



POCONO TOWNSHIP COMMISSIONERS
SEWER COMMITTEE AGENDA

August 3, 2020 6:00 p.m.

TELECONFERENCE DIAL-IN #: 978-990-5000

ACCESS CODE: 358952

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

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

Announcements

Hearings

Presentations

OLD BUSINESS

1. Motion to approve the minutes of the August 3, 2020 sewer committee meeting **(Action Item)**
2. Sewer Resolution Update

NEW BUSINESS

1. Financial Transactions
2. Appeals

REPORTS

1. Commissioners

2. Sewer Consultant
 - a. Valve Station 2 Sleeve Replacement
 - b. Update – Pump station 5 jockey pump project
 - c. Update – Deferred property list
 - d. Update – Properties with no lateral
 - e. Update – Delinquent accounts
3. Administration
4. Sewer Engineer
 - a. Update - Sanofi Sanitary Sewer Easement
 - b. Update - Act 537
5. Solicitor
 - a. Motion to approve the DCNR Assignment of Sewer Line Agreement, transferring ownership of a portion of sewer line between DCNR's Swiftwater property and PennDOT's Right-of-Way to the Township and authorizing the President to execute the agreement on behalf of the Township **(Action Item)**
 - b. Discussion regarding Kalahari pre-treatment facility
 - c. Update – KSD Hospitality
 - d. Update – Gateway Equities

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

**Pocono Township Board of Commissioners
Sewer Committee Meeting Minutes
August 3, 2020**

The Sewer Committee meeting of the Pocono Township Commissioners was held on Monday, August 3, 2020 at the Pocono Township Municipal Building (112 Township Drive, Tannersville, PA) and was opened by President Rich Wielebinski at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Jerrod Belvin, present; Ellen Gndt, present; Gerald J. Lastowski, present; Keith Meeker, present; Rich Wielebinski, present.

IN ATTENDANCE: Leo DeVito, Twp. Solicitor, Broughal & Devito; Jon Tresslar, Twp. Engineer, Boucher & James, Inc.; Patrick Briegel, Sewer Consultant; Taylor Munoz, Township Manager and Dee Ackerman, Administrative Assistant were present.

PUBLIC COMMENT:

- Aaron Sisler, engineer with Borton-Lawson, stated Core5 Industrial Partners is interested in acquiring sewer service to a proposed warehouse development on Warner Road. He stated there are two options to explore for connecting to public sewer, including routing along Warner Road to S.R. 715. The other option is to route under I-80, but that entails greater regulatory hurdles. R. Wielebinski asked whether alternative plans are being considered if no public sewer service is available. A. Sisler stated Core5 would have to provide an on-lot system, which would be harder to market to potential clients. J. Lastowski stated he is not opposed but would like the developer to sit down and discuss further with P. Briegel after further study. E. Gndt asked whether the pipe will run down the road or require access to neighboring properties. A. Sisler stated they need to look at the cost-effectiveness of various options and whether easements would be needed. L. DeVito stated the Board would need to consider whether mandatory connection would be required for adjacent properties if the sewer line were extended to Core5. A. Sisler said they will be going through the land development process and will continue to provide further details as more concrete plans are developed.

ANNOUNCEMENTS: None

OLD BUSINESS

R. Wielebinski made a motion, seconded by E. Gndt, to approve the minutes of the July 6, 2020 sewer committee meeting. Roll call vote: Jerrod Belvin, yes; Ellen Gndt, yes; Gerald J. Lastowski, yes; Keith Meeker, yes; Rich Wielebinski, yes. Motion carried.

- Sewer Resolution Update. P. Briegel stated the Sewer Resolution discussion started last meeting should pair with the updates Kalahari is requesting to the Resolution. L. DeVito said he has spoken with Ralph Gundrum regarding Kalahari's requested changes to the Sewer Resolution and indicated the Township would receive correspondence shortly on the pretreatment/EQ tank. Draft correspondence is circulating and should be received by the Township next week. P. Briegel said he hopes to have more info next month as to what is being requested by Kalahari.

NEW BUSINESS

- E. Gndt asked for an update on deferred properties. P. Briegel stated that, out of 66 properties with deferred connections, the Township has now whittled that number down to seven outstanding properties. Many have connected, others still remain deferred due to the 300-foot

rule. Some of those seven properties have picked up applications and are in the process of connecting.

