



POCONO TOWNSHIP COMMISSIONERS

AGENDA

June 4, 2018 7:00 p.m.

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

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

Announcements –

Executive Session held June 4, 2018 – personnel and litigation

Hearings –

Presentations –

OLD BUSINESS

1. Motion to approve minutes of the April 30, 2018 Meeting of the Board of Commissioners (action item*)
2. Motion to approve minutes of May 16, 2018 work session (action item*)
3. Motion to approve minutes of the May 21, 2018 Meeting of Board of Commissioners (action item*)

NEW BUSINESS

1. Personnel
 - a. Motion to ratify the hiring of Alyssa Bullis as seasonal park employee, beginning May 12, 2018 at a rate of \$12.00 per hour.
 - b. Motion to ratify the hiring of Michael Kresge as seasonal park employee, beginning June 2, 2018 at a rate of \$12.00 per hour. (action item*)

(Action Item*)

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** Change to agenda versus draft posted on website

- c. Motion to ratify the Collective Bargaining agreement with Teamsters 773, Public Works/clerical effective January 1, 2018 through December 31, 2022 and authorize the President of the Board of Commissioner to execute the document, with retro pay increases back to January 1, 2018 be completed in the pay period ending June 3, 2018 (action item*)
- d. Motion to approve the advertising for and hiring of _____ public works employees (action items*)
- e. Motion to approve extended leave of absence for Phillip Starner from May 29, 2018 through August 18, 2018 per the PW CBA (action item*)
- f. Motion to approve FMLA leave for Ed Getz, effective June 1, 2018 for approximately 4 to 6 weeks (action item*)

2. Financial Transactions

- a. 1st Quarter fiscal report
- b. Administrative Changes –
 - Police longevity will now be paid out upon anniversary date
 - CBA agreed upon match of up to \$600 for police 457 plan will be paid out on a per payroll basis
- c. State Workers Insurance Fund (SWIF) Audit results – invoiced \$15, 688.00 additional charges
- d. Motion to adopt the definition of compensation for the Pocono Township Police Pension Plan, the Nationwide 457 Plan and the non-uniform Money Purchase Plan (action item*)
- e. Motion to authorize Beyer-Barber to prepare amendments to the Pocono Township police pension plan and non-uniform money purchase plan to be billed on a time and charges basis for a minimum of \$600 (\$300 each plan) (action item*)
- f. Motion to authorize Delaware Valley Retirement to prepare an amendment to the Pocono Township 457 plan at a cost of \$250.00 (action item*)
- g. Motion to have all authorized signers of bank accounts at Wayne Bank to sign another resolution document due to incorrect documents provided to township from bank (action item*)
- h. Motion to ratify vouchers payable received through June 1, 2018 in the amount of \$ 99,946.87 (action item*)
- i. Ratify gross payroll for pay period ending May 20, 2018 in the amount of \$ 82,563.45 (action item*)
- j. Motion to approve vouchers payable received through June 1, 2018 in the amount of \$ 55,901.78 (action item*)
- k. Motion to approve capital expenditure received through June 1, 2018 in the amount of \$ 19,602.60 (action item*)

(Action Item*)

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3. Travel/Training Authorizations (Approve/Ratify)

- a. Motion to approve the attendance of the public works department employees (6 FT, 1 Seasonal) at the flagger training course to be held June 12, 2018 at Jackson Township Municipal Building, from 9am – noon at a cost of \$50.00 per person, sponsored by PSATS. (action item*)

Report of the President

- Generator donated from fire company to township – thank-you sent
- TLC Park – hole in walking path
- Capital Planning
- White Oak Drive

Commissioners Comments

Bob De Young – Vice President

Harold Werkheiser – Commissioner

Rich Wielebinski – Commissioner

- Motion to authorize Zoning Officer to send Notice of Violation for the dangerous structure at 248 Shine Hill Road (action item*)
- Motion to authorize Zoning Officer to send Notice of violation for dangerous structure at PO Box 38, Route 314 (action item*)

Jerrold Belvin – Commissioner

- Motion to repair TLC field for approximately \$6000 from in lieu of funds, utilizing volunteers and road crew overtime (possible action item*)
- Motion for Pocono Township to join TEMA (Township Emergency Managers Association) through PSATS for an annual cost of \$125.00 (Action item*)
- Motion to authorize the Solicitor to prepare an amendment to the current Manager's Ordinance so that it adopts the manager's Ordinance 2014-01 (action item*)

Reports

1. Finance Committee

2. Administration – Manager's Report

- a. Motion to award cleaning services of Municipal Building, Maintenance Building and Police Building to J&Z Professional Services, LLC for a once a week cleaning per building for a total of \$ 947.00 per month for all three buildings beginning June 18, 2018 pending the receipt of a certificate of insurance (action item*)
- b. Fire company is going to go out for bid to pave parking lot – can/should we combine efforts (possible action item*)
- c. Motion to authorize the township manager to sell two township owned copiers, one fax machine and one police car on municibid (action item*)

(Action Item*)

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- d. Motion to approve application of Skyshooter Displays for a firework display at Great Wolf Lodge on July 3, 2018 contingent upon receiving the application fee, the bond, the insurance certificate and any other requirements of Ordinance 2015-08 and 09 (action item*)
- e. Motion to approve application of Camelback Resort for a firework display at Camelback Mountain on July 3, 2018 with a rain date of July 6, 2018 contingent upon receiving the insurance certificate and any other requirements of Ordinance 2015-08 and 09 (action item*)
- f. St. Luke's is assisting township with first aid kits and scheduling CPR/first aid
- g. Clarification on question on burning ordinance

3. Public Works Report

- a. Motion to grant request by Pocono Spray Patch to have township waive liquidated damages and extend completion date for Seal Coat project until August 1, 2018 contingent upon them agreeing to hold the escalator of asphalt index price to the PennDot ECMS June Index pricing (action item*)
- b. Motion to grant request by Hanson Aggregate, LLC to have township waive liquidated damages and extend completion date for Bituminous Wearing and Leveling Course project until July 31, 2018 contingent upon them agreeing to hold the escalator of asphalt index price to the PennDot ECMS June Index pricing (action item*)
- c. Update on Paving project
- d. Motion to award the purchase of a Ferris Mower, 61" Briggs, 32HP Mower to Cramers' Powerhouse as the lowest quote received at \$12,349.00 as recommended by Bob Sargent (action item*)
- e. Motion to repair Ferris Mower at a cost of approximately \$3,000.00 as recommended by Bob Sargent (action item*)
- f. Motion to authorize the repair of the donated generator in the approximate amount of \$_____ (action item*)

4. Township Engineer Report

- a. Update Status Report on Sewer Redesign
- b. Update on Route 611 Sewer Line Relocation Work Update
- c. Update on Sanofi Sanitary Sewer Easement
- d. Update on enclosure for Valve Station #5 – open bids May 23rd and June 19th
- e. Update on White Oak Culvert replacement project
- f. Update on Fish Hill Road Storm System Notice of violation from MCCD (possible action item*)
- g. Motion to extend time frame granted in Resolution 2015-42, Kopelson Minor Subdivision (action item*)
- h. Discussion on dedication of MCTA Drive (possible action item*)

(Action Item*)

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- i. Motion to approve quote from B&J for up to \$4,000 to monitor/inspect the UGI Main Installation project in 9 areas where it crosses the township sewer lines (action item*)
- j. Motion to authorize President Gerald J. Lastowski to execute Right of Way documents for overhead easements as requested by PPL (action item*)

Township Solicitor Report

- a. Update on Exxon Monitoring Wells Agreement
- b. Update on Amusement Tax Ordinance (possible action item*)
- c. Motion to authorize the solicitor to advertise for a hearing on July 2, 2018 to amend Ordinance 110 of the Zoning Ordinance and Ordinance No. 77 of the SALDO concerning signs (action item*)
- d. Motion to authorize the solicitor to advertise for a hearing on July 2, 2018 to amend Ordinance 110 of the Zoning Ordinance, to provide for the establishment and regulation of medical marijuana facilities (action item*)
- e. Motion to rescind Resolution 2018-38 denying preliminary/final plan approval of the Ertle Enterprises, Inc Land Development plan (action item*)

Resolutions

Public Comment

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

Executive Session – if necessary

Adjournment

(Action Item*)

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POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
APRIL 30th, 2018 7:00 P.M.

DRAFT
Revised 5/4/2018

The sewer meeting of the Pocono Township Commissioners was held on Tuesday, 04/30/2018 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 7:00 p.m., followed by the Pledge of Allegiance.

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

IN ATTENDANCE:

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

ANNOUNCEMENTS:

- A) This meeting replaces the May 7th, 2018 Regular Board of Commissioners' meeting.
- B) Regular May 21th, 2018 Board of Commissioners' meeting will be held May 15th, 2018.
- C) Spring Cleanup is May 3rd, 4th, and 5th from 7:30 a.m. to 3:00 p.m.
- D) Peace Officers Memorial Day will be held May 15th from 4:00 p.m. to 8:00 p.m. at the TLC park.
- E) An executive session was held on April 19th, 2018 to discuss personnel and union negotiations.
- F) An executive session was held on April 26th, 2018 to discuss personnel and union negotiations.

PRESENTATION:

Resolution 2018-40 Eagle Scout Jared Thomas Cziko - J. Lastowski read the Resolution and commended Jared Cziko on behalf of the Board for his project and his dedication to the community.

J. Lastowski made a motion, seconded by R. Wielebinski, to adopt Resolution 2018-40 congratulating Jared Thomas Cziko for earning the rank of Eagle Scout. J. Lastowski opened the floor to public comment. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

PUBLIC COMMENT:

Diane Zwiefel, Twp. resident, spoke in favor of not expanding the burning hours. She provided the Board with information on the dangers of burning. J. Belvin, Commissioner, noted several residents requested additional times since they worked and/or were unable to burn at night or Saturday. Diane Zwiefel, Twp. resident, questioned if any changes to the ordinance would be by public hearing. L. DeVito, Twp. Solicitor, noted it would require a public hearing for adoption by the Board.

Ellen Gnant, Twp. resident, questioned why a comment she made on the sunshine law at the last meeting was not included in the 04/16/2018 minutes.

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/30/2018
CONDITIONAL EMPLOYMENT CONT:

DRAFT PG. 3

R. Wielebinski made a motion, seconded by J. Belvin, to extend an offer of employment to Jeremiah Johnson and Brian Bird, pending a positive outcome of additional testing. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Financial Transactions-

R. Wielebinski made a motion, seconded by J. Lastowski, to ratify vouchers payable for the period ending 04/27/2018 in the amount of \$1,311.43. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Lastowski made a motion, seconded by R. Wielebinski, to ratify gross payroll for pay period ending 04/22/2018 in the amount of \$74,955.74. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to approve voucher payables received through 04/27/2018 in the amount of \$77,361.95. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

J. Lastowski made a motion, seconded by R. Wielebinski, to approve Capital expenditures received through 04/27/2018 in the amount of \$14,504.39. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Capital Purchases

Mt. View Park project

R. Wielebinski made a motion, seconded by J. Belvin, to award the rubberized flooring project at Mountain View Park to the Playground Pros as the lowest of three quotes at \$12,375.00 for approximately 900 sq.ft., 2.5" deep rubberized flooring extending the Crossing Abilities play area, pending review of final agreement by the Twp. Solicitor. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Travel/Training Authorizations - None

REPORT OF THE PRESIDENT

Gerald Lastowski, President - No report

COMMISSIONERS COMMENTS

Robert M. DeYoung, Vice-President - absent

Harold Werkheiser, Commissioner - absent

ADMINISTRATION CONT:

Eckert Seamans

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the President of the Board to sign the document to authorize continued representation by Jens H. Damgaard, whom is now with Eckert Seamans, Cherin & Mellott, LLC. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

Public Works

D. Asure, Twp. Manager, noted Sanofi Pasteur is holding a charity event on 09/15/2018 at Mt. View Park, and the Township has waived the fees for the event.

Township Engineer Report

Status Report on Sewer Redesign - J. Tresslar, Twp. Engineer, noted Valve Station No. 1 is operating and is working as predicted.

Route 611 Sewer Line Relocation Work Update - J. Tresslar, Twp. Engineer, noted a meeting was held with PennDOT and discussion occurred on the lack of progress by the contractor. J. Lastowski requested J. Tresslar reach out to PennDOT to note the Township's disappointment with the lack of progress.

Sanofi Sanitary Sewer Easement - No report.

Enclosure for Valve Station #5 - J. Tresslar, Twp. Engineer, noted a pre-bid meeting was held. Bid opening will be 05/23/2018.

White Oak Culvert replacement project - The permit application was sent to DEP for review.

Fish Hill Road Storm System Notice of Violation from MCCC - J. Tresslar, Twp. Engineer, explained a contractor was contacted to vacuum the stilling basin and culvert. R. Wielebinski questioned if additional quotes were received. J. Lastowski asked if additional culverts should be included with the quote. Discussion followed. J. Tresslar noted it is estimated to take 10 hours at a cost of approximately \$2,500.00.

TLC Bridge - J. Tresslar, Twp. Engineer, noted a grant with a 15% match is available for the project through DCED. He estimates the cost to be approximately \$100,000 to \$125,000 to repair. He noted the abutment has lost a large piece, decking to be replaced, steel support beams need to be sand blasted and painted, etc. Discussion followed. J. Lastowski questioned PennDOT's plans and the possible impact on the TLC bridge. J. Lastowski made a motion, seconded by J. Belvin, to authorize the Township Engineer to proceed with the submittal of a DCED grant for the repair of the TLC bridge with a 15% match and engineering fees of approximately \$4,000 to \$5,000. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

RESOLUTIONS CONT:

Resolution 2018-39 - Amending Resolution 2017-03 Park Board

L. DeVito, Twp. Solicitor, explained the Recreation Committee was established by Ordinance - 2014-10. In 2017 a Park and Recreation Board was created by Resolution 2017-03. L. DeVito, Twp. Solicitor noted since the establishment of a Recreation Committee was adopted by Ordinance, the proposed amendment is required to be by Ordinance. Discussion followed. J. Lastowski directed L. DeVito to include the original Ordinance, changes from Resolution 2017-03, and proposed amendment, to prepare a draft Recreation Board ordinance.

PUBLIC COMMENT:

Maxine Turbolski, Twp. resident, questioned if the Township is considering hiring a Road Master. J. Lastowski noted they have hired a Road Supervisor.

Maxine Turbolski, Twp. resident, noted damage to yards and driveways from the snow plows on Pippin Way.

Maxine Turbolski, Twp. resident, questioned if time clocks are being used by employees. D. Asure, Twp. Manager, noted they are.

Maxine Turbolski, Twp. resident, questioned the proposed development in Tobyhanna that is requesting sewer. She stated she felt the sewer should be kept for Pocono residents, first.

Christopher Ortolan, Twp. resident, questioned the architect review of the buildings. J. Lastowski noted a meeting will be held with the architect on 05/16/2018.

Ellen Gndt, Twp. resident, questioned when the financial statements will be presented. D. Asure noted they are working on it.

Ellen Gndt, Twp. resident, questioned why public comment was not allowed on the TLC Ballfields item. L. DeVito, Twp. Solicitor, noted it was tabled and no action was taken.

ADJOURNMENT INTO EXECUTIVE SESSION:

R. Wielebinski made a motion, seconded by J. Lastowski, to adjourn the meeting into executive session to discuss a personnel matter at 8:25 p.m.

Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP BOARD OF COMMISSIONERS
Work Session Minutes

DATE: May 16, 2018

TIME: 4:05 pm

PLACE: Township Building

PRESIDING COMMISSIONER: Jerry Lastowski

ROLL CALL:

Harold Werkheiser - Absent
Richard Wielebinski – Present
Robert DeYoung – Absent
Jerrod Belvin – Present

Also present were Joe Phillips, Architect of Phillips & Donovan, Architects LLC, Jon Tressler, Boucher & James, Township Engineer and Donna Asure-Township Manager

The work session was called to order at 4:05pm by President Lastowski.

The purpose of the work session was to discuss with the architect the draft of space requirements as requested by each department (Administration, Public Works and Police), the needs of the township going forward and the options available.

Topics discussed were –

- The space request from each department
- The footprint it would create on the current township municipal complex if all requests were granted
- Whether the township departments should be together on one site or separated
- The amount of land that would be needed to develop a municipal complex
- Township owned properties and the feasibility of their use and in some instances their purchase through the county open space program and the restrictions in place
- Other properties within Pocono Township that may be available for purchase for the development of a municipal complex.

Public comment –

Ellen Gnanidt –

- asked whether there were benefits to keep the police here with the fire and ambulance companies
- suggested that the Board look at the community center developed by Coolbaugh Township

Pam Tripus -

- asked whether the township could trade land in place of open space land purchased through the county open space program.

The Township Manager was asked to work with the township engineer to research all township owned property for possible development, to find out if county purchased open space land could be traded for other land and to contact a commercial realtor to find out the availability of property between 5 and 10 acres.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN DURING WORK SESSION.

The work session ended at 4:52pm.

Submitted by:

Donna M. Asure
Township Manager

POCONO TOWNSHIP BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
MAY 21st, 2018 5:30 P.M.

DRAFT

The Regular meeting of the Pocono Township Commissioners was held on Tuesday May 21st, 2018 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 5:30 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Gerald Lastowski, present; Bob M. DeYoung, present; Harold Werkheiser, absent; Richard Wielebinski, absent; and Jerrod Belvin, present by phone.

IN ATTENDANCE:

John Harrison, Twp. Solicitor, Broughal & DeVito; Donna Asure, Township Manager; and Pamela Tripus, Township Secretary, were present.

PUBLIC COMMENT: Ellen Gndt, Twp. resident, questioned why the 05/21/2018 agenda did not include the ratified items from the cancelled 05/15/2018 BOC. J. Lastowski noted only items that required action were put on the 21st agenda. The ratified items and regular agenda items will be on the first meeting in June. Discussion followed.

Ellen Gndt, Twp. resident, questioned the change from the posted draft bill's list. D. Asure, Twp. Manager, noted the interest payment and arbitrator costs were added. Discussion followed.

Ellen Gndt, Twp. resident, questioned the hearing for the codification. J. Lastowski explained it was on the agenda to set the date of the hearing.

Ellen Gndt, Twp. resident, questioned if the zoning ordinance would be amended before Codification. J. Lastowski explained Codification is for the including current ordinances into one document. Changes, if found, would be done later. D. Asure, Twp. Manager, explained some changes were made during the codification process - definitions, etc.

Ellen Gndt, Twp. resident, read a definition in the sign ordinance, and noted in her opinion a contradiction in the sign ordinance. Ellen Gndt, Twp. resident, noted various businesses she felt were in violation of the sign ordinance. J. Lastowski will discuss her concerns with the Zoning Officer. Discussion followed.

Diane Zwiefel, Twp. resident, questioned the burn ordinance and a conflict in the ordinance. J. Lastowski will ask the solicitor to review.

ANNOUNCEMENTS:

An executive session was held on April 30th for personnel.

An executive session was held on May 16th for personnel, union negotiations, and litigation.

J. Lastowski noted no hearings will be held at tonight's meeting.

PRESENTATIONS:

Drop Box for the Collection of Flags - Bella Fisher addressed the Board and requested permission to place a drop box and flyers at the Township for the collection of flags for a flag retirement ceremony. The project is part of achieving Girl Scout Gold Award.

BOARD OF COMMISSIONERS' REGULAR MEETING, 05/21/2018

PRESENTATIONS CONT:

J. Lastowski made a motion, seconded by J. Belvin, to allow Bella Fisher to place a drop box and flyers for the collection of flags for a retirement ceremony on 06/09/2018. J. Lastowski opened the meeting for Public Comment. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski asked Bella Fisher her opinion on allowing Girl Scouts into the Boy Scouts. Bella Fisher explained she didn't see the need unless a specific program would benefit the different Scouting groups.

MINUTES:

Board of Commissioners 04/30/2018 regular minutes - J. Lastowski made a motion, seconded by J. Belvin. B. DeYoung noted he was absent at the 04/30 meeting and would abstain. J. Lastowski and J. Belvin withdrew the motion. Due to lack of quorum to approve the minutes, the motion will be placed on the next agenda.

PERSONNEL:

PARK

Ratify the hiring of Alyssa Bullis as seasonal park employee - B. DeYoung noted due to a conflict he would abstain from voting. Due to lack of quorum to approve the hiring, the motion will be placed on the next agenda.

FINANCIAL TRANSACTIONS:

Ratify Voucher's Payable

J. Lastowski made a motion, seconded by B. DeYoung, to ratify vouchers payable for the period ending 05/18/2018 in the amount of \$3,054.43. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Ratify Gross Payroll

J. Lastowski made a motion, seconded by B. DeYoung, to ratify gross payroll for pay period ending 05/06/2018 in the amount of \$76,975.01. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Voucher's Payable

J. Lastowski made a motion, seconded by B. DeYoung, to approve vouchers payable totaling \$327,186.58 for period ending 05/18/2018. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Capital Expenditures

J. Lastowski made a motion, seconded by J. Belvin, to approve capital expenditures received through 05/18/2018 in the amount of \$36,951.00. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

REPORT OF THE PRESIDENT:

Gerald Lastowski, President - no report.

COMMISSIONERS REPORTS:

Robert M. DeYoung, Vice President - no report.

Harold Werkheiser, Commissioner - absent.

Richard Wielebinski, Commissioner - absent.

Jerrold Belvin, Commissioner - no report.

REPORTS:

Administration - Manager's Report -

Leeward - Request for Police Presence - D.ASURE, Twp. Manager, explained Leeward is requesting Police Officers and patrol cars for guiding traffic during the construction project on Rt. 611. She noted the Township's Police Department is short-handed. J. Lastowski noted the Township is not equipped to help them.

Resignation of Nathan Laubach - Park Board - D.ASURE, Twp. Manager, explained Nathan Laubach submitted his resignation from the Park Board. D.ASURE noted a thank you letter for his service was sent and the vacancy is posted on the Township website.

TLC Bridge Repair Grant - D.ASURE, Twp. Manager, drafted a letter stating the Township is providing a 15% match for the grant. J. Lastowski a motion, seconded by B. DeYoung, to authorizing the Township Manager to submit a letter for the GTRP grant, guaranteeing the required 15% match for the repairs to the TLC Bridge of approximately \$18,646.00 from the general fund. B. DeYoung questioned if the State changed the location of the 715 realignment, could the application be rescinded? D.ASURE noted PennDOT should finalize their plans by late summer and if the re-alignment would impact the bridge, the grant application would be cancelled. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PUBLIC WORKS REPORT:

Paving Project - D.ASURE, Twp. Manager noted she is waiting on confirmation of start date and schedule. Hanson Aggregates hoped to start this week. The Tar and Chip project is scheduled to start the second week in June.

TOWNSHIP SOLICITOR REPORT:

Codification Ordinance - John Harrison, Twp. Solicitor, requested a motion to authorize the Solicitor to advertise the hearing for 08/06/2018.

BOARD OF COMMISSIONERS' REGULAR MEETING, 05/21/2018
CODIFICATION ORD. CONT.

PG. 04

DRAFT

J. Lastowski made a motion, seconded by B. DeYoung, to authorize the Township Solicitor to advertise for a hearing concerning the adoption of the codification of the Pocono Township Zoning Ordinances and SALDO for 08/06/2018. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

BCRA

J. Lastowski made a motion, seconded by B. DeYoung, to execute the Second Supplement to the Inter-Municipal Agreement with BCRA as approved by Ordinance 2017-04. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

RESOLUTION:

Resolution 2018-39 - GTRP Grant

J. Lastowski made a motion, seconded by B. DeYoung, to approve Resolution 2018-39 in support of the GTRP grant application for the TLC pedestrian bridge repair. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PUBLIC COMMENT:

Diane Zwiefel, Twp. resident, commented on the postings of the meetings on the website.

Ellen Gndt, Twp. resident, questioned the 15% of the GTRP grant, which in her opinion the amount was incorrect. D. Asure, Twp. Manager, explained the breakout of the grant request.

ADJOURNMENT:

B. DeYoung made a motion, seconded by J. Belvin, to adjourn the meeting at 6:05 p.m. Roll call vote: J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

DRAFT - 5/31/18

LABOR AGREEMENT

Between POCONO TOWNSHIP, PENNSYLVANIA, hereinafter called "Employer", and TEAMSTER LOCAL UNION NO. 773, hereinafter called "Union".

Effective January 1, 2018 through December 31, 2022

The parties reserve the right to correct errors and omissions.

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1	
RECOGNITION	1
ARTICLE 2	
DURATION OF AGREEMENT	1
ARTICLE 3	
MAINTENANCE OF MEMBERSHIP AND DUES CHECKOFF	2
ARTICLE 4	
MANAGEMENT RIGHTS	3
ARTICLE 5	
GRIEVANCE PROCEDURE	5
ARTICLE 6	
SENIORITY	7
ARTICLE 7	
PROBATIONARY EMPLOYEES	8
ARTICLE 8	
WAGES	9
ARTICLE 9	
HOURS OF WORK	11
ARTICLE 10	
HOLIDAYS	14
ARTICLE 11	
BEREAVEMENT	15
ARTICLE 12	
VACATIONS	15
ARTICLE 13	
SAFETY AND WELFARE	18

ARTICLE 14	
HEALTH AND WELFARE	19
ARTICLE 15	
SICK LEAVE	20
ARTICLE 16	
NON-DISCRIMINATION	22
ARTICLE 17	
SUSPENSION AND DISCHARGE.....	23
ARTICLE 18	
NON-BARGAINING UNIT WORKERS	24
ARTICLE 19	
SEPARABILITY AND SAVINGS CLAUSE.....	24
ARTICLE 20	
RETIREMENT FUND	24
ARTICLE 21	
MAINTENANCE OF STANDARDS.....	25
ARTICLE 22	
UNION RIGHTS AND PRIVILEGES	25
ARTICLE 23	
LEAVES OF ABSENCE.....	26
ARTICLE 24	
SUBCONTRACTING	28
ARTICLE 25 4	
NO STRIKES OR LOCKOUTS	29
ARTICLE 26 5	
DRUG AND ALCOHOL TESTING	29
ARTICLE 27 6	
SMOKING	30
ARTICLE 28 7	
TIME RECORDING	30

ARTICLE 298	
EMPLOYEE CATEGORIES.....	30
ARTICLE 3029	
LICENSING.....	31
ARTICLE 340	
VIDEO MONITORS.....	33
ARTICLE 321	
INTEGRATION.....	34
ARTICLE 332	
<u>RESIDENT COMPLAINTS</u>.....	34
ARTICLE 33	
DURATION & SIGNATURES	34
EXHIBIT A: UNIFORM POLICY: SHORTS	35

AGREEMENT

Made this ____ day of _____, 2018 by and between Pocono Township, herein referred to as the "Employer" and Teamster Local Union #773 of Allentown, Pennsylvania, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive and sole representative for collective bargaining for all full-time and regular part-time nonprofessional employees including but not limited to Road Crew and Clerical employees, and excluding management level employees, supervisors, first-level supervisors, confidential employees and guards in accordance with the Public Employee Relations Act.

