



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

November 16, 2020 7:00 p.m.

**TELECONFERENCE DIAL-IN #: 978-990-5000  
ACCESS CODE: 358952**

**Open Meeting**

**Pledge of Allegiance**

**Roll Call**

**Public Comments**

*We ask that any resident making public comment, including those who may have dialed in by phone, please identify yourselves, provide your street address and state the spelling of your name when addressing the Commissioners.*

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

**Announcements**

- Mountain View Park is now closed for the winter season. Thank you to all our residents who continue to frequent our park and to our committed staff
- If you have not already, we would encourage you to sign up for the Township newsletter at [www.poconopa.gov](http://www.poconopa.gov), follow our Facebook page for frequent community updates and subscribe to our township-wide Savvy Citizen notification system at [www.savvycitizenapp.com](http://www.savvycitizenapp.com).

**Presentations**

- FY 2021 Township Budget & Budget Narrative Presentation – Taylor Muñoz, Township Manager

**Resolutions**

- Resolution 2020-23 – Motion to adopt Resolution 2020-23 granting an additional 24-month extension of time to satisfy conditions of the plan approval of the Trap Enterprises Desaki Hotel Final Land Development Plan. Trap Enterprises, LLC shall have a period of 24 months from February 3, 2022 to satisfy the conditions of final plan approval and record the Plan. **(Action Item)**
- Resolution 2020-24 – Motion to adopt Resolution 2020-24 granting an extension of time to satisfy conditions of the plan approval of the Trap Enterprises Route 611 Final Land Development Plan. Abraham and Trapasso Enterprises, LLC, successor-in-interest to Trap Enterprises, LLC, shall have a period of twenty-four (24) months from August 3, 2021 to satisfy the conditions final plan approval and record the Plan. **(Action Item)**

- Resolution 2020-25 – Motion to adopt Resolution 2020-25 approving the withdrawal of Hamilton Township from the Hamilton-Jackson-Pocono Park and Recreation Commission, approving and accepting a deed conveying all of Hamilton Township's right, title and interest in the jointly-owned Park property to Pocono and Jackson Townships, acknowledging and agreeing that Pocono and Jackson Townships will continue to jointly maintain the Park property, and committing to enter into a new Intergovernmental Cooperation Agreement between Pocono and Jackson Townships for the future maintenance and operation of the Park property for public recreation and open space purposes. **(Action Item)**

### **OLD BUSINESS**

- Motion to approve the minutes of the November 2, 2020 regular meeting of the Board of Commissioners. **(Action Item)**

### **NEW BUSINESS**

#### **1. Personnel**

#### **2. Financial Transactions**

- a. Motion to ratify vouchers payable received through November 12, 2020 in the amount of \$96,738.90. **(Action Item)**
- b. Ratify gross payroll for pay period ending November 1, 2020 in the amount of \$95,755.55. **(Action Item)**
- c. Motion to approve vouchers payable received through November 12, 2020 in the amount of \$133,384.52. **(Action Item)**
- d. Motion to approve sewer operating fund expenditures through November 12, 2020 in the amount of \$101,492.20. **(Action Item)**
- e. Motion to approve capital fund expenditures through November 12, 2020 in the amount of \$23,828.16. **(Action Item)**

#### **3. Travel/Training Authorizations**

### **Report of the President**

Richard Wielebinski

- Motion to engage Zelenkofske Axelrod LLC to audit the financial statements of Pocono Township as of and for the year ended December 31, 2020 and to authorize the Township Manager to sign the engagement letter on behalf of the Township. **(Action Item)**
- Discussion regarding enforcement actions against 17 Summit Avenue and potential structural hazards **(Possible Action Item)**

### **Commissioner Comments**

Jerrod Belvin – Vice President

- Emergency Management Update
- Tropical Storm Isaias Update
- FEMA Flood Mitigation grant application
- MCTI Walkthrough
- Traffic Light Update

Ellen Gnandt – Commissioner

Jerry Lastowski – Commissioner

- Repurposing of Pocono Township's two electronic message signs (**Potential Action Item**)

Keith Meeker – Commissioner

### Reports

#### **Zoning**

#### **Emergency Services**

- Police
- EMS
- Fire

#### **Public Works Report**

- Current and remaining Public Works projects for 2020
- Robin Lane Drainage Project
- Update – Park Lane Culvert Replacement – Dirt and Gravel Grant
- Update – Well Work at MVP

#### **Administration – Manager's Report**

- Update – Pending grant applications – LSA, Multimodal & Recreation Grant Applications
- Wine Press Inn – Interest in Township-owned property
- Update – Regional HSPS Comprehensive Plan – Wednesday, December 16 at 6:00 p.m.

#### **Township Engineer Report**

- St. Paul's Lutheran Drainage Basin
- Archer Lane Drainage Issues
- Update – Righthand turn lanes from Rt. 611 onto Rimrock Road and Bartonsville Avenue

#### **Township Solicitor Report**

- Discussion regarding amendment to the HJP Park cooperation agreement
- Update – Kelly Family Trust
- Update – Ryan Possinger Appeal Zoning Hearing – November 24, 2020

### 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.*

#### **Adjournment**

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

**RESOLUTION NO. 2020-23**

**A RESOLUTION GRANTING AN EXTENSION OF TIME TO SATISFY  
CONDITIONS OF THE PLAN APPROVAL OF THE TRAP ENTERPRISES  
DESAKI HOTEL FINAL LAND DEVELOPMENT PLAN**

**WHEREAS**, the applicant, Trap Enterprises, LLC, submitted a final land development plan application for a plan titled "Trap Enterprises Desaki Hotel Project" (the "Plan"). The Plan proposes the subdivision of an existing 5.44 acre tract, located in the C Commercial Zoning District. The applicant is proposing to construct a five (5) story, 100 room hotel. The proposed building will have a 10,125 square foot footprint with a total area of 50,625 square feet. The property is located on the west side of Route 611, approximately 1,000 feet (0.2 miles) south of the intersection with Discovery Drive, identified as Monroe County Tax Parcel I.D. 12/11/1/8-3, PIN Number 112-6364-04-74-8985; and

**WHEREAS**, on July 7, 2014, the Pocono Township Board of Commissioners enacted Resolution No. 2014-29 which granted conditional final plan approval of the Plan; and

**WHEREAS**, Resolution No. 2014-29 required that the applicant meet all conditions of the final plan approval and record the Plan within twelve (12) months of the Conditional Final Plan approval, and if such conditions were not met, the Conditional Final Plan approval would be considered void; and

**WHEREAS**, the applicant was unable to satisfy the conditions of final plan approval and record the Plan within twelve (12) months of the Conditional Final Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2014-29;

**WHEREAS**, by Resolution No. 2018-45, the Board of Commissioners granted Trap Enterprises LLC an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2014-29; and

**WHEREAS**, by Resolution No. 2020-02, the Board of Commissioners granted Trap Enterprises, LLC, an extension of twenty-four (24) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2014-29; and

**WHEREAS**, the applicant is unable to satisfy the conditions of preliminary/final plan approval and record the Plan within the additional twenty-four (24) month extension granted by the Board of Commissioners and hereby seeks an additional extension of time to satisfy the conditions of approval.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, Trap Enterprises, LLC, shall have a period of twenty-four (24) months from February 3, 2022 to satisfy

the conditions of final plan approval and record the Plan as set forth in Resolution No. 2014-29.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

**TOWNSHIP OF POCONO  
MONROE COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-24**

**A RESOLUTION GRANTING AN EXTENSION OF TIME TO SATISFY  
CONDITIONS OF THE PLAN APPROVAL OF THE TRAP ENTERPRISES  
ROUTE 611 FINAL LAND DEVELOPMENT PLAN**

**WHEREAS**, the applicant, Trap Enterprises, LLC, submitted a final land development plan application for a plan titled “Trap Enterprises Rt. 611 Project” (the “Plan”). The Plan proposes the subdivision of an existing 10.39 acre tract, located in the C Commercial Zoning District, into three (3) lots. The applicant is proposing development on only two of the lots. Lot 1 has an area of 5.90 acres and will be developed with a three (3) story, 36,000 square foot professional office building and associated parking lot. A daycare center is proposed to be located on the first floor of the building. Lot 2 has an area of 1.71 acres and will be developed with a ten (10) pump fueling station that will include a one (1) story, 5,400 square foot building to be utilized as a convenience store, with an associated parking lot and fueling islands. No development is proposed on Lot 3, which has an area of 1.93 acres. The property is located on the west side of Route 611 and immediately across from Discovery Drive, identified as Monroe County Tax Parcel I.D. 12/11/17, PIN Number 112-6364-00-76-9007; and

