

POCONO TOWNSHIP COMMISSIONERS
MEETING AGENDA
February 20, 2018 7:00 p.m.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements:
 - Executive Session – February 20, 2018 – personnel
 - Public Comments
 - Promotion and swearing in of corporal candidates (action item*)
- 4) Public Comments
 - Comments are for any issue. Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President.*
- 5) Hearings –
 - a. Running Lane Road Vacation (action item*) Ordinance 2018-01
 - b. American Candle Liquor License (action item*) Ordinance 2018-02
- 6) Presentations –
- 7) Old Business
 - a. Amend motion made to deposit Pennvest funds into general fund and correcting to deposit them into sewer construction fund. (action item*)
 - b. Report by manager on Short Term Disability Payment from meeting of 2-5-18
 - c. Report by manager on payment/credit of \$29.95 to Network Fleet (Verizon)
- 8) Approval of Minutes
 - a. Motion to approve minutes of February 5, 2018 regular BOC meeting (action item*)
- 7) Approval of Bills and Transfers
 - a. Motion to ratify vouchers totaling \$1,318.11 from various funds for period ending February 16, 2018. (action item*)
 - b. Motion to ratify gross payroll totaling \$74,900.11 for the pay period ending February 11, 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.

- c. Motion to approve vouchers payable totaling \$258,768.58 for the period ending February 16, 2018. (action item*)
 - d. Motion to approve capital expenditures totaling \$113,136.00 for the period ending February 16, 2018. (action item*)
- 8) Travel Authorizations (Approve/Ratify)
- a. Motion to approve the following travel including registration fees, lodging and travel costs for Commissioner Belvin as listed –
 - i. Feb 22 & 23 FEMA-G290 Information A II, Lehigh County- Free
 - ii. Feb 24, PSATS Boot Camp- \$149.00 registration fee
 - iii. Mar 21, 22& 23, FEMA ICS300-Intermediate ICS for expanding incidents, Luzerne County, FREE
 - iv. Apr 3, 4 & 5, FEMA G393 Hazard Mitigation for Emergency Managers, Lackawanna County, FREE
 - v. Apr 21 PSATS PMGA, Public Safety, \$125.00
 - vi. April 21st through April 24th – PSATS Annual conference
 - vii. May 16 & 17 FEMA ICS400 Advanced ICS, Bucks County, FREE
 - viii. May 22 & 23 FEMA G386 Mass Fatalities Incident Response, Bucks County, FREE
 - ix. Jul 18 & 19 FEMA G271 Hazardous Weather Preparedness, Pike County, FREE
 - x. Sept 25 & 26 FEMA G235 Emergency Planning, Montgomery County, FREE
- 9) Report of the President
- a. Adopt policy for regular and special meeting minutes, including recording (action item*)
 - b. Adopt policy for work session minutes (action item*)
 - c. Sunshine Act discussion – public participation at meetings (action item*)
- 10) Commissioners Comments
- Bob De Young – Vice President
- Harold Werkheiser – Commissioner
- Rich Wielebinski – Commissioner
- a. Dangerous Structure – Notice of violation 2990 Route 611, Tannersville (action item*)
 - b. Dangerous Structure – 2765 Route 611, Tannersville (action item*)
 - c. Dangerous Structure – Lot #1 Route 611, Swiftwater (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.

- d. Dangerous Structure – 38 Pinnacle Way, Tannersville, tenant complaint (action item*)

Jerrold Belvin – Commissioner

- a. Adopt PEMA directives concerning EMC & Deputy EMC certifications (action item*)
- b. Adopt FEMA guidelines for Public Information Officer (action item*)
- c. Appoint Public Information Officer (action item*)
- d. Adopt FEMA training requirements for Road Supervisor & Public Works Staff (action item*)
- e. Adopt FEMA training requirements for Township Manager (action item*)

11) Reports

- a. Emergency Services
 - Police
 - Fire
 - EMS
- b. Park Board
- c. Finance Committee
- d. Sewer Committee
Kalahari
- e. Administration – Manager's Report
 - i. Motion to authorize township manager to request RFP's from cleaning services for township and police buildings (action item*)
 - ii. Motion to adopt revised Civil Service Rules as recommended by Civil Service Commission (action item*)
 - iii. Motion to award the sale of the 2007 Dodge Charger which was advertised on municibid, to the highest bidder, Macenzie Baughman for \$1,300.00. (action item*)
 - iv. Motion to award the sale of the 2008 Chevrolet Impala which was advertised on municibid to the highest bidder, Robert Miller for \$ 675.00. (action item*)
 - v. Notice of extension granted by CB H2O, LP, Lot 13 & Hotel until April 2, 2018.
 - vi. Request from board direction discussion on Road Master/Road Supervisor position. (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.

- f. Public Works Report
 - i. Report on finalized Wilke Road Stream stabilization project
- g. Township Engineer Report
 - i. Update Status Report on Sewer Redesign
 - ii. Update on Route 611 Sewer Line Relocation Work Update
 - iii. Update on Sanofi Sanitary Sewer Easement
 - iv. Update on enclosure for Valve Station #5
 - v. Update on White Oak Culvert replacement project
 - vi. Motion to approve Payment Application #5 to The Milnes company for the control valve replacement project in the amount of \$29,301.30. (action item*)
 - vii. Motion to approve Invoice #5 to Keystone Engineering group for the SCADA Upgrade in the amount of \$13,646.34. (action item*)
- h. Township Solicitor Report
 - i. Motion to approve Site 2 Master Services Agreement for computer back up services at a cost of \$210.00 per month. (action item*)
 - ii. Ertle – Zoning Hearing scheduled for February 27, 2018 (action item*)
 - iii. Motion to retain Rob Jacobs, Tax Attorney, concerning pension review (action item*)

12) Resolutions and Ordinances

- a. Resolution 2018-32 Motion to approve Resolution 2018-32 amending and restating resolution granting conditional approval of the Brookdale Enterprises LLC Minor Subdivision
- b. Resolution 2018-33 Motion to approve Resolution 2018-33 adopting and submitting to the DEP for approval as revision to Official Plan of Municipality concerning Brookdale Enterprises LLC minor subdivision. (action item*)

13) Public Comment

Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

14) Executive Session – if necessary

Adjournment

(Action Item*)

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



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408
www.bjengineers.com

January 19, 2018

RECEIVED

JAN 29 2018

POCONO TOWNSHIP

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

**SUBJECT: WISCASSET AVENUE (TR-168-B) ROAD VACATION
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1730063R**

Dear Ms. Asure:

We have reviewed the attached Revised Deed of PBC (Running Lane), legal description, and exhibit, and believe all are acceptable and sufficient to vacate that portion of Wiscasset Avenue.

If the Board of Commissioners chooses to vacate this portion of Wiscasset Avenue we believe the next step is for the Township Solicitor to advertise for a public hearing.

If you should have any questions, please call me.

Sincerely,

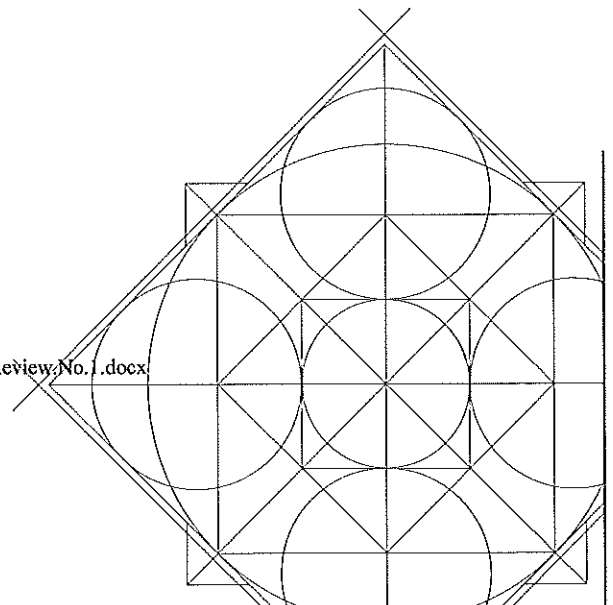
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

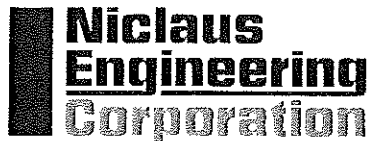
JST/mep

Enclosures

cc: Pam Tripus – Township Secretary
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP
Chuck Niclaus, P.E. – Barry Isett & Associates, Inc.
Melissa E. Prugar, P.E. – Boucher & James, Inc.