ARTICLE 2 – DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 2018 and shall continue in effect until December 31, 2022. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing of its desire to terminate or modify this Agreement by such time as would permit the parties to comply with the collective bargaining schedule established under the Pennsylvania Public Employee Relations Act, Act 195 of 1970. It is further agreed that on the request of either party hereto, the parties will meet at such time or times after July 1, 2022 as necessary for the purpose of negotiating a new contract to be effective January 1, 2023. The purpose of such early meeting is in

order to enable the parties to comply with the provisions of the Public Employee Relations Act.

ARTICLE 3 – MAINTENANCE OF MEMBERSHIP AND DUES CHECKOFF

The Employer agrees that all employees who are presently members of the Union or who become members of the Union during the term of this Agreement shall become subject to the “maintenance of membership” provision as defined in Article 3, Subsection 18 of the Public Employee Relations Act.

Employees who are or who may become members of the Union may resign from the Union during the period of fifteen days prior to the expiration of this Agreement.

The Employer agrees to deduct monthly union dues and/or uniform assessments of the Local Union from the first pay each month from any employee from whom written authorization is received and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made.

A dues checkoff authorization is to be voluntary but once given, it may not be revoked until fifteen (15) days prior to expiration of this Agreement

The Union agrees to indemnify and save the Employer and each individual member thereof, including every Commissioner, officer, appointee and/or employee, harmless against any and all claims, demands, costs, suits and/or other forms of liability of any nature, including back pay and all court or administrative agency costs, counsel fees and all other legal costs and expenses that may arise out of or by reason of action by or action not taken by the

Employer for the purpose of complying with this Article and/or any other provisions of this Agreement.

Employees who are nonmembers of the Union shall be required to pay to the Union a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For purpose of this Article, "Fair Share Fee" shall mean the regular membership dues required of members of Teamster Local Union #773 less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate its duties as exclusive representative. Within thirty (30) days of the effective date of this Agreement, the Union will provide the Township with the names of Employees who are nonmembers of the Union, the amount of the "Fair Share Fee", and a payment schedule for the deduction of the fee. The Township agrees to deduct such fee from the first pay of each month of any employee, in accordance with the schedule provided by the Union, and shall promptly transmit the deducted amount to the Secretary Treasurer of Local #773 in accordance with the provisions of the Public Employee Fair Share Fee Law.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory, constitutional and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer including, but not limited to, the rights, in accordance with their sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be

employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall employees; to set the ~~standards of productivity and the services to be rendered~~; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services, to subcontract, contract out, close down, or relocate the operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, assignment, or service; to control and regulate the use of space, equipment, and other property of the Employer; to introduce new or improved procedures, methods, materials, and equipment; to determine the number, location and operation of departments, divisions, and all other units; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the Employer's mission and to direct its employees.

The failure to exercise any right, prerogative, or function hereby reserved, or the exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the right to exercise such right, prerogative, or function or preclude exercising the same in some other way not in conflict with the express provisions of this Agreement. However, should the Employer decide to begin to exercise any right, prerogative, or function that it had not done so in the past, the Employer will post a notice for two (2) weeks informing the bargaining

unit of its intent to begin enforcing said right, prerogative, or function prior to doing so.

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE 5 - GRIEVANCE PROCEDURE

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement, and there shall be no strikes or cessation of work by the employee or lockouts by the Employer during the term of this Agreement.

The parties to this Agreement confirm that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement is desirable. Accordingly, grievances shall be resolved under the following three (3) step process:

Step 1. The employee(s) initiating the alleged grievance shall discuss the grievance with his/her immediate supervisor within five (5) days after its occurrence or becoming aware of the issue.

The immediate supervisor shall make a written reply to the grievance within five (5) days after its initial presentation.

Step 2. If the action in Step 1. above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, they shall, within

five (5) days, refer it in writing on a form provided by the Union, to the Board of Commissioners.

The Board of Commissioners shall make a written reply to the grievance within ten (10) days after the presentation of the grievance to them.

Step 3. If the action in Step 2 fails to resolve the grievance, the Union shall, within ten (10) days, notify the Employer in writing that they desire to submit the matter to binding arbitration.

Arbitration procedure: If the services of an Impartial Arbitrator are required, the selection of an arbitrator and all proceedings shall be conducted in accordance with Rules and Regulations of the American Arbitration Association. The Arbitrator shall have no power to add to, subtract from, or otherwise modify any of the terms and conditions of this Agreement. The jurisdiction of the Arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement. The Arbitrator shall determine any question of arbitrability. The compensation and proper expenses of the Impartial Arbitrator shall be agreed upon between the Arbitrator and the parties hereto, and each of the parties hereto shall be responsible for, and pay, one-half (½) of the said compensation and expenses. Each party shall bear their own expenses relevant to the arbitration.

Both parties agree to accept the decision of the Arbitrator as final and binding so long as it is consistent with the terms of this Agreement.

General Provisions:

- (a) The time limits set forth in this Article may not be extended verbally, but may be extended only by mutual written

agreement by the representatives of the Employer and the Union.

- (b) For the purpose of this Article "days" shall mean calendar days.

ARTICLE 6 - SENIORITY

Seniority is based on length of continuous service the employee has with the Employer. Seniority shall be accumulated during absence due to illness, layoff or leave of absence as long as such seniority is not terminated in accordance with other provisions of this Agreement.

In all cases of layoff and recall, seniority shall govern with due consideration for ability to perform the particular job. Employees last hired shall be the first laid off providing those employees remaining are capable of performing the available work. When the Employer hires any employees, employees on layoff shall be rehired in reverse order in which they were laid off.

When a vacancy in the bargaining unit occurs, the Employer shall award the position to the employee with the greatest seniority, where the skill and ability of the employees are relatively equal. An employee who is promoted or laterally transferred to a permanent position shall serve a trial period on the new job for a period of 30 calendar days. If he/she is removed from the new job during the trial period, he/she shall be returned to his/her former job without loss of seniority or other benefits. The employee will retain the right to voluntarily return to their original position if they desire to do so during the trial period. The Employer's decision shall be subject to the grievance provisions of the Agreement. For the

purposes of bidding upon a vacancy to a full-time position, length of service as a part-time employee and ability to do the work shall be determinative.

The Employer shall supply the Union with a seniority list of all employees setting forth the date of hire of such employees. This list shall be maintained by the Employer and brought up to date every six (6) months. The Employer shall also supply the Union with a complete list of names, addresses and dates of employment of employees presently laid off, discharged, hired or rehired.

Loss of Seniority: An employee's continuous service and seniority shall be broken and the employee will be taken off the seniority list and deemed terminated if:

1. The employee quits.
2. The employee is discharged for cause.
3. The employee is on layoff for a period in excess of eighteen (18) months.
4. The employee retires.
5. The employee fails to report to work within five (5) workdays upon recall from layoff.
6. The employee is absent from work without permission or notification for three (3) consecutive workdays without a compelling circumstance for reporting off.
7. The employee fails to report after leave of absence.
8. The employee accepts other employment while on leave of absence.

ARTICLE 7 - PROBATIONARY EMPLOYEES

All new employees shall be considered probationary employees for a period of ninety (90) days from the beginning of employment during which time

they shall have no seniority and no rights to any fringe benefits they would otherwise enjoy and be bound by other provisions of this Agreement. A new employee's probationary status may be extended for up to an additional ninety (90) days by mutual agreement between the Employer and the Union. A new employee may be summarily dismissed during the initial probationary period or any extension thereof, at the discretion of the Employer. If such employee is retained beyond the initial or extended probationary period, they shall immediately thereafter be classified as a regular employee and their seniority shall commence as of the date of their original employment.

Time on a leave of absence or on layoff shall not count toward satisfying the probationary period or any extension thereof.

If an employee is otherwise eligible for any benefits at the conclusion of the initial probationary period, such employee shall not be deprived of such benefits as a result of an extension of his/her probation.

ARTICLE 8 – WAGES

For the term of this Contract, the following pay rates shall be in effect.

	2018 (3.5%)	2019 (3.25%)	2020 (3.25%)	2021 (3.0%)	2022 (3.0%)
Getz	\$25.69	\$26.52	\$27.38	\$28.20	\$29.05
Starnier	\$24.44	\$25.23	\$26.05	\$26.83	\$27.63
Loysen	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
Hartshorn	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
Shick	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
Ackerman	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
Fluegel	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
Hineline	\$22.77	\$23.51	\$24.27	\$25.00	\$25.75
	(After 11/28/18)				
Brodsky		\$23.51	\$24.27	\$25.00	\$25.75
		(After 1/16/19)			

~~Additionally, in the first pay period of January, each year of the contract, Getz and Starner shall each be paid a lump sum payment of \$500, which shall be paid in a separate check.~~

Starting rates: The rates of pay for newly hired employees shall be set in accordance with the following schedule, based on the lowest rate for the applicable position (classification and whether full-time or part-time):

<u>Time of Employment</u>	<u>Percentage of Lowest Rate</u>
1- 12 <u>6</u> months	85 <u>80</u> %
13-24 <u>7-12</u> months	90%
25-36 months	95%
After 36 <u>12</u> months	100%

Foreman: There shall be a full-time Foreman position. Any vacancy in this position shall be subject to the posting and bidding procedure as outlined in Article 6. It is further understood that although the CBA specifies a thirty (30) calendar day trial period, the successful bidder of this position shall serve a trial period of ninety (90) calendar days. All other conditions outlined in Article 6 describing job promotions and/or transfers, as they pertain to this position, shall remain in full force and effect.

The employee awarded the "Foreman" position shall receive an hourly wage rate differential of one-dollar-fifty cents (\$1.50) per hour over their current rate for all compensable hours. If the employee works overtime, he/she shall be paid at time-and-one-half of the total regular hourly rate including this differential.

In the event the Township designates any other employee to fill this Foreman position on a temporary basis, and he/she so fills this position for eight ~~(8)~~ four (4) hours or more in a day, he/she would also receive the aforementioned

differential for all hours worked as Acting Foreman during such period of designation. Unless there is only one road crew member working, the Township shall designate an Acting Foreman if the Foreman is not present. Provided further that the Township need not designate an Acting Foreman when the Roadmaster (or equivalent position) is working with the road crew (e.g., when plowing snow).

If and when the Township first employs a Regular Part Time Employee, the parties will negotiate the applicable rate of pay.

Effective upon ratification and approval of this Agreement, employees using a special license as part of their job (not including CDL) shall receive an additional 50¢ per hour.

ARTICLE 9 – HOURS OF WORK

The normal workweek for full-time road crew employees covered by this Agreement shall be forty (40) hours, Monday through Friday, 7:00 A.M. to 3:30 P.M., with two (2) paid fifteen (15) minute breaks and a one-half hour unpaid lunch break.

The normal workweek for full-time clerical employees covered by this Agreement shall be forty (40) hours, Monday through Friday, 8:00 A.M. to 4:30 P.M., with two (2) paid fifteen (15) minute breaks and a one-half hour unpaid lunch break, all of which may be taken as a one (1) hour lunch period, with one-half hour paid and one-half hour unpaid.

Regular part-time employees may be scheduled at the discretion of the Employer; provided however that the schedules for the part-time employees

employed as of the ratification of this Agreement, shall be maintained, subject to the following paragraph.

The Employer shall have the right to change the scheduled days and/or hours of work for full-time and part-time employees on a temporary basis for a specific project upon giving seven (7) calendar days' notice to the affected employees.

Time and one-half (1-1/2) will be paid for all hours worked in excess of 40 compensable hours in any one workweek. There will be no pyramiding of overtime payments under this Agreement.

Employees shall be permitted to earn and accrue compensatory time at the applicable overtime rate in lieu of overtime pay, and will be permitted to accumulate compensatory time up to a maximum of ~~eighty (80)~~ one hundred (100) hours at any given time. Employees shall be permitted to carry over unused compensatory time from calendar year to calendar year. Employees that have accumulated compensatory time may request payout of any or all of their comp time hours on a ~~bi-annual~~ quarterly basis. ~~Such request must be made during the month of June (for payout in the last check in June) or in December (for payout in the last paycheck of December).~~ Requests may be made sooner if an employee provides evidence of an emergency acceptable to the Township Manager. When an employee works additional hours in a workweek that would make him eligible for overtime pay or compensatory time, if the employee wishes to accrue compensatory time, he must notify in writing his supervisor before the

payroll for the applicable workweek is processed. If the employee gives no such notice, he will receive overtime pay.

When an employee wishes to schedule the use of compensatory time, he will submit a written request to his supervisor no less than two days before the intended use. The supervisor will try to inform the employee immediately whether the request can be granted, but in no event less than one day before the intended use. When an employee uses compensatory time, the employee shall receive pay for the compensatory time at the rate of pay in effect at the time the compensatory time is utilized. Compensatory time may be used in ~~two (2)~~ one (1) hour increments.

If the employee leaves Township employment, or is promoted to an exempt status position, the employee shall receive a lump-sum payment for the unused compensatory time utilizing the employee's final regular hourly rate of pay.

No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when reasonably required by the Employer. Any employee shall be given a one-half (1/2) hour paid lunch period for every four (4) hours worked after eight (8) hours in any workday.

Any employee unable to work because of illness or for any other justifiable reason shall notify the Employer as soon as circumstances permit, if possible not later than one hour before the beginning of the shift from which they will be absent. It is recognized that the functions of services performed by Pocono Township employees require the prompt and regular attendance at work of each

employee. Where circumstances make either punctuality or attendance impossible, every effort must be made by the employee to notify the Employer of the deviation from schedule at the earliest possible moment.

The Employer shall determine when there is to be an emergency call out of bargaining unit employees, provided that it will call out bargaining unit employees if it is reasonably anticipated that the bargaining unit work to be performed will take more than one (1) hour. When there is to be such a call out, emergency call-out opportunities shall be offered to full-time employees by seniority, without any rotation. To receive emergency call-out pay, the time worked must be separate from and not continued from a regular workday. When an employee is called out for an emergency, two (2) hours pay is guaranteed. When an employee is called out for an emergency call out, the employee must report for work within a reasonable time (generally not more than one-half hour after receiving the call), except when due to extenuating circumstances.

[Removed Park-Related Paragraphs]

ARTICLE 10 - HOLIDAYS

It is agreed that the following days shall be observed as holidays with full pay for all full-time employees:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
July Fourth
Labor Day
Columbus Day

General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Monday following Thanksgiving Day
Christmas Day

If an employee performs no work on one of the said holidays, the employee shall be paid for that day at their regular hourly rate, excluding overtime or any other premium pay. Actual hours worked (including all compensable Emergency Call-Out time as outlined in Article 9) on one of the said holidays shall be paid for at the rate of one and one half (1 ½) times the regular hourly wage rate, plus the holiday pay. In order to receive holiday pay, an employee must be in compensable status the regularly scheduled work day preceding said holiday and the regularly scheduled work day following said holiday.

If a holiday falls on a Saturday, it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 11 – BEREAVEMENT

All full-time employees, upon the death of a member of their immediate family, shall be given a three (3) working day leave of absence with pay, the last of which shall be taken not later than the seventh day following the day the death occurred. Immediate family shall include only spouse, child, parents, sister, brother, mother or father-in-law, daughter-in-law, son-in-law, grandparent, step children, step parents, and step sister or step brother.

In the event of the death of a full-time employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, the employee will be granted one (1) working day off with pay.

ARTICLE 12 – VACATIONS

Full-time employees shall accrue vacation with full pay each year of the Agreement as follows:

During an employee's first calendar year of employment, if hired in January-March, 4 days; April-June, 3 days; July-September, 2 days; October-December, 1 day

In the second calendar year of employment, 5 days

In the third calendar year, 10 days

In the fourth calendar year, 11 days

In the fifth calendar year, 12 days

In the sixth calendar year, 13 days

In the seventh calendar year, 14 days

In the eighth, ninth and tenth calendar years, 15 days

In the eleventh and subsequent calendar years, one additional day for each additional year of service up to a maximum of 20 days.

Notwithstanding the foregoing, Phillip Starner shall retain his current number of annual vacation days (22).

A week's vacation shall consist of five (5) working days; forty (40) hours pay at the employee's straight-time hourly rate. Employees may take vacation in increments of one-half (1/2) day.

Employees shall make written requests to use blocks of 5 or more vacation days to their immediate supervisor as far in advance as practicable, but in no event less than thirty (30) calendar days in advance; written requests to use shorter blocks of vacation days (½ to 4 ½ days) shall be made no less than 3 working days in advance. Employees may use up to 2 vacation days (This can be done in ½ day increments; thus, up to 4, ½ days.) per calendar year for

emergencies or other extenuating circumstances; verbal notice of such use shall be given as far in advance as practicable, but no less than one-half hour in advance.

In the event extenuating circumstances justify the Township to request that an employee return to work during their vacation period, the employee shall comply with such request as soon as practicable. Such employee who so returns to work from their vacation shall be paid their regular hourly rate of pay for such vacation that they so worked. Such employee shall be given another vacation period with pay for the same number of days they so work during such period as the employee's schedule permits or the employee may elect to take their vacation pay in lieu of additional days off.

If a holiday occurs during an employee's vacation period, such employee shall get an additional day off with pay at a time mutually agreeable between Employer and employee.

Any vacation earned but unused at the end of a calendar year shall be forfeited, unless the employee had previously obtained approval for a vacation which was cancelled by the Employer; or, if an employee is on an extended leave of absence at the end of the year, his vacation time will be paid during the leave of absence.

Layoffs or absences due to illness or injury not exceeding one hundred eighty (180) calendar days shall not limit or abridge the employee's right to full vacation with pay. In a calendar year in which a layoff or absence exceeds one

hundred eighty (180) calendar days, the employee's entitlement for vacation during that calendar year shall be reduced pro rata.

In an employee's final calendar year of employment, the vacation entitlement shall be prorated based on the final date of employment. Only if the employee retires or resigns with at least two weeks' prior notice, the employee will be paid for any earned but unused vacation for that calendar year. If, at the time of separation of employment, for whatever reason, the employee has used more vacation than earned under the proration, the Township shall recoup the used but unearned vacation from the employee's final paycheck.

Employees hired before January 1, 2007 would not be subject to the proration in their final calendar year of employment, but rather would be entitled to the full applicable amount for their final calendar year of service.

ARTICLE 13 – SAFETY AND WELFARE

The Employer in accordance with its established practice shall continue to install and furnish safety devices and equipment for the protection of the lives and health of its employees.

Employees shall be required to utilize all safety apparel and equipment and protective devices in the prescribed manner and shall cooperate to the best of their ability in the prevention of accidents.

All safety and health regulations promulgated by the Employer shall be observed strictly by the employees and the regulations and safety codes promulgated by federal, state and local governmental agencies in the interest of protecting the safety and health of employees shall be strictly observed by the

Employer and by the employees so far as they relate to the operations of the Township. The Township will reimburse an employee for the purchase of steel toe safety boots to the maximum amount of \$150.00 each year of the Agreement. Said reimbursement shall be in the form of a separate check and shall be issued upon the presentation of a receipt for purchase of same.

The Township shall furnish coveralls to Road Crew employees whenever they are required to be worn because of working conditions. Additionally, the Township will furnish a uniform service that will supply five (5) sets of pants and long sleeve shirts for each week. The Township will supply safety colored T-shirts and sweatshirts as needed. Employees must wear this provided apparel and will not be allowed to work without same. The wearing of shorts shall only be permitted in accordance with Exhibit A, attached hereto.

As applicable, employees must have completed the "Prescription Medications that Will/Will Not Impair Ability to Operate CDL Equipment" form. For employees with documented impairment, the Township will try to accommodate; and if unable to do so, the employee may go on medical leave per this Agreement.

ARTICLE 14 – HEALTH AND WELFARE

Full-time employees hired before October 1, 2007 shall be provided with the current medical plans, including the current prescription drug, dental and vision plans. ~~Each employee shall be provided with the same dental plan provided to the Township Police Department employees as in effect at the time of the signing of this Agreement.~~ Commencing October 1, 2007, the Employer may

change the plans and/or providers so long as the benefits and coverage remain substantially similar or the changes are dictated by the carrier.

Employees hired on or after October 1, 2007, shall contribute, through payroll deduction, the following amounts toward their ~~above~~-medical coverages: ~~for dependent coverage, 60% of the difference in premium cost for adding dependent coverage.~~ 1% of total premium in 2018, 2% in 2019, 3% in 2020, 4% in 2021 and 2022. Also, the deductible for such employees shall increase to \$500/\$1500 in 2018.

Employees on approved illness or injury leave shall be covered by the medical plan, under the applicable terms, including employee contributions, for a period of nine (9) months. Employees on a leave for an illness or injury compensable under workers' compensation shall be covered by the medical plan, under the applicable terms, including employee contributions, for a period of 12 months.

The Employer further agrees to continue to provide for each full-time employee, the current disability plan, with ~~the proviso that effective upon approval of this Agreement,~~ the maximum weekly benefit ~~will be increased to~~ of \$500.00.

Full-time employees shall be enrolled, pursuant to the terms of the insurance policy, in the Township life insurance plan, as may be changed from time to time. Should a covered employee leave employment, this policy automatically terminates but provides for certain conversion privileges. The insurance purchased by the Township is term life insurance. A more complete

description can be found in the summary description booklet for the term life insurance purchased by the Township. The basic plan for active employees provides for a ~~seventy-five thousand dollar (\$75,000.00)~~ one hundred thousand dollar (\$100,000.00) life insurance policy, with double indemnity for accidental death and dismemberment. ~~Upon approval of this Agreement, the life insurance benefit will increase to \$100,000.~~ Benefits are not payable for death, including accidental death, under certain circumstances. Those circumstances are described in the plan of insurance, and in the booklet summarizing plan benefits. Employees who wish to develop a thorough understanding of such exclusions should study the plan and/or the plan benefit summary.

ARTICLE 15 – SICK LEAVE

Full-time Employees shall earn sick leave as follows:

Sick leave with full pay shall be earned at the rate of ten (10) working days annually after successfully completing the probationary period. Once an employee has passed his/her initial one (1) year anniversary date, sick leave and sick leave accumulation shall be earned and calculated on an annual basis. Maximum sick leave accumulation shall be nine-hundred-twenty (920) hours.

In the first calendar year of an employee's employment and in the last calendar year of an employee's employment, the amount of sick time accrued shall be pro-rated based on the time employed during such calendar year. This shall apply to new hires after the date of this Agreement. Also, current employees shall receive no pro-rated accrual from their last calendar year of employment.

Sick leave is available to an employee who has earned sick leave when that employee cannot reasonably report to work as a result of a non-work related accident or illness. It is also available to an employee disabled by a work related injury to provide compensation to the employee during any statutory waiting period imposed by Workers Compensation law. Sick leave may not be used during an employee's notice of resignation period, except with a doctor's note.

Any employee who retires after a minimum of ten (10) years of service for the Township, who at that time has accumulated at least 320 hours of sick leave, shall be reimbursed at sixty-five percent (65%) of the average base rate received by that employee for the last thirty-six (36) months of employment for up to one-thousand (1000) hours. For purposes of this provision, "retires" means retiring and collecting a pension or Social Security benefits.

Sick leave may be used to accompany an immediate family member to seek medical attention or to be the caregiver to an ill family member. Except for unanticipated emergency situations, the Department Supervisor must approve such leave one (1) week in advance of the time to be taken. If such notice is not provided, granting or denying the request to use sick leave is at the discretion of management. If such leave is taken for more than three (3) consecutive working days, the employee must provide to management a cogent medical explanation of the basis for the absence. Such leave may be denied where the absence would unreasonably interfere with the Township's ability to accomplish work.

Sick leave is not vacation leave, and it is not to be treated as such. Abuse of sick leave is a disciplinary offense and violators will be subject to the

provisions of Article 17 of this Agreement. In addition, payment for the sick time used may be withheld if the Employee cannot demonstrate that the use of sick leave was appropriate.

Whenever an employee is absent three (3) or more consecutive days where the employee seeks to be compensated for those days through the sick leave benefit, he/she must provide to management a cogent medical explanation documenting the absence from a competent medical practitioner. A medical explanation documenting the absence may also be required where the employee has a history of abusing sick leave or a pattern of abuse, and the employee has been previously warned that a medical excuse will be required for any further absences.

ARTICLE 16 - NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement because of race, sex, age (40 & over), creed, color, disability, national origin, or other legally protected status.

In order to comply with the requirement of making "reasonable accommodation" of persons with disabilities under the Americans With Disabilities Act and the Pennsylvania Human Relations Act, if the Employer is required under applicable law to do so, the Employer may take the measures listed below, with prior notice to the Union, to effect reasonable accommodation:

- (a) Modify the person's working area or equipment to accommodate the disability,
- (b) Provide the person with special equipment or devices to accommodate the disability,
- (c) Provide reserved parking for a person with a mobility impairment,
- (d) Allow the person to provide equipment or devices that the Employer is not required to provide, and
- (e) Restructure the person's job responsibilities by reallocating or redistributing the non-essential functions of the person's position.

ARTICLE 17 – SUSPENSION OR DISCHARGE

The Employer has a right to discharge, suspend or discipline any employee for just cause or as stated under probation.