**WHEREAS**, on July 7, 2014, the Pocono Township Board of Commissioners enacted Resolution No. 2014-30 which granted conditional final plan approval of the Plan; and

**WHEREAS**, Resolution No. 2014-30 required that the applicant meet all conditions of the final plan approval and record the Plan within twelve (12) months of the Conditional Final Plan approval, and if such conditions were not met, the Conditional Final Plan approval would be considered void; and

**WHEREAS**, the applicant was unable to satisfy the conditions of final plan approval and record the Plan within twelve (12) months of the Conditional Final Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2014-30; and

**WHEREAS**, by Resolution No. 2018-46, the Board of Commissioners granted Trap Enterprises LLC an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2014-30; and

**WHEREAS**, by Resolution No. 2020-01, the Board of Commissioners granted Abraham and Trapasso Enterprises, LLC, successor-in-interest to Trap Enterprises, LLC, an extension of eighteen (18) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2014-30; and

**WHEREAS**, the applicant is unable to satisfy the conditions of preliminary/final plan approval and record the Plan within the additional eighteen (18) month extension granted by the Board of

Commissioners and hereby seeks an additional extension of time to satisfy the conditions of approval.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, Abraham and Trapasso Enterprises, LLC, successor-in-interest to Trap Enterprises, LLC, shall have a period of twenty-four (24) months from August 3, 2021 to satisfy the conditions final plan approval and record the Plan as set forth in Resolution No. 2014-30.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-25**

**A RESOLUTION APPROVING THE WITHDRAWAL OF HAMILTON TOWNSHIP FROM THE HAMILTON-JACKSON-POCONO PARK AND RECREATION COMMISSION, APPROVING AND ACCEPTING A DEED CONVEYING ALL OF HAMILTON TOWNSHIP'S RIGHT, TITLE AND INTEREST IN THE JOINTLY-OWNED PARK PROPERTY TO POCONO AND JACKSON TOWNSHIPS, ACKNOWLEDGING AND AGREEING THAT POCONO AND JACKSON TOWNSHIPS WILL CONTINUE TO JOINTLY MAINTAIN THE PARK PROPERTY, AND COMMITTING TO ENTER INTO A NEW INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN POCONO AND JACKSON TOWNSHIPS FOR THE FUTURE MAINTENANCE AND OPERATION OF THE PARK PROPERTY FOR PUBLIC RECREATION AND OPEN SPACE PURPOSES.**

**WHEREAS**, by virtue of a deed dated March 1, 2007 and recorded June 7, 2007 in the Office for the Recording of Deeds, in and for the County of Monroe, at Stroudsburg, Pennsylvania, in Record Book 2307, Page 5005, the Townships of Hamilton, Jackson and Pocono (the "HJP Townships") jointly own a 145.90 acre parcel of real property situate in Jackson and Pocono Townships bearing Monroe County Tax Parcel Number 08.1.1.48 and PIN 08-6371-00-64-6348 (the "HJP Park Property"); and

**WHEREAS**, the HJP Townships acquired the HJP Park Property, in part, with funds contributed or donated by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Keystone Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50, 32 P.S. §§2011 - 2024 ("the Keystone Act");

**WHEREAS**, as a condition of using the Keystone Act funds toward the acquisition of the HJP Park Property, the Department required that certain deed restrictions be imposed upon the property, including the requirements that the property be used, in perpetuity, for public recreation and open space purposes and that the Department must grant its written approval prior to any future transfer of ownership, control or interest in the property;

**WHEREAS**, in order to coordinate their efforts to maintain, develop and use the HJP Park Property for recreation and open space purposes, the HJP Townships entered into an Intergovernmental Cooperation Agreement, which, in part, established the HJP Park and Recreation Commission (the "HJP Commission");

**WHEREAS**, although the HJP Townships performed some joint development at the HJP Park Property and operated some public recreation programs, Pocono Township withdrew from the HJP Commission;

**WHEREAS**, subsequently, Hamilton Township also withdrew from the HJP Commission;

**WHEREAS**, Hamilton Township desires to convey its ownership interest in and to the HJP Park Property to Jackson and Pocono Townships and to cease all involvement in the ownership, maintenance and operation of the HJP Park Property;

**WHEREAS**, as a condition of Hamilton Township's withdrawal from the HJP Commission and its conveyance of its ownership interest in the HJP Park Property, the Department requires Jackson and Pocono Townships to acknowledge that they will continue to cooperate in

the maintenance of the HJP Park Property and will work toward a new intergovernmental agreement to ensure the perpetual maintenance and use of the property for public recreation and open space purposes;

**WHEREAS**, the Board of Commissioners of Pocono Township (the "Board") has determined that it is in the best interest of the residents of Pocono Township to approve Hamilton Township's withdrawal from the HJP Commission and to accept a deed from Hamilton Township conveying its ownership interest in the HJP Park Property to Jackson and Pocono Townships.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board, as follows:

**SECTION 1.** The Board expresses its finding that the background recited above is accurate and it is in the best interest of the residents of this Township to adopt this Resolution.

**SECTION 2.** The Board hereby accepts and approves Hamilton Township's withdrawal from the HJP Commission.

**SECTION 3.** The Board hereby approves, accepts delivery of, and authorizes the recording of a deed conveying Hamilton Township's right, title and interest in the HJP Park Property to Jackson and Pocono Townships. A true and correct copy of the proposed deed is attached as Exhibit 1 and incorporated by reference.

**SECTION 4.** The Board acknowledges and agrees that, following Hamilton Township's withdrawal from the HJP Commission and conveyance of the HJP Park Property,

Jackson and Pocono Townships will jointly own the HJP Park Property and will continue to jointly maintain that property.

**SECTION 5.** The Board resolves to work with the Board of Supervisors of Jackson Township on a new intergovernmental cooperation agreement to ensure that the HJP Park Property is used, in perpetuity, for public recreation and open space purposes.

**SECTION 6.** In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

**SECTION 7.** All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

**SECTION 8.** This Resolution shall be effective immediately.

**DULY ADOPTED**, by the Board of Commissioners of Pocono Township, in Monroe County, Pennsylvania, in lawful session duly assembled, this 16<sup>th</sup> day of November, 2020.

**BOARD OF COMMISSIONERS OF  
POCONO TOWNSHIP**

ATTEST:

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Richard Wielebinski

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Secretary

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Jerrod Belvin

(TOWNSHIP SEAL)

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Gerald Lastowski

---

Ellen Gnandt

---

Keith Meeker

## *Matergia and Dunn*

*Attorneys at Law  
919 Main Street  
Stroudsburg, PA 18360*

*Ralph Anthony Matergia  
John B. Dunn*

*Telephone (570) 421-7720  
Fax (570) 421-8945  
email: lawyers@matergiadunn.com*

March 20, 2020

Todd W. Weitzmann, Esq.  
Weitzmann & Weitzmann, LLC  
624 Sarah St,  
Stroudsburg, PA 18360

Leo DeVito  
Broughal & DeVito, LLP  
38 West Market Street  
Bethlehem, PA 18018

Re: Hamilton Township – HJP Property  
Our File No. 92-101

Gentlemen:

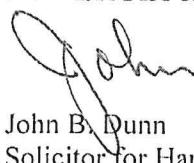
As you both know, Hamilton Township is no longer involved in the HJP Park and Open Space Commission and no longer participates in an intergovernmental cooperation agreement for the same.

Hamilton has instructed me to convey its interest in the real estate to both Jackson and Pocono Townships.

Enclosed you will find a proposed Deed that I ask for you to review and confirm that it appears to be in order. When I receive that confirmation, I will cause the Deed to be executed, recorded and a copy provided to each of you.

