



**POCONO TOWNSHIP COMMISSIONERS
AGENDA**

February 4, 2019 7:00 p.m.

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

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

Announcements –

Executive Session held January 24, 2019 – personnel

Executive Session held January 30, 2019 – acquisition of real property and personnel

Executive Session held February 4, 2019 - personnel

What you need to know about reassessment – Monday, Feb. 11th – 6:30 to 8pm – PM East

HS Auditorium – Monroe County Assessment Office and Tyler Technologies

Pocono Township Community Day – June 1, 2019!

Presentations –

Hearings –

Resolutions

OLD BUSINESS

1. Motion to approve minutes of January 22, 2019 meeting of the Board of Commissioners (action item*)

(Action Item*)

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

** Change to agenda versus draft posted on website

NEW BUSINESS**1. Personnel**

- a. Motion to continue discussion on revised employment agreement with Pocono Township Police Chief Kent Werkheiser to be placed on the March 4, 2019 Board of Commissioners agenda (action item*)
- b. Motion to continue discussion on revised employment agreement with Township Manager Donna M. Asure to be placed on the March 4, 2019 Board of Commissioners agenda (action item*)
- c. Motion to hire Thomas Malanga as an intern for Pocono Township beginning February 5, 2019 at \$10.00 per hour for up to twenty (20) hours per week (action item*)

2. Financial Transactions

- a. Motion to ratify vouchers payable received through January 31, 2019 in the amount of \$ 1,922.20 (action item*)
- b. Ratify gross payroll for pay period ending January 20, 2019 in the amount of \$ 96,410.55 (action item*)
- c. Motion to approve vouchers payable received through January 31, 2019 in the amount of \$ 62,671.13 (action item*)
- d. Motion to approve capital expenditures received through January 31, 2019 in the amount of \$ 17,278.18 (action item*)

3. Travel/Training Authorizations (Approve/Ratify)

- a. Motion to correct approval granted on January 22, 2019 agenda for travel to PSATS Annual Conference for attendees and dates as follows - Jerrod Belvin-April 13 – 16, 2019, Pam Tripus – April 15 – 16 and Robert Sargent – April 15 – 16 and to pay expenses associated with the conference (action item*)

Report of the President

- a. Motion to delay the collection of the Electronic Device Tax until August 1, 2019 (action item*)
- b. Discussion on Ertle Service Center (possible action item*)

Commissioners Comments

Richard Wielebinski – Vice President

- a. Motion to authorize Zoning Officer to file Notice of Violation on 2926 Route 611 for dangerous structure violations (action item*)
- b. Discussion on CD investment (possible action item*)

(Action Item*)

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- c. Discussion on property management ordinance (possible action item*)

Harold Werkheiser – Commissioner

Chad Kilby – Commissioner

- a. Motion to approve agreement with CBI for OSHA 10 training for Public Works department and Township Manager at a cost of \$2,000.00 and authorize President of the Board of Commissioners to execute the document (action item*)

Jerrold Belvin – Commissioner

- a. Motion to appoint the Pocono Township Volunteer Fire Company as the township's fire provider and St. Luke's Ambulance as the township's medical provider (action item*)
- b. Control Center 2018 Municipal Statistics and contact information (possible action item*)
- c. Ordinance 146 – Snow emergency – discussion on current ordinance and need for possible update (possible action item*)
- d. Motion to approve the training and associated purchase expenses of Stop the Bleed Initiative (action item*)

Reports

1. Public Works Report

- a. Motion to authorize the township manager to go out to bid for road materials (action item*)
- b. Motion to authorize township manager to go out to bid for road paving and tar and chip projects for 2019 (action item*)

2. Administration – Manager's Report

- a. Motion to enter into agreement with Cook Geologic, LLC for hydrogeologic services at Mountain View Park, at a cost of \$80.00 per hour for a total of approximately \$1600.00 and authorize the President of the Board of Commissioners to execute the agreement. (action item*)
- b. Discussion on installation of Generator transfer switch (possible action item*)
- c. Motion to authorize the following as signers on the newly invested \$1M 6 month CD account: Gerald J. Lastowski, Richard Wielebinski, Jerrod Belvin, Chad Kilby, Harold Werkheiser, Frank Cefali and Donna M. Asure. (action item*)

(Action Item*)

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** Change to agenda versus draft posted on website

3. Township Engineer Report

- a. White Oak Culvert replacement project – applying for flood mitigation grant
- b. Fish Hill Road Storm System - spring project
- c. Right hand turn lanes from Rt. 611 onto Rimrock and Bartonsville Avenue – on hold until notification of grant award
- d. TLC Bridge Grant – applying for GP11 Permit
- e. Culvert cleaning maintenance
- f. Update - Master sidewalk plan
- g. Update – Archer Lane Violation
- h. Motion to enter into a Municipal Road Use Agreement with Largeon Logging for use of township roads subject to Largeon Logging accepting, executing and delivering the agreement to the Township and authorizing the President of the Board of Commissioners to execute agreement (action item*)
- i. Green Light Go (2017) - PennDOT will provide plans, specifications, and quantities for the Township to use for bidding the construction phase of the project.

4. Township Solicitor Report

- a. Update on Exxon Monitoring wells
- b. 1513 Sullivan Trail

Public Comment

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

Executive Session – if necessary

Adjournment

(Action Item*)

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** Change to agenda versus draft posted on website

SPECIAL PUBLIC MEETINGS

MONROE COUNTY ASSESSMENT OFFICE-TYLER TECHNOLOGIES

WHAT YOU NEED TO KNOW ABOUT REASSESSMENT NOTICE AND HEARINGS

6:30PM TO 8:00PM

February 4, 2019

Pleasant Valley High School Auditorium

1671 Route 209

Brodheadsville, PA 18322

Snow Date: February 5, 2019

February 7, 2019

Stroudsburg High School Auditorium

1100 West Main Street

Stroudsburg, PA 18360

Snow Date: February 21, 2019

• February 11, 2019

Pocono Mountain East High School Auditorium

231 Pocono Mountain School Road

Swiftwater, PA 18370

Snow Date: February 12, 2019

February 13, 2019

East Stroudsburg South High School Auditorium

321 North Courtland Street

East Stroudsburg, PA 18301

Snow Date: February 20, 2019

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
JANUARY 22nd, 2019 7:00 P.M.

DRAFT
Revised 1/30/2019

The regular meeting of the Pocono Township Commissioners was held on Monday, January 22nd, 2019 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald J. Lastowski at 7:00 p.m., followed by the Pledge of Allegiance.

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

IN ATTENDANCE:

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

PUBLIC COMMENT:

Ellen Gndt, Twp. Resident, commented on the prorating of Commissioner's salaries and suggested an alternate payment schedule for meeting attendances.

ANNOUNCEMENTS:

An Executive Session was held on 01/09/2019 for personnel.
An Executive Session was held on 01/16/2019 for personnel.
An Executive Session will be held on 01/30/2019 for acquisition of real property.
An Executive Session was held 01/22/2019 for possible litigation.

