**  
**Monday, March 19, 2018**

<u>General Fund</u>	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Payroll	03/16/2018			Pay 5 2018	78,785.87
General Expenditures					
				TOTAL PAYROLL	<u>\$78,785.87</u>
<b>Sewer Operating Fund</b>					
				TOTAL General Fund Bills	<u>\$ -</u>
<b>Sewer Construction Fund</b>					
					<u>\$ -</u>
<b>Capital Reserve Fund</b>					
				TOTAL Sewer Construction Fund	<u>\$ -</u>
				TOTAL Capital Reserve Fund	<u>\$ -</u>
<b>TOTAL General Fund</b>					
<b>TOTAL Sewer Operating</b>					
<b>TOTAL Sewer Construction</b>					
<b>Total Capital Reserve</b>					
				Transferred by:	
				<u>\$78,785.87</u>	

Authorized by: \_\_\_\_\_

# POCONO TOWNSHIP CHECK LISTING

## Monday, March 19, 2018

General Fund	Date	Check	Vendor	Memo	Amount
	03/08/2018	56824	Asure, Donna	Meeting/Batteries Storm Riley	\$ 230.75
	03/16/2018	56855	AFLAC	Supplemental Insurance	\$ 431.92
	03/16/2018	56856	Acroprint Time Recorder Co.	February 2018 Fee service for Time Clocks	\$ 119.00
	03/16/2018	56857	Best Auto Service Center	Police Vehicle Repairs	\$ 2,351.49
	03/16/2018	56858	Brodhead Creek Regional Authority	Sewer	\$ 210.07
	03/16/2018	56859	Broughal & DeVito, L.L.P.	Legal	\$ 5,777.78
	03/16/2018	56860	Cardmember Service	Amazon Membership	\$ 12.99
	03/16/2018	56861	Cyphers Truck Parts	Stock/Truck Light	\$ 45.99
	03/16/2018	56862	Cardmember Service	MS Licenses/Acrottime/PSATS/Storm Riley Expenses	\$ 2,496.13
	03/16/2018	56863	D.G. Nicholas Co.	Parts/Supplies	\$ 674.87
	03/16/2018	56864	DES	Recycling	\$ 24.00
	03/16/2018	56865	Donna Kenderdine Reporting	Running Lane Road Vacation	\$ 100.00
	03/16/2018	56866	Flamm, Walton Heimback & Lamm, PC	Legal	\$ 2,964.50
	03/16/2018	56867	Francis Smith & Sons Inc	UST Operator	\$ 250.00
	03/16/2018	56868	HUNTER KEYSTONE PETERBILT	Truck repairs	\$ 1,960.32
	03/16/2018	56869	Medico Industries, Inc.	Wilkie Road Excavator Pickup and Delivery	\$ 595.00
	03/16/2018	56870	Nauman Mechanical Inc.	Police Department - Heat	\$ 89.00
	03/16/2018	56871	Network Fleet	GSP Service	\$ 325.45
	03/16/2018	56872	Orion	Fuses	\$ 1,998.40
	03/16/2018	56873	Otto, Jamie Lynn	Cleaning - 4 weeks	\$ 1,100.00
	03/16/2018	56874	Paige Company	Storage Boxes	\$ 414.00
	03/16/2018	56875	PAPCO, Inc.	Gas/Diesel	\$ 2,326.70
	03/16/2018	56876	PMHIC	Health Insurance - April	\$ 58,543.45
	03/16/2018	56877	Pocono Management Associates LLC	Contracted Services - 03/05 to 03/11/2018	\$ 2,164.07
	03/16/2018	56878	Pocono Record	Advertising	\$ 213.45
	03/16/2018	56879	Signal Service, Inc.	Maintenance Contract	\$ 4,250.00
	03/16/2018	56880	Stadium International Trucks	Truck repairs	\$ 634.24
	03/16/2018	56881	Staples Business Credit	Office Supplies - Twp.	\$ 538.61
	03/16/2018	56882	Tulpehocken Mountain Spring Water Inc	Water	\$ 100.80
	03/16/2018	56883	UNIFIRST Corporation	Carpets/Uniforms	\$ 70.49
	03/16/2018	56884	Verizon Wireless	Phone services	\$ 718.46
	03/16/2018	56885	Wilson Products Compressed Gas Co.	Supplies	\$ 6.75

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
03/16/2018	56886	Cardmember Service	Filters/Gas - Snow Emergency/Promotion items	\$ 1,397.96
03/16/2018	56887	Monroe County Treasurer	Tax bills mailings	\$ 2,792.54
03/16/2018	56888	P & D Emergency Services	Remove equipment	\$ 214.00
<b>Sewer Operating Fund</b>				<b>TOTAL General Fund \$ 96,143.18</b>
03/16/2018	2100	BLUE RIDGE COMMUNICATIONS	Service 3/12-04/11	\$ 121.34
03/16/2018	2101	BRODHEAD CREEK REGIONAL AUTHORITY	SEWAGE TREATMENT APRIL 2018	\$ 84,015.00
03/16/2018	2102	BROUGHAL & DEVITO, L.L.P.	Township sewer matters Feb 2018	\$ 285.00
03/16/2018	2103	PA One Call System, Inc	Sewer Mapping	\$ 75.87
03/16/2018	2104	Pocono Management Associates LLC	contracted services 3/5/2018 - 3/11/2018	\$ 1,464.91
03/16/2018	2105	PPL Electric Utilities	Sewer electric	\$ 670.84
03/16/2018	2107	Prosser Laboratories	PA One Call Marking	\$ 1,765.00
<b>Sewer Construction Fund</b>				<b>TOTAL Sewer Operating \$ 88,397.96</b>
03/16/2018	251	Brennan Electric/Want To Inc	Sewer Valve Project 1631006C / Invoice 5	\$ 660.00
<b>Capital Reserve Fund</b>				<b>TOTAL Sewer Construction Fund \$ 660.00</b>
<b>ESSA</b>				<b>TOTAL Capital Reserve Fund \$ -</b>

TOTAL General Fund \$ 96,143.18  
 TOTAL Sewer Construction Fund \$ 660.00  
 TOTAL ESSA TRANSFER \$ 96,803.18 Transferred by:

**Wayne Bank**  
 Sewer Operating \$ 88,397.96  
 Capital Reserve \$ -  
 TOTAL WAYNE TRANSFER \$ 88,397.96  
 Authorized by:

## **SECTION 1 – PURPOSE AND AUTHORIZATION**

The name of the board shall be the "Board of Commissioners of Pocono Township" (the Board). The Board shall have all the rights, powers and duties respectively conferred upon Board of Commissioners pursuant to the Pennsylvania statutes, as amended, that govern townships of the first class.

## **SECTION 2 – OFFICE OF THE BOARD**

The office of the Board shall be the Municipal Building where the Board records will be maintained. All correspondence shall be addressed to the Board c/o the Township Manager, 112 Township Drive, Tannersville, PA 18372. Copies of all agendas, minutes and resolutions of the Board shall be filed or recorded with the Secretary.

## **SECTION 3 – OFFICERS**

- A. At the organizational meeting, the Board shall elect one commissioner as President and one commissioner as Vice-President. The Board shall promptly fill any officer vacancies.
- B. The President shall:
  - i. Preside over all Board meetings
  - ii. Vote on all motions
  - iii. Sign and execute documents as authorized by the Board
  - iv. Serve as the ceremonial representative of the Township for various functions which may be delegated as deemed appropriate

## **SECTION 4 – BOARD MEETINGS**

- A. The Board shall hold regular meetings at 7:00pm on the first and third Monday of every month, except when the Municipal Building is closed due to public holiday or some other reason. In the event of such a scheduling conflict, an alternative meeting date may be scheduled by the Board. All meetings of the Board are open to the public, as required by the Pennsylvania General Statutes, unless otherwise specified.
- B. The Township Secretary will provide the board with draft meeting minutes within five (5) business days of the meeting. The draft minutes will be clearly marked as "DRAFT" and will not become official until the Board votes to approve them at a subsequent meeting. If the Board makes any changes in the draft minutes prior to the vote, the meeting minutes will be corrected to reflect the changes without strike through or redline before being marked final and placed in the meeting minute's book as the official minutes for that meeting.
- C. From time to time, at the Board's discretion, public workshops will be held to provide the Board the opportunity to discuss major events or projects in order to prepare for a vote at a regular or special meeting. Workshops are open to the public and will not include

voting or ruling on any matters. The public may comment as provided for in Section 6.A below.

