



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

September 21, 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**

- An executive session was held on Wednesday, September 16, 2020 to discuss personnel issues and an executive session will be held following tonight's meeting also for the purpose of discussing personnel.
- Our 2020 Fall Cleanup is scheduled for Friday through Saturday, October 2-3, 2020. Residents will be able to bring difficult-to-dispose-of items to the Township from 7:30 AM to 3:00 PM both days. Proof of residency is required. For further details, please view the Cleanup Day flyer on the Township website or Facebook.
- 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 - None**

**Presentations**

- **Northridge at Camelback** – Discussion regarding potential amendment to land development plan (Possible Action Item)

- Interviews, discussion and consideration of appointments for the Pocono Jackson Joint Water Authority (PJJWA) and alternates to the Planning Commission (**Action Item**)
  - Marie Guidry – PJJWA Candidate
  - Claire Learn – Planning Commission Alternate Candidate
  - Stephanie Shay – Planning Commission Alternate Candidate
- Draft Property Maintenance Ordinance – Marie Guidry, Planning Commission Vice Chair – Discussion regarding provisions of proposed Property Maintenance Ordinance and possible advertisement for public hearing (**Potential Action Item**)

### **Resolutions**

- Resolution 2020-18 – Motion to approve the Coronavirus Relief Fund Recipient Agreement for the receipt of grant funds reimbursing the township for COVID-19 related expenditures (**Action Item**)
- Resolution 2020-19 – Motion to deny preliminary plan approval of the Spa Castle Grand Pocono Resort Land Development Plan (**Action Item**)

### **OLD BUSINESS**

- Motion to approve the minutes of the September 8, 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 September 17, 2020 in the amount of \$106,222.37. (**Action Item**)
- b. Ratify gross payroll for pay period ending September 6, 2020 in the amount of \$106,098.07. (**Action Item**)
- c. Motion to approve vouchers payable received through September 17, 2020 in the amount of \$154,761.14. (**Action Item**)
- d. Motion to approve sewer operating fund expenditures through September 17, 2020 in the amount of \$110,169.83. (**Action Item**)
- e. Motion to approve capital fund expenditures through September 17, 2020 in the amount of \$3,571.35. (**Action Item**)

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

### **Report of the President**

Richard Wielebinski

- Scheduling next 2021 Budget Workshop – Wednesday, October 7, 2020

### **Commissioner Comments**

Jerrod Belvin – Vice President

- Emergency Management Update

Ellen Gnandt – Commissioner

- Review of Township financials

Jerry Lastowski – Commissioner

- Township response regarding short term rental complaints and violation notices

Keith Meeker – Commissioner

### **Reports**

#### **Zoning**

#### **Emergency Services**

- Police
- EMS
- Fire

#### **Public Works Report**

- Road Crew Projects
- Robin Lane Drainage Project
- Update – Park Lane Culvert Replacement – Dirt and Gravel Grant
- Update – Well Work at MVP and Replacement Fixtures

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

- Fall Cleanup – October 2-3, 2020
- Implementation of the Amusement Tax
- Update on pending grant applications
- Wine Press Inn – Interest in Township-owned property
- Update – Regional HSPS Comprehensive Plan – Wednesday, October 21 at 6:00 p.m.
- Update – MS4 Requirements

#### **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
- Update – TLC Bridge & TLC Dam

#### **Township Solicitor Report**

- Discussion regarding amendment to the HJP Park cooperation agreement (**Possible Action Item**)

### **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**

Marie S. Guidry  
3085 Route 715  
Henryville, PA 18332

August 27, 2020

Dear Pocono Township Commissioners:

This letter is to indicate my interest in serving as a board member on the Pocono Jackson Joint Water Authority (PJJWA).

I am currently a member of the Pocono Township Planning Commission and have been a member for a number of years. During my professional career at John J. Riley, Inc., I was involved in audits of PJJWA. I am aware of the challenges the Authority faces with providing clean and potable water to properties impacted by the Butz Superfund Site.

Having seen the Township change for what I remember as a child and prior to Interstate 80 construction, I wish to support progress in the township, but do so wisely, conserving natural resources and protection of the environment.

Thank you for your consideration.

Sincerely,

*Marie S. Guidry*  
Marie S. Guidry

Claire M Learn  
5312 Birchwood Dr  
Tannersville Pa 18372

Dear Pocono Township Commissioners:

This letter is to indicate my interest in serving on the Pocono planning Commission.

I have lived in Pa since 1979 and Pocono Township for 31 years. I have worked in local stores and Sanofi Pasteur until my early retirement. I am the secretary for Grace UCC here in town.

I am very interested in the local history and how the Township is moving in the current times and the future. I feel I can be an asset to the planning commission, and very interested to participate.

Thank you for your consideration

Sincerely,

Claire Learn

## Taylor Munoz

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**To:** Stephanie Mulder  
**Subject:** RE: Pocono Township Planning Commission Details

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**From:** Stephanie Mulder <stephanielmulder@gmail.com>

**Sent:** Tuesday, September 15, 2020 10:13 PM

**To:** Taylor Munoz <tmunoz@poconopa.gov>

**Subject:** Re: Pocono Township Planning Commission Details

Hi Taylor,

Confirming I'm interested in being considered as a PC alternate - just me, not my husband.

I'm planning to attend the Board of Commissioners Meeting this Monday 9/21 at 7pm.

See you then!

Stephanie Shay

On Sep 11, 2020, at 8:45 AM, Taylor Munoz <[tmunoz@poconopa.gov](mailto:tmunoz@poconopa.gov)> wrote:

Hello Stephanie,

It was very nice talking with you yesterday about the responsibilities involved with the Planning Commission. I have included a link below to the PA Planning Commission handbook:

<https://dced.pa.gov/download/planning-series-02-the-planning-commission-in-pennsylvania/?wpdmdl=56209&refresh=5f5b6dbaf3aa1599827419>

This details more than you would probably ever really need to know about planning commissions, but it's definitely a helpful primer. And a lot of the terms are learned "on the job" once a resident is appointed.

To recap:

-The PC meets on the 2<sup>nd</sup>/4<sup>th</sup> Mondays of the month at 7:00 PM at the Township building (112 Township Drive, Tannersville).

-The Board of Commissioners is looking to appoint two individuals to serve as PC alternates. The alternates do not always participate formally within the meeting in a voting capacity, but if a member is absent or if a member resigns from the PC, it's a natural step to appoint an alternate to fill that role. While the position is one of "alternate," it's still helpful to attend at least a majority of the PC meetings to stay in the loop.