PRESENTATIONS:

Retirement of Phillip Starner

G. Lastowski made a motion, seconded by C. Kilby, to acknowledge the retirement of Phillip Starner from the Public Works Department effective 01/10/2019 after thirty (30) years of service to Pocono Township. G. Lastowski noted the Township appreciates his service and dedication to the Township. D. Asure noted a clock, mug and gift card were purchased for his service. The motion was amended to include the purchase of the gifts for his service. G. Lastowski amended the motion, seconded by C. Kilby, to include the purchase of gifts. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

RESOLUTIONS:

Resolution 2019-02 - RCAP Grant

R. Wielebinski made a motion, seconded by J. Belvin, to adopt Resolution 2019-02 authorizing the submittal of an RCAP Grant for a new municipal complex. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

MINUTES:

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

MINUTES CONT:

G. Lastowski made a motion, seconded by C. Kilby, to approve the minutes of the 01/09/2019 Board of Commissioner's work session. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

G. Lastowski made a motion, seconded by R. Wielebinski, to approve the minutes of the 01/16/2019 Board of Commissioner's work session. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

PERSONNEL:

Thomas Lynott

G. Lastowski made a motion, seconded by R. Wielebinski, to approve the continued leave for Thomas Lynott effective 01/14/2019 until 06/03/2019 as permitted by the Police Collective Bargaining Agreement. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Employment Agreement - Pocono Township Police Chief

G. Lastowski made a motion, seconded by J. Belvin, to continue discussions on the revised employment agreement with Pocono Township Police Chief Kent Werkheiser to be placed on the 02/04/2019 Board of Commissioner's agenda for action. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Employment Agreement - Pocono Township Manager

G. Lastowski made a motion, seconded by R. Wielebinski, to continue discussions on the revised employment agreement with Pocono Township Manager Donna M. Asure to be placed on the 02/04/2019 Board of Commissioner's agenda for action. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

FINANCIAL TRANSACTIONS:

Ratify Vouchers Payable -

G. Lastowski made a motion, seconded by C. Kilby, to ratify vouchers payable received through 01/17/2019 in the amount of \$2,180.68. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Ratify Gross Payroll -

G. Lastowski made a motion, seconded by R. Wielebinski, to ratify gross payroll for pay period ending 01/06/2019 in the amount of \$106,319.80. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Vouchers Payable

G. Lastowski made a motion, seconded by J. Belvin, to approve vouchers payable received through 01/17/2019 in the amount of \$263,534.55. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 01/22/2019
FINANCIAL TRANSACTIONS CONT:

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Capital Expenditures

G. Lastowski made a motion, seconded by R. Wielebinski, to approve capital expenditures received through 01/17/2019 in the amount of \$15,050.00. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Reinvestment of CD

G. Lastowski made a motion, seconded by R. Wielebinski, to authorize the re-investment of the \$1 Million CD, currently at ESSA to be opened at Wayne Back for 6 months at 2%, as recommended by the fiscal department. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

REPORT OF THE PRESIDENT - Gerald Lastowski

Weiler Corporation donation to the park - G. Lastowski noted Weiler Brush Corporation gave a \$2,000 donation to use for park equipment. The Board thanked them for the donation.

Upper Swiftwater Road Issue - G. Lastowski explained roadway damage occurred near the intersection of Upper Swiftwater and Rt. 314, and the roadway has been deteriorating near the location. It is a PennDOT road and he felt the damage to the road could cause an accident. G. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Twp. Manager to send a letter to PennDOT concerning the road damage at the intersection of Upper Swiftwater Road and Rt. 314. R. Wielebinski suggested D.ASURE reach out to the PennDOT safety officer in Lehigh Valley. G. Lastowski opened the motion to public comment. Hearing none. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

G. Lastowski commented on new offers from ESSA.

COMMISSIONER'S COMMENTS:

Richard Wielebinski, Vice-President

Amusement Tax - R. Wielebinski made a motion, seconded by J. Belvin, to postpone the Amusement Tax Collection until 08/01/2019. G. Lastowski opened the motion to public comment. Ellen Gmandt, Twp. Resident, questioned the delay. L. DeVito, Twp. Solicitor, explained due to possible legal action the Township is considering all options. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Archer Lane - R. Wielebinski explained it cost the Township \$28,000 to clean the culverts and the runoff from Archer Lane causes an icing and drainage issues on Learn Road. Discussion followed. J. Tresslar, Twp. Engineer, noted he will investigate options and report back to the board at the 02/04/2019 Mtg.

Harold Werkheiser - Commissioner - Absent

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 01/22/2019
COMMISSIONERS' COMMENTS CONT:

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Chad Kilby - Commissioner - No report

Jerrod Belvin - Commissioner

Camera Upgrades at Mountain View Park - J. Belvin explained after new outdoor cameras were installed at the Heritage Center last year, the inside cameras were not able to be connected due to a conflict in programming.

J. Belvin made a motion, seconded by R. Wielebinski, to approve camera upgrades at Mountain View Park for an amount not to exceed \$820.00. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

2019 COG Dues and Township Representatives - D. Asure, Twp. Manager, explained the dues were paid.

Mutual Aid MOU - J. Belvin explained the board previously approved updating the Mutual Aid MOU's. J. Belvin made a motion, seconded by C. Kilby, to move forward with the MOU drafts provided by the Twp. Solicitor. L. DeVito, Twp. Solicitor noted there are three drafts - Fire, Police, and Public Works, he explained the Township would be required to solidify the Townships for Mutual Aid MOUs, then neighboring Townships would be required to adopt the MOU Ordinance. Discussion followed. L. DeVito, Twp. Solicitor suggested sending the drafts to the department heads for comments, then to the surrounding Municipalities, before the Township adopts it. J. Belvin withdrew his motion, seconded by C. Kilby until the drafts were circulated.

Public work's IDs were issued.

Updates are continuing on Previstar website

REPORTS:

Emergency Services:

Pocono Township Police - Pocono Township Chief of Police Kent Werkheiser reported 930 incidents for December. Discussion followed on 911 hang-up calls. C. Kilby thanked the Police Department for the outstanding job during the winter storm.

EMS - Absent

Pocono Township Volunteer Fire Company - Absent

Park Board - D. Asure, Twp. Manager, noted a letter was received from the Park Board concerning rate increases for Pavilion rentals. G. Lastowski suggested moving on the rate increases now, and advertising on the website the increase. R. Wielebinski noted the Park Board recommended the increase be implemented in 2020 and he was in favor of their recommendation. G. Lastowski made a motion, seconded by J. Belvin, to increase the pavilion rates as suggested by the Park Board on 03/01/2019 and to authorize the Twp. Manager to advertise the increase. Roll call vote: R. Wielebinski, no; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

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REPORTS CONT:

Public Works Report - Robert Sargent, Road Supervisor, reported during the recent storm there were issues with private contractors pushing snow into the roadways and freezing.

He explained the Friday before Christmas a tree fell into the Pocono Creek and hit the bridge. Medico provided an excavator free of cost and they were able to remove the tree. D. Asure, Twp. Manager will send a letter of thanks to Medico. The Board commended B. Sargent on the excellent job with the tree removal. R. Sargent thanked the Police Department for their assistance during the storm for vehicle removal.

D. Asure, Twp. Manager, requested R. Sargent to get a quote on the guard rail on Laurel Lake Road.

Administration - Manager's Report

PSATS Conference -

G. Lastowski made a motion, seconded by C. Kilby, to approve the attendance of Donna Asure, Twp. Manager, Jerrod Belvin, Commissioner and Richard Wielebinski, Commissioner to the PSATS Annual Conference, 04/11 to 04/14, 2019 and pay expenses associated with the conference. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Run for the Red - D. Asure, Twp. Manager, explained there was poor communication between emergency services and the sponsors in previous years. C. Kilby made a motion, seconded by R. Wielebinski, to approve the Township Manager sending a letter of support for the American Red Cross Run for the Red Marathon with the conditions that the organization meet with Pocono Township's Emergency Responders and Township Manager several months prior to the event with continual updates to and through the event to avoid any lack of communication of important details and expectations of Pocono Township. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Monroe County Elections Office -

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Manager to complete the official notice from the Monroe County Elections Office to certify three Commissioners for four (4) year terms and two (2) constables for six (6) year terms on the Municipal Primary 2019. Discussion followed on the additional constable. G. Lastowski opened the motion to public comment, hearing none. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

TOWNSHIP ENGINEER REPORT:

White Oak Culvert Replacement project - J. Tresslar, Twp. Engineer, noted they secured appraisals for the property for the emergency access road - at .03 acres - \$500 and .04 acres at \$680. R. Wielebinski made a motion, seconded by J. Belvin, to engage Mr. McKeown to contact the property owner to pursue the purchase of the easements for the emergency access road. G. Lastowski opened the motion to public comment, hearing none. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

TWP. ENGINEER'S REPORT CONT:

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Fish Hill Road Storm System - J. Tresslar, Twp. Engineer, explained the Road Department will start in the spring.

Right hand turn lanes from Rt. 611 onto Rimrock and Bartonsville Ave - J. Tresslar, Twp. Engineer, noted they received comments back from PennDOT. They will wait for the Grant money before addressing the comments.