The Employer shall have the right to publish and enforce reasonable disciplinary rules and safety regulations and enforce amendments or restatements of same provided however, they do not conflict with the provisions contained in this agreement. In such cases, the provisions contained herein would supersede any other rules or regulations.

The Employer agrees that they will notify the Union in writing within forty-eight (48) hours (weekends not included) after any suspension or discharge of any employee and the reasons there of. Such written notice shall also be given to the employee who is suspended or discharged as well as the Union Steward. If any question or dispute arises regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within five (5) working days from the date of such suspension or discharge and a copy of such grievance must be given to the Employer. This grievance shall then be handled

in accordance with the grievance procedure set forth in this Agreement starting with Step 2.

**ARTICLE 18 – SUPERVISORY PERSONNEL NON-BARGAINING UNIT
WORKERS**

The Employer may use non-bargaining unit workers to perform work which bargaining unit employees have not previously performed; to perform bargaining unit work when bargaining unit employees are otherwise unavailable for such work; or to supplement bargaining unit employees for a specific project for a specific time. It is agreed that the Employer will not use non-bargaining unit workers as a method to avoid hiring bargaining unit workers.

It is specifically agreed that the Employer may staff its park operations and maintenance with non-bargaining unit workers. Also, this Article shall not preclude the Roadmaster (or equivalent position) from performing bargaining unit work as in the past.

Regular Part-Time bargaining unit employees shall not be assigned to perform work that would otherwise be performed by full-time bargaining unit employees unless the full-time employees are also scheduled to perform such work or have been offered and declined such work, or are otherwise unavailable for such work.

~~Elected officials of the Township and non-bargaining unit employees will be permitted to do bargaining unit work they previously performed under the same or similar circumstances as in the past.~~

~~Additionally, any elected officials of the Township will be permitted to do bargaining unit work so long as it does not cause the layoff or failure to recall eligible bargaining unit employees.~~

ARTICLE 19 - SEPARABILITY & SAVINGS CLAUSE

If any article or section of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 20 – RETIREMENT FUND

Each eligible employee shall be entitled to retirement benefits as described in the Pocono Township Non-Uniformed Employees Money Purchase Plan as adopted January 1, 1998 and amended January 1, 2001. Further, the Employer agrees to increase the total amount of the contribution to the Trust Fund to be made by the Employer for each plan year, beginning on and after January 1, 2014~~14~~, to eight nine percent (~~89~~90%) of each Participant's compensation.

ARTICLE 21 – MAINTENANCE OF STANDARDS

The Employer agrees to maintain prior conditions of employment that are mandatory subjects of bargaining and that are not the subject of any provisions or conditions addressed elsewhere in this Agreement, except to the extent that

the Employer may modify or otherwise affect such conditions pursuant to the Management Rights Article or any other article of this Agreement.

ARTICLE 22 – UNION RIGHTS & PRIVILEGES

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation of and presentation of grievances.
2. The collection of dues when authorized by the Local Union.
3. The transmission of messages and information that is authorized by the Union and its officers.
4. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

The Employer agrees to provide suitable space for the Union bulletin board in each garage or place of work. Postings by the Union on such boards shall be confined to official business of the Union.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's work schedule. Before any such access or visit during regular hours of work, the Union agent shall contact the Employer to give notice of such access or visit.

ARTICLE 23 – LEAVES OF ABSENCE

General Leave

From time-to-time, an employee may desire a leave of absence for reasons not covered by any of the other leave of absence provisions in this Article. It is within the discretion of the Board of Commissioners to grant such requests for leaves of absence. Such requests will not be granted unless, as a precondition to granting the request, the employee has exhausted available paid leave. Such leave shall only be available to full-time employees, and shall not be available to full-time employees with less than ~~five~~ two years employment with the Employer. Eligible employees with ~~five~~ two or more, but less than ten years of service may be eligible for three months of such leave. Employees with ten or more years of service, shall be eligible for six months of such leave. Such leave shall be without pay and without benefits. An employee who has received such leave is not eligible for another round of such leave unless and until a minimum of two years has passed since the employee last received such leave. Eligible employees who wish to request leave under this provision should do so at least 30 days in advance of foreseeable events.

Jury Leave

Full time employees shall be granted leave with pay if they are called for jury duty, to a maximum of 10 days per calendar year. Should the employee be required to serve longer than this 10 day period, he/she can elect, at his/her option, to use vacation and/or compensatory time for any or all of the extended jury service leave. Employee will be expected to do his/her job if reasonable,

both before the daily court session begins and after it ends. An employee is expected to notify the department supervisor immediately upon receipt of notice that the employee is expected to report for jury duty. The employee shall remit all monies received for such service but shall retain any/all non-court related monies received for travel, transportation, lodging, meals, and the like.

Military Leave

Employees will be granted military leave in strict accordance with the legal requirements of applicable Federal and State law. The employee may apply earned vacation time to the leave if they wish, however, they are not obliged to do so. The Employer shall pay all benefits for eligible employees on leave of absence for annual or special Reserve/National Guard duty training or active duty, providing the leave does not exceed fourteen (14) days in a calendar year.

Family and Medical Leave

The Employer agrees to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA). In determining whether an employee has leave to which they are entitled, a rolling year shall be employed. Also, at the commencement of a leave under this provision, an employee shall have the option to use available vacation and sick time before going into unpaid status. Eligible employees who wish to request leave under this provision should do so at least 30 days in advance of foreseeable events.

Medical Leave

In situations of extended illness or injury, an employee shall be granted a leave of absence for up to 18 months for a non-work related illness or injury, and

up to 24 months for a work-related illness or injury, upon presentation of medical certification of the need for such leave. Such leave under this provision shall be without pay and without benefits, unless specifically provided elsewhere in this Agreement. The maximum durations of leave under this provision shall include any leave time provided under the Family and Medical Leave provision; i.e. if an employee has 12 weeks of leave under the FMLA provision, the maximum available under this medical leave provision would be an additional six months in the case of a non-work related illness or injury. Before returning from a medical leave under this provision, the employee must provide medical certification that he/she is able to perform the essential functions of his/her position, with or without reasonable accommodation, if applicable.

ARTICLE 24 – SUBCONTRACTING

~~The Employer shall have the right to contract or subcontract bargaining unit work, so long as it does not result in the layoff of or failure to recall laid off bargaining unit employees. The Union will be notified in writing when subcontracting bargaining unit work is contemplated. Provided, however, that contractors or subcontractors utilized to perform the work of casual employees will not be employed to work in excess of the regular full time employees' daily working hours.~~

ARTICLE 254 – NO STRIKES OR LOCKOUTS

It is specifically understood and agreed that there shall be no strikes as is defined in the Public Employe Relations Act, being Act 195, including but not limited to a refusal to work, slowdowns, walkouts or other stoppages of work of

any kind during the term of this Agreement. Any employee who engages in such conduct shall be subject disciplinary action, up to and including discharge. The Township agrees that it will not lockout employees during the term of this Agreement.

ARTICLE 265 – DRUG AND ALCOHOL TESTING

The Employer is required by law to have a drug and alcohol testing policy for employees with commercial driver's licenses (CDLs). The details of said policy are set forth in Pocono Township Resolution #279 of the Board of Supervisors adopted December 29, 1995. The Employer shall have the right to establish a drug and alcohol testing program for non CDL employees to conform with the same provisions applicable to CDL qualified employees, as contained in said resolution. Prior to implementation for non CDL employees, the employer will meet and discuss any requested changes with the Union.

Any subsequent changes or modifications of that policy required by law may be made by the employer without prior consultation with the Union. To the extent any contemplated changes or modifications constitute a subject of bargaining with the Union, the Employer shall first meet and discuss such change or modification with the Union.

Additionally, any employee testing positive for illegal drugs may request a split sample of the same specimen to be retested, at the his/her expense. Should the second sample test negative, such test shall be paid for by the Employer.

ARTICLE 276 – SMOKING

Employees are prohibited from smoking in all Township buildings and in Township vehicles or machinery. Employees are also prohibited from smoking on Township property except where specifically designated otherwise by the Board of Commissioners; provided that the parties will agree to such a designated area outside the Township garage.

ARTICLE 287 - TIME RECORDING

The Employer may institute the use of time clocks or other mechanical, electronic, digital, or web-based time-recording devices for the purpose of recording and tracking employees' reporting to work, leaving work, taking lunch, etc. Before actually implementing the use of any such device(s), the Employer will meet and discuss with the Union regarding issues related thereto, such as the time increments to be used for pay purposes, "rounding" of time, location of "clocks", etc.

ARTICLE 298 – EMPLOYEE CATEGORIES

Full-Time Employees – Employees who are regularly scheduled to work forty (40) hours per week.

Regular Part-Time Employees – Employees who are regularly scheduled to work twenty (20) to thirty-nine (39) hours per week. Regular part-time employees will be given first consideration for hire to a full-time position before hiring from the outside. Unless expressly provided for in this Agreement, regular part-time employees will not receive any benefits under this Agreement. This Agreement shall not apply to part-time employees who are regularly scheduled to

work less than twenty (20) hours per week. Regular part-time employees will not be used to create the layoff of full-time employees or be employed while full-time employees are on layoff.

~~Temporary, Seasonal, and Casual Employees~~ — Temporary, seasonal, and casual employees (whether on a full time or part time basis) may from time-to-time be hired on an as needed basis. Such employees will not be considered part of the bargaining unit and will have no rights under the Collective Bargaining Agreement. Such employees will not be used to create layoff of full time employees or be employed while full-time employees are on layoff.

~~Temporary employees shall be employed only during the absence of any regular full time employee. Seasonal employees may be employed to work for a period not to exceed 1200 hours in a calendar year. Seasonal employees are employed only during the months of April through October. Casual employees may be hired on an on-call basis as needed to supplement the regular workforce. In no event shall any temporary, seasonal, or casual employee be permitted to work in excess of the regular full-time employees' daily working hours.~~

ARTICLE 3029 – LICENSING

Should any road crew employee, or any other employee who is required to operate Township vehicles as a condition of his/her employment, lose his/her motor vehicle operator's license, said employee shall, for a period not to exceed six (6) months, be permitted to remain an employee of the Township. The Township shall retain at its sole discretion the ability to utilize said employee for work as may be necessary. Should the employee's services not be deemed

necessary by the Township, he/she shall remain on leave without pay for that period of time. The employee may utilize vacation and compensatory time as available during this period of time. Any future loss of license shall result in dismissal.

The Township desires to have at least one (1) current employee obtain a Pennsylvania Pesticide Public Applicator Certification, including certification in at least the following two (2) categories:

#10 – Right of Way; and

#23 – Parks/School Pest Control

The Township shall post the position for bidding by current employees. At the close of the bidding period, the position shall be awarded to the senior most bidder. The successful bidder shall be required to obtain this certification not later than four (4) months after being awarded the position or May 31, whichever is later. This employee shall be considered the primary Certified Applicator. Upon successful certification, the Township shall reimburse the employee for all fees incurred in training, testing and renewal of the certification. Upon certification, the employee shall then receive an hourly wage rate differential of fifty cents (\$.50) per hour over his/her current rate for all compensable hours. If the employee works overtime, he/she shall be paid at time-and-one-half of the total regular hourly rate including this differential.

The Township shall also, and again by greatest seniority of those employees who bid, offer a second employee the opportunity to also obtain said certification. This employee shall be considered the secondary Certified

Applicator. Upon successful certification, the Township shall reimburse the employee for all fees incurred in training, testing and renewal of the certification. Once certified, if the Township directs this employee to perform work requiring utilization of his/her certification, he/she would receive the same additional compensation as outlined in the previous paragraph on a daily basis.

The successful bidder(s) shall be permitted to attend all training and/or testing as necessary to obtain and maintain said certification during the regular hours of work with no loss in pay. The Township will also provide the materials required for certification testing and recertification in addition to transportation traveling to and from the training and/or testing facility.

Each Certified Applicator shall be responsible to perform the required work on all Township property and along Township right of ways as directed by the Roadmaster (or equivalent position) utilizing materials and equipment as furnished by the Township.

ARTICLE 340 – VIDEO MONITORS

The Township shall have the right to install video monitoring cameras inside and outside Township buildings and on Township property. Before installing and utilizing the same outside Township buildings, the Township will meet and discuss with the Union. Before installing and utilizing the same inside Township garages and offices in which bargaining unit members work, the Township will meet and negotiate with the Union regarding placement and utilization associated with disciplinary actions.

ARTICLE 321 - INTEGRATION

In as much as during the negotiations the parties have had the opportunity to make proposals with respect to any matter, and the settlement of those matters are set forth herein, it is acknowledged that for the life of this Agreement, the Employer and the Union agree that the other shall not be obligated to bargain collectively with respect to any matter referred to, or covered in this Agreement. Any alterations or modifications to this Agreement must be made by and between the parties hereto and must be in writing.

ARTICLE 32 – RESIDENT COMPLAINTS

When employees are approached by residents regarding issues the resident may have or work the resident wants completed, the employee is to be courteous and respectful at all times. If a resident has a complaint or becomes upset, they are to be referred to the Roadmaster (or equivalent position) or a Township Commissioner. The employee should NOT get into an argument with a resident under any circumstances. Failure to abide by this edict ~~shall~~ may result in disciplinary action against the employee.

ARTICLE 33 – DURATION & SIGNATURES

This Agreement is made and entered into this 31st day of May 201418 by and between the Pocono Township Board of Commissioners and Teamster Local #773 of Allentown, Pennsylvania. This Agreement shall become effective as of January 1, 2018 and shall continue in effect until December 31, 2022.

FOR TEAMSTER LOCAL #773

FOR POCONO TOWNSHIP

B. A. Togh

EXHIBIT A

UNIFORM POLICY: SHORTS

TREASURER'S REPORT SUMMARY

Q1 2018

REVENUE

	2018				
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION
Q1	\$ 1,078,653	\$ 1,999	\$ 474,168	\$ 989,205	\$ 1,098
2018 BUDGET	\$ 6,927,688	\$ 4,104,764	\$ 466,734	\$ 4,929,694	\$ 10,000
% OF BUDGET	15.57%	0.05%	101.59%	20.07%	10.98%

	2017				
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION
Q1	\$ 1,326,191	\$ 1,076,726	\$ 450,579	\$ 2,218,867	\$ 3,643,780
2017 BUDGET	\$ 8,507,298	\$ 1,057,942	\$ 444,567	\$ 5,857,061	\$ 2,807,017
% OF BUDGET	15.59%	101.78%	101.35%	37.88%	129.81%

EXPENSES

	2018				
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION
Q1	\$ 1,396,588	\$ 169,043	\$ -	\$ 479,642	\$ 232,686
2018 BUDGET	\$ 6,033,443	\$ 1,718,142	\$ 465,611	\$ 2,833,265	\$ 620,000
% OF BUDGET	23.15%	9.84%	0.00%	16.93%	37.53%

	2017				
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION
Q1	\$ 2,484,026	\$ -	\$ -	\$ 3,652,230	\$ 10,858
2017 BUDGET	\$ 8,627,723	\$ 1,045,942	\$ 444,567	\$ 6,151,469	\$ 702,129
% OF BUDGET	28.79%	0.00%	0.00%	59.37%	1.55%

General Fund
Treasurer's Report: Q1 2018

CASH ACCOUNTS BEGINNING BALANCES*

	Q1 2018
ESSA CD	1,010,500.92
GENERAL CASH	971,155.44
Payroll	1,000.00
Petty Cash	170.98
FEES IN LIEU	108,696.00
*From balance sheet	2,091,523.34

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
Income				
301.100 · Real Estate Taxes - Current	292,895.06	2,884,347.00	-2,591,451.94	10.16%
310.200 · Earned Income Taxes	375,263.67	1,500,000.00	-1,124,736.33	25.02%
Taxes Other				
301.200 · Real Estate Taxes - Delinquent	31,338.98	130,000.00	-98,661.02	24.11%
310.100 · Real Estate Transfer Taxes	101,241.49	190,000.00	-88,758.51	53.29%
310.500 · Local Services Taxes	95,176.28	480,000.00	-384,823.72	19.83%
Total Taxes Other	227,756.75	800,000.00	-572,243.25	28.47%
Licenses, permits and fees				
321.800 · Cable TV Franchise Fees	49,838.57	200,000.00	-150,161.43	24.92%
322.100 · Application fees	2,550.00			
Total Licenses, permits and fees	52,388.57	200,000.00	-147,611.43	26.19%
Fines and Forfeits				
331.100 · Court Fines - District Magistra	17,083.85	50,000.00	-32,916.15	34.17%
331.110 · Motor Vehicle Code Violations	3,155.34	20,000.00	-16,844.66	15.78%
331.200 · Ordinance Violations	0.00			
Total Fines and Forfeits	20,239.19	70,000.00	-49,760.81	28.91%
341.010 · Interest on Investments	4,588.14	28,000.00	-23,411.86	16.39%
Other State Grants				
354.100 · Police Grants	206.88	10,000.00	-9,793.12	2.07%
355.010 · Public Utility Realty Tax	0.00	5,600.00	-5,600.00	0.0%
355.040 · Alcoholic Beverage Licenses	3,000.00	4,000.00	-1,000.00	75.0%
355.050 · Pension System State Aid	0.00	214,141.00	-214,141.00	0.0%
355.070 · Foreign Fire Insurance	0.00	84,000.00	-84,000.00	0.0%
356.100 · State Payments in Lieu of Taxes	0.00	400.00	-400.00	0.0%
Total Other State Grants	3,206.88	318,141.00	-314,934.12	1.01%
357.030 · County Grants	1,571.67			
362.100 · Police Services				
362.101 · Reimbursement Police overtime	0.00	5,000.00	-5,000.00	0.0%
362.100 · Police Services - Other	9,652.50	40,000.00	-30,347.50	24.13%
Total 362.100 · Police Services	9,652.50	45,000.00	-35,347.50	21.45%
Building Permits				
362.410 · Building Permits - BIU	35,438.92	400,000.00	-364,561.08	8.86%
Total Building Permits	35,438.92	400,000.00	-364,561.08	8.86%
Charges for Services				
362.492 · Short Term Rental Permit	2,192.00	2,500.00	-308.00	87.68%
361.310 · Subdivision, Land Develop Fees	1,450.00	10,000.00	-8,550.00	14.5%
361.330 · Zoning Hearing Board Fees	250.00	7,500.00	-7,250.00	3.33%
361.340 · Cond Use, Curative PRD Fees	0.00	3,000.00	-3,000.00	0.0%
361.400 · Plan Review Fees	1,000.00			
361.500 · Sale of Maps and Publications	0.00	100.00	-100.00	0.0%
361.700 · Reproduction of Records	16.95	500.00	-483.05	3.39%
362.110 · Sale of Police Reports	1,470.50	6,000.00	-4,529.50	24.51%
362.130 · Security Alarm Fees	0.00	200.00	-200.00	0.0%
362.300 · Zoning Permits	19,608.90	115,000.00	-95,391.10	17.05%
362.440 · Sewer System Permits	7,057.00	15,000.00	-7,943.00	47.05%
362.450 · Use & Occupancy Permits	975.00	2,500.00	-1,525.00	39.0%
362.475 · Well Permits	700.00	1,500.00	-800.00	46.67%
362.480 · Pool Permits	50.00	100.00	-50.00	50.0%
362.485 · Sign Permits	4,375.00	5,000.00	-625.00	87.5%
362.491 · Fireworks Permits	0.00	300.00	-300.00	0.0%
362.495 · UCC Fees	243.00	500.00	-257.00	48.6%
362.600 · Miscellaneous Permits	100.00	500.00	-400.00	20.0%
363.500 · Public Works Services	0.00	5,000.00	-5,000.00	0.0%
Total Charges for Services	39,488.35	175,200.00	-135,711.65	22.54%

General Fund
Treasurer's Report: Q1 2018

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
367.140 · Pavilion Rental Fees	5,109.60	15,500.00	-10,390.40	32.97%
367.180 · Heritage Center Rental Fees	0.00	1,000.00	-1,000.00	0.0%
Other Operating Revenue				
389.101 · Other Unclassified Revenue	0.00	200,000.00	-200,000.00	0.0%
387.100 · Contributions and Donations	1.00	500.00	-499.00	0.2%
Total Other Operating Revenue	1.00	200,500.00	-200,499.00	0.0%
Other Financing Sources				
391.200 · Distribution of PJJWA Account	0.00	100,000.00	-100,000.00	0.0%
391.100 · Sale of Surplus Property	1,975.00	10,000.00	-8,025.00	19.75%
395.000 · Refunds of Prior Year Expenses	9,077.46	180,000.00	-170,922.54	5.04%
Total Other Financing Sources	11,052.46	290,000.00	-278,947.54	3.81%
Total Income	1,078,652.76	6,927,688.00	-5,849,035.24	15.57%
Expense				
General Government				
400.110 · Salary & Wages - Legislative	4,062.50	16,250.00	-12,187.50	25.0%
400.192 · Legislative SSI Tax	310.75	1,243.00	-932.25	25.0%
400.260 · Minor Equipment	0.00	2,000.00	-2,000.00	0.0%
400.420 · Dues, Subscriptions & Membershi	4,019.50	7,500.00	-3,480.50	53.59%
400.460 · Legislaive -Meetings & Training	1,203.23	1,000.00	203.23	120.32%
400.540 · Legislative - Donations	62.42	1,000.00	-937.58	6.24%
401.110 · Admin Salaries & Wages	19,615.38	90,000.00	-70,384.62	21.8%
401.192 · Admin SSI Taxes	1,500.54	6,885.00	-5,384.46	21.79%
401.196 · Admin Health Insurance	4,077.40	12,480.00	-8,402.60	32.67%
401.197 · Admin HRA Fees	14.85	1,364.00	-1,349.15	1.09%
401.198 · Non-Uniformed Pension Plan	882.69	7,650.00	-6,767.31	11.54%
401.199 · Admin Life and Disability Ins	63.00	756.00	-693.00	8.33%
401.200 · Administration Allowances	0.00	1,000.00	-1,000.00	0.0%
401.220 · Admin Operating Supplies	0.00	8,500.00	-8,500.00	0.0%
401.260 · Admin Minor Equipment	0.00	1,500.00	-1,500.00	0.0%
401.420 · Admin Dues, Subscriptions & Mem	642.99	2,000.00	-1,357.01	32.15%
401.460 · Admin Meetings & Training	518.32	2,500.00	-1,981.68	20.73%
402.110 · Fin Admin Salaries & Wages	7,411.50	50,000.00	-42,588.50	14.82%
402.192 · Fin Admin SSI Taxes	566.99	3,825.00	-3,258.01	14.82%
402.196 · Fin Admin Health Insurance	0.00	12,480.00	-12,480.00	0.0%
402.197 · Fin Admin HRA Fees	0.00	1,364.00	-1,364.00	0.0%
402.198 · Fin Admin Non-Uni Pension Plan	0.00	4,500.00	-4,500.00	0.0%
402.199 · Fin Admin Life & Disability Ins	0.00	804.00	-804.00	0.0%
402.310 · Fin Admin Professional Srvs	11,146.88	20,000.00	-8,853.12	55.73%
403.110 · Tax Collection Salaries & Wages	2,307.72	10,000.00	-7,692.28	23.08%
403.192 · Tax Collection SSI Taxes	176.58	765.00	-588.42	23.08%
403.199 · Tax Collection Bond Ins	1,544.00	2,000.00	-456.00	77.2%
403.215 · Tax Collection Postage	1,534.08	2,000.00	-465.92	76.7%
403.220 · Tax Collection Operating Supply	1,258.46	2,000.00	-741.54	62.92%
403.310 · Tax Collection Professional Srv	7,404.89	30,000.00	-22,595.11	24.68%
404.310 · Township Solicitor	22,810.83	55,000.00	-32,189.17	41.47%
404.314 · Legal Services Special Counsel	0.00	20,000.00	-20,000.00	0.0%
405.110 · Secretary Salaries & Wages	27,650.41	114,945.00	-87,294.59	24.06%
405.120 · Secretary OT	875.08	5,000.00	-4,124.92	17.5%
405.192 · Secretary SSI Taxes	2,173.76	8,898.00	-6,724.24	24.43%
405.196 · Secretary Insurance	13,559.76	40,776.00	-27,216.24	33.25%
405.197 · Secretary HRA Fees	14.85	4,500.00	-4,485.15	0.33%
405.198 · Secretary Non-Uni Pension Plan	2,251.92	10,919.00	-8,667.08	20.62%
405.199 · Secretary Life & Disability Ins	465.00	1,608.00	-1,143.00	28.92%
406.215 · Gen Govt Postage	2,131.69	4,200.00	-2,068.31	50.76%
406.220 · Gen Govt Operation Supplies	1,856.16	7,000.00	-5,143.84	26.52%
406.310 · Gen Govt Professional Srvs	4,449.61	8,500.00	-4,050.39	52.35%
406.320 · Gen Govt Communications	2,745.95	8,000.00	-5,254.05	34.32%
406.340 · Gen Govt Advertising & Printing	1,147.02	6,500.00	-5,352.98	17.65%
406.374 · Gen Govt Office Equipment Maint	0.00	1,000.00	-1,000.00	0.0%
406.384 · Gen Govt Equipment Leases	725.91	6,500.00	-5,774.09	11.17%
407.252 · Computer Parts & Supplies	0.00	1,000.00	-1,000.00	0.0%
407.260 · Technology Minor Equipment	0.00	4,000.00	-4,000.00	0.0%
407.450 · Contracted Services	6,045.50	12,000.00	-5,954.50	50.38%

