

POCONO TOWNSHIP COMMISSIONERS  
REGULAR MEETING AGENDA  
08/01/2016  
7:00 p.m.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements:
  - a) An executive session was held on 07/26/2016 and 07/27/2016 to discuss a personnel matter.
  - b) Executive session will be held on 08/04/2016 and 08/05/2016 to discuss a personnel matter.
- 4) Approval of Minutes:
  - a) Regular meeting of 07/18/2016
- 3) Treasurer's report:
  - a) CD rates
  - b) Buy of Letter of Credit
  - c) Report of June
- 5) Approval of Bills and Transfers
  - a) Check listing dated August 1st, 2016
- 6) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

- 7) Ordinance:
  - a) 2016-Sanofi Rezoning Ordinance - Hearing
- 8) Report of the President
- 9) Commissioners Comments

Bob DeYoung, Vice President

Ellen Gndt, Commissioner

Judi Coover, Commissioner

- a) Proposed changes to the BOC By-laws

Jerry Lastowski, Commissioner

- a) Parliamentary procedures

- 10) Reports:
  - a) Suburban Ambulance – Six month overview
  - b) Administration
    - 1) Interim Manager/Twp. Secretary Pamela Finkbeiner

- i. Ratify the signatories by Motion – Wayne Bank
- ii. HJ Park LSA Grant Application – letter of support
- iii. Release of Camelbacks Letter of Credit – Fireworks permit
- iv. Scheduling of Work Sessions
- v. PennDOT Meeting – Camelback Road bridge replacement
- vi. Valor Clinic request to use the TLC Park for fundraiser
- vii. Request by the American Legion for Banner Placement

11) Finance Committee

12) Township Solicitor Report

- a) Sanitary Sewer Engineer Contract – T&M Associates for work required and approved by the Township.
- b) PACT TWO Contract 11 Revised Change Order #5
- c) Settlement Agreement for PACT TWO Contract 11

13) Township Engineer Report

- a) Marona Final Payment Request #6
- b) Resolution for Crossings Land Development Plan
- c) Resolution for Traffic Signal improvements – Discovery Drive

14) Public Comment

Comments are for any item Not on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all question and comments to the President)

15) Executive Session

16) Adjournment

POCONO TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING MINUTES

JULY 18th, 2016 7:00 P.M.

The Regular meeting of the Pocono Township Commissioners was held on 07/18/2016 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Harold Werkheiser at 7:00 p.m., followed by the Pledge of Allegiance.

**ROLL CALL:** Ellen Gndt, present; Bob DeYoung, present; Harold Werkheiser, present; Jerry Lastowski, present; and Judi Coover, present. Leo DeVito, Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer, present; Jeffry Clapper, Public Works Director, present; and Pamela Finkbeiner, Interim Manager/Secretary, present.

**ANNOUNCEMENT:**

Sanofi Rezoning hearing is scheduled for 08/01/2016.

**MINUTES:** E. Gndt noted a question.

E. Gndt made a motion, seconded by H. Werkheiser, to approve the Regular Meeting Minutes of 06/20/2016. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

**TREASURER'S REPORT:** Regina Zuvich, Twp. Treasurer.

- a) Annual Audit Status - Julian Kirk will be returning to finish up the Audit.
- b) QuickBooks Update has been installed and a laptop is available for the Commissioners to use.
- c) CD rates - R. Zuvich noted two rates: Wayne Bank offers a .8 percent - 7 months; and ESSA offers .70 percent - 6 months. The present money market offers .45 percent. Discussion followed. R. Zuvich will check other bank rates.