Sincerely,

**MATERGIA & DUNN**



John B. Dunn  
Solicitor for Hamilton Township Supervisors

JBD:mr  
Encl.  
cc: Hamilton Township Supervisors

Prepared by and return to:  
John B. Dunn, Esq.  
Matergia and Dunn  
919 Main Street  
Stroudsburg, PA 18360

Monroe County Tax Code No. 8/1/1/48

**THIS INDENTURE**, Made the \_\_\_\_ day of \_\_\_\_\_, in the year  
of our Lord, two thousand twenty (2020)

Between: **HAMILTON TOWNSHIP**, a Pennsylvania municipal corporation, with  
an address of P.O. Box 285, Sciota, Pennsylvania 18354 hereinafter  
called GRANTOR

And

**JACKSON TOWNSHIP**, a Pennsylvania municipal corporation, with  
an office situate at Jackson Township Municipal Building, Route 715,  
Reeders, Pennsylvania 18352 and **POCONO TOWNSHIP**, a  
Pennsylvania municipal corporation with an address of P.O. Box 197,  
Tannersville, Pennsylvania 18372, hereinafter call Grantees.

**Witnesseth:** That the GRANTOR for an in consideration of the sum of One Dollar  
lawful money of the United States of America, unto it well and truly paid by the said  
GRANTEEES at and before the sealing and delivery of these presents, the receipt  
whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed,  
released and confirmed, and by these presents does grant, bargain, sell, alien,  
enfeoff, release and confirm unto the said GRANTEEES, its successors and assigns,

ALL THAT CERTAIN parcel of land situate in the Townships of Jackson and  
Pocono, County of Monroe and Commonwealth of Pennsylvania, shown as Lot 1  
on a map titled "Minor Subdivision of Lands of The Golden Slipper Square Club  
Camp", dated August 28, 2003 as prepared by Frank J. Smith, Jr., Inc., Professional  
Land Surveyors of Marshalls Creek, Pa., and recorded in the Office for the Recorder

of Deeds, etc., in and for the County of Monroe, at Stroudsburg, Pennsylvania, in Plot Book 75 Page 177, bounded and described as follows, to wit:

BEGINNING at a set iron pin in a found pile of stones, said corner being the most easterly corner of lands of Lloyd D. and Vera E. Worthington (Deed Book Vol. 586 page 128); thence by lands now or formerly of said Lloyd D. and Vera E. Worthington and in Golden Slipper Road (S.R. 3028), North 14 degrees 04 minutes 27 seconds West 57.26 feet to a point; thence in and along said Golden Slipper Road, South 83 degrees 56 minutes 17 seconds East 15.45 feet to a point; thence 3) in and along the same, South 79 degrees 16 minutes 37 seconds East 523.00 feet to a point; thence 4) in and along the same, South 84 degrees 57 minutes 37 seconds East 555.00 feet to a point; thence 5) in and along the same, North 78 degrees 47 minutes 22 seconds East 384.38 feet to a point; thence 6) in and along the same, North 54 degrees 06 minutes 34 seconds East 712.00 feet to a point; thence 7) by lands of Barton Glen Club, Inc. (Deed Book Vol. 1777, page 1163), South 68 degrees 25 minutes 26 seconds East (at 80.00 feet passing a set pin) 843.00 feet to a found stone corner; thence 8) by lands now or formerly of Fred A. Stout, Sr. (Deed Book Vol. 2093 page 3334) and by lands now or formerly of Frederick F. and Vera K. Walters (Deed Book Vol. 1840 page 1329), South 64 degrees 33 minutes 26 seconds East 474.14 feet to a found iron pipe; thence 9) by Barton Glen Section 4 (Plot Book 12 page 67), South 56 degrees 56 minutes 32 seconds West 1921.10 feet to a set iron pin; thence 10) by the same, South 39 degrees 35 minutes 31 seconds East 1383.17 feet to a found stone corner; thence 11) by lands now or formerly of Jeffrey R. and Karen B. Widmer (Deed Book Vol. 1466 page 240), South 56 degrees 36 minutes 39 seconds West 572.65 feet to a set iron pin; thence 12) in and along Kroucher Road (T-475), South 55 degrees 12 minutes 56 seconds West 178.33 feet to a point; thence 13) by lands now or formerly of Robert W. and Tracy Hatton (Deed Book 2073 page 4889), North 42 degrees 11 minutes 53 seconds West (at 15.74 feet passing a set iron pin) 512.50 feet to a found stone corner; thence 14) by lands of said Robert W. and Tracy Hatton, lands now or formerly of Charles and Barbara Sweeney (Deed Book Vol. 2043 page 6310), lands now or formerly of George Minga (Deed Book Vol. 2068 page 5033), lands now or formerly of George Shepherd (Deed Book Vol. 261 page 307), South 53 degrees 28 minutes 07 seconds West 793.13 feet to a found pipe in stones; thence 15) by lands now or formerly of Edward and Maryann Kenderdine (Deed Book Vol. 1796 page 241 and Deed Book Vol. 1674 page 649), North 39 degrees 14 minutes 16 seconds West 919.46 feet to a found stone corner; thence 16) by lands now or formerly of Larry and Judith Ann Parry (Deed Book Vol. 1821 page 547), North 38 degrees 24 minutes 52 seconds 1779.88 feet to a found stone corner; thence 17) by lands now or formerly of Robert

and Arlyne Dieterich (Deed Book Vol. 2125 page 5132), lands now or formerly of Motaz Ismail (Deed Book Vol. 2029 page 2020), and lands now or formerly of Lloyd D. and Vera E. Worthington (Deed Book Vol. 586 page 128), North 51 degrees 38 minutes 33 seconds East 1035.30 feet to the place of BEGINNING.

BEING THE SAME PREMISES which Jackson Township by its Deed dated March 1, 2007, and recorded on June 7, 2007, in the Office for the Recording of Deeds, &c., in and for the County of Monroe, at Stroudsburg, Pennsylvania, in Record Book Volume 2307, Page 5005, granted and conveyed unto Hamilton Township, Jackson Township, and Pocono Township, Grantors hereof, in fee.

UNDER AND SUBJECT to the reservation which appears in the chain of title in the aforesaid Recorder's Office in Deed Book Volume 30, Page 599 and Deed Book Volume 31, Page 275.

ALSO, UNDER AND SUBJECT to the condition that the premises (other than any existing improvements) conveyed herein are to be accessible to all Monroe County residents and the premises shall only be utilized, in perpetuity, for recreation and open space. The premises are also conveyed UNDER AND SUBJECT to the conditions stated in a certain Grant Agreement between the County of Monroe and Jackson Township dated October 1, 2003.

This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") through the Keystone Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("the Keystone Act"). This property is restricted solely to the uses permitted by the Keystone Act. No change of use, and no transfer of ownership, control, or interest in this property may occur without the written consent of the Department. This restriction has the effect of a covenant running with the land and is otherwise binding upon the Grantee and its successors or assigns.

NOTE: This is a transaction in which all parties are excluded parties under § 91.192(a) and is therefore exempt from transfer tax pursuant to § 91.193(a) of the Pennsylvania Realty Transfer Tax Act and Regulations.

TOGETHER with all and singular the improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and

demand whatsoever, of the said GRANTOR, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

TO HAVE AND TO HOLD the said lot or piece of land above described, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said GRANTEEES, its successors and assigns, to and for the only proper use and behoof of the said GRANTEEES, its successors and assigns, forever. UNDER AND SUBJECT as aforesaid.

AND the said GRANTOR, for itself and its successors, does by these presents, covenant, grant and agree, to and with the said GRANTEEES, its successors and assigns, that it, the said GRANTOR and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said GRANTEEES, its successors and assigns, against it the said GRANTOR and its successors, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will UNDER AND SUBJECT as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed and its common or corporate seal hereto affixed.

HAMILTON TOWNSHIP BOARD OF SUPERVISORS

---

Lawrence H. Buzzard, Chairman

---

Donald E. Leap, Sr., Supervisor

---

David B Fenner, Supervisor

COMMONWEALTH OF PENNSYLVANIA }  
| } SS.  
COUNTY OF MONROE }  
| }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for the said County and State, personally appeared **Lawrence H. Buzzard, Donald E. Leap, Sr. and David B. Fenner** who acknowledged themselves to be the Supervisors of Hamilton Township, a Pennsylvania Second Class Township, and that they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in their capacity as Supervisors.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal.

