



POCONO TOWNSHIP COMMISSIONERS
SEWER COMMITTEE AGENDA
March 4, 2019 6:00 p.m.

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

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

Announcements

Hearings

Presentations

OLD BUSINESS

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

NEW BUSINESS

1. Financial Transactions

- a. Motion to approve change order No. 4 from the Milnes Company in the amount of \$3,426.00 for installation of fencing at Valve Station #1 for a total cost of installation to be \$11,825.25 as recommended by Patrick Briegel and Boucher & James as the lowest quote received for this project including the new change order. (action item*)
- b. Motion to authorize the transfer of \$200,000 from sewer operating to sewer capital as approved in the 2019 budget (action item*)

(Action Item*)

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

** Change to agenda versus draft posted on website

- c. Motion to approve payment application No. 2 & 3 from The Milnes Company in the amount of \$12,720.00 as final payment for bypass pumping system improvement project no 1731013A as recommended by Boucher & James (action item*)
- d. Motion to approve invoice No. 3 from Keystone Engineering in the amount of \$12,424.20 (balance remaining \$56,386.67) for Control and Float system improvements, project no. 1831019 as recommended by Boucher & James (action item*)
- e. Motion to approve proposal from Emergency Systems Service Company for 2019 planned maintenance on sewer system as recommended by Patrick Briegel in the amount of \$4,402.01 plus additional costs for services not defined in the scope of planned work. (action item*)

2. Appeals

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

REPORTS

- 1. Commissioners
 - Commissioner Belvin –
 - a. Motion to have Patrick Briegel, sewer consultant do a study on all deferred sewer properties and report to board at April 1st sewer meeting (action item*)
- 2. Sewer Consultant
 - a. Update – BCRA committee to develop Valve Station #2 action plan – on hold pending BCRA decision to continue (per mtg of 2-4-19 was to be revisited before March 4th sewer meeting)
 - b. Discussion on location and marking agreements for PA One Call. (possible action item*)
 - c. Update on Verizon hook up
 - d. Update on Fencing at Valve Station #1 – per 2-4-19 meeting waiting on contractor – a month or two – (under financial)
 - e. Robert Fisk and surrounding properties recommendation on hooking to sewer system (possible action item*)
 - f. Borton-Lawson request for January flow data for Tobyhanna (action item*)
- 3. Administration
 - a. Discussion on how township handles properties not hooking up in mandatory connection area due to finances or other reasons
- 4. Sewer Engineer
 - a. Update on Sanofi Sanitary Sewer Easement
 - b. Update - Act 537

(Action Item*)

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

** Change to agenda versus draft posted on website

5. Solicitor

- a. Baymont Hotel and Suites hook up to sewer system (action item*)
- b. Letter received from Tobyhanna Township pertaining to Kalahari (possible action item*)

Public Comment

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

Executive Session – if necessary

Adjournment

DRAFT

(Action Item*)

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

** Change to agenda versus draft posted on website

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

DRAFT

The Sewer meeting of the Pocono Township Commissioners was held on Monday, 02/04/2019 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 6:00 p.m., followed by the Pledge of Allegiance.

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

IN ATTENDANCE:

Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer, Boucher & James, Inc.; DonnaASURE, Township Manager; and Pamela Tripus, Township Secretary, and Patrick Briegel, Sewer Consultant, were present.

PUBLIC COMMENT:

Robert Fisk, Twp. Resident, question the future sewer connection to 3115 Rt. 611. P. Briegel, Sewer Consultant, noted the property is in the future service area. J. Lastowski directed P. Briegel and Mike Gable, Twp. Engineer, to review and make a recommendation at the next sewer meeting. Ellen Gndt, Twp. Resident, requested additional information be included with the agenda package.

ANNOUNCEMENTS: None

MINUTES:

G. Lastowski made a motion, seconded by C. Kilby, to approve the minutes of 01/07/2019 sewer committee meeting. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

OLD BUSINESS:

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

Jimmy Schlier EDU Purchase answer No action taken.

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

NEW BUSINESS

Keystone Engineering Invoice No 2. - G. Lastowski made a motion, seconded by R. Wielebinski, to approve invoice No. 2 from Keystone Engineering in the amount of \$11,785.48 as recommended by Boucher & James, Inc. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

APPEALS:

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

SEWER CONSULTANT REPORT:

BCRA Committee to Develop Valve Station #2 Action Plan - P. Briegel, Sewer Consultant reported he will meet with Dave Horton, BCRA, to discuss.

PA One Call - P. Briegel reported two proposals were received. L. DeVito, Twp. Solicitor, noted he was not satisfied with one contract and requested additional information. Discussion followed. No action taken.

Verizon Hookup - L. DeVito, Twp. Solicitor, reached out to Verizon concerning the sewer connection. Discussion followed. No action taken.

Fencing at Valve Station #1 - P. Briegel, Sewer Consultant, explained the fence ordinance was approved by Stroud and they are waiting on the contractor to install.

Kalahari Meeting Update - P. Briegel, Sewer Consultant, noted they met with Kalahari and is waiting for them to respond. D. Asure, Twp. Manager, noted a meeting is scheduled for 02/28/2019.

Pump Station #3 Flow Meter -

G. Lastowski made a motion, seconded by J. Belvin, to approve the purchase from IVES, for a Siemens meter at a cost of \$4,510.40 plus additional costs as recommended by Boucher & James, Inc. G. Lastowski opened the meeting to public comment. Hearing none. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Impact of Brookdale Road realignment of sewer system- P. Breigel, Sewer Consultant, explained the original plans did not show the correct location of the sewer line and it will not be required to move the line for the Rt. 611 construction project. Discussion followed.

G. Lastowski made a motion, seconded by C. Kilby, to approve the quote from Boucher & James, Inc. for impact of Brookdale Road realignment on the sewer system for approximately \$2,000.00. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Valve Station #2 Drive System Repair -

G. Lastowski made a motion, seconded by J. Belvin, to approve the purchase for Valve Station #2 Drive System Repair as recommended by Boucher & James, Inc. in the amount of \$4,540.00. J. Belvin questioned the preventive maintenance plan. P. Briegel, Sewer Consultant, noted

VALVE STATION #2 CONT:

some preventive maintenance is part of the EOP plans but additional work is needed. Discussion followed on a preventive maintenance schedule and replacement schedule. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

SEWER ENGINEER:

Sanofi Sanitary Sewer Easement- J. Tresslar, Twp. Engineer, noted they are still waiting to hear from Sanofi.