FINANCIAL TRANSACTIONS: None

APPEALS: None

REPORTS

COMMISSIONERS: None

SEWER CONSULTANT:

- The Pump Station 5 jockey pump project continues to experience delays due to DEP still not having resumed operations in the regional office due to COVID. M. Gable has been exchanging emails to get further information.
- Deferred Properties List. Two new connections have occurred since the last Sewer Committee meeting – both were properties with no lateral that were part of the deferred list. Would like to include as part of the 2021 budget discussion whether the Township would like to extend laterals to properties unable to connect before now. The revenue generated by the additional EDUs from those properties will not outweigh the cost to connect those properties but will have to consider the overall revenue picture, including tapping fees.
- Discussion regarding creation of a policy to address delinquent ratepayers. Discussions are ongoing with BCRA regarding pursuing delinquent ratepayers.

ADMINISTRATION: None

SEWER ENGINEER: No update

TOWNSHIP SOLICITOR:

- Discussion regarding liability clause in contracts. Board of Commissioners will have to determine whether there is an appetite to take on nominal risk in contract language in order to save cost.
- L. DeVito continues to work on agreement language for DCNR to transfer ownership of the sewer line between their Swiftwater property and the S.R. 611 right-of-way. DCNR has indicated they will turn the line over to the Township.

PUBLIC COMMENT:

- Ralph Gundrum, legal counsel for Kalahari, apologized if he missed the interconnection between Kalahari's requested updates and the updates to the Sewer Resolution. P. Briegel stated if the Commissioners are going to consider amendments, it would be best to do all amendments together. L. DeVito said it will help move the issue forward more quickly if the Township shared language of the draft Sewer Resolution with Kalahari and stated it would be appropriate to have Tobyhanna make the request for the Sewer Resolution as the Township's customer.

ADJOURNMENT:

R. Wielebinski made a motion, seconded by K. Meeker, to adjourn the meeting at 6:26 p.m. Roll call vote: J. Belvin, yes; E. Gndadt, yes; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, yes. Motion carried.



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

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

www.bjengineers.com

August 11, 2020

Patrick Briegel, Sewage Department Manager
Pocono Township
P.O. Box 197
Tannersville, PA 18372

**SUBJECT: VALVE STATION 2 SLEEVE REPLACEMENT
POCONO TOWNSHIP SEWAGE CONVEYANCE SYSTEM
PROJECT NO. 1631000**

Dear Mr. Briegel:

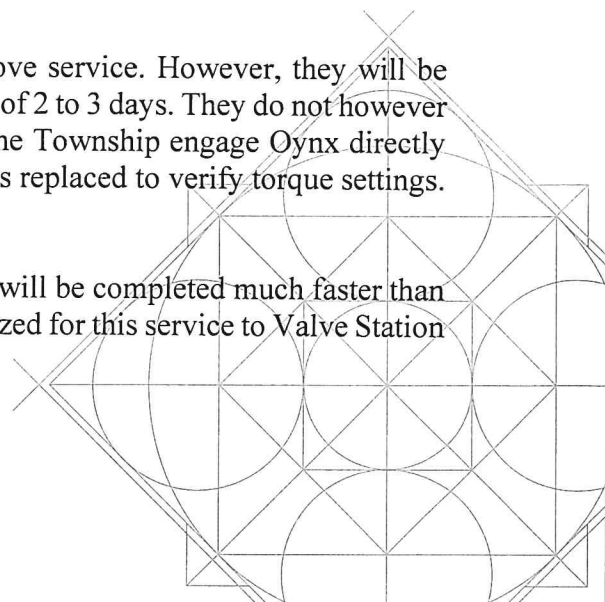
The pinch valves at Valve Stations 1 & 2 have been in operation for 2-1/2 years. The rubber sleeves in the valves do need periodic replacement over time. The projected life span of the valves was estimated to be between 2 and 10 years.

The Township purchased spare sleeves for the valves. At this time, the Township should replace and fully assess the sleeve set in one valve train, that being Train A at Valve Station 2. Further, the downslope plug valve on the train and the valve step on one actuator needs to be replaced. The supplier of the plug valve has provided the Township with a new replacement valve and the supplier of the actuator has provided the stem.

The Township received two quotes for the above services with different approaches. Milnes provided a quote for \$23,722.00 for the work. They plan on removing the pinch valves and sending back to the valve supplier to replace the sleeves. They have an estimated time to complete the work of 3 weeks. During this period, a complete valve train would be out of service. The quote is attached for your reference.