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## Notary Public

The address of the within-named Grantees is:

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## On behalf of the Grantees

w:\ram92\92-101-d\hjp park deed to jackson and pocono.docx



(EX) MOD 06-19 (FL)

**REV-183**BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

1830019105

**RECORDER'S USE ONLY**

State Tax Paid:

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Instrument Number: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

**SECTION I****TRANSFER DATA**

Date of Acceptance of Document				
Grantor(s)/Lessor(s) Hamilton Township		Telephone Number (570) 992-7020	Grantee(s)/Lessee(s) Townships of Jackson and Pocono	Telephone Number
Mailing Address PO Box 285			Mailing Address Rte. 715, Reeders, PA 18352; PO Box 197, Tannersville,	
City Sciota	State PA	ZIP Code 18354	City	State PA ZIP Code 18372

**SECTION II****REAL ESTATE LOCATION**

Street Address 1186 Bartonsville Woods Road		City, Township, Borough Jackson
County Monroe	School District Pocono Mountain	Tax Parcel Number 08/1/1/48

**SECTION III****VALUATION DATA**

Was transaction part of an assignment or relocation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 255,160.00	5. Common Level Ratio Factor x 1.0	6. Computed Value = 255,160.00

SECTION IV <b>EXEMPTION DATA</b> - Refer to Instructions for exemption status		
1a. Amount of Exemption Claimed \$ 255,160.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %

## 2. Fill in the Appropriate Oval Below for Exemption Claimed.

<input type="checkbox"/> Will or intestate succession.	(Name of Decedent)	(Estate File Number)
<input type="checkbox"/> Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)		
<input type="checkbox"/> Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)		
<input type="checkbox"/> Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)		
<input type="checkbox"/> Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)		
<input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)		
<input type="checkbox"/> Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)		
<input type="checkbox"/> Statutory corporate consolidation, merger or division. (Attach copy of articles.)		
<input checked="" type="checkbox"/> Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)		

All parties are exempt under Section 91.192(a) and therefore the transfer is exempt from tax pursuant to Section 91.193(a).

<b>SECTION V</b> <b>CORRESPONDENT INFORMATION</b> - All inquiries may be directed to the following person		
Name John B. Dunn, Esq.	Telephone Number (570) 421-7720	
Mailing Address 919 Main Street	City Stroudsburg	State PA ZIP Code 18360

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
November 2, 2020 7:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on November 2, 2020 at the Pocono Township Municipal Building and opened by President Rich Wielebinski at 7:00 p.m. followed by the Pledge of Allegiance.

**Roll Call:** Jerrod Belvin, present; Ellen Gnandt, present; Jerry Lastowski, present; Keith Meeker, present; and Rich Wielebinski, present.

**In Attendance:** L. DeVito, Township Solicitor, Broughal & DeVito; Jon Tresslar, Township Engineer, Boucher & James, Inc.; and Taylor Muñoz, Township Manager.

**Public Comment** – No public comment.

**Announcements**

- Mountain View Park is now closed for the winter season. Thank you to all our residents who continue to frequent our park and to our committed staff.
- The Board of Commissioners will convene a work session on Wednesday, November 4, 2020 at 6:00 p.m. to discuss the FY 2021 Township Budget.
- If you have not already, we would encourage you to sign up for the Township newsletter at [www.poconopa.gov](http://www.poconopa.gov), follow our Facebook page for frequent community updates and subscribe to our township-wide Savvy Citizen notification system at [www.savvycitizenapp.com](http://www.savvycitizenapp.com).

**Hearings**

- Ordinance 2020-08 – Motion to adopt Ordinance 2020-08 amending the Pocono Township Code of Ordinances Chapter 200, Fireworks to require all facilities selling Consumer Fireworks to post, in a prominent location, a placard, provided by the Township, advising customers of those dates when fireworks are permitted to be discharged within the Township.

R. Wielebinski made a motion, seconded by J. Lastowski, to open a public hearing on Ordinance 2020-08. All in favor. Motion carried.

L. DeVito explained the hearing is for an amendment to the current Pocono Township Fireworks Ordinance and requires sellers of consumer fireworks located within Pocono Township to place a placard advising customers of dates when fireworks may be displayed or discharged in the Township and provides a warning letter and penalties for sales establishments that do not comply.

E. Gnandt stated she is concerned this would penalize the store owner and R. Wielebinski indicated it is a way to let consumers know the Township rules. L. DeVito clarified that sales establishments are not being penalized for discharge of fireworks but would be penalized for refusal or failure to display the sign.

R. Wielebinski made a motion, seconded by K. Meeker, to close the public hearing on Ordinance 2020-08. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to adopt Ordinance 2020-08 amending the Pocono Township Code of Ordinances Chapter 200, Fireworks to require all facilities selling Consumer Fireworks to post, in a prominent location, a placard, provided by the Township, advising customers of those dates when fireworks are permitted to be discharged within the Township. Roll Call: J. Belvin, yes; E. Gnandt, no; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, yes. Motion carried.

J. Lastowski asked how soon placards would be distributed. T. Muñoz will inform the Board when they are distributed.

### **Presentations**

- Recognition and plaques were presented to Scott Gilliland and Ronald Swink for their years of service to the Pocono Township Planning Commission.
- Pocono Township Q3 Treasurer's Report – Frank Cefali, CPA and Pocono Township Treasurer. Provided the Q3 Financial Report to the Commissioners, indicating cash is stable and the overall budget is in line with what was expected.
- Discussion regarding potential access across a Township-owned property adjoining I-80 to a neighboring parcel – Jonathan Weber, Marathon Studios, Inc.

Chris Brown, the attorney representing Jonathan Weber, provided exhibits and discussed gaining access to a 6-acre parcel to potentially erect a billboard. The property abuts a stream on one side and Township-owned property adjoining I-80 on the other. Pocono Township received the property by quick claim deed in 1995, where it has not been used for years. There is access to this property by a gate off I-80. J. Weber indicated the proposal is to allow access through the existing gate via I-80, with a second option to access the property by Pocono Creek Drive that goes into the back of the lot. Both options would cross Township-owned properties. J. Weber indicated interest in purchasing the Township property but noted concerns of being outbid if a bidding process was required. J. Lastowski asked if PennDOT would need to provide access and discussed the pros and cons of the Township providing an easement versus selling, indicating he would be in favor of selling the property. L. DeVito noted an easement would be in perpetuity and an encumbrance on the property, so the area could not be obstructed. It would not be an impediment but would be sold subject to the easement. C. Brown added the road bisects the property with an existing dirt road. They would improve the road surface to a paved surface which would enhance the value of the parcel. Discussion was referred to L. DeVito who suggested getting an appraisal and advertising via sealed bid.

R. Wielebinski made a motion, seconded by J. Belvin, to have Pocono Township's 10- acre property off I-80, PIN 12637100775152, appraised for potential sale. All in favor. Motion carried.

### **Resolutions**

R. Wielebinski made a motion, seconded by J. Belvin, to adopt Resolution 2020-22, authorizing and securing the issuance of a debt obligation in the form of a non-appropriation lease in the maximum principal amount of \$170,589.00 to finance a 2021 Peterbilt Model 348 dump truck and related equipment; accepting a bank lease proposal; setting forth the terms and substantial form of the lease; and containing related provisions. This motion will also authorize the President of the Board of Commissioners to execute all documents related to this transaction. Under discussion, E. Gnandt asked if this was budgeted for and T. Muñoz indicated yes it was included in the FY 2020 budget. All in favor. Motion carried.

### **OLD BUSINESS**

R. Wielebinski made a motion, seconded by K. Meeker, to approve the minutes of the October 5, 2020 regular meeting of the Board of Commissioners. All in favor. Motion carried.

### **NEW BUSINESS**

#### **1. Personnel**

R. Wielebinski made a motion, seconded by J. Belvin, to hire Krisann Wean as a new administrative assistant at a salary of \$40,386.00, subject to a 90-day probationary period. After the 90-day probationary period, the employee shall begin receiving healthcare and retirement benefits. After one year of employment, employee shall receive a base salary of \$50,481.60. E. Gnandt asked if this employee must

be a union member and whether she was given the option to not join the union. T. Muñoz stated this is a union position, as defined by the CBA, and the Township cannot coerce an employee to not join the union. An employee can choose not to join the union on their own volition. All in favor. Motion carried.