If you or your husband are interested in being considered, please email me confirmation of your interest before next Friday, September 18 and plan to attend the Board of Commissioners meeting on Monday evening 9/21 at 7:00 pm.

Have a great weekend!

Taylor

Taylor W. Muñoz  
Township Manager  
Pocono Township  
112 Township Drive  
Tannersville, PA 18372  
[tmunoz@poconopa.gov](mailto:tmunoz@poconopa.gov)  
570.629-1922 ext. 1212

**From:** Stephanie Mulder <[stephanielmulder@gmail.com](mailto:stephanielmulder@gmail.com)>

**Sent:** Friday, August 28, 2020 9:50 AM

**To:** Taylor Munoz <[tmunoz@poconopa.gov](mailto:tmunoz@poconopa.gov)>

**Subject:** Township Planning Commission Alternate

Hello Taylor,

I'm interested in further information about the Pocono Township Planning Commission and what you are looking for in a volunteer alternate.

Thank you,

Stephanie Shay (Henryville)

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2020 - 07**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE  
COUNTY AMENDING THE POCONO TOWNSHIP CODE OF  
ORDINANCES BY ADOPTING A NEW CHAPTER 250 RELATED TO  
MAINTENANCE OF PROPERTIES WITHIN THE TOWNSHIP;  
PROVIDING FOR REMEDIAL ACTION BY THE TOWNSHIP IN  
SPECIFIED SITUATIONS; AND PRESCRIBING PENALTIES FOR  
VIOLATION OF THE REGULATIONS AND REPEALING ALL  
ORDINANCES INCONSISTENT THEREWITH**

**WHEREAS**, the Board of Commissioners of Pocono Township has deemed it necessary to amend the Code of the Township of Pocono to add a Chapter related to property within the Township of Pocono (the “Township”).

**NOW THEREFORE**, be it enacted and ordained by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, and the same is hereby ordained and enacted as follows, to wit:

**SECTION 1.** The Board of Commissioners of Pocono Township, Monroe County, Pennsylvania (the “Township”), under the powers vested in them by the “First Class Township Code”, as amended, as well as other laws of the Commonwealth of Pennsylvania (the “Commonwealth”), do hereby ordain and enact the following amendment to the Pocono Township Code of Ordinances by adopting a new Chapter 250. Maintenance of Properties, to read as follows:

**“§ 250-1. Short Title.** This chapter shall be known and may be cited as the “Pocono Township Property Maintenance Ordinance.

**§ 250-2. Preface.** Recognizing the need within the Pocono Township to establish certain minimum health and safety requirements for those buildings, structures, or properties which are used or associated with human occupancy; this Chapter hereby establishes standards and procedures which the Board of Commissioners of Pocono Township considers to be fair and effective in meeting those minimum requirements.

**§ 250-3. Responsibility.** The owner of the premises shall maintain the structures, lot and yard in compliance with these requirements, except as otherwise provided for in this Chapter. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter. Occupants of a building, dwelling unit, rooming unit or

housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the building, dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

**§ 250-4. Definitions.**

**BUILDING** – a roofed structure, enclosed by one (1) or more walls, for the shelter, housing, storage or enclosure of persons, goods, materials, equipment or animals.

**BULK ITEMS** – discarded “white goods” (ex. major appliances), “brown goods” (ex. televisions, DVD players, entertainment systems), mattresses, furniture and similar household items.

**COURT** – an open and unoccupied space on a lot enclosed on at least three (3) sides by the walls of a building.

**ENFORCEMENT OFFICER** – any building official, zoning officer, code enforcement officer, building inspector, fire inspector, law enforcement officer, or other person authorized by the Township to enforce the applicable code(s).

**GARBAGE** – putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

**INFESTATION** – the presence of insects, rodents, vermin and/or other pests.

**LOT** – plot, tract, premises or parcel of land, with or without improvements thereto.

**OWNER** – any person or persons, jointly or severally, firm, corporation or other entity which, either by conveyance or inheritance or otherwise, is vested with the title to a lot and/or improvements thereto in his capacity as a legal representative, such as an administrator, trustee, executor, etc.

**REFUSE** – all putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, dead animals and commercial and industrial wastes.

**UNOCCUPIED HAZARD** – any building, or part thereof, or manmade structure, which remains unoccupied for a period of more than six (6) months, with either doors, windows or other openings broken, removed, boarded or sealed up, or any building under construction upon which little or no construction work has been performed for a period of more than six (6) months.

**YARD** – any open space on the same lot with a building and, for the most part, unobstructed from the ground up.

**§ 250-5. Application.** The provisions of this Chapter shall supplement local laws, ordinances or regulations existing in Pocono Township or those of the Commonwealth of Pennsylvania. Where a provision of this Chapter is found to be in conflict with any provision of a local law, ordinance, code or regulation or those of the Commonwealth of Pennsylvania, the provision which is more restrictive or which establishes the higher standard shall prevail.

**§ 250-6. Buildings and Structures.**

A. No owner and/or occupant of any building or structure shall fail to take such steps and perform such maintenance with respect thereto, as may be required from time to time, to ensure that the property is safe, sound, sanitary and secure and does not present a health and/or safety hazard to surrounding properties or to the general populace.

B. No owner of any unoccupied building or structure shall fail to take such steps as may be required to insure that the same are securely closed so as to prohibit and deter entry thereto and to insure that no health and/or safety hazard, or threat thereof, is precipitated due to a lack of maintenance or due to neglect.

C. Owners of any and all unoccupied buildings and/or structures which, through neglect, have deteriorated to the point of being classified as unoccupied hazards, and therefore constitute a severe health and/or safety hazard, upon direction of Board of Commissioners of Pocono Township, or other authorized official or body, remove, or cause the removal of, the building and/or structure.

D. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

E. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

F. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

G. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutter and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

H. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

I. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

J. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

K. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

L. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

M. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

N. All glazing materials shall be maintained free from cracks and holes.

O. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units shall tightly secure the door.

P. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

Q. See Ch. 382 Dangerous Structures.

#### **§ 250-7. Yards, Open Lots, Parking Areas.**

A. Fences and/or minor structures shall not be constructed and maintained so as to present a safety or health hazard to persons and/or property.

B. No person shall permit the development or accumulation of hazards, rodent harborage and/or infestation upon yards, courts, lots.