S:\2017\1730063R\Documents\Correspondence\Review Letters\Ltr_Vitiello.Road.Vacation_Review.No.1.docx





804 Sarah Street, Suite 201
Stroudsburg, PA 18360
Phone: 570-422-1240
Fax: 570-422-1419
mail@niclausengineering.com

CIVIL & ENVIRONMENTAL CONSULTANTS

REVISED DEED of PBC
RUNNING LANE
DECEMBER 12, 2017

ALL THAT CERTAIN parcel of land situated in Pocono Township, Monroe County, Pennsylvania, being shown and depicted on a plan titled “
Pocono Township, Monroe County, Pennsylvania” prepared by Niclaus Engineering Corporation, dated
, 2015, last Revision dated
, said parcel being bounded and described as follows:

BEGINNING at a point on the northerly side of a 100 foot wide Township right-of way of a road known as Wiscasset Avenue, TR-168-B, said point being located South fifty four (54) degrees fifty (50) minutes nineteen (19) East, three hundred three and nineteen one-hundredths (303.19’) feet from a found iron pipe in stones, the most Northwesterly corner of the Pocono Brewing Company and common to lands now or formerly of Silverleaf Resorts Inc., as per Deed Book 2440 Page 7334, thence,

1. Along the northerly edge of said 100 foot wide right-of-way of Old Lackawanna Trail, now Wiscasset Avenue, T-168-B, North thirty nine (39) degrees seventeen (17) minutes twenty three (23) seconds East, passing over the easterly property line of Pocono Brewing Company at four hundred thirty nine and twenty three one hundredths (439.23’) feet, and cutting through a 40 foot wide unimproved road known as Maple Street, lands of Silverleaf Resorts, a total of four hundred seventy nine and twenty three one-hundredths (479.23) feet to a point on the westerly property line of Pocono Community Bank as per Record Book 2319 Page 3384, said point being located South fifty (50) degrees forty one (41) minutes thirty seven (37) minutes East, one hundred sixty six and one one-hundredths (166.01’) feet from a found iron pipe, the most northwesterly corner of said tract; thence,
2. Continuing along said lands ,South fifty (50) degrees forty one (41) minutes thirty seven (37) seconds East, cutting through the right-of-way for Wiscasset Avenue, one hundred and zero one-hundredths (100.00) feet to a point on the southerly edge of said right-of-way and on line with lands now or formerly of Lori Zimmerman and Jeffrey Butz as per Record Book 2357 Page 9296 and Record Book 2210 Page 8365; thence,
3. Continuing along the same ,South thirty nine (39) degrees seventeen (17) minutes twenty three (23) seconds West, four hundred seventy one and ninety eight one-hundredths (471.98) feet to a point; thence,
4. Continuing cutting back through said Wiscasset Avenue, North fifty four (54) degrees fifty (50) minutes nineteen (19) seconds West, one hundred and twenty six one-hundredths (100.26) feet to
POINT AND PLACE OF BEGINNING.

CONTAINING 1.092 +/- ACRES

Charles H. Niclaus, P.E.
PA License #034570 - E
For Niclaus Engineering Corporation

Tuesday, December 12, 2017 5:13:56 PM

PROJECT: Road Abandonment

CLOSURE REPORT

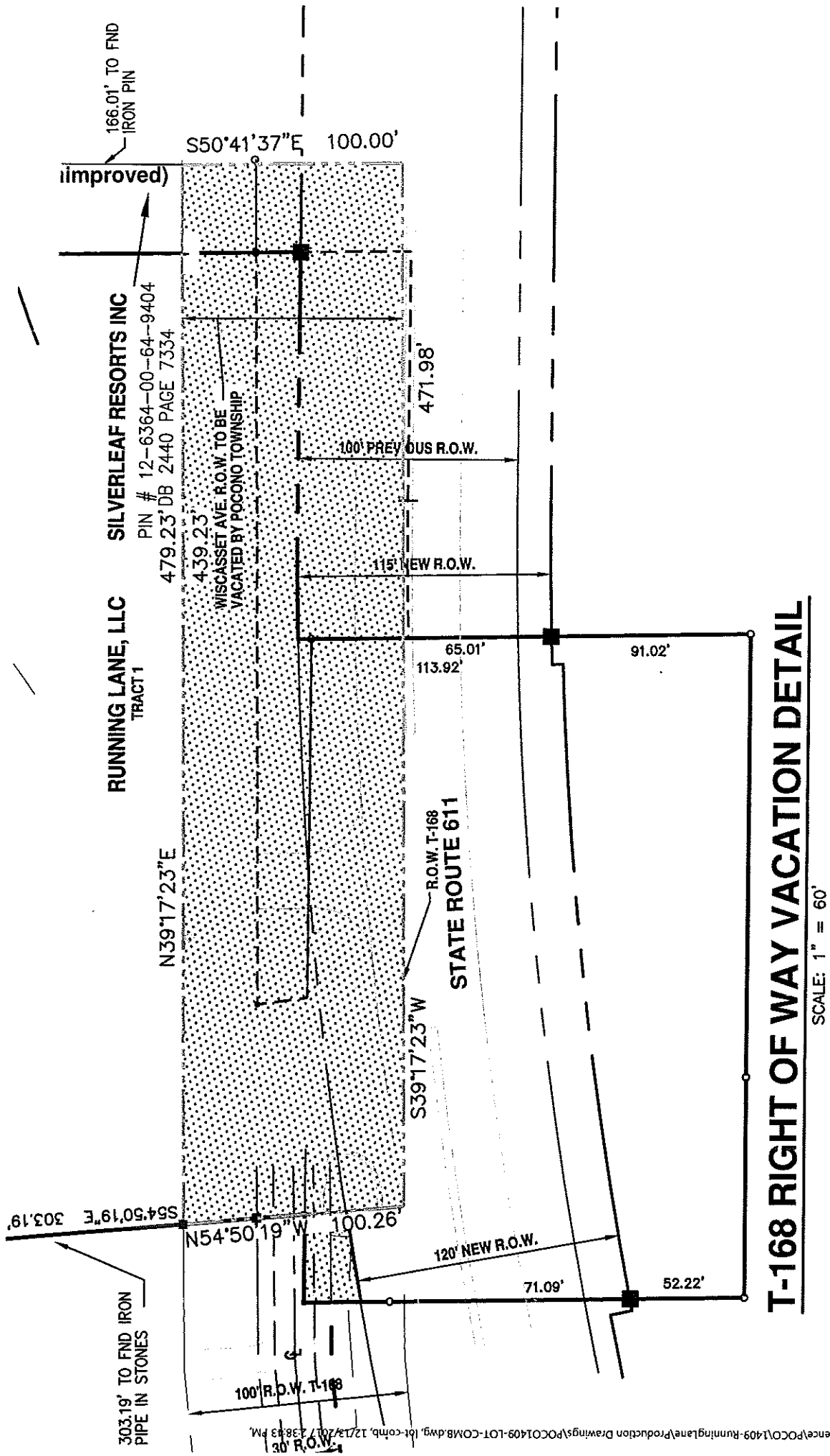
Coordinate values shown are computed based on the rounded bearing and distance, or chord bearing and chord lengths as indicated herein.

Boundary Name:

Point Number	Description	Sta	Northing	Easting
Elevation	Bearing Distance			
296	ED OLD T-168	0+00.00	620.9190	706.6161
	N39°17'23"E 479.23 ft			
1912	pl- township	4+79.23	991.8209	1010.0847
	S50°41'37"E 100.00 ft			
1915	pl- township	5+79.23	928.4742	1087.4616
	S39°17'23"W 471.98 ft			
1913	rev ed r/w t	10+51.21	563.1835	788.5840
	N54°50'19"W 100.26 ft			
296	ED OLD T-168	11+51.47	620.9206	706.6176

Closing latitude = 0.00154
Closing departure = 0.00153
Closing bearing = S44°51'01"W
Closing distance = 0.00217
Total traverse length = 1151.47 (1151.47)
Total error of closure = 1/531568
Error of closure in latitude = 1/749796
Error of closure in departure = 1/753721

Area = 47560.27 Sq. Ft.
Area = 1.0918 Acres



**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018 – 01

**AN ORDINANCE PURSUANT TO ARTICLE XX, §2005 OF THE FIRST CLASS
TOWNSHIP CODE (53 P.S. §57005), TO VACATE THAT SECTION OF WISCASSET
AVENUE (TR-168-B), WHICH LIES BETWEEN THE EXISTING RIGHT-OF-WAY OF
STATE ROUTE 0611 AND PROPERTY OWNED BY RUNNING LANE, LLC,
IDENTIFIED BY MONROE COUNTY TAX CODE NO. 12/11/1/10 AND PIN NO.
12636404744153.**

WHEREAS, pursuant to the provisions of Article XX, Section 2005 of the First Class Township Code, 53 P.S. §57005, Pocono Township has the authority, by ordinance, to vacate roads, and parts thereof, which are located wholly or partly in the Township; and

WHEREAS, the portion of the roadway requested to be vacated is no longer used by the traveling public, and the vacation of the same will not be adverse to the health, safety and welfare of the residents of Pocono Township or the traveling public.

NOW, THEREFORE, be it enacted and ordained, by the Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby enacted and ordained by virtue of the activity of the General Assembly of the Commonwealth of Pennsylvania known as the “First Class Township Code, as amended”, as follows:

SECTION 1. That portion of Wiscasset Avenue (TR-168-B), between the existing right-of-way of state route 0611 and property owned by Running Lane, LLC, identified by Monroe County Tax Code No. 12/11/1/10 and PIN No. 12636404744153, as hereinafter described, is hereby vacated, and shall no longer constitute part of the Pocono Township public road system.

SECTION 2. The legal description of the area being vacated is attached hereto as Exhibit “A”.

SECTION 3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality illegality or invalidity shall not affect or impair any remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that such remainder shall be and shall remain in full force and effect.

SECTION 4. Any provisions of any existing ordinances, or parts of ordinances, in conflict with this Ordinance, to the extent of such conflict and no further, are hereby repealed.

SECTION 5. A copy of this Ordinance shall be filed in the Office of the Clerk of the Monroe County Court of Common Pleas for the Forty Third Judicial District of Pennsylvania.

