



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

April 2, 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 22, 2018 – personnel

Executive Session – April 2, 2018 (prior to meeting) - personnel

Airpark Resort (formerly Spa Castle) will present/discuss sewer needs at regular BOC meeting scheduled for April 16, 2018 at 7pm but has been moved to the St. Luke's Ambulance Bldg

Hearings –

Presentations –

**OLD BUSINESS**

1. Approve minutes of March 19, 2018 work session (action item\*)
2. Approve minutes of March 19, 2018 regular meeting of the Board of Commissioners (action item\*)
3. Approve minutes of the March 22, 2018 Special Meeting of Board of Commissioners (action item\*)

**NEW BUSINESS**

1. Personnel
  - i. Motion to consider the hiring of Kevin Daher as seasonal Lead Worker for Pocono Township Parks at a rate of \$16.00 per hour, for not more than 39 hours per week, effective Wednesday, April 4, 2018. (action item\*)

(Action Item\*)

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

\*\* Change to agenda versus draft posted on website

## 2. Financial Transactions

- a. Ratify vouchers payable for the period ending March 29, 2018 in the amount of \$ 2,497.52 (action item\*)
- b. Ratify gross payroll for pay period ending March 25, 2018 in the amount of \$ 79,564.88 (action item\*)
- c. Approve vouchers payable received through March 29, 2018 in the amount of \$ 160,399.37 (action item\*)
- d. Approve capital purchases through March 29, 2018 in the amount of \$16,425.00 (action item\*)

### Report of the President

- a. Motion to consider sewer committee meetings of the whole board prior to regular board of commissioner meetings (action item\*)
- b. Discussion on space for library

### Commissioners Comments

Bob De Young – Vice President

Harold Werkheiser – Commissioner

Rich Wielebinski – Commissioner

- Consideration of number of civil service board alternates

Jerrold Belvin – Commissioner

- COG Update
- 911 Signs
- Registration Update
- ID Status Update
- Municipal Internship Program

### Reports

- a. Finance Committee
- b. Sewer Committee  
Kalahari
- c. Administration – Manager's Report
  - i. 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\*)
  - ii. Motion to ratify the engagement letter with Zelenkofske Axelrod, LLC to complete the mandatory DCED report due by April 1, 2018 (action item\*)

(Action Item\*)

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- iii. Motion to approve entering into a contract with Site 2 to provide back up IT services at a cost of \$210.00 per month for one year (action item\*)
  - iv. Motion to authorize solicitor to advertise for hearing of adoption of codification of township ordinances (action item\*)
  - v. Inform Board and Residents of the Great American clean-up to be held from March 1<sup>st</sup> through May 31, 2018. Register with Monroe county Municipal Waste Management Authority to get free clean up supplies
  - vi. Inform Board of 2018 PSATC Conference – June 21 – 24 – Skytop Lodge
  - vii. Inform Board of Eagle Scout Ceremony invitation – Jared Thomas Cziko – May 12, 2018 – 1pm – St. Luke's Hall
  - viii. Update on Short Term Rentals (possible action item\*)
- d. Public Works Report
- i. Motion to Award Road paving project (wearing and leveling course) to lowest qualified bidder (action item\*)
- e. 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. Update on request to dedicate to township MCTA Drive
  - viii. Motion to ratify the purchase of two plug valves for Valve Station 2 at a cost of \$2029.50 each as recommended by Patrick Briegel and Boucher & James (action item\*)
- f. Township Solicitor Report
- i. Update on Exxon Monitoring Wells Agreement

## **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 BOARD OF COMMISSIONERS**  
**Work Session Minutes**

**DATE:** March 19, 2018  
**TIME:** 6:00 pm  
**PLACE:** Township Building  
**PRESIDING COMMISSIONER:** Jerry Lastowski  
**ROLL CALL:**

Harold Werkheiser - Absent  
Richard Wielebinski - Present  
Robert DeYoung - Present  
Jerrod Belvin - Present

Also present were members of the Park Board – Charlie Trapasso, Alex Grum, Jennifer Fisher and Esme Felins, Leo DeVito-Solicitor, Donna Asure-Township Manager

The work session was called to order at 6:10pm by President Lastowski.  
The Park Board had provided an agenda and discussed issues of importance to the board and requested guidance on how to proceed on certain topics.

Discussed were –

- Staffing at the park including the hiring of a lead worker.
- The possibility of having the public works employees start to clean up the park
- How to prepare for the April 1<sup>st</sup> opening
- The three marketing proposals to assist in development of promotional material and a logo for the Pocono Township Park
- The 2018 Budget with capital items such as a new pavilion and rubberized flooring.
- The involvement of the township solicitor in preparing agreements for use by organizations wishing to do programs at the park
- The need and cost for wi-fi to the maintenance building at the park
- The different events that are scheduled to be held at the park this year

There was no public comment received.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN DURING WORK SESSION.  
The work session ended at 6:55pm.

Submitted by:

Donna M. Asure  
Township Manager

**POCONO TOWNSHIP BOARD OF COMMISSIONERS**  
**REGULAR MEETING MINUTES**  
**MARCH 19<sup>th</sup>, 2018 7:00 P.M.**

**DRAFT**  
*Revised 3/27/2018*

The Regular meeting of the Pocono Township Commissioners was held on Tuesday, 03/19/2018 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 7:00 p.m., followed by the Pledge of Allegiance.

**ROLL CALL:** Gerald Lastowski, present; Bob M. DeYoung, present; Harold Werkheiser, absent; Richard Wielebinski, present; and Jerrod Belvin, present.

**IN ATTENDANCE:**

Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer, Boucher & James, Inc.; Donna Asure, Township Manager; and Pamela Tripus, Township Secretary, were present.

**PUBLIC COMMENT:**

Maxine Turbolski and Christopher Ortolan, Twp. residents, questioned the Charles Vogt Agreement. L. DeVito, Twp. Solicitor, explained Charles Vogt was terminated by the prior board and an offer was made by the prior board. L. DeVito explained, Charles Vogt felt he had valid documentation to make a claim against the Township and after further negotiations and review of claim documents, the Board and Charles Vogt agreed to the settlement and the release.

Christopher Ortolan, Twp. resident, asked Commissioner Wielebinski and Commissioner Belvin for their opinion on the change in public comment. R. Wielebinski explained he followed up with PSATS and noted the change still allows public comment. He noted the agenda has been changed to include more information and detail. The overall goal is to allow the meetings to be run more professionally.

J. Belvin, noted he spoke to the County Commissioners and School Board members concerning the change in meeting format for Public Comments. He noted the public is invited to the Work sessions and the Board has discussed adding bullets to the work session minutes to keep the public better informed.

Christopher Ortolan, Twp. resident, voiced his opinion against the change in Public Comments format. Discussion followed.

J. Lastowski noted the Board will consider making changes, if problems are found with the new format.

Diane Zwiefel, Twp. resident, read an email from State Representative Jack Rader concerning allowing public comment.

J. Belvin noted he and other Commissioners met and discussed the change to Public Comment with State Representative Jack Rader.

Ellen Gndt, Twp. resident, commented on the Charles Vogt release and threat of the claim. J. Lastowski explained the potential cost of the lawsuit would outweigh the cost of the settlement. L. DeVito, stated the threats of the claim.

Jake Singer, Twp. resident, questioned the expansion of Flute Road by MCTA.

Ellen Gndt, Twp. resident, questioned where the money to settle the C. Vogt will come from. D. Asure explained it will come through payroll.

PUBLIC COMMENT CONT:

Diane Zwiefel, questioned if legal action could be taken. L. DeVito, Twp. Solicitor, noted it was not acted on by the prior Board or current Board.

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ANNOUNCEMENTS:

Executive Session was held on March 14<sup>th</sup>, 2018 for personnel matters  
Executive Session was held on March 19<sup>th</sup>, 2018 for personnel matters

HEARINGS:

Ordinance 2018-03 - Repealing Ordinance 2018-01 - L. DeVito, Twp.  
Solicitor, opened the hearing and explained after the Ordinance was approved, there was a question on the legal ownership of the land. Vincent Trapasso, property owner on Wiscasset Ave. questioned the impact to his properties. Jon Tresslar, Twp. Engineer, explained the request is to vacate the portion of Wiscasset Ave., in front of Pocono Brew Pub which is to be abandoned by the PennDOT 611 project. Lori Zimmerman, party of the Robert Miller Estate, asked why the Ordinance would be repealed. Silvio Vitiello, owner of Running Lane, noted he had an agreement of sale. L. DeVito explained an agreement of sale is not legal ownership. L. DeVito, Twp. Solicitor, explained the legal owners will be required to submit the petition. Hearing no other public comment. L. DeVito closed the hearing. B. DeYoung made a motion, seconded by R. Wielebinski, to close the hearing. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to adopt Ordinance 2018-03 - repealing Ordinance 2018-01 granting the request to vacate a portion of Wiscasset Lane. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Ordinance 2018-04 - Liquor License Transfer - Dhavni Corporation to 2740 Route 611 - L. DeVito, Twp. Solicitor, opened the hearing. Matthew Anderson of Norris, McLaughlin, & Marcus, P.A. represented the applicant. He explained the transfer is for Liquor License No. R-18213 from former Alpine Mountain Resort, Inc., in Henryville to 2740 Rt. 611, Tannersville. The applicant wishes to sell beer and wine. J. Lastowski questioned if the building will be expanded and noted the 611 & 715 realignment. Payal Patel, Dhavni Corp., explained a portion of the building will be altered to allow for a seating area for the liquor sales as required. R. Wielebinski commented on the parking spaces. Christopher Ortolan, Twp. resident, questioned how the Twp. can determine the number of liquor licenses allowed in a Township. L. DeVito explained the Township may commission a study to provide information on liquor licenses. Hearing no other public comment, L. DeVito closed the hearing. R. Wielebinski made a motion, seconded by J. Belvin, to close the hearing. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/19/2018**  
**ORDINANCE 2018-04 CONT:**

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J. Lastowski made a motion, seconded by R. Wielebinski, to adopt Ordinance 2018-04 - Approving the Intermunicipal transfer of Liquor License No. R-18213 into Pocono Township. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, no; and J. Belvin, yes. Motion carried.

Full copies of the Transcripts for the above hearings may be obtained from Panko Reporting.

**MINUTES:**

R. Wielebinski made a motion, seconded by J. Belvin, to approve the Special Board of Commissioner meeting minutes of 03/14/2018. P. Tripus noted a correction to the header. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**PERSONNEL**

The Board of Commissioners convened into executive session at 7:55 p.m. to discuss a personnel issue and reconvened at 8:15 p.m. No action was taken.

**FINANCIAL TRANSACTIONS**

R. Wielebinski made a motion, seconded by B. DeYoung, to ratify gross payroll totaling \$78,785.87 for pay period ending 03/11/2018. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

B. DeYoung made a motion, seconded by J. Belvin, to approve vouchers payable totaling \$183,928.29 for period ending 03/16/2018. D. Asure explained the vouchers payable was revised to reflect a rededuction due to a duplicate payment and the addition of payment for reimbursement to R. Wielebinski for PSATS training and expense. Roll call: R. Wielebinski, abstained; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**REPORT OF THE PRESIDENT**

Gerald Lastowski, President

Board of Commissioner Bylaws -

R. Wielebinski made a motion, seconded by J. Belvin, to adopt the Pocono Township Board of Commissioners Bylaws. Roll call: R. Wielebinski, abstained; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Policy on Work Session Minutes -

R. Wielebinski made a motion, seconded by B. DeYoung, to adopt the following policy: J. Lastowski spoke in favor of limiting the minutes to whose present, date, time and public comment as before. R. Wielebinski and J. Belvin spoke to include a bullet list of items discussed. Discussion followed. To better clarify the motion, R. Wielebinski withdrew his motion, B. DeYoung withdrew his second.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/19/2018  
POLICY ON WORKSESSION MINUTES CONT:

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R. Wielebinski made a motion, seconded by B. DeYoung, to adopt a policy for Work session minutes to include: minutes with bullet points, to list no formal action is taken, all public comment, date, time, and those in attendance. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**COMMISSIONERS COMMENTS**

Robert M. DeYoung, 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. B. DeYoung made a motion, seconded by R. Wielebinski, to open the invitation to all Planning Commission members interested and all costs will be covered by the Township. Since not an agenda item, J. Lastowski opened the meeting for Public Comment. No comment was heard. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Harold Werkheiser, Commissioner, absent.

Richard Wielebinski, Commissioner

Dangerous Structures - Mike Tripus, Twp. Zoning Officer, noted the notices of violations were sent.

Jerrold Belvin, Commissioner

COG Update - 911 Center is working the CAD and GIS updated. J. Belvin asked what the status is for 911. Discussion followed.

**REPORTS:**

Pocono Township Police - Kent Werkheiser, Police Chief, gave his report noting 689 incidents for the month of February. J. Lastowski requested an update on the applicants for hiring. K. Werkheiser noted the recommendation should be within 2 to 3 weeks. B. DeYoung questioned if the vehicles have been listed on Municibid. P. Tripus explained the vehicles were listed on Municibid for bidding and will be on the April 16<sup>th</sup>, BOC meeting.

St. Luke's Ambulance - Rodney Wolf Jr., St. Luke's Director & Transport Services, reported 114 calls were received. He thanked Jerrod Belvin, EMC, Donna Asure, Twp. Manager, Pocono Township Road Department, Pocono Township Police, and Pocono Township Fire Company for their work during the recent storm events. J. Lastowski thanked the Emergency Services for their work.

Pocono Township Volunteer Fire Company - Brad Harrison, Pocono Township Fire Chief, gave his report. He requested a meeting with the Board to discuss a volunteer driver. J. Lastowski noted the Board is aware of the issue and is working with the Twp. Solicitor and the Township Manager to resolve the issue.



REPORTS - FIRE COMPANY-CONT:

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R. Wielebinski questioned if false alarms were being billed. B. Harrison requested guidance from the Board of Commissioners for how to proceed. Discussion followed. J. Lastowski suggested the Fire Company set up a meeting with the Twp. Manager and representatives of the Board to discuss.

Park Board - Charlie Trapasso, Park Board President, noted the calendar of events have been posted, three quotes were received from marketing companies, the new pavilion will be bid, and they will work with the Commissioners for the park opening and staffing.