C. With the exception of approved storm water retention areas, all lots and yards shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

D. No person shall permit the accumulation of heavy undergrowth and/or vegetation which would impair the health and/or safety of the neighborhood; nor shall they permit any trees, plants or shrubbery, or any portion thereof, to grow on their property and which constitute a safety hazard to pedestrian and/or vehicular traffic.

E. All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten (10") inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers, gardens, ornamental (tall grass), farm fields, meadows, and wooded lots.

F. No cutting of any vegetation within fifty (50') feet of ponds, lakes, creek banks, stream banks, and wetlands. (See also Ch. 205 Floodplain Management and Ch. 365 Stormwater Management).

G. Stormwater drainage swales and culvert pipes along roads shall be maintained by the owner and/or occupant of the property. Drainage swales and culvert pipes shall not be filled in by owners and/or occupants of the property. Drainage swales running across a property shall also be maintained. (See also Ch. 205 Floodplain Management and Ch. 365 Stormwater Management).

H. It shall be the responsibility of the owner and/or occupant to remove litter from the property in accordance with Ch. 356 Solid Waste.

I. Burning of waste shall be prohibited. (See also Ch. 129 Open Burning).

J. Maintenance of vegetation along roadways requires that the owner and/or occupant maintain trees, branches, shrubs and weeds trimmed back from the roadway edge at least two (2') feet from the roadway pavement and up at least thirteen (13') feet above the road edge.

#### **§ 250-8. Infestation, Prevention and Correction.**

A. All structures, lots and yards shall be kept free from rodents and other wild and feral animal harborage and infestation. Where rodents or wild or feral animals are found, they shall be promptly exterminated or removed by processes which will not be injurious to human health. After extermination or removal, proper precautions shall be taken to eliminate such harborage and prevent reinfestation.

B. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse in accordance with Ch. 356 Solid Waste and the Monroe County Waste Authority Ordinance.

C. Bulk Items – See Ch. 356 Solid Waste and the Monroe County Waste Authority Ordinance.

D. Junkyards and junk vehicles including cars, trailers, trucks, boats, buses, RV's, motor homes, etc. – See Ch. 235 Junkyards and Junk Vehicles.

E. Tires – See Ch. 404 Tires.

**§ 250-9. Miscellaneous Provisions.** No person shall permit:

A. Roof, surface and/or sanitary drainage to create a safety and/or health hazard to persons and/or property by reason of inadequate and/or improper construction, or maintenance or manner of discharge.

B. Roof gutters, drains or any other system designed and constructed to transport storm water, to be discharged into any sanitary sewage system and/or any part thereof.

C. Any refrigerator, freezer and/or other similar storage chest to be discarded, abandoned or stored in any place or location which is accessible to the general public without first completely removing any and all locking devices and/or doors; provided, that nothing herein shall be construed so as to permit any act or practice otherwise prohibited by the Pocono Township Solid Waste Ordinance.

D. The maintenance or storage by an owner or lessee of a motor vehicle which is unable to move under its own power and which motor vehicle has rusted, broken or sharp edges; missing tires or other components resulting in unsafe suspension of the motor vehicle; ripped upholstery or other conditions which could permit vermin harborage; has leaking or damaged oil pan, gas tank or other fluid container; or such other defects which the Enforcement Officer may upon investigation determine threaten the health, safety and welfare of the citizens of Pocono Township.

**§ 250-10. Responsibilities of Owners.** Any occupant of a premises shall be responsible for compliance with the provisions of this Chapter with respect to the maintenance of that part of the premises which he occupies and/or controls pursuant to the terms of the contract/agreement under which he occupies and/or controls thereof.

A. Owner(s) of premises shall comply with the provisions of this Chapter, as well as operators and occupants, regardless of any agreements between owners and operators or occupants as to which party shall assume such responsibility.

B. In instances where an occupant is responsible, or shares responsibility with an owner, for the existence of one (1) or more violations of this Chapter, said occupant shall be deemed responsible and treated as if an owner within the true intent and meaning of this Chapter.

**§ 250-11. Notice of Violation.** If in the opinion of the Enforcement Officer the owner and/or occupant is out of compliance with the standards in this Chapter, the owner and/or occupant shall receive a warning letter from the Enforcement Officer, or other authorized representative describing the violation(s). If the owner and/or occupant does not resolve the problem to the satisfaction of the Enforcement Officer at this state the Enforcement Officer shall move ahead with the formal citation process. The owner and/or occupant shall be notified by certified mail or through personal service, of said violation or violations. The citation shall be in writing and shall identify the premises and shall cite the specific violation or violations. The notice shall direct with owner and/or occupant to correct the deficiency and/or deficiencies within a reasonable period of time as specified in the said notice, and shall inform the owner and/or occupant of the fines and penalties which may accrue upon the failure to comply. The notice shall also specify that, in lieu of or in addition to fines and penalties, and subsequent to the period of time specified in the said notice, Pocono Township may itself correct the deficiencies or contract for the correction thereof and assess the cost thereof as a lien against the premises and/or recover the expenses so incurred in a manner as prescribed by law. A copy of the said notice shall be posted in a conspicuous place on the subject premises and at the Pocono Township municipal building.

**§ 250-12. Compliance.** The owner and/or occupant shall correct any and all noted deficiencies within such period of time as may be specified in the notice. Extension of such specified period of time may be granted by Pocono Township, in its sole discretion upon good cause shown. Failure to comply with any such notice within the time specified shall constitute a violation of this Chapter, with each separate day during which a violation constitution to exist constituting a separate violation.

**§ 250-13. Penalties.** Any person, firm or corporation who shall violate any of the provisions of this Chapter shall, upon being found liable therefore in a civil enforcement proceeding, shall pay a fine of not less than \$ \_\_\_\_\_ and not more than \$ \_\_\_\_\_, plus all court costs, including reasonable attorney's fees incurred in the enforcement of this Chapter. No judgement shall be imposed until the date of the determination of the violation by the District Justice and/or court. Each day a violation exists shall constitute a separate offense.

**§ 250-14. Owners Severally Responsible.** If the premises are owned by more than one (1) owner, each owner shall severally be subject to prosecution for the violation of this Chapter.

**§ 250-15. Inspection.** The Enforcement Officer may enter, or may cause, through an authorized representative of Pocono Township, entry on to premises for the purpose of inspection of any and all premises, properties, buildings and/or structures located within Pocono Township, upon reasonable (i.e., 24 hour) advance notice, for the purpose of ascertaining the existence of violations. In those matters where the nature of an alleged violation is such that an inspection of the interior of a building or structure is necessitated, prior arrangements must be made with the owner, or his agent, to secure access thereto.