SECTION 6. This Ordinance shall take effect upon the last to occur of the following: (a) the expiration of five (5) days from the date of enactment, or (b) receipt by the Board of Commissioners of Pocono Township from Running Lane, LLC, its successors or assigns, of a duly executed Easement and Right-of-Way Agreement (in form and substance acceptable to the Board of Commissioners and suitable for recording) granting permanent and temporary sewer easements and rights-of-way, and and any other easements deemed necessary by the Township, in, on, over, under, through and across the portion of Wiscasset Avenue (TR-168-B) which is the subject of this Ordinance, for the installation and maintenance of sewer lines and facilities in connection with the Township central sewage project, as well as any other facilities deemed necessary by the Township.

ENACTED AND ORDAINED this 20th of February 2018.

ATTEST:

**TOWNSHIP OF POCONO
MONROE COUNTY**

PAMELA TRIPUS
Township Secretary

GERALD LASTOWSKI
President, Board of Commissioners

I hereby certify that the within is a true and correct copy of the proposed Ordinance in this matter.

Lisa A. Pereira, Esquire
Solicitor
Pocono Township, Monroe County

ORDINANCE NO. 2018-02

AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE INTERMUNICIPAL TRANSFER OF A RESTAURANT LIQUOR LICENSE NO. R-19740 INTO POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA FROM EAST STROUDSBURG, MONROE COUNTY, PENNSYLVANIA (VIA PUBLIC AUCTION CONDUCTED NOVEMBER 2017), PURSUANT TO THE PENNSYLVANIA LIQUOR CODE.

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

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

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

WHEREAS, the Board of Commissioners of Pocono Township, Monroe County have held a public hearing to receive comments on the proposed liquor license transfer and, after consideration of the issues, finds that the intermunicipal transfer of restaurant liquor license No. R-19740 in Pocono Township, Monroe County, Pennsylvania, will not be detrimental to the

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

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

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

SECTION 1. APPROVAL OF INTERMUNICIPAL TRANSFER OF LIQUOR

LICENSE. The request by Dionysus, LLC to transfer Liquor License No. R-19740 to Dionysus, LLC, to their facilities located at 3414 Route 611, Pocono Township, Monroe County, PA 18321, is hereby approved.

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

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

ATTEST:

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

By: _____
PAMELA TRIPUS
Secretary

By: _____
GERALD LASTOWSKI
President

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
FEBRUARY 5th, 2018 5:45P.M.

DRAFT
Revised 3/12/2018

The Regular meeting of the Pocono Township Commissioners was held on 02/05/2018 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 5:45 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Gerald Lastowski, present; Bob M. DeYoung, arrived shortly after roll call; Harold Werkheiser, absent; Richard Wielebinski, present; and Jerrod Belvin, present.

IN ATTENDANCE:

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

INTERVIEWS:

G. Lastowski explained the candidates will be taken in order and each of the applicants would be asked similar questions.

Vacancy Board:

- a) Tom Felver was interviewed by the Board.

Planning Commission:

- a) Chad Kilby and Bernie Devine were interviewed by the Board.

Civil Service and Zoning Hearing Board applicants were scheduled for a later time, the Board continued with the regular agenda.

ANNOUNCEMENTS:

- 1) An executive session was held on January 31st, 2018 to discuss personnel matters. No action was taken.
- 2) G. Lastowski restated the motion to limit public comment to the beginning and end of all meetings. "At the last meeting, a motion was by R. Wielebinski, seconded by B. DeYoung, to have public comment on all issues including agenda items comments at the beginning and end of all public meetings. It passed 4 to 0.

PUBLIC COMMENTS ON ALL MATTERS:

Christopher Ortolan, Twp. resident, spoke concerning the limiting to public comment on agenda items. J. Lastowski noted comments will be allowed by stake holders or presenters concerning the motions. Ellen Gndt, Twp. resident, agreed with C. Ortolan comments on the public comments. She questioned the omission of public comments on the work session minutes; the ratified list inclusion of short term disability taxes; and sick time payout for a former employee. D. Asure will confirm with the Twp. Bookkeeper Paola Razzaq the listing of short term disability taxes and report back to the board.

PUBLIC COMMENTS CONT:

She noted the employee had given two weeks' notice before leaving allowing for the payment of sick time accumulation as per the contract. Ellen Gnadtt, Twp. resident, disagreed. J. Lastowski noted the questions will be researched and reported at the next meeting.

J. Lastowski made a motion, seconded by J. Belvin, to suspend the agenda to resume interviews. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Civil Service Commission Alternate:

a) Peter Nish was interviewed by the Board of Commissioners.

J. Lastowski reconvened the regular meeting until the Zoning Hearing Board candidate attended.

MINUTES:

B. DeYoung made a motion, seconded by R. Wielebinski, to approve the regular meeting minutes of 01/16/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Belvin made a motion, seconded by B. DeYoung, to approve the work session of 01/31/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski responded to Ellen Gnadtt's question and noted under the previous board a motion was made concerning comments at meetings and work session meetings. The issue will be researched.

E. Gnadtt, Twp. Resident, stated she would be recording the meeting.

BILLS AND TRANSFERS:

R. Wielebinski made a motion, seconded by J. Belvin, to approve the ratified list for prior period dated 02/05/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

B. DeYoung made a motion, seconded by R. Wielebinski, to approve the check listing and transfers list dated 02/05/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, abstained. Motion carried.

REPORT OF THE COMMISSIONERS:

Bob DeYoung, Vice President read a statement concerning PJJWA -

1. Water Agreement and Developer's Agreement are currently being completed by Ralph Matergia and John Prevostnik.
2. HOP Permitting and Bid Documents for water line extension are currently being completed by BCRA.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 02/05/18
REPORT OF COMMISSIONER DEYOUNG - PJJWA CONT:

pg. 3
DRAFT

3. Asset Purchase Agreement for PJJWA system is being worked on by Ralph Matergia and Prevoznik. Ralph to serve as coordinator.
 - a. A model document is being prepared for circulation to Pocono, Jackson, and PJJWA. BCRA will advise on the timetable of when this model document will be provided.
 - b. BCRA will need input and effort from all entities to review and finalize the agreement along with all attachments (e.g. easements, road opening permits, deeds, indemnifications, mandatory connection ordinances, etc.). The scope and budget for each entity to complete this must be discussed and agreed to.
4. Tentative Timetable of Water Line Extension (as discussed with Developer)
 - a. Agreements (Bulk Water and Developer's); HOP Permits; Bid Documents completed by April or May 2018.
 - b. Asset Purchase Agreement for PJJWA- BCRA to advise on schedule of initial model document.
 - c. Bidding, Award, Notice to Proceed of Water Line Extension- May 2018 through July 2018
 - d. Construction of Water Line Extension- July 2018 through November 2018

J. Lastowski added that BCRA may consider an additional well and pump station in the Tannersville area to lessen the impact of the pressure in the lines.

Harold Werkheiser, Commissioner - Absent

Richard Wielebinski, Commissioner -

1) Sidewalks

R. Wielebinski explained in new SALDO, sidewalks are required to be installed. He explained Wendy's was deferred from installing sidewalks during land development approval. R. Wielebinski made a motion, seconded by J. Belvin, to request the Township Manager to write a letter to Wendy's to install sidewalks. Discussion followed on the impact of the Rt. 611 realignment. R. Wielebinski withdrew his motion due to the uncertainty of the 611 realignment and desire not to cause a hardship to businesses. J. Belvin withdrew his second.

2) Dangerous Structures -

Michael Tripus, Zoning Officer, explained he drafted a Notice of Violation for abandon structures at 2990 Rt. 611. L. DeVito, Twp. Solicitor, noted under the Dangerous Structure Ordinance, enforcement procedures require the Board to authorization. R. Wielebinski made a motion, seconded by J. Belvin to authorize the Township Zoning Officer, Michael Tripus, to issue a Notice of Violation conditioned upon the Solicitor's review, to 2990 Rt. 611, Tannersville, Pa. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 02/05/18
COMMISSIONER WIELEBINSKI - DANGEROUS STRUCTURES CONT:

Discussion followed to the determination of a dangerous structure and cost to enforce. J. Lastowski requested D. Asure reach out to the County for funding opportunities. Discussion followed on the steps required.

Pg. 4
DRAFT

Jerrold Belvin, Commissioner -

1) Staff Meetings

J. Belvin made a motion, seconded by R. Wielebinski, to direct the Twp. Manager to conduct bi-weekly staff meetings following the regular Commissioner meeting. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

2) File System - cost - Discussion followed.

3) Road Crew employee - J. Belvin noted the road department is down staff and the remaining crew is handling additional mileage of plow routes, which is a safety concern. J. Belvin made a motion, seconded by R. Wielebinski, to hire an additional employee for the road department - Discussion followed on the possible hiring of a Road Department Supervisor. J. Belvin and R. Wielebinski withdrew the motion until more discussion is possible.

4) COG - J. Belvin, Emergency Management Coordinator, attended the Council of Government meeting and reported on to the Board.

5) Emergency Management - J. Belvin informed the Board he is currently working with the deputy Emergency Management officer on gathering plans, photographs of employees as required by FEMA, GUESS cards for emergencies, and TSB for emergency preparedness.

J. Lastowski suspended the regular meeting to continue the interviews.

Zoning Hearing Board:

a) Angelo Tullo was interviewed by the Board of Commissioners.