Finance Committee - No report

Sewer Committee -

J. Lastowski noted a meeting will be held with BCRA on Friday at 9:00 a.m.

Administration - Manager's Report -

Beyer-Barber - GASB 75 Audit

R. Wielebinski made a motion, seconded by J. Belvin, to approve the quote from Beyer-Barber in the amount of \$3,700.00 to perform a GASB 75 Audit. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Lease-purchase of Copiers for Township and Police Buildings - D.ASURE, Twp. Manager, explained four quotes for a 48 month lease with buyout were received for three copiers, one for the Police Department and two for the Township building. Jamie Lodovici, Topp Business Solutions and Jim Becker, Access Office Technologies, were present. Discussion followed.

R. Wielebinski made a motion, seconded by B. DeYoung, to table the decision to enter into an agreement for the lease-purchase of three copiers for Pocono Township Municipal building and Police Department. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Enterprise Service Agreement - Vigilant Solutions -

L. DeVito, Twp. Solicitor, noted he would like additional time for clarification on the contract. No action taken.

Public Works Report -

Road Material Bid - D. ASURE, Twp. Manager, explained the Township received two bids.

J. Lastowski made a motion, seconded by J. Belvin, to award the Road Material Bid to Eureka Stone Quarry and Locust Ridge Quarry as lowest bidder in each respective category as listed on Attachment A. B. DeYoung questioned the amounts of R6 & R7. D. ASURE noted she worked with Jeffery Roback to compile the bids and amounts. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

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Sewer User Fee Reduction Date - D. Asure, Twp. Manager, explained BCRA cannot back date the bills. Refunds would be required to be compiled and issued by the Township. Discussion followed concerning costs to implement an earlier date.

J. Lastowski made a motion, seconded by J. Belvin, to make the sewer user fee reduction rate, approved in Resolution 2018-37 at the 03/14/2018 Board of Commissioner Special meeting, effective 4/1/2018. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Phone lines for SCADA System - D. Asure, Twp. Manager, explained a dedicated line is needed for the sewer system computer. Discussion followed. J. Belvin made a motion, seconded by B. DeYoung, to approve a new phone line with Verizon for the SCADA system in the amount of \$31.66 per month plus fees and taxes for a two year agreement. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Underground Fuel Tanks - D. Asure, Twp. Manager, explained at the last meeting the Board considered waiting until plans for the renovation were completed.

R. Wielebinski made a motion, seconded by J. Belvin, to rescind the directive to have the underground fuel tanks removed until further discussion concerning building renovations. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

#### TOWNSHIP ENGINEER REPORT

Status Report on Sewer Redesign - J. Tresslar, Twp. Engineer, noted the crane is installed at Valve Station #2, work is continuing at Valve Station #1, Verizon is installing the line for the SCADA system.

Route 611 Sewer Line Relocation Work Update - J. Tresslar has reached out to PennDOT and the consultant. PennDOT is estimating Leeward will start work the beginning of April.

Sanofi Sanitary Sewer Easement - J. Tresslar spoke to their Engineer and is waiting for PennDOT to determine the amount of the easement required.

Enclosure for Valve Station #5 - J. Tresslar expects to go out to Bid, next week for a prefab or 'stick' enclosure.

White Oak Culvert replacement project - J. Tresslar had completed the preliminary design and is preparing to submit to DEP. Part of the requirements is to remove the hump from the road. Discussion followed on alternative routes during construction. He suggested speaking to the neighboring home owners association to utilize the private road.

**POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/19/2018**  
**TWP. ENGINEER REPORT CONT:**

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Fish Hill Road Storm System Notice of Violation from MCCD - J. Tresslar explained during a storm there was blow out of the drainage system. A stilling pond backed up water into the pipe and the swale was damaged. D. Asure, Twp. Manager, had the road department clean out the culvert box but the pipe is blocked. MCCD is requesting an E&S Plan for the repair.

Pump Station Repairs and Improvements - J. Tresslar, Twp. Engineer, reviewed his letter dated 03/15/2018 noting improvements to the pump stations. During the last two storms they observed the wiring diagrams for the Pump Stations did not match what exists and he noted T&M Associates, identified the problem previously. J. Tresslar received a proposal to rewire the stations at a cost of \$23,500.00. J. Tresslar explained two of the pump stations air release valves and compressors are not linked to the communication system. Cost to link is \$7,500.00. The mechanical floats are not wired properly and a quote to replace the floats and wire them to the system is \$10,500.00. D. Asure noted the quote for the floats was not included. R. Wielebinski questioned the condition of the floats. J. Tresslar will provide the Board with additional information on the floats. J. Lastowski made a motion, seconded by J. Belvin, to approve the improvements and repairs to the sanitary sewer pump stations as recommended in Boucher & James, Inc. letter dated 03/15/2018 for 1) Keystone Engineering Group consulting services to address wiring needs at the pumps stations in the amount of \$23,500.00; 2) Air release Valves monitoring system in the amount of \$7,500.00; and 3) \$15,000 for the wiring repairs; for a total not to exceed \$46,000.00. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**TOWNSHIP SOLICITOR REPORT**

Update on Exxon Monitoring Well Agreement - L. DeVito, Twp. Solicitor, noted he reached out to Mr. Lopresti, project Engineer, concerning the agreement and is waiting on a response.

Charles Vogt Agreement -

R. Wielebinski made a motion, seconded by J. Belvin, to approve the settlement with Charles Vogt in the amount of \$16,666.67 less payroll taxes and authorize the President of the Board of Commissioners to sign the Agreement and General Release. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Pocono Highlands - Section 5 - L. DeVito, Twp. Solicitor, explained he had received correspondence from Attorney John Dunn concerning the sale of the undeveloped portion of Pocono Highland Estates (Section 5) to a developer. Dion Campbell, Board member of Pocono Highland Estates Property Owners, requested the original approved plan be allowed to be developed as approved.

**PUBLIC COMMENT:**

Ellen Gndt, Twp. resident, questioned Section A of the by-laws and commented on the Charles Vogt contract.

**ADJOURNMENT INTO EXECUTIVE SESSION:**

J. Lastowski made a motion, seconded by R. Wielebinski, to adjourn the meeting into executive session at 9:35 p.m. The next regularly scheduled meeting will be held on April 2<sup>nd</sup>, 2018 at 7:00 p.m. at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, PA.

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

**Pocono Township Board of Commissioners  
Special Meeting Minutes  
March 22, 2018 5:30pm**

President Lastowski called the meeting to order at 5:30pm with the Pledge of Allegiance.

**Roll call** conducted by Township Manager –  
Commissioner Werkheiser – Absent  
Commissioner Wielebinski - Present  
President Lastowski – Present  
Vice-President DeYoung – Present  
Commissioner Belvin – participating by phone

Also present were Leo DeVito, Solicitor, participating by phone and Donna Asure, Township Manager.

**Announcements** – There was an executive session held on March 19, 2018 after the regular board meeting for the purpose of discussing personnel.

There was no public comment at this time.

**MOTION** by Commissioner Wielebinski, seconded by Commissioner Belvin to promote Robert Sargent to the position of Road Supervisor for Pocono Township, effective Monday, March 26, 2018 with a six month probationary period, a starting salary of \$26.00 per hour with increase to \$30.00 per hour upon successful completion of probationary period, benefits as received by members of the Public Works Collective Bargaining Unit, and provided with a smart phone.

All in favor  
Motion Carried

**MOTION** by Commissioner Lastowski, seconded by Commissioner Wielebinski, for discussion, to enter into an agreement with Creative Works for graphic design work for Pocono Township Park and Recreation.

Discussion followed concerning this being the lowest of three quotes, the product that would be received for the cost of \$2730.00 and the different types of advertising that the graphic design product would be used for.

All in favor  
Motion Carried

**MOTION** by Commissioner Lastowski, seconded by Commissioner Belvin to authorize the township manager to send a letter to PennDot stating the township will purchase, erect and maintain a school bus stop sign in the vicinity of 3326 Route 715 after the manager has investigated the exact location of the sign and the feasibility of its placement.

All in favor  
Motion Carried

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**MOTION** by Commissioner Wielebinski, seconded by Commissioner DeYoung to have a procedure in place which requires the Board of Commissioners to be made aware of any advertising money to be spent on such things as the Pocono Record, flyers, etc before they are purchased.

All in favor  
Motion Carried

**Public Comment –**

Ellen Gndt, township resident congratulated Mr. Sargent and asked about his benefits and whether he would receive overtime. Donna Asure reported that his benefits would be the same as the department he is supervising and his position is non-exempt, which qualifies for overtime.

**MOTION** by Commissioner Lastowski, seconded by Commissioner DeYoung to adjourn into executive session at 5:50pm for personnel issues and to not reconvene the meeting.

All in favor  
Motion carried

Respectfully submitted,

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Donna M. Asure  
Township Manager

**POCONO TOWNSHIP**  
**Monday, April 02, 2018**

**SUMMARY**

**Ratify**

General Fund	\$	81,916.68
Sewer Operating	\$	145.72
Sewer Construction	\$	-
Capital Reserve	\$	-

**Bill List**

TOTAL General Fund	\$	114,868.98
TOTAL Sewer <u>OPERATING</u> Fund	\$	39,146.41
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	6,383.98
TOTAL Capital Reserve Fund	\$	16,425.00

**Budget Adjustments**

	\$	-
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**Budget Appropriations**

	\$	-
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**Notes:**

Chk # 2108 to Doris Frailey was a reissue of chk # 2073 made to her husband, Francis Frailey (deceased).  
 Chk # 2073 was approved on 2/20/2018.

**POCONO TOWNSHIP CHECK LISTING**  
**RATIFY**  
**Monday, April 02, 2018**

General Fund	Date	Check	Vendor	Memo	Amount
Payroll	03/30/2018			Pay 6 2018	79,564.88
General Expenditures				TOTAL PAYROLL	<u>\$79,564.88</u>
	03/22/2018	56891	Reserve Account	Postage	2,000.00
	03/22/2018	56892	Verizon Wireless	Phones Township	351.80
Sewer Operating Fund				TOTAL General Fund Bills	<u>\$ 2,351.80</u>
	03/22/2018	2109	Verizon	Sewer Ipad	65.70
	03/22/2018	2110	Verizon	Sewer Modems	80.02
Sewer Construction Fund					<u>\$ 145.72</u>
Capital Reserve Fund				TOTAL Sewer Construction Fund	<u>\$ -</u>
TOTAL General Fund					\$81,916.68
TOTAL Sewer Operating					145.72
TOTAL Sewer Construction					-
Total Capital Reserve					-
				Transferred by:	
				<u>\$82,062.40</u>	

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



**POCONO TOWNSHIP CHECK LISTING**  
**Monday, April 02, 2018**

General Fund		<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
	03/29/2018	56893	Nationwide 457 Plan		Supplemental pension plan	2,694.53
	03/29/2018	56894	A-1 Lock & Safe, LLC		Repair door - Twp. Building	125.00
	03/29/2018	56895	Anglemyer, Aaron		Name Tags/Badge	125.30
	03/29/2018	56896	Bartonsville Printing		Accident reports	175.00
	03/29/2018	56897	Belvin, Jerrod		Training & Expenses	295.17
	03/29/2018	56898	Beyer-Barber Company		Pension Plan admin	1,425.00
	03/29/2018	56899	BIU of PA, Inc.		ZO/SEO Services	4,080.00
	03/29/2018	56900	Boucher & James, Inc.		Engineering	5,973.28
	03/29/2018	56901	Cargill Incorporated		Salt	8,110.91
	03/29/2018	56902	Cefali and Associates PC		Treasurer	595.00
	03/29/2018	56903	Creative Works Systems, Inc.		Park - Logo and Flyers	1,365.00
	03/29/2018	56904	D.G. Nicholas Co.		Parts & Supplies	143.80
	03/29/2018	56905	Fedish, John		Uniform Allowance - Work boots	130.00
	03/29/2018	56906	Government Finance Officers Association		GFOA Training - Razzaq	170.00
	03/29/2018	56907	Gupko, Christopher		Uniform Allowance	130.00
	03/29/2018	56908	Hanson Aggregates Pennsylvania LLC		1/4" Wash	4,581.38
	03/29/2018	56909	Hartmann Electrical Contracting , Inc.		Winter Storm repairs	1,328.00
	03/29/2018	56910	Highmark Inc.		Spending Account	5.60
	03/29/2018	56911	HUNTER KEYSTONE PETERBILT		Truck Repair	1,264.75
	03/29/2018	56912	J & B Auto		Police Vehicle Repair	276.13
	03/29/2018	56913	J. P. Mascaro & Sons		Garbage - Twp.	257.55
	03/29/2018	56914	JNK Hydrotest & Extinguisher Supply Co.		Yearly Extinguisher Services	1,096.60
	03/29/2018	56915	Monroe County Control Center		911 Dispatch - 2nd Quarter	12,116.18
	03/29/2018	56916	MRM Worker's Compensation Pooled Trust		Worker's Comp	33,457.23
	03/29/2018	56917	PA Chiefs of Police Association		Physical testing - New Hires	2,843.37
	03/29/2018	56918	Paige Company		4" tube boxes for plan	301.80
	03/29/2018	56919	Panko Reporting		Court Transcription	155.00
	03/29/2018	56920	PAPCO, Inc.		Diesel/Gasoline	VOID
	03/29/2018	56921	Pitney Bowes		Postage Meter	117.00
	03/29/2018	56922	Pocono Management Associates LLC		Contracted Services	1,376.76
	03/29/2018	56923	Pocono Pistol Range		Range fee	1,650.00
	03/29/2018	56924	Prosser Laboratories, Inc.		Water Testing - Park	29.00