**SECTION 2. SEVERABILITY.** If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this Ordinance shall continue to be separately and fully effective.

**SECTION 3. REPEALER.** All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

**SECTION 4. ENACTMENT.** This Ordinance shall be effective five (5) days after the date of passage.

**ENACTED AND ADOPTED** by the Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**POCONO TOWNSHIP BOARD OF  
COMMISSIONERS**

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**TAYLOR MUÑOZ**  
Township Manager

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**RICHARD WIELEBINSKI**  
President, Board of Commissioners

**Township of Pocono, Monroe County, Pennsylvania**

**Resolution 2020-18**

**A RESOLUTION TO APPROVE THE CORONAVIRUS RELIEF FUND  
RECIPIENT AGREEMENT FOR THE RECEIPT OF GRANT FUNDS  
REIMBURSING THE TOWNSHIP FOR COVID-19 RELATED  
EXPENDITURES**

**Be it RESOLVED**, that the Township of Pocono, Monroe County, Pennsylvania approves the Coronavirus Relief Fund Recipient Agreement with the County of Monroe for the receipt of \$42,879.72 in grant funds to reimburse Township expenditures incurred due to the COVID-19 public health emergency.

**Be it FURTHER RESOLVED**, that the Applicant does hereby designate the Pocono Township Manager to execute all documents and agreements between the Township of Pocono and the County of Monroe, and to act as its representative to facilitate and assist in obtaining the requested grant funds.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

Township of Pocono  
Board of Commissioners

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

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

## **CORONAVIRUS RELIEF FUND RECIPIENT AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, b y and between the **COUNTY OF MONROE**, a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "the County,"

AND

**Pocono Township**, a \_\_\_\_\_, having its/his/her principal business office at: **112 Township Drive, Tannersville, PA 18372**; hereinafter referred to as "Recipient."

The County and the Recipient separately shall be referred to as a "Party" and collectively shall be referred to as the "Parties."

### **RECITALS:**

**WHEREAS**, Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which became law on March 27, 2020, establishes a Coronavirus Relief Fund; and

**WHEREAS**, the CARES Act requires that Coronavirus Relief Fund money be used for expenditures that (1) were necessary expenditures incurred due to the COVID-19 public health emergency; (2) were not accounted for in the budget most recently approved as March 27, 2020; and (3) were incurred, on a cash basis, during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, the County received Coronavirus Relief Fund money from the Commonwealth of Pennsylvania under Act 24 of 2020, which funding was distributed to the Commonwealth by the United States Department of the Treasury ("U.S. Treasury"); and

**WHEREAS**, the County is distributing Coronavirus Relief Fund money to eligible entities for permissible expenditures; and

**WHEREAS**, the Coronavirus Relief Fund money spent on impermissible purposes or which is not spent by December 30, 2020 is subject to repayment to the U.S. Treasury; and

**WHEREAS**, Recipient has submitted an application ("Application") to receive Coronavirus Relief Fund money from the County for certain purposes specified in Recipient's Application; and

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is mutually acknowledged, and intending to be bound, the Parties agree as follows:

## **1. RECITALS**

The Recitals are incorporated herein by reference, as if fully set forth in the body of this Agreement.

## **2. PURPOSE**

The purpose of this Agreement is to provide for the distribution of Coronavirus Relief Fund money under Act 24 of 2020 to Recipient for uses identified in the Application and permitted by the County; the CARES Act, as may be amended; Act 24, as may be amended; and related guidance from the U.S. Treasury and the Commonwealth, as may be amended.

## **3. CONDITIONS**

Recipient will receive Coronavirus Relief Fund money from the County on a reimbursement basis not to exceed \$ 42,879.72. As a condition of receiving Coronavirus Relief Fund money from the County, Recipient agrees that Coronavirus Relief Fund money it receives will be spent in accordance with the purposes set forth in its Application and in compliance with the CARES Act and related guidance issued by the United States government and the Commonwealth of Pennsylvania, including applicable future amendments to statutory provisions or related federal or state guidance, and in accordance with the limitations outlined in this Agreement. Recipient agrees that Coronavirus Relief Fund money will be spent solely on expenditures that meet all of the following requirements:

- Expenditures that are necessary expenditures incurred due to the COVID-19 public health emergency.
- Expenditures that were not accounted for in the recipient's budget most recently approved as of March 27, 2020 (not including any amendments or supplemental budgets passed in response to the COVID-19 public health emergency).
- Expenditures that will be incurred between March 1, 2020 and December 30, 2020

## **4. CATEGORIES OF PERMISSIBLE EXPENDITURES**

Recipient acknowledges that the County has limited expenditures of Coronavirus Relief Fund money received from the County to the following types of expenditures:

- A. COVID-19 related medical expenses such as:
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including blood sample testing.

- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.

B. Public health expenses such as:

- Expenses for communicating COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses for enforcing COVID-19 “stay at home” orders and other COVID-19-related public health orders.
- Expenses to purchase and distribute Personal Protective Equipment (“PPE”), sanitizing products, and other similar medical and protective supplies needed to reduce the risk of COVID-19 exposure for police officers, direct service providers who work with older adults or individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas or facilities such as public or private nursing homes in your community, in response to the COVID-19 public health emergency.
- Expenses for providing technical assistance to other entities related to mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19. Examples include costs of placing barriers or fences to enforce social distancing or closures at public parks or other public facilities or installing Plexiglas shields and hand sanitizer pumps in public facilities.

C. Where the statutory requirements have been met, certain payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable groups, to enhance compliance with COVID-19 public health precautions.
- Expenses to improve telework capabilities for governmental employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing Families First Coronavirus Response Act benefits under the Emergency Paid Sick Leave Act and the Emergency Paid Family and Medical Leave Expansion Act to governmental employees in order to further compliance with COVID-19 public health recommendations and precautions.
- Expenditures for care for homeless populations made to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Unemployment compensation costs related to the COVID-19 public health emergency if those costs will not be reimbursed by the federal government through the CARES Act or otherwise.

E. Other COVID-19-related expenses that the County determines are reasonably necessary to the function of government that satisfy the statutory eligibility criteria for the use of Coronavirus Relief Fund money.