TLC Bridge Grant - J. Tresslar, Twp. Engineer, noted they are applying for the DEP GP-11 permit. He noted DEP has 89 days to issue the permit. Discussion followed on the timeline for the repair, requirements, and possible grant funding.

Culvert cleaning maintenance - No report.

Master sidewalk plan - part of multi-modal grant - J. Tresslar, Twp. Engineer, noted he was able to photograph the area and is preparing the master sidewalk plan.

Notification of Interrupter grant - Discussion followed on the PennDOT requirements to bid the project.

TOWNSHIP SOLICITOR REPORT:

Exxon Monitoring wells update - No report.

HJP Park and Open Space - L. DeVito, Twp. Solicitor, explained Jackson Twp. contacted him concerning transferring Pocono Township's share the HJP property to Jackson Twp. Discussion followed. The Board concurred to maintain the Township's share of the park land. No action taken.

PJJWA - L. DeVito, Twp. Solicitor, explained he spoke to BCRA and they are still committed to the purchase of the PJJWA. Discussion followed. R. Wielebinski suggested a work session be held with PJJWA to discuss completing the sale. D. Asure will scheduled them for 02/13/2019 Work session at 5:00 p.m.

Compensation Ordinance - pro-rate of 2018 fourth quarter L. DeVito, Twp. Solicitor, explained the prorating of salary for Commissioners. He noted it is not written in the ordinance to do so. D. Asure, Twp. Manager, noted the check can be written to Dixie DeYoung since it is under \$600 and there is no estate account.

G. Lastowski made a motion, seconded by R. Wielebinski, though not in the Compensation Ordinance or written in any policy or minutes of the Township, to pro-rate the 2018 Commissioners' compensation for Robert DeYoung and Chad Kilby. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, no. Motion carried.

Compensation Ordinance - L. DeVito, Twp. Solicitor, requested direction whether if the Board wished to include pro-rating in the Compensation Ordinance.

G. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Township Solicitor to draft an amendment to the Commissioners'

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COMPENSATION ORDINANCE CONT:

Compensation Ordinance which will address prorated compensation for Commissioners and to advertise for hearing of the same. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Special Investigator - L. DeVito, Twp. Solicitor, recommended hiring a special investigator for a personnel matter.

G. Lastowski made a motion, seconded by C. Kilby, to hire a independent investigator for \$200.00 per hour for a personnel issue. Ellen Gandt, Twp. Resident, questioned the investigator to be hired. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

PUBLIC COMMENT:

Richard Almquist, Northridge representative, presented a convenance to the Township Solicitor, concerning time shares.

Ellen Gandt, Twp. Resident, noted the Resolution was not part of the package; thanked Richard Wielebinski for his vote; and questioned the compensation payment to Dixie DeYoung. L. DeVito, Twp. Solicitor, explained an estate account has not been opened for Mr. DeYoung.

ADJOURNMENT:

C. Kilby made a motion, seconded by G. Lastowski, to adjourn the meeting at 8:20 p.m. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP
Monday, February 4, 2019

SUMMARY

Ratify

General Fund	\$	97,776.22
Sewer Operating	\$	556.53
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	46,925.84
TOTAL Sewer <u>OPERATING</u> Fund	\$	13,372.83
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	2,372.46
TOTAL Capital Reserve Fund	\$	17,278.18
Liquid Fuels	\$	-

Budget Adjustments \$ -

Budget Appropriations \$ -

Interfund Transfer

Notes:

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, February 4, 2019

General Fund	Date	Check	Vendor	Memo	Amount
Payroll	02/01/2019			PAY 2 Pay Period ending 1/27/2019	\$ 96,410.55
General Expenditures				TOTAL PAYROLL	\$96,410.55
	1/22/2019	58014	VERIZON WIRELESS	PHONES TOWNSHIP & PARK	\$ 601.58
	1/22/2019	58015	VERIZON WIRELESS	PHONES POLICE	\$ 608.87
	1/29/2019	58016	PSATS UC GROUP TRUST FUND	2018 Q4 PSATS UC CONTRIBUTION	\$ 155.22
Sewer Operating Fund				TOTAL General Fund Bills	\$ 1,365.67
	01/22/2018	1170	BLUE RIDGE COMMUNICATIONS	SEWER MODEM CONNECTIONS	\$ 121.80
	01/22/2019	1171	VERIZON	SEWER MODEM CONNECTIONS	\$ 120.22
	01/29/2019	1172	METED	PS 4 ELECTRIC SERVICE	\$ 314.51
Sewer Construction Fund				TOTAL Sewer Construction Fund	\$ 556.53
Capital Reserve				TOTAL Capital Reserve Fund	\$ -
TOTAL General Fund				\$ 97,776.22	Transferred by:
TOTAL Sewer Operating				556.53	
TOTAL Sewer Construction				-	
Total Capital Reserve				-	
				\$ 98,332.75	Authorized by:

POCONO TOWNSHIP CHECK LISTING
Monday, February 4, 2019

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01/30/2019	58017	A-1 Lock & Safe, LLC	Heritage Center Locks/Keys	\$ 395.00
01/30/2019	58018	Acroprint Time Recorder Co.	Time Clocks	\$ 59.50
01/30/2019	58019	ADP, LLC	Payroll Service	\$ 377.61
01/30/2019	58020	AMERICAN UNITED LIFE INSURANCE CO.	Life Insurance - Jan/Feb	\$ 4,298.40
01/30/2019	58021	Anglemyer, Aaron	Uniform Allowance	\$ 223.84
01/30/2019	58022	Boucher & James, Inc.	Engineering Services	\$ 2,753.00
01/30/2019	58023	Cargill Incorporated	Salt	\$ 15,371.85
01/30/2019	58024	Cefali and Associates PC	Treasurer's Services - December 2018	\$ 595.00
01/30/2019	58025	Cyphers Truck Parts	Generator Battery	\$ 192.95
01/30/2019	58026	D.G. Nicholas Co.	Parts	\$ 284.05
01/30/2019	58027	DeYoung, Dixie	Balance B. DeYoung's prorated 4th quarter	\$ 106.85
01/30/2019	58028	Friedman Electric	Lightbulbs	\$ 169.66
01/30/2019	58029	Galls	Disposable Transport hoods	\$ 152.27
01/30/2019	58030	H. M. Beers, Inc.	SEO Consulting Services	\$ 950.00
01/30/2019	58031	Hanson Aggregates Pennsylvania LLC	1/4" Wash	\$ 3,953.77
01/30/2019	58032	Highmark Inc.	Spending Account	\$ 332.80
01/30/2019	58033	Lauter, Kevin	Workboot Allowance	\$ 119.99
01/30/2019	58034	PAPCO, Inc.	Diesel/Gasoline	\$ 4,235.26
01/30/2019	58035	PENTELEDATA	Internet Services	\$ 289.85
01/30/2019	58036	PPL Electric Utilities	Alger Ave/Traffic Light	\$ 48.85
01/30/2019	58037	Shinetime Auto Wash & Lube	Vehicle washes - 2018	\$ 20.00
01/30/2019	58038	Staples	Office Supplies	\$ 124.55
01/30/2019	58039	Stiff Oil Company	Heating Fuel - PW Bldg	\$ 1,357.53
01/30/2019	58040	Street Cop Training	Training - Gupko & Iannazzo	\$ 398.00
01/30/2019	58041	Tulpehocken Mountain Spring Water Inc	Water Testing Mt. View	\$ 109.09
01/30/2019	58042	UNIFIRST Corporation	Carpets/Uniforms	\$ 132.70
01/31/2019	58043	Nauman Mechanical Inc.	HVAC Service - Main unit	\$ 550.00
01/31/2019	58044	PENTELEDATA	Heritage Center - Internet	\$ 70.07
01/31/2019	58045	Praxair Dist Mid-Atlantic	Supplies	\$ 27.42
01/31/2019	58046	Steele's Hardware	Snow Shovels - Mt. View	\$ 44.97
01/31/2019	58047	STTC Service Tire Truck Centers, INC.	Truck #3 - Tires	\$ 1,573.00
01/31/2019	58048	Suburban Testing Labs	Water Testing Mt. View	\$ 103.00
01/31/2019	58049	Nationwide 457	Pay 2 EE & ER contribution	\$ 3,138.97
01/31/2019	58050	Teamster Local 773	Non Police union dues	\$ 636.00
01/31/2019	58051	Teamster Local 773	Police union dues	\$ 1,451.00