REPORT OF THE PRESIDENT: Gerald Lastowski, President -

Vacancy Board Chairman:

R. Wielebinski made a motion, seconded by J. Belvin, to appoint Thomas Felver as Vacancy Board Chairman to serve a one year term, expiring 12/31/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Planning Commission Appointment:

J. Lastowski made a motion, seconded by R. Wielebinski, to appoint Chad Kilby, to the Pocono Township Planning Commission for a term expiring 12/31/2020. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

REPORT OF THE PRESIDENT CONT:

Civil Service Commission Alternate:

J. Lastowski made a motion, seconded by R. Wielebinski, to appoint Peter Nish as alternate Pocono Township Civil Service Commission for a term expiring 12/31/2021. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Zoning Hearing Board

R. Wielebinski made a motion, seconded by J. Belvin, to appoint Angela Tullo to the Zoning Hearing Board for a term expiring 12/31/2020. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Realignment of Route 715 - J. Lastowski announced he met with Pennsylvania State Senator Mario Scavello concerning the Route 715 realignment. Senator Scavello requested a letter of support for the realignment. Discussion followed. R. Wielebinski made a motion, seconded by B. DeYoung, to authorize the Twp. Manager to prepare a letter of support to PA Senator Mario Scavello for the proposed PennDOT realignment of Rt. 715/611 as per the Pennoni Engineers revised plans dated 10/17/2017. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

REPORTS:

Finance Committee

R. Wielebinski spoke concerning the position of Interim Treasurer. Discussion followed on the positions of the Treasurer and Bookkeeper.

Sewer Committee

- 1) Kalahari - J. Lastowski noted the meeting with Tobyhanna Twp. Wednesday to discuss Kalahari issues was cancelled. It will be rescheduled.
- 2) B. DeYoung requested the Sewer Committee organize. R. Wielebinski made a motion, seconded by J. Belvin, to appoint Robert M. DeYoung and Gerald Lastowski to the Sewer Committee. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Public Works Report

- 1) Wilke Road - D. Asure reported it is moving forward, repairs are scheduled for February 13 or 14.

Administration - Manager's Report -

1. Emergency Management Course - D. Asure noted J. Belvin had abstained from the bill's list due to the inclusion of invoices for courses he has taken for Emergency Management.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 02/05/2018
ADMINISTRATION

6
Pg. 3
DRAFT

2. Zelenkofske Axelrod, LLC Engagement Letter for 2017 Audit - D. Asure noted it was incorrectly listed as Management letter on the agenda. R. Wielebinski made a motion, seconded by R. Wielebinski, to authorize the President and Vice-President to sign the 2018 Audit Engagement Letter with Zelenkofske Axelrod, LLC. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski requested the Board to stay after the meeting to sign all documents and checks after the regular meetings to help assist the staff with processing the bills and documents in a timely manner.

3. Close Citizens Bank Account - B. DeYoung made a motion, seconded by R. Wielebinski, to authorize the Township Manager to send a letter to Citizen's Bank, requesting the closing of a bank account at Citizens Bank from a PennVEST grant in the amount of \$148.25 and to transfer the money to the general fund. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
4. CD Investment - R. Wielebinski made a motion, seconded by B. DeYoung, to authorize the reinvestment of the \$1M CD, with maturity date of February 3, 2018 at ESSA into a \$1M CD at ESSA Bank for a term of 12 months with an interest rate of 1.58%, the best rate received by four banks. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
5. Civil Service 2017 Annual Report - D. Asure, Twp. Manager noted she had received the Civil Service Annual Report.
6. Peace Officer's Day - Pocono Township's Chief of Police, Kent Werkheiser spoke concerning Peace Officer's Day to be held at TLC's war memorial park. He requested funding up to \$1,200 to provide safety booklets, portable toilets, and handouts for the event. R. Wielebinski made a motion, seconded by J. Belvin, to authorize \$1,200 for expenses related to Peace Officer's Day to be held, May 16th 2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Discussion followed on inspection of the TLC property and footbridge. Jon Tresslar, Twp. Engineer, will conduct a visual inspection of the footbridge and report back to the Board.

- 1) PSATS Conference - J. Lastowski made a motion, seconded by R. Wielebinski to authorize payment for up to two Commissioners to attend the PSATS Convention. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PG 7
DRAFT

- 2) Job Descriptions - D. Asure explained job descriptions have been drafted for the position of Bookkeeper, Treasurer, and Road Supervisor. J. Lastowski made a motion, seconded by B. DeYoung to approve the job descriptions for the Bookkeeper and Treasurer. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

B. DeYoung made a motion, seconded by R. Wielebinski, to approve the job description for Road Supervisor. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

- 3) Township Copiers - D. Asure, Twp. Manager, explained the Township copier is in need of replacement. She received a quote for two copiers from Top Copy for a Co-Stars price of \$3,559.32 with a three year lease and including pickup of the old copier. R. Wielebinski asked if other quotes were received. J. Belvin questioned if a flat bed scanner was included. The Board directed the Twp. Manager to obtain additional quotes and specifications for copiers.

- 4) LSA Grant - D. Asure noted the Township has received the LSA grant for two police vehicles with license plate readers. Discussion followed on the vehicles. R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Officials to sign the LSA Grant documentation. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to purchase four (4) cars and one (1) pickup. Discussion followed on the quotes provided. Discussion followed in the need for a truck and the correct quote for the truck. Chief Werkheiser left the meeting to retrieve the correct invoice for the Truck. R. Wielebinski and J. Belvin withdrew their motion until the correct invoice was produced. SEE BELOW FOR MOTION

TOWNSHIP ENGINEER REPORT:

- 1) Status Report on Sewer Redesign - Jon Tresslar, Twp. Engineer, report the valve has been installed in Valve Station one and Valve Station two should be completed shortly. Discussion followed on the life of the valves.
- 2) Route 611 Sewer Line Relocation Work Update - no report at this time.
- 3) Sanofi Sanitary Sewer Easement - J. Tresslar noted he is waiting for a response from Sanofi.

DRAFT

- 4) Simpson Lot line Adjustment - J. Tresslar explained it is a lot line adjustment for a property located on Learn Road. B. DeYoung made a motion, seconded by R. Wielebinski, to approve the Simpson Lot Line Adjustment conditioned upon the requirements of the Twp. Engineer's letter dated 01/25/2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
- 5) Milnes Change Orders #3 - Monitoring Gauge
J. Lastowski made a motion, seconded by J. Belvin to approve Milnes Change Orders #3 in the amount of \$8,865.00 to provide a pressure monitoring gauge downstream of the pinch valve at Valve Station #1 as recommended by the contractor and sewer consultant Patrick Briegel. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
- 6) Milnes Change Order #4 - J. Belvin made a motion, seconded by B. DeYoung, to approve Change Order #4 with Milnes Company in the amount of \$9,974.25 for installation of an eight foot fence around Valve Station #1 as recommended by the Sewer Consultant Patrick Briegel - R. Wielebinski questioned if additional quotes were received. Discussion followed. J. Belvin and B. DeYoung withdrew their motion until additional estimate can be received.

POLICE VEHICLES

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the purchase of 5 police vehicles, three (3) funded from the 2018 Capital budget and two (2) from the LSA grant. Four (4) 2018 Police Interceptor Sport Utility from New Holland Ford, PA at \$27,188.00 each plus approximately \$17,500 each in up charges and one (1) 2018 F150 Super Crew 4X4 Pick Up from New Holland, Harrisburg, PA for \$32,499.00 plus approximately \$13,000.00 in up charges. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

TOWNSHIP SOLICITOR REPORT:

- 1) Exxon Monitoring Wells Agreement - L. DeVito, Twp. Solicitor explained he is working on an agreement for the project.
- 2) American Candle Hearing for Liquor License Transfer -
J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Township Solicitor to prepare an ordinance and advertise a public hearing for the discussion of the application for American Candle liquor license to be held on February 20th, 2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

DRAFT

- 3) Running Lane Road Vacation
R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Solicitor to prepare an ordinance and advertise the Running Lane Road Vacation for a public hearing to be held on February 20th, 2018. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
- 4) Kopelson - L. DeVito explained the Kopelson project previously received conditional approval but has been delayed due to the Rt. 715/611 realignment. The applicant's attorney is requesting an extension. B. DeYoung made a motion, seconded by J. Lastowski, to authorize the Twp. Solicitor to revise the Resolution with Kopelson which grated preliminary plan approval grating a 12 month extension from the time PennDOT announces the final plan for 715/611 realignment. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.
- 5) Sign Ordinance - L. DeVito explained the Planning Commission had suggested changes to the sign ordinance. R. DeYoung made a motion, seconded by R. Wielebinski, to forward the revision to the sign ordinance on to the Monroe County Planning Commission and advertise for a public hearing after the 30 day review period. R. Wielebinski questioned an additional amendment. The Board concurred to wait until the additional amendments are included. R. DeYoung and R. Wielebinski rescinded their motion.
- 6) Plaza 611 Easement - L. DeVito explained a release for a portion of the Township's easement. R. Wielebinski made a motion, seconded by J. Belvin, to authorize the President and Township Secretary to execute the agreement for release and extinguishment of easement, approved by PennDOT with DEPG Bartonsville Route 611 Plaza, L.P. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. DeYoung questioned Pocono Logistics. Discussion followed on the status of the property.

RESOLUTIONS AND ORDINANCES

Resolution 2018-29 - Appointment of Zoning Hearing Board Secretary

R. Wielebinski a motion, seconded by J. Belvin, to adopt Resolution 2018-29 appointing Denise Ackerman as Zoning Hearing Board Secretary at her hourly rate plus overtime as per the Union Contract. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Resolution 2018-30 - Brookdale Minor Subdivision - Nate Oiler, RKR Hess Associates, represented the plan. J. Tresslar, Twp. Engineer explained the subdivision and noted the Plan was recommended for approval by the Planning Commission. Discussion followed on the property.