Goods and services purchased with Coronavirus Relief Fund money must be received or provided no later than December 30, 2020. Recipient acknowledges that this requirement is mandatory and agrees to include provisions indicating that time is of the essence and that this deadline is mandatory in all agreements with providers of good and services.

## **5. ADDITIONAL PROHIBITED CATEGORIES OF EXPENDITURES**

Recipient acknowledges that Coronavirus Relief Fund money distributed by the County may only be used for the purposes identified in the immediately preceding section. Recipient acknowledges that federal CARES Act guidance issued by the U.S. Treasury prohibits the use of Coronavirus Relief Fund money to fill shortfalls in governmental revenue, including but not limited to by making expenditures that do not otherwise qualify for the use of Coronavirus Relief Fund money, and that Coronavirus Relief Fund money may not be used to reimburse portions of an expense that are also being reimbursed by another federal or state funding source. Recipient further acknowledges that prohibited uses of Coronavirus Relief Fund money include, but are not limited to, the following types of expenditures:

- Damages covered by insurance.
- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Expenses that have been or will be reimbursed under any federal programs or other sources.
- Reimbursement for donated items or services.

- Workforce bonuses other than payments such as overtime or hazard pay for employees substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- Severance pay.
- Legal settlements.
- Expenditures not in compliance with any other limitations or requirements that have been or will be established by the County, the Commonwealth, applicable law, applicable regulations, or applicable CARES Act or Act 24 guidance.

## **6. REPAYMENT**

Unspent Coronavirus Relief Fund money must be returned to the County by November 15, 2020. In addition, any Coronavirus Relief Fund money that the U.S. Treasury determines must be repaid to the Commonwealth or the U.S. Treasury by the County because Recipient did not spend it in compliance with the CARES Act, as amended, and related federal guidance, as amended, must be repaid to the County by Recipient.

## **7. RETENTION OF RECORDS**

Recipient is obligated to retain records relating to the use of Coronavirus Relief Fund money, including, but not limited to, invoices, contracts, receipts, purchase orders, correspondence, records demonstrating that funds were spent for purposes permitted by the CARES Act and related federal guidance, and other records documenting Coronavirus Relief Fund expenditures. Such records shall be made available to representatives of the County upon request and in the format requested by the County.

## **8. INTEREST BEARING ACCOUNTS**

Coronavirus Relief Fund money received by Recipient may be placed in an interest bearing account pursuant to guidance issued by the U.S. Treasury, provided that any interest generated by such funds or other proceeds of such investments must be spent on purposes permitted by this Agreement, the Coronavirus Relief Fund provisions of the CARES Act, and related federal guidance and must be so spent no later than December 30, 2020.

## **9. FEDERAL SINGLE AUDIT ACT AND UNIFORM GUIDANCE**

Recipient acknowledges that guidance issued by the U.S. Treasury indicates that Coronavirus Relief Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Recipient further acknowledges that Fund payments to Recipient count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements

and that Recipient would be subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) if Recipient spends \$750,000 or more in federal awards during its fiscal year. Recipient further acknowledges that CFDA Number for this federal funding is 21.109.

## **10. RESOLUTION**

Recipient will adopt or pass a lawfully adopted written resolution or similar action approving this Agreement and authorizing the filing of the Application and authorizing the individual who signs this Agreement to execute this Agreement on behalf of Recipient, to act as its representative with respect to the Application, and to provide such additional information as may be required.

## **11. NONWAIVER**

A. A failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

B. Additionally, a failure by each Party to take action with respect to any default or violation by the other Party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each Party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

## **12. TERMINATION; CUMULATIVE REMEDIES**

A. This Agreement may be terminated for any reason by the County upon thirty (30) days written notice to Recipient.

B. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the County or the Recipient, for the other Party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

## **13. TERM**

This Agreement be effective as of the date agreed to and signed by both parties, and unless sooner terminated pursuant to Paragraph 12 hereof, and shall expire when the County, in its discretion, determines that the expenditure of Coronavirus Relief Fund money and Recipient's

obligations under this Agreement, including those relating to review of expenditures, if any, by the U.S. Treasury have been completed.

**14. NOTICES**

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by any of the following:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this Agreement shall be sent to the respective Parties as follows:

1. As to the County:  
Monroe County Board of Commissioners  
1 Quaker Plaza Suite 201  
Stroudsburg, PA 18360

2. As to the Recipient:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. NO PERSONAL LIABILITY**

No elected official, officer, appointee, agent or employee of County or Recipient, shall be charged personally or held contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach hereof or because of its or their execution, approval, or attempted execution of this Agreement.

**16. HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent

of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**17. SEVERABILITY**

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

**18. MERGER; MODIFICATION OR AMENDMENT**

A. The Parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the Parties with respect to the subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the Parties.

C. The Recipient agrees that no representations or warranties shall be binding upon County unless expressed in writing herein or in a duly executed amendment or change order hereof.

**19. APPLICABLE LAW; VENUE**

A. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The Parties agree that the Monroe County Court of Common Pleas, or if jurisdiction and venue are appropriate, the U.S. District Court for the Middle District of Pennsylvania shall be the sole courts for any court proceeding arising from this Agreement.

**20. ABSENCE OF RIGHTS IN THIRD PARTIES**

No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Recipient, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**21. COMPLIANCE WITH APPLICABLE LAWS**

Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, guidance, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“Applicable Laws”) that relate to its obligations under this Agreement. Recipient agrees to comply with all Applicable Laws, including but not limited to applicable bidding and procurement requirements, applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, and other Applicable Laws. Recipient shall not discriminate on the basis of race, religion, age, gender, national origin, disability, or any other unlawful basis with respect to its use of Coronavirus Relief Fund money received from the County.

**22. BINDING EFFECT**

This Agreement will be binding upon and shall inure to the benefit of the County and the Recipient and their respective authorized successors and assigns, if any.

**23. AUTHORIZATION**

A. Recipient represents and warrants that its signatory has been duly authorized to execute this Agreement on its behalf.