## **2. General Fund Budget Adjustments**

R. Wielebinski made a motion, seconded by J. Lastowski, to approve FY2020 general fund budget adjustments for the week of November 2, 2020. All in favor. Motion carried.

## **3. Financial Transactions**

R. Wielebinski made a motion, seconded by E. Gnandt, to ratify vouchers payable received through October 29, 2020 in the amount of \$105,356.51. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to ratify gross payroll for pay period ending October 18, 2020 in the amount of \$104,100.31. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to approve vouchers payable received through October 29, 2020 in the amount of \$111,791.02. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to approve sewer operating fund expenditures through October 29, 2020 in the amount of \$14,090.90. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by E. Gnandt, to approve capital fund expenditures through October 29, 2020 in the amount of \$8,186.01. All in favor. Motion carried.

## **4. Travel/Training Authorizations - None**

### **Report of the President**

R. Wielebinski made a motion, seconded by J. Belvin, to approve a MOU with Teamsters Local 773 to document a change in the maximum weekly benefit of the disability plan from \$500 per week to \$1,000 per week for full-time employees. E. Gnandt asked for clarification of whether it is 70% of individual's pay with a maximum \$1,000 per week. All in favor. Motion carried.

- Discussion and possible action regarding remaining park capital projects for the year – chain link fence at Mountain View Park and new John Deere Gator. Quotes were received for replacement of MVP Basketball Court fence. The lowest price received was \$10,725.

R. Wielebinski made a motion, seconded by J. Belvin, to replace the chain link fence at MVP Basketball Court for a cost not to exceed \$11,000. All in favor. Motion carried.

- Further discussion regarding the purchase of John Deere Gators. R. Wielebinski called John Deere in Bangor to ask about pricing of the Gators. They do not expect the price to increase, but they expect a minimum delivery timeframe of at least eight weeks.

R. Wielebinski made a motion, seconded by K. Meeker, to purchase one John Deere Gator from Hilltop in Bangor. All in favor. Motion carried.

- Discussion regarding enforcement actions against 17 Summit Avenue and potential structural hazards – This property was cited approximately one year ago, and the property owner did not respond.

R. Wielebinski made a motion, seconded by K. Meeker, to authorize the Township Zoning Officer to inspect 17 Summit Avenue under the Property Maintenance Ordinance and report back to the Commissioners. E. Gnandt questioned how the property maintenance ordinance applies. All in favor. Motion carried.

- Discussion of amendment to Pocono Township Sign Ordinance and advertisement for public hearing.

R. Wielebinski made a motion, seconded by J. Lastowski, to forward the Pocono Township Sign Ordinance to the Monroe County Planning Commission for review and comments. E. Gnandt questioned regulations over digital billboards and whether they are necessary, since all electronic billboards in the Township appear to be in violation of the ordinance. All in favor. Motion carried.

- Discussion regarding Trap Enterprises request to extend time limit for the Developer to satisfy the conditions of approval for the 1) Trap Enterprises, LLC Hotel Project and 2) Abraham and Trapasso Enterprises, LLC Route 611 Project. An indefinite extension and five-year extension are requested for each project, respectively.

Attorney Marc Wolf stated that, earlier this year, requests were granted by the Township to extend the timeframe for both projects pre-COVID-19. COVID has hurt the leisure and hospitality industries and they are asking for extensions due to the impact of COVID. L. DeVito indicated indefinite extensions have not been granted in the past and 24-month extensions are typical. The developer asked whether the Township would grant an additional 24 months on each extension as a middle ground.

E. Gnandt made a motion, seconded by J. Lastowski, to authorize resolutions be prepared for the next BOC meeting to grant an additional 24 months for each extension. All in favor. Motion carried.

### Commissioner Comments

Jerrod Belvin – Vice President

- Emergency Management Update – No update.
- Tropical Storm Isaias Update – FEMA is still reviewing requests for December 5, 2020.
- FEMA Flood Mitigation grant application - No update.

Ellen Gnandt – Commissioner

- Discussion regarding Mountain View Park season closure. MVP is closed and has not been winterized. A two-week period is now underway to clean up and winterize park. R. Wielebinski requested putting biodegradable antifreeze in toilet and sink traps. Pipes will be completely drained.
- Asked for status of damaged police cars. The autobody shop was asked to expedite repair of police vehicles if possible.

Jerry Lastowski – Commissioner

- Follow-up discussion regarding PennDOT and Upper Swiftwater Road repair. Repair work has been made. Thank you to R. Sargent and T. Munoz for whomever called PennDOT for their swift response.
- Ongoing enforcement actions against Short Term Rentals, including 150 Gravatts Way.

Discussion regarding whether Township should pursue further proactive enforcement against STRs conducting non-permitted activity. E. Gnandt asked if the Township can seek an injunction against the STR. L. DeVito indicated injunctions are extraordinary remedies. The Township was granted one injunction for an STR, but that was due to safety concerns of no ingress/egress in bedrooms, no fire alarms, etc. The owners' intent-to-defend date for Gravatts Way is December 7, 2020. One civil judgement was already issued against the property. Current civil action has been filed for \$12,000 and two \$1,000 trash citations. Judy Acosta, Zoning Officer, indicated the contact lives in Long Island, NY. E. Gnandt suggested alerting state and county they are not getting hotel tax dollars. Discussion continued regarding additional hours for proactive enforcement of short-term rentals with focus being on specific areas in Pocono Township where STR are not permitted.

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize Zoning to add 15 additional hours toward STR compliance. J. Acosta requested clarification on the area of focus. Direction was given to focus on Pocono Township areas where short-term rentals are not permitted. All in favor. Motion carried.

Keith Meeker – Commissioner – No comment.

### **Reports**

**Zoning** – October 2020 Permits Report was issued.

#### **Emergency Services**

- Police – No report.
- EMS – No report.
- Fire – No report.

#### **Public Works Report**

- Discussion regarding potential sale of dump truck to another municipality. Decision was made to keep the truck for backup.
- Current and remaining Public Works projects for 2020. Work on TLC projects are ongoing.
- Robin Lane Drainage Project. Robin Lane project is approximately one third done and goal is to complete this year, weather-permitting.
- Update – Park Lane Culvert Replacement – Dirt and Gravel Grant. Project will start in spring.
- Update – Well Work at MVP. Work complete and waiting for test results. Consultant talked to DEP and start-up procedures are being finalized.

J. Lastowski asked if MVP lights were on for election day. R. Sargent indicated all lights were currently in working order.

#### **Administration – Manager's Report**

- Discussion regarding PMCCI community. Parcel-by-parcel drive-through inspection and observation will be completed by two zoning officers. L. DeVito feels it is more than a Zoning issue and, before DEP gets involved, a coordinated effort should be made between sewage enforcement, administration, zoning and Township solicitor to devise a plan to rectify the situation and inform the Board as to the plan. Township SEO, H. Beers, should be included on any issues and future plans for PMCCI.
- Update – Library inquiry regarding new signage. It was agreed that the Library will pay for new signage and the Township will get a quote and do the installation on their behalf.
- Update – Pending grant applications. LSA, Multimodal and recreation grant applications are active. DCED is anticipated to make decisions at the end of this month regarding outstanding recreation grants. Will follow-up with state legislators with reminder of Township requests. Anything received will help relieve the burden on park capital expenditure projects for next year.
- Wine Press Inn – Interest in Township-owned property. No update.
- Update – Regional HSPS Comprehensive Plan. Next meeting on Wednesday, December 16, 2020 at 6:00 p.m.

#### **Township Engineer Report**

- St. Paul's Lutheran Drainage Basin. Spoke to Church last week. They have not received a proposal from their engineer. A letter was sent as a reminder. If no response is received, Township solicitor will follow-up.
- Archer Lane Drainage Issues. No report.
- Update – Righthand turn lanes from Rt. 611 onto Rimrock Road and Bartonsville Avenue. On drafting table.