General Fund
Treasurer's Report: Q1 2018

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
408.310 · Township Engineer	6,859.53	40,000.00	-33,140.47	17.15%
409.220 · Building Operating Supplies	6,166.48	10,000.00	-3,833.52	61.67%
409.360 · Building Utilities	15,110.52	36,000.00	-20,889.48	41.97%
409.373 · Building Maint & Repairs	4,553.04	17,000.00	-12,446.96	26.78%
409.450 · Building Contracted Services	1,133.80	7,000.00	-5,866.20	16.2%
Total General Government	193,051.49	733,712.00	-540,660.51	26.31%
Public Safety				
POLICE				
410.140 · Police Salaries & Wages-Civilia	10,560.00	45,936.00	-35,376.00	22.99%
410.179 · Police Longevity Pay	0.00	45,211.00	-45,211.00	0.0%
410.180 · Police Overtime Wages	20,282.17	125,000.00	-104,717.83	16.23%
410.130 · Police Salaries & Wages-Officer	253,504.49	1,271,960.00	-1,018,455.51	19.93%
410.120 · Police Salaries & Wages-Admin	20,932.80	102,700.00	-81,767.20	20.38%
410.185 · Sick & Vacation Buy Back	27,358.68	60,000.00	-32,641.32	45.6%
410.187 · Police Overtime Civ Support	0.00	500.00	-500.00	0.0%
410.190 · Police HRA Fees	4,754.77	49,288.00	-44,533.23	9.65%
410.191 · Uniform Allowance	937.91	15,200.00	-14,262.09	6.17%
410.192 · Police SSI Taxes	25,357.34	106,868.00	-81,510.66	23.73%
410.196 · Police Health Insurance	157,935.67	499,200.00	-341,264.33	31.64%
410.197 · Police Pension Plan	0.00	200,000.00	-200,000.00	0.0%
410.198 · Police Life & Disability Ins	3,428.01	16,080.00	-12,651.99	21.32%
410.199 · Police Non-Uniform Pension	1,108.80	4,257.96	-3,149.16	26.04%
410.200 · Police 457 Contribution	0.00	6,000.00	-6,000.00	0.0%
410.220 · Police Operating Supplies	196.74	7,500.00	-7,303.26	2.62%
410.221 · Crime Scene Supplies	309.40	1,000.00	-690.60	30.94%
410.222 · Ammunition	0.00	6,000.00	-6,000.00	0.0%
410.231 · Vehicle Fuel	11,237.60	42,000.00	-30,762.40	26.76%
410.260 · Police Minor Equipment	4,539.15	38,500.00	-33,960.85	11.79%
410.310 · Police Professional Services	2,175.00	3,500.00	-1,325.00	62.14%
410.314 · Civil Service Comm Solicitor	995.00	12,000.00	-11,005.00	8.29%
410.320 · Police Communications	4,514.75	15,000.00	-10,485.25	30.1%
410.341 · Police Advertising & Printing	4,082.34	3,500.00	582.34	116.64%
410.373 · Police Maint & Repair Bldg	1,342.15	7,500.00	-6,157.85	17.9%
410.374 · Police Equipment Maint	1,213.34	3,500.00	-2,286.66	34.67%
410.420 · Police Dues, Subscriptions	175.00	1,000.00	-825.00	17.5%
410.450 · Police Contracted Services	42,765.85	70,000.00	-27,234.15	61.09%
410.451 · Police Vehicle Maintenance	5,212.41	25,000.00	-19,787.59	20.85%
410.460 · Police Meetings & Training	3,722.97	5,000.00	-1,277.03	74.46%
Total Police	608,642.34	2,789,200.96	-2,180,558.62	21.82%
OTHER PUBLIC SAFETY				
411.232 · Fire Department Fuel	0.00	7,500.00	-7,500.00	0.0%
411.540 · Foreign Fire Payments	0.00	84,000.00	-84,000.00	0.0%
411.541 · Disbursement to Fire Company	0.00	218,000.00	-218,000.00	0.0%
413.220 · Code Enforcement Supplies	0.00	100.00	-100.00	0.0%
413.260 · Code Enforcement Minor Equip	0.00	100.00	-100.00	0.0%
413.310 · Prof Services - BIU Building	15,696.81	200,000.00	-184,303.19	7.85%
413.311 · Prof Services - SEO	3,857.50	15,000.00	-11,142.50	25.72%
413.319 · Code Enforcement UCC Fees	0.00	1,000.00	-1,000.00	0.0%
413.420 · Code Enforcement Dues & Subs	0.00	250.00	-250.00	0.0%
413.460 · Code Enforcement Meetings	0.00	500.00	-500.00	0.0%
414.110 · Planning & Zoning Salaries	0.00	1,000.00	-1,000.00	0.0%
414.192 · Planning & Zoning SSI Taxes	0.00	77.00	-77.00	0.0%
414.220 · Planning & Zoning Supplies	0.00	5,000.00	-5,000.00	0.0%
414.310 · Planning & Zoning Prof Svcs	10,795.00	42,000.00	-31,205.00	25.7%
414.313 · Planning & Zoning Engineering	0.00	5,000.00	-5,000.00	0.0%
414.314 · Planning & Zoning Legal	2,925.00	20,000.00	-17,075.00	14.63%
414.341 · Planning & Zoning Advertising	59.39	2,500.00	-2,440.61	2.38%
415.220 · Emer Mgmt Operating Supplies	0.00	500.00	-500.00	0.0%
414.319 · MS4 Fees	499.00	5,000.00	-4,501.00	9.98%
415.364 · Emergency Management Operations	0.00	1,500.00	-1,500.00	0.0%
415.460 · Emer Mgmt Meetings & Training	0.00	500.00	-500.00	0.0%
Total Public Safety Other	33,832.70	609,527.00	-575,694.30	5.55%
Total Public Safety	642,475.04	3,398,727.96	-2,756,252.92	18.9%

General Fund
Treasurer's Report: Q1 2018

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
Public Works - Other				
427.220 · Solid Waste Coll Supplies	54.00	1,500.00	-1,446.00	3.6%
427.450 · Contracted Srvs - Clean-Up Days	0.00	16,000.00	-16,000.00	0.0%
Total Public Works - Other	54.00	17,500.00	-17,446.00	0.31%
PW-Hwys, Roads & Streets				
430.110 · Public Works Salaries	80,197.56	457,842.00	-377,644.44	17.52%
430.120 · Public Works OT Wages	15,495.14	20,000.00	-4,504.86	77.48%
430.192 · Public Works SSI Taxes	7,264.75	36,197.00	-28,932.25	20.07%
430.196 · Public Works Insurance	60,971.56	207,633.00	-146,661.44	29.37%
430.197 · PW HRA Fees	0.00	20,035.00	-20,035.00	0.0%
430.198 · Public Works N-U Pension	8,949.43	42,585.00	-33,635.57	21.02%
430.199 · Public Works Life & Disab Ins	1,470.00	7,236.00	-5,766.00	20.32%
430.220 · Public Works Oper Supplies	3,127.84	7,500.00	-4,372.16	41.71%
430.232 · Public Works Diesel	17,463.31	30,000.00	-12,536.69	58.21%
430.234 · Public Works Vehicle Supplies	433.71	10,000.00	-9,566.29	4.34%
430.238 · Public Works Uniforms	678.70	6,000.00	-5,321.30	11.31%
430.260 · Public Works Minor Equip Purch	38.58	2,000.00	-1,961.42	1.93%
430.341 · Public Works Advertising	0.00	500.00	-500.00	0.0%
430.373 · Public Works Maint & Rep Bldg	597.79	5,000.00	-4,402.21	11.96%
430.374 · Public Works Small Equip Maint	99.99	0.00	99.99	100.0%
430.375 · Public Works Heavy Equip Maint	12,077.90	50,000.00	-37,922.10	24.16%
430.384 · Public Works Equip Rental	1,175.00	500.00	675.00	235.0%
430.420 · Public Works Dues, Subscription	35.00	200.00	-165.00	17.5%
430.450 · Public Works Contracted Srvs	9,202.38	25,000.00	-15,797.62	36.81%
430.460 · Public Works Meetings & Trainin	0.00	500.00	-500.00	0.0%
430.650 · Public Works Hand Tool Purch	88.27	500.00	-411.73	17.65%
432.220 · Snow & Ice Rem Oper Supplies	74,746.72	125,000.00	-50,253.28	59.8%
432.375 · Snow & Ice Rem Equipment Maint	2,186.69	8,000.00	-5,813.31	27.33%
432.450 · Snow & Ice Rem Subcontractors	0.00	7,500.00	-7,500.00	0.0%
433.220 · Traffic Signals & Signs Supply	1,109.39	3,000.00	-1,890.61	36.98%
433.360 · Traffic Signals & Signs Utiliti	978.16	4,000.00	-3,021.84	24.45%
433.450 · Traffic Signals Contracted Srvs	4,613.00	8,000.00	-3,387.00	57.66%
438.220 · Road Maint Supplies	2,416.15	70,000.00	-67,583.85	3.45%
438.611 · Line Painting	0.00	20,000.00	-20,000.00	0.0%
438.612 · Crack Sealing	0.00	5,000.00	-5,000.00	0.0%
438.613 · Vegetation Control	0.00	5,000.00	-5,000.00	0.0%
Total PW-Hwys, Roads & Streets	305,417.02	1,184,728.00	-879,310.98	25.78%
Culture and Recreation				
452.390 · Recreation fees	141.20	500.00	-358.80	28.24%
454.110 · Park Salary & Wage	0.00	69,216.00	-69,216.00	0.0%
454.192 · Park SSI	0.00	5,327.00	-5,327.00	0.0%
454.220 · Park Operating Supplies	0.00	3,250.00	-3,250.00	0.0%
454.231 · Park Vehicle Fuel	471.02	1,500.00	-1,028.98	31.4%
454.260 · Park Minor Equipment	0.00	2,000.00	-2,000.00	0.0%
454.320 · Park Communications	254.85	1,860.00	-1,605.15	13.7%
454.340 · Park Advertising & Printing	0.00	1,500.00	-1,500.00	0.0%
454.360 · Park Utilities	1,352.50	3,000.00	-1,647.50	45.08%
454.373 · Park Repairs & Maintenance	185.43	20,000.00	-19,814.57	0.93%
454.374 · Park Equipment Maintenance	121.14	1,500.00	-1,378.86	8.08%
454.450 · Park Contracted Services	1,907.00	12,000.00	-10,093.00	15.89%
454.700 · Park Recreation Board	1,406.75	20,000.00	-18,593.25	7.03%
457.540 · Community Day Celebration	0.00	3,000.00	-3,000.00	0.0%
Total Culture and Recreation	5,839.89	144,653.00	-138,813.11	4.04%
Benefits and Withholding				
483.194 · Employer Pd Unemployment Comp	8,948.36	30,000.00	-21,051.64	29.83%
483.195 · Employer Pd Worker's Comp	116,939.85	173,000.00	-56,060.15	67.6%
Total Benefits and Withholding	125,888.21	203,000.00	-77,111.79	62.01%
Insurance				
486.350 · Property & Liability Insurance	118,901.00	136,500.00	-17,599.00	87.11%
486.355 · Professional Bonds	0.00	9,300.00	-9,300.00	0.0%
Total Insurance	118,901.00	145,800.00	-26,899.00	81.55%
Misc Expenses				
489.100 · Miscellaneous Expenses	0.00			

General Fund
Treasurer's Report: Q1 2018

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
Total Misc Expenses	0.00			
Interfund Transfers Out				
492,310 · Transfer to Capital Fund Reserv	0.00	44,322.00	-44,322.00	0.0%
Total Interfund Transfers Out	0.00	44,322.00	-44,322.00	0.0%
Other Expenses				
463,540 · TIF	0.00	161,000.00	-161,000.00	0.0%
66900 · Reconciliation Discrepancies	4,906.40			
491,000 · Refund of Prior Year Revenues	55.24			
Total Other Expenses	4,961.64	161,000.00	-156,038.36	3.08%
Total Expense	1,396,588.29	6,033,442.96	-4,636,854.67	23.15%
Net Income	-317,935.53	894,245.04	-1,212,180.57	-35.55%
CASH ACCOUNTS ENDING BALANCES*	Q1 2018			
ESSA CD	1,014,019.19			
GENERAL CASH	706,609.14			
Payroll	1,000.00			
Petty Cash	112.91			
FEES IN LIEU	108,750.22			
*From balance sheet	1,830,491.46			

Capital Reserve
Treasurer's Report: Q1 2018

CASH ACCOUNTS BEGINNING BALANCES

	<u>Q1 2018</u>
Keystone CD	1,500,000.00
Capital Reserve Cash	2,718,922.50
Total	<u>4,218,922.50</u>

*From balance sheet

	<u>Q1 2018</u>	<u>Annual Budget</u>	<u>\$ Over/Under Budget</u>	<u>% Budget</u>
Income				
341.010 · Interest on Investments	1,998.72	2,500.00	-501.28	79.95%
392.010 · Transfer from General Fund (balance forward from previous years+ \$44,322 fees in lieu transfer)	0.00	4,102,264.00	-4,102,264.00	
Total Income	<u>1,998.72</u>	<u>4,104,764.00</u>	<u>-4,102,765.28</u>	<u>0.05%</u>
Expense				
409.373 · Municipal Building Facilities	1,221.00	329,513.00	-328,292.00	0.37%
410.373 · Police Facilities	4,232.00	43,600.00	-39,368.00	9.71%
410.740 · Police - Vehicles	163,590.00	171,000.00	-7,410.00	95.67%
430.373 · Public Works Facilities	0.00	30,000.00	-30,000.00	0.00%
430.740 · Public Works - Vehicles	0.00	483,000.00	-483,000.00	0.00%
438.610 · Maintenance & Repairs of Roads	0.00	598,707.00	-598,707.00	0.00%
454.373 · Park Facilities	0.00	62,322.00	-62,322.00	0.00%
Total Expense	<u>169,043.00</u>	<u>1,718,142.00</u>	<u>-1,549,099.00</u>	<u>9.84%</u>
Net Income	<u><u>-167,044.28</u></u>	<u><u>2,386,622.00</u></u>	<u><u>-2,553,666.28</u></u>	

CASH ACCOUNTS ENDING BALANCES

	<u>Q1 2018</u>
Keystone CD	1,500,000.00
Capital Reserve Cash	2,551,878.22
Total	<u>4,051,878.22</u>

*From balance sheet

5/30/2018

Liquid Fuels

Treasurer's Report: Q1 2018

CASH ACCOUNTS BEGINNING BALANCE	<u>Q1 2018</u>			
Liquid Fuels Cash	<u>2,696.56</u>			
Total	<u>2,696.56</u>			
*From balance sheet				
	<u>Q1 2018</u>	<u>Annual Budget</u>	<u>\$ Over/Under Budget</u>	<u>% of Budget</u>
Income				
341.010 · Interest on Investments	170.26	500.00	-329.74	34.05%
355.020 · State Liquid Fuels Funds	<u>473,997.48</u>	<u>466,234.00</u>	<u>7,763.48</u>	<u>101.67%</u>
Total Income	<u>474,167.74</u>	<u>466,734.00</u>	<u>7,433.74</u>	<u>101.59%</u>
Expense				
439.600 · Capital Construction	<u>0.00</u>	<u>465,611.00</u>	<u>-465,611.00</u>	<u>0.0%</u>
Total Expense	<u>0.00</u>	<u>465,611.00</u>	<u>-465,611.00</u>	<u>0.0%</u>
Net Income	<u><u>474,167.74</u></u>	<u><u>1,123.00</u></u>	<u><u>473,044.74</u></u>	<u><u>42,223.31%</u></u>
CASH ACCOUNTS ENDING BALANCE	<u>Q1 2018</u>			
Liquid Fuels Cash	<u>476,167.74</u>			
Total	<u>476,167.74</u>			
*From balance sheet				

Treasurer's Report: Q1 2018

CASH ACCOUNTS BEGINNING BALANCES

Wayne Bank Funding & Checking Accounts

* From balance sheet

Q1 2018
1,535,137.48

*Balance sheet balance

	Q1 2018	Annual Budget	\$ Over/Under Budget	% of Budget
Income				
341.010 · Interest on Investments	1,192.79	7,500.00	-6,307.21	15.9%
362.400 · Connect & Tank Abandonment Fee	125.00	1,250.00	-1,125.00	10.0%
364.110 · Connection/Tapping Fees	2,500.00	1,500,000.00	-1,497,500.00	0.17%
364.115 · Tapping Fees to Working Capital	0.00	0.00	0.00	0.0%
364.120 · Sewer Use Fees	985,386.94	3,420,944.10	-2,435,557.16	28.81%
Total Income	989,204.73	4,929,694.10	-3,940,489.37	20.07%
Gross Profit	989,204.73	4,929,694.10	-3,940,489.37	20.07%
Expense				
429.100 · Utilities				
429.109 · Verizon	305.76			
429.100 · Utilities - Other	9,987.72	40,000.00	-30,012.28	24.97%
Total 429.100 · Utilities	10,293.48	40,000.00	-29,706.52	25.73%
429.200 · BCRA Sewage Treatment	253,209.14	936,000.00	-682,790.86	27.05%
429.244 · Operating Supplies	6,205.49	30,000.00	-23,794.51	20.69%
429.300 · Professional Services	66,086.45	200,000.00	-133,913.55	33.04%
429.374 · Equipment Repair & Maintenance	10,248.45	60,000.00	-49,751.55	17.08%
471.000 · Debt Principal - Long and Short				
471.500 · PennVest Loan	97,329.96			
471.000 · Debt Principal - Long and Short - Other	0.00	1,177,715.00	-1,177,715.00	0.0%
Total 471.000 · Debt Principal - Long and Short	97,329.96	1,177,715.00	-1,080,385.04	8.26%
472.000 · Debt Interest - Long and Short				
472.500 · PennVest Loan Interest	17,165.94			
472.000 · Debt Interest - Long and Short - Other	0.00	389,550.00	-389,550.00	0.0%
Total 472.000 · Debt Interest - Long and Short	17,165.94	389,550.00	-372,384.06	4.41%
489.000 · Uncategorized Expenses	0.00			
491.000 · Refund of Prior Year Revenues	19,102.95			
Total Expense	479,641.86	2,833,265.00	-2,353,623.14	16.93%
Net Income	509,562.87	2,096,429.10	-1,586,866.23	24.31%

CASH ACCOUNTS ENDING BALANCES

Wayne Bank Funding & Checking Accounts

* From balance sheet

Q1 2018
1,603,182.93

Treasurer's Report: Q1 2018

CASH ACCOUNTS BEGINNING BALANCES	Q1 2018
Wayne CD's	2,000,000.00
ESSA Funding & Checking*	887,241.76
Penn Vest Grant	148.22
Total Cash	2,887,389.98

* From balance sheet

	Jan - Mar 18	Annual Budget	\$ Over Budget	% of Budget
Income				
341.010 · Interest on Investments	1,098.30	10,000.00	-8,603.13	13.97%
Total Income	1,098.30	10,000.00	-8,603.13	13.97%
Expense				
404.310 · Professional Services	0.00	5,000.00	-5,000.00	0.0%
429.200 · General Project	0.00			
429.313 · Engineering - Collection System	17,020.60	65,000.00	-43,139.95	33.63%
429.602 · Collection System Construction	215,665.45	550,000.00	-293,279.00	46.68%
Total Expense	232,686.05	620,000.00	-341,418.95	44.93%
Net Income	-231,587.75	-610,000.00	332,815.82	45.44%

CASH ACCOUNTS ENDING BALANCES	Q1 2018
Wayne CD's	2,000,000.00
ESSA Funding & Checking*	655,802.23
Penn Vest Grant**	0.00
	2,655,802.23

* From balance sheet

**Account closed on 2/2018 and balance moved to the sewer construction funding account

Good morning,

Please consider providing the funding necessary to repair or replace the foot bridge crossing over the Pocono Creek to Tannersville Learning Center (TLC) field. This is the primary access for both, players and family members of Pocono Mountain East Little League softball and Pocono Pride Fastpitch Travel Softball organizations who use this field.

The footbridge is showing accelerated damage to the concrete as it is being to pit and crack. It continues to get worse each year and is becoming a tripping hazard for everyone who uses it, especially elderly and small children. The guard rails and fencing are also rapidly deteriorating which is the only means of protection from someone falling through and down into the creek below in the event that they trip.

This field is used daily. Pocono Pride uses this field on Tuesday, Thursday and Sunday's. Pocono Mountain East Little League uses this field Monday, Wednesday, Friday and Saturday's. It is an unreplaceable field for girls' softball in the Pocono Mountain School district. As field usage for the girls' softball programs continue to become less frequent due to use by adult leagues and growing boys travel programs; it is imperative that we maintain the few fields the girls have access to.

If need be I can be reached for further comment or discussion at 570-269-8324 or by email sean@sierranoelle.com.

Sincerest Regards,



Sean Van Winkle
Pocono Pride 14U Red Fastpitch Travel Softball Coach
Pocono Mountain East Little League Board Member/coach



RECEIVED

MAY 7 - 2018

POCONO TOWNSHIP

Pocono Township Board of Supervisors
P O BOX 197
TANNERSVILLE, PA 18372

Policy Number: 06171162
Date of Invoice: 05/01/2018
>>>Payment Due: 05/26/2018
Amount Due: \$15,688.00



Write Amount Paid

Please return this portion with your payment.



Please retain this portion for your records.

Policy #: 06171162

Date of Invoice: 05/01/2018

Previous Balance

\$0.00

Post Date	Description	Eff Date	Exp Date	Amount
04/06/2018	Audit Premium	01/01/2017	01/01/2018	\$15,426.00
04/06/2018	Audit Assessment	01/01/2017	01/01/2018	\$262.00

01,483.195

Amount Due

\$15,688.00

Please note that all current charges must be received at SWIF by the Payment Due date. Payments or credits received after that date will cause your policy to go into a Pending Cancel status. Payments made to a broker of record/agency do not represent a payment made to SWIF.

State Workers' Insurance Fund (SWIF) no longer accepts cash as a form of payment. Please make check(s) and/or money order(s) payable to SWIF. To ensure timely processing of your payment, please use black or blue ink. When you provide a check as payment, you authorize State Workers' Insurance Fund (SWIF) to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

For Information call: Underwriting: (570) 963-4635, Accounting: (570) 963-4611 or Auditing: (570) 963-4635.

Copy To: EHD

Be advised that your policy with the State Workers' Insurance Fund expired on

SWIF - POL102D

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.pa.gov/swif
Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program



pennsylvania

DEPARTMENT OF LABOR & INDUSTRY

STATE WORKERS' INSURANCE FUND

FINAL AUDIT DETAIL

Invoice Date: 05/01/2018

Policy #: 06171162 Pocono Township Board of Supervisors

Policy Period: 01/01/2017 to 01/01/2018

Code No.	Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
0951	SALESPERSON - OUTSIDE Eff: 01/01/2017 Exp: 01/01/2018	0	.92	0
0953	OFFICE Eff: 01/01/2017 Exp: 01/01/2018	306,512	.36	1,103
0980	CITY, TOWNSHIP, BOROUGH Eff: 01/01/2017 Exp: 01/01/2018	438,479	12.55	55,029
0985	POLICE OR FIREFIGHTERS - SALARIED Eff: 01/01/2017 Exp: 01/01/2018	1,504,923	9.93	149,439
0994	FIREFIGHTER - VOLUNTEER FIRE CO. PER SIZE Eff: 01/01/2017 Exp: 01/01/2018	1	28921.93	28,922
9807	Commercial Employers Liability Increased Limits Premium Eff: 01/01/2017 Exp: 01/01/2018	234,493	1.10	2579

	Premium		237,072
	Experience Modifiable Premium		237,072
9898	Experience Modification of	1.1220	28,923
9889	Schedule Modification of	1.2500	66,499
0064	Premium Discount - PCRB		39,649
9740	Commercial Terrorism Premium	.0600	1,350
9741	Commercial Catastrophe (Other Than Certified Acts of Terrorism) Premium	.0300	675
	Annual Premium		294,870
0938	Audit Employer Assessment - PCRB	1.0170	5,013
	Total Annual Premium and Assessment		299,883

Amount Previously Billed: \$284,195.00

Final Audit Amount Due: \$15,688.00

State Workers' Insurance Fund (SWIF) no longer accepts cash as a form of payment.
Please make check(s) and/or money order(s) payable to SWIF.

SWIF - POL104B

Department of Labor & Industry | State Workers' Insurance Fund | 100 Lackawanna Avenue
P.O. Box 5100 | Scranton, PA 18505-5100 | 570-963-4635 | www.dli.pa.gov/swif
Auxiliary aids and services are available upon request to individuals with disabilities.
Equal Opportunity Employer/Program

Pension Plans Compensation Language

CURRENT DEFINITION

"COMPENSATION" means compensation reportable as wages, tips and other compensation on Federal Form W-2 as required by sections 6041, 6051 and 6052 of the code, including overtime, comp. time, and longevity, but excluding severance payments, accrued vacation payment, accrued sick days payment, and similar non-recurring compensation. Compensation shall include only that compensation which is actually paid to the Participant during the applicable period.

RECOMMENDED CHANGES TO DEFINITION

"COMPENSATION" means compensation reportable as wages, tips and other compensation on Federal Form W-2 as required by sections 6041, 6051 and 6052 of the Code, including overtime, comp. time and longevity, but excluding severance payments, unused vacation buyouts, unused sick days buyouts, holiday buyouts, comp. time buyouts, Group Term Insurance, reimbursement for uniform allowances, and similar non-recurring compensation. Compensation shall include only that compensation which is actually paid to the Participant during the applicable period.

Donna Asure

From: Laura Prego <laura@beyerbarber.com>
Sent: Friday, May 11, 2018 10:05 AM
To: Donna Asure
Subject: Quote for Amendments

Hi Donna,

The charge for preparing the amendment for the Police DB Plan would be Time & Charges with a minimum fee of \$300.
The charge for preparing the amendment for the NU DC Plan would be Time & Charges with a minimum fee of \$300.

Laura A. Prego, EA, MAAA, MSPA
Actuary
Beyer-Barber Company
(610) 435-9577
(610) 435-2663 (fax)
lprego@beyerbarber.com

This email message and any attachments are intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received and/or are viewing this email in error, please immediately notify the sender by reply email and destroy all copies of this message and any attachments from your system. Thank you.