A.C. Schultes, Inc. provided a cost of \$14,224.00 for the above service. However, they will be performing the work on site with an estimated completion time of 2 to 3 days. They do not however include a representative from Oynx. We would suggest that the Township engage Oynx directly to come out during the activation of the valve after the sleeve is replaced to verify torque settings. We would estimate this service to be less than \$1,200.00.

Given that the work proposed by Schultes is lower in cost and will be completed much faster than that provided by Milnes we would recommend Schultes be utilized for this service to Valve Station 2.



Patrick Briegel, Sewage Department Manager

August 11, 2020

Page 2 of 2

We further recommend that the work start in September on a Tuesday with the system being placed back into service on a Thursday when the flows in the system are the lowest.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Gable", written in a cursive style.

Michael E. Gable, P.E.
Municipal Engineer

MEG/cg

Enclosures

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July 16, 2020

Pocono Township
Boucher & James, Inc.
2738 Rimrock Drive
Stroudsburg, PA 18360
Attn: Mike Gable

Re: Force Main Control Valve Maintenance

Dear Mike,

The Milnes Co., Inc. submits a lump sum price quote of \$23,722 for the necessary labor, material & equipment to remove & re-install two of the Onyx force main 12" control valves located at the Brodhead Creek WWTP in valve station #2.

The work scope also generally includes the replacement of the existing downstream 12" plug valve. Our thought process for the work is as follows:

- Isolate the valve train needing repair by closing the upstream & downstream plug valves in the pit.
- Disconnect the power/control wiring to both valves (by our sub Brennan Electric).
- Initiate the flow bypass around the valve train so it can be drained.
- Remove the control valves and have Onyx inspect them onsite to recommend any sleeve replacements needed. (Note that the one valve needs to have its valve stem replaced regardless).
- Load & transport valve/valves to Onyx shop for the valve stem replacement and any sleeve replacements. We have assumed using the spare sleeves in your inventory. Onyx will test the valve/valves at their shop before returning.
- Remove the existing plug valve and install the new plug valve. The new plug valve is assumed to be provided by others.
- Return the repaired valve/valves to the site and reinstall all components in the pit.
- Reconnect the power/control wiring (again by Brennan Electric).
- Test/start-up the system.

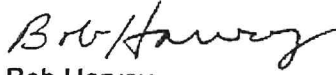
Onyx has advised that delivery of the new valve stem would take 3 weeks ARO. The turn-around time for the valve work in the shop is 3 to 4 working days. If Pocono Twp would want to use new sleeves instead or replace the used spares then Onyx quoted each at \$1,685 with delivery of 3 weeks ARO. Milnes estimates approx. 5 days of work onsite.

Normal work hours have been assumed. No prevailing wage rates. No bonding is included. No permit is included. Sales tax has been included. We have assumed that the pit crane system can be used for valve/fitting removal/reinstallation and the plant forklift can be used to

load and offload the valves being serviced by Onyx. MCO truck will transport the valves.

Please contact me at 570-836-2145 or rbharvey@milnescompanies.com with any questions.

Yours truly,



Bob Harvey
Project Manager
The Milnes Co.

Cc: Project File, Pat Briegel

Above accepted this ____ day of _____, 2020

By: _____



A.C. Schultes, Inc.

664 S. Evergreen Avenue
Woodbury Heights, NJ 08097
24 Hour Service
(856) 845-5656
Fax (856) 845-1335
gusiv@acschultes.com

May 13, 2020

Pocono Township
112 Township Drive
Tannersville, PA 18372

Attention: Patrick Briegel
Email: pbriegel@poconopa.gov
Phone: 570-629-1922 x 217

Reference: Pinch Valve Maintenance
ACS Quote #31305

Dear Sir:

As per your request and our onsite visit, A.C. Schultes, Inc. is pleased to provide pricing for the above referenced work. Below details our anticipated scope for this project:

A.C. Schultes, Inc. will mobilize to the job site with a (2) man crew and necessary rigging to access and remove the existing valves. Once removed from the vault, they are to be separated and disassembled for replacement of the rubber sleeve within the valve. All other parts are to be cleaned and inspected before reassembly. The valves are then to be reinstalled and tested for proper operation.