ACT 537 - J. Tresslar, Twp. Engineer, explained DEP will provide guidance.

TOWNSHIP SOLICITOR:

MHC Outdoor reserve of additional EDUs- L. DeVito, Twp. Solicitor, reported on the 01/30/2019 meeting with MHC Outdoor (Scotrun Campground) noting they will be connecting to the sewer system.

DISCUSSION:

D. Asure, Twp. Manager, noted she had been contacted by a property owner in Pocono Manor who has complained about a gravel road damaged during Kalahari construction. Discussion followed.

PUBLIC COMMENT: None

ADJOURNMENT:

G. Lastowski made a motion, seconded by J. Lastowski, to adjourn the meeting at 6:45 p.m. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

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

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

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

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

www.bjengineers.com

February 21, 2019

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

**SUBJECT: MILNES CHANGE ORDER REQUEST NO. 7
VALVE STATION 1 FENCE ENCLOSURE
CONTROL VALVE REPLACEMENT PROJECT
PROJECT NO. 1631006C**

Dear Ms. Asure:

On April 24, 2018, our office recommended approval of Change Order No. 4 in the amount of \$8,399.25 for installation of a security fence around Valve Station 1 and which was subsequently approved by the Commissioners.

Following the approval of the Change Order No. 4, an application for a Zoning Permit was submitted to Stroud Township and rejected due to non-compliance with zoning regulations relating to lot line setbacks and total fence height. The Township coordinated with Stroud Township for a zoning revision. This ultimately was a six month process.

During this timeframe:

- 1) The enclosure was modified to include a personnel gate;
- 2) The material supplier increased his cost by \$750.00;
- 3) The site was stabilized per E&S requirements; and
- 4) The Contractor completed all remaining work and demobilized.

Now that the permit has been acquired and the Contractor directed to complete the project, Change Order No. 7 has been submitted by The Milnes Company in the amount of \$3,426.00. After discussions with Pat Briegel and the Contractor, we believe the increase is warranted due to the four factors listed above. We note that, even with the increase, the total cost of installation is below the other three quotes we received over six months ago by other companies to install the fence.

We recommend Change Order No. 7 be approved by the Commissioners.

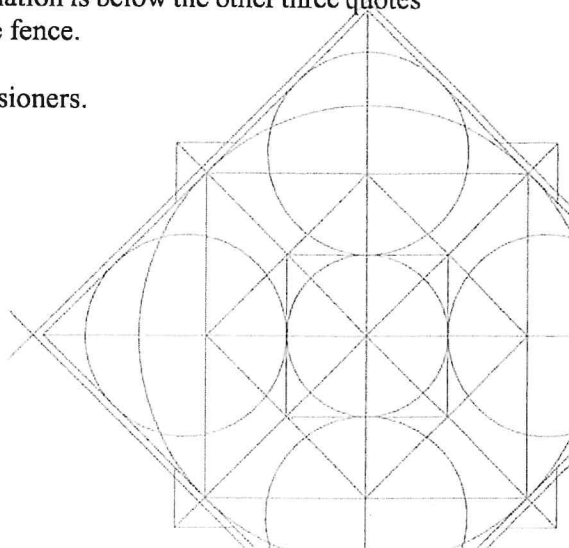
Sincerely,

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

JST/cg

Enclosures

S:\2016\1631006C\Documents\Change Orders\Ltr.PoconoTwp.MIns CO7.docx



CHANGE ORDER

AIA DOCUMENT G701

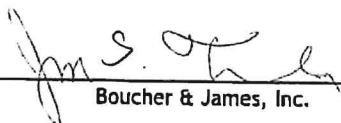
OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: CONTROL VALVE REPLACEMENT PROJECT
CHANGE ORDER NUMBER: 7
DATE: 1/30/2019
ENGINEER'S PROJECT NO.: 1631006C
TO CONTRACTOR: The Milnes Co., Inc.
12 Frear Hill Road
Tunkhannock, PA 18657
CONTRACT DATE: 10/17/2017
CONTRACT FOR: Control Valve Replacement Project

The Contract is changed as follows:

Increase Change Order No. 4's cost to account for increase in materials, delays and remobilization

APPROVED:


Boucher & James, Inc.

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

The original Contract Sum was	\$ 281,865.00
Net change by previously authorized Change orders	\$ 76,024.72
The Contract Sum prior to this Change order was	\$ 357,889.72
The Contract Sum will be increased	
by this Change Order in the amount of	\$ 3,426.00
The new Contract Sum including this Change order will be	\$ 361,315.72

The Contract Time will not change

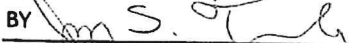
The date of Substantial Completion as of the date of this Change Order therefore is 5/25/2018

Boucher & James, Inc.

Engineer

2750 Rumorick Drive
Address

Shrewsbury, PA 18360

BY 

DATE 2/21/19

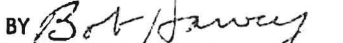
The Milnes Co., Inc.

CONTRACTOR

12 FREAR HILL ROAD

Address

TUNKHANNOCK, PA 18657

BY 

DATE 2/21/19

Pocono Township

OWNER

Address

BY

DATE



12 Frear Hill Road
Tunkhannock, PA 18657
Tel: 570•836•2145
Fax: 570•836•6510
www.milnescompanies.com

Wednesday, January 30, 2019

To: Mike Gable, P.E.

Re: Pocono Twp. Control Valve Replacement Project

Subject: Change Request Proposal #7 Security Fence Changes at Valve Vault #1

Hello Mike,

I am issuing this Change Order Request to cover the overall cost increase for the new security fence at valve vault #1 originally submitted as COR #4. It was found that permits from Stroud Twp. would be needed and that process delayed the fence construction. The work could no longer be in conjunction with our other project work scope. Also, the delay in purchasing material has resulted in steel price increases. Additional repair of disturbed areas upon completion of installation will be scheduled when weather allows.

Total for this Change Proposal Add Is \$3,426.00

Sincerely,

Bob Harvey
Project Manager
The Milnes Co., Inc.