POCONO TOWNSHIP
Monday, June 04, 2018

SUMMARY

Ratify

General Fund	\$	82,888.90
Sewer Operating	\$	99,621.42
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	36,445.76
TOTAL Sewer <u>OPERATING</u> Fund	\$	11,314.12
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	8,141.90
TOTAL Capital Reserve Fund	\$	19,602.60

<u>Budget Adjustments</u>	\$	-
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<u>Budget Appropriations</u>	\$	-
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Notes:

Check # 2172 for \$180 replaces check # 2150 for \$255 made to Broughal & Devito. Check # 2150 was approved on 5/21/18

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, June 04, 2018

General Fund	Date	Check	Vendor	Memo	Amount
Payroll	05/25/2018			PAY 10	82,563.45
General Expenditures					<u>\$82,563.45</u>
				TOTAL PAYROLL	
					325.45
				TOTAL General Fund Bills	<u>\$ 325.45</u>
Sewer Operating Fund					
	05/24/2018	2168	BLUE RIDGE COMMUNICATION	PHONE/INTERNET PUMP STATIONS	120.92
	05/24/2018	2169	WAYNE BANK	INTEREST PAYMENT WAYNE BANK LOAN	38,917.83
	05/25/2018	2170	KEYSTONE BANK	INTEREST PAYMENT KEYSTONE LOAN	60,218.73
	05/25/2018	2171	MET-ED	UTILITIES PUMP STATION 4	363.94
					<u>\$ 99,621.42</u>
Sewer Construction Fund					
Capital Reserve				TOTAL Sewer Construction Fund	<u>\$ -</u>
				TOTAL Capital Reserve Fund	<u>\$ -</u>
TOTAL General Fund					
TOTAL Sewer Operating				82,888.90 Transferred by:	
TOTAL Sewer Construction				99,621.42	
Total Capital Reserve				-	
				-	
				<u>182,510.32</u> Authorized by:	

POCONO TOWNSHIP CHECK LISTING

Monday, June 04, 2018

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund				
05/31/2018	57123	Nationwide - 457	Pay 10 employee contributions-	\$ 2,714.53
05/31/2018	57124	MetLife - Non Uni. Pen. Plan	May contributions non union pension	\$ 3,533.82
05/31/2018	57125	US BANK - Lockbox CM9722	Police pension employee contribution May 2018	\$ 5,150.45
05/31/2018	57126	Acroprint Time Recorder Co.	Time Clocks - May	\$ 50.00
05/31/2018	57127	BIU of PA, Inc.	SEO Services	\$ 1,225.00
05/31/2018	57128	Boucher & James, Inc.	Engineering - Various Projects	\$ 6,826.85
05/31/2018	57129	Cyphers Truck Parts	Truck safety lights	\$ 779.40
05/31/2018	57130	D.G. Nicholas Co.	Parts	\$ 12.00
05/31/2018	57131	Davidheiser's Inc.	Calibrate Tracker units	\$ 60.00
05/31/2018	57132	Eureka Stone Quarry, Inc.	Stone & Surge	\$ 4,530.01
05/31/2018	57133	Fry Communications, Inc.	Pennsylvania Bulletin	\$ 87.00
05/31/2018	57134	Gotta Go Potties, Inc	Porta-Pottie Rental - Park - 04/25 to 5/23	\$ 85.00
05/31/2018	57135	Government Finance Officers Association	Training	\$ 265.00
05/31/2018	57136	Highmark Inc.	Spending Account	\$ 34.16
05/31/2018	57137	J. P. Mascaro & Sons	Garbage - Park	\$ 198.64
05/31/2018	57138	Keystone Business Products	Twp. Copier	\$ 1,311.43
05/31/2018	57139	Marshall Machinery	Starter - Park Gator	\$ 118.00
05/31/2018	57140	Medico Industries, Inc.	Hose - Backhoe	\$ 103.78
05/31/2018	57141	Mignosi, Timothy	Uniform Allowance	\$ 289.98
05/31/2018	57142	NRA	Memberships	\$ 175.00
05/31/2018	57143	Otto, Jamie Lynn	Cleaning - 3 Weeks - 05/17-05/24-05/31	\$ 825.00
05/31/2018	57144	PAPCO, Inc.	Diesel/Gasoline	\$ 3,540.66
05/31/2018	57145	PPL Electric Utilities	Traffic Light - Parking lot	\$ 62.36
05/31/2018	57146	Praxair Dist Mid-Atlantic	Cylinder rental	\$ 25.15
05/31/2018	57147	SPW Cleaning Services	Strip seal/wax Police Department floors	\$ 1,600.00
05/31/2018	57148	Staples Credit Plan	Office Supplies	\$ 46.31
05/31/2018	57149	Starr Uniform Center	Patrolman Badges	\$ 270.00
05/31/2018	57150	Steele's Hardware	Supplies	\$ 173.94

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
05/31/2018	57151	STTC Service Tire Truck Centers, INC.	Tires - Public Works	\$ 1,119.16
05/31/2018	57152	The Pennsylvania State University	Budgeting Class - Goucher	\$ 345.00
05/31/2018	57153	Tulpehocken Mountain Spring Water Inc	Water	\$ 157.50
05/31/2018	57154	U.S. Municipal	Sweeper Repair	\$ 608.67
05/31/2018	57155	UNIFIRST Corporation	Carpets/Uniforms	\$ 121.96
TOTAL General Fund				\$ 36,445.76

Sewer Operating Fund

05/31/2018	2173	Boucher & James, Inc.	Engineering fees	\$ 6,426.35
05/31/2018	2174	CENTRAL CLAY PRODUCTS	SEWER MANHOLE RISERS	\$ 553.15
05/31/2018	2175	Cramer, Swetz, McManus & Jordan	Sewer legal fees	\$ 84.00
05/31/2018	2176	ONYX VALVE CO	VALVE STATION # 1 MAINTENANCE	\$ 1,042.67
05/31/2018	2177	Pocono Management Associates LLC	Contracted services 5-14 to 5-20 2018	\$ 1,771.39
05/31/2018	2178	Verizon	Phone line for sewer monitoring system	\$ 80.20
05/31/2018	2179	Pocono Management Associates LLC	Contracted services 5-21 to 5-26 2018	\$ 1,316.39
05/31/2018	2180	Steele's Hardware	Nozzle & Cultivator (equipment)	\$ 39.97
TOTAL Sewer Operating				\$ 11,314.12

Sewer Construction Fund

05/31/2018	258	Boucher & James	Sewer construction projects	\$ 8,141.90
TOTAL Sewer Construction Fund				\$ 8,141.90

Capital Reserve Fund

05/31/2018	205	Advanced Collision	Paint new unit # 93 & # 98 GRANT CARS	\$ 1,959.60
05/31/2018	206	P&D Emergency Services	UPFIT OF GRANT CAR	\$ 17,643.00
TOTAL Capital Reserve Fund				\$ 19,602.60

ESSA

TOTAL General Fund	\$ 36,445.76
TOTAL Sewer Construction Fund	\$ 8,141.90
TOTAL ESSA TRANSFER	\$ 44,587.66

Transferred by: _____

Wayne Bank

Sewer Operating	\$ 11,314.12
Capital Reserve	\$ 19,602.60
TOTAL WAYNE TRANSFER	\$ 30,916.72

Authorized by: _____

Approve

ESSA Transfer \$ 65,240.12 Transferred by: _____

Authorized by: _____



Tom Shick successfully completed a Flagger Training
Course in accordance with PENNDOT guidelines.

Valid Through: 6/1/2018 9:00:00 AM

Michael H. Fleming
Michael H. Fleming, Trainer



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PSATS Education Catalog

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Flagger Training - 06/12/18 - Monroe County



Description

This instructor-led Flagger Training will be conducted for individuals who have flagging responsibilities on ANY ROAD OPEN TO THE PUBLIC. Others who would benefit from this course include: utility companies working on low volume roads, law enforcement personnel, municipal managers and elected officials (to understand the importance, and for budgeting purposes).

This course has been designed to meet the PennDOT Publication 408 flagger training requirements mandated for all flaggers in Pennsylvania. The course covers flagging procedures, work zone set-up requirements, and traffic control devices based on information from PennDOT Publication 213—*Temporary Traffic Control Guidelines*, the *Manual on Uniform Traffic Control Devices (MUTCD)*, and PennDOT

Price: \$75.00

[LOGIN TO CONTINUE](#)

courses, the *Manual on Uniform Traffic Control Devices* (MUTCD), and PennDOT Publication 234—*Flagging Handbook*.

The course covers development of traffic control plans for flagging, use of typical layout figures from the Publication 213, and flagger visibility/procedures. The course emphasizes teaching work zone traffic control guidelines and set-ups for typical municipal and utility work. All attendees who pass (70%) a 20-question exam will receive a flagger training wallet card, which is valid for three years.

INTENDED AUDIENCE: Individuals who are performing work such as maintenance/ construction activities on ANY ROAD OPEN TO THE PUBLIC including: roadmasters, foreman, and street superintendents. Others who would benefit from this course include safety coordinators, law enforcement personnel and municipal engineers/managers.

CLASS MATERIALS: Attendees should bring a copy of PennDOT Publication 213 — *Temporary Traffic Control Guidelines* (April 2014 edition) to the class. Publication 213 can be downloaded from PennDOT's website at: <http://www.dot.state.pa.us/public/PubsForms/Publications/PUB%20213.pdf> (<https://www.dot.state.pa.us/public/PubsForms/Publications/PUB%20213.pdf>). **THIS MAY BE SHARED – IT IS NOT NECESSARY FOR EACH PERSON TO HAVE ONE COMPLETE COPY OF THE PUBLICATION.** Other materials that would be helpful, but are not required, include the *Manual on Uniform Traffic Control Devices Part 6 Temporary Traffic Control* www.mutcd.fhwa.dot.gov (<http://www.mutcd.fhwa.dot.gov/>) and PennDOT Publication 234—*Flagging Handbook* <http://www.dot.state.pa.us/public/PubsForms/Publications/PUB%20234.pdf> (<https://www.dot.state.pa.us/public/PubsForms/Publications/PUB%20234.pdf>)

Date:

June 12, 2018

Time:

Registration: 8:30 a.m.

Class: 9:00 a.m. - 12:00 p.m.

Location:

Monroe County
Jackson Twp. Fire Department
2176 PA-715 South
Stroudsburg, PA 18360

Instructor:

Richard Sesny

Registration Fee:

Member* - \$50.00

Non-Member – \$75.00

*PSATS Member (registrant has paid current annual membership dues to PSATS or its affiliates (solicitors, engineers, planners and emergency management association.)

Cancellations/No show Policy:

Cancellations must be received in writing by faxing to 717-763-9732 or sending an email to cancellations@psats.org. Refunds will be determined by the date of the fax

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2018 Pennsylvania State Association of Township Supervisors

Powered by Higher Logic

selected features.txt

OBJECTID 163299880
TOWNSHIP 12
MAP 6373
SUBMAP 01
BLOCK 45
PARCEL 3407
EXT
MAPNUMBER 12637301453407
MAP_EXT
SheetNum 637301
EDITOR
LASTUPDATE - -
PIN 12637301453407
ACCOUNT 12/6/2/35-3
OWNER WIDDOSS VALERIE J
LASTNAME WIDDOSS
FIRSTNAME1 VALERIE J
FIRSTNAME2
ADD1 313 SHINE HILL ROAD
ADD2
ADD3
CITY HENRYVILLE
STATE PA
ZIP 18332
STNUMF 248
STNUMT
STDIR
STNAME SHINE HILL RD
STUNIT
STCITY
STZIP
DEEDREF 1784 1751
DEEDBOOK 1784
DEEDPAGE 1751
SALEAMT 54900
ACREAGE 1.48
LANDVALUE 3570
BLDGVALUE 3260
CLASS 9
CLASSDESC Taxable
LANDUSE 141
LANDUSEDES MOBILE HOMES, PARKS, CTS
LOCATION 248 SHINE HILL RD
LEGAL
HOMESTEADF R
HOMESTEAD
SALEDATE 07/11/1991
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2018.05.30 13:52

selected features.txt

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MAP 6355
SUBMAP 00
BLOCK 70
PARCEL 5015
EXT
MAPNUMBER 12635500705015
MAP_EXT
SheetNum 635500
EDITOR CL
LASTUPDATE 2013-10-04
PIN 12635500705015
ACCOUNT 12/13/1/1
OWNER POCONO MANOR INVESTORS LP
LASTNAME POCONO MANOR INVESTORS LP
FIRSTNAME1
FIRSTNAME2
ADD1 PO BOX 38
ADD2
ADD3
CITY POCONO MANOR
STATE PA
ZIP 18349
STNUMF
STNUMT
STDIR
STNAME PA RT 154
STUNIT 4
STCITY
STZIP
DEEDREF 2394 4123
DEEDBOOK 2394
DEEDPAGE 4123
SALEAMT 1
ACREAGE 597.02
LANDVALUE 207570
BLDGVALUE 339870
CLASS 9
CLASSDESC Taxable
LANDUSE 751
LANDUSEDES RESORTS & GROUP CAMPS
LOCATION PA RT 154
LEGAL LOT 1
HOMESTEADF R
HOMESTEAD
SALEDATE 11/21/2011
Shape_STAr 0



2018.05.11 15:11

JOIN the Township Emergency Management Association

And **SERVE** your township **BETTER.**



As an important member of the team your township has entrusted to coordinate and guide development of its emergency response plans, you're expected to know and do a lot to protect and preserve your community. That means staying on top of the ever-changing mix of threats to the health, safety, and welfare of your residents, whether natural disasters such as tornadoes and floods or manmade ones such as the 9/11 attacks or overturned tanker trucks on a local road.

Fortunately, the Pennsylvania State Association of Township Supervisors sponsors the Township Emergency Management Association, which is committed to helping you keep pace with these demands and stay informed.

TEMA membership is open to township emergency management coordinators and other public safety personnel, including police, fire, and EMS, as well as road and public works employees and anyone else who performs emergency management duties.

We offer two membership options:

- ☐ Full Membership – \$125 per year
- ☐ Partial Membership – \$50 per year

By joining the Township Emergency Management Association, you are guaranteed access to a variety of Members Only benefits that you won't find anywhere else.

(Note: Each township must have at least one full TEMA membership before additional members may join at the full or partial membership level.)

Being a member of the Township Emergency Management Association means being a part of a statewide information network.

From newsletter and magazine subscriptions to training and networking opportunities, TEMA provides you with the tools to sharpen your skills and knowledge and better serve your township.

Full-membership benefits include:

- ☐ Subscriptions to:
 - *The Emergency Manager*, the official quarterly newsletter of the Township Emergency Management Association
 - *The Pennsylvania Township News*, PSATS' award-winning monthly magazine
 - The *PSATS News Bulletin*, a monthly newsletter that will keep you up to date on legislation and other breaking news affecting townships
- ☐ Lower member rate to attend all PSATS training courses, including seminars addressing current issues and topics of special interest to TEMA members
- ☐ Online access to the Members Only content on the PSATS website
- ☐ Free phone consultations with PSATS staff

Partial-membership benefits include:

- ☐ Subscription to *The Emergency Manager*, the official quarterly newsletter of the Township Emergency Management Association
- ☐ Lower member rate to attend all PSATS training courses, including seminars addressing current issues and topics of special interest to TEMA members
- ☐ Free phone consultations with PSATS staff



DON'T WAIT ... sign up today and take advantage of the benefits of membership!

To join the Township Emergency Management Association, go to tema.psats.org or complete this form (front and back) and send to:

PSATS • 4855 Woodland Drive • Enola, PA 17025
Phone: (717) 763-0930 • Fax: (717) 763-9732

Please complete a separate form for each person who joins.

New Member Information:

Name: _____
 Position: ☐ EMC ☐ Roads/Public Works
☐ Other _____
 Township: _____
 County: _____
 Address: _____
 City: _____
 State: _____ Zip: _____
 Phone: (____) _____
 Fax: (____) _____
 E-mail: _____

Type of Annual Membership (check one):

- ☐ Full Membership = \$125
- ☐ Partial Membership = \$50 (Note: Each township must have at least one full membership before additional members may join at the full or partial membership level.)

Name of full member if requesting a partial membership: _____

(Please complete the other side, too.) ▶



Professional Services, LLC.
Corporate & Industrial Cleaning

Serving The Poconos, Lehigh
Valley and surrounding areas.

Contact us: 347-306-7039

610.428.3372

570.795.4256

zsmalls@jzproclean.com



Project

Facility Cleaning Services

Prepared for: Pocono Township

Attention: Dee Ackerman

Prepared by: Zakiya Smalls



Description

As specialists in General Cleaning and Post Construction, Floor Care, and Windows, J&Z Professional Services has provided clients with outstanding service, guaranteed quality and the highest level of efficiency.

J&Z Professional Services, LLC proposes cleaning services to:

Pocono Township
112 Township Drive
Tannersville, PA



Table of Contents

Table of Contents	2
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The Project

Services to be provided	3-4
Contract and Terms.....	5
Value Add	6



Customized for Pocono Township

J&Z Professional Services, LLC will provide the following services. J&Z will supply all cleaning products. Pocono Municipal Buildings will provide paper products, garbage bags, sanitizer and soap.

Area: Entrance, Lobby, Offices and other work stations

Task

- Sweep and wet-mop flooring
- Clean and sanitize water coolers/fountains
- Empty and clean outside ashtrays-if applicable
- Clean desks, credenzas, filing cabinets, table tops
- Sanitize all phones
- Clean interior glass partitions
- Vacuum carpeted floors in their entirety
- Sweep all outside entrances- 5ft
- Remove dust from ledges, vents, moldings, heaters, etc.
- Remove dust from window treatments
- Remove trash and replace garbage can liner
- Remove cobwebs & dust from wall and ceilings

Area: Meeting, Holding and Locker Rooms

Task

- Sweep and wet-mop tile& other hard-surface floors
- Sanitize seating furniture
- Clean and sanitize counter and sink areas
- Remove dust from ledges, vents, moldings, heaters, etc.
- Remove trash and replace garbage can liner
- Remove cobwebs& dust from wall and ceilings

Area: Kitchenette

Task

- Clean and sanitize: counter tops, sinks, cupboard doors
- Clean exterior of appliances
- Wipe down microwave inside and outside as needed
- Remove dust from ledges, shelves, moldings, vents, sills
- Sweep and wet mop flooring
- Spot clean doors, wall, clocks pictures, etc.
- Remove trash and replace garbage can liner
- Remove cobwebs and dust from walls and ceilings



Cont'd

Area: Bathrooms

Task

- Remove dust from ledges, exhaust fans, moldings, heaters, etc.
- Clean and sanitize fixtures
- Sweep and wet mop flooring
- Remove trash and replace garbage can liner

Location Name	Address	City, State	Frequency	Monthly Cost
Pocono Municipal Building	1. 112 Township Drive	Tannersville, PA	1x per week	\$ 519.00
Pocono Township Police	2. 112 Township Drive	Tannersville, PA	1x per week	\$309.00
Pocono Municipal Maintenance	3. 112 Township Drive	Tannersville, PA	1x per week	\$119.50



By signing below, you are accepting the below terms and pricing schedule. Pocono Township agrees to have janitorial services rendered at 112 Township Drive, Tannersville, PA by J&Z Professional Services, LLC for twenty-four months.

Contract Price: \$947.50 (per month)

X _____

(Pocono Township)

Date_____

X _____

(J&Z Professional Services LLC)

Date_____

Thank you for considering J & Z Professional Services
“Your Facility Never Looked So Good!”

Zakiya Smalls
Co-Founder
zsmalls@jzproclean.com
570.730.4376 Office
347.306.7039 Direct Line



Value Add Services

- *Locally owned and operated*
 - *Someone will always be within 15 miles of contact*
 - *Calls come directly to owner and operations manager*
 - *Flexibility on site and for scheduling changes*
- *Uniformed Staffed*
 - *For security and identity purposes, all staff will be wearing uniform shirts*
 - *Our clients always know when our staff is in their facilities*
 - *There's never any confusion with other contractors on-site*
- *Fully Insured to \$3 million dollars*
- *White glove inspection*
 - *To ensure quality work, using a white glove, we will triple inspect each area*
 - *This means less re-inspecting for customers, resulting in peace of mind knowing the cleaning was done right*
 - *Our employees know their work is being inspected tediously to ensure cleaning is not mediocre*
- *On-site supervision*
 - *Being locally owned we will personally be on-site managing the project from start to finish*
 - *There will always be a point of contact located on site if there are any concerns, questions or changes to the schedule the day of service.*

QUOTE

FROM

Ask We Clean LLC
221 Skyline Drive
Suite 102
E. Stroudsburg, PA 18301
570-872-7542

BILL TO

Pocono Township
112 Township Drive
Tannersville, PA 18372
570-629-1922
Attn: Dee Ackerman
Dackerman@poconopa.gov

QUOTE #

PT-112

QUOTE DATE

04/25/2018

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
4	Janitorial service for Municipal building	85.00	340.00
4	Janitorial service for Maintance building	65.00	260.00
4	Janitorial service for Police building	90.00	360.00
TOTAL			\$960.00

Thank you!

TERMS & CONDITIONS

Scope of Work: Ask We Clean LLC will provide all cleaning labor for the Municipal, Maintenance and Police Buildings. Clean bathroom, refill hand towels, hand soap and toilet tissues. Vacuum and wet mop all bare floors, dust desks, tables and tops of filing cabinets. Reception windows and doors in foyer wipe down. Kitchen area and coffee area, sink and occasional dishes. Empty garbage empty and refill cans. Four(4) times per month cleaning.

Pocono Township will supply a good working vacuum plus cleaning supplies, toilet tissue, hand soaps, hand towels and trash can liners.

Change Order: Any deviation from the above quote involving a change in the scope of work or any additional costs will be executed only upon mutual agreement by both parties.





Warranty: Ask We Clean LLC warrants all work, will be performed in a good and workmanlike manner.

This Quote is valid for 60 days from the above date.

Authorized signature upon quote approval:

_____ Date _____



SPW CLEANING SERVICES, INC.
300 ESTATE DRIVE
E. STROUDSBURG PA 18302
570-595-3661

ESTIMATE

April 26, 2018

Pocono Township
P.O. Box 197
1123 Township Drive
Tannersville PA 18372

Site Cleaning at 3 buildings; Township, Maintenance & Police station. Each site cleaning is one night weekly as follows:

- Sanitize bathrooms, refill paper products as needed
- Vacuum all carpets
- Vacuum & damp mop all tile floors
- Dust desks, tables and tops of filing cabinets
- Spot clean switch plates, doors, etc.
- High-low dust
- Clean glass entry doors; spot clean reception windows, as needed
- Surface clean kitchen counters, tables, sinks, spot clean appliances & cabinets(outside only); occasional dishes
- Empty all trash & remove to outside receptacle; change trash can liners as needed

Total

\$ 650.00/ monthly

All labor, equipment & cleaning materials included

All paper products, trash can liners & hand soap to be supplied by clients

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

APPLICATION FOR FIREWORKS DISPLAY PERMIT

(Application must be made at least 30 days in advance of the date of the display)

Applicant Name Skyshooter Displays Permit # 8-PA-079-51-8F-02354
Applicant Address: 1014 Sloum Rd. Tax Parcel # 12/10/1/14-1
Wapwallopen PA 18660 PIN # _____
Applicant Telephone # 570 868-2014
Property Owner Name and Telephone # GWR OPLESS & PA
Location of Display Great Wolf Lodge Empty lot Adjacent to parking lot.
Type of Display Aerial 1.3G Display
Date of Display July 3, 2018 Time Display Begins: Dusk Ends: 15-18 min Display
Operator Name and Address Zachary Yeager 1014 Sloum Rd.
Wapwallopen PA 18660 Telephone # 570 328 1361

Applicant Signature [Signature] Date: 5-24-2018
Property Owner Signature [Signature] Date: 5/29/2018

Applicant must provide the following with this application:

- ☐ Application Fee (Fee is non-refundable)
- ☐ Bond ~~in the amount of \$1,000,000.00~~ as per Ord. 2015-9
- ☐ Liability Insurance in the amount of not less than \$1,000,000.00, naming the Township as an additional insured
- ☒ Map showing fireworks site diagram
- ☒ Valid certificate of registration with the Pennsylvania Attorney General's Office
- ☒ Valid Bureau of Alcohol, Tobacco and Firearms License

Office Use Only

Fee \$ _____ Date Paid _____ Expiration Date _____
Date of Approval _____ Approved by _____
Date of Denial _____ Denied by _____

Great Wolf Lodge

- Legend**
- ◆ Safety Zone 220 ft Radius
 - 📍 Shoot Site 3" Shell Max

Shoot Site 3" Shell Max

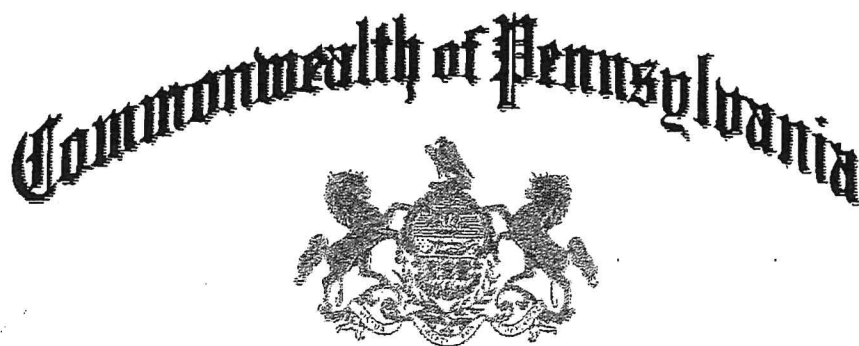
Great Wolf Lodge Pocono Mountains

Google Earth

© 2018 Google

600 ft





Office of Attorney General
Fireworks Displays or Exhibitions
Certificate of Registration

Be it known that: **ZY Pyrotechnics, LLC**
 1014 Slocum Road
 Wapwallopen, PA 18660

is registered with the Office of Attorney General, Commonwealth of Pennsylvania, to perform, provide or supervise fireworks displays for profit within this Commonwealth.

This Certificate is evidence of registration with the Office of Attorney General only. The competence, financial fitness and compliance with local requirements by the above individual or entity are not herein certified.

A handwritten signature in black ink, appearing to read "Jennifer Selber".