Date	Check	Vendor	Memo	Amount
01/31/2019	58052	Reserve Account	Postage replenishment	\$ 2,000.00
01/31/2019	58053	Steele's Hardware	Supplies public works & police	\$ 279.04
TOTAL General Fund				\$ 46,925.84

Sewer Operating Fund

01/31/2019	1173	Boucher & James, Inc.	Sewer engineering services	\$ 4,406.80
01/31/2019	1174	DG Nicholas Co	Gear oil/equipment maintenance supplies	\$ 15.99
01/31/2019	1175	KEYSTONE ENGINEERING GROUP	2018 engineering contracted services	\$ 2,514.16
01/31/2019	1176	PENTELEDATA	Internet connection	\$ 299.75
01/31/2019	1177	Pocono Management Associates LLC	Contracted Services 1/14/19 - 1/27/19	\$ 4,391.25
01/31/2019	1178	Pocono Township	SEWER ADMIN SERVICES 1/14 -1/27/19	\$ 903.98
01/31/2019	1179	KEYSTONE ENGINEERING GROUP	VALVE STATION MAINTENANCE 1/2 & 1/3/2019	\$ 834.00
01/31/2019	1180	Steele's Hardware	Valve lube	\$ 6.90
TOTAL Sewer Operating				\$ 13,372.83

Sewer Construction Fund

01/31/2019	283	BOUCHER & JAMES	PS 1-5 Control Float Project	\$ 97.00
01/31/2019	285	BOUCHER & JAMES	Valve 2 Repair Project Construction	\$ 2,213.99
01/31/2019	286	Steele's Hardware	Supplies for crew screen cover project	\$ 61.47
TOTAL Sewer Construction Fund				\$ 2,372.46

Capital Reserve Fund

01/31/2019	1041	BOUCHER & JAMES	Engineering capital township projects	\$ 8,483.18
01/31/2019	1042	CRITICAL SYSTEMS	Generator Transfer Switch	\$ 8,795.00
TOTAL Capital Reserve Fund				\$ 17,278.18

LIQUID FUELS

TOTAL Liquid Fuels \$ -

ESSA

TOTAL General Fund	\$ 46,925.84
TOTAL Sewer Construction Fund	\$ 2,372.46
Sewer Operating	\$ 13,372.83
Capital Reserve	\$ 17,278.18
Liquid Fuels	\$ -
TOTAL ESSA TRANSFER	\$ 79,949.31

Authorized by: _____
Transferred by: _____

Corporate & Public Safety

Date: 1-22-19

Client Name: Pocono Township
Address: 112 Township Drive
 Tannersville, PA 18372
Phone#: (570) 629-1922 X 212
E mail: Donna Asure <dasure@poconopa.gov>
Contact: Donna Asure

Dear Manager Asure:

The Center for Business & Industry's Corporate and Public Safety Education Department at Northampton Community College (hereinafter referred to as "NCC") proposes to provide, **10-Hour Construction Outreach Training Program (SAF125)** to Pocono Township, PA (hereinafter referred to as "Contracting Party").

Details of the proposal are:

PROGRAM NAME AND DESCRIPTION: 10-Hour Construction Outreach Training Program

The 10-hour Construction Industry Outreach Training Program is intended to provide entry level construction workers general awareness on recognizing and preventing hazards on a construction site. The training covers a variety of construction safety and health hazards which a worker may encounter at a construction site. OSHA recommends this training as an orientation to occupational safety and health. Information offered in this course emphasizes hazard identification, avoidance, control and prevention, not OSHA standards. Additional emphasis is placed on OSHA's Focused Four Hazards.

CONTENT:

<u>Time</u>	<u>Content</u>
2:00	Introduction to OSHA
2:30	Focus Four Hazards
	Fall Protection Sub Part M
	Electrical Sub Part K
	Stuck By
	Caught in/between
:30	Personal Protective and Lifesaving Equipment, Subpart E
:30	Health Hazards in Construction
2:00	Mandatory Elective Topics
	(Two topic minimum with minimum time of ½ hour per topic)
	Materials Handling, Storage, Use and Disposal, Subpart H
	Tools - Hand and Power, Subpart I
	Scaffolds, Subpart L
	Cranes, Derricks, Hoists, Elevators, and Conveyors, Subpart N
	Excavations, Subpart P
	Stairways and Ladders, Subpart X
2:30	Optional Topics
	Any Construction Industry hazards or policies and /or expansion of mandatory or elective topics

A combination of lecture, audiovisual presentation, and practical demonstration techniques will be utilized.

OBJECTIVES: Upon completion of this course the student will be able to:

1. define the acronym "OSHA".
2. explain what OSHA does.
3. name the publication that contains the OSHA standards and the four broad categories of business/industry covered by these standards.
4. list at least three employer responsibilities required by the OSHA standards.
5. list at least four methods of fall protection available to protect workers from fall hazards.
6. state the main criteria that prompts use of fall protection for construction workers.
7. describe four types of injuries that may result from contact with electricity.
8. name at least three warning signs or clues an electrical hazard exists.
9. discuss at least three methods of protection from electrical hazards.
10. discuss the focus four hazards.

Elective Objectives

11. list the three main injuries that occur during material handling, storage, use and disposal.
12. describe at least two ways to prevent injury when performing manual lifting.
13. explain at least three ways to eliminate hazards that may lead to injury when using forklifts, cranes or slings to handle materials.
14. describe at least three actions that can reduce or eliminate hazards when storing, using or disposing of materials.
15. list at least three basic hand and power tool safety rules.
16. identify at least two precautions that are essential to safe use of hand tools and power tools.
17. identify at least two precautions that are essential to safe use of pneumatically powered tools and liquid fuel tools.
18. identify at least two precautions that are essential to safe use of hydraulically powered tools and powder actuated tools.
19. name at least two guarding techniques or principles that apply to hand and power tools.
20. name the three types of scaffolds and describe their main characteristics.
21. list at least three of the four main hazards to which persons working on scaffolds are exposed, and describe at least one method of hazard prevention for each of the hazards.
22. identify the three essential elements of safe scaffold construction, and give at least three examples of incorporating each of the elements.
23. list the four major causes of crane accidents.
24. describe the pre-planning that is required before putting a crane in use.
25. state the two main precautions that apply to working with cranes near power lines.
26. state the greatest risk that is present at an excavation.
27. describe the three main methods for protecting employees from cave-ins.
28. name at least three factors that pose a hazard to employees working in excavations, and at least one way to eliminate or reduce each of the hazards.
29. name the three types of hazards that are predominant when using stairs or ladders at a construction site.
30. list or describe at least four safety guidelines or requirements that reduce or eliminate slipping, tripping or falling hazards on stairs in use at a construction site.
31. describe the two primary means of protecting employees from workplace hazards, prior to considering personal protective equipment (PPE).
32. list at least four of the seven items that should be covered during PPE training.
33. identify at least three elements of an appropriate PPE program.
34. match the PPE described in this lesson to at least one hazard for which it is appropriate protection.

COURSE MATERIALS:

All audio/visual materials, text materials, student handouts, and appropriate lab supplies will be supplied by the Center for Business and Industry at Northampton Community College (NCC), and are owned by NCC or its agents or suppliers. Duplication or reproduction of any of these materials, without prior written permission, is prohibited.

EVALUATION:

The program presented will be evaluated through multiple methodologies. Curricula will be evaluated during the course of training and adapted as required to meet training goals and objectives. Feedback, verbal and written, is solicited during the course and at course completion. NCC Instructors are evaluated yearly by the Program Director to ensure the highest quality instruction and employee feedback related to course and instructor effectiveness is also utilized as an evaluation tool.