This above proposal accepted this _____ day of _____, 2019

By: _____

Enclosures:

✓ Milnes work sheet

cc: project file

Re: Pocono Twp. Control Valve Replacement Project

Subject: Valve Vault #1

Security Fence Changes

		Qty		Open Shop Rate	Extension
<u>Self-performed Labor with Burden</u>					
Code 01	Supervision	16	mh	\$ 75.00	\$ 1,200.00
Code 02	Carpenter	0	mh	\$ 65.00	\$ -
Code 03	Carpenter/Helper		mh	\$ 60.00	\$ -
Code 04	Laborer	16	mh	\$ 55.00	\$ 880.00
Code 05	Iron Worker		mh	\$ 65.00	\$ -
Code 06	Cement Mason	0	mh	\$ 65.00	\$ -
Code 07	Plumber/Mech	0	mh	\$ 65.00	\$ -
Code 08	Plumber/Mech helper	0	mh	\$ 60.00	\$ -
Subtotal - 1		32	mh		\$ 2,080.00
<u>Material Furnished</u>					
	Seed and Straw to repair previously restored areas	1	ls	\$ 150.00	\$ 150.00
		0	ea	\$ 64.00	\$ -
		0	ea	\$ 120.00	\$ -
Subtotal - 2					\$ 150.00
<u>Equipment</u>					
	Portable generator	0	dy	\$ 50.00	\$ -
	Core drill	0	dy	\$ 25.00	\$ -
	Concrete saw	0	dy	\$ 75.00	\$ -
	Job Truck additional travel	2	dy	\$ 55.00	\$ 110.00
Subtotal - 3					\$ 110.00
<u>Subcontract Costs with Applicable Taxes</u>					
	Pierce Fence price increase	1	ls	\$ 700.00	\$ 700.00
		0	ls	\$ 2,166.00	\$ -
					\$ -
					\$ -
Subtotal - 4					\$ 700.00
<u>Other Costs with Applicable Taxes</u>					
		0	ls	\$0	\$ -
					\$ -
Subtotal - 5					\$ -
<u>Consequential Costs</u>					
	Sales Tax			0.000%	\$ -
	Additional CGL w/ BI&PD Insurance			0.000%	\$ -
	Additional Subcontractor Liability Insurance			0.000%	\$ -
	Additional Bulder Risk Insurance			0.000%	\$ -
	Additional Bond Premium			0.000%	\$ -
Subtotal - 6					\$ -
Total Direct Costs					\$ 3,040.00
<u>Overhead and Profit Applicable Per Terms</u>					
	OH&P on Labor Costs Subtotal #1		15.0%	\$	312.00
	OH&P on Material Costs Subtotal #2		15.0%	\$	22.50
	OH&P on Equipment Costs Subtotal #3		15.0%	\$	16.50
	OH&P on Subcontract Costs Subtotal #4		5.0%	\$	35.00
	OH&P on Other Costs Subtotal #5		10.0%	\$	-
	OH&P on Consequential Costs Subtotal #6		10.0%	\$	-
Total Overhead and Profit Earned					\$ 386.00
Total Contract Change Requested					\$ 3,426.00

Proposal

Pierce Fence Contracting, LLC

797 Lower Mill City Road

Dalton, Pa 18414

570-378-3003

570-881-9316

Fax: 378-3795

January 29, 2019

Milnes Company
13 Frear Hill Road
Tunkhannock, PA 18637

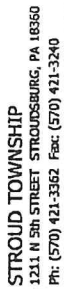
Attn: Robert Harvey
Fax: 570-836-6510
Job: Pocono Twp. Valve Vault #1
Email: Rharvey@milnescompanies.com

Price for installation of two hundred sixty feet of eight foot high nine gauge galvanized chain link fence with three strands of barbed wire. Two and one half inch line posts; three inch end and corner posts , inch and five eights top and corner brace rail. Price includes installation and gates.

Total Cost: \$7,500.00
Seven Thousand Five Hundred Dollars

Thank you for the opportunity to serve you.

William Pierce
Pres/CEO



STROUD TOWNSHIP
1211 N 3RD STREET STROUDSBURG, PA 18360
Ph: (570) 421-3362 Fax: (570) 421-3240

BUILDING PERMIT

C1-New Structures

Permit No: 180335 Zone: R-1
Applicant: POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372
Owner: STROUDSBURG MUNICIPAL AUTH
410 STOKES AVENUE
EAST STROUDSBURG, PA 18301

Contractor: THE MILNES CO
12 FREAR HILL ROAD
TUNKHANNOCK, PA 18657
Property Location: NEAR HILL ST
STROUDSBURG, PA 18360
Parcel ID: 17639100704756 Account: 17/13/J/54-10

Description of Work: Commercial Utility Fence
In accordance with PA UCC and 2015 IBC, this permit for construction of new 8' high chain-link fencing around existing public utility valve station.

Const Code Edition: 2015 IBC Use Group: U
Issue Date: 12/19/2018 Expire Date: 6/19/2019

THIS BUILDING CONSTRUCTION PERMIT IS NOT TRANSFERABLE

THIS PERMIT HAS BEEN ISSUED BY THE MUNICIPAL ZONING OFFICER AND BUILDING CODE OFFICIAL IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPAL ZONING ORDINANCE AND THE PA UNIFORM CONSTRUCTION CODE.

TO SCHEDULE INSPECTIONS: CONTACT SFM CONSULTING LLC, (484) 330-9088,

www.sfmconsultingllc.org

ALL INSPECTIONS REQUIRE A MINIMUM OF 24 HOUR NOTICE

THE PROPERTY OWNER/APPLICANT CERTIFIES THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT AND THE WORK WILL BE COMPLETED IN ACCORDANCE WITH THE 'APPROVED' CONSTRUCTION DOCUMENTS AND PA ACT 45 (UNIFORM CONSTRUCTION CODE) AND THE APPLICANT IS RESPONSIBLE FOR CONTACTING THE BUILDING INSPECTOR FOR ALL REQUIRED INSPECTIONS AS INDICATED. THE MUNICIPAL BUILDING INSPECTOR SHALL NOT BE LIABLE FOR INSPECTIONS NOT PERFORMED, NOT APPROVED, NOR FOR ANY SUBSEQUENT CONSTRUCTION NOT CONFORMING TO THE APPLICABLE BUILDING CODES.

A CERTIFICATE OF USE AND COMPLIANCE MUST BE OBTAINED BEFORE ANY BUILDING CAN BE LEGALLY USED OR OCCUPIED.