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
03/29/2018	56925	Rath, Eric	Uniform Allowance	497.50
03/29/2018	56926	Reliable Sign and Striping	Stock Road Signs	656.25
03/29/2018	56927	Robert H. Jacobs, Esq.	Opinion - Pension payments	1,500.00
03/29/2018	56928	SPW Cleaning Services	Floor Maintenance - March	100.00
03/29/2018	56929	Stiff Oil Company	Heating Oil	1,554.44
03/29/2018	56930	Tulpehocken Mountain Spring Water Inc	Water	50.40
03/29/2018	56931	UNIFIRST Corporation	Carpets/Uniforms	145.73
03/29/2018	56932	WatchGuard Video	Equipment install	372.00
03/29/2018	56933	Werkheiser, Kent	Firearm repair	91.51
03/29/2018	56934	Zelenkofske Axelrod LLC	2017 Audit	8,000.00
03/29/2018	56935	Cyphers Truck Parts	Truck #3	196.08
03/29/2018	56936	HUNTER KEYSTONE PETERBILT	Truck Repairs	1,244.43
03/29/2018	56937	Otto, Jamie Lynn	Cleaning - 03/24 to 03/31	550.00
03/29/2018	56938	Steele's Hardware	Winter storm repair/Supplies	88.45
03/29/2018	56939	US Bank	Police Pension Employee Contribution March 2018	7,154.32
03/29/2018	56940	Metlife	Non-Police Pension March 2018 Contribution	6,195.42
03/29/2018	56941	PPL	Traffic Lights Electric Service	78.11
03/29/2018	56942	PAPCO, Inc.	Diesel/Gasoline	2,276.03
<b>Sewer Operating Fund</b>				<b>TOTAL General Fund \$ 114,868.98</b>
03/29/2018	2111	Prosser Laboratories, Inc.	Professional services May, June, July, Aug, Sep, Oct, Nov 2017	17,832.82
03/29/2018	2112	BLUE RIDGE COMMUNICATIONS	Internet service pump stations	182.01
03/29/2018	2113	EEMA O&M Services Group, Inc.	Basic Maintenance Contract MARCH 2018 & Emergency Service 2/11	6,973.59
03/29/2018	2114	J P Mascaro & Sons	Waste removal/sewer station # 5 3/1 -3/31/2018	94.50
03/29/2018	2115	MET-ED	100 089 861 569	268.03
03/29/2018	2116	PAPCO	Propane for Pump Stations	1,309.51
03/29/2018	2117	Want To Inc.	Service 1/3, 1/24, 2/13, 2/18, 2/10, 2/23/2018	1,870.00
03/29/2018	2118	Boucher & James, Inc.	Sewer engineering services	4,937.95
03/29/2018	2119	Cramer, Swetz, McManus & Jordan	Sewer legal services	2,919.14
03/29/2018	2120	Emergency Systems Service Co.	Pump Station 3 repairs (Storm Riley)	707.67
03/29/2018	2121	Leddy Telecom Services	Fax line setup to monitor computer.	70.00
03/29/2018	2122	Pocono Management Associates LLC	Contracted services 3/12/18 - 3/25/18	1,981.19
				<b>TOTAL Sewer Operating \$ 39,146.41</b>

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>Sewer Construction Fund</b>				
03/29/2018	252	Boucher & James	Sewer construction projects engineering	\$ 5,633.98
03/29/2018	253	Pocono Township Sewer Operating	Reimburse township for sewer valve project 1631006C invoice	\$ 750.00
			<b>TOTAL Sewer Construction Fund</b>	<b>\$ 6,383.98</b>
<b>Capital Reserve Fund</b>				
03/29/2018	196	Phillips & Donovan Architects LLC	Township & PW building space requirement analysis	\$ 1,221.00
03/29/2018	197	Watchguard Video	Video system for two LSA grant vehicles	\$ 15,204.00
			<b>TOTAL Capital Reserve Fund</b>	<b>\$ 16,425.00</b>
<b>ESSA</b>				
TOTAL General Fund		\$	114,868.98	
TOTAL Sewer Construction Fund		\$	6,383.98	
TOTAL ESSA TRANSFER		\$	121,252.96	Transferred by: _____
<b>Wayne Bank</b>				
Sewer Operating		\$	39,146.41	
Capital Reserve		\$	16,425.00	Authorized by: _____
TOTAL WAYNE TRANSFER		\$	55,571.41	

# COPIERS

## TOPP BUSINESS SOLUTION

## 48 MONTH LEASE \$1 BUYOUT

Konica color copier Model # BH C287  
Printer/ scanner/ fax / 50 sheet external finisher  
Automatic Document feeder / 2 -500 paper tray

\$343.96 Total Lease for 3 copiers per month

7,953 twp b/w	1311 color	4356 bw pd	1157 c pd
<u>.0093</u>	<u>.043</u>	<u>.0093</u>	<u>.043</u>
73.97	56.37	40.51	49.75

\$220.60 Total Usage for 3 copiers per month

Total lease Payment – 3 copiers \$16,509.90

\$564.56 Total per month

## ACCESS OFFICE TECHNOLOGIES

## 48 MONTH LEASE \$1 BUYOUT

Kyocera color copier Model # 225ci  
Print/ Scan/ fax / w Stand alone staple finisher  
Document Feeder / 270 Sheet Dual Scanner

\$382.23 Total Lease for 3 copiers per month

b/w twp	color twp	b/w pd	c pd (estimated)
<u>55.68</u>	<u>59.00</u>	<u>30.49</u>	<u>52.07</u>

\$197.24 Total Usage for 3 copiers per month

This is based on a 3 Tier color copies per quarter. See attached page

Total lease Payment – 3 Copiers MFP \$16221.00

\$579.47 Total per month

## STRATIX SYSTEMS

## 48 MONTH LEASE \$1 BUYOUT

Ricoh MP color copier Model C3004 ex  
Print / Scan / fax / 1000 sheet external finisher  
220 sheet document feeder/ zoom 25%-400%

\$428.88 Total Lease for 3 copiers per month

Includes 12,000 b/w per mo. Overages 0.0105 \$126.00 per mo.  
Includes 2,400 color per mo. Overages 0.070 \$168.00 per mo.

\$ 294.00 Total Usage for 3 copiers per month

Total Lease price – 3 copiers \$15,938.18

\$722.88 Total per month

## FRASER SYSTEMS

Did not quote a 48 month lease w \$1.00 Buyout



## **Zelenkofske Axelrod LLC**

**CERTIFIED PUBLIC ACCOUNTANTS**

*Experience Expertise Accountability*

January 15, 2018

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

You have requested that we prepare the balance sheet and the related statement of revenues and expenditures, debt statement, and statement of capital expenditures and employee compensation (collectively the "financial statements") Pocono Township ("Township") as of and for the year ended December 31, 2017 in the form prescribed by the Commonwealth of Pennsylvania Department of Department of Community and Economic Development ("DCED"), and perform a compilation engagement with respect to those financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

### **Our Responsibilities**

The objective of our engagement is to:

- a. Prepare financial statements in accordance with the format and requirements prescribed by DCED and based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the format and requirements prescribed by DCED.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the format and requirements prescribed by DCED and assist you in the presentation of the financial statements in accordance with the format and requirements prescribed by DCED. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the format and requirements prescribed by DCED as the financial reporting framework to be applied in the preparation of the financial statements.

830 St. Thomas Court, Suite 100, Harrisburg, PA 17109 | 2370 York Road, Suite A-5, Jamison, PA 18929  
3800 McKnight E. Drive, Suite 3805, Pittsburgh, PA 15237 | 210 Tollgate Hill Road, Greensburg, PA 15601 | 144 King's Highway, Suite 304, Dover, DE 19901

[www.zallc.org](http://www.zallc.org)



## **Zelenkofske Axelrod LLC**

**CERTIFIED PUBLIC ACCOUNTANTS**

*Experience. Expertise. Accountability.*

- b. The preparation and fair presentation of financial statements in accordance with the format prescribed by DCED.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that are free from material misstatement, whether due to fraud or error.
- d. The prevention and detection of fraud.
- e. The inclusion of any informative disclosures that are required by DCED
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- h. To provide us with:
  - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - ii. Additional information that we may request from you for the purpose of the compilation engagement.
  - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

Our report will disclose that the financial statements are presented in a prescribed form in accordance with the requirements of DCED and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

### **Engagement Administration, Fees, and Other**

We expect to begin the engagement on approximately March 1, 2018 and to issue our reports no later than March 31, 2018. Jeffrey Weiss is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We will provide you a list of required schedules and analyses to be prepared by your personnel before the engagement begins. Timely completion of our engagement is dependent on cooperation in preparing schedules and analyses timely and accurately. If there are delays in preparing the material or if



## *Zelenkofske Axelrod LLC*

*CERTIFIED PUBLIC ACCOUNTANTS*

*Dependable • Expertise • Accountability*

schedules must be continually revised, costs will increase. We will advise you of difficulties or delays in completing the engagement.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the accountant's report to the date the financial statements are issued.

The documentation for this engagement is the property of Zelenkofske Axelrod LLC and constitutes confidential information. The documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all of our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

During the course of the engagement, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

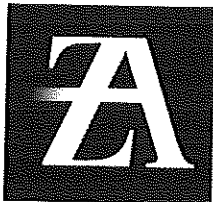
We will provide copies of our reports to management and those charged with governance; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Our Firm is a member of the AICPA. We are required to periodically undergo Peer Review to assure high professional standards. In a Peer Review, a team of outside CPAs randomly selects and reviews financial statements, our report, and supporting workpapers. The Peer Review team is obligated to keep the information that it reviews confidential. If this engagement is selected you authorize our Firm to permit peer reviewers to review the workpapers.



## Zelenkofske Axelrod LLC

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Our Firm policy states that work may not begin on an engagement prior to our receipt of a signed engagement letter. However, should you request that we begin work on this engagement prior to our receipt of a signed copy of this engagement letter and we do so as courtesy to you, your receipt of our correspondence, attendance at meetings with us or similar activities shall constitute acceptance of this engagement letter and agreement to all of the terms contained in it.

The fee and other engagement specific items are included in our agreement to perform the audit of Pocono Township's financial statements for the year ended December 31, 2017.

We appreciate the opportunity to be of service to the Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,

Zelenkofske Axelrod LLC

*Zelenkofske Axelrod LLC*

### RESPONSE:

This letter correctly sets forth our understanding.

Pocono Township

Acknowledged and agreed on behalf of Pocono Township by:

Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

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





## Master Services Agreement

This Master Services Agreement ("Agreement", "Master Agreement", or "MSA") is made and is effective on this 7 day of February, 2018 (the "Effective Date") by and

### **BETWEEN:**

**Diversified Disaster Recovery Services, Inc**  
**DBA Site2**

With its principal address located at  
**417 Lackawanna Avenue**  
**Scranton PA 18503**  
("Site2")

- And -

**Pocono Township**  
With its principal address located at  
**112 Township Drive**  
**Tannersville, PA 18372**  
("Customer")

### **RECITALS:**

**WHEREAS** Site2 owns, distributes and or provides various products or services, **WHEREAS**, Customer desires to license and or purchase certain products or services from Site2, more particularly described on "Hosted Pricing and Services Schedule" attached to and part of this Agreement; and

**WHEREAS**, Customer wishes to obtain the right to use the products and services from Site2 on the terms and conditions described herein.

**NOW THEREFORE** in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agreeing to be legally bound hereby agree as follows:

### **1. Defined Terms.**

Capitalized terms shall have the following meanings or the meanings assigned to them in the other Sections of the Agreement:

"**Agreement**" means the Hosted Pricing and Services Schedule, this Hosted Master Services Agreement, any addendum to this Master Services Agreement agreed by the parties, and the AUP, collectively. Any conflict between the documents shall be resolved by reading the documents in the foregoing order of precedence.

"**AUP**" means Site2's Acceptable Use Policy, as it may be amended from time to time in accordance with Section 6 (AUP) below.

"**Authorized Personnel**" means the Pocono Township Manager.

"**Business Day**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern U.S. time, excluding any federal holiday.

"**Effective Date**" means the day that Customer accepts the Agreement, either by signing a Site2 Pricing and Services Schedule or this Master Services Agreement, or by using the Service.

"**Data Center Service**" means the provision of the servers and other devices and service, as applicable.

"**Service Commencement Date**" means the date on which the Customer executes this Agreement; or such other date that the Service is first made available for use by Customer or would have been available for use but for Customer's delay or default.

"**Service Level Agreement**" means the attached schedule that outlines customer support expectations and obligations.

"**Site2**" is a fictitious name registered by Diversified Disaster Recovery Services, Inc.

"**Pricing and Services Schedule**" means a Site2 Pricing and Services Schedule that incorporates this Master Services Agreement by reference and that has been accepted by Customer, as it may be amended from time to time in accordance with the Agreement.

"**Service**" or "**Services**" means the cloud Services and any Supplemental Service(s) (as defined in Section 2) provided by Site2 to Customer, as further defined in the attached schedules.

"**Supplemental Services**" means the services described in Section 2(b).

"**Support**" means: (i) management of the Services by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in cloud services, (ii) availability of live support as defined in the attached Service Level Agreement.

"**Term**" means the Initial Term and any Renewal Term or Extended Term, collectively.

### **2. Services.**

(a) **Cloud Services.** Contingent upon Customer's satisfaction of Site2's credit approval requirements and on Site2's verification of the information provided by Customer for the purpose of establishing the Service, Site2 agrees to provide the cloud Service in accordance with the terms of each Pricing and Services Schedule entered into pursuant to the Agreement and the other terms of the Agreement.

(b) **Supplemental Services.** In addition, Site2 may from time to time perform certain additional services on an hourly or fixed fee basis, such as customization of the Service at Customer's request, consulting and other professional technical services. Supplemental Services will be performed only on Customer's advance written approval and will be invoiced at Site2's published rates. Site2 may also perform services as described in the AUP for the fees stated in the AUP as necessary to remediate problems caused by AUP violations without obtaining advance Customer consent.

### **3. Term.**

This Master Services Agreement shall remain in effect for so long as any Pricing and Services Schedule incorporating this Master Services Agreement are in effect. The term of each Pricing and Services Schedule begins on the Service Commencement Date for that Pricing and Services Schedule and continues for the period stated in that Pricing and Services Schedule (the

## Master Services Agreement

"Initial Term"). Site2 and Customer may agree to one or more additional terms having a fixed number of months to follow the expiration of the Initial Term (each a "**Renewal Term**"). If upon expiration of the Initial Term no Renewal Term has been established by agreement of the parties, the Pricing and Services Schedule shall automatically renew for successive extended terms of one (1) year each (each an "**Extended Term**") until Site2 or Customer provides the other with thirty (30) days advance written notice of non-renewal. Renewal Terms are subject to automatic price increases of five (5%) percent.