**SUPPLEMENTAL APPROPRIATIONS:** R. Zuvich explained the appropriations. Discussion followed.

E. Gndt made a motion, seconded by J. Lastowski, to approve the Supplemental Appropriations. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

**APPROVAL OF BILLS AND TRANSFERS:** B. DeYoung questioned the reimbursement for p-trap. J. Clapper noted only a few properties had connected before the change to mandate p-traps. J. Lastowski noted the p-traps assist in eliminating the odors. J. Lastowski questioned the broom purchases. J. Clapper noted they are for the road broom. E. Gndt questioned the invoice for Eureka invoices and if they were bid. J. Clapper noted they were under Costars. Discussion followed. J. Clapper will confirm it is a Costar product. J. Lastowski made a motion, seconded by B. DeYoung, to approve the Bill's list of 07/18/2016 with the exception of Eureka, pending the confirmation it is a Costar product, if not under costars it will not be paid. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, abstained. Motion carried.

**PUBLIC COMMENT:**

D. Zwiefel, Twp. resident, questioned why the bill's list was not attached to the agendas and the posting of the agenda on the website. P. Finkbeiner noted she will investigate. Discussion followed.

Maxine Turbolski, Twp. resident, questioned the microphones. P. Finkbeiner explained the equipment has been ordered.

**Report of the President:** none.

**Commissioners Comments:**

Bob DeYoung, Vice President, none.

Judi Coover, Commissioner

- a) Zoning Ordinance Modification - J. Coover explained Ordinance 2013-07 allows for 96' buildings to be allowed in Commercial and Industrial zones and for Hotels in RD. J. Coover suggested reducing the height in RD Zones to 50'. Discussion followed. E. Gndt noted she was in favor of a reduction for RD Zones. J. Lastowski, R. DeYoung, and H. Werkheiser requested more information and time to consider the modification. D. Zweifel, Twp. resident, questions if Developers would have input. L. DeVito, Solicitor, noted a draft would be submitted to MCPC and the Pocono Township Planning Commission for review. Discussion followed. No action taken.
- b) Questions from the public for the Manager's interviews - J. Coover announced questions from the Public for the Manager's interviews will be accepted until 07/19/2016.
- c) Right-to-Know Officer - E. Gndt made a motion, seconded by J. Lastowski, to appoint P. Finkbeiner as Right-to-Know Officer. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.
- d) Policy on Complaints - J. Coover suggested persons can give a complaint as a "concerned citizen" and the Township should make the decision to act on the complaint if enough information was included. J. Coover made a motion, seconded by E. Gndt, to set a policy of accepting complaints from 'concerned citizens' - J. Lastowski confirmed his position that the Township should require a name. D. Zweifel, Twp. resident, spoke in favor of no name required. Mike Tripus, Zoning Officer, explained the name on the complaint is not revealed unless it is a violation taken to court. H. Werkheiser stated the Township follows up on complaints. R. DeYoung questioned why it would not be required. J. Lastowski noted a letter received which had an invalid name and misinformation. J. Coover noted people have the right to send letters and the Township has the right to ignore those type complaints. Joe Shupp, Twp. resident, spoke in concern of false reports being made if a name is not required. Chris Ortolan, Twp. resident, questioned how the Township will know if there is a problem with a neighbor dispute. H. Werkheiser explained he would be in favor of the policy but if it is abused, the Board should revisit it. Roll call vote: E. Gndt, yes; B. DeYoung, no; H. Werkheiser, yes; J. Lastowski, no; and J. Coover, yes. Motion carried.

## J. COOVER CONT:

- e) ZHB Secretary - The ZHB has a \$1,000.00 budget for a secretary. J. Coover explained the ZHB had previously had a secretary for the position. L. DeVito, Solicitor, explained the difference between an employee verses an independent contractor. Discussion on the position, hiring, cost, etc. The Board recommended the ZHB advertise for a secretary and Board will approve the hiring if an employee. Diane Zwiefel, Vice-chairman of the ZHB, will discuss with Mark Love, Chairman of the ZHB, and will advertise the position. D. Zwiefel explained the position would be the timely advertising, certification of posting, etc.
- f) Revisions to the Sanitary Sewer Engineer's contract -- J. Coover explained she revised the Contract based on her suggestions and comments from other Board members. The Board concurred to submit the revised Sanitary Sewer Engineer's Contract to the Township Solicitor and T&M Engineers.