Jennifer Selber
Executive Deputy Attorney General
Director, Criminal Law Division

April 3, 2018
Date

Registration Expires: April 3, 2019

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown: **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-PA-079-51-8F-02354
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i> Name SKYSHOOTER DISPLAYS	Expiration Date June 1, 2018

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

1014 SLOCUM RD
WAPWALLOPEN, PA 18660-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ZY PYROTECHNICS LLC
SKYSHOOTER DISPLAYS
1014 SLOCUM RD
WAPWALLOPEN, PA 18660-

Zach Yeager
Licensee/Permittee Responsible Person Signature

Owner
Position Title

Zach YEAGER
Printed Name

6-1-15
Date

Previous Edition: Is Obsolete. ZY PYROTECHNICS LLC 1014 SLOCUM RD WAPWALLOPEN, PA 18660-0001 2018 51-IMPORTER OF EXPLOSIVES

ATF Form 5400 (4-5400-15 Part I)
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ZY PYROTECHNICS LLC
Business Name: SKYSHOOTER DISPLAYS
License/Permit Number: 8-PA-079-51-8F-02354
License/Permit Type: 51-IMPORTER OF EXPLOSIVES
Expiration: June 1, 2018

Please Note: Not Valid for the Sale or Other Disposition of Explosives



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

May 8, 2018

ZY Pyrotechnics, LLC
Skyshooter Displays
1014 Slocum Road
Wapwallopen, PA 18660

901090:CRR/CDM
5400
File Number: 8-PA-02354

Premises Address: 1014 Slocum Road, Wapwallopen, PA 18660

Dear Sir:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Cindy McKinney at (304) 616-4408 or Cynthia.mckinney@atf.gov.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

Donna Asure

To: tklee@greatwolf.com
Subject: fireworks

Terry –
Nice talking to you.

The application is on the agenda for Monday, June 4th. No need to be in attendance.

The motion to approve will be contingent upon receiving the following items prior to the issuance of a permit –

- Receiving the application fee from Great Wolf in the amount of \$100.00
- Receiving a certificate of liability insurance from Great Wolf in the amount of not less than \$1,000,000.00 naming Pocono Township as an additional insured
- Bond per the ordinance in the amount necessary for the type of fireworks – 1.3G=\$100,000.00 1.4G=\$1000.00
- Confirmation from fireworks company of type of fireworks – either 1.3G or 1.4G (to determine bond amount as listed above)

If you have any questions please let me know.
Donna

Donna M. Asure
Pocono Township Manager
dasure@poconopa.gov
570-629-1922 X212

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

APPLICATION FOR FIREWORKS DISPLAY PERMIT

(Application must be made at least 30 days in advance of the date of the display)

Applicant Name Camelback Resort
Applicant Address: 301 Resort Drive
Tannersville Pa 18372

Permit # _____
Tax Parcel # 12/10/1/1-1
PIN # 12636300005733

Applicant Telephone # 570-629-1661

Property Owner Name and Telephone # Arthur Berry 570-629-1661

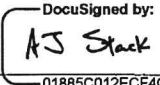
Location of Display Camelback Mountain

Type of Display 1.3G Firework Display

Date of Display July 3rd, 2018 Rain Date July 6th 2018 Dark (Approximately 9:30 p.m.)
Time Display Begins: _____ Ends: _____

Operator Name and Address Young Explosives Corporation
PO Box 18563 Telephone # 585-394-1783

30 min Show

Applicant Signature  Date: 4/6/2018
DocuSigned by: 01885C012ECF4CC...
Property Owner Signature _____ Date: _____

Applicant must provide the following with this application:

- ☒ Application Fee (Fee is non-refundable)
- ☐ Bond in the amount of \$1,000,000.00 - 1.3G Fireworks
- ☐ Liability Insurance in the amount of not less than \$1,000,000.00, naming the Township as an additional insured
- ☒ Map showing fireworks site diagram
- ☐ Valid certificate of registration with the Pennsylvania Attorney General's Office
- ☒ Valid Bureau of Alcohol, Tobacco and Firearms License

Office Use Only

Fee \$ 100. Date Paid 5/31/2018 Expiration Date _____

Date of Approval _____ Approved by _____

Date of Denial _____ Denied by _____

RECEIVED

MAY 31 2018

**M and T Bank**

Trade Finance Operations
1800 Washington Boulevard 8th Floor, MC-MD1-MP37
Baltimore, MD 21230
Tel: Letters of Credit: (410) 244-4475 / 4587
Tel: Collections: (410) 244-4566
SWIFT: MANTUS33INT

**Irrevocable
Standby Letter of Credit No.:
SB2149730001**

Beneficiary:

POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372 United States

Applicant:

CBH20 LP
301 RESORT DRIVE
TANNERSVILLE, PA 18372 United States

Date of Issue:

May 23, 2018

Date and Place of Expiry:

November 23, 2018 AT ISSUING BANK'S
COUNTERS.

Amount:

Not Exceeding USD 100,000.00 One Hundred Thousand United
States Dollars

WE HEREBY AUTHORIZE YOU TO DRAW ON US FOR THE ACCOUNT OF CBH20 LP, HAVING AN ADDRESS OF 301 RESORT DRIVE, TANNERSVILLE, PA 18372, UP TO THE AGGREGATE OF ONE HUNDRED THOUSAND AND 00/100 U.S. DOLLARS (\$100,000.00), AVAILABLE ONE HUNDRED (100%) PERCENT BY YOUR DRAFTS AT SIGHT, FOR THE PAYMENT OF ALL DAMAGES CAUSED TO ANY PERSON OR PERSONS AND TO ANY PROPERTY BY REASON OF THE LICENSED DISPLAY AND ARISING FROM ANY ACTS OF THE LICENSEE, HIS OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS IN ACCORDANCE WITH THE FIREWORKS AS DEFINED IN 1.3G OF THE POCONO TOWNSHIP ORDINANCE 2015-09.

ALL DEMANDS PRESENTED UNDER THIS LETTER OF CREDIT SHALL BE ACCOMPANIED BY:

1. A WRITTEN SIGNED STATEMENT ON TOWNSHIP OF POCONO LETTERHEAD, STATING THAT THE TOWNSHIP DEEMS CBH20, LP TO BE IN DEFAULT AND DAMAGES ARE DUE RELATED TO THE FIREWORKS AS DEFINED IN 1.3G OF THE POCONO TOWNSHIP ORDINANCE 2015-09. IN THE AMOUNT OF (INSERT DRAW AMOUNT), PURSUANT TO THE TERMS AND CONDITIONS OF THE POCONO TOWNSHIP ORDINANCE 2015-09, ALONG WITH YOUR DRAFT DRAWN ON M & T BANK, STANDBY LETTER OF CREDIT NO. SB2149730001 FOR AN AMOUNT NOT TO EXCEED USD 100,000.00.

DRAFTS MUST BE DRAWN AND NEGOTIATED NO LATER THAN NOVEMBER 23, 2018. EACH DRAFT MUST STATE THAT IT IS "DRAWN UNDER LETTER OF CREDIT ON M AND T BANK, NO. SB2149730001 DATED MAY 23, 2018."

THIS ORIGINAL SIGNED LETTER OF CREDIT IS THE OPERATIVE INSTRUMENT. THIS ORIGINAL SIGNED LETTER OF CREDIT MUST BE PRESENTED AT THE TIME OF DRAWING WITH ANY AMENDMENTS THEREOF.


THIS LETTER OF CREDIT MAY BE REDUCED. SUCH REQUESTS MUST BE SUBMITTED IN WRITING AND SIGNED BY AN AUTHORIZED TOWNSHIP OFFICIAL.

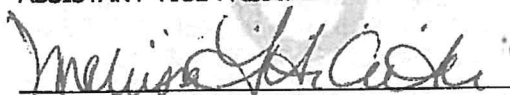
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE WE NOTIFY YOU BY REGISTERED LETTER OR OVERNIGHT COURIER, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

UNLESS OTHERWISE EXPRESSLY STATED, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (THE ISP 98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATIONS NO 590 OR AS AMENDED.

SINCERELY,


SHARON DIESO
ASSISTANT VICE PRESIDENT


MELISSA FITCH CICCOTELLI
ASSISTANT VICE PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2018

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No., Ext): 216-658-7100	FAX (A/C, No.): 216-658-7101	
INSURED Young Explosives Corporation P.O. Box 18653 Rochester NY 14618	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest National Insurance Company		10120
	INSURER B: Axis Surplus Insurance Company		26620
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1436425855

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	SI8GL00353-181	3/20/2018	3/20/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00054-181	3/20/2018	3/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	EAU628823	3/20/2018	3/20/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date (s): Saturday, July 7 Rain Date: Sunday, July 8, 2018
Location: Mid Mountain 1 Camelback Rd
Additional Insured: CBH2O, LP; dba Camelback Mountain; Pocono Township; Village of Tannersville;
Group Code: Certificate#0233

CERTIFICATE HOLDER

CANCELLATION

CBH2O, LP dba Camelback Mountain 1 Camelback Road Tannersville PA 18372	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Federal Explosives License/Permit (18 U.S.C. Chapter 40)

Direct ATF	ATF - Chief, FELC
Correspondence To	244 Needy Road
	Martinsburg, WV 25405-9431

6-NY-069-24-8K-00339

October 1, 2018

2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

24-IMPORTER OF EXPLOSIVES

Mailing Address (Changes? Notify the FELC of any changes.)

YOUNG EXPLOSIVES CORP
PO BOX 18655
ROCHESTER, NY 14618-0000

Printed Name _____

Date _____

ATF Form 6409.14/6409.15 Part 1
Revised October 2011

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

[illegible]

6-NY-069-21-8K-00338

October 1, 2018

Name
YOUNG EXPLOSIVES CORP

2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

21-MANUFACTURER OF EXPLOSIVES

Mailing Address (Changes? Notify the FEELC of any changes)

YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER, NY 14618-0000

President

STATE OF NEW YORK
DEPARTMENT OF LABOR



DIVISION OF
SAFETY AND HEALTH

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 4/30/2018

Young Explosives Corporation
P. O. Box 18653
Rochester, NY 14618

**THIS LICENSE MUST BE
POSTED IN YOUR PLACE
OF BUSINESS**

James R. Young

License No D-2316

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

Eileen M. Franko, Acting Director
THE COMMISSIONER OF LABOR FOR

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

For Permit Use Only



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

100 CHESTNUT STREET - SUITE 1000, ROCHESTER, NEW YORK 14604

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 160900107
YOUNG EXPLOSIVES CORP
P O BOX 18653
ROCHESTER NY 14618



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER YOUNG EXPLOSIVES CORP P O BOX 18653 ROCHESTER NY 14618		CERTIFICATE HOLDER YOUNG EXPLOSIVES CORPORATION PO BOX 18653 ROCHESTER NY 14618-1461	
POLICY NUMBER R 400 999-9	CERTIFICATE NUMBER 236119	POLICY PERIOD 01/01/2018 TO 01/01/2019	DATE 2/2/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 400 999-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

For Permit Use Only

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 504524681



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE
UNDER THE NYS DISABILITY BENEFITS LAW**

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) YOUNG EXPLOSIVES CORP. 2165 NEW MICHIGAN ROAD CANANDAIGUA, NY 14424 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (585) 394-1783 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 160-90-0107
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) SAMPLE PO BOX 18653 ROCHESTER, NY 14618	3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF) 3b. Policy Number of Entity Listed in Box "1a" DBL 6163 63 - 9 3c. Policy effective period 04/01/2012 to 04/01/2019

4. Policy covers:

- ☒ A. All of the employer's employees eligible under the New York Disability Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 4/2/2018

By

Joseph J. Masi

Joseph J. Masi

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Title Director of NYSIF Disability Benefits Insurance

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

**STATE OF NEW YORK
DEPARTMENT OF LABOR**



**DIVISION OF
SAFETY AND HEALTH**

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Expires: 4/30/2019

Young Explosives Corporation
PO Box 18653
Rochester, NY 14618

**THIS LICENSE MUST BE
POSTED IN YOUR PLACE
OF BUSINESS**

James R. Young

License No D-2316

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked.

**Eileen M. Franko, Acting Director FOR
THE COMMISSIONER OF LABOR**

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

- 1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder in quantities not exceeding five pounds for use in firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".
- 2) the DATE OF EACH SALE, DELIVERY or GIFT.
- 3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.
- 4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES AWAY from the seller or donor.

SH-862 (5-98)

CAMELBACK

56629

VENDOR NO. POCTWP

NAME: POCONO TOWNSHIP

DATE: 4/12/2018

REFERENCE NUMBER

INVOICE DATE

GROSS AMOUNT

DISCOUNT TAKEN

NET AMOUNT PAID

2018-FIREWORK PERMIT 4/6/2018

100.00

0.00

100.00

TOTAL →

100.00

0.00

100.00

CAMELBACK

CBH20 LP

PO BOX 168

TANNERSVILLE, PA 18372



M&T Bank

60-295/313

56629

DATE

4/12/2018

Check No. 56629

AMOUNT

***100.00

PAY

One Hundred and 00/100 *****

TO THE
ORDER
OF
POCONO TOWNSHIP
PO BOX 197
TANNERSVILLE, PA 18372

CBH20 LP
OPERATION ACCOUNT
[Signature]
AUTHORIZED SIGNATURE

⑈0000056629⑈ ⑆031302955⑆

9855253895⑈



P.O. Box 740
Gouldsboro, PA 18424
570-842-3566
poconospraypatch@aol.com
www.poconospraypatching.com

Tuesday, May 22, 2018

Donna M. Asure
Pocono Township
P.O. Box 197
Tannersville, PA 18372

RECEIVED
MAY 24 2018
POCONO TOWNSHIP

Dear Donna,

Many thanks for your time yesterday, along with Bob Sargent, & Jeff Rohrbach.

As stated, I have never had to go back to a Customer, and invoke the asphalt escalator clause, as it relates to a chip seal proposal, before. This was a learning experience for me.

Also discussed, was the possibility of extending the Township imposed deadline for completion, of July 1, 2018. As you know, weather has not been our friend, this early season. Not only has it hampered our operation, but it has also severely impacted your Road Department's ability to properly repair, level, and prepare the roads for resurfacing.

Although we discussed the topic yesterday, Pocono Spraypatching, Inc., is prepared to perform our contractual responsibility by placing the Township first, in the season's schedule.

With the prep work required by the Township, and uncertain forecast, we are formally requesting Pocono Township to extend this deadline to August 1, 2018.

I can be reached at 570-840-9791, by you or your Group, for any questions you may have.

Respectfully,

John Murphy
Pocono SprayPatching, Inc.



Hanson Aggregates Pennsylvania LLC
5804 Cherry Valley Rd
Stroudsburg PA, 18360
Phone: 570 992 4951
Fax: 570 992 2059

May 31, 2018

Pocono Township Municipal
P.O. Box 197
112 Township Drive
Tannersville, Pa 18372

Subject: 2017 Paving Project

RE: Extension of Time

Dear Mr. Sargent,

Due to the delays in preparation of the remaining roads on Hanson Aggregates PA LLC's contract for the 2017 Paving Project; we respectfully request an extension of time. Our proposed date completion would be July 31st 2018.

Thank you for your consideration .

Sincerely yours,

A handwritten signature in black ink, appearing to read "Derek Steward". The signature is fluid and cursive, with a long horizontal stroke at the end.

Derek Steward
Estimator
Hanson Aggregates Pennsylvania, LLC.
Stroudsburg & Lake Ariel, PA Areas
5804 Cherry Valley RD, Stroudsburg, PA 18360
Derek.Steward@lehighhanson.com
Tel (570) 493-7663

CRAMERS POWERHOUSE
 320 NORTH COURTLAND STREET
 EAST STROUDSBURG , PA 18301
 Phone: 570-421-8980
 Fax: 570-421-7901
 Website: www.cramers.com
 Email: sebringpowerhouse@hotmail.com

Quotation

Quote # : 3021

Generated on 4/26/2018 3:19:15 PM

Bill To:

POCONO TOWNSHIP SUPERVISORS
 PO BOX 197
 NIP'S CELL 656-6943
 TANNERSVILLE, PA 18372-

Ship To:

POCONO TOWNSHIP SUPERVISORS
 PO BOX 197
 NIP'S CELL 656-6943
 TANNERSVILLE, PA 18372-
 Phone: 570-629-1922

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
FER 5901575	IS3200Z 61" BRIGGS 32HP	1.00	12399.00	2500.00	9899.00	0.00	9899.00
FER 5600863	FAST VAC. 61" 15CU HARD TOP	1.00	2450.00	0.00	2450.00	0.00	2450.00

Notes : ATTN:

Subtotal:	\$12,349.00
Tax:	\$0.00
Misc Charges:	\$0.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$12,349.00

This quote is good for 30 days.



IS[®] 3200Z

**Experience
Suspension[™]**

New for this year, the IS[®] 3200Z is the latest in mowing technology. We took our top-of-the-line design and made it even more reliable and durable. The drive system features independent, commercial Hydro-Gear[®] ZT-5400 Powertrain[®] transaxles for improved dependability and increased performance. Large 26" drive tires allow for greater traction, smoother ride and improved curb climbing performance. The deck mounting and leveling systems have been updated with solid steel hangers for added reliability and ease of adjustment.



Suspension Technology

How does it work?



ENGINE GROUP

- Vanguard[™] BIG BLOCK[™] or Kawasaki[®] FX1000V DFI engine options
- Two-stage industrial air-cleaner
- Easy-to-use oil drain

DRIVE SYSTEM

- **NEW!** Dual commercial Hydro-Gear[®] ZT-5400 Powertrain[®] transaxles feature 9" cooling fans that assist with repelling debris
- Dual hydro fluid reservoirs and hydro filters
- Ground speed up to 12 mph

MOWER DECK

- iCD[™] Cutting System with striping kit
- Foot-operated deck lift, with adjustable pedal, can change cut height in 1/4" increments from 1.5" - 5"
- **NEW!** Hercules[™] II spindles: 10" dia. cast-iron with industrial double row angular contact ball bearings with 1 3/16" dia. shaft

SUSPENSION / CHASSIS

- Patented suspension system enables you to mow rougher ground faster with a consistent cut quality allowing you to be more productive
- Heavy-duty integrated rear bumper protects engine compartment
- **NEW!** Large 26" drive tires

OPERATOR SYSTEMS

- Ergonomic control panels feature a cup-holder, storage compartment and fuel gauges for operator convenience
- Premium high-back seat with arm rests, adjustable fore and aft positioning
- Pre-wired for simple installation of optional head light kit

ACCESSORIES

- Collection Systems, Mulch Kit, Trailer Hitch Kit, Suspension Seat, Suspension Insert for Seat, Flat-Free Caster Tires

Model	5901350	5901351	5901352	5901353
Engine	Kawasaki [®] FX1000V DFI	Vanguard [™] BIG BLOCK	Kawasaki [®] FX1000V DFI	Vanguard [™] BIG BLOCK
Gross HP	37**	36*	37**	36*
Cut Width	61"	61"	72"	72"

* All power levels are stated gross horsepower at 3600 rpm per SAE J1940 as rated by Briggs & Stratton
 ** All power levels are stated gross horsepower at 3600 rpm per SAE J2723 as rated by Kawasaki

NJPA AWARDED CONTRACT

GM - 062117, CE - 042815, AG - 021815
NJPA Arkansas 4600031466
NJPA Delaware GSS17673

ZD1021-60 WEB QUOTE #1032882

Date: 5/9/2018 1:29:26 PM

- Customer Information -

Asure, Donna

Pocono Township

dasure@poconopa.gov

570-629-7322

Quote Provided By

MARSHALL MACHINERY, INC.

Jeffrey Meinking

1819 PA 611

SWIFTWATER, PA 18370

email: jeff@marshall-machinery.com

phone: 5708954884

- Standard Features -

- Custom Options -



ZD1000 Series

ZD1021-60

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Model # D902
21.6 Gross HP @ 3200 rpm
54.8 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 9 mph
Reverse Speeds 0 - 5 mph

DIMENSIONS

Height 74.4"
Length 88.6"
Width Overall 73.8"
Wheelbase 54.3"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Dual Element Air Filter
Adj. Front Axle: Rigid/Oscillating
Deluxe Suspension Seat
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

MOWER

6" Deep, Pro Deck w/ACS
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades
ZD1021-60, 8 Gauge, 60" Cut

FLUID CAPACITY

Fuel Tank 5.8 gal
Engine Coolant w/ Recovery
Tank 3.11 qts
Crankcase w/ Filter 3.7 qts
Transmission Case and Axle
Gear 7.9 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 13 x 6.5 - 6 Rear 24 x 12 - 14 Turf, Low Profile

ZD1021-60 Base Price: \$14,300.00

(1) GRASS CATCHER BAGGER FOR ZD1000 60" \$2,450.00

GCK60-ZD1021-GRASS CATCHER BAGGER FOR ZD1000 60"

Configured Price: \$16,750.00

NJPA Discount: (\$3,685.00)

SUBTOTAL: \$13,065.00

Dealer Assembly: \$0.00

Freight Cost: \$220.00

PDI: \$250.00

Total Unit Price: \$13,535.00

Quantity Ordered: 1

Final Sales Price: \$13,535.00

**Purchase Order Must Reflect
the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Fax 215-345-9401

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

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

www.bjengineers.com

April 11, 2018

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

**SUBJECT: KOPELSON TRACT – LOT CONSOLIDATION & MINOR SUBDIVISION PLAN
RECORD PLAN REVIEW NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1130255D**

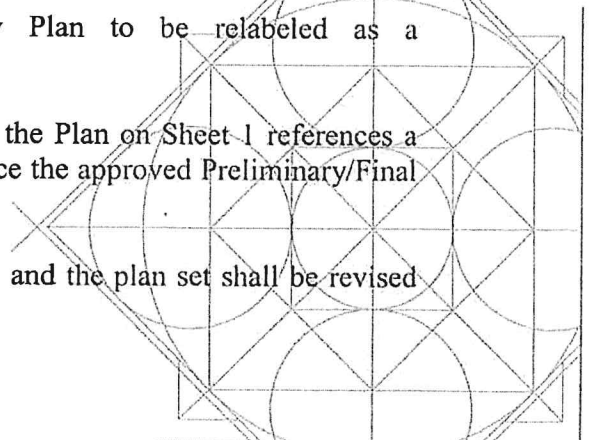
Dear Ms. Asure:

Pursuant to the Township's request, we have completed our review of the above referenced project in preparation of plan recordation. The submitted information consists of the following items:

- Correspondence from Pocono Township dated May 21, 2015, including Resolution No. 2015-42 dated May 18, 2015.
- Preliminary Subdivision Plans (3 sheets) prepared by Gilmore & Associates, Inc., dated August 26, 2011, revised January 17, 2018.

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

1. Resolution No. 2015-42 states, in part, that the "Plan shall be recorded within twelve (12) months of Conditional final plan approval". Conditional approval was received under Resolution No. 2015-42 dated May 18, 2015, and additional action is necessary by the Board of Commissioners prior to plan recordation.
2. Resolution No. 2015-42 requires the Preliminary Plan to be relabeled as a Preliminary/Final Plan.
3. The Certificate of Ownership & Acknowledgement of the Plan on Sheet 1 references a Land Development Plan and must be revised to reference the approved Preliminary/Final Lot Consolidation and Minor Subdivision Plan.
4. One (1) set of signature blocks on Sheet 1 is adequate, and the plan set shall be revised accordingly.

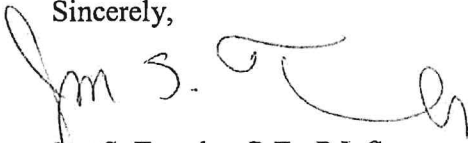


Donna Asure, Pocono Township
Kopelson Minor Subdivision Record Plan Review No. 1
April 11, 2018
Page 2

In addition, we have been provided a copy of the escrow account which is in the amount of \$425.39. We recommend the Township request the Applicant to replenish the account to an amount of \$1,000. Any remaining monies may be returned to the Applicant upon plan recordation and payment of all fees.

If you should have any questions regarding the above comments, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon S. Tresslar", with a stylized flourish at the end.

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

JST/mep/cg

cc: Pocono Township Board of Commissioners
Pam Tripus – Township Secretary
Michael Tripus – Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP
Sean Policelli, P.E. – Gilmore & Associates, Inc.
Sheldon Kopelson – Applicant/Property Owner
Melissa E. Prugar, P.E. – Boucher & James, Inc.



Boucher & James, Inc.
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570-629-0300
Fax 570-629-0306

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

April 26, 2018

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

**SUBJECT: KOPELSON TRACT – LOT CONSOLIDATION & MINOR SUBDIVISION PLAN
RECORD PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1130255D**

Dear Ms. Asure:

Pursuant to the Township's request, we have completed our second review of the above referenced project in preparation of plan recordation. The submitted information consists of the following items:

- Preliminary Subdivision Plans (3 sheets) prepared by Gilmore & Associates, Inc., dated August 26, 2011, revised April 17, 2018.

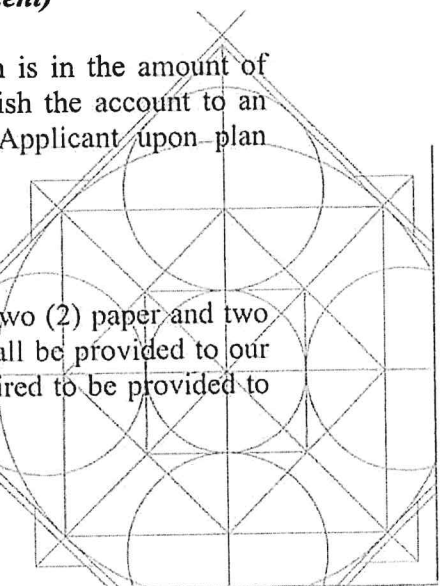
Based on our review of the above information, we offer the following comments.

1. Resolution No. 2015-42 states, in part, that the "Plan shall be recorded within twelve (12) months of Conditional final plan approval". Conditional approval was received under Resolution No. 2015-42 dated May 18, 2015, and additional action is necessary by the Board of Commissioners prior to plan recordation. (*Previous Comment*)

In addition, we have been provided a copy of the escrow account which is in the amount of \$425.39. We recommend the Township request the Applicant to replenish the account to an amount of \$1,000. Any remaining monies may be returned to the Applicant upon plan recordation and payment of all fees.

We have no further plan revision comments.