Dates:	Time:	Location:
To be determined by mutual consent	8:00AM to 2:30PM each day Or 8:00AM to 3:30PM first day and 8:00AM to 12:15PM second day	Pocono Township 112 Township Drive Tannersville, PA 18372

Training Details:	Number of Sections (01) Number of Hours per Section (10)	
	Minimum (3) attendees per Section Maximum (15) attendees per Section 16 attendees to a maximum of 40 will be assessed at \$125.00 per attendee	
	Contract Rate: \$2000.00 Per Section 1 section @ \$2000.00	\$2000.00
Total of Proposal:		\$2000.00

REGISTRATION: All participants will complete an NCC registration form prior to beginning the course. *Continuing Education Units (CEUs):* Upon completion of the course, the participants will receive 1.0 Continuing Education Units (CEUs) for 10 contact hours of training completed. Participants that do not attend the entire training will not receive the CEUs amount listed above. OSHA Ten Hour Outreach Training Cards will be mailed to the individual attendees or sponsoring employer organizations.

STAFFING:

Instructors/Consultants: Qualified instructors will be assigned to meet the content and scheduling needs of proposed training upon an agreement between both parties.

Additional Consultation: Consultation related to the development and evaluation of this training project is included in this proposal. Any additional consultation with management not relating to this training project such as facilitation, organizational development and programming will be billed separately.

MATERIALS and FACILITIES:

Materials, Facilities and Equipment provided by NCC: The appropriate text materials and instructional supplies required for the training program.

Instructional Materials: Unless otherwise specified, all student handouts and visual aids used in training are owned by NCC. Reproduction of any of these materials, without express written permission, is prohibited.

NCC will supply a Mancomm® Construction Focus 4 Handbook (ISBN# 159959292-4) and OSHA 10 hour 1926 Outreach Training Card for each attendee up to 40 per section.

Materials, Facilities and Equipment Provided by Contracting Party: Pocono Township will reserve appropriate delivery location to meet the anticipated number of attendees. Any costs or fees will be paid by Pocono Township. Any refreshments or meals will be ordered and paid for by Pocono Township. Advertising and marketing of training will be per Pocono Township. All arrangements or costs incurred for any facility or service will be the responsibility of Pocono Township.

BILLING AND TERMS:

Contracting Party will be billed monthly for training completed. *Terms:* Net thirty days.

CANCELLATION:

Cancellation by Contracting Party after acceptance of this proposal may result in a cancellation fee which includes reasonable development and administration costs incurred by NCC prior to project cancellation.

Delinquent accounts are referred to an outside collection agency. Any and all costs and charges including collection costs and legal fees for delinquent accounts are the sole responsibility of the Contracting Party.

LIABILITY:

Necessary measures have been taken to ensure the accuracy, reliability and effectiveness of this training program and its instructor. Although customer satisfaction with the quality of the program is implied, Northampton Community College disclaims any liability or responsibility for loss or damages resulting from the instruction used, the training materials, or for the violation of any regulations with which any of the information may conflict. Any application or use of this training must be determined by the user to be in accordance with policies within the user's organization and with applicable federal, state, and local laws and regulations.

AGREEMENT:

Acceptance of the terms in this proposal may be signified by signing and returning a copy of this proposal or by issuing a purchase order referencing this proposal number. Upon receiving either document, program development can begin and dates can be reserved.

Unless Contracting Party indicates otherwise to NCC in writing, NCC may list Contracting Party as a client in its marketing materials upon successful completion of the training.

If you have any questions or concerns about this proposal, please contact Thomas Barnowski at tbarnowski@northampton.edu or telephone (610) 861-5467.

Thank you for giving the Center for Business & Industry the opportunity to respond to your training needs.

Sincerely,



Thomas Barnowski
Director, Corporate and Public Safety Education
610-861-5467
tbarnowski@northampton.edu

Agreed and Accepted _____ Date _____

Agreed and Accepted _____ Date _____



100 Gypsum Road, Suite 201 Stroudsburg, Pa 18360
Phone: 570-992-4500 Fax: 570-402-8890

MEMORANDUM

Date: January 23, 2019

To: All Monroe County Municipalities

From: Gary A. Hoffman, Director of Communications

Re: ***Fire/Emergency Medical Service Provider-Designations***

With the beginning of a New Year, I would respectfully ask that you notify us as to which Fire Company and Emergency Medical Service provider you would like to designate within your municipality, if you are inclined to do so.

There is absolutely no requirement to designate or change the Fire or EMS provider that you currently have. Those decisions reside with you, the elected officials of your communities.

I would ask however, that you please confirm with us the current providers in your municipalities as we move forward by contacting Dawn Pesotini in our office at 570-992-4500 or by emailing her at dpesotini@monroeco911.com.

One advantage of a municipality designating a provider is that it makes it a little easier for your residents when it comes to subscribing or joining a Fire Company or Ambulance Service.

We will send whomever you decide to designate on a first or secondary basis if you would like to make those choices.

If you require any technical assistance or need additional information, please feel free to call my office.

Cc: All Monroe County Fire Chiefs/EMS Providers



100 Gypsum Road, Suite 201
Stroudsburg, Pa 18360
Phone: 570-992-4500
Fax: 570-402-8890

DATE: January 29, 2019

TO: All Municipalities

FROM: Gary A. Hoffman
Director of Communications

RE: Contact Information

Enclosed is the 2018 statistics for your municipality. These statistics represent Police, Fire, and EMS calls in your municipality only. The calls are a combination of our old and new Computer Aided Dispatch systems.

To get an accurate picture of your Local Police Call for Service, you should combine our data and the calls that they log in their reports.

If you have any questions regarding these statistics, please feel free to contact our office at the number listed above.

We are in the process of updating our computer files. Please find a contact form for your municipality. Please enter all information requested: name, home phone number, cell phone number, cell phone carrier and email address.

Fax or email the completed listings back to our business office, Attention: Secretaries, as soon as possible. Our fax number is 570-402-8890 and email address is secretary@monroeco911.com

We depend on the information you provide! Please make every effort to ensure that we have up-to-date accurate information. During the year, if you have personnel changes, please feel free to call the business office to add or delete those persons.

Thank you

MONROE COUNTY CONTROL CENTER
2018 MUNICIPALITY STATISTICS

MUNICIPALITY	TWP CODE	POLICE RESPONSES	FIRE RESPONSES	EMS RESPONSES	TOTAL
Barrett Township	201	2,066	152	498	2,716
Chestnuthill Township	202	4,510	469	1,897	6,876
Coolbaugh Township	203	12,801	564	2,910	16,275
Delaware Water Gap Borough	401	282	73	76	431
East Stroudsburg Borough	402	11,398	399	1,945	13,742
Eldred Township	204	690	61	292	1,043
Hamilton Township	205	4,010	352	1,270	5,632
Jackson Township	206	1,705	193	555	2,453
Lehman Township	101	1,820	284	1,028	3,132
Middle Smithfield Township	207	4,274	512	1,521	6,307
Mt. Pocono Borough	403	4,526	139	669	5,334
Paradise Township	208	1,543	125	549	2,217
Pocono Township	209	12,815	586	1,819	15,220
Polk Township	210	1,586	187	782	2,555
Price Township	211	663	90	227	980
Ross Township	212	966	138	342	1,446
Smithfield Township	213	3,630	466	1,167	5,263
Stroudsburg Borough	404	8,356	468	1,512	10,336
Stroud Township	214	13,061	520	2,316	15,897
Tobyhanna Township	215	9,603	441	1,449	11,493
Tunkhannock Township	216	3,923	173	805	4,901
TOTALS		104,228	6,392	23,629	134,249

MUNICIPALITY
EMERGENCY CONTACT INFORMATION
 MUNICIPALITY EMAIL ADDRESS _____,
 WEBSITE ADDRESS _____

TOWNSHIP/BOROUGH OFFICES

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

ROADS

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

WATER

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

SEWER

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

ZONING

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

GAS/PROPANE COMPANIES

	CONTACT NAME	HOME PHONE	CELL PHONE	CARRIER	EMAIL
1					
2					
3					

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. 146

AN ORDINANCE IN THE TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA, AMENDING AND REVISING THE POCONO TOWNSHIP SNOW EMERGENCY ORDINANCE, ORIGINALLY ENACTED AS ORDINANCE NO. 12, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 20, AND CODIFIED UNDER SECTION 7.1, *ET SEQ.* OF THE POCONO TOWNSHIP OFFICIAL ORDINANCE BOOK, DEFINING SNOW EMERGENCY AND RELATED TERMS; REGULATING THE PARKING, LEAVING UNATTENDED OR ABANDONMENT OF VEHICLES ON PUBLIC ROADS IN POCONO TOWNSHIP DURING SNOW EMERGENCIES; AND PROVIDING ENFORCEMENT PROVISIONS.