B. This Agreement is entered into by the County pursuant to duly authorized action of the Board of Commissioners.

**INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto set their hands and seals the day and year first above written.**

**WITNESS**

Name of Entity: **Pocono Township**

\_\_\_\_\_  
(x)

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

**COUNTY OF MONROE**

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DENYING PRELIMINARY PLAN APPROVAL OF  
THE SPA CASTLE GRAND POCONO RESORT LAND DEVELOPMENT  
PLAN**

**WHEREAS**, the applicant, C. Castle, LLC, submitted a preliminary land development plan application titled "Spa Castle Grand Pocono Resort Preliminary Land Development" (the "Plan"). The Plan proposes the development of a 155-unit hotel with a 70,000 square foot spa, 270 hotel suites, 180 villas, 21 renovated cottages, an 80,000 square foot indoor water park, a 40,000 square foot outdoor lazy river, a 50,000 square foot meeting space, observatory, restaurants, recreational facilities, 10 glamping sites, laundry facilities and employee housing on the former Birchwood Resort property located along Cherry Lane Road (S.R. 1001) at Birchwood Road. The property is comprised of approximately 292 acres and is located in the RD Recreation Zoning District and R-1 Residential Zoning District; and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letters dated September 9, 2016 and November 8, 2016; and

**WHEREAS**, the Pocono Township Planning Commission recommended the denial of the Plan at a meeting held on September 14, 2020 based on the applicant's failure to meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's September 9, 2016 and November 8, 2016 review letters; and

**WHEREAS**, the Pocono Township Board of Commissioners desires to take final action on this Plan.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the "Spa Castle Grand Pocono Resort Preliminary Land Development" as shown on the preliminary land development plan prepared by Borton Lawson, dated December 4, 2015, be hereby denied because the applicant failed to meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's September 9, 2016 and November 8, 2016 review letters, copies of which are attached hereto as Exhibit "A".

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

ATTEST:

Township of Pocono  
Board of Commissioners

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

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

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
September 8, 2020 7:00 p.m.**

The regular meeting of the Pocono Township Commissioners was held on September 8, 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 Comments**

Lorri Zimmerman (145 Ponder Lane, Scotrun) – Expressed concerns regarding a permit issued for improvements to a cell tower on a piece of commercial property she owns. She filed a Right-to-Know request and expected someone to reach out to her. Claimed documents were falsified that lead to the construction of the cell tower in 2003. A 120-ton crane and cell tower crew came onsite recently to complete improvements to the cell tower. Asked that no more permits be granted to this existing tower on its specific property ID. Tim McManus was solicitor at the time. J. Lastowski suggested T. Munoz meet with L. DeVito and zoning officer to move this forward.

Michael Zimmerman (145 Ponder Lane) – Stated the Township makes rules for what employees are supposed to do. Claimed there were no posted permits on the jobsite for the recent cell tower work. Claims Zoning office did not enforce.

**Announcements**

- An executive session was held on Wednesday, August 26, 2020 to discuss the potential purchase of real property.
- We are currently seeking interested residents willing to serve in a volunteer capacity on the Pocono Jackson Joint Water Authority Board and as alternates to the Pocono Township Planning Commission. Any interested residents should reach out to our Township Manager directly and submit a letter of interest to [tmunoz@poconopa.gov](mailto:tmunoz@poconopa.gov).
- Our 2020 Fall Cleanup is scheduled for Friday through Saturday, October 2-3, 2020. Residents will be able to bring difficult-to-dispose-of items to the Township from 7:30 AM to 3:00 PM both days. Proof of residency is required. For further details, please view the Cleanup Day flyer on the Township website or Facebook.
- 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 – None**

**Presentations – None**

**Resolutions – None**

**OLD BUSINESS**

R. Wielebinski made a motion, seconded by K. Meeker, to approve the minutes of the August 17, 2020 regular meeting of the Board of Commissioners. All in favor. Motion carried.

## **NEW BUSINESS**

**1. Personnel** – No new business.

### **2. Financial Transactions**

R. Wielebinski made a motion, seconded by E. Gnandt, to ratify vouchers payable received through September 4, 2020 in the amount of \$117,796.56. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to ratify gross payroll for pay period ending August 23, 2020 in the amount of \$111,847.54. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to approve vouchers payable received through September 4, 2020 in the amount of \$144,107.00. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by E. Gnandt, to approve sewer construction fund expenditures through September 4, 2020 in the amount of \$834.00. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to approve capital fund expenditures through September 4, 2020 in the amount of \$27,557.09. All in favor. Motion carried.

### **3. Travel/Training Authorizations** – No travel/training authorizations.

## **Report of the President**

Richard Wielebinski

- Discussion regarding TLC Park capital project priorities. R. Wielebinski met with J. Tresslar, J. Belvin and T. Munoz to discuss the failed spillway at the lower TLC Park pond. The project is not a hard fix and the public works crew can complete the work necessary to restore the pond's existing walls and overflow pipe. Cement walls could be faced with stone in the future.

R. Wielebinski made a motion, seconded by J. Belvin, to approve a capital fund expenditure not to exceed \$7,500 to reconstruct the spillway and complete pond restoration for the lower pond at TLC Park. Under discussion, E. Gnandt asked about the project timeline and whether DEP approvals were necessary. It was indicated that DEP already issued a waiver to complete the work. All in favor. Motion carried.

- T. Munoz was directed to advertise the next budget workshop for Wednesday, September 16 at 6:00 p.m. at the Township building.
- Update - LED Speed Signs Purchase. T. Munoz said four radar signs with additional mounting brackets have been ordered and he is beginning the permit process with PennDOT to have the signs permitted for installation beginning in October.

## **Commissioner Comments**

Jerrod Belvin, Vice President

- County Commissioner John Christy gave an update recently on the County's COVID-19 relief grant funds and preliminarily confirmed that Pocono Township was approved for the majority of COVID expense reimbursement that was requested. E. Gnandt asked whether the funds are provided on a reimbursement basis or whether receipts are submitted as purchases are made. The County confirmed that funds will be provided on a reimbursement basis.

Ellen Gnandt – Commissioner

- E. Gnandt asked for update on implementation of the Amusement Tax on October 1 and where the Township is at with compliance and developing registration paperwork. T. Munoz indicated he is in the process of developing the required forms for distribution imminently.
- Asked why the Township only allows residents to bring one load per day for Township Cleanup days. It was indicated that limitations on trips were implemented to curtail commercial dumping and others who may try to take advantage of the Township's resources.

Jerry Lastowski – Commissioner

- J. Lastowski asked for update on complaints and violation notices for the illegal short term rental (STR) at 150 Gravatts Way. T. Munoz state the Township was issued a default judgment of \$500 plus costs for a civil action filed for trash violations. The County Waste Authority also issued a citation under the County waste ordinance with an accompanying fine. The Township zoning officer was able to make contact with the property owner and asked that evidence be provided that the STR has been shut down by the end of the week or the Township would be filing a \$12,000 civil action against the property owner. A response is to be given by the end of the week.
- Asked that the special allocation to the fire company for costs incurred at the Pocono Manor fire be taken off his list and asked that T. Munoz continue to handle follow-up with Pocono Manor's insurance company and report back to the Commissioners.