### **Township Solicitor Report**

- Discussion regarding amendment to the HJP Park cooperation agreement. Waiting for Attorney Weitzmann to put together an agreement for the Township.
- Update – Kelly Family Trust. Luzerne County had to be deputized by Monroe County to serve the trustee of the Kelly Family Trust. When information is received, Commissioners will be updated.
- Update – Johnson Appeal Zoning Hearing. Pocono Township Zoning Hearing Board ruled in favor of the Township, denying the appeal for the Johnsons' to operate a STR in the Cobble Creek development.
- Following up from the Sewer meeting, L. DeVito stated that Counsel for DCNR, Josh Ebersol, explained the DCNR sewer line conveyance agreement has been signed by the Department and they are waiting for the Attorney General's office to sign it.

**Public Comment** – No public comment.

### **Adjournment**

R. Wielebinski made a motion, seconded by E. Gnandt, to adjourn the meeting at 9:15 and go into executive session to discuss personnel and litigation matters. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, November 16, 2020

### SUMMARY

#### Ratify

General Fund	\$	96,439.15
Sewer Operating	\$	299.75
Sewer Construction	\$	-
Capital Reserve	\$	-

#### Bill List

TOTAL General Fund	\$	133,384.52
TOTAL Sewer <u>OPERATING</u> Fund	\$	101,492.20
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	23,828.16
Liquid Fuels	\$	-

#### Budget Adjustments

<u>Budget Appropriations</u>	\$	-
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#### Interfund Transfer

#### Notes:

**POCONO TOWNSHIP CHECK LISTING**  
**RATIFY**

General Fund		Date	Check	Vendor	Memo	Amount
Payroll		Date	Check	Vendor	Memo	Amount
		11/06/2020			PAYROLL ENDING 11/01/2020	\$ 95,755.55
					TOTAL PAYROLL	\$ 95,755.55
General Expenditures		Date	Check	Vendor	Memo	Amount
		10/9/2020	60173	BLUE RIDGE	TWP PHONES	393.57
		11/2/2020	60278	PENTELEDATA	PARK INTERNET SERVICE	125.13
		11/2/2020	60279	PENTELEDATA	TOWNSHIP INTERNET	164.90
					TOTAL General Fund Bills	\$ 683.60
Sewer Operating Fund		Date	Check	Vendor	Memo	Amount
		11/2/2020	1739	PENTELEDATA	PUMP STATION INTERNET SERVICE	\$ 299.75
						\$ 299.75
Sewer Construction Fund		Date	Check	Vendor	Memo	Amount
					TOTAL Sewer Construction Fund	\$ -
Capital Reserve Fund		Date	Check	Vendor	Memo	Amount
					TOTAL Capital Reserve Fund	\$ -
TOTAL General Fund						96,439.15
TOTAL Sewer Operating						299.75
TOTAL Sewer Construction						Authorized by:
Total Capital Reserve						
						Transferred by:
						96,738.90
						\$

# POCONO TOWNSHIP CHECK LISTING

## Monday, November 16, 2020

### General Fund

Date	Check	Vendor	Memo	Amount
11/12/2020	60281	Access Office Technologies	Telephone System Support Nov 2020	\$ 98.00
11/12/2020	60282	Advanced Collision	Police vehicle maintenance	\$ 6,419.69
11/12/2020	60283	AMERICAN UNITED LIFE INSURANCE CO.	GTL & STD insurance	\$ 175.40
11/12/2020	60284	ARGS Technology, LLC	IT services	\$ 4,677.00
11/12/2020	60285	Bender Gardens	Police flowers	\$ 80.00
11/12/2020	60286	Blue Ridge Communications	Twp phone service	\$ 392.34
11/12/2020	60287	Brodhead Creek Regional Authority	Sewer service	\$ 177.08
11/12/2020	60288	Cefali and Associates PC	Sept 2020 Treasury Services	\$ 543.75
11/12/2020	60289	Center for Education & Employment Law	Police subscription	\$ 159.00
11/12/2020	60290	CHELBUS CLEANING CO., INC.	Cleaning Services Nov 2020	\$ 815.00
11/12/2020	60291	COMMONWEALTH OF PA - DEPT OF AGRICULT	2021 Pesticide Application	\$ 35.00
11/12/2020	60292	Cyphers Truck Parts	PW supplies	\$ 30.95
11/12/2020	60293	Donna Kenderdine Reporting	Professional services	\$ 125.00
11/12/2020	60294	E.M.Kutz, Inc.	PW supplies	\$ 513.00
11/12/2020	60295	EPSCO	PW supplies	\$ 31.40
11/12/2020	60296	Eric A. Moses Co.	PW supplies	\$ 65.00
11/12/2020	60297	Foster & Freeman USA, Inc.	PW supplies	\$ 2,181.66
11/12/2020	60298	Furino Mech Contracting & Furino Fuels	Police building maintenance	\$ 246.50
11/12/2020	60299	Gotta Go Potties, Inc	Portable bathroom rental MVP	\$ 621.16
11/12/2020	60300	HUNTER KEYSTONE PETERBILT	PW truck parts	\$ 92.60
11/12/2020	60301	Imaginations	TWP flowers	\$ 62.54
11/12/2020	60302	J & B Auto	Police vehicle maintenance	\$ 1,372.21
11/12/2020	60303	Jack Williams Tire Company, Inc.	Police vehicle maintenance	\$ 1,344.92
11/12/2020	60304	Kimball Midwest	PW supplies	\$ 401.16
11/12/2020	60305	Lawson Products	PW supplies	\$ 71.99
11/12/2020	60306	Moritz Embroidery Works, Inc.	Police uniform expense	\$ 472.00
11/12/2020	60307	MRM Worker's Compensation Pooled Trust	Workers compensation premium	\$ 11,382.30

11/13/2020

<b>Sewer Operating Fund</b>			
	Date	Check	Vendor
11/12/2020	60308	PMHIC	Health insurance premium
11/12/2020	60309	PPL Electric Utilities	Electrical service
11/12/2020	60310	PPL Electric Utilities	Electrical service
11/12/2020	60311	Praxair Dist Mid-Atlantic	PW supplies
11/12/2020	60312	Reliable Sign and Stripping	Traffic sign supplies & repairs
11/12/2020	60313	Site2	TWP & police backup services
11/12/2020	60314	Staples Business Credit	Office supplies
11/12/2020	60315	Steele's Hardware	PW supplies
11/12/2020	60316	Steele's Hardware	PW supplies
11/12/2020	60317	Suburban Testing Labs	Park testing
11/12/2020	60318	Tulpehocken Mountain Spring Water Inc	Water
11/12/2020	60319	UNIFIRST Corporation	Uniforms and mats
11/12/2020	60320	Vector Security, Inc	Alarm service
11/12/2020	60321	Wagner, James	Travel expense
11/12/2020	60322	Waste Management of Pennsylvania, Inc.	Waste removal
11/12/2020	60323	Wilson Products Compressed Gas Co.	PW supplies
11/12/2020	60324	Bartholomew, Mitchell O	Reimbursement of union dues
11/12/2020	60325	Ackerman, Earl	Uniform allowance
11/12/2020	60326	Anglemyer, Aaron	Uniform allowance
11/12/2020	60327	Anglemyer, Austin	Uniform allowance
11/12/2020	60328	Bianchi Joe	Uniform allowance
11/12/2020	60329	Furino, Robert	Uniform allowance
11/12/2020	60330	Gupko, Christopher	Uniform allowance
11/12/2020	60331	Iannazzo, Marc	Uniform allowance
11/12/2020	60332	Melley, Ryan	Uniform allowance
11/12/2020	60333	Rath, Eric	Uniform allowance
11/12/2020	60334	Scicuttella, Michael	Uniform allowance
11/12/2020	60335	Kyocera Document Solutions America, Inc.	Copier rental
11/13/2020	60336	CSI Integrated Security & Communications	Audio & video equipment
			<b>TOTAL General Fund</b> \$ <u>133,384.52</u>
		Memo	Amount
			\$ 312.50

Approve

11/12/2020	1743	BLUE RIDGE COMMUNICATIONS	\$ 124.96
11/12/2020	1744	BRODHEAD CREEK REGIONAL AUTHORITY	\$ 89,596.00
11/12/2020	1745	EEMA O&M Services Group, Inc.	\$ 5,889.00
11/12/2020	1746	METROPOLITAN TELECOMMUNICATIONS	\$ 84.57
11/12/2020	1747	Pennsylvania One Call System, Inc	\$ 67.98
11/12/2020	1748	Pocono Township	\$ 1,807.43
11/12/2020	1749	PPL Electric Utilities	\$ 2,109.76
11/12/2020	1750	Utility Locator LLC	\$ 1,500.00
		<b>TOTAL Sewer Operating</b>	<b>\$ 101,492.20</b>