WHEREAS, pursuant to Section 1506 of the Second Class Township Code, 53 P.S. §66506, the Pocono Township Board of Supervisors (the "Board") is empowered to adopt ordinances necessary for the proper management, care and control of the Township and for the health and welfare of the Township and its citizens;

WHEREAS, pursuant to Section 1527 of the Second Class Township Code, 53 P.S. §66527, the Board is empowered to adopt ordinances to secure the safety of persons or property within the Township; and

WHEREAS, snow storms, or accumulations of hail, sleet, freezing rain or ice, can and do impair the flow of vehicular traffic and fire and emergency services equipment which may result in conditions adverse to the health, welfare and safety of the residents of the Township and the people lawfully upon public highways; and

WHEREAS, it is necessary in order to promote the health, welfare and safety of the residents of the Township and the people lawfully upon the public highways, that the public highways and streets be cleared of snow, and accumulations of hail, sleet, freezing rain or ice, as promptly as possible; and

WHEREAS, it is the desire of the Board to amend, revise and restate the Pocono Township Snow Emergency Ordinance, originally enacted as Ordinance No. 12, amended by Ordinance No. 20, and codified under Section 7.1, *et seq.* of the Pocono Township Official Ordinance Book.

NOW, THEREFORE, be it ordained and enacted by the Board of Supervisors of Pocono Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, to wit:

SECTION I – SHORT TITLE.

This Ordinance shall be known and may be cited as the “Pocono Township Snow Emergency Ordinance”.

SECTION II – DEFINITIONS.

(A) **PARKING** – The halting of a vehicle, whether occupied or not, except momentarily for the purposes of, and while actually engaged in, loading or unloading property or passengers. As used herein, however, the term shall not include a police, fire department or rescue vehicle, ambulance or township vehicle on official township business.

(B) **PERSON** – The word “Person” as used in this Ordinance, shall mean and include any natural person, partnership, firm, association, corporation, limited liability company, or other legal entity.

(C) **PUBLIC ROAD** – A Public Road is defined to mean the entire width between the boundary lines of every way, street, lane, alley, court, or public square owned or maintained by Pocono Township which is open to the use of the public for purposes of vehicular travel. This shall include the public road cart way, shoulder and right-of-way.

(D) **SNOW EMERGENCY** – A snow emergency is defined as a snowfall of a

depth of one inch (1") or more, or any accumulation of hail, sleet, freezing rain or ice.

(E) VEHICLE - Every device in, upon or by which any person or property is or may be transported or drawn upon a Public Road.

SECTION III – GENERAL REGULATIONS.

No Person shall park, leave unattended or abandon any vehicle on any Public Road within Pocono Township during a Snow Emergency and until the snow has stopped falling; the hail, sleet, freezing rain or ice has stopped accumulating; and the snow and any accumulated hail, sleet, freezing rain or ice has been completely plowed from the full width of the cart way. In the event a vehicle is left unattended and the operator who left the vehicle unattended is no longer at the scene and is unknown, responsibility for compliance with this Ordinance shall belong to the registered owner of the motor vehicle, or in the case of a partnership, firm, association, corporation, limited liability company, or other legal entity, the natural person to whom the vehicle is assigned or by whom it is regularly driven.

SECTION IV – ENFORCEMENT.

(A) This Ordinance shall be enforced by action before a magisterial district judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person who or which violates or permits a violation of the provisions of this Ordinance shall, upon conviction in a summary proceeding, pay a fine of not less than One Hundred and 00/100 (\$100.00) Dollars, nor more than One Thousand and 00/100 (\$1,000.00) Dollars per violation, plus all court costs and reasonable attorney's fees incurred by Pocono Township in the enforcement proceedings, and/or be imprisoned to the extent allowed by law for the punishment of summary offenses. Each day or a portion thereof that a violation exists or continues shall constitute a separate violation. Further, the appropriate officers or agents of Pocono Township

are hereby authorized to seek equitable relief, including injunction, to enforce compliance with this Ordinance. All fines, penalties, costs and reasonable attorney's fees collected for the violation of this Ordinance shall be paid to Pocono Township for its general use.

(B) In addition to, but not in limitation of, the foregoing right to impose, or the imposition of, a penalty or imprisonment pursuant to Section IV (A), any Pocono Township Police Officer, or the Pocono Township Road Master, is hereby authorized to have any vehicle left parked, unattended or abandoned upon any Public Road in violation of the provisions of this Ordinance, towed or otherwise removed and taken to the removal company's place of business, a nearby garage or other place of safety. The registered owner of any such vehicle shall be notified of the fact of the removal and of the place to which said vehicle has been removed, where he or she may obtain the same upon payment of any and all towing, removal and storage charges. Neither Pocono Township, any Pocono Township Police Officer or the Pocono Township Road Master shall be responsible for any damage to any vehicle occurring as a result of towing, removal and/or storage of a vehicle parked, left unattended or abandoned in violation of this Ordinance.

SECTION V – SEVERABILITY.

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 of parts of this ordinance. It is hereby declared to be the intent of the Board that such remainder shall be, and shall remain, in force and effect.

SECTION VI – REPEALER.

All ordinances or parts of ordinances or resolutions conflicting or inconsistent with any of the provisions of this Ordinance are hereby repealed, but only insofar as the same are in direct

conflict or directly inconsistent with this Ordinance.

SECTION VII - EFFECTIVE DATE.

This Ordinance shall become effective five (5) days after enactment.

ORDAINED AND ENACTED into an Ordinance at a regular meeting of the Board of Supervisors of Pocono Township, Monroe County, Pennsylvania, this 1st day of NOV, 2010.

Board of Supervisors of Pocono Township

By: H. Jane Cilurso
H. Jane Cilurso, Chairman

By: Harold Werkheiser
Harold Werkheiser, Vice-Chairman

By: _____
Frank J. Hess, Supervisor

ATTEST:

Jane Cilurso
Township Secretary

[TOWNSHIP SEAL]

COOK GEOLOGIC, L.L.C.

203 Scranton Pocono Hwy
Covington Twp, Pennsylvania 18444

Tel: (570) 849-0077

E-mail: robert.cook@cookgeologic.com

Web Site: www.cookgeologic.com

January 23, 2019
Proposal No. 19010.01

112 Township Drive
Tannersville, PA 18372
via e-mail dasure@poconopa.gov

ATTENTION: DONNA M. ASURE, POCONO TOWNSHIP MANAGER

**SUBJECT: PROFESSIONAL CONSULTING SERVICES AGREEMENT,
HYDROGEOLOGIC SERVICES FOR EVALUATION OF MOUNTAIN
VIEW PARK WELL, PWSID# 2450835, POCONO TOWNSHIP,
MONROE COUNTY, PENNSYLVANIA**

Dear Ms. Asure:

We appreciate the opportunity to present this Agreement to provide professional consulting services to you.

For purposes of definition in this Agreement, Pocono Township will be known as the "Client," Cook Geologic, L.L.C., as "Cook Geologic," and the proposal subject as the "Project."

YOUR PRESENT SITUATION

The Client operates a non-transient non-community public water system at the Mountain View Park. One of the wells that serves the system has recently tested positive for coliform. The well is located near a septic system. Mr. Craig LaBarre of Portland Contractors, Inc. is the system operator and recently completed a level two corrective action assessment in response to the bacterial contamination. The Client requested that Cook Geologic examine the situation and make recommendations for corrective action. Cook Geologic has completed numerous projects near the subject area and is familiar the hydrogeologic setting. Cook Geologic will work in concert with the Client, the Client's operator, and the Department of Environmental Protection.