Additionally, while discussing the repair with Onyx Valve Company personnel, it was suggested that a valve stem that was previously repaired, be replaced at this time. As an option, the additional parts and labor are detailed below:

Total project cost:	\$8,892.00
Additional cost to replace valve stem	\$582.00

Our terms of payment are net upon presentation. An interest charge of 1.5% per month will be assessed to all unpaid balances in excess of thirty days past due.

The pricing listed above is valid for 30-days from the date of this quote.

Pinch Valve Maintenance
ACS Quote #31305
Page 2

Please be advised that the above costs do not include the following:

- Any isolation or bypass of the valves to be repaired.
- Any electrical modifications.
- Any actuator repair.
- Any site restoration.
- Any painting.
- Any additional work other than noted above.
- Any applicable sales tax.

If you choose to utilize A.C. Schultes for this project, please acknowledge your acceptance of this proposal by signing in the space provided below.

Thank you for the opportunity to quote on this work. Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

A.C. SCHULTES, INC.

Eric N. Fox

Eric N. Fox
Technical Sales Representative

Date: _____ Purchase Order Number: _____

Signature: _____

AR/ck
J:\SALES\SALES\Terr3-Eric\Quotes 2020\acs#31305



A.C. Schultes, Inc.

664 S. Evergreen Avenue
Woodbury Heights, NJ 08097
24 Hour Service
(856) 845-5656
Fax (856) 845-1335
gusiv@acschultes.com

June 3, 2020

Pocono Township
112 Township Drive
Tannersville, PA 18372

Attention: Patrick Briegel
Email: pbriegel@poconopa.gov
cc: mgable@bjengineers.com
Reference: Plug Valve Replacement
ACS Quote #31348

Dear Sir:

As per our onsite visit and per your request, A.C. Schultes, Inc. is pleased to provide pricing for the above referenced work. Below details our anticipated scope for this project:

A.C. Schultes, Inc. will furnish a (2) man crew to access and remove the existing plug valve. The existing foundation will then be prepped for installation of an identical plug valve furnished by Pocono Township personnel. It is anticipated that the existing foundation will only require that its surface be cleaned, and 1-2" of grout be added to supply and install the new valve. Nuts, bolts, gaskets, and grout are required for installation will be furnished by A.C. Schultes. Following reinstallation the valve will be tested for any leaks.

Total project cost:\$4,750.00

Our terms of payment are net upon presentation. An interest charge of 1.5% per month will be assessed to all unpaid balances in excess of thirty days past due.

The pricing listed above is valid for 30-days from the date of this quote.

Please be advised that the above costs do not include the following:

- Any materials. (Labor only)
- Any isolation. Valves are to be operated by Pocono Township personnel.
- Any other discharge piping modifications.
- Any painting.
- Any site restoration i.e., seeding, painting, etc.
- Any additional work other than noted above.

Plug Valve Replacement
ACS Quote #31348
Page 2

If you choose to utilize A.C. Schultes for this project, please acknowledge your acceptance of this proposal by signing in the space provided below.

Thank you for the opportunity to quote on this work. Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

A.C. SCHULTES, INC.

Eric N. Fox

Eric N. Fox
Technical Sales Representative

Date: _____ Purchase Order Number: _____

Signature: _____

AR/ck
J:\SALES\SALES\Terr3-Eric\Quotes 2020\acs#31348

ASSIGNMENT OF SEWER LINE AGREEMENT

This Assignment of Sewer Line Agreement ("Assignment") is made this ____ day of _____, 20__, by and between the **COMMONWEALTH OF PENNSYLVANIA, acting by and through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**, with a mailing address at 400 Market Street, Harrisburg, Pennsylvania 17105 (the "Assignor"), and the **POCONO TOWNSHIP**, Monroe County, Pennsylvania, with a mailing address at 112 Township Drive, Tannersville, Pennsylvania 18372 (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor has the rights, title, interests, and obligations to a sewer line in Pocono Township, Monroe County, Pennsylvania situated within a Pennsylvania Department of Transportation ("PennDOT") right-of-way where it connects into the Assignee's municipal sewer system, as more fully set forth below (hereinafter "the sewer line");

WHEREAS, the Assignee, is a political subdivision of the Commonwealth of Pennsylvania governed by the First Class Township Code, and maintains a municipal sewer system;

WHEREAS, the Assignor intends to assign all of its rights, title, interests, and obligations in the sewer line within the PennDOT right-of-way to the Assignee and the Assignee intends, by its acceptance of this Assignment, to accept said assignment;

WHEREAS, the Assignor is authorized pursuant to Section 302(a)(4) of the Conservation and Natural Resources Act, Act 18 of June 28, 1995, P.L. 89, No. 18, 71 P.S. §§ 1340.101 *et seq.* ("CNRA"), 71 P.S. § 1340.302(a)(4) to administer the forest districts;

WHEREAS, the Assignor is authorized pursuant to Section 318 of the CNRA, 71 P.S. § 1340.318 to enter into contracts and agreements with municipalities and municipal authorities to exercise the powers and duties of the CNRA;

WHEREAS, the Assignor will retain ownership of the portion of the sewer line on Assignor's property, and all sewer facilities located on the Assignor's property.