- D. The Board may hold special meetings which will be advertised and follow all procedures as outlined for Board Meetings.
- E. At the request of the Board, the Township Manager, Solicitor, Engineer, and Secretary shall participate in discussions at meetings.
- F. Commissioners may participate and vote via speakerphone, however technology may limit the total number per meeting. The Commissioners must be able to hear the meeting discussions and the audience must be able to hear the Commissioner(s) participating by phone.
- G. The Board shall fill appointments and vacancies in appointed boards and Commissions as they occur. Individuals interested in appointment or reappointment shall ~~fill out an application and submit it~~ submit a letter of interest to the Township Manager, listing qualifications for appointment and any other pertinent information. ~~along with any other requested information, to the Board.~~ The Board shall review all letters of interest and may conduct interviews and appoint individuals by a majority vote.

## **SECTION 5 – ORDER OF BUSINESS**

- A. The agenda for all regular meetings of the Board shall include, but is not limited to, the regular items listed as follows:
  - 1. Open Meeting
  - 2. Pledge of Allegiance
  - 3. Roll Call
  - 4. Public Comment – agenda and non-agenda matters
  - 5. Announcements
  - 6. Hearings
  - 7. Presentations
  - 8. Old Business – such as approval of minutes
  - 9. New Business – such as personnel, financial transactions, travel
  - 10. Report of the President
  - 11. Commissioners comments
  - 12. Reports
  - 13. Ordinances and Resolutions
  - 14. Public Comment
  - 15. Executive Session (if necessary)
  - 16. Adjournment
- B. All Commissioners and staff members shall submit their requested agenda items to the Township Manager no later than the Thursday preceding the scheduled meeting at noon. A draft agenda and supporting materials for regular meetings shall be prepared by the Township Manager and forwarded to the Board for review and comment no later than 4:30pm on Thursday. The draft agenda will reflect changes requested by the



Board members. The final draft agenda will be posted to the website with the assistance of township staff by the close of business on Friday prior to each meeting. The board will not add agenda items during any meeting, unless it would work an undue hardship, or is a life or safety emergency.

## **SECTION 6 – PUBLIC PARTICIPATION**

- A. The Public comment section of the order of business shall be that portion of the board meeting during which the public may address the board for no more than five (5) minutes per individual. The Board shall accept all public comment at beginning and end of meeting as noted on agenda. All questions or comments shall be directed to the Board President and shall not be directed to staff or invited guests. Further remarks or questions by the public may be allowed at the discretion of the President. The President reserves the right to end public participation at any meeting if it becomes clear that the Board will not be able to conduct its business in a timely manner.
- B. In the event that the Board entertains a motion, not noted on the ~~posted or final~~ draft agenda posted to the website, the Public will have the opportunity to comment or ask a question after the motion has been made and seconded, but prior to the Board taking a vote.

## **SECTION 7 – COMMITTEES**

- A. The Board shall appoint Commissioners to committees.
- B. There shall be a standing Finance committee consisting of two Commissioners who shall meet from time to time to review and make recommendations on all matters relating to the budget, financing, annual audit, and processing of payments.
- C. The Board may appoint other such committees as may be deemed necessary or desirable. Any committee so appointed shall have the duties or responsibilities assigned to it at the time of appointment.
- D. Committees may have non-voting members of the public as part of the committee.
- E. No Commissioner shall be excluded from attending any Township meeting convened for the purpose of discussion Township matters.

## **SECTION 8 – AMENDMENTS**

These bylaws may be amended from time to time as deemed necessary or desirable by the Board by majority vote.

## **SECTION 9 – QUORUM**

A quorum shall consist of three (3) members of the Board.

## **SECTION 10 – ROBERT’S RULES OF ORDER**

The most recent version of the Robert’s Rules of Order shall be the authority in all matters of parliamentary procedure not otherwise stated in these bylaws. The Board shall elect a parliamentarian to enforce these rules.



PA TRAINING HUB – FOR MUNICIPAL LEARNING

**COURSE REGISTRATION FORM**

**PERSONAL INFORMATION:**

First and Last Name \_\_\_\_\_  
Organization/Business \_\_\_\_\_  
Position/Title \_\_\_\_\_  
Name you would like printed on your name-tag (nickname) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_ Country \_\_\_\_\_  
Daytime Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Evening Phone ( ) \_\_\_\_\_ - \_\_\_\_\_  
Fax ( ) \_\_\_\_\_ - \_\_\_\_\_ E-mail Address \_\_\_\_\_  
Do you have any accessibility or dietary requirements needs? \_\_\_\_\_

**COURSE INFORMATION:**

Course Title Duties of the Planning Commission  
Course Date May 3, 2018  
Course Location Chateau Resort & Conference Center, 475 Camelback Road, Tannersville, PA 18372  
Registration Fee \$50

**SELECT YOUR METHOD OF PAYMENT:**

☐ Invoice ☐ Check No: \_\_\_\_\_ (check made payable to PATH)  
☐ Credit Card Circle One: MasterCard Visa Discover American Express  
Credit Card No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Security Code: \_\_\_\_\_  
Name on Card: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Total Enclosed \$ \_\_\_\_\_

Return to:

**PATH**  
**bfeidt@pml.org**  
**414 N 2<sup>nd</sup> Street**  
**Harrisburg, PA 17101**  
**Phone (717) 236-9469**  
**Fax (717) 724-1663**

# BEYER-BARBER COMPANY

1136 HAMILTON STREET, SUITE 103  
ALLENTOWN, PENNSYLVANIA 18101

PHONE 610-435-9577  
FAX 610-435-2663  
www.beyerbarber.com

February 16, 2018

Ms. Donna M. Asure, Township Manager  
Pocono Township  
PO Box 197  
112 Township Drive  
Tannersville, PA 18372

RE: GASB Statement 75 Other Post-Employment Benefit Obligations

Dear Ms. Asure,

You advised Beyer-Barber Company that the Township is interested in early implementation of GASB 75 liability disclosure of post-employment benefits other than pension. As we have stated, in addition to a number of additional reporting requirements compared to GASB 45, GASB 75 also requires a new actuarial valuation performed every two years. Previously, under GASB 45, the Township was required to have a new valuation every three years.

To prepare the calendar year (CY) 2017 GASB 75 Liability Disclosure valuation, we are quoting a price of \$3,700. This price includes the full valuation for the Township's 2017 financials, as well as values for your 2018 financials. The 2018 values will be appropriate only if no significant changes occur to the plan with respect to benefits, eligibility requirements or size of the participant group. If any of these described changes do occur, then a full actuarial valuation may be required for fiscal year 2018.

If you are interested in having us move forward on the preparation of the GASB 75 Liability Disclosure, we request that you sign the bottom of this letter and return it to us. Once we receive your approval, we will send you a very detailed data request asking for all the information, data and clarification that is necessary to perform this valuation.

If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



Lynn C. Cornish  
Lead Actuarial Analyst  
Health & Welfare Department

Acceptance of Proposal: \_\_\_\_\_  
Signature of Authorized Representative

Date of Acceptance: \_\_\_\_\_



Employee Benefit and Actuarial Consultants



FROM  
Access Office Technologies Sales  
Team  
Access Office Technologies  
1192 West Main St  
Stroudsburg, PA 18360  
www.accessoe.com  
PHONE  
570-421-0648

FOR  
Pocono Township  
TO  
Dee Ackerman

QUOTE NUMBER  
110  
DATE  
March 7, 2018  
VALID UNTIL  
June 3, 2018 at 3:23pm  
[Download PDF](#)

**Kyocera 2552ci MFP Costars Quote 48 Month \$1.00  
Buyout Lease (Pocono Township)  
With Stand Alone Staple Finisher - 270 Sheet Dual Scan  
Document Feeder**

**Taskalfa 2552ci 25/25 B/W-Color/MFP**

5,407.00

270 Sheet Dual Scan Document Feeder

x 2

2 X 500 Sheet Paper Trays

10,814.00

Stand Alone Staple Finisher w/attachment kit

Cabinet/Stand

Print

Scan

Fax

Surge Protector

TASKalfa 2552ci Spec Sheet\_FNL\_June 2016

**Total Monthly Costs (48 Month \$1.00 Buyout Lease)**

B&W VOLUME = 7,954 COLOR VOLUME = 1,311

Equipment Monthly = \$270.35 (2 each machines)

B&W Service = \$55.68

Color Service = \$59.00 (estimated)

TOTAL MONTHLY COST = \$385.03

Hardware Maintenance B-W & Color 2-2018

**LEASE OPTIONS (One time documentation fee \$75.00)**

48 Month \$1.00 Buyout = \$270.35/Month

**\*Pricing Includes delivery, installation and training for term of the agreement.**

**\*Unlimited IT Installation & Configuration (Print/Scan) Support for MFP's installation only. Must have network configuration information provided by Township Network Administrator if needed to support installation.**



FROM  
Access Office Technologies Sales  
Team  
Access Office Technologies  
1192 West Main St  
Stroudsburg, PA 18360  
www.accessoe.com  
PHONE  
570-421-0648