RESOLUTION 2018-30 CONT:

J. Lastowski made a motion, seconded by B. DeYoung, to adopt Resolution 2018-31 - Brookdale Minor Subdivision Plan. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Resolution 2018-31 - Classic Quality Homes lot combination plan - J. Tresslar, Twp. Engineer, explained it was for a combination of two existing lots for home and septic placement. R. Wielebinski made a motion, seconded by J. Belvin, to adopt Resolution 2018-31 - Classic Quality Homes (Pocono Highlands Lot 14 & 43) Lot Combination Plan. Discussion followed. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PUBLIC COMMENT:

Ellen Gnanadt, Twp. Resident, commented on the status of the Governor's appointment of the Emergency Management Officer, the PennVEST account closing, accounting of the \$1,200 for Peace Officer's day, objection to section 710 - Sunshine law violation for the change on the agenda concerning the Management Letter, treasurer's report and the summary judgement in the Werkheiser case.

D.ASURE noted the Emergency Management Officer's paperwork has been submitted for Governor's approval, she will take into consideration the PennVEST funds to sewer account, the Management letter was a correction to the wording on the agenda. D.ASURE noted the bookkeeper Paula Razzaq will be attending future meetings to give a financial report.

ADJOURNMENT INTO EXECUTIVE SESSION:

R. Wielebinski made a motion, seconded by J. Belvin, to adjourn the meeting into executive session to discuss a personnel matter at 8:40 until 02/20/2018 at 7:00 p.m., at the Pocono Township Municipal Building, Tannersville, PA. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and B. DeYoung, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP
Tuesday, February 20, 2018

SUMMARY

Ratify

General Fund	\$	76,157.83
Sewer Operating	\$	60.39
Sewer Construction	\$	-

Bill List

TOTAL General Fund	\$	142,073.28
TOTAL Sewer <u>OPERATING</u> Fund	\$	116,695.30
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	113,136.00

<u>Budget Adjustments</u>	\$	-
----------------------------------	----	---

<u>Budget Appropriations</u>	\$	-
-------------------------------------	----	---

Notes:

POCONO TOWNSHIP CHECK LISTING
RATIFY
Tuesday, February 20, 2018

	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund					
Payroll	2/14/208			Pay 3 ending 2/11/2018	74,900.11
TOTAL PAYROLL					<u><u>\$74,900.11</u></u>
General Expenditures					
	2/6/2018	58741	Kimball Midwest	Supplies for public works (ratified to receive discount)	336.97
	2/6/2018	58742	Metropolitan Telecommunications	Phones Township / Park	596.59
	2/6/2018	58743	Prosser Laboratories	Water Testing Park (ratified to avoid late charge fee)	29.00
	2/8/2018	58744	Metropolitan Telecommunications	Phones Police	295.16
TOTAL General Fund Bills					<u><u>\$1,257.72</u></u>
Sewer Operating Fund					
	02/06/2018	2052	Metropolitan Communication	Phones pump station 5	60.39
\$					<u><u>60.39</u></u>
Sewer Construction Fund					
TOTAL Sewer Construction Fund					<u><u>\$ -</u></u>
Capital Reserve Fund					
TOTAL Capital Reserve Fund					<u><u>\$ -</u></u>
TOTAL General Fund				\$76,157.83	
TOTAL Sewer Operating				\$ 60.39	
TOTAL Sewer Construction				\$ -	
				<u><u>\$76,218.22</u></u>	

Transferred by: _____

Authorized by: _____

2/16/2018

POCONO TOWNSHIP CHECK LISTING
Tuesday, February 20, 2018

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund				
2/16/2018 56745	Nationwide	457 plan employee contribution	\$	5,389.06
2/16/2018 56746	US Bank	Feb employee contribution Police Pension	\$	4,658.94
2/16/2018 56747	AFLAC	Supplemental Insurance	\$	431.92
2/16/2018 56748	MetLife	FEB non-police pension	\$	3,427.76
2/15/2018 56749	Aftermath Services, LLC	Clean Bio Hazard	\$	245.00
2/15/2018 56750	ARGS Technology, LLC	IT Service Police/Twp	\$	1,125.00
2/15/2018 56751	BIU of PA, Inc.	Permits/ZO/SEO services	\$	11,774.40
2/15/2018 56752	Brodhead Creek Regional Authority	Water - Twp/Police	\$	175.97
2/15/2018 56753	Broughal & DeVito, L.L.P.	Legal - General/Planning/Police	\$	7,347.67
2/15/2018 56754	Cardmember Service	Advertisement Police Officers/Toner/Storage Tank permit/Stampers	\$	3,727.75
2/15/2018 56755	Cardmember Service	Training, Printer, MDT Repair	\$	2,061.26
2/15/2018 56756	Cargill Incorporated	Clearlane	\$	14,774.95
2/15/2018 56757	Cefali and Associates PC	Treasurer	\$	765.00
2/15/2018 56758	Connoisseur Media, LLC	Advertising New Hires	\$	3,870.00
2/15/2018 56759	D.G. Nicholas Co.	Parts/Supplies	\$	217.73
2/15/2018 56760	Davidheiser's Inc.	Speed tests	\$	90.00
2/15/2018 56761	DES	Recycling	\$	30.00
2/15/2018 56762	Flamm, Walton Heimback & Lamm, PC	Employment law - Teamsters	\$	4,336.50
2/15/2018 56763	E.M.Kutz, Inc.	Chains	\$	151.00
2/15/2018 56764	Francis Smith & Sons Inc	UST Operator - Jan/Feb	\$	500.00
2/15/2018 56765	Galls	Sterile Gloves	\$	178.95
2/15/2018 56766	Hanson Aggregates Pennsylvania LLC	1/4" Wash	\$	1,024.32
2/15/2018 56767	Highmark Inc.	Spending Account - Police	\$	118.76
2/15/2018 56768	J & B Auto	Police Car repairs	\$	572.03
2/15/2018 56769	J. P. Mascaro & Sons	Garbage - Twp	\$	257.55
2/15/2018 56770	Jack Williams Tire Company, Inc.	Tires	\$	1,481.00
2/15/2018 56771	Keystone Business Products	Copier Twp - 3 months	\$	1,333.53
2/15/2018 56772	Lawrence B. Fox P.C.	Civil Service Legal	\$	995.00
2/15/2018 56773	Network Fleet	GPS Service - Police	\$	325.45
2/15/2018 56774	Obegi, James	Refund Park Pavillion	\$	96.50
2/15/2018 56775	Otto, Jamie Lynn	Cleaning	\$	550.00

2/16/2018

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
2/15/2018	56776	PA DEP	Storage Tank Registration	\$ 100.00
2/15/2018	56777	PAPCO, Inc.	Gasoline/Diesel	\$ 4,491.50
2/15/2018	56778	PMHIC	Health Insurance	\$ 54,134.16
2/15/2018	56779	Pocono Management Associates LLC	Contracted Services	\$ 1,208.02
2/15/2018	56780	Pocono Record	Advertisements	\$ 1,072.05
2/15/2018	56781	PPL Electric Utilities	Electric - Twp/Traffic/Park	\$ 3,296.22
2/15/2018	56782	Road Runner Food Mart	Gasoline	\$ 1,565.57
2/15/2018	56783	Sparkle Car Wash	Vehicle Wash	\$ 12.00
2/15/2018	56784	Staples Advantage	Office Supplies	\$ 459.80
2/15/2018	56785	Tulpehocken Mountain Spring Water Inc	Water	\$ 44.10
2/15/2018	56786	UNIFIRST Corporation	Carpets/Uniforms	\$ 140.98
2/15/2018	56787	Unum Life Insurance	Life Insurance	\$ 1,805.00
2/15/2018	56788	Verizon Wireless	Phones - Police	\$ 648.40
2/15/2018	56789	Wilson Products Compressed Gas Co.	Supplies	\$ 6.75
2/16/2018	56790	Cardmember Service	Meetings/Hartshorn service	\$ 459.16
2/16/2018	56791	Verizon Wireless	Phones - IPADS	\$ 381.77
2/16/2018	56792	Wrecker International Inc.	Towing - Police	\$ 215.00

TOTAL General Fund \$ 142,073.28

2/16/2018

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Sewer Operating Fund				
2/16/2018	2053	Verizon	Pump station modems	\$ 80.02
2/16/2018	2054	BLUE RIDGE COMMUNICATIONS	Phones	\$ 121.34
2/16/2018	2056	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 1,582.50
2/16/2018	2057	EEMA O&M Services Group, Inc.	FEB 2018 operations & maintenance	\$ 5,863.59
2/16/2018	2058	Prosser Laboratories, Inc.	Professional Services	\$ 3,223.14
2/16/2018	2059	BRODHEAD CREEK REGIONAL AUTHORITY	Sewage treatment	\$ 84,015.00
2/16/2018	2062	PA One Call System, Inc	Mapping Services	\$ 61.82
2/16/2018	2063	Pocono Management Associates LLC	Contracted Services 2/5-2/11/18	\$ 1,109.64
2/16/2018	2064	PPL Electric Utilities	Utilities Bills	\$ 2,408.25
2/16/2018	2065	Pocono Management Associates LLC	Contracted Services 1/29 -2/4/2018	\$ 1,707.41
2/16/2018	2067	GILMA VIBERICK	Sewer Use Fees Refund	\$ 1,250.04
2/16/2018	2068	MARYANN CONOCHAN	Sewer Use Fees Refund	\$ 1,459.24
2/16/2018	2072	VINCENT TRAPASSO	Sewer Use Fees Refund	\$ 416.68
2/16/2018	2073	FRANCIS FRAILEY	Sewer Use Fees Refund	\$ 1,354.21
2/16/2018	2074	BRAD & CAROL WISE	Sewer Use Fees Refund	\$ 1,666.72
2/16/2018	2075	WILLIAM BESECKER	Sewer Use Fees Refund	\$ 833.36
2/16/2018	2076	ARELENE KRESGE	Sewer Use Fees Refund	\$ 1,354.21
2/16/2018	2077	NORMAN & JOAN RINKER	Sewer Use Fees Refund	\$ 976.50
2/16/2018	2078	DANIEL & PHYLLIS WISE	Sewer Use Fees Refund	\$ 2,083.40
2/16/2018	2079	RICHARD VERWEY	Sewer Use Fees Refund	\$ 1,458.38
2/16/2018	2080	MARY ANN TOZZI	Sewer Use Fees Refund	\$ 1,562.55
2/16/2018	2081	STEVEN HAGERTY	Sewer Use Fees Refund	\$ 885.45
2/16/2017	2082	RIDGLEY WERKHEISER	Sewer Use Fees Refund	\$ 833.36
2/16/2018	2083	BRODHEAD CREEK REGIONAL AUTHORITY	Water Usage Q4 2017	\$ 293.99
2/16/2018	2084	J P Mascaro & Sons	Garbage sewer stations	\$ 94.50
TOTAL Sewer Operating				\$ 116,695.30