Shawn McGlynn, BCO



STROOD TOWNSHIP
1211 N 5th STREET STROODSBURG, PA 18360
Ph: (570) 421-3362 Fax: (570) 421-3240

ZONING PERMIT

C1-New Structures

Permit No: 180335 Zone: R-1
Applicant: POCOMO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372
Owner: STROODSBURG MUNICIPAL AUTH
410 STOKES AVENUE
EAST STROODSBURG, PA 18301

Contractor: THE MILNES CO
12 FREAR HILL ROAD
TUNKHANNOCK, PA 18657
Property Location: NEAR HILL ST
STROODSBURG, PA 18360
Parcel ID: 17639100704756 Account: 17/13/1/54-10
Description of Work: Commercial Accessory Structure
In accordance with Township Ordinance and Ordinance No. 5 - 2018, this permit for construction of 8' chainlink fencing around valve station vault.
Constr Code Edition: 2015 IBC Use Group: U
Issue Date: 12/18/2018 Expire Date: 12/18/2019

THE LAND OWNER HAS ACKNOWLEDGED BY HIS/HER SIGNATURE ON THE APPLICATION FOR THIS PERMIT THAT HE/SHE HAS RESEARCHED, READ AND UNDERSTANDS ALL PRIVATE RESTRICTIONS PLACED ON THE SUBJECT PROPERTY THROUGH DEED, COVENANT OR RECORDED PLAN, AND THAT SUCH RESTRICTIONS IF ANY, DO NOT AFFECT HIS/HER ABILITY TO COMPLETE THE IMPROVEMENTS AS STATED AND/OR DEPICTED IN THE APPLICATION.

LAND OWNER UNDERSTANDS THAT THIS PERMIT IS GRANTED ON THE EXPRESS CONDITION THAT THE STATED CONSTRUCTION SHALL IN ALL RESPECTS CONFORM TO THE ZONING ORDINANCES OF STROOD TOWNSHIP.

THE ZONING OFFICER DOES NOT GUARANTEE, OR IN ANY WAY GIVE ANY OPINIONS AS TO THE LOCATION OR USE OF AND LAND OWNER'S STRUCTURE. THIS ZONING PERMIT ONLY REFLECTS CONFORMANCE OF THE PLAN, AS APPLIED TO ZONING LAWS. THE LAND OWNER BEARS THE RESPONSIBILITY OF INSURING THAT HIS/HER LOT, STRUCTURES, AND USES THEREON, DO NOT VIOLATE OTHER LAWS, REGULATIONS, OR THE RIGHTS OF NEIGHBORS AND OTHER PARTIES. LAND OWNER ACKNOWLEDGES THAT HE/SHE HAS NOT RELIED ON ANY ORAL OR WRITTEN STATEMENTS OF ANY OFFICER OF STROOD TOWNSHIP, AS TO ANY MATTERS OTHER THAN ZONING.

BEFORE YOU DIG: NOTIFY PA ONE CALL 800-242-1776


Shawn McGlynn, ECO



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

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

www.bjengineers.com

February 5, 2019

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

**SUBJECT: PAYMENT APPLICATIONS NO. 2 & 3
BYPASS PUMPING SYSTEM IMPROVEMENTS
POCONO TOWNSHIP
PROJECT NO. 1731013A**

Dear Ms. Asure:

Enclosed is Payment Applications Nos. 2 & 3, submitted by The Milnes Company for the pay period from December 1, 2018 to January 17, 2019. The Application is for work performed in conjunction with the above referenced contract. Based on our review of this information, we offer the following comments.

The payment applications for this this period 12/1/18 to 1/17/19 includes installation of improvements and release of retainage.

We find the Contractor has completed work having a total value of Fourteen Thousand, Eight Hundred and Eighty Dollars and zero cents (\$14,880.00). Including the release of previous retainage in the amount of \$240.00, we recommend the Contractor receive final payment of **Twelve Thousand, Seven Hundred and Twenty Dollars and zero cents (\$12,720.00)**. This represents the final payment for these improvements.

Sincerely,

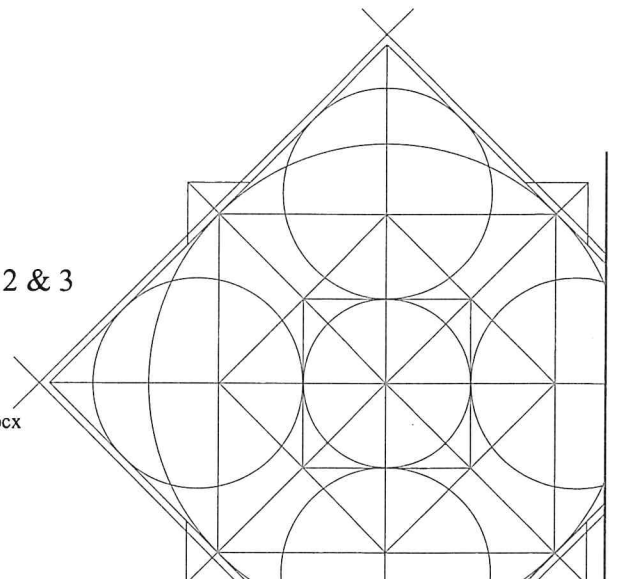
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/cg

Enclosure: The Milnes Company Payment Application No. 2 & 3

cc: Pat Briegel, Pocono Township

S:\2017\1731013A\Documents\Correspondence\Payment Requests\Milnes.PayAppNo. 2&3.docx



PAYMENT APPLICATION

TO: Pocono Township 112 Township Drive Tannersville, PA 18372 Attn: Accounts Payable		PROJECT PS #5 Singer Valve Pit Piping Modifications	APPLICATION # 2	Distribution to: 01/17/2019 <input type="checkbox"/> OWNER ARCHITECT <input type="checkbox"/>
FROM: The Milnes Co. 12 Frear Hill Road Tunkhannock, PA 18657		ARCHITECT:	DATE OF CONTRACT: 11/06/2018	CONTRACTOR <input type="checkbox"/>
FOR: PS #5 Singer Valve Pit				

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$14,880.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$14,880.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$14,880.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$1,488.00
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$1,488.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$13,392.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$2,160.00
8. PAYMENT DUE	\$11,232.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$1,488.00

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

PAYMENT APPLICATION

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

CONTRACTOR: The Milnes Co.