### **4. Payments.**

(a) **Fees.** Customer agrees to pay the fees stated in the Pricing and Services Schedule and fees for any Supplemental Services as described in Section 2(b) above. Site2's first invoice under a Pricing and Services Schedule shall include set up fees and a prorated part of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month. Following the Service Commencement Date, monthly recurring fees shall be invoiced in arrears on or around the first day of each calendar month, and are due on receipt. Invoices for Supplemental Services are due on receipt. Following expiration of the Initial Term, unless Site2 and Customer have agreed to a Renewal Term as described in Section 3 above, Site2 shall increase the monthly recurring fees by five (5%) percent. Fees not disputed within thirty (30) days of the billing date are conclusively deemed accurate and client will be responsible for all charges in full. Payments must be made in U.S. Dollars.

Any invoice discrepancies will be brought to the attention of Site2 in writing, and the related overage or underage will be adjusted on the next month's transaction if all parties agree. Unless otherwise agreed to by Site2 in writing, all payments by customer will be made in full without deduction or setoff for any reason.

(b) **Collections.** Site2 may suspend any or all Services on four (4) Business Days' advance notice to Customer if payment for any Service is overdue. Customer agrees to pay Site2's a current reinstatement fee following a suspension of Service for non-payment. Site2 may charge interest on amounts that are overdue by ten (10) days or more at the lesser of one and a half (1.5%) percent per month or the maximum non-usurious rate under applicable law. Customer agrees to pay Site2's reasonable costs of collection of overdue amounts, including collection agency fees, attorneys' fees and court costs.

(c) **Early Termination.** Customer acknowledges that the amount of the monthly recurring fee for the Service is based on Customer's agreement to pay the monthly recurring fees for the entire Term. Without limiting any other remedy available to Site2 arising from an early termination of the Agreement, in the event Site2 terminates the Agreement for Customer's breach of the Agreement in accordance with Section 14(b) (i) - (iv) (Termination), or Customer terminates the Service other than in accordance with Section 14(a) (i) - (iii) (Termination), all fees due under the Agreement, including the monthly recurring fees, data line fees and other third party fees for the remaining part of the Term, are due thirty (30) days following termination of the Service.

(d) **Taxes.** Customer represents and warrants that it is a tax exempt entity for purposes of all sales, VAT or similar taxes that would otherwise be imposed on the provision of the Services. In the event that a determination is made by the appropriate taxing entity that Customer is not exempt from the aforementioned taxes, Customer shall indemnify Site2 and hold it harmless for any taxes, penalties, interest, fees or costs associated with Site2's failure to collect said taxes from Customer.

### **5. Provision of Equipment and Service**

(a) Site2 will use all reasonable skill and care in the provision of the Service to Customer subject to the terms of the Agreement. Site2 shall have the right to control and direct the means, manner, and method by which it shall perform the Service.

(b) Site2 will use its reasonable efforts to commence the provision of the Service to Customer, but in no event shall Site2 have any liability should there be any delay in the provision of the Service.

(c) Site2 may vary the technical specifications of the equipment, Software, and/or Service provided that such change does not materially denigrate the Service.

(d) Site2 makes no independent representations or warranties with respect to the equipment. In the event that any equipment obtained for Customer by Site2 or by Customer itself fails to perform properly, then such Customers' rights shall be limited to such third party warranties as the sole and exclusive remedies of Customer with respect to such equipment.

(e) If, in Site2's sole discretion, Site2 judges that it is reasonable to do so for the purposes of repair, maintenance or improvement of the equipment, Software and/or Service or any part thereof, Site2 reserves the right to suspend provision of the Service or any part thereof for the purpose of carrying out or implementing such repair, maintenance or improvement, provided that in the event of such suspension Site2 will use its reasonable endeavors to ensure that reasonable notice is given to Customer and minimum disruption to the Service is caused.

(f) Some of Site2's services depend upon software licensing agreements with third party vendors. The customer understands and acknowledges that Site2's ability to continue to provide those services is dependent upon the third party vendor's continued licensing, support and maintenance of that software.

### **6. Customer Obligations.**

Customer agrees to do all of the following at its expense:

(a) **Security Precautions.** Do all those things objectively reasonable to secure its data and computer systems, in connection with its use of the Services;

(b) **Law, AUP.** Comply with all legal requirements applicable to Customer's use of the Services and with the AUP, and if Customer resells Site2's Service, require its customers and end users to comply with applicable legal requirements and the AUP; and

(c) **Investigation of AUP.** Cooperate with Site2's reasonable investigation of any suspected violation of the AUP.

### **7. AUP.**

Customer agrees that Site2 may, in its reasonable commercial judgment, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Customer's use of the Services. Amendments to the AUP are effective on the earlier of Site2's notice to Customer that an amendment has been made, or the beginning of any Renewal Term or Extended Term. However, if: (i) the amendment would materially and adversely affect Customer, (ii) Customer provides Site2 with a written notice describing its objection to the amendment in reasonable detail within five (5) Business Days of the effective date of the amendment, and (iii) Site2 does not agree to waive the amendment as to Customer within five (5) Business Days of Customer's notice, then Customer may terminate the Agreement without liability as provided in Section 13 (a)(iii) (Termination).

### **8. Suspension of Service.**

## Master Services Agreement

Customer agrees that Site2 may suspend Services to Customer without liability if: (i) Site2 reasonably believes that the Services are being used in violation of the Agreement or applicable law; (ii) Customer fails to cooperate with any reasonable Site2 investigation of any suspected violation of the AUP; (iii) there is a denial of service attack on Customer's servers or other event for which Site2 reasonably believes that the suspension of Services is necessary to protect its network or its other customers; (iv) requested by a law enforcement or government agency. (v) payment is due Site2 for service as provided in Section 4(b). Information on Site2's servers will be unavailable during a suspension of Services. Site2 will use commercially reasonable efforts to provide its customers twenty four (24) hours notice of a suspension under this Section, unless a law enforcement or government agency directs otherwise or suspension on shorter or contemporaneous notice is necessary to protect Site2 or its other customers from a significant risk.

### **9. Representations and Warranties.**

(a) Reciprocal. Site2 represents and warrants to Customer, and Customer represents and warrants to Site2, that: (i) it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; (ii) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and, (iii) the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents. If Customer is an individual, Customer represents and warrants that he or she is at least eighteen (18) years of age and has the legal capacity to enter into the Agreement.

(b) Customer. Customer represents and warrants to Site2 that: (i) the information Customer has provided for the purpose of establishing an account with Site2 is accurate; (ii) Customer will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D:3, as set forth in Supplement No. 1 to Part 740 of the United States Export Administration Regulations, (iii) Customer shall not provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any embargoed or highly restricted country under United States export regulations, which include, as of December 2006, Cuba, Iran, and Sudan, (iv) Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons; and (v) Customer shall perform its security and other obligations stated in Section 5 above.

### **10. Unauthorized Use of Service.**

Site2 agrees only to perform the specific security services described in the Pricing and Services Schedule and other part of the Agreement. Customer is otherwise responsible for the security of the servers provided pursuant to this Agreement. Customer shall be responsible for unauthorized use of the Services by any person, unless such unauthorized use results from Site2's failure to perform its obligations under the Agreement.

### **11. Dispute Between Persons Claiming to Have Authority.**

Site2 shall take its direction from Authorized Personnel only. Pocono Township shall not under any circumstance expect or anticipate that Site2 will be responsible for resolving any dispute between persons who claim to have authority to act for Customer in connection with the control of Customer's account with Site2.

### **12. Disclaimers.**

(a) SITE2 DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT WITH INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. NONETHELESS, SITE2 WILL USE ITS BEST EFFORTS TO MAINTAIN THE SECURITY OF CUSTOMER'S DATA.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, SITE2 DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THE AGREEMENT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN. ALL GOODS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, EXCEPT AS EXPRESSLY STATED IN THE SERVICE LEVEL AGREEMENT OR OTHER PART OF THE AGREEMENT.

(c) SITE2 WILL NOT BACK UP CUSTOMER'S DATA STORED ON ANY DEVICE UNLESS BACK UP SERVICES ARE PURCHASED.

### **13. Limitation of Damages.**

The parties agree that the allocations of risk made in this Section are reasonable and that they would not enter into the Agreement without these limitations on liability.

(a) SITE2 SHALL NOT BE LIABLE TO THE CUSTOMER FOR HARM CAUSED BY OR RELATED TO CUSTOMER'S USE OF THE SERVICES (AS SUCH TERM IS DEFINED IN SECTION 1 ABOVE) OR INABILITY TO USE THE SERVICES UNLESS THE HARM WAS CAUSED BY SITE2'S INTENTIONAL BREACH OF THE AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE WILL NOT BE LIABLE FOR RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS OR CORUPTION OF DATA, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS AND OPERATION, OR TRANSMISSION OR FAILURE OF PERFORMANCE WHETHER OR NOT LIMITED TO ACTS OF NATURE, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO INFORMATION ON OUR NETWORK.

(b) CUSTOMER HEREBY RELEASES SITE2 FROM ANY LIABILITY FOR LOSS OF DATA TO THE EXTENT THAT THE DATA HAS CHANGED SINCE THE TIME THAT SITE2 WAS LAST REQUIRED BY THE AGREEMENT TO PERFORM A BACK UP.

(c) NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

(e) NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, EXCEPT FOR CLAIMS BASED ON SITE2'S WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF SITE2 AND ANY OF ITS EMPLOYEES, AGENTS SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THE MONTHLY RECURRING FEE PAYABLE UNDER THE PRICING AND SERVICES SCHEDULE(S) IN EFFECT AT THE TIME OF THE OCCURENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM.

(f) NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY WITH RESPECT TO ANY EVENT, ACT OR OMISSION FOR WHICH A CLAIM ACCRUED MORE THAN TWO (2) YEARS PRIOR TO SUCH CLAIM BEING ASSERTED.

## **Master Services Agreement**

### **14. Termination.**

(a) **Customer.** The Agreement may be terminated by Customer prior to the expiration of the Initial Term or Renewal Term without liability (except for amounts due for Services through the effective date of termination) as follows: (i) Site2 fails in a material way to provide the Service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail; (ii) Site2 materially violates any other provision of the Agreement and fails to cure the violation within thirty (30) days of Customer's written notice describing the violation in reasonable detail; or (iii) upon thirty (30) days advance written notice in the event of an amendment to the AUP that materially and adversely affects Customer and that is not waived by Site2 as provided in Section 6 (AUP).

(b) **Site2.** The Agreement may be terminated by Site2 prior to the expiration of the Initial Term or Renewal Term, without liability as follows: (i) upon four (4) Business Days notice if Customer is overdue on the payment of any amount due under the Agreement; (ii) Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within thirty (30) days of a written notice from Site2 describing the violation in reasonable detail; (iii) upon one (1) Business Days notice if Customer's Service is used in violation of a material term of the AUP more than once; or (iv) upon reasonable notice of at least ninety (90) days if Site2 is threatened with a legal claim for copyright or patent infringement related to the provision of the Service and is unable to modify the Service in a way that avoids an ongoing risk of liability.

### **15. Breaches of Contract and Termination**

(a) Site2 may immediately block Customers access to and use of the Site2 Service and Software; if at Site2's sole discretion, it deems Customer to be in violation of the terms of this Agreement or that Customers use of the Service is in violation of the law. Customers only recourse with respect to its dissatisfaction with any of the terms, conditions, rules, policies, guidelines or practices in operating the Site2 Service is, to the extent applicable, to terminate the Agreement by delivering notice to Site2 as required under the terms of this Agreement. Subject to Section

15 (b), in the event that Customer is in breach of the Agreement and such a breach is not remedied (other than as to the time for performance) within fourteen (14) days of mailing of written notice requiring such breach to be remedied, Site2 shall, without prejudice to its other rights, have the right to terminate the Agreement and delete the Data immediately and without liability on its part in respect of such termination.

(b) Site2 shall be entitled, without prejudice to its other rights, to block Customers access to and use of the Site2 Service and Software and/ or terminate the Agreement and delete the Data without notice to Customer and without liability if Customer is in breach of Sections 4 or 6 or Customer fails on more than two occasions to pay any sum due under the Agreement within the period specified in the Agreement.

(c) Either Customer or Site2 can terminate this Agreement if the other party becomes insolvent or makes any arrangement or composition with or assignment for the benefit of creditors or if any assets are the subject of any form of seizure or if the other party goes into liquidation, either voluntary or compulsory, or if a receiver or administrator is appointed over any or all of its assets. In the case that either party shall have the insolvency or bankruptcy condition cured or relieved of within sixty (60) days of the notice of such default, then the Service may be resumed in the sole discretion of Site2. The forgoing notwithstanding, in the event that customer becomes insolvent, becomes a debtor in bankruptcy, or otherwise becomes subject to the seizure of its assets or suffer the appointment of a receiver, Site2 may

block Customers access to and use of the Site2 Service and Software, terminate the Agreement, and delete the Data.

(d) If Site2 terminates this Agreement following a breach by the Customer of this Agreement, Customer will be liable to pay Site2 100% of the highest Monthly Charge resulting during the Minimum Period or Renewal Period payable for the remainder of the Minimum Period or Renewal Period. The balance of the Monthly Charges for the Minimum period or Renewal Period shall be accelerated in the event of such breach and Site2 shall be entitled to all such amounts including, but not limited to, late fees, interest, early termination fees, and costs.

(e) In the event that Customer fails to provide notice that Customer will not be renewing this Agreement within the time period set forth in Section 3, this Agreement will automatically renew for a like term thereafter at the then available pricing.

(f) Upon the termination of the Agreement and without prejudice to any other rights Site2 may have, Customer shall:

(g) Customer acknowledges that its failure to comply with the terms of this Section will result in irreparable harm to Site2 and, accordingly, in addition to any legal remedies available to Site2 as a result of such failure to comply, Site2 will have the right to seek specific performance of Section 15 (e) or other equitable relief (or the equivalent of any such relief known or designated by some other name or term) from any court of competent jurisdiction. Customer agrees that it is to the personal jurisdiction of any such court in an action seeking such relief.