Sewer Construction Fund

2/16/2018

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
TOTAL Sewer Construction Fund				\$ -
Capital Reserve Fund				
02/16/2018 190		Nauman Contracting	Police Facilities	\$ 4,384.00
02/16/2018 193		New Holland Auto Group	Police Vehicles	\$ 108,752.00
TOTAL Capital Reserve Fund				\$ 113,136.00
ESSA				
TOTAL General Fund	\$	142,073.28		
TOTAL Sewer Construction Fund	\$	-		
TOTAL ESSA TRANSFER	\$	142,073.28	Transferred by: _____	
Wayne Bank				
Sewer Operating	\$	116,695.30		
Capital Reserve	\$	113,136.00	Authorized by: _____	
TOTAL WAYNE TRANSFER	\$	229,831.30		

Township Manager

What: Training & Continuing Education

When: Receive Certificate for each program within first year of hire. ~OR~ within first year of being adopted

-FEMA Courses listed are Independent Study and are provided at NO cost to local government.

COURSES

1. IS-20.18 Diversity Awareness
2. IS-100b ICS
3. IS-240- Leadership & Influence
4. IS-241 Decision Making & Problem Solving
5. IS-242 Effective Communications
6. IS-700.a NIMS
7. IS-660 Intro to Private- Public Partnerships
8. IS-906 Workplace Security Awareness

Public Information Officer
(Required for all forms of Government)

What: Training & Continuing Education

When: Receive Certificate for each program within first year of hire. ~OR~ within first year of being adopted

-FEMA Courses listed are Independent Study & Classroom are provided at NO cost to local government.

COURSES

1. G-289 Classroom Informational Awareness (Classroom)
2. G-290 Public Information Officer(Classroom)
3. G-291 Joint Information System(Classroom)
4. IS-29 Information Officer Awareness
5. IS-42 Social Media in Emergencies
6. IS-100.b ICS
7. IS-700A NIMS

Public Works / Road Supervisor

What: Training & Continuing Education

When: Receive Certificate for each program within first year of hire. ~OR~ within first year of being adopted

-FEMA Courses listed are Independent Study & are provided at NO cost to local government

COURSES

1. IS-100.Pwb ICS for Public Works
2. IS-552 Public Works Role in Emergency Management
3. IS-554 Emergency Planning for Public Works
4. IS-556 Damage Assessment for Public Works
5. IS-558 Public Works and Disaster Recovery

KENT J. WERKHEISER
Chief of Police



570-629-7200

Office

9-1-1

Emergency Number

570-629-1501

Fax Number

570-992-9911

Dispatch

POCONO TOWNSHIP POLICE

110 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

POLICE REPORT FOR DECEMBER, 2017

The following are the recorded activities of the Pocono Township Police Department for the month of December 2017. Also listed are the available recorded activities for December 2016.

	DEC 2017	Y-T-D 2017	DEC 2016	Y-T-D 2016
Incidents Investigated	364	4583	340	4637
Burglary Alarms Answered	68	876	84	908
Reportable Accidents Investigated	38	256	26	264
Non-Reportable Accidents	32	390	29	360
Criminal Investigations	21	311	25	360
Criminal Arrests	13	375	33	409
Juvenile Detentions	1	11	1	8
Property Receipts	11	348	22	323
Notification of Faulty Equipment	53	1399	78	1286
Vehicle Reports	0	12	1	18
Death Investigations	2	21	1	19
Written Warnings	77	1723	100	1675
Missing Persons	1	10	0	10
Traffic Citations Issued	56	1363	59	1269
Non-Traffic Citations Issued	11	277	17	316
Ski Thefts	0	0	0	0
911 Hang-up Calls	62	664	38	768

Mileage all Vehicles: 12,064

Income from Report Fees: \$405.00

Pam Tripus

From: Municibid <support@municibid.com>
Sent: Friday, February 16, 2018 1:01 PM
To: Pam Tripus
Subject: Awesome! Your item sold - 2007 Dodge Charger Listing #14756208



Congratulations! Your item ended successfully!



2007 Dodge Charger listing # 14756208

Winning Bid Amount: \$1,300.00 USD

Municibid will take the buyers fee in a separate transaction from the bidders credit card.

Winning bidder: Macenzie Baughman (username: MBaughman)

Email: [REDACTED]

Phone: [REDACTED]

The auction report for this item will be arriving shortly in an another email

Pam Tripus

From: Municibid <support@municibid.com>
Sent: Friday, February 16, 2018 2:01 PM
To: Pam Tripus
Subject: Awesome! Your item sold - 2008 Chevrolet Impala Listing #14760563



Congratulations! Your item ended successfully!



2008 Chevrolet Impala listing # 14760563

Winning Bid Amount: \$675.00 USD

Municibid will take the buyers fee in a separate transaction from the bidders credit card.

Winning bidder: robert miller (username: robbj23)

Email: [REDACTED]

Phone: [REDACTED]

The auction report for this item will be arriving shortly in an another email

Your Next Steps

1. Contact the winning bidder

Please contact **robert miller** ASAP to arrange payment and pickup. If the bid is waiting approval by your agency, please contact the bidder to let them know when they can expect a decision.

You can also use our Municibid message system to contact the bidder. [Use Municibid Messaging](#)

2. **Create an invoice for this item**

3. Mark the Item Paid

After the item has been paid for and picked up, don't forget to mark it paid. [How do I do this?](#)

EXTENSION OF TIME PURSUANT TO SECTION 508(3) OF THE PENNSYLVANIA
MUNICIPALITIES PLANNING CODE

TO: Board of Commissioners
Pocono Township Municipal Building
P.O. Box 197
Tannersville, PA 18372

Planning Commission
Pocono Township Municipal Building
P.O. Box 197
Tannersville, PA 18372

FROM: Michael E. Gable, PE, Boucher & James, Inc.

2738 Rim Rock Rd.

Stroudsburg, PA 18360

Pursuant to Section 508(3) of the Pennsylvania Municipalities Planning Code, 53 P.S. 10508(3),
the undersigned applicant/attorney for applicant/engineer for applicant/other agent for applicant
[circle applicable representative] hereby agrees to an extension of time for decision by the
Pocono Township Planning Commission and the Pocono Township Board of Commissioners
concerning the approval of the subdivision and/or land development and/or Conditional use
application/plan entitled:

CB H2O, LP, Lot 13 & Hotel

This extension shall be valid to and including April 2, 2018. If an agent, the
undersigned verifies that this extension agreement is executed with the authorization of the
applicant.



(Signature)

Michael E. Gable, PE

(Print Name)

Dated: 2/16/18



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

www.bjengineers.com

February 2, 2018

RECEIVED

FEB 13 2018

POCONO TOWNSHIP

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

**SUBJECT: PAYMENT APPLICATION NO. 5
CONTROL VALVE REPLACEMENT PROJECT
POCONO TOWNSHIP
PROJECT NO. 1631006C**

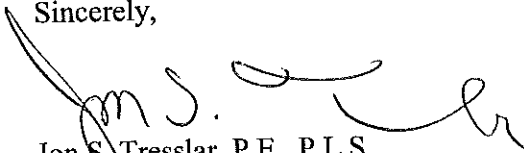
Dear Ms. Asure:

Enclosed is Payment Application No. 5, submitted by The Milnes Company for the pay period through January 31, 2018. The Application is for work performed in conjunction with the above referenced contract. Based on our review of this information we offer the following comments.

The work performed during this period of 12/30/18 to 1/31/18 included preparation of shop drawing designs for the concrete lids, electrical work, purchase of additional fittings, installation and removal of valves and the installation of power and control system wiring and facilities.

Based on our review of this request, we find the Contractor has completed work and materials having a value of Thirty-Two Thousand, Five Hundred and Fifty-Seven Dollars and No Cents (\$32,557.00). With the deduction of the ten percent (10%) retainage totaling \$3,255.70, we recommend the Contractor receive payment of **Twenty-Nine Thousand, Three Hundred and One Dollars and Thirty Cents (\$29,301.30)**. This brings the amount paid to date to \$110,756.70 and the amount retained to date to \$12,306.30.