Ellen Gndt, Commissioner:

- a) Draft Minutes - E. Gndt suggested the draft minutes to be corrected to reflect changes at time of approval. P. Finkbeiner noted in her opinion, once the draft minutes are published to the internet, they may be considered a published record. Discussion followed. J. Coover will contact PSATS to determine. No action taken.
- b) Documents from Marona - E. Gndt explained she is requesting additional information on the Marona Contract. T&M will provide but have requested payment for the work. Discussion followed on records maintained outside the Township Building.
- c) Filing - E. Gndt suggest the Board consider hiring the help to get the files in order.
- d) Prograde ZHB - E. Gndt suggested the Board withdraw as intervener for the Prograde Fireworks appeal. She felt it was more of a competition between to competitors. J. Coover questioned the case. Discussion followed. L. DeVito recommended it be discussed in executive session. No action taken.
- e) Stock ZHB Extension - L. DeVito, Solicitor, is working with the parties to request an extension. J. Coover suggested

Jerry Lastowski, Commissioner:

- a) TLC underground storage Tank - J. Clapper explained the cost is an estimate of the costs and to ask the Board if they wish to pursue the School district to remove the tank. J. Clapper noted 5,700 gallons of oil. L. DeVito noted the school district has been notified. Discussion followed on the status of the tank removal.

**J. LASTOWSKI REPORT - TLC TANK CONT:**

J. Coover made a motion, seconded by J. Lastowski, to authorize the Twp. Solicitor to contact the Pocono Mountain School District to take the appropriate actions indemnify the Township from all ramifications to remove the underground storage tank located on the TLC property. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

J. Clapper noted the Township 'bought' the 5,700 gallons of oil when they purchased the property. Discussion followed. No action taken.

- b) Moment of silence - J. Lastowski requested a Moment of Silence for all the Police officers and citizens who lost their lives recently.

**EMERGENCY SERVICES REPORTS:**

- a) Pocono Township Police Department -

Pocono Township Police Chief Kent Werkheiser noted times are difficult for the Police with the current conditions in the Country. The Board acknowledges the great job the Police Officers do.

- b) Suburban Ambulance- P. Finkbeiner explained Nick DeWitt and Steve Cunningham will give a 6 month report at the August 1<sup>st</sup> mtg. J. Coover questioned why an ambulance was not at the Weis Market property. Discussion followed on the requirements of the contract. Geoffrey Roache, MPA, Director, Community Outreach, explained a full presentation will be presented at the August 1<sup>st</sup> meeting.

**ADMINISTRATION:**

Interim Manager/Twp. Secretary Pamela Finkbeiner

- a) Scheduling of Work Sessions - P. Finkbeiner requested the Board consider a regularly scheduled work session for discussion items, only. J. Coover and E. Gndt spoke in favor of work sessions. J. Lastowski noted the manager's interviews are coming up, DCED, and personal issues prevent him from committing to a regular schedule. P. Finkbeiner will place it on the 08/01/2016 meeting.
- b) Letter from Minu Desai - P. Finkbeiner noted a letter was received from Minu Desai requesting to purchase a portion of Pump Station No. 2's property. Discussion followed on the future needs of the property and the requirements to consider selling a portion. L. DeVito noted the Twp. would be required to obtain an appraisal and the property would be sold to the highest bidder. No action taken.

**FINANCE COMMITTEE:** E. Gndt will set a meeting with Gina Zuvich, Twp. Treasurer.

**TOWNSHIP SOLICITOR'S REPORT:**

Sanitary Sewer Engineer Contract - T&M Associates for work required and approved by the Township. Discussed previously.