By: Bob Hawley Date: 1/17/19

State of: Pennsylvania
County of: Wyoming
Subscribed and sworn to before me this 17th day of January 2019
NOTARY PUBLIC
KAREN MILNES-SEIBERT
My Commission Expires May 11, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: \$11,232.00
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Engineer Date: 1/30/19
By: _____
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 2

PROJECT: PS #5 Singer Valve Pit Piping Modifications
 APPLICATION #: 2
 DATE OF APPLICATION: 01/17/2019
 PERIOD THRU: 01/17/2019
 PROJECT #S:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
1	Piping Revisions	\$7,724.00	\$2,400.00	\$5,324.00	\$0.00	\$0.00	\$7,724.00	100%	\$0.00	
2	Instrument ISO Ring	\$3,032.00	\$0.00	\$3,032.00	\$0.00	\$0.00	\$3,032.00	100%	\$0.00	
3	Electrical	\$4,124.00	\$0.00	\$4,124.00	\$0.00	\$0.00	\$4,124.00	100%	\$0.00	
	TOTALS	\$14,880.00	\$2,400.00	\$12,480.00	\$0.00	\$0.00	\$14,880.00	100%	\$0.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

PAYMENT APPLICATION

Page 1

TO:	Pocono Township 112 Township Drive Tannersville, PA 18372 Attn: Accounts Payable	PROJECT	PS #5 Singer Valve Pit Piping Modifications	APPLICATION #	3	Distribution to:
FROM:	The Milnes Co. 12 Frear Hill Road Tunkhannock, PA 18657	NAME AND LOCATION:		PERIOD THRU:	01/17/2019	<input type="checkbox"/> OWNER
FOR:	PS #5 Singer Valve Pit	ARCHITECT:		PROJECT #s:		<input type="checkbox"/> ARCHITECT
				DATE OF CONTRACT:	11/06/2018	<input type="checkbox"/> CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$14,880.00		
2. SUM OF ALL CHANGE ORDERS	\$0.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$14,880.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$14,880.00		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$14,880.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$13,392.00		
8. PAYMENT DUE	\$1,488.00		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

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

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

CONTRACTOR: The Milnes Co.
By: Bob Hawley Date: 1/17/19
State of: Pennsylvania
County of: Wyoming
Subscribed and sworn to before me this 17th day of January 2019
Notary Public: Karen Milnes-Selbert
My Commission Expires: May 11, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
NOTARIAL SEAL
Karen Milnes-Selbert, Notary Public
Eaton Twp., Wyoming County
My Commission Expires May 11, 2021

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: \$1,488.00
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Engel Date: 1/30/19
By: [Signature]
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: PS #5 Singer Valve Pit
 Piping Modifications
 APPLICATION #: 3
 DATE OF APPLICATION: 01/17/2019
 PERIOD THRU: 01/17/2019
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
1	Piping Revisions	\$7,724.00	\$7,724.00	\$0.00	\$0.00	\$7,724.00	100%	\$0.00		
2	Instrument ISO Ring	\$3,032.00	\$3,032.00	\$0.00	\$0.00	\$3,032.00	100%	\$0.00		
3	Electrical	\$4,124.00	\$4,124.00	\$0.00	\$0.00	\$4,124.00	100%	\$0.00		
	TOTALS	\$14,880.00	\$14,880.00	\$0.00	\$0.00	\$14,880.00	100%	\$0.00		

CONTINUATION PAGE



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERING

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

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306
Mailing:
P.O. Box 699
Bartonsville, PA 18321

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

www.bjengineers.com

February 12, 2019

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

**SUBJECT: KEYSTONE ENGINEERING GROUP-INVOICE NO. 3, NO. 1900194
CONTROL AND FLOAT SYSTEM IMPROVEMENTS
POCONO TOWNSHIP
PROJECT NO. 1831019**

Dear Ms. Asure:

Enclosed is Invoice 1900194 dated February 7, 2019, in the amount of \$12,424.20 submitted by Keystone Engineering Group for the period December 22, 2018 through February 1, 2019. The work included programming, field installation of systems and purchase of supplies.

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

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

We recommend partial payment in the amount of \$12,424.20 leaving a total of \$56,386.67 in the contract budget to be paid.

Sincerely,

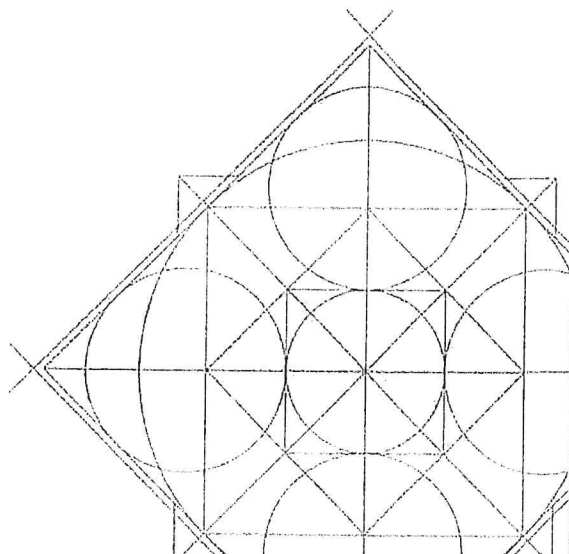
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/clg