FOR  
Pocono Township  
TO  
Dee Ackerman

QUOTE NUMBER  
109  
DATE  
March 7, 2018  
VALID UNTIL  
June 3, 2018 at 1:53pm  
[Download PDF](#)

**Kyocera 2552ci MFP Costars Quote 48 Month \$1.00  
Buyout Lease (Pocono Twsp Police Dept.)  
With Stand Alone Staple Finisher - 270 Sheet Dual Scan  
Document Feeder**

**Taskalfa 2552ci 25/25 B/W-Color/MFP**

5,407.00  
x 1  
5,407.00

270 Sheet Dual Scan Document Feeder  
2 X 500 Sheet Paper Trays  
Stand Alone Finisher w/ attachment kit  
Cabinet/Stand  
Print  
Scan  
Fax  
Surge Protector

TASKalfa 2552ci Spec Sheet\_FNL\_June 2016

**Total Monthly Costs (48 Month \$1.00 Buyout Lease)**

B&W VOLUME = 4,356 COLOR VOLUME = 1,157  
Equipment Monthly = \$135.18  
B&W Service = \$30.49  
Color Service = \$52.07 (estimated)  
TOTAL MONTHLY COST = \$217.74

Hardware Maintenance B-W & Color 2-2018

**LEASE OPTIONS (One time documentation fee \$75.00)**

48 Month \$1.00 Buyout = \$135.18/Month

**\*Pricing includes delivery, installation and training for term of the agreement.**

**\*Unlimited IT Installation & Configuration (Print/Scan) Support for MFP's Installation only. Must have network configuration information provided by Township Network Administrator if needed to support installation.**

# FINANCIAL DETAILS - NON PROFIT (CoStars)

## Monthly Investment Includes:

(3) Sharp MX 2630N

Includes connect to network for network printing and full color scanning

Delivery, Setup and Installation

Training

Monthly Investment		
		63 Month Lease
(3) Sharp MX 2630		\$ 569 month
<b>Maintenance</b> Covers all parts, labor, drums, preventative maintenance and toner supplies. Includes 3,000 Full Color and 12,500 B&W per Month \$ .0089 for B&W .061 for Full Color		
*CPC includes, service parts, service labor, service travel and toner. (does not include paper and staples)		

**Proposed Investment:**

<b>Purchase Price:</b>	<b>\$15,938.18 (For all 3 Machines)</b>
<b>Equipment Lease (48 month, \$1 buyout, Lease)*:</b>	<b>\$428.88 / month (For all 3 Machines)</b>
<b>Maintenance Agreement** (For all 3 Machines combined)</b> <ul style="list-style-type: none"> <li>○ Includes 12,000 B &amp; W pages per month; overages will be charged at \$0.0105 per page.</li> <li>○ Includes 2,400 Color pages per month; overages will be charged at 0.070 per page.</li> </ul>	<b>\$126.00 / month (For all 3 Machines)</b>  <b>\$168.00 /month (For all 3 Machines)</b>

*\$722.88/month*

- \*\*Maintenance and Supplies includes everything except paper & staples. Maintenance will be billed quarterly. Lower cost per page rates available with a higher contracted volume.
- Stratix Systems will remove and shipback current units at no charge

**Quote Valid for 30 Days from the Date of Proposal**







Model Quoted	Model Description	36 Month \$1 Buyout	48 Month \$1 Buyout	60 Month \$1 Buyout
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**Township Building - Department #1 - 28 PPM MFP - Optimum range up to 9,000 pages per month**

BH C287	Konica Color Copier/Printer/Scanner with 2 x 500 Paper Trays	\$ 82.61	\$ 64.50	\$ 53.69
DF 628	Automatic Document Feeder	\$ 15.59	\$ 12.17	\$ 10.13
DK 514	Cabinet/Stand	\$ 4.16	\$ 3.25	\$ 2.71
FK 513	Network Fax Option	\$ 17.15	\$ 13.40	\$ 11.15
FS 534	50 Sheet External Finisher	\$ 25.62	\$ 20.00	\$ 16.65
MK-603	Attaches External Finisher to Mainframe	\$ 1.70	\$ 1.33	\$ 1.10
<b>Total Sale Amount</b>		<b>\$ 146.83</b>	<b>\$ 114.65</b>	<b>\$ 95.43</b>

**Township Building - Department #2 - 28 PPM MFP - Optimum range up to 9,000 pages per month**

BH C287	Konica Color Copier/Printer/Scanner with 2 x 500 Paper Trays	\$ 82.61	\$ 64.50	\$ 53.69
DF 628	Automatic Document Feeder	\$ 15.59	\$ 12.17	\$ 10.13
DK 514	Cabinet/Stand	\$ 4.16	\$ 3.25	\$ 2.71
FK 513	Network Fax Option	\$ 17.15	\$ 13.40	\$ 11.15
FS 534	50 Sheet External Finisher	\$ 25.62	\$ 20.00	\$ 16.65
MK-603	Attaches External Finisher to Mainframe	\$ 1.70	\$ 1.33	\$ 1.10
<b>Total Sale Amount</b>		<b>\$ 146.83</b>	<b>\$ 114.65</b>	<b>\$ 95.43</b>

**Police Department - 28 PPM MFP - Optimum range up to 9,000 pages per month**

BH C287	Konica Color Copier/Printer/Scanner with 2 x 500 Paper Trays	\$ 82.61	\$ 64.50	\$ 53.69
DF 628	Automatic Document Feeder	\$ 15.59	\$ 12.17	\$ 10.13
DK 514	Cabinet/Stand	\$ 4.16	\$ 3.25	\$ 2.71
FK 513	Network Fax Option	\$ 17.15	\$ 13.40	\$ 11.15
FS 534	50 Sheet External Finisher	\$ 25.62	\$ 20.00	\$ 16.65
MK-603	Attaches External Finisher to Mainframe	\$ 1.70	\$ 1.33	\$ 1.10
<b>Total Sale Amount</b>		<b>\$ 146.83</b>	<b>\$ 114.65</b>	<b>\$ 95.43</b>

<b>Total Lease Payment for all Three Konica Bizhub C287 MFP's</b>	<b>\$ 440.49</b>	<b>\$ 343.96</b>	<b>\$ 286.30</b>
<b>Total Lease Payment for all Three MFP's over course of lease term</b>	<b>\$ 15,857.69</b>	<b>\$ 16,509.90</b>	<b>\$ 17,177.98</b>

**Service and Supply Contract -**

Service Agreement bills quarterly at your actual usage. Each Black and White page bills at \$0.0093 and \$0.043 for Color.
Agreement includes all parts, labor, and toner. Excludes paper and staples.

**Please note:**

- #1. Monthly payment is for equipment only and is based on a "0" down, \$1 Purchase lease (tax exempt).
- #2. DLL Lease Agreement requires a \$75.00 one-time filing fee.
- #3. Price includes delivery, installation and training for the term of the agreement.
- #4. Agreement includes 5 hours of IT Service Support.
- #5. If the existing Lanier needs to be returned to the leasing company Topp will return it at no additional charge.



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_ by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and \_\_\_\_\_, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at \_\_\_\_\_ ("Affiliate").

**WHEREAS**, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

**WHEREAS**, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

**WHEREAS**, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

**THEREFORE**, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

### I. Definitions:

**"CJIS Security Policy"** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**"CLK" or "Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

**"Commercial LPR Data"** refers to LPR data collected by private sources and available on LEARN with a paid subscription.

**"Criminal Justice Information Services Division" or "CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

**"Effective Date"** means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.



**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

**"LEA LPR Data"** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

**"Service Fee"** means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

**"Service Package"** means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

**"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

**"Software Products"** means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

**"Technical Support Agents"** means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

**"Users"** refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.



### III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

### IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of



merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

#### V. **Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

#### VI. **Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

#### VII. **Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.



B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

#### **VIII. Data Sharing, Access and Security.**

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

#### **IX. Ownership and use of Commercial LPR Data and LEA LPR Data.**

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

#### **X. Loss of Data, Irregularities and Recovery.**

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

#### **XI. Data Retention and Redundancy.**

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

#### **XII. Account Access.**

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

### **XIII. Service Package, Fees and Payment Provisions.**

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application



**Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:**

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. **Service Fee.** Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule	
Tier	Annual Fee
ILP Tier 1 (Option # 2)	\$14,995.00
ILP Tier 2 (Option # 2)	\$34,495.00
ILP Tier 3 (Option # 2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)	
5,000 Images	\$750.00





Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is \_\_\_\_ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, or (ii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

#### XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.



E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time



to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<b>Vigilant Solutions, LLC</b> Attn: Sales Administration 2021 Las Positas Court - Suite # 101 Livermore, CA 94551	<b>Affiliate:</b> _____ <b>Attn:</b> _____ <b>Address:</b> _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Affiliate Organization: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## Enterprise Service Agreement

### Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M3RE	<b>ILP Mobile Bundle for Agencies of Up to 100 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- One (1) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 5,000 images</li></ul>
VS-ILP-2M3RE	<b>ILP Mobile Bundle for Agencies of 101 to 200 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Two (2) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 20,000 images</li></ul>
VS-ILP-3M3RE	<b>ILP Mobile Bundle for Agencies of 201 to 500 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Three (3) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 50,000 images</li></ul>
VS-ILP-4M3RE	<b>ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Four (4) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 75,000 images</li></ul>



<b>VS-ILP-5M3RE</b>	<b>ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Five (5) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 100,000 images</li></ul>
<b>VS-ILP-6M3RE</b>	<b>ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn</b> Includes: <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Five (5) 3-camera mobile LPR system</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 200,000 images</li></ul>

## **2018 Road Materials Bid Results**

### **ATTACHMENT A**

#### **#1 - 3,000 Ton Da, DBA, Crushed Stone**

Bidder	Unit Price		Unit Price Delivered	Total
	FOB	Total (2x6)		
Eureka Stone	\$6.00	\$18,000.00	\$9.57	\$28,710.00
Locust Ridge Quarry	\$7.59	\$22,770.00	\$13.42	\$40,260.00

#### **#2 500 Ton- Cold Patch, QPR High Performance**

Bidder	Unit Price		Unit Price Delivered	Total
	FOB	Total (2x6)		
Eureka Stone	\$115.00	\$57,500.00		
Locust Ridge Quarry	\$131.00	\$65,500.00	\$136.83	\$68,415.00

#### **#3 200 Ton #57, 2B, 3/4" Crushed Stone**

Bidder	Unit Price		Unit Price Delivered	Total
	FOB	Total (2x6)		
Eureka Stone	\$9.25	\$1,850.00	\$12.82	\$2,564.00
Locust Ridge Quarry	\$9.95	\$1,990.00	\$15.78	\$3,156.00

#### **#4 - 500 Ton Surge**

Bidder	Unit Price		Unit Price Delivered	Total
	FOB	Total (2x6)		
Eureka Stone	\$9.75	\$4,875.00	\$13.32	\$6,660.00
Locust Ridge Quarry	\$12.00	\$6,000.00	\$18.58	\$9,290.00

#### **#5 - 500 Ton, #8, 1B, 3/8" Crushed Stone**

Bidder	Unit Price		Unit Price Delivered	Total
	FOB	Total (2x6)		
Eureka Stone	\$14.00	\$7,000.00	\$17.57	\$8,785.00
Locust Ridge Quarry	\$15.25	\$7,625.00	\$21.08	\$10,540.00



**#6 - 500 Ton #1 Balast, 2-4" Crushed Stone**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	\$9.00	\$4,500.00	\$12.57	\$6,285.00
Locust Ridge Quarry	\$9.90	\$4,950.00	\$15.73	\$7,865.00

**#7 - 500 Ton - 2RC**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	\$6.00	\$3,000.00	\$9.57	\$4,785.00
Locust Ridge Quarry	\$7.59	\$3,795.00	\$13.42	\$6,710.00

**#8 - 500 Ton #3**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	NA	NA	NA	NA
Locust Ridge Quarry	\$9.90	\$4,950.00	\$15.73	\$7,865.00

**#9 - 50 Ton Gabion**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	NA	NA	NA	NA
Locust Ridge Quarry	\$14.00	\$700.00	\$20.58	\$1,029.00

**#10 - 200 Ton R-3**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	\$10.50	\$2,100.00	\$14.07	\$2,814.00
Locust Ridge Quarry	\$14.00	\$2,800.00	\$19.83	\$3,966.00

**#11 - 200 Ton R-4**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	\$12.55	\$2,510.00	\$16.12	\$3,224.00
Locust Ridge Quarry	\$14.00	\$2,800.00	\$20.58	\$4,116.00

**#12 - 200 Ton - R-5**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	N/A	N/A	N/A	N/A
Locust Ridge Quarry	\$20.00	\$4,000.00	\$28.83	\$5,766.00

**#13 - 200 Ton - R-6**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	N/A	N/A	N/A	N/A
Locust Ridge Quarry	\$20.00	\$4,000.00	\$28.83	\$5,766.00

**#14 - 200 Ton - R-7**

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	N/A	N/A	N/A	N/A
Locust Ridge Quarry	\$21.00	\$4,200.00	\$31.33	\$6,266.00

**#15 - 500 Ton - Asphalt 9.5mm 0.0<0.3\*\***

	Unit Price			
Bidder	FOB	Total (2x6)	Unit Price Delivered	Total
Eureka Stone	\$50.70	25,350.00	50.70 + \$82/hr	\$82/hr
Locust Ridge Quarry	\$53.50	\$26,750.00	\$61.00	\$30,500.00

**#16 - 500 Ton - Asphalt 19mm 0.0<0.3\*\***

Bidder	Unit Price		Total (2x6)	Unit Price Delivered	Total
	FOB				
Eureka Stone	45.61		22,805.00	45.61 + \$82/hr	\$82/hr
Locust Ridge Quarry	\$49.00		\$24,500.00	\$56.50	\$28,250.00

**#17 - 500 Ton - Asphalt 25mm 0.0<0.3\*\***

Bidder	Unit Price		Total (2x6)	Unit Price Delivered	Total
	FOB				
Eureka Stone	41.39		20,695.00	41.39 + \$82/hr	\$82/hr
Locust Ridge Quarry	\$46.00		\$23,000.00	\$53.50	\$26,750.00

**Bidder**

**Eureka Stone**

**\*\*Based on March AC Index of \$447**

**Locust Ridge**

**Quarry**

**\*\* Escalation/de-escalation applies@ 447.00**

**\* red highlight designates lowest bidder**

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2018 - 37

A RESOLUTION OF THE POCONO TOWNSHIP BOARD OF  
COMMISSIONERS AMENDING RESOLUTION NO. 2013-10 TO  
REDUCE THE USER CHARGE

WHEREAS, the Board of Supervisors of Pocono Township adopted Resolution 2013-10 on May 21, 2013, which Resolution established certain user charges associated with the Township's sewer system; and

WHEREAS, Resolution 2013-10 was amended by Resolution No. 2013-23, adopted on September 17, 2013; Resolution No. 2017-29, adopted on July 20, 2017; and Resolution No. 201747, adopted on September 20, 2017; and

WHEREAS, the Board of Commissioners of Pocono Township desires to further amend Resolution 2013-10 to reduce the user charge identified on Schedule 1.

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

1. Section I of Schedule 1 attached to Resolution No. 2013-10 is hereby amended to read as follows:

"1. Periodic rate for public sewer service

User Charge:

\$1,062.50\* per annum, payable at the rate of \$88.54.EDU per monthly billing period.

\*Unless otherwise established by written agreement.

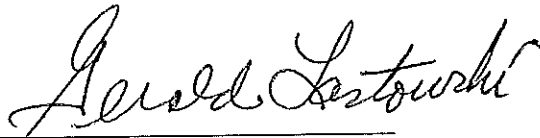
2. If any sentence, clause, section or part of this Resolution is for any reason determined by a court of competent jurisdiction to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any remaining provisions, sentences, clauses, sections, or parts of this Resolution, and this Resolution shall be construed and enforced as if such unconstitutional, illegal or invalid provision had not been contained herein, as it is hereby declared as the intent of the Board of Commissioners that such remainder shall be and shall remain in full force and effect.

3. Except as amended herein, all remaining provisions of Resolution No. 2013-10, as amended by Resolution No. 2013-23, Resolution No. 2017-29 and Resolution No. 2017-47, shall remain in full force and effect.

**ADOPTED AND APPROVED** this 14<sup>th</sup> day of March, 2018 at a regular public meeting.

ATTEST:

Township of Pocono  
Board of Commissioners

A handwritten signature in cursive script, reading "Gerald Lastowski", written over a horizontal line.

\_\_\_\_\_  
Print Name: Pamela Tripus  
Title: Township Secretary

\_\_\_\_\_  
Print Name: Gerald Lastowski  
Title: President

## Donna Asure

---

**From:** Patrick Briegel  
**Sent:** Monday, March 12, 2018 3:35 PM  
**To:** Donna Asure  
**Cc:** Robert DeYoung; Richard Wielebinski; Gerald Lastowski; Harold Werkheiser; Jerrod Belvin  
**Subject:** FW: Please review your Verizon Business Quote - PA11354700628

Donna,

As explained, per Mike Gable the Township requires a separate, dedicated line to provide connectivity between our HMI and various pump/valve station communications.

Below is a quote for the line. Once we authorize Verizon to proceed, they will schedule installation (currently, Ms. Toms estimated about a week out). Time is of the essence, as this line is necessary for the proper operation of the collection system.