Sincerely,

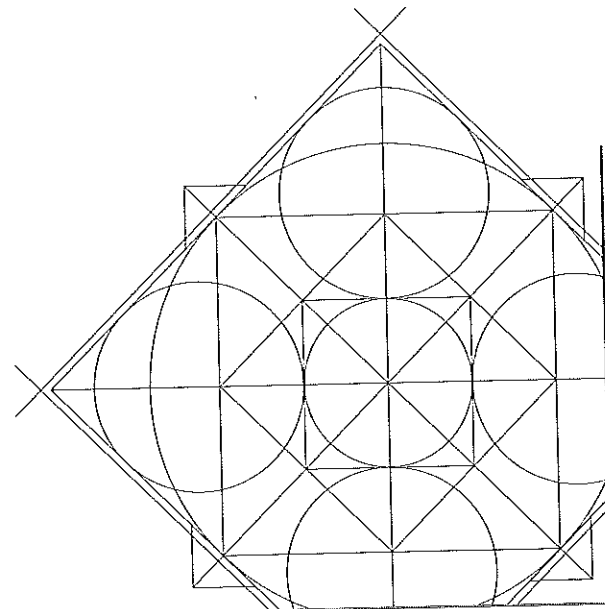

Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/cg

Enclosure: The Milnes Company Payment Application No. 5

cc: Pat Briegel, Pocono Township

S:\2016\1631006C\Documents\Control Valve Pay Apps\Milnes.PayAppNo. 5.docx



PAYMENT APPLICATION

TO: Pocono Township
112 Township Drive
Tannersville, PA 18372
Attn: Accounts Payable

FROM: The Milnes Co.
12 Frear Hill Road
Tunkhannock, PA 18657

FOR: Force Main Control Valve Replacement

PROJECT NAME AND LOCATION: Force Main Control Valve Replacement #1631006

ARCHITECT: Boucher & James, Inc.
2738 Rimrock Drive
Stroudsburg, PA 18360

APPLICATION # 5

PERIOD THRU: 01/31/2018

PROJECT #s: 10/19/2017

DATE OF CONTRACT: 10/19/2017

Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

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

1. CONTRACT AMOUNT	\$281,865.00
2. SUM OF ALL CHANGE ORDERS	\$34,503.83
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$316,368.83
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$123,063.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$12,306.30
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$12,306.30
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$110,756.70
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$81,455.40
8. PAYMENT DUE	\$29,301.30
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$205,612.13

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$34,503.83	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$34,503.83	\$0.00
NET CHANGES	\$34,503.83	

PAYMENT APPLICATION

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

CONTRACTOR: The Milnes Co.

By: Bob Harvey Date: 2/1/18

State of: Pennsylvania

County of: Wyoming

Subscribed and sworn to before

me this 1st day of February 2018

Notary Public: Karen Milnes-Seibert

My Commission Expires: May 11, 2021

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Karen Milnes-Seibert, Notary Public

Eaton Twp., Wyoming County

My Commission Expires May 11, 2021

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ARCHITECT'S CERTIFICATION

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

CERTIFIED AMOUNT: 29,301.30

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature]

By: [Signature]

Date: 2/1/18

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Force Main Control
 Valve Replacement #1631006
 APPLICATION #: 5
 DATE OF APPLICATION: 02/01/2018
 PERIOD THRU: 01/31/2018
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	RETAINAGE (If Variable)
1	Mobilization	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00
2	Bond	\$5,637.00	\$5,637.00	\$0.00	\$0.00	\$5,637.00	100%	\$0.00
3	Remove Existing Control Valves	\$17,242.00	\$1,724.00	\$6,897.00	\$0.00	\$8,621.00	50%	\$8,621.00
4	Seal Leaks at Valve Pit 1	\$846.00	\$846.00	\$0.00	\$0.00	\$846.00	100%	\$0.00
5	Install Power & Com Lines	\$10,030.00	\$3,009.00	\$1,003.00	\$0.00	\$4,012.00	40%	\$6,018.00
6	Install New Control Valves	\$37,190.00	\$5,469.00	\$13,126.00	\$0.00	\$18,595.00	50%	\$18,595.00
7	Install New Pressure Sensors	\$27,060.00	\$4,599.00	\$0.00	\$0.00	\$4,599.00	17%	\$22,461.00
8	New 1" Conduits to Panel	\$34,026.00	\$30,624.00	\$1,700.00	\$0.00	\$32,324.00	95%	\$1,702.00
9	Install New Vault Covers	\$28,082.00	\$4,131.00	\$1,485.00	\$0.00	\$5,616.00	20%	\$22,466.00
10	New Hoist Systems	\$82,673.00	\$9,267.00	\$0.00	\$0.00	\$9,267.00	11%	\$73,406.00
11	Valve Station 1 Electrical	\$26,419.00	\$10,000.00	\$3,209.00	\$0.00	\$13,209.00	50%	\$13,210.00
12	Install 70 Ft HDPE Air Line	\$2,660.00	\$200.00	\$0.00	\$0.00	\$200.00	8%	\$2,460.00
13	CO #1-Crane System Changes	\$14,230.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,230.00
14	CO #2-Dismantling Joints	\$20,273.83	\$5,000.00	\$5,137.00	\$0.00	\$10,137.00	50%	\$10,136.83
	TOTALS	\$316,368.83	\$90,506.00	\$32,557.00	\$0.00	\$123,063.00	39%	\$193,305.83

CONTINUATION PAGE



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

February 8, 2018

RECEIVED

FEB 13 2018

POCONO TOWNSHIP

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

SUBJECT: KEYSTONE ENGINEERING GROUP-INVOICE NO. 5
SCADA UPGRADE-INVOICE NO. 1800230
POCONO TOWNSHIP
PROJECT NO. 1631006C

Dear Ms. Asure:

Enclosed is Invoice 1800230 dated February 7, 2018, submitted by Keystone Engineering Group for the period through February 2, 2018. We received this invoice via email on February 7, 2018. The Invoice is for work performed in conjunction with the above referenced contract. The work included programming, field installation and configuration of components, and purchase of supplies.

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

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

We recommend full payment in the amount of \$13,646.34. It is noted that the project is now billed to a total amount of \$128,825.39, including this payment request, and the contract balance is \$6,674.61.

Sincerely,

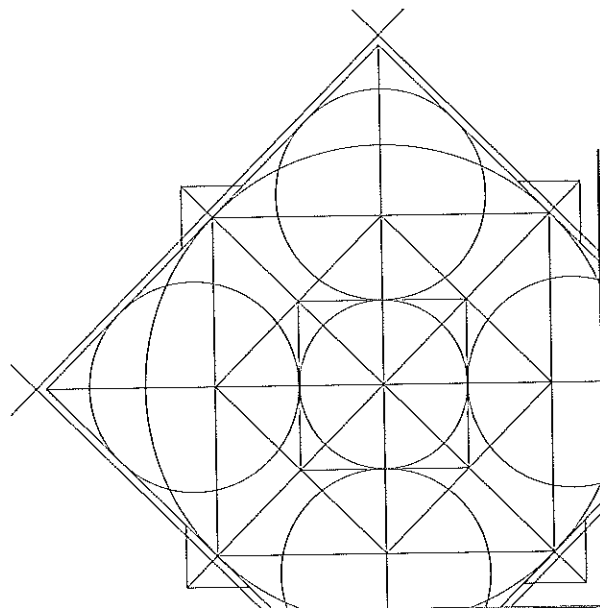
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MG/clg

Enclosure

cc: Pat Briegel, Pocono Township

S:\2016\1631006\Documents\SCADA\Keystone Invoice 1800230.No 5.docx





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

February 07, 2018

Invoice No: 1800230

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

Project 2017.00154 SCADA Upgrade
Professional Personnel

		Hours	Rate	Amount
Bahr, Adam	1/17/2018	1.50	105.00	157.50
Revising redline drawings for Valve Station #1 for As-Installed				
Bahr, Adam	1/18/2018	2.50	105.00	262.50
Revising redline drawings for Valve Station #1 for As-Installed				
DellaPenna, Marc	1/18/2018	.50	110.00	55.00
P.O. for power supplies.				
DellaPenna, Marc	1/26/2018	.50	110.00	55.00
P.O. for iPad.				
Godfrey, Chris	1/24/2018	8.00	130.00	1,040.00
On Site - Load As Built PLC and OIT programs for Valve Station 1.				
Configure mGuard firewall. Test comms back to Township SCADA.				
Godfrey, Chris	1/30/2018	3.00	130.00	390.00
In House - Adding alarm messages to OITs where needed.				
Godfrey, Chris	1/31/2018	5.50	130.00	715.00
In House - Adding trend screens to OITs for flowrate and pump run status				
Godfrey, Chris	2/1/2018	4.00	130.00	520.00
In House - Adding trend screens to OITs for flowrate and pump run status				
Godfrey, Chris	2/2/2018	6.00	130.00	780.00
In House - Adding programming for Flow Totalizing, Flow reading at PS1 and PS2, and alarm for Vault Flood at VS1 and VS2.				
Livezey, Jr, Thomas	1/25/2018	4.00	105.00	420.00
Valve station 1 plc addresses. Verified connection points for valve station 1 and pump stations 1-3.				
Livezey, Jr, Thomas	1/29/2018	2.00	105.00	210.00
Received computer error email from Pocono. It was determined that the computers physical memory was low while going through the computer message logs. This closed many applications and the cause of the low free RAM was undetermined. The computer was rebooted to fix the issues and the applications were turned back as normal.				