Enclosure

cc: Pat Briegel, Pocono Township

S:\2018\1831019\Documents\Keystone Invoices\Keystone Invoice 1900194.docx





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

February 07, 2019
Invoice No: 1900194

Patrick Briegel
Pocono Township
112 Township Drive
Tannersville, PA 18372

Project 2018.00333 Updated Controls
Professional Personnel

		Hours	Rate	Amount
Auman, Martin	1/22/2019	1.00	150.00	150.00
Meeting with DJS and CRG to review operation and develop plan to clean up controls and smooth operation.				
Auman, Martin	1/23/2019	9.00	150.00	1,350.00
On Site for VS1 and VS2 modifications and testing. Refer to trip report.				
Auman, Martin	1/24/2019	.50	150.00	75.00
Trip Notes for report.				
Bahr, Adam	1/14/2019	2.50	105.00	262.50
Reviewing drawings sets for all 5 Pump Stations with Dan in anticipation of site visits for installation				
Godfrey, Chris	1/10/2019	8.00	130.00	1,040.00
In House - PLC and OIT programming as per 2019 changes.				
Godfrey, Chris	1/11/2019	6.00	130.00	780.00
In House - PLC and OIT programming as per 2019 changes.				
Godfrey, Chris	1/22/2019	2.00	130.00	260.00
In House - Review SCADA trends. Develop plan for onsite adjustments.				
Godfrey, Chris	1/23/2019	10.00	130.00	1,300.00
On Site - Get online with Valve Station PLCs. Made adjustments to expand and modify PID deadbands for pressure control.				
Reduced averaging delay on pressure signal at VS2 from 30 to 5 seconds. Refer to trip report.				
Godfrey, Chris	1/24/2019	1.00	130.00	130.00
In House - Follow up on changes from 1/23. Increased deadband at VS2 from 2 to 3 percent.				
Hatley, Christopher	1/15/2019	.50	120.00	60.00
Meet Dan for parts and prints				
Hatley, Christopher	1/16/2019	9.00	120.00	1,080.00
Mount relays and wire control cabinet				
Hatley, Christopher	1/21/2019	5.00	120.00	600.00
Lift station 1 wire control cabinet.				

Project	2018.00333	Updated Controls			Invoice	1900194	
Hatley, Christopher		1/23/2019	9.00	120.00	1,080.00		
Lift station 1 wire control cabinet.							
Saulnier, Daniel		1/8/2019	2.00	120.00	240.00		
Reviewing received equipment, discussion with Client about project							
Saulnier, Daniel		1/9/2019	1.00	120.00	120.00		
Review of project for Rob S.							
Saulnier, Daniel		1/14/2019	2.00	120.00	240.00		
Review of project with Adam, updating task list							
Saulnier, Daniel		1/16/2019	1.00	120.00	120.00		
In-house support for Dave Seel and Chris Hatley							
Saulnier, Daniel		1/22/2019	1.50	120.00	180.00		
Reviewing project with Martin and Chris prior to site visit tomorrow							
Saulnier, Daniel		1/23/2019	8.00	120.00	960.00		
Site visit with Martin and Chris G. to make changes to VS 1 and VS 2 operations							
Saulnier, Daniel		2/1/2019	.50	120.00	60.00		
Scheduling and coordinating with Chris G. and Marc D.							
Seel, David		1/16/2019	12.00	120.00	1,440.00		
Pump Station 1 wiring and installation							
Shaffer, Robert		1/7/2019	1.00	120.00	120.00		
Project meeting with Dan, Jeremy, and Chris G.							
Shaffer, Robert		1/10/2019	1.50	120.00	180.00		
Started reviewing project workload and details.							
Totals			94.00		11,827.50		
Total Labor						11,827.50	
Reimbursable Expenses							
Travel - Reimbursable							
1/23/2019	Auman, Martin	Mileage			60.03		
1/23/2019	Saulnier, Daniel	Mileage			20.94		
1/23/2019	Godfrey, Chris	mileage			146.74		
1/23/2019	Godfrey, Chris	tolls			11.73		
Total Reimbursables					239.44	239.44	
Unit Billing							
1/16/2019	Service Van #03 Mileage - Dave Seel				124.10		
1/16/2019	Service Van #04 Mileage - Misc. use				77.72		
1/21/2019	Service Van #04 Mileage - Misc. use				77.72		
1/23/2019	Service Van #04 Mileage - Misc. use				77.72		
Total Units					357.26	357.26	
Billing Limits			Current	Prior	To-Date		
Total Billings			12,424.20	16,189.13	28,613.33		
Limit					85,000.00		
Remaining					56,386.67		
					Total this Invoice	\$12,424.20	
Outstanding Invoices							
Number	Date	Balance	0-30	31-60	61-90	91-120	Over 120
1900012	1/8/2019	11,785.48	11,785.48	0.00	0.00	0.00	0.00
Total		11,785.48					

Project	2018.00333	Updated Controls	Invoice	1900194
---------	------------	------------------	---------	---------

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

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



Emergency Systems Service Company

401 O'Neill Drive, Quakertown, PA 18951-4227
PHONE: 215-536-4973 • FAX: 215-536-6676
www.emergencysystems-inc.com

PROPOSAL

PAGE:1

RECEIVED

DEC 14 2018

ORDER NO: 9110041
ORDER DATE: 12/13/2018
TERMS: Net 30
AGMT NO:
SALES PERSON: 0101
CUSTOMER NO: POCONTO

BILL TO: POCONO TOWNSHIP SITE/SHIP TO:

POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

POCONO TOWNSHIP
VARIOUS LOCATIONS / UNITS
TANNERSVILLE, PA 18372

CONFIRM TO: PATRICK BRIEGEL

Planned Maintenance Agreement per attached Maintenance Service Outline.
Maintenance Agreement valid for dates specified below

Service Agreement KCON0802A POCONO TOWNSHIP - PLS #1-5

Agreement Renewal for 01/01/2019 to 01/01/2020 Contract Amt: \$4402.01

PLEASE BE ADVISED THAT YOUR PLANNED MAINTENANCE AGREEMENT IS UP FOR RENEWAL.

PLAN A - YEARLY SERVICE AGREEMENT - 1 MAINTENANCE SERVICE VISIT

For Service at the Following Location(s)

1. POCONO - HAMILTON TOWNSHIP PUMP STATION # 3 , BARTONSVILLE , PA
ID: GEN1 Item: *DS00150D6S- Desc: 150KW MTU GENSET - RAK0574 Serial #: 341471-1-2-0112
 2. POCONO - HAMILTON TOWNSHIP PUMP STATION # 4 , BARTONSVILLE , PA
ID: GEN1 Item: *DS00150D6S- Desc: 150KW MTU GENSET, -RAK0574 Serial #: 341471-1-1-0112
 3. POCONO - HAMILTON TOWNSHIP PUMP STATION # 5 , BARTONSVILLE , PA
ID: GEN1 Item: *DS00550D6S- Desc: 550KW MTU GENSET, -RAH1484 Serial #: 341394-1-1-0112
 4. POCONO TOWNSHIP PS #1 RT 611 & 314 , SWIFTWATER , PA
ID: GEN1 Item: *100REZG Desc: 100KW KOHLER GENSET Serial #: 2342678
 5. POCONO TOWNSHIP PS #2 SULLIVAN TRAIL AND RT 715 , TANNERSVILLE , PA
ID: GEN1 Item: *30REZG Desc: 30KW KOHLER GENSET Serial #: 3014142
- SCHEDULED SERVICE VISIT: APRIL 2019