### **16. Confidentiality.**

(a) **Confidential Information.** "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of the Agreement, that the recipient should reasonably understand to be confidential including: (i) for Site2, Site2's unpublished prices and other terms of service, audit and security reports, server configuration designs, data center designs (including non-graphic information observed by Customer on a tour of a data center), and other proprietary technology, (ii) for Customer, content transmitted to or from, or stored by Customer on, Site2's servers, and (iii) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within thirty (30) day of disclosure; but excluding any information which is independently developed by a non-disclosing party as shown by such party's written business records, is or becomes generally available to the non-disclosing party or the public other than through violation of the Agreement.

(b) **Use and Disclosure.** Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, or the exercise of its rights under this Agreement, or to disclose the other's confidential information to any third party except as provided in subsection (d) below and to its service providers, agents and representatives who need to know the information to represent or advise it with respect to the subject matter of the Agreement; and provided that such service providers, agents and representatives are bound by confidentiality restrictions at least as stringent as those stated in the Agreement.

(c) **Site2's Use of Customer's Name.** Customer agrees that Site2 may publicly disclose that Site2 is providing services to Customer and may include Customer's name in promotional materials, including, press releases and on Site2's Web site. Customer agrees to assist Site2 in new business development efforts as requested by Site2.

(d) **Disclosure of Confidential Information.** Notwithstanding anything to the

## Master Services Agreement

contrary above, Customer agrees that Site2 may, without notice, (i) report to the appropriate authorities any conduct by Customer (or Customer's customers or end users) that Site2 reasonably believes violates applicable law, and (ii) provide any information, including Confidential Information, it has about Customer or its customers or end users that it is required by law or regulation to disclose, or in response to a formal or informal request from a law enforcement or government agency. Site2 may provide any information, including Confidential Information; it has about Customer or its customers or end users in response to a formal request in a civil action that on its face meets the requirements for such a request.

### **17. Software.**

(a) Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appears on any software provided by Site2. Customer may not reverse engineer, decompile, or disassemble any Site2 provided software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation and then following at least ten (10) days advance written notice, or is permitted by the terms of any "open source" license that governs the use of the software.

(b) Customer acknowledges and agrees that all proprietary right, title and interest in and to the Site2 licensed or distributed software, technology, or systems, including all intellectual property rights therein, are owned or licensed by Site2 or its licensors, respectively. Customer shall have no right to sublicense or modify, duplicate or reverse engineer any software or service provided by Site2.

(c) During the term of the Agreement Site2 grants Customer a non-exclusive, non-transferable limited license to use the Software solely for the purpose of using the Service and for no other purpose.

(d) Customer acknowledges that, pursuant to this Agreement, it is granted a non-exclusive, non-transferable, royalty-free right to use, during the term solely for the purpose of using the software and Service.

(e) Customer further acknowledges and agrees that: (i) it is expressly prohibited from translating, adapting, modifying, decompiling, reverse engineering, creating derivative works from, disassembling, unlocking, copying or recreating any component of the software provided by Site2 under the terms of this Agreement; (ii) Site2 shall have all right, title, interest in and to all copies, derivative works, translations, adaptations or modifications of software and Services provided by Site2 howsoever made by Customer; and (iii) any proceeds derived from the activities described above, whether or not made by Customer in compliance with this Agreement, shall accrue to Site2.

### **18. Third Party Products.**

As a convenience to Customer, Site2 may from time to time, either as part of its Partner Program or otherwise, arrange for Customer's purchase or license of third party software, services, and other products not included as part of the Service, and/or may provide support to Customer in relation to those products. SITE2 MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN SITE2 AND CUSTOMER SUCH SERVICES ARE PROVIDED "AS IS." Customer's use of third party software, services, and other products is governed by the terms of any license or other agreement between Customer and the third party.

### **19. Notices.**

Notices to Site2 under the Agreement shall be given in writing via electronic mail or established and well-known express courier to

Vice President and Corporate Counsel  
Site2  
417 Lackawanna Avenue  
Scranton, PA 18503

Notices to Customer shall be given via electronic mail to the individual designated as the Contact on the Pricing and Services Schedule or by means reasonable under the circumstances, including an e-mail to a known contact. Notices are deemed received on the day delivered, or if that day is not a Business Day, as of the beginning of the first Business Day following the day delivered. Notices must be given in the English language.

### **20. Miscellaneous.**

(a) **Solicitation of Site2 Employees.** Customer agrees that it shall not solicit any Site2 employee with whom Customer has had direct contact in connection with this Agreement for employment with Customer or any other person during the term of this Agreement and for twelve (12) months following termination of this Agreement. Notwithstanding the foregoing, Customer shall not be precluded from (i) hiring an employee of Site2 who independently approaches Customer, or (ii) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation. In the event of a violation of this provision, in addition to any other right Site2 may have at law or in equity, Customer shall make a one-time payment to Site2 in the amount of fifty percent (50%) of the employee's base salary for one year.

(b) **Non Competition Non Solicitation.** Customer agrees not to setup or sell competing Services within a one hundred twenty (120) mile radius of Site2 corporate headquarters for a period of two (2) years after termination of this agreement. The purpose of this non competition non solicitation is to protect Site2 because Customer may have access to confidential information and the inner workings of Site2 solutions, information and capabilities. Each party expressly agrees that the term and geographic location in this section are reasonable.

(c) **Ownership.** Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that Site2 shall own any intellectual property that it may develop in the course of performing the Services. Customer does not acquire any ownership interest or rights to possess Site2's server(s) or other hardware, and has no right of physical access to the hardware. Upon termination of the Agreement, Customer agrees to promptly release any Internet protocol numbers, addresses or address blocks assigned to Customer in connection with the Service (but not any URL or top level domain or domain name) and agrees that Site2 may take steps to change or remove any such IP addresses.

(d) **Governing Law, Jurisdiction, Venue, Restrictions.** The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE THE STATE OR FEDERAL COURTS IN LACKAWANNA COUNTY, PENNSYLVANIA, AND EACH PARTY AGREES NOT TO DISPUTE SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO. Customer agrees that it shall not bring or participate in any class action lawsuit against Site2, its affiliates or any of their respective officers, directors, agents or employees.

(e) **Modifications.** Except for the following, the Agreement may be amended only by a formal written agreement signed by both parties: (i) amendments of the AUP as described in Section 6, above, and (ii) changes to the "Services," "Service Implementation," and "Pricing" sections of an existing Pricing and

## **Master Services Agreement**

Services Schedule may be made by an exchange of correspondence (including electronic mail) that includes both parties' express consent to the change. The terms on either party's purchase order or other business forms are not binding on the other party unless they are expressly incorporated into a formal written agreement signed by both parties.

**(f) Non-Waiver.** A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

**(g) Construction.** The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The use of the word "including" in the Agreement shall be read to mean "including without limitation."

**(h) Counterparts.** Any documents signed in connection with the Agreement may be signed in multiple counterparts, which taken together will constitute one original. Facsimile signatures or signatures on an electronic image, such as .pdf or .jpg format, shall be deemed to be original signatures.

**(i) Survival.** The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations and any provision that is made the basis of a claim for indemnification, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.

**(j) Force Majeure.** Neither party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond that party's control, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

**(k) No Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may authorize its subsidiaries and affiliates to use the Services, provided that no such person shall be a third party beneficiary of the Agreement or otherwise be in privity of contract with Site2, and Customer shall be responsible for use of the Services by its affiliates and subsidiaries to the same extent as if Customer had been using the Service itself.

**(l) Severability.** In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision(s) is consistent with the material economic incentives of the parties leading to the Agreement.

**(m) Relationship Between the Parties.** The parties are independent contractors and not partners or joint ventures. Neither party is the agent of the other nor may either party represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. Site2 may provide service to any person, including a competitor of Customer.

**(n) Assignment.** Customer may not transfer the Agreement without Site2's prior written consent. Site2's approval for assignment is contingent on the assignee meeting Site2's credit approval criteria. Site2 may assign the Agreement in whole or in part.

**(o) Notice of Changes to Documents.** Customer represents that it has not made any change to the final signed Pricing and Services Schedule or other

documents constituting the Agreement that have not been brought to the attention of Site2 via a redlined document, e-mail correspondence or other means reasonably calculated to put Site2 on notice of the change.

**(p) Language.** The parties confirm that this agreement and all related documentation are and will be in the English language.

**(q) No Amendments.** No amendments may be made to the Agreement unless it is in writing and is signed by both parties.

**(r) Supersession.** The terms of this Agreement shall supersede the terms of any purchase order or other document submitted by customer to Site2.

**(s) Entire Agreement.** The Pricing and Services Schedule, Site2's AUP, and any Site2 Addendum to this Master Services Agreement accepted by Customer are hereby incorporated in this Master Services Agreement by reference and together collectively constitute the Agreement. The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.

All Schedules attached hereto are integral to, form a part of, and are incorporated into, this Master Services Agreement.

**Master Services Agreement**

WITNESS WHEREOF the parties have caused this Agreement to be signed sealed and delivered by their respective authorized signatories as of the Effective Date.

**Site2**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

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

**I have authority to bind the Corporation.**

**Customer**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

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

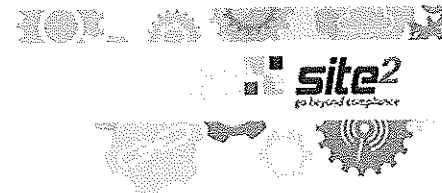
Per: \_\_\_\_\_

Name: \_\_\_\_\_

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

**I/We have authority to bind the Corporation.**

**Document Control #: 4152:5236**



# Quotation

Customer: Pocono Township & Pocono Township Police Dept.

Address: 112 Township Drive  
Tannersville, PA 18372

Contact: Donna Asure

Phone: 570-629-1922

Email: dasure@poconopa.gov

Quotation #: Q-17-120501

Date: 12/06/2017

## Managed IT Services:

Whether you are the business owner or the IT decision maker, you know that IT drives strategic initiatives. Yet you likely still struggle with unpredictable IT expenses, Bring Your Own Device (BYOD) to work challenges, worker productivity issues and business continuity planning. With Site2's Managed IT Services your organization will benefit from on-demand IT on a predictable budget, a more strategic IT role, increased flexibility and work/life balance, as well as improved resiliency and security. The following proposal has been developed specifically for the unique operational and technology needs of Pocono Township & Pocono Township Police Dept.

Service	Qty	Price Per Unit	Monthly Charge	Annual or One-Time
<b>Backup &amp; Recovery Services:</b> Our business continuity and recovery services provide end-to-end protection against a variety of risk scenarios including hardware, site and regional events. By identifying critical data, priority applications, key workflows and recovery point/recover time objectives, we develop customer solutions for each client.				
1. <b>Asigra Cloud Backup &amp; Recovery - License Fee</b> (Windows, Linux or MAC) <ul style="list-style-type: none"> <li>Online backup, powered by Asigra Cloud Backup software for Microsoft Windows</li> <li>Up to 600 GBs of protected data</li> <li>Installed on customer provided server</li> <li>Unlimited updates and patches per software installation</li> <li>HIPAA Compliant FIPS 140-2, 256 AES encryption</li> <li>Local-also backups to customer provided LAN storage.</li> <li>Continuous Data Protection (CDP) feature provides real-time backups.</li> <li>Time &amp; generation based retention allows up to 10,000 backup generations</li> </ul>	1	\$210.00	\$210.00	
2. <b>Disaster Recovery Tests</b> – annual testing coordinated by our backup & recovery experts; one(1) 12-hour non-business day test.	1	Included		Included
3. One Time Set Up/Installation, plus account setup and baseline “seeding”.	1	Included		Included
<b>Backup Sub-Total:</b>			<b>\$210.00</b>	<b>\$00</b>
Service	Qty	Price Per Unit	Monthly Charge	Annual or One-Time
<b>Support:</b> Our engineering team is an extension of your team, helping to ensure your ongoing daily IT operations.				
4. <b>Account Management Support</b> – for billing and account administration questions is included, Mon-Fri, 7 AM to 7 PM EST, except U.S. national holidays.	1	Included	Included	
5. <b>24/7/365 Emergency Support</b> , unlimited email and phone support.	1		Included	
<b>Support Sub-Total:</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL:</b>			<b>\$210.00</b>	<b>\$00</b>



## Pricing Notes:

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- 1) Backup & Recovery (B&R) includes:
  - a. Asigra N+1 Cloud Storage platform in one (1) datacenter.
  - b. FIPS 140-2, 256-bit AES Certified data encryption
  - c. Replicated storage to a second Site2 datacenter facility is available for an additional fee.
  - d. Additional offsite storage is available 100GB for \$25.00 per month, or 1,000GB for \$220.00 per month.
  - e. Local-only storage is available at \$20.00 per 100 GBs per month.
  - f. Asigra windows license annual maintenance fee is \$60.00 a month.
  - g. Cold standby virtual machines (VM) reservations are available for \$25.00 per VM per month for a 1CPU/2GB RAM/50GB HDD base reservation fee.
  - h. Initial/seed backup performed online or via portable storage. Site2 can provide a suitable drive if the client does not have one available.
  - i. Data recoveries can be performed from local backups, online backups and archival backups using "single pane of glass" client user interface.
  - j. Optional Enterprise Backup & Recovery (EBR) appliance is available which includes pre-installed backup software and local backup storage. EBR-Flex, with 1 CPU, 4GB RAM and 2,800 GB storage, is available for \$185.00 per month. Additional horsepower and capacity is available. On board recovery option as available.
  - k. Additional business continuity tests are available for an additional fee.
- 2) Our Managed IT platforms are hosted in facilities with the following features:
  - a. 100% U.S. based data centers and operations support staff
  - b. Redundant fiber-optic data lines from multiple providers
  - c. Power from dual high voltage circuits
  - d. FM-200 fire suppression systems
  - e. Redundant air-conditioning (HVAC)
  - f. Uninterruptible Power Supply (UPS)
  - g. Backup power generators
  - h. 24/7/365 physical security monitoring
- 3) The client is responsible for and must provide all telephone, computer, hardware and software, and services necessary to access the service.
- 4) All server application software, except for those specifically listed, will be installed, configured and maintained by the client or an assigned proxy.
- 5) Support:
  - a. **Account Management support** for billing and account administration questions is included, Monday through Friday, 7 AM – 7 PM ET, except U.S. national holidays.
  - b. **Business Class Computing Support** for configuration questions, technical troubleshooting and inquiries is provided at a fee of \$150.00 per ticket, Mon-Fri 7AM – 7 PM ET. Alternatively, **Enterprise Class Computer Support** is available offering an unlimited number of tickets for a flat rate of \$250.00 per month, Mon-Fri 7 AM – 7 PM ET.
  - c. 24 hours, 7 days a week, 365 days a year system availability and disaster declaration support is included.
- 6) Pricing is based on a **1-year term** agreement and the custom pricing notes defined above.
- 7) All prices are in U.S. Dollars.
- 8) Client agrees to abide by all third party software licensing terms & conditions.
- 9) Pricing is valid until **December 30, 2017**.