**Sewer Construction Fund**

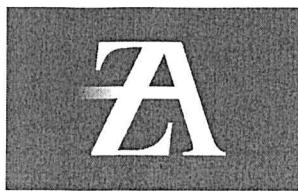
Date	Check	Vendor	Memo	Amount
			<b>TOTAL Sewer Construction Fund</b>	<b>\$ -</b>

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount
11/12/2020	1178	CHEMUNG SUPPLY	ROBIN LANE PROJECT PLASTIC DOUBLE WALL PIPES	\$ 20,481.84
11/12/2020	1179	HIGHWAY EQUIPMENT & SUPPLY CO.	ROBIN LANE PROJECT BUCKET TRUCK RENTAL	\$ 1,200.00
11/12/2020	1180	LEON CLAPPER	MT VIEW PARK WELL	\$ 1,383.84
11/12/2020	1181	MOUNTAIN ROAD FEED STORE	TLC DAM TOP SOIL	\$ 475.00
11/12/2020	1182	PORTLAND CONTRACTORS	MT VIEW PARK WELL PROJECT	\$ 255.00
11/12/2020	1183	STEELE'S HARDWARE	TLC PROJECT MATERIALS	\$ 18.49
11/12/2020	1184	STEELE'S HARDWARE	TLC PROJECT MATERIALS	\$ 13.99
			<b>TOTAL Capital Reserve Fund</b>	<b>\$ 23,828.16</b>

**ESSA**

<b>TOTAL General Fund</b>	\$ 133,384.52
<b>Sewer Operating</b>	\$ 101,492.20
<b>TOTAL Sewer Construction Fund</b>	\$ -
<b>Capital Reserve</b>	\$ 23,828.16
<b>Liquid Fuels</b>	\$ -
<b>TOTAL ESSA TRANSFER</b>	<b>\$ 258,704.88</b>
	Transferred by: _____



**Zelenkofske Axelrod LLC**  
CERTIFIED PUBLIC ACCOUNTANTS  
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

October 8, 2020

To the Board of Pocono Township Commissioners  
Pocono Township  
112 Township Drive  
Tannersville, PA 18372

This letter is provided in connection with our engagement to audit the financial statements of Pocono Township as of and for the year ended December 31, 2020. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

**Our Responsibilities**

As stated in our engagement letter dated October 8, 2020, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance generally accepted accounting principles. Our audit does not relieve you or management of your respective responsibilities.

Our audit as it relates to combining financial statements is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Planned Scope of the Audit**

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

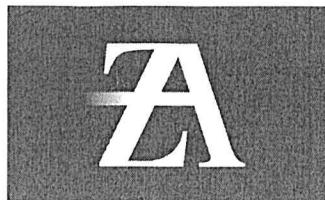
We expect to begin our audit on approximately March 1, 2021, and issue our report on approximately April 30, 2021. Jeffrey Weiss is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of Board of Township Commissioners and management of Pocono Township and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Zelenkofske Axelrod LLC*

Zelenkofske Axelrod LLC



***Zelenkofske Axelrod LLC***  
CERTIFIED PUBLIC ACCOUNTANTS  
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

October 8, 2020

Taylor Munoz  
Township Manager  
Pocono Township  
112 Township Drive  
Tannersville, PA 18372

You have requested that we prepare the balance sheet and the related statement of revenues and expenditures, debt statement, and statement of capital expenditures and employee compensation (collectively the "financial statements") Pocono Township ("Township") as of and for the year ended December 31, 2020 in the form prescribed by the Commonwealth of Pennsylvania Department of Department of Community and Economic Development ("DCED"), and perform a compilation engagement with respect to those financial statements. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

### **Our Responsibilities**

The objective of our engagement is to:

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

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

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

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

### **Your Responsibilities**

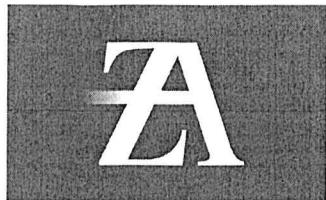
The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the format and requirements prescribed by DCED and assist you in the presentation of the financial statements in accordance with the format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

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

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830 Sir Thomas Court, Suite 100, Harrisburg, PA 17109  
3800 McKnight East Drive, Suite 3805, Pittsburgh, PA 15237  
34745 Burbage Road, Frankford, DE 19945

2370 York Road, Suite A-5, Jamison, PA 18929  
420 Chinquapin Round Road, Suite 2-i, Annapolis, MD 21401  
210 Tollgate Hill Road, Greensburg, PA 15601



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

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

#### **Our Report**

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

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

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

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

We expect to begin the engagement on approximately March 1, 2021 and to issue our reports no later than March 31, 2021. Jeffrey Weiss is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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



*Zelenkofske Axelrod LLC*  
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Township Manager  
Pocono Township  
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We will provide you a list of required schedules and analyses to be prepared by your personnel before the engagement begins. Timely completion of our engagement is dependent on cooperation in preparing schedules and analyses timely and accurately. If there are delays in preparing the material or if schedules must be continually revised, costs will increase. We will advise you of difficulties or delays in completing the engagement.

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

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

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

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

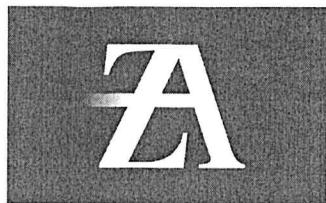
We will provide copies of our reports to management and those charged with governance; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports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

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

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

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

The fee and other engagement specific items are included in our agreement to perform the audit of Pocono Township's financial statements for the year ended December 31, 2020.



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In the event any dispute arises relating in any way to this engagement, the parties agree to first attempt to resolve such dispute through the non-binding mediation process in the manner set forth herein, with costs to be divided equally between the parties. The mediation shall take place in Philadelphia County or in Dauphin County, Pennsylvania. To effect mediation, the party desiring mediation shall give the other party 10 days' advance written notice of its desire to mediate. The other party shall respond within said 10-day period that it accepts or rejects the mediation process. If (a) the other party rejects the mediation process, (b) does not respond to the mediation notice or (c) the mediation is not successful, then, in any legal proceeding relating in any way to this agreement, all parties hereto hereby irrevocably consent to the jurisdiction and venue of either the United States District Court for the Middle District of Pennsylvania (if there is federal jurisdiction) or the Court of Common Pleas of Dauphin County, Pennsylvania (if there is no federal jurisdiction) and each party hereto further agrees not to raise any objection to such jurisdiction or to the laying of venue of any such proceeding in such county. Each party agrees that service of process in any such proceeding may be duly effected upon it by mailing a copy thereof, to the address given above.

Our Firm's policy requires that payment arrangements must be made for all outstanding invoices prior to release of our work product.

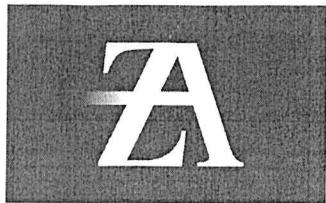
You agree that our liability hereunder for damages will be limited to gross negligence, fraud, or willful misconduct and shall not exceed the total amount paid for these services described herein. These shall be your exclusive remedies.

You further agree that we will not be liable for any lost profits, or for any claim or demand against you by any other party. In no event will we be liable for incidental or consequential damages even if we have been advised of the possibility of such damages. Because of the importance of management's representations to the effective performance of our services, you will release Zelenkofske Axelrod LLC and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

No action, regardless of form, arising out of the services under this agreement may be brought by either party more than three years after the date of the last services provided under this agreement.

It is understood that Zelenkofske Axelrod LLC has spent many years developing its people and intellectual assets, including but not limited to computer software programs and business practices and procedures. Accordingly, you agree that any means of presentation of financial data which represent our internal or external work product or any other of our intellectual assets shall, at all times, remain the property of Zelenkofske Axelrod LLC and shall not be disseminated or shared with any entity not a party thereto without our prior written consent. Additionally, you and your affiliates or related entities agree not to employ any current or former employees of Zelenkofske Axelrod LLC, during the term of this engagement or for a period of three years thereafter without our prior written consent.