Emergency Systems Service Company

Gail Hare
Planned Maintenance Manager

Authorized Signature

Date

Name (Printed)

Purchase Order#

Quotation Valid for 30 days from Date of Quote

YOUR PARTNER FOR



TAXABLE TOTAL:
NON TAX TOTAL:
TAX SCHED:
SALES TAX:

0.00
4,402.01
NONTAX
0.00

TOTAL

4,402.01

EMERGENCY SYSTEMS SERVICE COMPANY
401 O'Neill Drive
Quakertown, PA 18951
Ph. (215) 536-4973 * Fax (215) 536-6676
1 (866) GEN-POWER

SCOPE OF PLANNED MAINTENANCE SERVICES (Attachment A)

*Perform Inspection on Emergency Power System (EPS), Engine (Prime Mover) and
Emergency Power Supply System (EPSS)*

PRE-START

- ** Check Battery System – Perform Conductance Test and Record Volts and Battery Condition
- ** Check/ Clean Cable Connections @ Battery Terminals and Engine/ Starter Assembly
- ** Check Battery Charging System – Record Charger Volts and Amps
- ** Check Diesel Fuel Daytanks for Condition/ Operation and Fuel Level
- ** Inspect EPS Control Panel and Check and Record Control Panel Status and Hourmeter
- ** Check/ Record Fluid Levels (Diesel Fuel, Oil and Coolant)
- ** Check Condition of Fuel, Oil and Cooling System Hoses
- ** Check Engine Pre-Heater
- ** Pressure Test Cooling System
- ** Check/ Tighten Hose Clamp Connections (Correct Minor Fuel, Oil or Coolant Leaks)
- ** Check Antifreeze (Condition and Protection Levels for Temperature and Corrosion)
- ** Inspect/ Adjust Drive Belts
- ** Inspect Air Cleaner Elements
- ** Inspect Crankcase Ventilation System
- ** Inspect Exhaust System (Record Assessment of "Wet Stacking" on Diesel EPS)
- ** Check Main Circuit Breaker(s), Connections and Status (Closed)
- ** Remove Rear Covers and Inspect Generator End Components

EPS OPERATION

- ** Test Run EPS (No-Load and After Fluid Changes)
- ** Verify Operation of Louvers (Motors and Controls)
- ** Check/ Record EPS Voltage and Frequency
- ** Check/ Record Oil Pressure, Water Temperature, Fuel Level and Battery Volts
- ** Check Engine Alternator – Volts DC

AUTO TRANSFER SWITCH(ES)

- ** Perform Visual Inspection of ATS(s) Components and Connections
 - ** Perform System (EPSS) Test -- Verify Automatic Transfer Switch Operation
- NOTE: EPSS Test Requires Customer Request and Authorization

INCLUDED SERVICES (Annually)

- ** Change Oil and Filters on All EPS
 - ** Change Fuel Filters on Diesel EPS
 - ** Perform Fuel Analysis on Diesel EPS (if applicable)
 - ** Perform Oil Analysis on EPS (if applicable)
- ** Submit Completed Inspection and Operational Report -- Note Any Visual or Operational Problems

EMERGENCY SYSTEMS SERVICE COMPANY
401 O'Neill Drive
Quakertown, PA 18951
Ph. (215) 536-4973 * Fax (215) 536-6676
1 (866) GEN-POWR

PLANNED MAINTENANCE AGREEMENT

ITEM 1

EMERGENCY SYSTEMS shall supply One (1) Annual Service Visit during the Service Year to perform the specific Inspection and Planned Maintenance Services listed on the SCOPE OF PLANNED MAINTENANCE SERVICES (Attachment A). The Service Visits shall be conducted during "Normal Hours" (Monday through Friday 7:00 AM to 5:00 PM).

ITEM 2

EMERGENCY SYSTEMS shall provide to the Generator Set (Emergency Power Supply - EPS)/ Emergency Power Supply System (EPSS) Owner or their Representative, a Maintenance Service Report upon completion of each Planned Service Visit. Any visual or operational problems detected during the course of the Planned Service Visit which might create a hazard or affect the reliability of the Generator Set (EPS) or Emergency Power Supply System (EPSS), shall be brought to the immediate attention of the Equipment Owner or their Representative for resolution.

ITEM 3

EMERGENCY SYSTEMS technicians will perform visual inspection of the transfer switch components (Control Panel, Wire Harnesses) and connections. Power panel component (main contacts) inspection would require power shutdown thru the Transfer Switch (or require Bypass-Isolation Type ATS and customer request for Bypass and approval). This would require an additional line item on the SCOPE OF PLANNED MAINTENANCE SERVICES.

In which case, EMERGENCY SYSTEMS technicians require disconnecting of the Normal Power Source (Utility Breaker) providing power to the Transfer Switches to be the responsibility of the System Owner or their Representative.

ITEM 4

EMERGENCY SYSTEMS shall provide any repairs (Quoted/ Scheduled or Emergency) with approval of the Generator Set (EPS)/ Emergency Power Supply System (EPSS) Owner or their Representative. Service/ repairs shall be available Twenty-four (24) Hours/ day, Seven (7) Days/ week at the published Labor Rate Schedule.

ITEM 5

EMERGENCY SYSTEMS shall provide a discounted rate of Ten percent (-10%) off the Total Invoice for any repairs (Quoted/ Scheduled or Emergency) with approval of the Equipment Owner or their Representative.

Note - Invoice Payment Terms are Net/30 Days. In the event that Invoice Payment Terms are not met, or other suitable payment arrangements are not made with Emergency Systems Accounts Receivable prior to the Invoice Due Date, the Agreement Discount (-10%), shall be declared Null and Void and payable on demand. Emergency Systems Service Company reserves the right to cancel the Agreement Discount of Ten Percent (-10%) on any future repairs during the remaining Planned Maintenance Agreement Period.

Any additional work not included on Attachment A as performed by Emergency Systems shall be invoiced as above.

Service visits are contingent on this account being in good standing with no balance owed over 60 days.

**UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT**

THIS CONTRACT is entered into this day of _____, 2019, by and between Utility Locator, a Division of Trinity Subsurface Engineering ("Utility Locator"), and Pocono Township ("Customer").