Please advise.

Thanks.  
Patrick

**From:** sharon.l.toms@verizon.com <sharon.l.toms@verizon.com>  
**Sent:** Monday, March 12, 2018 3:27 PM  
**To:** Patrick Briegel <pbriegel@poconopa.gov>  
**Subject:** Fw: Please review your Verizon Business Quote - PA11354700628

Hello Patrick ,

It was a pleasure to help you!

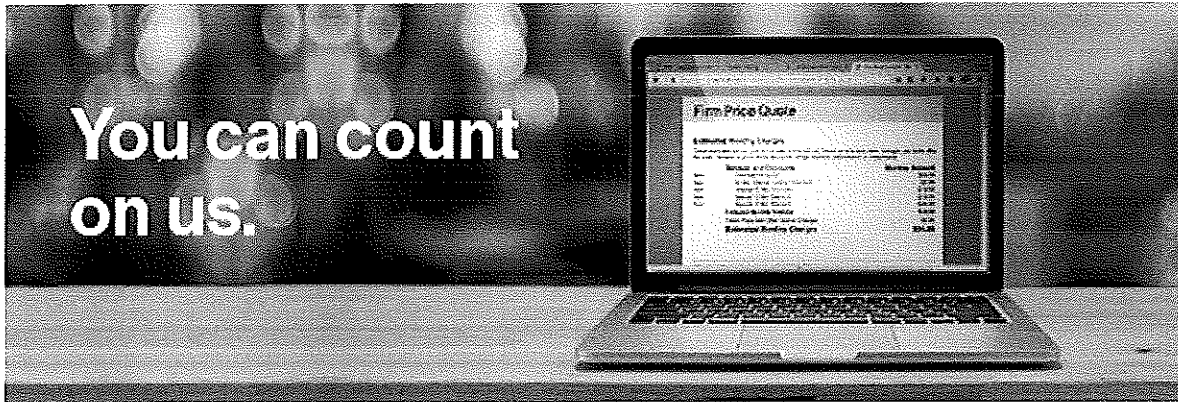
Sincerely,

Sharon Toms

Verizon Business Consultant

---

**From:** Verizon Notification <verizon-notification@verizon.com>  
**Sent:** Monday, March 12, 2018 12:24 PM  
**To:** Toms, Sharon  
**Subject:** Please review your Verizon Business Quote - PA11354700628



**Here is your firm price quote for the services we discussed.**

Mar 12, 2018

Quote number: PQ1PA11354700628

Thank you for your request for a price quote. Based on our conversation on Mar 12, 2018, here is the summary of services and prices specifically for 112 TOWNSHIP,POCONO,PA,18372.

**Your Bill Will Now Include:**

Products:	Monthly Charge:
New 24 Month Term Rate Plan	\$21.55

---

<b>Subtotal</b>	<b>\$21.55</b>
-----------------	----------------

Other:	
Monthly Estimated Taxes, Fees and Other Verizon Charges	\$10.11
<b>Your Total Estimated Monthly Charges are:</b>	<b>\$31.66</b>

---

<b>Estimated One Time Charges</b>	<b>\$0.00</b>
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**Let's get started.**

If you are interested in placing an order with Verizon, please click button below and a qualified agent will contact you shortly.

[Click to contact agent >](#)

Thank you for your recent inquiry and allowing us to serve you! We appreciate your business. If you have further question, please contact us at 888.756.0875.

#### **Details, details.**

This quote is valid for 5 business days and is an estimate based on current pricing and promotions that are subject to change. Additional changes may apply including for nonstandard installations and products or services not listed above. Service terms and conditions apply; term contracts may include early termination fees. 30-day min. billing required for certain packages, Premium and Channel packs. Applicable pricing will be confirmed at time of order. Orders are subject to service availability and credit approval, and may require deposit.



*J.D. Power Ranked Verizon "Highest in Customer Satisfaction with Small/Medium Business Wireline Service"*

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By ordering, using or paying for services, you are accepting and agreeing to the terms and conditions in the Services Agreements, Terms of Service, Product Guides and Tariffs that apply to these services. To review these and other important terms, including the requirement to resolve disputes by arbitration and limitations of liability, please visit [verizon.com/terms](http://verizon.com/terms) and locate "Terms of Service" under the Business Terms of Services heading. For Tariffs and Product Guides covering telephone services, please select the dropdown and click on your state or visit [verizon.com/tariffs](http://verizon.com/tariffs).





MONROE COUNTY  
CONSERVATION DISTRICT

*Conserving Natural Resources for the Future*

March 6, 2018

Sent via regular and email

Pocono Township  
c/o Donna Asure  
PO Box 197  
Tannersville, PA 18372

Re: Fish Hill Road Storm System  
Pocono Township, Monroe County, PA  
High Quality Waters

Dear Ms. Assure:

On March 1, 2018, representatives of the Monroe County Conservation District conducted an inspection of earth disturbance activities at the site referenced above. A copy of the inspection report is enclosed for your use.

The Monroe County Conservation District, by delegation agreement with the Department of Environmental Protection, is authorized to investigate complaints and inspect earth disturbance activities to determine compliance with the Chapter 102 Erosion and Sediment Control regulations and the Clean Streams Law.

If you have any questions regarding this matter, please contact me at 570-629-3060.

Sincerely,

John Motz  
Resource Conservation Specialist

JM/ds

Enclosure

cc: Pocono Township Supervisors and Zoning Officer (via email)  
File

Project Name Fish Hill Road Storm System Inspection Date 3/1/2018 Inspection Time 11:30am  
Weather Conditions Overcast, 50's Total Project Area \_\_\_\_\_  
Location Bottom of Fish Hill Road at the turn Total Disturbed Area \_\_\_\_\_  
Municipality Pocono Township County MONROE  
Receiving Water(s) UNT to Pocono Creek Designated/Existing Use HQ-CWF

**Phone (570) 629-1922**

**Inspector** (name) John Motz, RCS, MCCD  
(title)

Photographs Taken Yes ☒ No ☐

Routine complete ☐    Routine partial ☒    Follow-up ☐    Complaint ☐    Final ☐

Bank slough noticed at entrance to pipe upslope of Fish Hill Road (FHR). Plan references to Fish Hill Road Drainage plan drawings by Boucher and James April 1, 2005.

1) Swale upslope of HW#1 destabilized for approximately 50' upslope of headwall. (t) Approx. 4' drop from existing swale to bottom of headcut with associated scour at headwall, resulting in approx. 20' bank slough.

2) Sediment from swale and bank slough deposited in downstream conveyance, clogging outlet structure (6' stilling well) and pipe upstream to Inlet #3, and inlet #3 (e.v,w)

☒ Continued on page 2 of 4 .

Permit and Plan Requirements		Type of Activity (check as many as appropriate)	
Y	N		<input checked="" type="checkbox"/> Other <u>Municipal Storm</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pub. Road Constr./Maint. (PRC)	<input type="checkbox"/> Pvt. Road/Residence (PRRS)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Res. Subdivision (RSBD)	<input type="checkbox"/> Comm./Indust. Dev. (CMIN)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Govmt. Facilities (GOV)	<input type="checkbox"/> Recreation Facilities (RECF)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Utilities Facilities (UTL)	<input type="checkbox"/> Agricul. Activities (AGA)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer/Water Systems (SWS)	<input type="checkbox"/> Pipeline (PL)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Remediation/Restoration (RRES)	<input type="checkbox"/> Silviculture (SILV)
	<input type="checkbox"/> ESCGP Permit required		
	<input type="checkbox"/> NPDES Permit required		
	<input type="checkbox"/> Phased Constr.		
	<input checked="" type="checkbox"/> Non-Phased Constr.		
Permit #: _____ Exp. Date: _____			

(Date)

Page 2 of 4



Permit No. \_\_\_\_\_  
Report No. 1

## EARTH DISTURBANCE INSPECTION REPORT

Project Name Fish Hill Road Storm System Inspection Date 3/1/2018

### Inspection Findings

No violations observed at this time.