Keith Meeker – Commissioner – No comment.

### **Reports**

**Zoning** – Written report provided.

### **Emergency Services**

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

### **Public Works Report**

- Road Crew Projects – The Public Works crew is currently paving Moyer Court and Paul Terrace. Once complete, they will be moving onto some smaller jobs including removal of logs and trees.
- Robin Lane Drainage Issues – Project is currently on hold until pipe bids are awarded and right-of-way issues addressed.
- Park Lane Culvert Replacement – Dirt and Gravel Grant – Boucher & James completed and filed for a GP-11 permit for the Park Lane Culvert replacement.
- Update – Well Work at MVP and Replacement Fixtures – The Township contracted with Craig LaBarre, a water consultant from Portland Contractors, to complete the remaining DEP requirements to reopen the Mountain View Park bath house. Water testing was completed last week and Township is currently waiting on a lab test from Suburban that was completed last Friday.

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

- T. Munoz stated the Board of Commissioners will be considering and interviewing candidates for appointment to the Pocono Jackson Joint Water Authority (PJJWA) and as alternates to the Planning Commission at the September 21 meeting.
- Provided brief update on Township grant applications, including Local Share Account (LSA) grant applications that will be submitted this month.

- Wine Press Inn – Interest in Township-owned property. Still waiting for update back from Mr. Desai, owner of the Wine Press Inn, who is looking to contract with Chris McDermott of Reilly associates and re-retain his services for moving forward with the potential purchase of Township-owned property adjacent to Bartonsville Avenue.
- PJJWA was awarded a DCED Small Water & Sewer Grant for their full grant request of approximately \$495,000, including the required matching funds. R. Wielebinski suggested a letter be sent to Chris Ortolan, former chairman of the PJJWA board, on behalf of the Commissioners thanking him for his work in securing the grant funds.

### **Township Engineer Report**

- St. Paul's Lutheran Drainage Basin. J. Tresslar tried contacting the Church's engineer unsuccessfully. He will contact the Church again and ask that they push their engineer to provide a solution.
- Awarding of Bid – Roof Replacement on Maintenance Building. The Township received two bids – one from Build All Inc. for a total of \$50,850.00 and the second from H&P Construction for \$65,340.00. The original bid received earlier this year was for \$85,000, so both recent bids are lower. Recommended the Board award the bid to Build All Inc. subject to engineer's approval.

J. Belvin made a motion, seconded by R. Wielebinski, to award the bid for the partial roof replacement on the Public Works maintenance building to Build All Inc. in the amount of \$50,850.00. All in favor. Motion carried.

- Awarding of Bid – Pipe Materials for Robin Lane Drainage Project. Three bids were received Chemung Supply Corporation for \$21,187.84; Ferguson Water Works for \$21,840.30; and Coor & Main for \$22,610.67. Recommendation to award the bid to Chemung Supply Corporation.

R. Wielebinski made a motion, seconded by K. Meeker, to award the bid for pipe materials for the Robin Lane Drainage Project to Chemung Supply Corporation in the amount of \$21,187.84. All in favor. Motion carried.

- Archer Lane Drainage Issues. Mr. Archer asked for an application to appeal. Board asked that J. Tresslar verify the zoning officer sent out appeal information.

### **Township Solicitor Report**

- Discussion regarding amendment to the HJP Park cooperation agreement. The three solicitors for the respective municipalities are working to transfer Hamilton's interests to Jackson and Pocono and look to have a resolution on the transfer soon.
- Update – ZHB – Johnson Appeal for Transient Dwelling Unit. Zoning hearings have concluded, and L. DeVito is in the process of preparing a legal memorandum for submission to the Zoning Hearing Board for their consideration when they reconvene.

### **Public Comment**

E. Gnandt asked whether the Township will be recognizing Chris Ortolan, Scott Gilliland, Ron Swink and Bruce Kilby for their service on the PJJWA and Planning Commission. T. Munoz stated recognition is in process.

### **Adjournment**

R. Wielebinski made a motion, seconded by E. Gnandt, to adjourn the meeting at 8:02 p.m. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, September 21, 2020

### SUMMARY

#### Ratify

General Fund	\$	106,098.07
Sewer Operating	\$	124.30
Sewer Construction	\$	-
Capital Reserve	\$	-

#### Bill List

TOTAL General Fund	\$	154,761.14
TOTAL Sewer <u>OPERATING</u> Fund	\$	110,169.83
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	3,571.35
Liquid Fuels	\$	-

#### Budget Adjustments

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

#### Notes:

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

# POCONO TOWNSHIP CHECK LISTING

## Monday, September 21, 2020

### General Fund

Date	Check	Vendor	Memo	Amount
09/17/2020	60088	Advanced Collision	POLICE VEHICLE MAINTENANCE	\$ 1,349.84
09/17/2020	60089	ARGS Technology, LLC	August 2020 TWP & POLICE IT Services	\$ 2,687.50
09/17/2020	60090	Barber, Sheila A.	Tax Reassessment Refund	\$ 79.54
09/17/2020	60091	Brodhead Creek Regional Authority	WATER SERVICE	\$ 177.08
09/17/2020	60092	Broughal & DeVito, L.P.	File 3043-20 2020 Billing File	\$ 4,526.00
09/17/2020	60093	Cardmember Service	LICENSES & OP SUPPLIES	\$ 1,906.09
09/17/2020	60094	Cardmember Service	POLICE SUPPLIES & SUBSCRIPTION	\$ 3,859.67
09/17/2020	60095	Cefali and Associates PC	July 2020 Services	\$ 362.50
09/17/2020	60096	Commonwealth of PA-Clean Water	MS4 Individual Permit	\$ 500.00
09/17/2020	60097	Cyphers Truck Parts	TRUCK REPAIR	\$ 268.97
09/17/2020	60098	Dailey Resources, LTD	PW SUPPLIES	\$ 41.50
09/17/2020	60099	Davidheiser's Inc.	POLICE EQUIPMENT REPAIR	\$ 776.00
09/17/2020	60100	DES	August 2020 TWP Recycling	\$ 24.00
09/17/2020	60101	Donna Kenderdine Reporting	Professional services	\$ 394.95
09/17/2020	60102	Eureka Stone Quarry, Inc.	Road materials	\$ 30,759.48
09/17/2020	60103	Getz, Ed	Workboot Reimbursement	\$ 149.99
09/17/2020	60104	Hanson Aggregates Pennsylvania LLC	TACK 170.21 Gallons Ticket 81456	\$ 765.95
09/17/2020	60105	HUNTER KEYSTONE PETERBILT	TRUCK REPAIR	\$ 586.71
09/17/2020	60106	J. P. Mascaro & Sons	WASTE REMOVAL	\$ 283.97
09/17/2020	60107	J. P. Mascaro & Sons	WASTE REMOVAL	\$ 198.64
09/17/2020	60108	Jack Williams Tire Company, Inc.	POLICE VEHICLE MAINTENANCE	\$ 1,181.76
09/17/2020	60109	JDM Consultants, LLC	Sept 2020 Grant Consulting/Advocacy	\$ 3,100.00
09/17/2020	60110	Kyocera Document Solutions America, Inc.	COPIER LEASES	\$ 366.56
09/17/2020	60111	Motorola Solutions	POLICE MINOR EQUIPMENT	\$ 2,340.10
09/17/2020	60112	MRM Worker's Compensation Pooled Trust	WORKERS COMP	\$ 11,382.30