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (Contract Service Area).
- B. Customer desires to have Utility Locator provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, Utility Locator and Customer agree as follows:

1. Responsibilities of Utility Locator.
 - 1.1 Utility Locator shall furnish all labor, materials and equipment necessary to locate services for Customer within the Contract Service Area. Utility Locator will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
 - 1.2 Upon receipt of a request for a locate, Utility Locator will assess whether a field visit to the excavation site and a visual examination is required to determine if a conflict exists between the Customer's facilities and the proposed excavation. If Utility Locator determines that no field visit or visual examination is necessary, Utility Locator will proceed under section 1.4 below.

- 1.3 If Utility Locator determines that there are locatable facilities present at the excavation site, it will indicate the presence of those facilities with appropriate markings. Utilities will be marked utilizing the APWA standards.
- 1.4 If Utility Locator determines that Customer's facilities are not present at the excavation site, Utility Locator will either notify excavator prior to the proposed excavation that Customer's facilities are not present or mark the excavation site in a manner to indicate that Customer's facilities are not present at the proposed excavation site.
- 1.5 Customer agrees that Utility Locator will have the right to screen tickets via prints.
- 1.6 If Utility Locator determines that there are unlocatable facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 1.7 Subject to the terms of section 2.2, Utility Locator shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 1.8 Utility Locator shall not subcontract the services or any part of the services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 1.9 Utility Locator shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. Utility Locator shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to

the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

2. Responsibilities of Customer.

- 2.1 Customer agrees to provide Utility Locator with the necessary maps and records to permit Utility Locator to provide the locator of the services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information.
- 2.2 Customer agrees that it will reasonably cooperate with Utility Locator so that Utility Locator enjoys the same protection under the laws applicable to the Customer regarding third party claims as the Customer would enjoy if it were performing the services.
- 2.3 Customer will pay Utility Locator for the locator services in accordance with the charges set forth on Exhibit A. Utility Locator shall bill for all tickets received from the State One Call, on behalf of Customer. Utility Locator will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

3. Term, Termination and Exclusive Nature of Agreement

- 3.1 This Agreement shall be effective as of _____, 2019, and continue for a period of 24 months, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 3.3.
- 3.2 Customer shall use Utility Locator as its exclusive provider of locating services within the contract service area.
- 3.3 Either party to this Agreement can terminate this Agreement upon 30 Days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by Utility Locator prior to the effective date of termination.

4. Investigations of Damage to Customer's Facilities

4.1 Should either party to this Agreement become aware of any damage to Customer's facilities that occurs after Utility Locator has been asked to perform a locate with respect to the Customer's facilities, the party learning of the damage to Customer's facilities shall promptly notify the other party. This notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of damage to Customer's facilities.

4.2 Utility Locator will investigate incidents of damage to Customer's facilities and provide a written report of its findings to Customer upon request. Customer shall have the right to dispute Utility Locator's determination.

5. Limitation of Liability and Indemnification of Customer by Utility Locator

5.1 Utility Locator will be responsible for paying Customer's restoration costs only if: a) Utility Locator receives a request to provide locate services with respect to Customer's facilities, and b) the damage to Customer's facilities is determined to be the fault of Utility Locator. If the damage to Customer's facilities is not the fault of Utility Locator or if Customer's facilities are unidentifiable facilities or unlocatable facilities, Utility Locator's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the excavator or another third party is liable for such damage to Customer's facilities. Utility Locator shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all third party claims to the extent the same arise from damages that are caused by Utility Locator; provided, however, Utility Locator shall not indemnify Customer indemnities for third party claims arising from damages that are not the fault of Utility Locator or damages to unidentifiable facilities or unlocatable facilities or for third party claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

6. Indemnification of Utility Locator by Customer

6.1 Customer shall indemnify and hold harmless Utility Locator, its agents, employees, officers, directors and shareholders (Utility Locator Indemnities) from and against any and all third party claims to the extent the same arise from damage to Customer facilities if the Customer's facilities were either unidentifiable facilities or unlocatable facilities, or if the third party claims arose from the negligence or willful misconduct of Customer, its agents or employees.

7. Equal Employment

7.1 Utility Locator acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law (Protected Classifications).

8. Insurance

8.1 Utility Locator shall provide the following insurance coverage at a minimum:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence

Automobile Liability
BI & PD Combined

\$1,000,000 Each Occurrence

9. Miscellaneous

9.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If Utility Locator claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from Utility Locator that such cause has ended.

9.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of Utility Locator and Customer. The term "Agreement" shall include any such future amendments or modifications.

9.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and Utility Locator each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.

9.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of Utility Locator who has been used by Utility Locator within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Pocono Township

Utility Locator a Division of Trinity
Subsurface Engineering

By: _____
(Signature)

(Please print)

Title: _____

By: _____
(Signature)

(Please print)

Title: _____

DRAFT

Exhibit A

Utility Locator shall provide services for the following:

- **State(s):** Pennsylvania
- **Facility Type(s):** Sewer-Sanitary;Sewer-Storm
- **CDC Code(s):** _____

DRAFT

Exhibit B

Utility Locator will charge for services rendered hereunder:

• Per One Call Ticket	\$30.00
• Project Threshold	\$15.00 Per ¼ Hour
• Per Normal Hours Emergency Ticket	\$45.00
• After Hour Emergencies Ticket	\$55.00
• Annual Contract Maintenance Fee	\$1,000
• Watch and Protect Services	\$60/hr

NOTE: Utility Locator does not charge for any drive time

Pricing Definitions

Per One Call Ticket -	All tickets received from the State One Call with Pocono Township's Member Code. Each ticket granted 30 minutes of locating time.
Project Threshold Rate	If locating the Pocono Township utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after thirty minutes of locating
Emergency Normal Hours	Emergency Underground Locate Request Performed during Normal Business Hours: Monday through Friday 7:00 A.M. – 5:00 P.M.
After Hour Emergencies	This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all-day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We <u>do not</u> charge for travel time.
Watch and Protect	If the Pocono Township requests that a Utility Locator technician to be onsite to ensure the protection if the utility during excavation.

Invoice Distribution Method: Email

Utility Locator shall render invoices and statements to Customer on a Monthly basis. Each statement shall be paid by Customer with payment terms of Net 30 of invoice date.