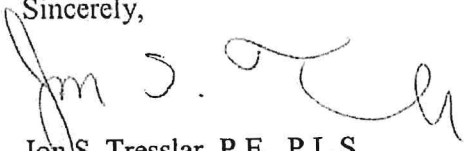
Upon action by the Board of Commissioners, the Applicant shall submit two (2) paper and two (2) mylar plan sets to the Township, and one (1) signed PDF plan set shall be provided to our office. Upon recordation, a recording receipt and electronic copy is required to be provided to the Township.



Donna Asure, Pocono Township
Kopelson Minor Subdivision Record Plan Review No. 2
April 26, 2018
Page 2

If you should have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon S. Tresslar". The signature is fluid and cursive, with the first name "Jon" being the most prominent.

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

JST/mep/cg

cc: Pocono Township Board of Commissioners
Pam Tripus – Township Secretary
Michael Tripus – Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP
Sean Policelli, P.E. – Gilmore & Associates, Inc.
Sheldon Kopelson – Applicant/Property Owner
Melissa E. Prugar, P.E. – Boucher & James, Inc.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2015-42

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE LANDS OF
SHELDON KOPELSON MINOR SUBDIVISION PLAN**

WHEREAS, the applicant, Sheldon Kopelson, submitted a minor subdivision plan application titled "Minor Subdivision Plan, Lands of Sheldon Kopelson" (the "Plan"). The Plan proposes to consolidate five (5) existing lots, and subsequently subdivide the resultant consolidated tract into three (3) lots. Lot 1 is 2.961 acres (gross). Lot 2 is 29.211 acres (gross). Lot 3 is 52.474 acres (gross). Lot 1 is located in the R-2 Medium Density Residential District. Lots 2 and 3 are located in the C Commercial District. The property is identified as Monroe County Tax Parcel I.D.'s 12/7/1/6-4, 12/7/1/9, 12/7/1/6-3, 12/7/1/8 and 12/93971, PIN Numbers 12637300307295, 12637303207515, 12637303300133, 12637303208362 and 12637303206726; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated April 23, 2015; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on April 27, 2015; 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:

That the following requests for modification from the Subdivision and Land Development Ordinance are hereby granted:


1. SALDO Section 3.212 (Ordinance 121), *provisions for Common Open Space, Recreation Areas, and In Lieu of Fess shall be satisfied*. Deferral to allow this requirement to be met at the time land development plans for the three lots are submitted.
2. SALDO Section 3.209.B, *steep slope easements shall be defined for each lot and steep slope easements shall be addressed*. Deferral to allow this requirement to be met at the time land development plans for the three lots are submitted.

That the "Minor Subdivision Plan, Lands of Sheldon Kopelson" as shown on the minor subdivision plan prepared by prepared by Gilmore & Associates, Inc., dated August 26, 2011, last revised October 13, 2013, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

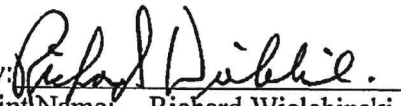
1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer's letter dated April 23, 2015, as modified by the Planning Commission on April 27, 2015.
2. The applicant shall relabel the plan to state that it is both a Lot Consolidation Plan and a Minor Subdivision Plan.
3. The applicant shall be permitted to depict the right-of-way as shown on the Plan.
4. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
5. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
6. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
7. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.
8. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the application is denied.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18th day of May, 2015.

ATTEST:

By: 
Print Name: Pamela Finkbeiner
Title: Secretary

Township of Pocono
Board of Commissioners

By: 
Print Name: Richard Wielebinski
Title: President



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

March 29, 2018

RECEIVED

APR 4 - 2018

POCONO TOWNSHIP

Pocono Township Board of Commissioners
112 Township Drive
P.O. Box 197
Tannersville, PA 18372

**SUBJECT: M.C.T.A. DRIVE AND FLUTE ROAD DEDICATION
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1830068R**

Dear Commissioners:

We are writing in response to an email correspondence from the Township Manager received on March 15, 2018 regarding offers of dedication to the Township for M.C.T.A. Drive and Flute Road.

It is our understanding that the Monroe County Transportation Authority (MCTA) claims that the upcoming Pennsylvania Department of Transportation (PennDOT) improvements along S.R. 0611 will impact, and create the need to remove, the western access to the Furino property. This access in question is proposed to provide emergency access to and from the Pocono's Hospitality hotel site. As such, MCTA is suggesting the Township accept offers of dedication of M.C.T.A. Drive and Flute Road in order to provide public access to the hotel site from S.R. 0611 and Melrose Drive.

The PennDOT improvement maps that our office references show little to no improvements to M.C.T.A. Drive past the S.R. 0611 Right-of-Way. The impact to the existing western access to the Furino property is negligible and the emergency access to the hotel site will remain.

We question whether the referenced PennDOT improvements are directly related to the future use as shown on the Master Plan presented by MCTA rather than the current proposed PennDOT improvements.

Upon review of the Master Plan, it appears M.C.T.A. Drive will provide access solely to commercial enterprises and as such, we do not believe it is in the best interest for the Township to accept an offer of dedication. However, if Flute Road is extended to Melrose Drive and the Township accepts dedication of Flute Road, the Township may want to consider also accepting dedication of M.C.T.A. Drive between the S.R. 0611 Right-of-Way to its intersection with Flute Road. It is recommended the remainder of M.C.T.A. Drive remain a private access.

M.C.T.A. Drive is an existing paved cul-de-sac road and per the Subdivision and Land Development Ordinance currently meets geometric the requirements of a Local Road. Given the proposed uses presented on the Master Plan, if the Township does accept the offer of dedication

of M.C.T.A. Drive, we believe M.C.T.A. Drive should be improved to meet Collector Road status. This will require 2-feet of additional paved cartway and 10-feet of additional right-of-way. Core samples should also be collected to determine the depths of the pavement (wearing and binder courses) and stone base course. The results shall be provided to the Township to determine if roadway reconstruction will also be required. In addition, if the Township wishes to accept dedication of M.C.T.A. Drive in its entirety, additional information including pavement and right-of-way radii of and turning movements in the existing cul-de-sac shall be provided for review prior to the acceptance.

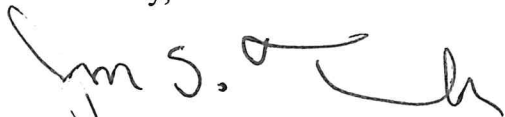
Flute Road is proposed to be constructed as a Marginal Access Street to provide access to the Pocono's Hospitality project only. Should Flute Road be extended to Melrose Drive it should be constructed as a Local Road due to the increase in traffic by the existing neighboring residential development. Extension of Flute Road was discussed with the Planning Commission, and although several members of the Planning Commission believed Flute Road should be extended it was ultimately determined that the extension was unnecessary.

A 40-foot wide Right-of-Way exists at the intersection of Melrose Drive and Flute Road, and extends between two (2) residential properties. A 50-foot wide Right-of-Way is required for a Local Road, however the Township may waive this requirement to lessen the impact to the existing residential properties. In addition, given the existing slope within the existing 40-foot wide Right-of-Way grading easements may extend outside of the Right-of-Way for the construction of Flute Road.

The Board's last question was how much would it cost to bring M.C.T.A. Drive up to Township standards. The answer would first depend upon what length of M.C.T.A. Drive would the township consider for dedication. All costs associated with any road improvements are typically presented to the Township by the Applicant. However, if the Township desires our office can provide an estimate.

If you should have any questions, please call me.

Sincerely,



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

JST/mep/cg

cc: Donna Asure – Township Manager
Pam Tripus – Township Secretary
Michael Tripus – Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP

Pocono Township
Board of Commissioner's Meeting
Wednesday, March 14, 2018
6:00pm

1. **This presentation will present a brief narrative of the history to current date of MCTA Drive**
2. **The purpose of MCTA wishing to dedicate the MCTA Drive to Pocono Township**
3. **Benefits for Pocono Township should a dedication be made**

1. Brief History and Statement of Facts:

- A. MCTA has been the owner of MCTA Drive since 1997
- B. FJ Hess and Sons has been granted access of MCTA Drive since 2000 for a monthly fee of \$100
- C. The State Police vacated their parcel in 2017; prior to doing so they were not charged an access fee to use MCTA Drive because they were a fellow public service with minimal use
- D. MCTA acquired the 32+/- acre lot from the Kotovos estate in June 2009, at which time a Phase 1 Environmental Study and Wetlands Delineation Report were completed by Niclaus Engineering. Cause for the purchase was: 1. To develop a Park and Ride facility, 2. Expand our maintenance facility, 3. Plan for future sales of CNG fuel at a Fuel Island, and 4. Erect two slabs for retail space (and future revenue generation). With 150' riparian setbacks there is the potential for a Township Park with walking trails (noted on the 2013 Master Plan). The original Sketch Plan was developed by Borton and Lawson in 2010, and shared with numerous public and private stakeholders for input. ***(Present Sketch Plan)***
- E. Pocono Hospitality applied, or plans to apply to Pocono Township for SALDO approval to erect a 99 room Home2 Suites by Hilton which will need to utilize MCTA Drive; as of today, the deed has not been recorded by the county.
- F. Currently, there is an effort to develop a Right of Way Agreement between the three current users of MCTA Drive: MCTA, FJ Hess(Furino), and Pocono Hospitality/Miller Brothers.

2. Purpose of this presentation:

MCTA would like to dedicate MCTA Drive to Pocono Township because:

- Dedication would be in the best long-term interest of the township and county
 - The Township is best equipped to provide guidance on roadway and construction management. ***Example:*** Flute Road was originally required to be shown on MCTA land development plans by Pocono Township's Planning Commission as an emergency egress to Scotrun Estates and Sullivan's Crossing residents
 - A 99-room hotel should have an emergency means of egress
 - MCTA does not have the authority to regulate HOP/Access
 - MCTA is not planning to hire additional staff to police or oversee use of the road

Presented by Peggy Howarth
Executive Director,
Monroe County Transportation Authority
phowarth@gomcta.com
(570)243-3411

Pocono Township
Board of Commissioner's Meeting
Wednesday, March 14, 2018
6:00pm

3.MCTA Drive:

Benefits of Dedication

- Eligible for Liquid Fuels funding
- The roadway is a short cul de sac:
 - Length: MCTA/Route 611 to end of the Cul de Sac= 824'
 - Width of roadway: 'State Police' across street= 49' 6"
 - Width of roadway: 'FJ Hess' across street= 27' 2"
 - Width of roadway: 'Hilton2' across street= 27'
 - Length of the Cul de Sac= 130'
 - Width of the Cul de Sac= 75' 3"
 - Shoulder of roadway on either side= 3'
- The road is in use and would be a seamless transition (a conveyance) from a Municipal Authority owner to the township not disrupting current use
- Advance the Hotel project creating township tax revenues more quickly
- Better coordinated sign plaza for three current businesses, and, future 32+/- acre parcel development entities
- MCTA Drive would be township owned prior to the 32+/- acre adjacent MCTA parcel development, providing a high degree of control to its use
- Recently chip/sealed in 2012/13
- Public water and sewer connections have been completed (2016)
- CNG Main Line extension from Sanofi to MCTA Drive/Route 611, and the PennDOT P3 (CNG Compressor Station) will be completed by EOY2018 in conjunction with the PennDOT Route 611 Corridor project
- Once Flute Road is updated, it would provide a secondary emergency access to Scotrun Estates and Sullivan's Crossing (Historical perspective from Wayne Mazur, MCTA Board, Vice Chairman)



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

May 1, 2018

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

**SUBJECT: UGI GAS MAIN INSTALLATION
POCONO TOWNSHIP, SEWER SYSTEM
PROJECT NO. 1731016**

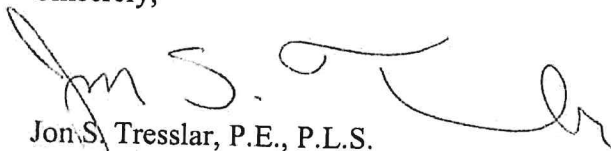
Dear Ms. Asure:

At the request of the Township we have reviewed the plans provided by Borton Lawson for the installation of UGI gas mains along State Route 0611 in the Township, as depicted on plans entitled "Minor Modification to NPDES Permit Number PAI24516004", not dated, with a signed date by the Engineer of July 24, 2017. The Township's concern was how this proposed work may impact the Township's sewage collection and conveyance systems.

The project proposes to install approximately 12,140 feet of gas main in SR 0611 starting at Sanofi and extending down to just north of the Great Wolf Lodge driveway. The proposed line does not directly impact Township sewage facilities. However, it does cross Township lines at 9 locations. In these crossing locations there is adequate room for the proposed gas main to either go over, or under, the Township's sewer mains. We do however recommend that the Township observe the construction at the crossings to ensure the integrity of the sewage lines is maintained.

We anticipate that the total time to cross the Township's line would be 4 hours per location, plus report and administrative time, or, a total cost of up to \$4,000.00 for the project. Please let us know if the Commissioner's desire our involvement in this project.

Sincerely,



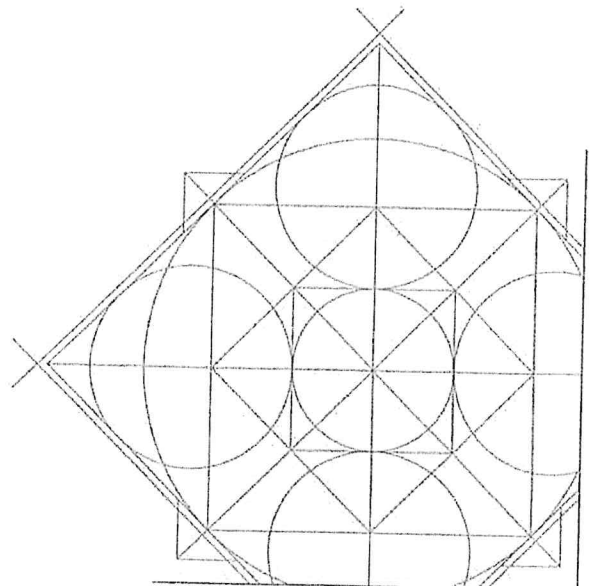
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/MEG/cg

cc: Pat Briegel, Pocono Township

Enclosure

S:\2017\1731016\Documents\Correspondence\Ltr UGI DAsure 5-1-18.docx



Donna Asure

From: Alvarez, William L (Contractor) <WLAvarez@pplweb.com>
Sent: Thursday, May 31, 2018 4:29 PM
To: Donna Asure; jtresslar@bjengineers.com; leodevito@broughal-devito.com; dolmstead@lpre.com
Subject: wire crossing
Attachments: Municipal Agreement Pocono Township 2018.docx 1.docx; Pocono Twp.pdf

All,
Please find attached a grant for overhead wires. Below are the last two digits for the poles between where the wires are crossing.

For the OH easement from #80-07 to #86-08:

Tax ID: 17/17/1/17-5
PIN: 17638100730322

For the OH easement from #97-02 to #02-05:

Tax ID: 17/17/1/17
PIN: 17638100639175

Please return three notarized originals to my attention at the address found on the document. Any question please call the cell number below.

Thanks, Bill

Best regards,

Bill Alvarez | Right-of-Way Agent Representing PPL
office 570-251-6105 | mobile 570-369-9239 | walvarez@pplweb.com



The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

Prepared by: PPL Electric Utilities
Return to: PPL Electric Utilities
Bill Alvarez
165 Beach Lake Highway
Honesdale, PA 18431

Tax ID 17/17/1/17-5 & 17/17/1/17

W.O. Number:						
5	8	0	2	4	1	5



GRANT OF RIGHT OF WAY
(Municipal Authority)

KNOW ALL MEN BY THESE PRESENTS, That **Pocono Township**, a First Class Township and political subdivision of the Commonwealth of Pennsylvania hereinafter called "GRANTOR", intending to be legally bound, does hereby for itself and its successors and assigns grant unto **PPL ELECTRIC UTILITIES CORPORATION ("PPL")**, its successors and assigns, the right to construct, reconstruct, operate and maintain its electric and communication facilities consisting of **overhead** facilities as shown on the plan hereto attached and made a part hereof including such other wires, cables, fixtures and apparatus necessary for the convenient transaction of the business of PPL, upon, across, over, under and along the property identified as County Tax Parcel Nos. **17638100730322 and 1763800639175** which the undersigned owns or has any interest located along **SR 611** situate in the **Township of Stroud**, County of **Monroe**, Commonwealth of Pennsylvania; including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down any and all trees within twenty-five (25) feet each side of centerline of the electric/communication line and the right to trim any and all trees within twenty-five (25) feet each side of centerline of the electric/communication line and to remove brush along said lines which in the judgment of said PPL menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may be relocated to conform to new or relocated highway limits. PPL shall restore the property to substantially the same condition that the property was in prior to installation, maintenance or repair of the electric facilities.

A copy of this agreement and an acceptance hereof by PPL shall be filed by PPL with the Pennsylvania Public Utility Commission and this agreement shall thereafter become effective in accordance with the provisions of the Public Utility Law.

IN WITNESS WHEREOF GRANTOR has caused this agreement to be executed by its proper officer, this _____ day of _____, 2018.

By:

ATTEST:

Name:
Title:

Gerald J. Lastowski, President

COMMONWEALTH OF PENNSYLVANIA)
 : SS
COUNTY OF Monroe)

On this _____ day of _____, 2018 before me, the undersigned officer, personally appeared Gerald J. Lastowski who acknowledged himself to be the President of the Board of Commissioners of Pocono Township, a First Class Township and a political subdivision of the Commonwealth of Pennsylvania and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Board of Commiosioners by himself as President.

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

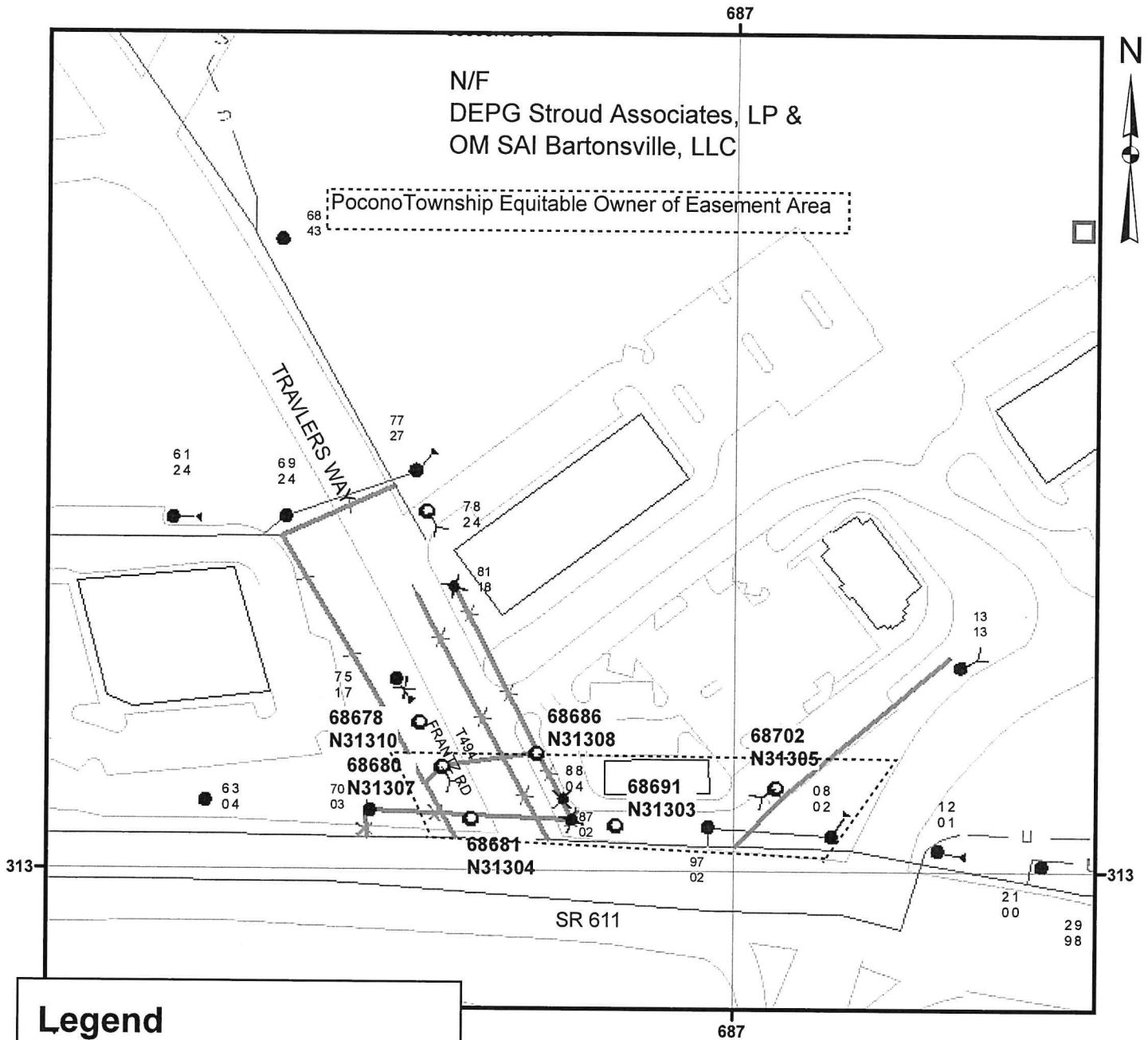
Notary Public

ACCEPTED AND CONDITIONS AGREED TO:

Witness:

PPL Electric Utilities Corporation

By:



Legend

- Anchor Guy, Existing
- Anchor Guy, Proposed
- Anchor Guy, Remove
- Pole, Remove
- Pole, Proposed
- Pole, Existing
- Overhead Wires, Proposed
- Overhead Wires, Existing
- Overhead Wires, Remove
- Overhead Wires, Replace
- Underground Cables, Existing
- Overhead Wires, Existing
- Overhead Wires, Proposed
- Overhead Wires, Remove
- Easement Area

Note:

For exact location of right-of-way and/or facilities within right-of-way, contact the local PPL Electric Utilities Corporation office.

Not for Construction

WO/Design: 58024145/71057	PLAN SHOWING FACILITIES ON PROPERTY OF: Pocono Township, Equitable Owner in property of DEPG Stroud Associates, LP & OM SAI Bartonsville, LLC STROUD TWP MONROE COUNTY	
ER: 230540		
SR:		
SCALE: None	PPL Electric Utilities Corporation ALLENTOWN, PENNA.	
DATE: 9/11/2017	APPROVAL:	DATE:
ENGR: Saeger, Tyler	SIGNATURE:	
	DWG. NO.: ROW - 68687N31302 - 05	



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

RECEIVED

MAY 8 - 2018

POCONO TOWNSHIP

MAY 8 - 2018

POCONO TOWNSHIP

May 3, 2018

Shri Yog, Inc.
c/o Bharat Pandya
RR 2 Box 599 Route 611N
Tannersville, PA 18372

Re: ECB-Storage Tanks Program
SCR Alternative Timeframe Approval Letter
Exxon Mini Mart
Facility ID #: 45-32649
Incident#(s): #47125, #47212
2909 Route 611
Pocono Township, Monroe County

Dear Bharat Pandya:

The Department of Environmental Protection (Department) has reviewed your April 20, 2018 request for an alternative time frame for submitting a complete Site Characterization Report (SCR) for the release incident(s) referenced above.

Based on the information submitted, the request is approved, The SCR is due on or before July 24, 2018. Failure to submit the SCR by July 24, 2018 may result in enforcement action by the Department, which can include civil penalty assessment and/or suspension of an operating permit.

If you have any questions, then please contact me either by telephone at (570) 826-2324 or through e-mail to susathomas@pa.gov.

Sincerely,

Susan E. Thomas
Environmental Protection Compliance Specialist
Environmental Cleanup & Brownfields Program

cc: Pocono Township, Monroe County
United Environmental Services, Inc./Mr. Thomas Kelly, P.G.
USTIF

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018 -

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 110, THE
ZONING ORDINANCE**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to amend Ordinance No. 110, the Zoning Ordinance.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania, as follows:

SECTION I.

- A. Article VII of Ordinance No. 110, Section 701.A.6 is hereby amended by deleting the last sentence, and replacing it as follows:

~~“No Sign shall be illuminated between the hours of 10:00 p.m. and 6:00 a.m.”~~

- B. Article VII of Ordinance No. 110, Section 704.C.2 is hereby deleted and replaced as follows:

“Billboards shall have a maximum height of ~~_____~~ 30 feet measured from the roadway surface.”

- C. Article VII of Ordinance No. 110, Section 704.C.3 is hereby deleted and replaced as follows:

“The minimum spacing between Billboards shall be ~~_____~~ 300 feet.”

- D. Article VII of Ordinance No. 110, Section 704.E.1 is hereby deleted and replaced as follows:

“One (1) Monument Sign identifying each main entrance location, displayed toward a street to which it has permitted access.”

- E. Article VII of Ordinance No. 110, Section 704.I of hereby amended to include the following:

“Temporary signs located on properties within the C, RD and I Zoning Districts must be removed from the property after a period of one (1) week, and shall only be placed on the property once every twenty-one (21) days.”

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E.F. _____ Ordinance No. 110, "Use Schedule" is hereby amended to add "Billboards" as a conditional use in the R-D, C, and I zoning districts.

F.G. _____ Article IX of Ordinance No. 110, Section 902.C is hereby deleted in its entirety and the subsequent subsections shall be renumbered accordingly.

SECTION II. REPEALER

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

SECTION III. SEVERABILITY

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this Ordinance is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Ordinance.

SECTION IV. ENACTMENT

This Ordinance shall be effective within five (5) days and shall remain in force until modified, amended or rescinded by Pocono Township, Monroe County, Pennsylvania.

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2018.

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

PAMELA TRIPUS
Township Secretary

GERALD LASTOWSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018 -

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 77, THE
SUBDIVISION AND LAND DEVELOPMENT ORDINANCE**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to amend Ordinance No. 77, the Subdivision and Land Development Ordinance.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania, as follows:

SECTION I. Article IV of Ordinance No. 77, Section 408.9 is hereby added and shall read as follows:

“408.9 Master Sign Plan.

All commercial and industrial developments shall comply with the Master Sign Plan Requirements set forth in the Pocono Township Zoning Ordinance, Article VII, Section 707.”

SECTION II. REPEALER

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

SECTION III. SEVERABILITY

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this Ordinance is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Ordinance.