## More about Site2:

Site2 is a "Cloud" computing services company specializing in Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Business Continuity as a Service (BCaaS). For over a decade, Site2 has provided managed computing services for organizations with information security, on-demand computing, and mobility & accessibility requirements. We are committed to being our clients' trusted IT partner.

For more information about Site2 and our service offerings, please visit us on the web at [www.site2.com](http://www.site2.com).

## Donna Asure

---

**From:** Rich Linkchorst <Rich@247tech.com>  
**Sent:** Tuesday, March 20, 2018 12:15 PM  
**To:** Donna Asure  
**Subject:** PC - Barracuda Backup server - March 2018 <#247Q8619>  
**Attachments:** 247q8619.pdf

Hello Donna,

I received your name from Carin Morris at Barracuda.

Attached is a quote for Barracuda Backup servers with associated subscriptions.

My company, MTG, has the Barracuda product line on our CoStars Bid Award 003-122. This is an IT hardware contract. This will cover the appliance and Energize updates and Instant replacement subscriptions.

Since it's an IT hardware contract, we cannot include the cloud subscriptions. Those prices are on the quote but noted they must be ordered separately.

It appears you are considering purchasing either the 290 or 390 model and not both. Both models are on the quote. I can update this quote to reflect which model you would like to order. I thought it would be convenient to you if both were listed on the same quote for comparison.

Please let me know if you have any questions or need anything.

Thank you!  
Rich

Rich Linkchorst  
**MICRO Technology Group, Inc.**  
(215) 247-8324 ext; 141  
[www.247tech.com](http://www.247tech.com)

*DISCLAIMER - The information contained in this message (including any attachments) is confidential and may be legally privileged. If you are not the intended recipient, please delete it from your system immediately - any disclosure, copying or distribution thereof or any action taken or omitted to be taken in reliance thereon is prohibited and may be unlawful. Email transmission cannot be guaranteed to be secure or error-free and hereby exclude any liability of any kind for the information contained herein or for the transmission, reception, storage or use of such information in any way whatsoever. If the information contained in this message appears suspicious or malicious in nature, please report to the sender.*



520 State Road  
Bldg. A  
Bensalem, PA 19020  
(215) 247-TECH (8324)

24x7 HELPLINE: (215) 247-TECH (8324) Option 3

## QUOTE

Number: 247Q8619

Date: Mar 20, 2018

**Prepared For (Shipping):**

Donna Asure  
Pocono Township  
Phone:  
112 Township Drive  
Tannersville, PA 18372  
United States

**Billed To:**

Donna Asure  
Pocono Township  
Phone:  
112 Township Drive  
Tannersville, PA 18372  
United States

**Your Account Manager:**

**Rich Linkchorst**  
RLinkchorst@247Tech.com  
Phone: 215-247-8324 ext 141  
520 State Road  
Bldg. A  
Bensalem, PA 19020

**Project Notes:**

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
<b>Site 1:</b>			
<b>The follow product and subscription are covered under Costars Bid Award 003-122</b>			
1	Barracuda Backup Server 290 with 1 Year Energize Updates and Instant Replacement	\$1,927.63	\$1,927.63
1	Barracuda Backup Server 290 with 3 Year Energize Updates and Instant	\$2,768.54	\$2,768.54
1	Shipping US 3 -Day (from West Coast)	\$0.00	\$0.00

**The following subscription is not covered by Costars IT hardware bid award**

1	Barracuda Backup Server 290 1 Year Unlimited Cloud Storage	\$658.68	\$658.68
1	Barracuda Backup Server 290 3 Year Unlimited Cloud Storage	\$1,668.89	\$1,668.89

**Site 2:**

**The follow product and subscription are covered under Costars Bid Award 003-122**

1	Barracuda Backup Server 390 with 1 Year Energize Updates and Instant Replacement	\$3,177.76	\$3,177.76
1	Barracuda Backup Server 390 with 3 Year Energize Updates and Instant	\$4,534.44	\$4,534.44
1	Shipping US 3 -Day (from West Coast)	\$0.00	\$0.00

**The following subscription is not covered by Costars IT hardware bid award**

1	Barracuda Backup Server 390 1 Year Unlimited Cloud Storage	\$1,098.09	\$1,098.09
1	Barracuda Backup Server 390 3 Year Unlimited Cloud Storage	\$2,811.34	\$2,811.34

Your signature below indicates that you have read and agreed to the terms and conditions set forth in this quote. This quote expires in 30 days. A new quote must be obtained after the date of expiration. Please fax signed Quote with a PO# to: 215-788-1766 or Email signed Quote to AR@mtginc.com. Deposit must be received before order will commence.

Accepted By \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ PO# \_\_\_\_\_

**Payment Terms:** 50% deposit upfront/ 50% due net 20

<b>SubTotal</b>	<b>\$18,645.37</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$18,645.37</b>
<b>Deposit Required</b>	<b>\$9,322.69</b>

Note, the appliance with Energize updates and instant replacement subscriptions are per MTG's CoStars Bid Award 003-122. Extended warranty is an Ancillary service on the 003-122 award.

Please note this on the order.

The cloud subscription is not covered under 003 IT Hardware contract. This must be purchased separately.

Orders can be sent to:  
MTG, Inc.  
520 State Road Unit A  
Bensalem, PA 19020

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WHEN LABOR IS HOURLY IT IS ESTIMATED AND UNLESS OTHERWISE AGREED IS CHARGED ON A TIME AND MATERIALS BASIS AT TIME OF INVOICING - SHIPPING IS ESTIMATED AND ACTUAL COSTS WILL BE BILLED AT TIME OF INVOICING - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT - HARDWARE MINIMUM 15% RESTOCKING FEE WITH ORIGINAL MANUFACTURER SEALED PACKAGING ALL SOFTWARE, SUPPORT AGREEMENTS AND LICENSING RENEWALS ARE FINAL UNLESS OTHERWISE STATED OR DUE TO MTG QUOTING ERROR.

## Donna Asure

---

**From:** Ashley Miller <AMiller@integra1.net>  
**Sent:** Wednesday, March 21, 2018 3:22 PM  
**To:** Donna Asure  
**Cc:** 'rodney.smith@argstech.com'  
**Subject:** Barracuda Backup

Hello Donna,

Carin from Barracuda reached out and asked me to put together a Backup proposal with one and three year options for two sites. Below is the link for the proposal per the Costars contract. Please review and let me know if you have any questions. Thanks so much!

Barracuda - [View your quote](#)

Thank you.

**Ashley Miller**  
Account Manager  
IntegraONE  
7248 Tilghman Street, Suite 120  
Allentown PA 18106  
Phone: 484-223-3480 x1115  
Cell: 610-390-7701  
[amiller@integra1.net](mailto:amiller@integra1.net)  
[www.integra1.net](http://www.integra1.net)

Follow us:



IntegraONE

**IntegraONE**

7248 Tilghman Street  
Suite 120  
Allentown, PA 18106  
1-800-582-6399  
[www.integra1.net](http://www.integra1.net)



**Barracuda Backup**

Quote # 013473 Version 1

March 21, 2018

Prepared for:  
**Pocono Township**

Prepared by:  
**Ashley Miller**

### Site 1

Description		Price	Qty	Ext. Price
BBS290a11	Barracuda Backup Server 290 with 1 Year EU+IR	\$1,960.67	1	\$1,960.67
BBS290a33	Barracuda Backup Server 290 with 3 Year EU+IR	\$2,848.00	1	\$2,848.00
BBS290a-b1	Barracuda Backup Server 290 1 Year Unlimited Cloud Storage	\$700.43	1	\$700.43
BBS290a-b3	Barracuda Backup Server 290 3 Year Unlimited Cloud Storage	\$1,774.66	1	\$1,774.66

**Subtotal: \$7,283.76**

### Site 2

Description		Price	Qty	Ext. Price
BBS390a11	Barracuda Backup Server 390 with 1 Year EU+IR	\$3,268.97	1	\$3,268.97
BBS390a33	Barracuda Backup Server 390 with 3 Year EU+IR	\$4,717.00	1	\$4,717.00
BBS390a-e1	1 Year Energize Updates for Barracuda Backup Server 390	\$420.08	1	\$420.08
BBS390a-e3	3 Year Energize Updates for Barracuda Backup Server 390	\$1,074.23	1	\$1,074.23

**Subtotal: \$9,480.28**

per COSTARS contract # HW 003-085

## Barracuda Backup

Prepared by:

**IntegraONE**

Ashley Miller

484-223-3480 ext. 1115

Fax 484-223-3427

amiller@integra1.net

Prepared for:

**Pocono Township**

112 Township Drive

Tannersville, PA 18372

Donna Asure

(570) 629-7325

dasure@poconopa.gov

Quote Information:

**Quote #: 013473**

Version: 1

Delivery Date: 03/21/2018

Expiration Date: 04/20/2018

## Quote Summary

Description	Amount
Site 1	\$7,283.76
Site 2	\$9,480.28
<b>Total:</b>	<b>\$16,764.04</b>

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration, pricing, and credit approval.

Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by IntegraONE to be Confidential and Proprietary Information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by IntegraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

**Ship to Address:**
**Additional Information:**

IntegraONE

Pocono Township

Signature:

Name: Ashley Miller

Title: Account Manager

Date: 03/21/2018

Signature:

Name: Donna Asure

Date:

Everyone wants to live, work, and play in a clean and green community . . . and it's up to all of us to make it possible and improve our own quality of life.

Join residents across the state and across the nation – for the Great American Cleanup. You can participate in the 2018 Great American Cleanup of PA by volunteering to pick up litter and trash along our roadsides, streams, parks, forests and neighborhoods.

During the Great American Cleanup of PA, which is from March 1st to May 31st, registered events can get free cleanup supplies such as bags, gloves and vests donated by Penn DOT and Keep America Beautiful.

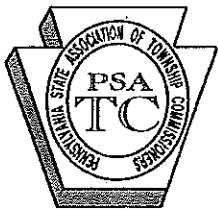
Community and civic associations, schools and youth groups, families and friends, business employees, hunting and fishing clubs, conservation organizations, sports teams, and others can organize their members and participate.

Last year in Monroe County participants held 199 events, 506 miles of roadways were cleaned by 2,661 volunteers for a total of 87,680 pounds of litter.

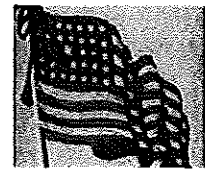
The Monroe County Municipal Waste Authority can register your event or you can go online to register your event at [gacofpa.org](http://gacofpa.org) (GREAT AMERICAN CLEAN UP OF PA)







2018 PSATC ANNUAL CONFERENCE  
"Local Government...  
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June 21, 22, 23 AND 24, 2018  
SKYTOP LODGE • SKYTOP, PA

John Kuntzelman  
President  
Home (717) 732-0364  
Cell (717) 443-1062  
jkuntzelman@eastpennsboro.net

Ginnie Anderson Kane  
Conference and  
Registration Chairman  
Home (717) 697-9544  
Cell (717) 903-0972  
andersonkane@aol.com

Sharon Shipman  
Co-Registration Chairman  
717-766-0756  
sshipman@uatwp.org

Lloyd Bucher  
Treasurer  
(717) 766-7192  
lwb130@yahoo.com

Robert Spandler  
Honorary Chairman  
robert421@comcast.net  
William Kane  
Honorary Chairman  
andersonkane@aol.com

## 2018 CONFERENCE REGISTRATION INFORMATION

This conference is an opportunity to meet fellow commissioners, discuss current issues, learn about new legislation, proposed legislation and the direction the Commonwealth is heading. Speakers and workshops will be a major part of the conference.

The following is important information in registering for the 2018 Annual Commissioners Conference to be held June 21-24, 2018 at Skytop Lodge, Skytop, PA.

Several options are available for attendees, please read the information below. The prices are listed on the following page. Please be aware of the cutoff dates.

**MAKE CHECKS PAYABLE TO: 2018 PSATC CENTRAL CONFERENCE COMM.**

Mailed to: Ginnie Anderson Kane  
503 Park Hills Drive • Mechanicsburg, PA 17055

**NO REGISTRATION WILL BE PROCESSED WITHOUT PAYMENT IN FULL  
FINAL DEADLINE FOR REGISTRATION: MAY 10, 2018**

The conference package for attendees, spouse/guest(s), and youth includes the room and meals for three nights. Registration is required for all attendees except the spouse/guest(s) and youth. Registrations and conference packages must be postmarked by May 10, 2018. Cancellations must be in writing and sent to Ginnie Anderson Kane, 503 Park Hills Drive, Mechanicsburg, PA 17055. Requests must be postmarked by May 30, 2018. An administration fee will be charged for all cancellations after June 3, 2018. No refunds will be made after June 10, 2018.

It is very important that names be correct on the name badges for the conferee, guest, spouse and children attending. The name tags must be worn at all times for admission to the conference functions.

### QUESTIONS CALL:

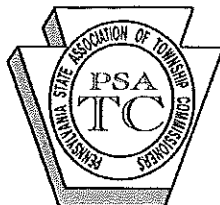
GINNIE ANDERSON KANE  
717-697-9544  
andersonkane@aol.com

OR

SHARON SHIPMAN  
717-766-0756  
sshipman@uatwp.org

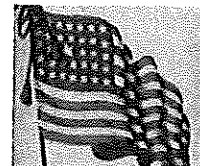
There are two additional forms attached with the registration forms.