### Reference

☐ (N/A)

- |  |   |
|--|---|
| a. Failure to develop a written Erosion and Sediment (E&S) Plan.   | <input type="checkbox"/> (102.4)              |
| b. Failure to have an E&S Plan available onsite.   | <input type="checkbox"/> (102.4)              |
| c. Failure to submit an E&S Plan as requested.   | <input type="checkbox"/> (102.4)              |
| d. Failure to implement effective E&S Best Management Practices (BMPs).  | <input type="checkbox"/> (102.4)              |
| e. Failure to maintain effective E&S BMPs.   | <input checked="" type="checkbox"/> (102.4)   |
| f. Failure to use Antidegradation Best Available Combination of Technologies (ABACT) BMPs for discharges to High Quality or Exceptional Value Waters.  | <input type="checkbox"/> (102.4)              |
| g. Failure to obtain an NPDES Permit for Stormwater Discharges Associated with Construction Activities.  | <input type="checkbox"/> (102.5)              |
| h. Failure to obtain an E&S Permit.  | <input type="checkbox"/> (102.5)              |
| i. Failure to prepare and implement a Preparedness, Prevention, and Contingency (PPC) Plan.  | <input type="checkbox"/> (102.5)              |
| j. Failure to submit a Notice of Termination (NOT).  | <input type="checkbox"/> (102.7)              |
| k. Failure to develop a written Post Construction Stormwater Management (PCSM) Plan/Restoration Plan.  | <input type="checkbox"/> (102.8)              |
| l. Failure to have PCSM Plan/Restoration Plan available onsite.  | <input type="checkbox"/> (102.8)              |
| m. Failure to submit PCSM Plan/Restoration Plan as requested.  | <input type="checkbox"/> (102.8)              |
| n. Failure to implement effective PCSM BMPs.   | <input type="checkbox"/> (102.8)              |
| o. Failure to maintain effective PCSM BMPs.  | <input type="checkbox"/> (102.8)              |
| p. Failure to perform reporting and recordkeeping as required.   | <input type="checkbox"/> (102.8)              |
| q. Failure to implement riparian buffer or riparian forest buffer.   | <input type="checkbox"/> (102.14)             |
| r. Failure to meet regulatory requirements for riparian forest buffer.   | <input type="checkbox"/> (102.14)             |
| s. Failure to provide temporary stabilization of the earth disturbance site.   | <input type="checkbox"/> (102.22)             |
| t. Failure to provide permanent stabilization of the earth disturbance site.   | <input checked="" type="checkbox"/> (102.22)  |
| u. Failure to comply with permit conditions.   | <input type="checkbox"/> (402 CSL)            |
| v. Sediment or other pollutant was discharged into waters of the Commonwealth.   | <input checked="" type="checkbox"/> (401 CSL) |
| w. Site conditions present a potential for pollution to waters of the Commonwealth.  | <input checked="" type="checkbox"/> (402 CSL) |
| x. Failure to comply with a Department Order.  | <input type="checkbox"/> (402, 611 CSL)       |
| y. Failure to comply with PCSM long-term operation and maintenance requirements.   | <input type="checkbox"/> (102.8)              |
| z. Failure to conduct a preconstruction meeting.   | <input type="checkbox"/> (102.5)              |
| aa. Failure to provide proof of consultation with the Pennsylvania Natural Heritage Program regarding the presence of a State or Federal threatened or endangered species on a project site requiring a Chapter 102 permit.  | <input type="checkbox"/> (102.6)              |
| bb. Failure to withhold a building or other permit or approval from those proposing or conducting earth disturbance activities, which require a Department permit, until the Department or conservation district has approved/acknowledged the Chapter 102 permit. | <input type="checkbox"/> (102.43)             |

- ☒ Inspection of this project has revealed site conditions which constitute violations of 25 Pa. Code Chapters 92a and/or 102 and the Clean Streams Law, the act of June 22, 1937, P.L. 1987, 35 P.S. §691.1 et seq.

*Additional information regarding these violations can be found on the back of this page.*

This report is official notification that a representative of the Department of Environmental Protection has conducted an inspection of your earth disturbance activity to determine compliance with Title 25, Chapter 92a, National Pollutant Discharge Elimination System, Title 25, Chapter 102, Erosion and Sediment Control, and the Pennsylvania Clean Streams Law. This representative may be an employee of the local County Conservation District, which by delegation agreement with the Department of Environmental Protection, is authorized to investigate complaints, inspect earth disturbance activities and conduct compliance actions. Any violations observed by the Department/Conservation District have been noted on this report form and constitute unlawful conduct as defined in Section 611 of the Clean Streams Law.

There will be no written confirmation of those violations from the Department. Failure to take corrective actions to resolve the violations may result in administrative, civil and/or criminal penalties being instituted by the Department of Environmental Protection as defined in Section 602 of the Clean Streams Law of Pennsylvania. The Clean Streams Law provides for up to \$10,000 per day in civil penalties, up to \$10,000 in summary criminal penalties, and up to \$25,000 in misdemeanor criminal penalties for each violation.

This report does not constitute an Order or appealable action of the Department. Nothing contained herein shall be deemed to grant or imply immunity from legal action for any violation noted herein.

For further information or assistance please contact:

Monroe County Conservation District  
8050 Running Valley Road  
Stroudsburg PA 18360  
570-629-3060



**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)

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:

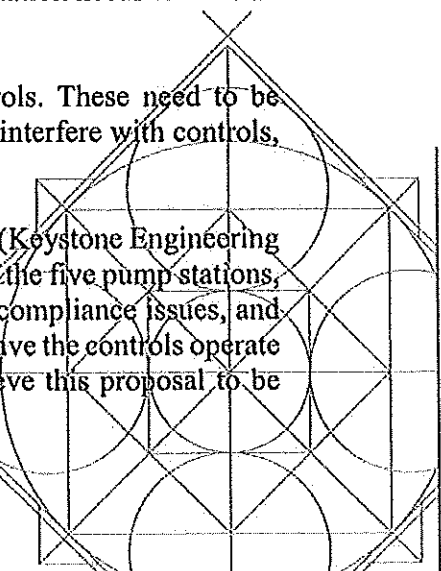
Over the past several weeks, failures at pump stations has brought to the forefront deficiencies in the electrical, mechanical, and monitoring systems at the five pumps stations. In various ways these deficiencies negatively affect the operation of the stations, and during emergencies make repairs difficult,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



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.

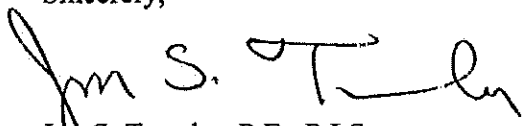
Each of the stations are equipped with mechanical floats to turn the pumps on and off. These floats are for back-up only in the event there is a failure in the electrical logic-based system. The floats are of poor quality, improperly installed and improperly wired to the pump controllers instead of directly 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. (hereinafter "KEYSTONE") reserves the right to submit a revised proposal.
2. Any and all information contained in the proposal is confidential and proprietary property of KEYSTONE and is not to be disclosed or made available to third parties without the written consent of KEYSTONE.
3. Invoices will be submitted on a monthly basis, unless stated otherwise in writing by KEYSTONE, and are due upon receipt. All balances past due will be charged an interest rate of 1.5% per month past due. KEYSTONE may, after mailing written notice of its intention to do so, suspend service and refuse to receive any disbursement of other non-payment until Client has paid in full all amounts due, including interest charges. Client will be responsible for all costs of KEYSTONE in collecting past due balances from Client, including but not limited to, reasonable attorney's fees.  
  
Client must submit, in writing, to KEYSTONE within ten (10) days of the date of any invoice, any dispute on the invoice. Otherwise the invoice will be considered to be correct.
4. All documents and/or plans, whether physical or contained on magnetic disk or any other data storage media (hereinafter collectively referred to as "documents"), prepared by KEYSTONE shall be the sole property of KEYSTONE and payment in cash in full. Client agrees that if payment is not made in full, Client shall have no proprietary interest in any documents prepared by KEYSTONE and KEYSTONE reserves the right to require the return of any document(s) submitted to the Client or others.
5. The proposed fees and schedule constitutes KEYSTONE's best estimate of the charges and time required to complete the project. Except as provided in Paragraph 6, the project scope will not be altered without written mutual agreement between KEYSTONE and Client.
6. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified materials or information or for delays caused by unpredictable occurrences or force majeure, such as fire, floods, pest, strikes, unavailability of labor and materials, delays or defaults by suppliers of materials or services, proven shutdowns, acts of God or of the public enemy, or any interruption of any governmental agency.
7. Where method of payment is based on time-and-material, the Client agrees that the following will apply:  
  
a. The minimum time payment for charging field work is one (1) hour. All field time is charged on a pro rata basis. The minimum time payment for charging office work is one-half (1/2) hour. Overhead is charged at one hundred fifty percent (150%) of regular rate unless otherwise specifically agreed upon in writing. Overhead is calculated any time billed by KEYSTONE employees over 40 hours per week.  
  
b. Expenses which are reimbursable include travel and living expenses of personnel who are away from the home office on business connected with the project, identifiable communication, reproduction and shipping costs, identifiable drafting and micrographic supplies, reproducible materials and supplies purchased specifically for the project. A ten (10) percent administrative charge will be added.  
  
c. No cancellation of this contract by the Client will be effective unless given 70 days prior notice thereof has been received by KEYSTONE, together with the return of all 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 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 commitment 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 commitment made prior to cancellation.
8. KEYSTONE will maintain its own expense, Workmen's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client with a certificate to verify the same.
9. If infeasible to the execution of an agreement to provide professional services, KEYSTONE shall 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.
10. Client and KEYSTONE have discussed the risks, rewards and benefits of the project and the need for the services and agree that to the fullest extent permitted by law, the total liability in the agreement, of KEYSTONE and its officers, directors, employees, agents and independent professional associates and consultants to the Client and arising claiming by, through or under the Client for any and all injuries, claims, losses, expenses or damages whatsoever related to KEYSTONE services, including but not limited to the negligence, errors, omissions, strict liability or breach of contract, shall not exceed the total compensation received by KEYSTONE to date under this agreement.  
  