SECTION IV. ENACTMENT

This Ordinance shall be effective within five (5) days and shall remain in force until modified, amended or rescinded by Pocono Township, Monroe County, Pennsylvania.

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2018.

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

PAMELA TRIPUS
Township Secretary

GERALD LASTOWSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018 -

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 110, THE
ZONING ORDINANCE**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to amend Ordinance No. 110, the Zoning Ordinance.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania, as follows:

SECTION I.

- A. Article VII of Ordinance No. 110, Section 701.A.6 is hereby amended by deleting the last sentence.
- B. Article VII of Ordinance No. 110, Section 704.C.2 is hereby deleted and replaced as follows:
- “Billboards shall have a maximum height of 30 feet measured from the roadway surface.”
- C. Article VII of Ordinance No. 110, Section 704.C.3 is hereby deleted and replaced as follows:
- “The minimum spacing between Billboards shall be 300 feet.”
- D. Article VII of Ordinance No. 110, Section 704.E.1 is hereby deleted and replaced as follows:
- “One (1) Monument Sign identifying each main entrance location, displayed toward a street to which it has permitted access.”
- E. Article VII of Ordinance No. 110, Section 704.I of hereby amended to include the following:
- “Temporary signs located on properties within the C, RD and I Zoning Districts must be removed from the property after a period of one (1) week, and shall only be placed on the property once every twenty-one (21) days.”
- F. Ordinance No. 110, “Use Schedule” is hereby amended to add “Billboards” as a conditional use in the R-D, C, and I zoning districts.

G. Article IX of Ordinance No. 110, Section 902.C is hereby deleted in its entirety and the subsequent subsections shall be renumbered accordingly.

SECTION II. REPEALER

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

SECTION III. SEVERABILITY

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this Ordinance is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Ordinance.

SECTION IV. ENACTMENT

This Ordinance shall be effective within five (5) days and shall remain in force until modified, amended or rescinded by Pocono Township, Monroe County, Pennsylvania.

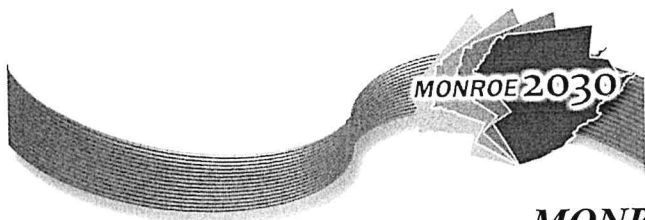
ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2018.

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

PAMELA TRIPUS
Township Secretary

GERALD LASTOWSKI
President, Board of Commissioners



MONROE COUNTY PLANNING COMMISSION

TO: Christine Meinhart-Fritz, Director

FROM: Eric Koopman, Lead Senior Planner

DATE: May 21, 2018

SUBJECT: Signage Regulations
Zoning Ordinance Amendments
Pocono Township
MCPC Review #62-18

ADMINISTRATIVE CENTER
1 Quaker Plaza, Room 106
Stroudsburg, PA 18360-2169
Phone: 570-517-3100
Fax: 570-517-3858
mcpc@monroecountypa.gov
www.monroecountypa.gov

The Township of Pocono is proposing to amendments to Article VII "Signs" of its zoning ordinance. Specifically, the amendments would alter standards pertaining to lighting, billboard height and separation distance, monument signs, and temporary signage. The amendments will also permit billboards as a conditional use in the R-D, C, and I zoning districts. Finally, the amendments would remove a section of the zoning ordinance requiring applicants to supply proof that a property is not tax delinquent before obtaining a zoning permit.

The above mentioned zoning ordinance amendments have been reviewed on the basis of generally accepted planning principles and environmental concerns. The following technical comments concerning the proposed amendments are offered:

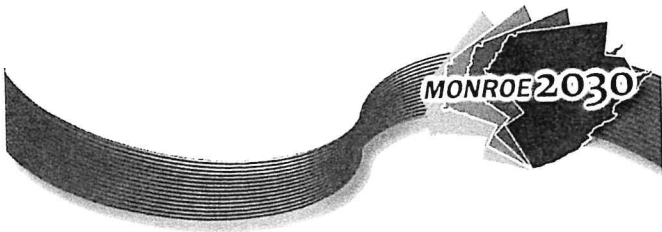
1. The proposed ordinance amendment is generally consistent with the PMPC, Act 247 of 1968, as amended, in terms of following required procedures.
2. The proposed amendments satisfactorily address a number of comments previously submitted to the Township for the recently adopted comprehensive signage ordinance update. Specifically, comments recommending establishing maximum billboard height and minimum spacing from other billboards.
3. Currently, billboards are permitted as a Conditional Use in the Commercial (C) and Industrial (I) zoning districts. It should be noted that the proposed amendments would expand the number of districts in which billboards are permitted to include the Recreation (R-D) District. The Township should consider if this is appropriate for the intended purpose of this district, as it encompasses a significant portion of the Township.
4. If any revisions are made to the proposed zoning amendment, it must be re-submitted to the MCPC for review prior to adoption. This requirement was affirmed by the Pennsylvania Commonwealth Court in *Hanover Healthcare Plus, Inc. v. Zoning Hearing Board of Penn Township* 875 A.2d 1255 (Pa. Cmwlth 2005). It is recommended that the Township discuss this with their solicitor.

Page Two
Signage Regulations
Zoning Ordinance Amendments
Pocono Township
MCPC Review #62-18

The Staff has reviewed the proposed zoning amendments and recommends that they be approved subject to the above noted comments being satisfactorily addressed.

In an attempt to maintain a library of municipal ordinances, we request that any adopted ordinance amendments (Zoning, Zoning Map and SALDO) be sent to the MCPC within 30 days of enactment as specified in the PMPC.

This review is subject to the approval of the Monroe County Planning Commission at its next regularly scheduled meeting.



RECEIVED
MAY 24 2018
POCONO TOWNSHIP

MONROE COUNTY PLANNING COMMISSION

May 21, 2018

Donna Asure, Township Manager
Pocono Township
PO Box 197
112 Township Drive
Tannersville, PA 18372

ADMINISTRATIVE CENTER
1 Quaker Plaza, Room 106
Stroudsburg, PA 18360-2169
Phone: 570-517-3100
Fax: 570-517-3858
mcpc@monroecountypa.gov
www.monroecountypa.gov

Re: Signage Regulations
Zoning Ordinance Amendments
Pocono Township
MCPC Review #62-18

Dear Ms. Asure:

The above cited amendments were reviewed by Eric Koopman, Lead Senior Planner, on behalf of the Monroe County Planning Commission. You will find the comments enclosed.

All comments are preliminary and will be acted upon by the Planning Commission at its regular meeting on June 12, 2018 at 5:00 p.m. at the Monroe County Administrative Center. This action is in keeping with the Planning Commission's review policy and allows the municipalities and other interested parties to respond to the review comments before the Planning Commission's public meeting.

If these comments are not amended and are found to be acceptable by the Board at the next meeting, they should be considered to be approved as enclosed.

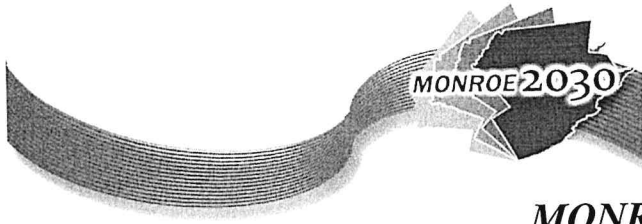
If you have any questions, or if we can be of further service to you, please feel free to contact me.

Sincerely yours,

Christine Meinhart-Fritz
Director

CMF/ek

cc: Pam Tripus, Pocono Township Secretary



MONROE COUNTY PLANNING COMMISSION

TO: Christine Meinhart-Fritz, Director

FROM: Eric Koopman, Lead Senior Planner

DATE: May 21, 2018

SUBJECT: Signage Regulations
Zoning Ordinance Amendments
Pocono Township
MCPC Review #62-18

ADMINISTRATIVE CENTER
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The Township of Pocono is proposing to amendments to Article VII "Signs" of its zoning ordinance. Specifically, the amendments would alter standards pertaining to lighting, billboard height and separation distance, monument signs, and temporary signage. The amendments will also permit billboards as a conditional use in the R-D, C, and I zoning districts. Finally, the amendments would remove a section of the zoning ordinance requiring applicants to supply proof that a property is not tax delinquent before obtaining a zoning permit.

The above mentioned zoning ordinance amendments have been reviewed on the basis of generally accepted planning principles and environmental concerns. The following technical comments concerning the proposed amendments are offered:

1. The proposed ordinance amendment is generally consistent with the PMPC, Act 247 of 1968, as amended, in terms of following required procedures.
2. The proposed amendments satisfactorily address a number of comments previously submitted to the Township for the recently adopted comprehensive signage ordinance update. Specifically, comments recommending establishing maximum billboard height and minimum spacing from other billboards.
3. Currently, billboards are permitted as a Conditional Use in the Commercial (C) and Industrial (I) zoning districts. It should be noted that the proposed amendments would expand the number of districts in which billboards are permitted to include the Recreation (R-D) District. The Township should consider if this is appropriate for the intended purpose of this district, as it encompasses a significant portion of the Township.
4. If any revisions are made to the proposed zoning amendment, it must be re-submitted to the MCPC for review prior to adoption. This requirement was affirmed by the Pennsylvania Commonwealth Court in *Hanover Healthcare Plus, Inc. v. Zoning Hearing Board of Penn Township* 875 A.2d 1255 (Pa. Cmwlth 2005). It is recommended that the Township discuss this with their solicitor.

Page Two
Signage Regulations
Zoning Ordinance Amendments
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MCPC Review #62-18

The Staff has reviewed the proposed zoning amendments and recommends that they be approved subject to the above noted comments being satisfactorily addressed.

In an attempt to maintain a library of municipal ordinances, we request that any adopted ordinance amendments (Zoning, Zoning Map and SALDO) be sent to the MCPC within 30 days of enactment as specified in the PMPC.

This review is subject to the approval of the Monroe County Planning Commission at its next regularly scheduled meeting.

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018 -

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH
OF PENNSYLVANIA AMENDING ORDINANCE NO. 110, THE ZONING
ORDINANCE, TO PROVIDE FOR THE ESTABLISHMENT AND
REGULATION OF MEDICAL MARIJUANA FACILITIES AND
REPEALING ALL ORDINANCES INCONSISTENT HERewith**

WHEREAS, the Commissioners of Pocono Township, Monroe County, Pennsylvania, under the powers vested in them by the “First Class Township Code” of Pennsylvania and the authority and procedures of the “Pennsylvania Municipalities Planning Code”, as amended, as well as other laws of the Commonwealth of Pennsylvania including the Pennsylvania Medical Marijuana Act (Act 16 of 2016), do hereby enact and ordain the following amendment to the text of the Pocono Township Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Pocono Township desire to amend its Zoning Ordinance by providing for the establishment of Medical Marijuana Facility uses in certain Zoning Districts of the Township of Pocono and providing for the regulation of same.

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 Commissioners of Pocono Township, Monroe County, Pennsylvania, under the powers vested in them by the “First Class Township Code” and the “Pennsylvania Municipalities Planning Code”, as amended, as well as other laws of the Commonwealth of Pennsylvania, including the Pennsylvania Medical Marijuana Act (Act 16 of 2016) do hereby

ordain and enact the following amendment to the text of Ordinance No. 110, the Pocono Township Zoning Ordinance, as amended.

SECTION 2: PURPOSE. The Purpose of this Zoning Ordinance amendment is to establish a process and standards for the establishment, construction, and operations of medical marijuana facilities, pursuant to the Pennsylvania “Medical Marijuana Act” (Act 16 of 2016) (the “Act”) and to allow for the integration of an allowed industry while providing for the protection for the public’s health, safety, morals, and general welfare.

SECTION 3: Article II, DEFINITIONS; Section 202, Definitions is hereby amended by adding the following definitions to read as follows:

- “A. ACADEMIC CLINICAL RESEARCH CENTER – An accredited medical school within this Commonwealth that operates or partners with an acute care hospital licensed within this Commonwealth pursuant to the Act.
- B. CAREGIVER – The individual designated by a patient to deliver Medical Marijuana.
- C. CERTIFIED MEDICAL USE – The acquisition, possession, use or transportation of Medical Marijuana by a patient, or the acquisition, possession, delivery, transportation or administration of Medical Marijuana by a caregiver, for use as part of the treatment of the patient’s serious medical condition, as authorized by certification by the Commonwealth pursuant to the Act.
- D. CLINICAL REGISTRANT – An entity that:
 - 1. Holds a permit both as a Grower/Processor and a Dispensary pursuant to the Act; and
 - 2. Has a contractual relationship with an Academic Clinical Research Center under which the Academic Clinical Research Center or its affiliate provides advice to the entity, regarding, among other areas, patient health and safety, medical applications and dispensing and management of controlled substances.

- E. COMMONWEALTH – shall mean the Commonwealth of Pennsylvania.
- F. DISPENSARY – A person, including a natural person, corporation, partnership, association, trust or other entity, or any combination thereof, which holds a current and valid permit issued by the Department of Health (“DOH”) of the Commonwealth to dispense Medical Marijuana pursuant to the provisions of the Act.
- G. DISPENSARY FACILITY – any building or structure used to dispense Medical Marijuana by a licensed Dispensary.
- H. FORM OF MEDICAL MARIJUANA – The characteristics of the Medical Marijuana recommended or limited for a particular patient, including the method of consumption and any particular dosage, strain, variant and quantity or percentage of Medical Marijuana or particular active ingredient.
- I. GROWER/PROCESSOR – A person, including a natural person, corporation, partnership, association, trust or other entity, or any combination thereof, which holds a current and valid permit from the DOH to grow and process Medical Marijuana in the Commonwealth, pursuant to the provisions of the Act.
- J. GROWER/PROCESSOR FACILITY – Any building or structure used to grow Medical Marijuana by a licensed Grower/Processor that has a current and valid license from the DOH pursuant to the Act.
- K. MEDICAL MARIJUANA – Marijuana for certified medical use as legally permitted by the Commonwealth and the provisions of the Act.
- L. MEDICAL MARIJUANA FACILITY – A Dispensary Facility or a Grower/Processor Facility.
- M. MEDICAL MARIJUANA DELIVERY VEHICLE OFFICE – Any facility used to house delivery vehicles for supplying marijuana plants or seeds to one or more Grower/Processor Facilities and/or Dispensary Facilities.

- N. REGISTRY – The registry established by the DOH for all Medical Marijuana organizations and practitioners in the Commonwealth pursuant to the provisions of the Act.”

SECTION 4: Article IV, BASIC DISTRICT REGULATIONS; Section 405, C

Commercial District Regulations, Subsection B.3 Conditional Uses is hereby amended to add the following additional Conditional Uses and to renumber the subsequent uses:

- “j. Dispensary Facility.
- k. Medical Marijuana Delivery Vehicle Office.”

SECTION 5: Article IV, BASIC DISTRICT REGULATIONS; Section 406, I Industrial

District Regulations; Subsection B.3 Conditional Uses is hereby amended to add the following additional Conditional Uses and to renumber the subsequent uses:

- “c. Grower/Processor Facility.
- d. Medical Marijuana Delivery Vehicle Office.
- e. Academic Clinical Research Center.
- f. Dispensary Facility.”

SECTION 6: Article V, SUPPLEMENTARY REGULATIONS is hereby amended by

adding Section 566, Section 567, Section 568 and Section 569 as follows:

“ Section 566. Academic Clinical Research Centers.

- A. Parking requirements will follow the parking regulations found in Section 512 of the Township of Pocono Zoning Ordinance. Off-Street Parking Regulations shall utilize those listed for Educational institutions (colleges, universities, technical schools, and trade schools), as appropriate.
- B. An Academic Clinical Research Center may only grow Medical Marijuana in an indoor, enclosed, and secure building which includes electronic locking systems, electronic surveillance and other features required by the DOH. The portions of the Academic Clinical Research Center where the Medical Marijuana is grown or processed shall not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other motor vehicle.

- C. All external lighting serving an Academic Clinical Research Center must be shielded in such a manner not to allow light to be emitted skyward or onto adjoining properties.
- D. A buffer planting is required where an Academic Clinical Research Center adjoins a residential use or district, pursuant to the Township of Pocono Subdivision and Land Development Ordinance.
- E. Any and all other provisions contained in the Act affecting the construction, use and operation of an Academic Clinical Research Center.
- F. The Academic Clinical Research Center shall require a site plan review and approval if it is utilizing an existing facility and land development review and approval if a new facility is being built and utilized.

Section 567. Grower/Processor Facility.

- A. Grower Processor Facility which grows Medical Marijuana must be owned or leased and operated by a Grower/Processor legally registered with the Commonwealth and possess a current and valid Medical Marijuana Permit from DOH pursuant to the Act.
- B. Grower/Processor Facility which grows Medical Marijuana can only do so in an indoor, enclosed, and secure building which includes electronic locking systems, electronic surveillance and other features required by the DOH. The Grower/Processor Facility shall not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other motor vehicle.
- C. The maximum floor area of Grower/Processor Facility shall be limited to 20,000 square feet, of which sufficient space must be set aside for secure storage of marijuana seeds, related finished product, and marijuana related materials used in production or for required laboratory testing.
- D. There shall be no emission of dust, fumes, vapors, odors, or waste into the environment from any Grower/Processor Facility where Medical Marijuana growing, processing or testing occurs.

- E. Marijuana remnants and byproducts shall be secured and properly disposed of in accordance with the DOH policy or policies and shall not be placed within any unsecure exterior refuse containers.
- F. The Grower/Processor Facility shall provide only wholesale products to other Medical Marijuana Facilities. Retail sales and dispensing of Medical Marijuana and related products is specifically prohibited at Grower/Processor Facility.
- G. Grower/Processor Facility may not be located within 1,000 feet of the property line of a public, private, or parochial school or day-care center. This distance shall be measured in a straight line from the closest exterior wall of the building or portion thereof in which the business is conducted or proposed to be conducted, to the closest property line of the protected use, regardless of the municipality in which it is located.
- H. All external lighting serving a Grower/Processor Facility must be shielded in such a manner to not allow light to be emitted skyward or onto adjoining properties.
- I. Parking requirements will follow the parking regulations found in Section 512 of the Township of Pocono Zoning Ordinance.
- J. A buffer planting is required where Grower/Processor Facility adjoins a residential use or district in accordance with the Township of Pocono Subdivision and Land Development Ordinance.
- K. Entrances and driveways to a Grower/Processor Facility must be designed to accommodate the anticipated vehicles used to service the facility.
- L. The Grower/Processor Facility shall require a site plan review and approval if it is utilizing an existing facility and land development review and approval if a new facility is being built and utilized pursuant to the provisions of the Township of Pocono Ordinances.
- M. Any and all other provisions contained in the Act affecting the construction, use and operation of a Grower/processor Facility.

- N. Any Medical Marijuana Facility lawfully operating pursuant to the Act shall not be considered in violation of these provisions by the subsequent location of a public, private or parochial school or day care center.

Section 568. Medical Marijuana Delivery Vehicle Office

- A. A traffic impact study is required where the office is to be located and operated.
- B. Parking requirements will follow the parking schedule found in Section 512 of the Township of Pocono Zoning Ordinance.
- C. All external lighting serving a Medical Marijuana Delivery Vehicle Office must be shielded in such a manner to not allow light to be emitted skyward or onto adjoining properties.
- D. A buffer planting is required where Medical Marijuana Delivery Vehicle Office adjoins a residential use or district pursuant to the Township of Pocono Subdivision and Land Development Ordinance.
- E. Entrances and driveways to a Medical Marijuana Delivery Vehicle Office must be designed to accommodate the anticipated vehicles used to enter and exit the premises.
- F. The Medical Marijuana Delivery Vehicle Office shall require a site plan review and approval if it is utilizing an existing facility and land development review and approval if a new facility is being built and utilized pursuant to the Township of Pocono Ordinances.
- G. If for some reason a Medical Marijuana product is to be temporarily stored at a Medical Marijuana Delivery Vehicle Office, the office must be secured to the same level as a Grower/Producer Facility and Dispensary Facility.
- H. Any and all other provisions contained in the Act affecting the construction, use and operation of a Medical Marijuana Delivery Vehicle Office.

Section 569. Dispensary Facility.

- A. A Dispensary Facility must be owned or leased and operated by a legally registered Dispensary in the Commonwealth and possess a current and valid Medical Marijuana permit from the DOH pursuant to the Act.
- B. A Dispensary Facility may only dispense Medical Marijuana in an indoor, enclosed, permanent, and secure building and shall not be located in a trailer, cargo container, mobile or modular unit, mobile home, recreational vehicle or other motor vehicle.
- C. Dispensary Facility may not operate on the same site that a Grower/Processor Facility is located.
- D. Dispensary Facility shall have a single secure public entrance and shall implement appropriate security measures to deter and prevent the theft of Medical Marijuana and unauthorized entrance into areas containing Medical Marijuana, all of which shall be in accordance with the Act.
- E. Permitted hours of operation of a Dispensary Facility shall be 8AM to 8PM [of the same calendar day].
- F. A Dispensary Facility shall be a maximum of 5,000 gross square feet, of which no more than 500 square feet shall be used for secure storage of Medical Marijuana, and shall have an interior customer waiting area equal to a minimum of twenty-five (25) percent of the gross floor area of the Dispensary Facility.
- G. Dispensary Facility shall:
 - (1) Not have a drive-through service;
 - (2) Not have outdoor seating areas;
 - (3) Not have outdoor vending machines;
 - (4) Prohibit the administering of, or the consumption of Medical Marijuana on the premises; and
 - (5) Not offer direct or home delivery service.
- H. A Dispensary Facility may dispense only Medical Marijuana to certified patients and caregivers as set forth in the Act and shall comply with all lawful, applicable health regulations, including those of DOH.

- I. A Dispensary Facility may not be located within 1,000 feet of a property line of a public, private or parochial school or a day-care center. This distance shall be measured in a straight line from the closest exterior wall of the building or portion thereof in which the business is conducted or proposed to be conducted, to the closest property line of the protected use, regardless of municipality in which it is located.
- J. Dispensary Facility shall be a minimum distance of 1,000 feet from the next nearest Medical Marijuana Facility. This does not include complimenting or supporting businesses covered by different definitions. This distance shall be measured in a straight line from the closest exterior walls of the buildings or portions thereof in which the businesses are conducted or proposed to be conducted, regardless of municipality in which it is located. This separation distance does not apply to the distance between the Grower/Processor Facility or Academic Clinical Research Centers and the specific Dispensary Facility they serve, or with which they partner.
- K. Any Medical Marijuana Facility lawfully operating pursuant to the Act shall not be rendered in violation of these provisions by the subsequent location of a public, private or parochial school or day-care center.
- L. All external lighting serving Dispensary Facility must be shielded in such a manner to not allow light to be emitted skyward or onto adjoining properties.
- M. Parking requirements will follow the parking schedule found in Section 512 of the Township of Pocono Zoning Ordinance. Off-Street Parking Regulations shall utilize those listed for medical and dental offices including outpatient clinics.
- N. A buffer planting is required where a Dispensary Facility adjoins a residential use or district pursuant to the Township of Pocono Subdivision and Land Development Ordinance.
- O. Entrances and driveways to a Dispensary Facility must be designed to accommodate the anticipated vehicles used to service the facility.

- P. The Dispensary Facility shall require a site plan review and approval if it is utilizing an existing facility and a land development review and approval if a new facility is being built and utilized pursuant to the Township of Pocono Ordinances.
- Q. Any and all other provisions contained in the Act affecting the construction, use and operation of a Dispensary Facility.”

SECTION 7: Ordinance No. 110, “Use Schedule” is hereby amended to add the following uses:

“Academic Clinical Research Center” as a conditional use in the I zoning district;

“Dispensary Facility” as a conditional use in the C and I zoning districts;

“Grower/Processor Facility” as a conditional use in the I zoning district; and

“Medical Marijuana Delivery Vehicle Office” as conditional use in the C and I zoning districts.”

SECTION 8: 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 the Zoning Ordinance shall continue to be separately and fully effective.

SECTION 9: 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 10: 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 _____, 2018.

ATTEST: POCONO TOWNSHIP BOARD OF COMMISSIONERS

PAMELA TRIPUS
Township Secretary

GERALD LASTOWSKI
President, Board of Commissioners

DRAFT

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2018-38

**A RESOLUTION DENYING PRELIMINARY/FINAL PLAN APPROVAL
OF THE ERTLE ENTERPRISES, INC. LAND DEVELOPMENT PLAN**

WHEREAS, the applicant, Ertle Enterprises, Inc., submitted a preliminary/final land development plan application titled "Preliminary/Final Land Development Plan for Ertle Enterprises" (the "Plan"). The Plan proposes add an auto sales use to the existing auto repair business located on the northern corner of the intersection of S.R. 0611 and Bartonsville Avenue (T.R. 625). The property is comprised of approximately 3.044 acres and is located in the C, Commercial Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated March 8, 2018; and

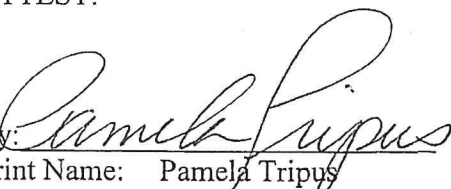
WHEREAS, the Pocono Township Planning Commission recommended the denial of the Plan at a meeting held on April 23, 2018 based on the applicant's failure to meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's March 8, 2018 review letter.; and

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

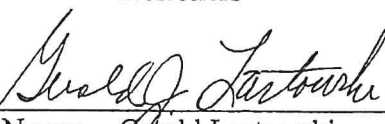
NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the "Preliminary/Final Land Development Plan for Ertle Enterprises" as shown on the land development plan prepared by Stonefield Engineering & Design, dated October 27, 2017, revised January 19, 2018, be hereby denied because the applicant failed to meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's March 8, 2018 review letter, a copy of which is attached hereto as Exhibit "A".

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 30th day of April, 2018.

ATTEST:

By: 
Print Name: Pamela Tripus
Title: Secretary

Township of Pocono
Board of Commissioners

By: 
Print Name: Gerald Lastowski
Title: President