NOW THEREFORE, in consideration of the covenants and agreements herein set forth and for other good and valuable consideration, including the foregoing recitals, the Assignor

hereby assigns all of its rights, title, interests, and obligations in the sewer line within the PennDOT right-of-way to the Assignee, and the Assignee accepts the assignment upon the terms and subject to the conditions which are hereinafter set forth.

1. Incorporation of Recitals. The recitals above are hereby incorporated herein by reference.

2. Assignment and Assumption. The Assignor hereby assigns and transfers to the Assignee, its successors and assigns, all rights, title, and interests of the Assignor in the sewer line located within the PennDOT right-of-way for Pennsylvania State Route 611 in Pocono Township, Monroe County, Pennsylvania, from the point where said sewer line exits Assignor's property, known as Forest District 19, as more fully set forth in Exhibit A, attached hereto and incorporated herein, and the Assignee hereby assumes the assignment, subject to the terms and conditions set forth herein.

3. Permitting. The Assignee shall be responsible for obtaining any permitting, licensing, or any other approvals necessary for the sewer line, including, but not limited to, a PennDOT highway occupancy permit. The Assignor agrees to reasonably assist the Assignee if any such permits, licenses, or approvals need to be transferred from the Assignor.

4. Costs and Maintenance. The Assignee agrees that it shall not pass on or otherwise charge any costs associated with maintaining, replacing, and operating the sewer line to the Assignor other than those costs charged as part of normal sewer user fees charged to all users of the sewer system. The Assignee agrees that it shall be exclusively responsible for all maintenance, upkeep, and if necessary replacement of the sewer line at Assignee's sole expense, and that Assignee shall maintain the sewer line in good working condition at all times.

5. Warranty. The Assignee explicitly accepts the sewer line as is without warranty. The Assignor does not warranty title to the sewer line or any right to the lands in which the sewer line is situated.

6. Indemnification. The Assignee explicitly indemnifies the Assignor of any all claims that Assignee or any third-party might have now or in the future related to the sewer line.

7. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

8. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Assignment.

9. Counterparts. This Assignment may be executed using multiple signature and acknowledgment pages.

10. Severability/Rules of Construction. If any provision of this Assignment shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Assignment. Accordingly, if any ambiguity or question of intent or interpretation arises after the effective date, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Assignment.

11. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

12. Prior Agreements Superseded. This Assignment contains the whole agreement between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

13. Effective Date. This Assignment will become effective when all parties have signed it.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written, intending to be legally bound.

ATTEST:

ASSIGNOR:

COMMONWEALTH OF PENNSYLVANIA
acting by and through the DEPARTMENT OF
CONSERVATION AND NATURAL
RESOURCES

By: _____

By: _____

Title: _____

Date: _____

ATTEST:

ASSIGNEE:

POCONO TOWNSHIP, MONROE COUNTY,
PENNSYLVANIA

By: _____

By: _____

Title: _____

Date: _____

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF _____:

And Now this _____ day of _____, 20____, before me a Notary Public, the undersigned officer, personally appeared _____ who acknowledged _____self to be the _____ of **the Pennsylvania Department of Conservation and Natural Resources, acting for the Commonwealth of Pennsylvania**, and that ___he as such official, being authorized to do so, executed the foregoing instrument by signing the name of the Pennsylvania Department of Conservation and Natural Resources by _____self as such official, for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF _____ :

And Now this _____ day of _____, 20____, before me a Notary Public, the undersigned officer, personally appeared _____ who acknowledged _____self to be the _____ of **Pocono Township**, Monroe County, Pennsylvania, and that _____he as such officer, being authorized to do so, executed the foregoing instrument by signing the name of the township by _____self as such officer, for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

Approved as to Legality and Form:

Chief Counsel
Department of Conservation & Natural Resources

Office of Attorney General