1.0 HOW WE WILL WORK FOR YOU

Cook Geologic will carry out the following work tasks:

- 1.1 Examine existing data on the hydrogeology of the subject site including review of information in the files at the Swiftwater offices of the Department of Environmental Protection.
 - 1.2 Conduct a site visit
 - 1.3 Recommend and coordinate any additional testing as deemed necessary.
-

- 1.4 Prepare a letter report summarizing findings and recommendations for corrective action.

2.0 CLIENT'S RESPONSIBILITIES

- 2.1 Providing access to the project site and any available relevant data.
- 2.2 Costs for additional laboratory testing if deemed necessary and approved in advance by the Client.

YOUR COST TO HIRE US

The Client shall compensate Cook Geologic on a time and material basis at a rate of \$80.00 per hour. The estimated cost, based on our experience and intended for budgeting purposes, is \$1,600.00. A sample invoice is attached. Cook Geologic will provide you with a proposal for any additional work that is requested.

Unless stated otherwise, this fee is for work performed within 12 months of the signing of this contract and Cook Geologic reserves the right to renegotiate a new fee for work outside of the 12-month period.

SCHEDULE

Cook Geologic will work in concert with the Client to schedule the work. Work will be scheduled after we have received this signed Agreement. Schedules depend upon our workload at the time of receipt. A schedule and tentative completion date will be established and if requested, will be furnished to you at that time.

Robert Cook, Ph.D., P.G. will manage this project, if you should have any questions, please call him.

CONDITIONS OF AGREEMENT

Cook Geologic will submit monthly progress invoices to the Client. Invoices are based on work completed and applicable billing rate. Invoices are due and payable upon receipt. Delivery of the completed results, reports, or work products is contingent upon receipt by Cook Geologic of payment of any remaining fee balance.

The only warranty or guarantee made in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing at the same or similar locality. No other warranty, expressed or implied, is made or intended by this contract or by the furnishing of oral and written reports or testimony. We make no warranties, expressed or implied, regarding the outcome of any investigation.

Regulatory Agency Reviews & Comments:

Cook Geologic is your agent and advocate when responding to reviews and comments from regulatory agencies having approval and permitting authority over the Project. We submit what we deem is required to secure the permit or approval, based upon the published regulations of the reviewing agency and to serve your needs. However, local, state and federal reviewing agencies are not consistent in their

MONTH DATE, YEAR
INVOICE # 000001
PROJECT # 00000.00

YOUR NAME
YOUR ADDRESS
YOUR TOWN, STATE ZIP

PROJECT: PROJECT NAME
SHORT DESCRIPTION

Professional Services for the Period 00/00/00 THROUGH 00/00/00

LABOR:
DATE DESCRIPTION HOURS RATE AMOUNT

LABOR DUE THIS INVOICE: \$ 00.00

REIMBURSABLE EXPENSES:

Copies/binding \$ 00.00
Postage & Freight \$ 00.00
Analytical Laboratory \$ 00.00

TOTAL REIMBURSABLE: \$ 00.00

TOTAL THIS INVOICE: \$ 00.00

TOTAL DUE PREVIOUS INVOICE: \$ 00.00

TOTAL DUE: \$ 00.00

Please make checks payable to Cook Geologic, LLC.
Please reference your invoice number on your remittance.

Payment is due upon receipt of this invoice. A service charge of 1 ½ % per month
(18% per annum will be added to all accounts after 30 days from date of invoice.)

Thank you.

TERMS AND CONDITIONS OF AGREEMENT

1. The terms of this proposal shall remain in effect for a period of ninety- (90) days. If this proposal is not signed within the 90 day time period, Cook Geologic may change the terms and price in the Proposal/Agreement.
2. Payment of any invoice or segment of any invoice by the Client to Cook Geologic shall be taken to mean that the Client is satisfied with the services of Cook Geologic and is not aware of any deficiencies in those services. The Client shall notify Cook Geologic in writing within two (2) weeks of receipt of an invoice of any disputes arising out of or relating to the instruments of service in this Agreement including, but not limited to, plans, specifications, drawings, etc. The Client shall pay that segment of the invoice not in dispute.
3. If the Client fails to make payments when due, or otherwise is in breach of this Agreement, Cook Geologic reserves the right to suspend performance of services upon five (5) calendar days' notice to the Client. Such suspension of services shall not be deemed to cause a breach of contract by Cook Geologic and shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.
4. In the event legal action is necessary to enforce the payment provisions of this Agreement, Cook Geologic shall be entitled to collect from the Client any judgment or settlement sums due, court costs and expenses incurred by Cook Geologic in connection therewith and, in addition, the reasonable value of Cook Geologic' s personnel time and expenses spent in connection with such collection action, computed at Cook Geologic' s prevailing fee schedule and expense policies.
5. Cook Geologic reserves the right to apply Client's payments to any outstanding financial obligation the Client may have with Cook Geologic.
6. All reports, plans, specifications, field data, notes, and other documents, including all documents on electronic media, prepared by Cook Geologic as instruments of service are and shall remain the property of Cook Geologic whether the Project for which they are made is executed or not. The Client shall not reuse or make any modification to the instruments of service without the prior written authorization of Cook Geologic. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Cook Geologic harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the instruments of service by the Client or any person or entity that acquires or obtains the instruments of service from or through the Client without the written authorization of Cook Geologic.
7. Cook Geologic has used its professional judgment in establishing the scope of services and fee for this project given the information provided by the Client or based on Cook Geologic' s knowledge of the project as of the date of this Proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to Cook Geologic shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If Cook Geologic should request an adjustment to this Agreement, Cook Geologic shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, Cook Geologic may terminate this Agreement.
8. This Agreement may be terminated by either party upon five (5) days prior written notice to the other party. In the event of termination, the Client shall compensate Cook Geologic for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by Cook Geologic as a result of a termination.
9. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania and all actions shall be filed in Monroe County.
10. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
11. The contents of this Agreement are confidential and for the Client's express use only and shall not be disclosed in part or in whole, to any other party.
12. This Agreement shall be binding upon the parties and their respective successors and assigns. Cook Geologic may employ such independent consultants, associates, and subcontractors, as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.
13. Cook Geologic and the Client have discussed the risks, rewards and benefits of the project and Cook Geologic's total fee for services. Any subsequent fees collected or billed by Cook Geologic shall have no effect, cumulative or otherwise, on the amount associated with the particular work task(s) giving rise to the claim of alleged loss or damage. Such causes include, but are not limited to, Cook Geologic' s negligence, errors, omissions, strict liability, breach of contract or breach of warranty. This provision shall supersede any other provision of this Agreement that may be deemed inconsistent with it.
14. Each paragraph and provision of this Agreement is severable from the Agreement, and if one provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
15. There shall be no liability on the part of Cook Geologic for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: failure of Client to furnish timely information or approve or disapprove our work promptly; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.
16. In accepting these Terms and Conditions, the Client acknowledges the inherent risks associated with performing our professional service.
17. The Client agrees to credit Cook Geologic by name and title in all publicity involving the Project.
18. The Client hereby indemnifies and holds harmless Cook Geologic from and against any and all claims, damages, losses and expenses arising out of Client's negligent acts, errors, or omissions.

19. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Cook Geologic agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
20. The titles used in this Agreement are for general reference only and are not part of the Agreement.
21. Cook Geologic shall not be required to sign any documents, no matter by whom requested, that would result in Cook Geologic having to certify, guarantee or warrant the existence of conditions whose existence Cook Geologic cannot ascertain. The Client also agrees not to make resolution of any dispute with Cook Geologic or payment of any amount due to Cook Geologic in any way contingent upon Cook Geologic signing any such certification.
22. If the Client fails to make payments when due and Cook Geologic incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Cook Geologic. Collection costs shall include, without limitation, legal fees and expenses, court costs, collection bonds and reasonable Cook Geologic staff costs at standard billing rates for Cook Geologic time spent in efforts to collect. This obligation of the Client to pay Cook Geologic collection costs shall survive the term of this Agreement or any earlier termination by either party.
23. It is intended by the parties to this Agreement that the services provided by Cook Geologic in connection with this Agreement shall not subject the individual employees, officers or directors of Cook Geologic to any personal legal exposure for the risks associated with the services provided under this Agreement.
24. The Client recognizes that both the Client and Cook Geologic owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety. Cook Geologic will do their best to alert the Client to any matter that requires the Client's immediate action to protect public health and safety or conform to applicable codes, standards, regulations or ordinances. Should the Client decide to disregard the recommendations of Cook Geologic in these respects, the Client agrees that Cook Geologic has the right to employ its best judgment in deciding whether or not to notify public officials or take other appropriate action.
25. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Cook Geologic, the Client agrees that all such electronic files are instruments of service of Cook Geologic, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Cook Geologic. The Client further agrees to waive all claims against Cook Geologic resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than Cook Geologic. The Client and Cook Geologic agree that any electronic files furnished by either party shall conform to the following specifications: Microsoft Word and Excel 2000 and above. Any changes to the electronic specifications by either the Client or Cook Geologic are subject to review and acceptance by the other party. Additional services by Cook Geologic made necessary by changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the signed documents prepared by Cook Geologic and electronic files, the signed or sealed hard-copy documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Cook Geologic, its officers, directors, employees and subconsultants (collectively, Cook Geologic) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than Cook Geologic or from any reuse of the electronic files without the prior written consent of Cook Geologic. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Cook Geologic, and Cook Geologic makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Cook Geologic be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
26. Cook Geologic has no expertise in identifying, containing, transporting, or disposal of asbestos-containing material in any form. Cook Geologic has not nor does it prepare specifications addressing asbestos-containing material. The Client specifically indemnifies, holds harmless, and excludes Cook Geologic from any and all claims and any expenses whatsoever that are related to any specifications of any asbestos material or product.
27. If the Client or his agent or representative request or petition or take any action that requires Cook Geologic to appear or testify as a result of services provided by Cook Geologic under this Agreement, the Client shall reimburse Cook Geologic all of Cook Geologic's expenses associated with the request or petition or action. Expenses include, but are not limited to, legal fees, consultant fees, research fees, archive search fees, duplication and printing fees, Cook Geologic's billing for its own personnel at its prevailing billing rate, travel, lodging, meals, equipment, supplies, materials, and any and all other expenses incurred as a result of the request or petition or action.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Markets Agency, Inc. 261 East Grove Street Clarks Summit, PA 18411 www.insurancemarketsinc.com	CONTACT NAME: Insurance Markets Agency, Inc. PHONE (A/C, No, Ext): 570-586-1471 FAX (A/C, No): E-MAIL ADDRESS: quotes@insurancemarketsinc.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Crum & Forster Specialty Insurance Co 44520 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

INSURED
 COOK GEOLOGIC LLC
 203 SCRANTON POCONO HIGHWAY
 COVINGTON PA 18444

COVERAGES **CERTIFICATE NUMBER: 46696302** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK-124287	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CONTRACTORS POLLUTION LIABILITY			EPK-124287	10/1/2018	10/1/2019	1,000,000 SUBJECT TO \$5,000 DEDUCTIBLE
A	E&O			EPK-124287	10/1/2018	10/1/2019	1,000,000 SUBJECT TO \$5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Pocono Township 112 Township Drive Tannersville PA 18372	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE William R Tierney JR CPCU

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MUNICIPAL ROAD USE AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2019, by and between **THE TOWNSHIP OF POCONO**, a municipal corporation of the County of Monroe and Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

- A N D -

LARGEON LOGGING, INC., a Pennsylvania corporation (hereinafter referred to as the “User”).

WITNESSETH:

WHEREAS, User desires to use public roadways within the Township to access User’s timber harvesting operations occurring at a property owned by Gregory Katz, known as Monroe County Parcel No. 12/9/1/9 (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize that the Township’s roads were not designed for and will not withstand the heavy truck traffic and overweight vehicles of User’s operations; and,

WHEREAS, the User will be accessing the Property west along Stadden Road to its intersection with S.R. 0611 (hereinafter referred to as the “Roadway”); and,

WHEREAS, as a condition to the use of the Roadway by the User, the Township is requiring the User to execute this Agreement to obligate the User to maintain the Roadway which it makes use of, in the same or better condition the Roadway had prior to the commencement of User’s operations, and to maintain the Roadway in a good state of repair during the User’s operations; and,

WHEREAS, in order to secure the User’s obligation to maintain the municipal roadways, the User is required to execute this Agreement to set forth the User’s promise, covenant and agreement to maintain the Roadway.

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

1. Before initiating timber harvesting operations the User will designate a route, to and from the User's end location.

2. The User will provide a pre-use construction design, maintenance and post-use repair criteria to be followed by the User. The ultimate goal of the design shall be:

A. Maintaining the Roadway during use so as not to interfere with ordinary vehicle traffic.

B. Safety of all users and to provide continuous access for emergency vehicles.

C. Insuring that post-use, the condition of the road will be as good as or better than pre-use.

D. Maintaining the roadway in a manner that drainage features (structures) remain functional and effective at all times, including surface road drainage.

3. The design shall include, at a minimum, the following:

A. Current load bearing capacity of the road including the sub-base.

B. Current load bearing capacity of any bridges or culverts.

C. Duration of the proposed use.

D. All permits and responsibility for compliance with all other government agencies.

E. Number and weight of vehicles.

F. Adequate video or photographic record of the pre-use condition of the Roadway.

4. Upon receipt of the design, the Township shall have ten (10) days in which to either accept the plan and execute this Agreement or submit proposed changes or revisions to the proposed plan initiated by the Township itself or the Township Engineer.

5. The User shall be required to post a maintenance bond in the amount of \$25,000.00 with the Township. It is understood the Township shall be enabled to enforce this Agreement by calling in the maintenance bond and requiring the posting of additional bonds should the cost of repairs at any time exceed the amount of the bond.

6. Upon the completion of the User's operations, the User, at its own cost and expense, shall within sixty (60) days restore the Roadway to the same or better condition as existed prior to the commencement of User's operations. Any associated costs or fees incurred by the Township for the administration or supervision of User's operations shall be borne by User.

7. Upon execution of this Agreement, the User further agrees to immediately suspend its use of the Roadway (either completely suspend or agrees to abide by imposed weight limits) upon written notice from the Township Engineer that, in the discretion and opinion of the Township Engineer, the continued use of the Roadway may cause unnecessary damages, interference with access resulting from changes in weather conditions and/or the User's operations. Upon receipt of the notice the User agrees to suspend its use of the Roadway immediately until, in the sole and absolute discretion of the Township Engineer, the conditions causing the suspension of the use of the Roadway no longer exist.

8. The provisions of this Agreement shall apply not only to the User's trucks, tractors and trailers, but also to any and all other equipment or vehicles used by the User, its agents, employees or assigns, during User's operations.

9. Should the User fail to maintain, repair, restore or resurface the Roadway to the condition existing prior to the execution of this Agreement within sixty (60) days from the date

of completion of User's operations, said User hereby agrees to reimburse and indemnify the Township for all costs and expenses incurred by the Township to repair, restore or resurface the Roadway to the same condition which existed prior to the User's operations. In addition, emergency repairs resulting from the User's operations and determined to be necessary by the Township Engineer, may be made by the Township with the User to reimburse the Township for all costs incurred by the Township in making such emergency repairs.

10. This Agreement shall remain in effect until the User has complied with all the terms and conditions of this Agreement.

11. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns; provided, however, that the User shall not assign its interest, or any portion thereof, in this Agreement to a third party without the prior written consent of the Township.

12. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and constitutes the entire understanding between the parties hereto. No modification or amendment to this Agreement shall be permitted or effective unless in writing and executed by both parties. The proper venue for any action brought hereunder shall be the Court of Common Pleas, Monroe County, Pennsylvania. The User hereby agrees to hold harmless and indemnify the Township for any and all costs, expenses (including legal fees), suits, claims demands and other causes of action which may accrue because of the User's operations.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement this ____ day of _____, 2019.

ATTEST:

POCONO TOWNSHIP BOARD OF COMMISSIONERS

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Gerald Lastowski
Title: President

ATTEST:

LARGEON LOGGING, INC.

By: _____
Name: _____
Title: _____