## SOLICITOR CONT:

- a) PACT TWO Contract 11 Revised Change Order #5 - L. DeVito noted the revision to the change order is in progress.
- b) Settlement Agreement for PACT TWO Contract 11 - L. DeVito noted it is in progress.
- c) Fontaine vs. Pocono Township - L. DeVito explained a personal claim incident occurred in Mt. Pocono at the Pocono Mountain Carnival and Pocono Township has been named in the suit. P. Finkbeiner contacted their attorney with no response. L. DeVito explained he reached out to them and the Township insurance agency but the Township is still included. L. DeVito filed an objection with Monroe County Court of Common Pleas.
- d) Stock ZHB - July 26<sup>th</sup>, 2016 at 5:00 p.m. will be continued.
- e) Brookdale Resort - L. DeVito explained the owners have requested a meeting with Staff to discuss the project. J. Coover suggested the Boards should be included. L. DeVito explained it is a private meeting between the developer and staff to discuss the concept of the proposed project. Discussion followed on the difference of a public presentation verses a preliminary meeting for a concept development. P. Finkbeiner noted once the preliminary meeting is held, the developer will either submit a sketch plan or preliminary plan to the Township, then a site visit or Board presentation will be scheduled. The Board concurred it would be an informal non-public meeting. Maxine Turbolski, Twp. resident, questioned the project.

## TOWNSHIP ENGINEER:

- c) Revised Marona Change Order #5 - J. Lastowski made a motion, seconded by B. DeYoung, to approve the revised Marona Change Order #5, in the amount of \$105,860.04. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

E. Gndt questioned the \$187,000 line item under the pay request. Marona Final Payment Request #6 - J. Lastowski made a motion, seconded by B. DeYoung, to approve Marona Final Payment Request #6 in the amount of \$235,241.86 - E. Gndt questioned the \$187,000 contract deduction and why it was shown under the balance to finish. J. Lastowski withdrew his motion and B. DeYoung withdrew his second, until T&M can clarify the payment request.

- d) Northridge at Camelback Escrow Release #19 - J. Lastowski made a motion, seconded by B. DeYoung, to approve the Northridge at Camelback Escrow Release #19 in the amount of \$9,600.00 as recommended in T&M's letter of 07/07/2016. E. Gndt questioned the MCCD has violations against the property. J. Tresslar explained the violation did not affect the escrow release. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

**RESOLUTIONS:**

Resolution 2016-35 Banner for Bicentennial - J. Coover made a motion, seconded by B. DeYoung, to approve Resolution 2016-35 - Banner placement for the Bicentennial. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

**ORDINANCES: None**

**PUBLIC COMMENT: None**

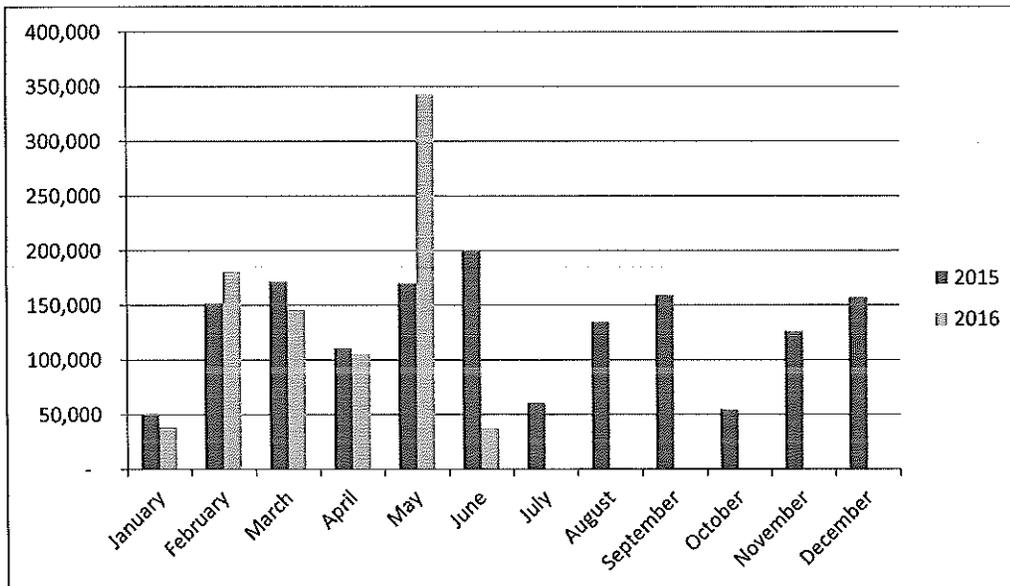
**EXECUTIVE SESSION: None**

ADJOURNMENT: J. Coover made a motion, seconded by E. Gndt, to adjourn the meeting at 9:50 p.m., until 08/01/2016 at 7:00 p.m., at the Pocono Township Municipal Building. Roll call vote: E. Gndt, yes; B. DeYoung, yes; H. Werkheiser, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