Project	2017.00154	SCADA Upgrade	Invoice		1800230
Livezey, Jr, Thomas	1/30/2018	8.00	105.00	840.00	
Added history to log in on the computer so the computer will now be able to see when someone logs in. Added functionality to Wonderware to log when and who logs into to the InTouch application. Installed the proper Win-911 license via codemeter.					
Livezey, Jr, Thomas	1/31/2018	8.00	105.00	840.00	
Set up the gateway connection to email so Win-911 can receive and send alarm emails. Set up cell phone gateway via email to send text messages to email. Created messages to send to both email and cell phone when alarms were active and when they became acknowledged. Configured the rest of Win-911 for priority, strategy, tactics and message sends.					
Livezey, Jr, Thomas	2/2/2018	8.00	105.00	840.00	
Added all alarms to Win-911 including Pump Stations 1 through 5 and Valve Station 1. Tested active alarms to verify they were sending alarms properly.					
Set up valve station reports. Also set reports to run as a service rather than on the desktop so they could not be turned off.					
Saulnier, Daniel	1/8/2018	2.50	120.00	300.00	
Phone conversations with Pat Briegel and Paul Brennan on project schedule. Answering emails from vacation regarding project requirements					
Saulnier, Daniel	1/9/2018	3.00	120.00	360.00	
Gathering information and printing out latest control scheme from Mike G. Prepping for meeting on 1/12/18					
Saulnier, Daniel	1/11/2018	2.50	120.00	300.00	
Prep for site visit and meeting tomorrow 1/12/18					
Saulnier, Daniel	1/12/2018	4.00	120.00	480.00	
Pocono Township site visit for meeting and to troubleshoot PS#4 float backup					
Saulnier, Daniel	1/22/2018	1.00	120.00	120.00	
Project coordination and scheduling					
Saulnier, Daniel	1/24/2018	6.00	120.00	720.00	
Travel and attendance at project coordination meeting. Troubleshooting generator alarm wiring at Pump Station #2.					
Saulnier, Daniel	1/25/2018	2.00	120.00	240.00	
Talked with Chris G. about his progress at Valve Station #1 and with T.J. about the HMI items Mike Gable would require.					
Saulnier, Daniel	1/26/2018	1.00	120.00	120.00	
Worked with TJ to get log me in setup for Mike Gable					
Saulnier, Daniel	1/29/2018	2.00	120.00	240.00	
Coordination with TJ and Mike G about HMI Screen going blank at Township building					
Saulnier, Daniel	1/30/2018	2.00	120.00	240.00	
Pocono HMI crash, talking with TJ and writing email					
Saulnier, Daniel	1/31/2018	3.00	120.00	360.00	
Review and response to schedule provided by Mike G. of B&J					
Saulnier, Daniel	2/1/2018	1.00	120.00	120.00	
Time with Tech Support for Siemens on configuration of transmitter for pulse output					
Saulnier, Daniel	2/2/2018	3.00	120.00	360.00	

Project	2017.00154	SCADA Upgrade			Invoice	1800230	
Creating spreadsheet and letter for out of scope work on Pocono Township							
Saulnier, Daniel	2/2/2018	1.50	120.00	180.00			
Email to Dave Seel about work at Pocono Township on Wednesday 2/7/2018							
Seel, David	1/9/2018	1.00	120.00	120.00			
Post pictures to "K", review drawing and email Dan							
Seel, David	1/15/2018	8.00	120.00	960.00			
Complete panel modifications and field wiring for Valve Station #1							
Seel, David	1/17/2018	1.50	120.00	180.00			
Markup drawings with Adam, look up appropriate power supplies							
Totals		106.50		12,525.00			
Total Labor						12,525.00	
Reimbursable Expenses							
Travel - Reimbursable							
1/12/2018	Saulnier, Daniel	Mileage		13.41			
1/24/2018	Saulnier, Daniel	Mileage		16.80			
1/24/2018	Godfrey, Chris	mileage		136.63			
1/24/2018	Godfrey, Chris	tolls		5.45			
Project Equipment Reimbursable							
1/23/2018	Automation Direct	PSB24-120; power supply		146.05			
2/7/2018	CDW	4536364; iPad, 9.7"		682.66			
Total Reimbursables				1,001.00		1,001.00	
Unit Billing							
1/15/2018	Service Van #03 Mileage - Dave Seel			120.34			
Total Units				120.34		120.34	
Billing Limits							
		Current	Prior	To-Date			
Total Billings		13,646.34	115,179.05	128,825.39			
Limit				135,500.00			
Remaining				6,674.61			
				Total this Invoice		\$13,646.34	
Outstanding Invoices							
Number	Date	Balance	0-30	31-60	61-90	91-120	Over 120
1701735	12/8/2017	34,499.12	0.00	0.00	34,499.12	0.00	0.00
1800066	1/10/2018	17,473.09	17,473.09	0.00	0.00	0.00	0.00
Total		51,972.21					

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

Email to: pbriegel@poconopa.gov; mgable@bjengineers.com; asure@poconopa.gov



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 NON-INFRINGEMENT. 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
Backup & Recovery Services: 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. Asigra Cloud Backup & Recovery - License Fee (Windows, Linux or MAC) <ul style="list-style-type: none"> Online backup, powered by Asigra Cloud Backup software for Microsoft Windows Up to 600 GBs of protected data Installed on customer provided server Unlimited updates and patches per software installation HIPAA Compliant FIPS 140-2, 256 AES encryption Local-also backups to customer provided LAN storage. Continuous Data Protection (CDP) feature provides real-time backups. Time & generation based retention allows up to 10,000 backup generations 	1	\$210.00	\$210.00	
2. Disaster Recovery Tests – 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
Backup Sub-Total:			\$210.00	\$00
Service	Qty	Price Per Unit	Monthly Charge	Annual or One-Time
Support: Our engineering team is an extension of your team, helping to ensure your ongoing daily IT operations.				
4. Account Management Support – 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. 24/7/365 Emergency Support , unlimited email and phone support.	1		Included	
Support Sub-Total:			\$0.00	\$0.00
TOTAL:			\$210.00	\$00

Pricing Notes:

- 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.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2018-32

**AN AMENDED AND RESTATED RESOLUTION GRANTING
CONDITIONAL
APPROVAL OF THE BROOKDALE ENTERPRISES LLC
MINOR SUBDIVISION PLAN**

WHEREAS, the applicants, Brookdale Enterprises LLC and Vincent J. and Charlie Lynn Trapasso, submitted a plan application titled "Minor Subdivision Plan for Lands of Brookdale Enterprises LLC and Vincent J. and Charlie Lynn Trapasso" (the "Plan"). The applicants are proposing a five (5) lot minor subdivision of the former Caesar's Brookdale at the Lake Resort. The properties are identified as Parcel Nos. 12/11/1/32, 12/11/1/32-1, 12/11/1/32-2, and 12/117080. A lot consolidation is also proposed between Parcel Nos. 12/11/1/32, 12/11/1/32-2 and 12/117080, and between Parcel Nos. 12/11/1/32 and the lands of Vincent J. and Charlie Lynn Trapasso known as Parcel No. 12/11/1/15. The majority of the existing resort properties are located in the RD Recreational Zoning District, while Parcel Nos. 12/11/1/32 is split between the RD Recreational Zoning District and the C Commercial Zoning District. The Trapasso property is located entirely within the C Commercial Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated November 10, 2017 and December 19, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on January 8, 2018; and

WHEREAS, the Pocono Township Board of Commissioners conditionally approved the Plan by Resolution No. 2018-30 on February 5, 2018; and

WHEREAS, the Pocono Township Board of Commissioners desires to amend and restate the conditional approval of the Plan to incorporate the requirement that certain right-of-way along Township roads be dedicated to Pocono Township.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania that the "Minor Subdivision Plan for Lands of Brookdale Enterprises LLC and Vincent J. and Charlie Lynn Trapasso" as shown on the plan prepared by RKR Hess, dated October 13, 2017, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicants shall comply with all of the conditions and requirements identified in the Township Engineer's letter dated December 19, 2017, with the following conditions:
 - a. A note, satisfactory to the Township, shall be placed on the plan addressing the adjoining property owner's existing septic system encroachment; and

- b. Dedication to the Township of additional right-of-way shall be required along existing Township roads.
2. The applicants shall provide the Township with a copy of the proposed deed of consolidation for Proposed Lot 5, which deed shall be recorded concurrently with the Plan.
 3. The applicants shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
 4. The applicants shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
 5. The applicants shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
 6. The applicants shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
 7. The applicants shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.
 8. Resolution No. 2018-30 is hereby rescinded in its entirety and replaced with this Resolution.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 20th day of February, 2018.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Gerald Lastowski
Title: President

**RESOLUTION OF ADOPTION
RESOLUTION FOR PLAN REVISION
RESOLUTION 2018-33**

**RESOLUTION OF THE POCONO TOWNSHIP COMMISSIONERS, MONROE
COUNTY, PENNSYLVANIA (hereinafter "the municipality")**

WHEREAS, Section 5 of the Act of January 24th, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Brookdale Enterprises LLC has prepared a minor subdivision plan which provide for sewage facilities in a portion of Pocono Township, and

The alternative of choice to be implemented is continued use of the existing permitted wastewater treatment facility.

WHEREAS, Pocono Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinance and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Pocono Township hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The Municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

I, Pamela Tripus, Secretary, Pocono Township Commissioners, hereby certify that the foregoing is a true copy of the Pocono Township Resolution No. 2018-33, adopted February 20th, 2018.

AUTHORIZED SIGNATURE

TOWNSHIP SEAL