A request by the Client to increase the limit of liability must be made to KEYSTONE in writing at the time of the client's acceptance of the proposal. KEYSTONE may agree to increase the limit of liability in consideration of additional payment by the client. The increased limit of liability will become effective upon a provision in the fee and schedule of the contract.
11. KEYSTONE warrants that its work will be performed in accordance with generally accepted professional standards. Our services often require decisions which are not based upon exact science, but rather, skilled judgment. We will use that degree of care and skill normally exercised under similar circumstances in the profession at the time the services are rendered. This standard of care shall not be judged according to the standards of the profession. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This warranty is solely for the benefit of the Client and its successors. It gives no right to any other third-party beneficiary and KEYSTONE comprehends that there will be no third-party beneficiary of any agreement between KEYSTONE and the Client unless specifically agreed to, in writing, by KEYSTONE.  
  
KEYSTONE does not represent or warrant that any permit or approval will be issued by any governmental body. Should the Client and KEYSTONE agree in this contract that KEYSTONE will be responsible for the preparation of any application for approval or permit, KEYSTONE will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, KEYSTONE cannot guarantee that such applications will be complete or will conform to all applicable requirements. Client desiring further assurance regarding their application for permit or approvals are advised to consult legal or other appropriate counsel.
12. The Client agrees to indemnify, defend and hold harmless KEYSTONE and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, claims, damages, expenses or liability whatsoever, whether direct, indirect, economic or consequential, including but not limited to, reasonable attorney's fees and other costs of defense, arising out of claims by KEYSTONE as understood provided to it by the Client.  
  
KEYSTONE is not responsible for and the Client agrees to indemnify KEYSTONE from any loss, damage, or liability arising from the negligence, acts, errors, or omissions of the Client, its staff, employees, agents, consultants, or contractors.
13. This agreement represents the entire agreement between the parties and can only be modified in writing by both parties.
14. This agreement is governed under the laws of the Commonwealth of Pennsylvania.
15. 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.
16. Neither Client nor KEYSTONE will assign, sublet, or transfer any rights or interest in this agreement without the prior written consent of the other.
17. 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.
18. The parties acknowledge that each has had the opportunity to receive independent legal advice from counsel of his or her own selection, that each is familiar with and fully understands this Agreement and that each has been fully informed as to, and understands his or her legal rights. Each of the parties further acknowledges and agrees that, after having the opportunity to receive such advice and with such knowledge, and after having read this Agreement carefully and fully, this Agreement is fair, reasonable and equitable, that it is being entered into freely, voluntarily, and in good faith, and that its execution is not the result of any duress, undue influence, coercion, threats and/or improper or illegal agreement.
19. 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 of their respective attorneys.

## **AGREEMENT AND GENERAL RELEASE**

**CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.**

1. The Parties to this Agreement and General Release ("AGREEMENT") are Charles Vogt ("VOGT" or "YOU") and Pocono Township, a Township of the First Class, with its address at 112 Township Drive, Tannersville, Monroe County, Pennsylvania ("POCONO") (EACH A "Party" and collectively the "Parties"). The date of this AGREEMENT is \_\_\_\_\_, 2018.

2. VOGT contract as Township Manager was terminated June 5, 2017 by POCONO on which date he severed all ties with POCONO and hereby acknowledges that he was compensated by POCONO through June 16, 2017, the effective date on which the Board of Commissioners acted on the termination.

3. POCONO will provide VOGT with a lump sum payment of \$16,666.67, less deductions required by law, if, and only if, VOGT signs this AGREEMENT and complies with its terms. VOGT understands that POCONO will not be required to provide the payment until after this agreement becomes effective. Payment will be made within five (5) days after the revocation period set forth below has expired. In the event such payment is not made by such date, at VOGT'S sole option this AGREEMENT shall be void and of no further effect as though never entered into. The payment made under this paragraph shall be treated as wages paid to VOGT based on a W-4 submitted by VOGT to POCONO upon the execution of this AGREEMENT and VOGT shall receive a W-2, with applicable deductions.

4. POCONO will not contest any application for unemployment compensation benefits made by VOGT but will respond to inquiries regarding applications for unemployment compensation benefits in accordance with its obligations under law.

5. VOGT represents, warrants, and acknowledges that POCONO owes him no wages, overtime, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay, or other compensation or benefits, or payments or form of remuneration of any kind or nature, other than that specifically provided for in this AGREEMENT.

6. VOGT understands that this AGREEMENT does not constitute an admission by POCONO of any: (i) liability; (ii) violation of any federal, state, or local law, regulation, order, or other requirement of law, (iii) breach of contract, actual or implied; (iv) commission of any tort; or (v) other civil wrong.

7. General Release.

(a) In exchange for POCONO's payment described in Paragraph 3, YOU release and forever discharge, to the maximum extent permitted by law, POCONO and each of the other "Releasees" as defined below, from any and all claims, causes of action, complaints, lawsuits

or liabilities of any kind (collectively "Claims") as described below which YOU, YOUR heirs, successors, assigns, agents, administrators or executors have or may have against POCONO or any of the other Releasees.

(b) By agreeing to this General Release, YOU are waiving any and all Claims that can be waived, to the maximum extent permitted by law, which YOU have or may have against POCONO or any of the other Releasees arising out of or relating to any conduct, matter, event or omission existing or occurring before YOU sign this AGREEMENT, and any monetary or other personal relief for such Claims, including, but not limited to, the following:

(i) any Claims having anything to do with YOUR employment with POCONO and/or any of the members of its Board of Commissioners, employees, agents, or related parties or entities;

(ii) any Claims having anything to do with YOUR termination or YOUR employment with POCONO;

(iii) any Claims for unpaid or withheld wages, severance, benefits, bonuses, incentive compensation, commissions, and/or other compensation of any kind;

(iv) any Claims for reimbursement of expenses of any kind;

(v) any Claims for attorneys' fees or costs;

(vi) any Claims under the Employee Retirement Income Security Act ("ERISA");

(vii) any Claims of discrimination and/or harassment based on age, sex, pregnancy, race, religion, color, creed, disability, handicap, parental status, failure to accommodate, citizenship, marital status, national origin, ancestry, sexual orientation, family status, marital status, gender identity, genetic information or any other factor protected by Federal State or Local law as enacted or amended (such as the Age Discrimination in Employment Act, 29 U.S.C. § et seq.; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Pennsylvania Human Relations Act, Pennsylvania's Wage Payment and Collection Law; any Claims for retaliation under any of the foregoing laws;

(viii) any Claims regarding leaves of absence including, but not limited to, any Claims under the federal Family and Medical Leave Act;

(ix) any Claims arising under the Immigration Reform and Control Act ("IRCA");

(x) any Claims arising under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or any state law governing military leave;

- (xi) any Claims for violation of public policy;
- Whistleblower Law;
- (xii) any whistleblower or retaliation Claims under the Pennsylvania
- (xiii) any Claims for emotional distress or pain and suffering;
- (xiv) any Claims under the Fair Credit and Reporting Act;
- (xv) any Claims under the federal and Pennsylvania constitutions;
- (xvi) any Claims under the laws of Pennsylvania; and
- (xvii) any other statutory, regulatory, common law or other Claims of any kind; including but not limited to, Claims for breach of contract, libel, slander, fraud, invasion of privacy, wrongful discharge, promissory estoppel, equitable estoppel, misrepresentation and or tortious interference with a contractual relationship.

(c) The term "Releasees" includes: POCONO and related or affiliated entities of POCONO (whether domestic or foreign), and each of their past and present members of its Board of Commissioners, employees, officers, directors, attorneys, insurers, benefit plan fiduciaries and agents, and all of their respective successors and assigns. Further, the term "Releasees" shall include Donna Asure, current Pocono Township Manager.

(d) It is important that YOU understand that this General Release includes all Claims known or unknown by YOU, those that YOU may have already asserted or raised as well as those that YOU have never asserted or raised.