# Treasurer's Report - Earned Income Tax Collection

## Monthly Collections

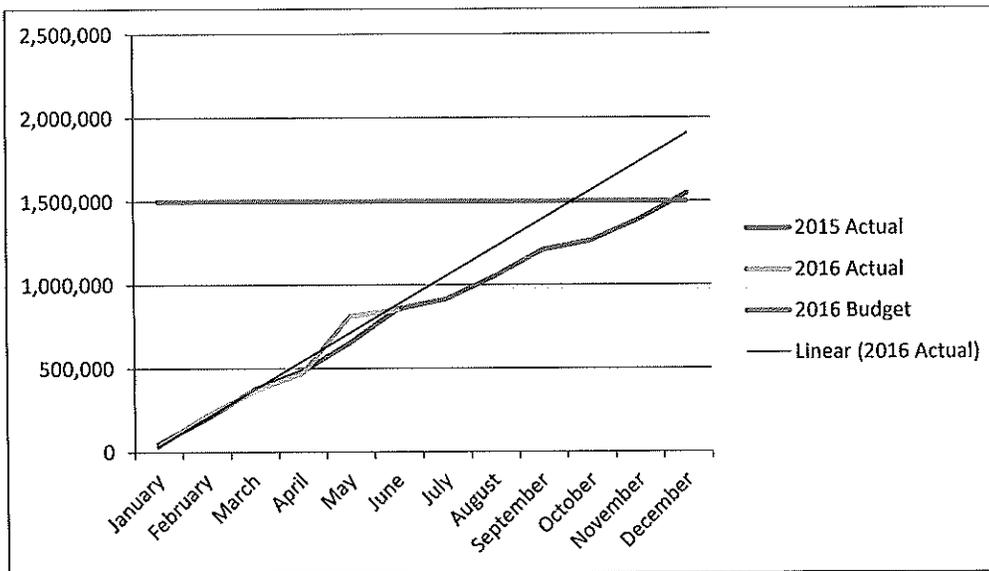
	2015	2016
January	50,016	38,188
February	151,956	180,735
March	171,698	145,598
April	110,568	105,931
May	170,046	342,852
June	200,432	37,418
July	60,488	
August	134,675	
September	159,064	
October	54,651	
November	126,313	
December	157,218	