The second form is if you would like to extend your stay at Skytop Lodge either pre-conference or post-conference. You will be responsible for the additional payment to the registration committee. Please enclose this with the registration but it must be run through the registration committee, not Skytop Lodge.



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June 21, 22, 23 AND 24, 2018  
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jkuntzelman@eastpennsboro.net

Ginnie Anderson Kane  
Conference and  
Registration Chairman  
Home (717) 697-9544  
Cell (717) 903-0972  
andersonkane@aol.com

Sharon Shipman  
Co-Registration Chairman  
717-766-0756  
sshlpman@uatwp.org

Lloyd Bucher  
Treasurer  
(717) 766-7192  
lwb130@yahoo.com

Robert Spandler  
Honorary Chairman  
robert421@comcast.net  
William Kane  
Honorary Chairman  
andersonkane@aol.com

## 2018 CONFERENCE REGISTRATION FORM

Name: \_\_\_\_\_ Name on Badge: \_\_\_\_\_  
(MUST BE WORN AT ALL TIMES)

Township: \_\_\_\_\_ Twp. Phone Number: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

*(Please include an email address for informational purposes only, to update program and conference information)*

Spouse/Guest(s) Name on Badge: \_\_\_\_\_

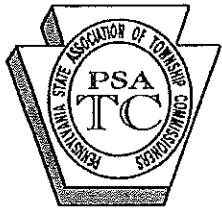
Child/Children Name on Badge: \_\_\_\_\_

Special dietary/accessibility needs: NO YES SPECIFY: \_\_\_\_\_

GENERAL REGISTRATION for 6/21/18 - 6/24/18	*Mark Correct Box	PRICE	Cost
CONFERENCE REGISTRATION		\$200.00	\$200.00
COMMISSIONER'S PACKAGE		\$995.00	
SPOUSE/GUEST MEAL PACKAGE		\$240.00	
CHILDREN/YOUTH PACKAGE (6-12)		\$75.00	
CHILDREN/YOUTH PACKAGE (13-18)		\$175.00	
		TOTAL	

**REGISTRATION  
AND  
RESERVATIONS  
MAY 10, 2018**

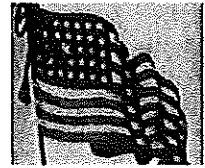
MAKE CHECKS PAYABLE TO:  
2018 PSATC Central  
Conference Comm.



## 2018 PSATC ANNUAL CONFERENCE

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William Kane  
Honorary Chairman  
andersonkane@aol.com

## 2018 CONFERENCE REGISTRATION FORM DAILY CONFERENCE ATTENDEES

We are including an opportunity to attend the Conference for a day. Please indicate which day you will attend. You are responsible for the registration on the day you are attending. **MAKE ALL CHECKS PAYABLE TO 2018 PSATC CENTRAL CONFERENCE COMM. SEND PAYMENT TO: Ginnie Anderson Kane, 503 Park Hills Drive, Mechanicsburg, PA 17055.**

TWO DAY ATTENDANCE (TWO NIGHTS)	PRICE	Cost	ONE DAY ATTENDANCE (ONE NIGHT)	PRICE	Cost
CIRCLE DAYS: THURS. FRI. SAT.			CIRCLE DAYS: THURS. FRI. SAT.		
CONFERENCE REGISTRATION	\$150.00	\$150.00	CONFERENCE REGISTRATION	\$100.00	\$100.00
COMMISSIONER PACKAGE	\$664.00		COMMISSIONER PACKAGE	\$332.00	
SPOUSE/GUEST PACKAGE	\$113.00		SPOUSE/GUEST PACKAGE	\$80.00	
	<b>TOTAL</b>			<b>TOTAL</b>	

Name: \_\_\_\_\_ Name on Badge: \_\_\_\_\_  
(MUST BE WORN AT ALL TIMES)

Township: \_\_\_\_\_ Twp. Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

*(Please include an email address for informational purposes only, to update program and conference information)*

Spouse/Guest(s) Name on Badge: \_\_\_\_\_

Child/Children Name on Badge: \_\_\_\_\_

Special dietary/accessibility needs: NO YES SPECIFY: \_\_\_\_\_

### PRE/POST CONFERENCE REGISTRATION *(Special price only for conference attendees)*

NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

GUEST/CHILDREN'S NAME: \_\_\_\_\_

EARLY CHECK IN: WEDNESDAY, JUNE 20, 2018 \_\_\_\_\_

EXTEND STAY: SUNDAY, JUNE 24, 2018 \_\_\_\_\_

**DOUBLE \$170.00 (INCLUDES BREAKFAST)**

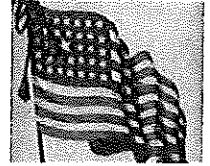
#### MAKE CHECKS PAYABLE TO 2018 PSATC CENTRAL CONFERENCE COMM.

Registration Deadline May 10, 2018

PLEASE RETURN PRE/POST CONFERENCE  
REGISTRATION WITH YOUR REGULAR  
REGISTRATION. THIS MUST BE HANDLED  
THROUGH THE REGISTRATION COMMITTEE FOR  
THE SPECIAL RATE AND ROOM ASSIGNMENTS.  
*Payment is your responsibility.*



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Home (717) 732-0364  
Cell (717) 443-1062  
jkuntzelman@eastpennsboro.net

Ginnie Anderson Kane  
Conference Chairwoman  
Home (717) 697-9544  
Cell (717) 903-0972  
andersonkane@aol.com

Ed Black  
Sponsor Chairman  
Home (717) 737-8228  
Office (717) 233-1026  
Edward.black@heblack.com

George Tyson  
Exhibit Chairman  
Cell (717) 350-3158  
gtyson@eastpennsboro.net

John Thomas  
Exhibit Co-Chairman  
(717) 761-1576  
jjthomas407@comcast.net

Dear Exhibitors and Sponsors,

You have the unique opportunity to promote your organization by exhibiting during the Pennsylvania State Association of Township Commissioners Conference at Skytop Lodge in the Poconos on June 21-24, 2018 while making the conference beneficial for all attendees.

A number of township commissioners, township managers and local government professionals, as well as many honored guests will meet for PSATC's annual professional development conference. The committee has already begun planning and have a special package for your participation. The package is designed with you in mind to keep your expenses at a minimum. Your participation is important for our township officials to visit your exhibits to learn and discuss the various services you have to offer.

The purposes of gathering together on an annual basis include:

- Ongoing review and refinement of our mission as an organization
- Professional development for our membership through workshops
- Cooperative efforts to assist local government officials in the financial and legal decision process
- Idea sharing
- Opportunities for team-building and networking

We also plan to have:


- Signage and power point presentations for our various exhibitors, sponsors and vendors.
- Your name will be listed in our conference booklet.
- Also you will be provided with a list of our conference attendees prior to the conference for your information and help you plan.


Sponsors:

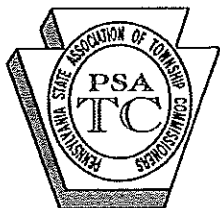
- All sponsors will have the opportunity to exhibit (please make a note on the sponsor form if exhibiting). \$5000 & \$3000 SPONSORS will have the opportunity to present a program if time and subject is appropriate.
- All sponsors will have the opportunity to sponsor conference activities.

Looking forward to your participation any questions please feel free to contact us.

Sincerely,

  
John Kuntzelman  
2017-2018 PSATC President

  
Ginnie Anderson Kane  
Conference Chairwoman



## 2018 PSATC ANNUAL CONFERENCE



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Cell (717) 903-0972  
andersonkane@aol.com

Ed Black  
Sponsor Chairman  
Home (717) 737-8228  
Office (717) 233-1026  
Edward.black@heblack.com

George Tyson  
Exhibit Chairman  
Cell (717) 350-3158  
glyson@eastpennsboro.net

John Thomas  
Exhibit Co-Chairman  
(717) 761-1576  
jjthomas407@comcast.net

## 2018 Exhibit Information

To make the 2018 Annual Conference a success, exhibitors are a vital part of the conference. Your presence gives the delegates the opportunity to explore what is new in the marketplace and also gives the exhibitors the chance to converse with the elected officials and the municipal leaders attending. To make the conference worthwhile for your organization, the committee has developed a package that will meet your needs and give your company recognition.

### BOOTH CHARGES - FREE

**SETUP is scheduled for Thursday, June 21st, from 8:00 AM - 12:00 PM**

**The EXHIBITS will be open:**

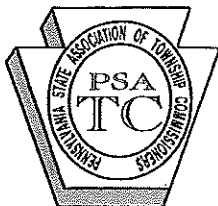
**Thursday, June 21st • 1:00 PM - 7:00 PM**

**Friday, June 22nd • 9:00 AM - 7:00 PM**

- Tear down will be after the cocktail reception on Friday, June 22, 2018. The exhibitors will not need to be in attendance on Saturday. The committee hopes this is more flexible and works with your schedules.
- All exhibitors (if you so choose or if time permits) will be able to give a five minute presentation explaining their company and what they do. Also on the form is a place for two or three sentences about your company or organization. This information will be used in a printed handout to the delegates.
- As an exhibitor you may hold a prize drawing, give advertising materials or packets for those in attendance.
- The exhibitor will be given a list of the delegates attending and their townships. The Thursday and Friday night cocktail receptions will be held in the exhibit hall. There will be signage where possible throughout the hotel.

**THE EXHIBITORS MUST GO THROUGH THE CONFERENCE COMMITTEE AND NOT DIRECTLY THROUGH THE HOTEL BECAUSE THE PRICES QUOTED WILL NOT BE HONORED BY THE HOTEL IF NOT HANDLED BY THE COMMITTEE.**

**DEADLINE - JUNE 1, 2018**



2018 PSATC ANNUAL CONFERENCE  
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John Kuntzelman  
President  
Home (717) 732-0364  
Cell (717) 443-1062  
jkuntzelman@eastpennsboro.net

Ginnie Anderson Kane  
Conference Chairwoman  
Home (717) 697-9544  
Cell (717) 903-0972  
andersonkane@aol.com

Ed Black  
Sponsor Chairman  
Home (717) 737-8228  
Office (717) 233-1026  
Edward.black@heblack.com

George Tyson  
Exhibit Chairman  
Cell (717) 350-3158  
gtyson@eastpennsboro.net

John Thomas  
Exhibit Co-Chairman  
(717) 761-1576  
jjthomas407@comcast.net

## 2018 Sponsorship Form

	Platinum Sponsor \$5000	Gold Sponsor \$3000	Silver Sponsor \$2000	Bronze Sponsor \$1000
<b>Exhibit Space</b>				
Exhibit space in exhibit hall (fill out and return exhibit form)	●	●	●	●
<b>Benefits of Sponsorship</b>				
Lodging for 3 nights and meals for 2 people (shared room)	●			
Lodging for 1 night and meals for 2 people (shared room)		●		
An advertisement in the conference yearbook	Full Page	Full Page	Half Page	Quarter Page
Company logo included on special signage recognizing sponsors at all meals	●	●	●	●
Company recognition of sponsorship of a specific conference reception or conference activity	●	●	●	●
Free registration	●	●	●	●

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Return Form and Check to: Ed Black  
Sponsor Chairman  
425 Candlewyck Road  
Camp Hill, PA 17011

**DEADLINE – JUNE 1, 2018**

Please Make Checks Payable to:  
2018 PSATC CENTRAL CONFERENCE COMM.

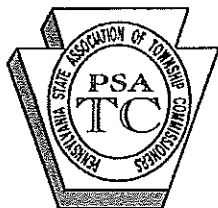
TIN NUMBER: 25-1856455

### PLEASE SELECT A SPONSORSHIP LEVEL

#### Level Cost

- ☐ Platinum Sponsor \$5,000
- ☐ Gold Sponsor \$3,000
- ☐ Silver Sponsor \$2,000
- ☐ Bronze Sponsor \$1,000
- ☐ Yes, I would like to take advantage of the Complimentary lodging and meal package for 2 people (shared room) for 3 nights (Platinum Sponsorship category only)
- ☐ Yes, I would like to take advantage of the Complimentary lodging and meal package for 2 people (shared room) for 1 night (Gold Sponsorship category only)

Name(s) for Badge: \_\_\_\_\_



2018 PSATC ANNUAL CONFERENCE  
"Local Government...  
Honoring the Past...Shaping the Future"



June 21, 22, 23 AND 24, 2018  
SKYTOP LODGE • SKYTOP, PA

John Kuntzelman  
President  
Home (717) 732-0364  
Cell (717) 443-1062  
jkuntzelman@eastpennsboro.net

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John Thomas  
Exhibit Co-Chairman  
(717) 761-1576  
jjthomas407@comcast.net

## 2018 Exhibit Registration Form

Exhibiting Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code/Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Short statement about your company: \_\_\_\_\_

### SPECIAL ROOM PACKAGE FOR EXHIBITORS ONLY

\$284 ROOM PER NIGHT/SINGLE

(THIS INCLUDES ALL MEALS)

(PLEASE CIRCLE NIGHT/S)

ONE NIGHT/\$284 THURS FRI SAT \_\_\_\_\_

TWO NIGHTS/\$568 THURS FRI SAT \_\_\_\_\_

THREE NIGHTS/\$852 \_\_\_\_\_

\$384 ROOM PER NIGHT/DOUBLE

(THIS INCLUDES ALL MEALS)

(PLEASE CIRCLE NIGHT/S)

ONE NIGHT/\$384 THURS FRI SAT \_\_\_\_\_

TWO NIGHTS/\$768 THURS FRI SAT \_\_\_\_\_

THREE NIGHTS/\$1152 \_\_\_\_\_

REGISTRATION \$150 \$150

(ONE REGISTRATION/EXHIBIT)

TOTAL \$ \_\_\_\_\_

CONFERENCE REGISTRATION - \$150 (PER EXHIBIT) This entitles the vendors to attend all conference activities. Name tags must be worn at all times.