(e) POCONO, for itself and the Releasees, does hereby fully remise, release, and forever discharge VOGT, and his heirs, executors, administrators, personal representatives, attorneys, and assigns, whether named herein or not, of and from any and all manner of actions, causes of action, claims, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, and judgments, in law or in equity, whether known or unknown, vested or contingent, and regardless of the legal theory or factual basis involved, which POCONO or the Releasees ever had, now has, had or can have, or by reason of any cause, thing, or matter whatsoever, from the beginning of the world to the date of the execution of this Agreement, whether the same sound in tort, contract, or violation of any statute, code, regulation or ordinance, arising from or related to VOGT's employment with POCONO, his actions or inactions during the course of said employment, or his termination therefrom.

8. Non-Released Claims. The General Release in Paragraph 7, above, does not apply to:

(a) any Claims to require the Parties to honor their commitments set forth in this AGREEMENT;



(b) any Claims to interpret or to determine the scope, meaning, enforceability or effect of this AGREEMENT;

(c) any Claims for worker's compensation benefits, any claims for vested benefits under the POCONO Pension Plan, and any other Claims that cannot be waived by a General Release.

9. As used in this AGREEMENT, POCONO includes its affiliates, and divisions and it and their respective: (i) predecessors, successors, and assigns; and (ii) past and present commissioners, officers, representatives, agents, employees, and their respective heirs and personal representatives of any of them.

10. VOGT will not testify or give evidence in any forum concerning his employment or termination of employment with POCONO unless required by law or requested to do so in writing by an authorized official of POCONO.

11. VOGT will not, at any time, disparage or denigrate POCONO, orally or in writing for matters occurring during or related to his period of employment. POCONO (which term shall include all Releasees) will not, at any time, disparage or denigrate VOGT, orally or in writing for matters occurring during or related to his period of employment. If POCONO receives any reference requests for VOGT, POCONO will provide only his name, title, and dates of employment in response to the request.

12. POCONO recognizes that VOGT is an attorney whose practice includes matters which may come before POCONO and its Boards and Commissions and Committees and POCONO agrees that VOGT may represent clients' or his families' own interests in all matters in the same manner and with the same respect accorded by POCONO as that afforded any other attorney.

13. VOGT understands that the General Release contained in Paragraphs 6 and 7 of this AGREEMENT does not prevent him from contacting or filing a charge with the EEOC, or any federal, state or local agency. However, this AGREEMENT does prevent VOGT, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the claims he has released in Paragraphs 6 and 7 of this AGREEMENT with regard to any charge he may file or which may be filed on his behalf.

14. This AGREEMENT constitutes the entire agreement between POCONO and VOGT, and supersedes and cancels all prior and contemporaneous written and oral agreements, if any, between POCONO and him. VOGT affirms that, in entering into this AGREEMENT, he is not relying upon any oral or written promise or statement made by anyone at any time on behalf of POCONO.

15. This AGREEMENT shall be deemed to have been made within Monroe County, Pennsylvania, and shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania and before the Courts of the Commonwealth of Pennsylvania in

the County of Monroe. VOGT hereby consents to the jurisdiction of such courts for the enforcement of this AGREEMENT and waive trial by jury.

16. If one or more provisions or terms of this AGREEMENT shall be ruled void or unenforceable, POCONO may elect to enforce the remainder of this AGREEMENT, or cancel it but not get back from VOGT, his successors, or assigns or otherwise any consideration paid.

17. VOGT understands that this AGREEMENT may not affect the rights and responsibilities of the Equal Employment Opportunity Commission to enforce the ADEA or be used to justify interfering with the protected right of an employee to file a charger or participate in any investigation or proceeding conducting by the EEOC.

18. VOGT had an opportunity to consult an attorney before signing this AGREEMENT and was given a period of 21 days to consider this AGREEMENT. VOGT acknowledges that in signing this AGREEMENT, he has relied only on the promises written in this AGREEMENT and not on any other promise made by POCONO.

19. VOGT has seven (7) days to revoke this AGREEMENT after he signs it. This AGREEMENT will not become effective or enforceable until seven (7) days after POCONO has received a signed copy of this AGREEMENT.

20. This AGREEMENT may not be modified or changed orally.

VOGT affirms that he read this Agreement and General Release and understands all of its terms. VOGT enters into and signs this Agreement and General Release knowingly and voluntarily, with full knowledge of what it means and intending to be legally bound.

**THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK  
SIGNATURES APPEAR ON THE NEXT PAGES**

ACCEPTED AND AGREED:

\_\_\_\_\_  
CHARLES VOGT

\_\_\_\_\_  
Date

STATE OF PENNSYLVANIA

COUNTY OF MONROE

BEFORE ME, the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
personally appeared CHARLES VOGT, known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the foregoing instrument and signed in my presence and swore upon  
oath that this AGREEMENT was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_ of \_\_\_\_\_,  
2018, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF PENNSYLVANIA

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires:  
\_\_\_\_\_

ACCEPTED AND AGREED:

POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Date

STATE OF PENNSYLVANIA

COUNTY OF MONROE

BEFORE ME, the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared GERALD LASTOWSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and signed in my presence and swore upon oath that this AGREEMENT was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this \_\_\_\_\_ of \_\_\_\_\_, 2018, to certify which witness my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF PENNSYLVANIA

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires:

\_\_\_\_\_



# POCONO TOWNSHIP

P.O. Box 197 • Tannersville, PA 18372  
tel: 570-629-1922 • fax 570-629-7325  
munipoco@prolog.net

September 22, 2005

John B. Dunn, Esq.  
Matergia and Dunn  
530 Main Street  
Stroudsburg, PA 18360

RE: Section 5 Roads in Pocono Highland Estates  
Your file No. 91-203

Dear John:


We have reviewed your letter dated 09/12/05 regarding the Section 5 Roads in Pocono Highland Estates.

The Supervisors concur with your statements so long as everything is in compliance with the Pocono Highland Estates Land Development Plan on file with Pocono Township.


Please contact our office should you have any questions regarding this matter.

Sincerely yours,

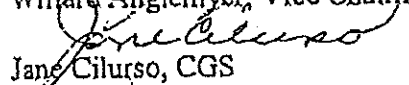
POCONO TOWNSHIP



Patrick Ross, Chairman



Willard Anglemeyer, Vice Chairman



Jane Cilurso, CGS  
Secretary/Treasurer

Jc

*Matergia and Durn*  
*Attorneys at Law*  
*530 Main Street*  
*Stroudsburg, Pennsylvania 18960*

*Ralph Anthony Matergia*  
*John B. Durn*

*Telephone: (570) 421-7720*  
*Fax: (570) 421-8945*

September 12, 2005

**Via fax and first class mail**  
**570-629-7325**

Ms. Jane Cilurso  
Pocono Township Supervisor  
P.O. Box 197  
Tannersville, PA 18572

**Re: Section 5 Roads in Pocono Highland Estates.**  
**Our file No. 91-203**

Dear Jane:

As you know, I represent Pocono Highland Estates Community Association. Many years ago, I brought an action in federal court against the developer, 3H Commercial Corporation. The action was successful but the only remaining assets of 3H at the time was an inventory of unsold lots, as well as some adjoining roadways. The bulk of the inventory was in Section 5. As you may know, the roads were not completed.

Certain of that inventory is the subject of recent interest by certain entities and individuals. The Association is considering conveying these premises because they really do not view themselves as a developer and it only makes sense to have more dues paying members.

The development was certainly substantially completed a long time ago. The roads are private and will remain private. The Association wishes to have those designated roadways in Section 5 put in and completed. They would intend, as part of an arrangement with an interested third party, to have the purchaser of this bulk inventory be responsible for the construction of the roadways. The Association will put in place a procedure whereby the engineer for the purchaser will have to survey the roadways to make certain that their intended location in the field is the same as indicated on the recorded subdivision map. Thereafter, the specifications (which will

Ms. Jane Cilurso  
September 12, 2005  
Page -2--

be essentially tar and chip but will include necessary drainage features) will be agreed between the Association's engineer and the engineer for the purchaser. The Association's engineer will then, from time to time, inspect the roadways as they are being built and insure that they are being built according to the agreed upon standards.

The Association will require a bond to be posted by the purchaser in order to have financial recourse in the event the purchaser fails in its stated contractual responsibility to build the roadways consistent with the agreed upon specifications and as approved by the Association's engineer.

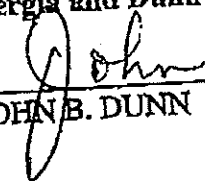
The Association believes that since the development has been substantially completed and, also, because the roadways are and will remain private, the Township does not need to participate in the planning process or construction review for these sections of roadway. Before setting this process in motion and the Association and the purchaser both committing in writing to this arrangement, we would need written confirmation from the Township that they can move forward with the construction of the roadways and without the necessity for further Township involvement.

If you would have any questions in advance of responding in writing, please give a call.

Sincerely,

Matergla and Dunn

By

  
JOHN B. DUNN

JBD/aja

cc: Joseph Folsom, President of Pocono Highland Community Association