# Treasurer's Report - Earned Income Tax Collection

## Cumulative Collections

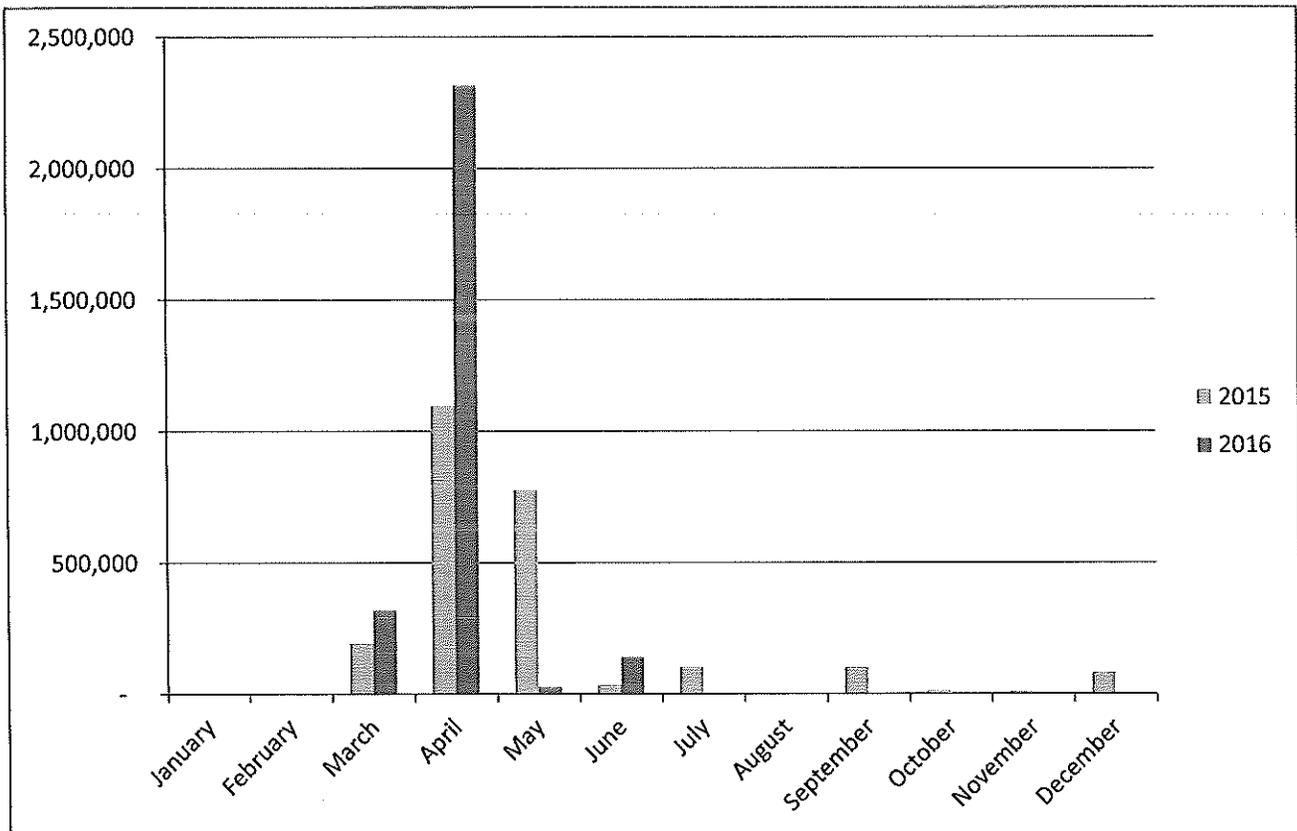
	2015 Budget	2016 Budget	2015 Actual	2016 Actual	2015 Collection %	2016 Collection %
January	1,325,000	1,500,000	50,016	38,188	3.8%	2.5%
February	1,325,000	1,500,000	201,972	218,923	15.2%	14.6%
March	1,325,000	1,500,000	373,670	364,521	28.2%	24.3%
April	1,325,000	1,500,000	484,238	470,452	36.5%	31.4%
May	1,325,000	1,500,000	654,283	813,304	49.4%	54.2%
June	1,325,000	1,500,000	854,715	850,722	64.5%	56.7%
July	1,325,000	1,500,000	915,203		69.1%	0.0%
August	1,325,000	1,500,000	1,049,878		79.2%	0.0%
September	1,325,000	1,500,000	1,208,942		91.2%	0.0%
October	1,325,000	1,500,000	1,263,594		95.4%	0.0%
November	1,325,000	1,500,000	1,389,906		104.9%	0.0%
December	1,325,000	1,500,000	1,547,124		116.8%	0.0%