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



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

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provisions of this letter are determined to be unenforceable, all other provisions shall remain in force.

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

Respectfully,

*Zelenkofske Axelrod LLC*

Zelenkofske Axelrod LLC

RESPONSE:

This letter correctly sets forth our understanding.

Pocono Township

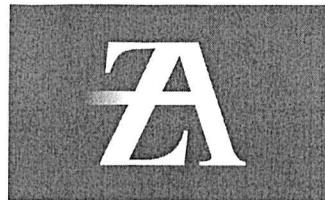
Acknowledged and agreed on behalf of Pocono Township by:

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

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

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

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



*Zelenkofske Axelrod LLC*  
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October 8, 2020

Taylor Munoz  
Township Manager  
Pocono Township  
112 Township Drive  
Tannersville, PA 18372

The following represents our understanding of the services we will provide Pocono Township.

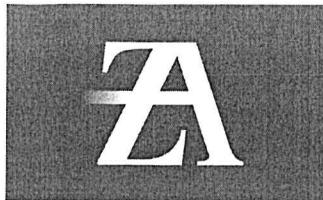
You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Pocono Township as of December 31, 2020 and for the year then ended and the related notes, which collectively comprise Pocono Township's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information ("RSI"), such as *management's discussion and analysis, budgetary comparison information, and pension plan information* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and analysis
- Budgetary comparison schedules
- Pension and OPEB plan information

Supplementary information other than RSI will accompany Pocono Township's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining financial statements



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**Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

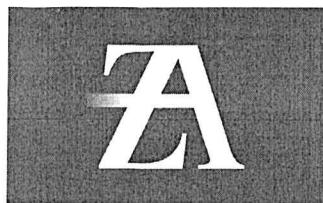
Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Pocono Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.



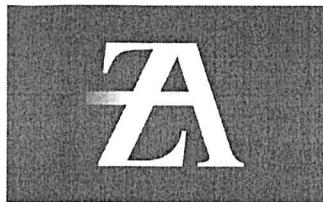
Taylor Munoz  
Township Manager  
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**Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- h. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials;
  - i. For the accuracy and completeness of all information provided;
  - j. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.
- k. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes, and any other nonaudit services that you have reviewed and approved those services prior to the financial statement issuance and have accepted responsibility for them.



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Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

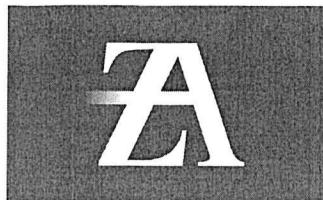
As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

#### **Reporting**

We will issue a written report upon completion of our audit of Pocono Township's basic financial statements. Our report will be addressed to the governing body of Pocono Township. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

#### **Other Services**

We will also assist in the preparation of the financial statements of the Township in conformity with U.S. generally accepted accounting principles based on information provided by you. We will not assume management responsibilities on behalf of Pocono Township. However, we will provide advice and recommendations to assist management of Pocono Township in performing its responsibilities. We will perform these services in accordance with applicable professional standards. This engagement is limited to the nonaudit services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal



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entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

With respect to any nonaudit services we perform, Pocono Township's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

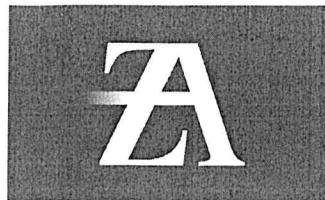
We will provide you a list of required schedules and analyses to be prepared by your personnel before the audit begins. Timely completion of our audit is dependent on cooperation in preparing schedules and analyses timely and accurately. If there are delays in preparing the material or if schedules must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

The audit documentation for this engagement is the property of Zelenkofske Axelrod LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Zelenkofske Axelrod LLC personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately March 1, 2021 and to issue our reports no later than April 30, 2021. Jeffrey Weiss is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$16,995. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to



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compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, such as implementing new auditing pronouncements or auditing additional programs, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We normally bill at least monthly while work progresses. All invoices are due and payable upon presentation. For invoices due over 30 days, a finance charge is assessed on unpaid balances at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum). We reserve the right to halt work if balances remain unpaid after ninety (90) or more days, and not to resume work until all overdue amounts are paid in full. Any balances remaining unpaid after ninety (90) or more days may, at our option, be formalized by the execution of a promissory note. You agree that you shall be liable for all reasonable costs we incur in collection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

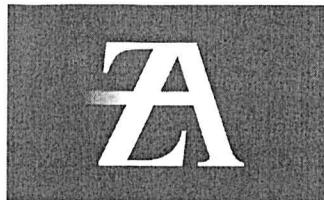
Our Firm is a member of the AICPA. We are required to periodically undergo Peer Review to assure high professional standards. In a Peer Review, a team of outside CPAs randomly selects and reviews financial statements, our report, and supporting workpapers. The Peer Review team is obligated to keep the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

You agree that our liability hereunder for damages will be limited to breach of the terms and undertakings of this engagement letter, or negligent acts or omissions, or fraud or willful misconduct.

You further agree that we will not be liable for any lost profits. In no event will we be liable for incidental or consequential damages even if we have been advised of the possibility of such damages.

It is understood that Zelenkofske Axelrod LLC has spent many years developing its people and intellectual assets, including but not limited to computer software programs and business practices and procedures. Accordingly, you agree that any means of presentation of financial data which represent our internal or external work product or any other of our intellectual assets shall, at all times, remain the property of Zelenkofske Axelrod LLC and shall not be disseminated or shared with any entity not a party thereto without our prior written consent. Additionally, you and your affiliates or related entities agree not to directly and specifically solicit for employment any current employees of Zelenkofske Axelrod LLC, during the term of this engagement or for a period of three years thereafter without our prior written consent.

In the event any dispute arises relating in any way to this engagement, the parties agree to first attempt to resolve such dispute through the non-binding mediation process in the manner set forth herein, with costs to be divided equally between the parties. The mediation shall take place in Monroe County, Pennsylvania. To effect mediation, the party desiring mediation shall give the other party 10 days' advance written notice of its desire to mediate. The other party shall respond within said 10-day period that it accepts or rejects the mediation process. If (a) the other party rejects the mediation process, (b) does not respond to the mediation notice or (c) the mediation is not successful, then, in any legal proceeding relating in any way to this agreement, all parties hereto hereby irrevocably consent to the jurisdiction and venue of either the Middle District (if there is federal jurisdiction) or the Court of Common Pleas of Monroe County,



***Zelenkofske Axelrod LLC***  
CERTIFIED PUBLIC ACCOUNTANTS  
EXPERIENCE | EXPERTISE | ACCOUNTABILITY

Taylor Munoz  
Township Manager  
Pocono Township  
October 8, 2020  
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Pennsylvania (if there is no federal jurisdiction) and each party hereto further agrees not to raise any objection to such jurisdiction or to the laying of venue of any such proceeding in such counties. Each party agrees that service of process in any such proceeding may be duly effected upon it by mailing a copy thereof, to the address given above.

Our Firm's policy requires that payment arrangements must be made for all outstanding invoices prior to release of our work product.

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

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provisions of this letter are determined to be unenforceable, all other provisions shall remain in force.

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

Very truly yours,

*Zelenkofske Axelrod LLC*

Zelenkofske Axelrod LLC

RESPONSE:

This letter correctly sets forth the understanding of Pocono Township.

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

## Taylor Munoz

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**From:** Minu Desai <minu@minudesai.com>  
**Sent:** Friday, November 13, 2020 7:52 AM  
**To:** Taylor Munoz  
**Subject:** Re: Wine Press Inn Update

Good Morning Taylor,

We are still interested. We ordered a few environmental reports. We are waiting for it.

As soon as Chris gets back to me, I will contact you.

Thanks.

Minu Desai  
484-951-3311 (Mobile)  
610-391-3862 (Fax)

On Thu, Nov 12, 2020 at 8:15 PM Taylor Munoz <[tmunoz@poconopa.gov](mailto:tmunoz@poconopa.gov)> wrote:

Mr. Desai,

Is there any update regarding your interest in the Township owned property next to the Wine Press Inn?

I would like to know whether it should remain on our agenda or whether it is not feasible at this time.

Thank you for your attention.

All the best,

Taylor

Taylor W. Muñoz

Township Manager