9/17/2020

09/17/2020	60113	P & D Emergency Services	EQUIPMENT REPAIR	\$ 536.50
09/17/2020	60114	PAPCO, Inc.	VEHICLE FUEL	\$ 3,419.52
09/17/2020	60115	PMHIC	Oct 2020 Coverage	\$ 70,980.35
09/17/2020	60116	Pocono Record	Advertisement	\$ 1,049.36
09/17/2020	60117	PPL Electric Utilities	Electric service	\$ 1,392.61
09/17/2020	60118	Royal Security Services, Inc	M-1186	\$ 519.00
09/17/2020	60119	Saraijan, Ronald	Tax Reassessment Refund 2020	\$ 1,092.26
09/17/2020	60120	Shinetime Auto Wash & Lube	August 2020 Police Car Washes	\$ 38.00
09/17/2020	60121	Sixth Street Partners	Tax Assessment Refund 2020	\$ 330.12
09/17/2020	60122	State Workers Insurance Fund	Fire Dep. Workers Comp	\$ 2,006.00
09/17/2020	60123	Susteen	Software license	\$ 1,495.00
09/17/2020	60124	209 Enterprises	PW SUPPLIES	\$ 1,591.85
09/17/2020	60125	Tulpehocken Mountain Spring Water Inc	Water delivery	\$ 71.29
09/17/2020	60126	UNIFIRST Corporation	Uniforms & mats	\$ 174.12
09/17/2020	60127	Verizon Wireless	Police cell phones and Ipads	\$ 674.04
09/17/2020	60128	Wagner, James	iPhone repair reim	\$ 53.99
09/17/2020	60129	Wilson Products Compressed Gas Co.	PW supplies	\$ 65.61
09/17/2020	60130	AFLAC	Supplemental insurance	\$ 488.42
09/17/2020	60131	Gotta Go Potties, Inc	MVP 8/12/9/9/20 Reg Toilet & Handicap Rental	\$ 320.00
09/17/2020	60132	Pitney Bowes	Postage machine lease	\$ 117.00
09/17/2020	60133	Scott, James H	Uniform Reimbursement	\$ 177.00
09/17/2020	60134	Suburban Testing Labs	SDWA Monthly	\$ 100.00
			<b>TOTAL General Fund</b>	<b>\$ 154,761.14</b>

### Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
09/17/2020	1694	BIROS SEPTIC & DRAIN CLEADING	Receipt 59611	\$ 900.00
09/17/2020	1695	BLUE RIDGE COMMUNICATIONS	PHONE SERVICE	\$ 62.15
09/17/2020	1696	BRODHEAD CREEK REGIONAL AUTHORITY	October 2020 O&M	\$ 89,596.00
09/17/2020	1697	BROUGHAL & DEVITO, L.L.P.	SEWER LEGAL SERVICE	\$ 418.50
09/17/2020	1698	EEMA O&M Services Group, Inc.	SEWER O & M	\$ 6,139.00
09/17/2020	1699	J P Mascaro & Sons	WASTE REMOVAL	\$ 194.00
09/17/2020	1700	KEYSTONE ENGINEERING GROUP	ENGINEERING SERVICES	\$ 2,343.44
09/17/2020	1701	METROPOLITAN TELECOMMUNICATIONS	PHONE SERVICE PUMP STATION	\$ 71.80
09/17/2020	1702	PA One Call System, Inc	SEWER MAPPING	\$ 99.33

Approve

9/17/2020

09/17/2020	1703	Pocono Management Associates LLC	8/24-9/06/2020 Services	\$ 3,278.53
09/17/2020	1704	Pocono Township	8/24-9/4/2020 PW labor & equipment rental	\$ 4,605.48
09/17/2020	1705	PPL Electric Utilities	Electric service	\$ 1,948.09
09/17/2020	1706	SUBURBAN TESTING LABS	Monthly NPDES	\$ 480.00
09/17/2020	1707	Verizon	SCADA LINE	\$ 33.51

### Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
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TOTAL Sewer Operating		\$ 110,169.83
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TOTAL Sewer Construction Fund		\$ -
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TOTAL Sewer Construction Fund		\$ -
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Date	Check	Vendor	Memo	Amount
09/17/2020	1158	ACCESS OFFICE TECHNOLOGIES	TWP PHONE SYSTEM UPDATE 2020	\$ 2,675.75
09/17/2020	1159	ASPHALT CARE EQUIPMENT & SUPPLIES	PARTS FOR SEAL TACK EQUIP	\$ 95.60
09/17/2020	1160	PORLTAND CONTRACTORS	LABOR MVP WELL PROJECT	\$ 800.00

TOTAL Capital Reserve Fund		\$ 3,571.35
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TOTAL Capital Reserve Fund		\$ 3,571.35
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### ESSA

	\$		\$	
TOTAL General Fund	\$	154,761.14		
Sewer Operating	\$	110,169.83		Authorized by: _____
TOTAL Sewer Construction Fund	\$	-		
Capital Reserve	\$	3,571.35		
Liquid Fuels	\$	-		
TOTAL ESSA TRANSFER	\$	268,502.32		Transferred by: _____