MAKE CHECKS PAYABLE TO:

2018 PSATC CENTRAL CONFERENCE COMM.

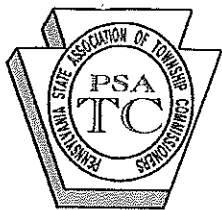
Mail to: George Tyson

98 S. Enola Drive

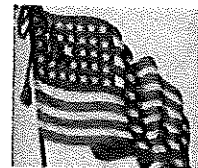
Enola, PA 17025

REGISTRATION AND RESERVATIONS  
DUE JUNE 1, 2018

TIN NUMBER: 25-1856455



2018 PSATC ANNUAL CONFERENCE  
"Local Government...  
Honoring the Past...Shaping the Future"



June 21, 22, 23 AND 24, 2018  
SKYTOP LODGE • SKYTOP, PA

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Cell (717) 903-0972  
andersonkane@aol.com

Andy Moyer  
Yearbook Chairman  
Home (717) 576-1916  
Cell (717) 576-5289  
admoyer1@verizon.net

Ruth O'Leary  
Yearbook Co-Chairwoman  
(610) 796-0682  
roleary@cummertownship.org

John Jablowski  
Yearbook Co-Chairman  
(570) 408-0260  
jjablowski@yahoo.com

## 2018 Conference Yearbook Advertisement Form

### Advertising Rate per Insert

<u>Page Unit</u>	<u>Cost</u>
<input type="radio"/> Full page (7.5" x 9.75")	\$250
<input type="radio"/> Half page (7.5" x 4.75")	\$150
<input type="radio"/> One-Third page (7.5" x 3.125")	\$100
<input type="radio"/> One-Fourth page (3.625" x 4.75")	\$75
<input type="radio"/> One-Sixth page (3.625" x 3.125")	\$60
<input type="radio"/> Business Card (3.625" x 1.75")	\$50
<input type="radio"/> *Inside Front Cover (7.5" x 9.75")	\$800
<input type="radio"/> *Inside Back Cover (7.5" x 9.75")	\$800
<input type="radio"/> *Back Cover (7.5" x 9.75")	\$1000

(\*First-received, first-assigned basis)

Soliciting Township: \_\_\_\_\_

Advertising Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Email: \_\_\_\_\_

Contact: \_\_\_\_\_

### ARTWORK\* (high resolution pdf preferred)

- ☐ Electronic file on disc with hard copy enclosed
- ☐ Electronic file emailed to:  
[admoyer1@verizon.net](mailto:admoyer1@verizon.net)

\* Email copies are preferred and will be accepted but will not be printed until payment is received.

\* Logos and artwork to be used in this copy must be camera ready. Light Blue, Gold, Yellow, Light Green will not reproduce.

**DEADLINE FOR ALL ADS – APRIL 27, 2018**

Send Form and Check to:

**ANDY MOYER**  
570 Margate Road  
Harrisburg, PA 17111  
HOME: (717) 561-1916  
CELL: (717) 576-5289  
[admoyer1@verizon.net](mailto:admoyer1@verizon.net)

**Advertising Total Due:**

\$ \_\_\_\_\_

Please Make Checks Payable to: PSATC 2018 CONFERENCE COMM.

TIN NUMBER: 25-1856455



JARED THOMAS CZIKO  
Boy Scout Eagle Scout – Troop 85  
2630 Brookdale Road  
Scotrun, PA 18355  
570-856-2129  
[jared.cziko@yahoo.com](mailto:jared.cziko@yahoo.com)

March 11, 2018

Pocono Township Board of Commissioners  
112 Township Drive  
Tannersville, PA 18327

Dear Commissioners:

It is my pleasure to announce that Jared Thomas Cziko has successfully met all of the requirements to receive the rank of Eagle Scout. He has shown fine leadership skills in his five years in Boy Scout Troop 85 by holding the positions of Assistant Patrol Leader, Patrol Leader, Senior Patrol Leader, and Instructor plus earning 32 merit badges.

Jared designed and built, along with family, friends and fellow scouts, a permanent flag retirement burn pit near the baseball fields behind the Pocono Township Volunteer Fire Department in Tannersville, PA. Jared also landscaped the area by placing landscaping timbers around the area, shrubs and stone. Jared also, put up a flag pole in the area. Jared refurbished a clothing drop bin for the community to drop off their old and damaged flags to be retired. The bin sits outside Troop 85's scout hall which is in the same area. Jared wanted to give our flags and country the proper respect it deserves and build something permanent for future generations of scouts to use.

A letter or certificate of achievement would be greatly appreciated from your organization addressed to Jared Thomas Cziko. He is the 79<sup>th</sup> Eagle Scout in Boy Scout Troop 85, Tannersville, Pennsylvania. You are invited to present the certificate at his Eagle Court of Honor on Saturday, May 12, 2018. The ceremony will begin at 1:00 p.m. at St. Luke's Ambulance Hall, Tannersville, PA.

Please R.S.V.P. by calling 570-856-219.

Sincerely,  
Advancement Committee  
Boy Scout Troop 85

POCONO TOWNSHIP PAVING BID RESULTS 03/29/2018

Bidder Name	Babbling Brook Road 1489		Babbling Brook Road		Sebring Drive Wearing		Sebring Drive		Woodland Drive		Woodland Dr.	
	Tons Wearing	Leveling 993 Tons	Unit Price	Total	Unit Price	Total	257 Tons	Leveling 172 Tons	Unit Price	Total	Wearing 476 Tons	Leveling 317 Tons
Hanson Aggregate	\$70.00	\$104,230.00	\$70.00	\$69,510.00	\$80.00	\$29,560.00	\$80.00	\$13,760.00	\$80.00	\$38,080.00	\$80.00	\$25,360.00
Pennsy Supply	\$71.10	\$105,867.90	\$79.65	\$79,092.65	\$80.95	\$20,804.15	\$80.95	\$16,367.52	\$73.29	\$34,886.04	\$81.12	\$25,715.04
Wayco, Inc.	\$80.58	\$119,983.62	\$78.51	\$77,960.43	\$80.58	\$20,709.72	\$80.58	\$13,503.72	\$80.58	\$38,356.08	\$78.51	\$24,887.67
Locust Ridge (H&K)	\$79.00	\$117,631.00	\$69.50	\$69,013.50	\$92.80	\$23,849.60	\$92.80	\$14,448.00	\$85.00	\$40,460.00	\$83.00	\$26,311.00
Barletta Materials	\$81.14	\$120,817.46	\$81.14	\$80,572.02	\$96.22	\$24,728.54	\$96.22	\$16,549.81	\$90.20	\$42,935.20	\$90.20	\$28,593.40
Barcalente Const. Inc.	\$90.00	\$134,010.00	\$90.00	\$89,370.00	\$105.00	\$26,985.00	\$105.00	\$18,060.00	\$104.00	\$49,504.00	\$104.00	\$32,968.00

Bidder Name	Sycamore Drive Wearing		Sycamore Drive Leveling		BID BOND		TOTAL	
	180 Tons	120 Tons	Unit Price	Total	Yes	No		
Hanson Aggregate	\$80.00	\$14,400.00	\$80.00	\$9,600.00	Yes		\$295,500.00	
Pennsy Supply	\$90.19	\$16,234.20	\$108.40	\$13,008.00	Yes		\$311,975.31	
Wayco, Inc.	\$80.58	\$14,504.40	\$78.51	\$9,421.20	Surety		\$319,326.18	
Locust Ridge (H&K)	\$103.00	\$18,540.00	\$91.00	\$10,920.00	Yes		\$321,173.10	
Barletta Materials	\$101.10	\$18,198.00	\$101.10	\$12,132.00	Yes		\$344,526.46	
Barcalente Const. Inc.	\$108.00	\$19,440.00	\$108.00	\$12,960.00	Yes		\$383,297.00	



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

RECEIVED

MAR 8 - 2018

POCONO TOWNSHIP

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



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

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

## EARTH DISTURBANCE INSPECTION REPORT

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

Responsible Party(s) Pocono Township  
(name & address) c/o Donna Asure, Manager  
PO Box 197  
Tannersville PA 18372  
Phone (570) 629-1922 (\_\_\_\_)

Site Representative (name) Donna Asure via phone Inspector (name) John Motz, RCS, MCCD  
(title) \_\_\_\_\_ (title) \_\_\_\_\_

### Type of Inspection (check only one)

Photographs Taken Yes ☒ No ☐

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

### Site Description & Observations

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 Municipal Storm
<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: _____			

Permit No. \_\_\_\_\_  
Report No. 1**EARTH DISTURBANCE INSPECTION REPORT**Project Name Fish Hill Road Storm SystemInspection Date 3/1/2018

Continuation Sheet

Site Description &amp; Observations

**Compliance Assistance Measures Requested by Monroe County Conservation District**

1. Remove sediment deposition from storm system.
2. Provide a revised Erosion and Sediment control plan for stabilization/repair of the swale to MCCD.
3. Stabilize swale upon plan approval.

Follow-up Inspection will occur on or about (date)

3/15/2018\_\_\_\_\_  
(Signature of Site Representative)\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
(Inspector's Signature)3/2/18  
(Date)

The Site Representatives' signature acknowledges that they have read the report and received a copy and that they were given an opportunity to discuss it with the Inspector. The signature does not necessarily mean the signee agrees with the report.



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

## EARTH DISTURBANCE INSPECTION REPORT

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

### Inspection Findings

### Reference

No violations observed at this time.

☐ (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.

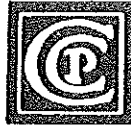
This report does not constitute an Order or appealable action of the Department. Nothing contained herein shall be deemed to grant or imply immunity from legal action for any violation noted herein.

For further information or assistance please contact:

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

101 Scott Street • Wilkes-Barre, PA 18702

Plastic Pipe  
Corrugated Pipe  
Concrete Pipe  
Ductile Iron Pipe  
Vitrified Clay Pipe



DATE:	3-23-18	SHIP TO:	
CUSTOMER:	POCONO TWP	PROJECT:	POCONO TWP
	ATTN: PAT BRIEGEL	ENGINEER:	
TELEPHONE NO:		BID DATE:	

**SPECIAL INSTRUCTIONS:**

PRICES FIRM FOR 30 DAYS.

Chris Cavanaugh  
CENTRAL CLAY PRODUCTS, INC.

CENTRAL CLAY PRODUCTS, INC.

F.O.B.	PLUS FREIGHT (APPROX.)
BETHLEHEM	

ACCEPTED BY: Doreen M. Asure  
TITLE: Truck Manager  
COMPANY: Pocarno Truck

\* PRICES QUOTED ARE FIRM FOR 30 DAYS UNLESS OTHERWISE NOTED  
\*\*SALES TAX TO BE ADDED IF APPLICABLE

ORDERS ARE APPROVABLE AS TO CREDIT, AND IF AT ANY TIME THE PURCHASER'S FINANCIAL RESPONSIBILITY SHALL BE DEEMED UNSATISFACTORY OR IMPAIRED IN OUR OPINION, WE RESERVE THE RIGHT TO REQUIRE PAYMENT IN ADVANCE OR SATISFACTORY ASSURANCE THAT BILL WILL BE PROMPTLY PAID WHEN DUE. ALL ACCOUNTS ARE SUBJECT TO INTEREST AFTER MATURITY.





**Boucher & James, Inc.**  
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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 19, 2018

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

**SUBJECT: VALVE STATION 2  
REPLACEMENT PLUG VALVES  
POCONO TOWNSHIP, SEWER SYSTEM  
PROJECT NO. 1631006C**

Dear Ms. Asure:

While performing the initial preparation work to install the new pinch valves at Valve Station 2 we learned two (2) isolation valves downstream of the Bermad valves are damaged. Undoubtedly, this was from the constant heavy cavitation taking place in the line. We recommend the Township purchase two (2) new valves directly from Control Clay Products, Inc. in Wilkes Barre. If the Township purchases directly and picks up the valves at the distributor, there will be a substantial savings over having the Contractor (The Milnes Co.) do this.

The cost of each valve is \$2,479.00. This price was lower than USA Blue Book for the same item. We have attached for your reference the quote from Central Clay Products, Inc., and a complete specification for the valve to be purchased.

Sincerely,

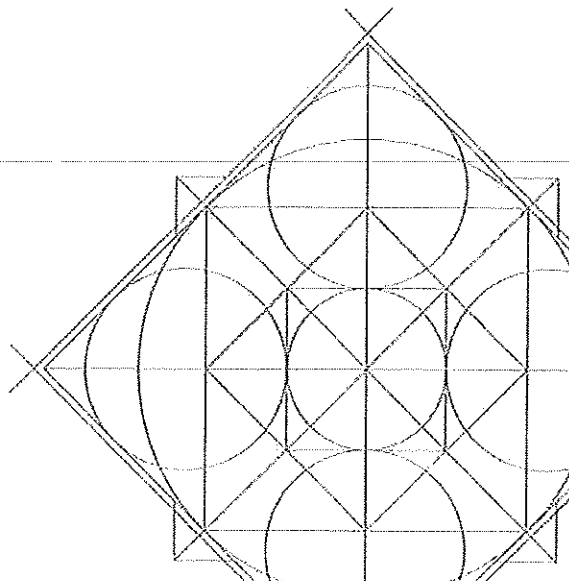
Jon S. Tresslar, P.E., P.L.S.  
Township Engineer

JST/cg

cc: Pat Briegel, Pocono Township  
Mike Gable, P.E.

Enclosure

S:\2016\1631006C\Documents\Correspondence\Ltr. Replacement Plug Valves.docx



# Central Clay Products Inc.

101 Scott Street • Wilkes-Barre, PA 18702

\*STOCKING DISTRIBUTORS OF SEWER, WATER, & ROAD BUILDING MATERIALS\*

570-823-2164 FAX 570-824-3154

Plastic Pipe  
Corrugated Pipe  
Concrete Pipe  
Ductile Iron Pipe  
Vitrified Clay Pipe



Flue Lining  
Geotextiles  
Gabions  
Castings  
Precast Manholes & Inlets

## QUOTATION

DATE:

11-21-17

CUSTOMER:

MILNES Co.

ATTN: BOB HARMY

TELEPHONE NO:

SHIP TO:

PROJECT:

POCONO TWP

ENGINEER:

BID DATE:

QUANTITY		DESCRIPTION		UNIT PRICE		TOTAL	
100		12" DIA. 12' LONG		27.00		2700.00	
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