# Treasurer's Report - Current Real Estate Tax Collection

## Monthly Collections

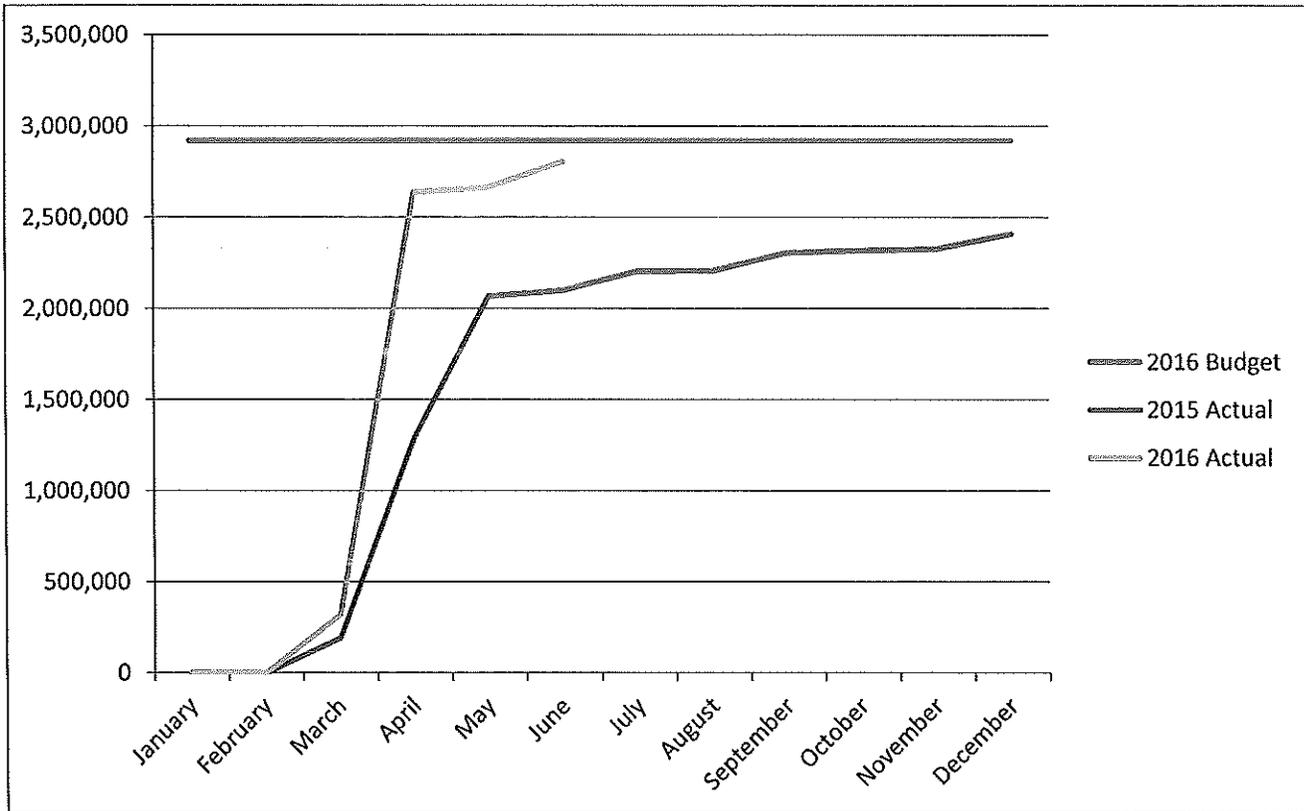
Month	2015	2016
January	-	-
February	-	91
March	192,156	318,414
April	1,096,966	2,318,174
May	777,274	27,588
June	32,514	141,010
July	104,103	
August	2,365	
September	99,846	
October	12,032	
November	8,767	
December	81,902	



# Treasurer's Report - Current Real Estate Tax Collection

## Cumulative Collections

	2015 Budget	2016 Budget	2015 Actual	2016 Actual	2016 Collection %
January	2,315,391	2,920,285	0	0	0.00%
February	2,315,391	2,920,285	0	91	0.00%
March	2,315,391	2,920,285	192,156	318,506	10.91%
April	2,315,391	2,920,285	1,289,122	2,636,680	90.29%
May	2,315,391	2,920,285	2,066,396	2,664,268	91.23%
June	2,315,391	2,920,285	2,098,911	2,805,278	96.06%
July	2,315,391	2,920,285	2,203,014		0.00%
August	2,315,391	2,920,285	2,205,379		0.00%
September	2,315,391	2,920,285	2,305,225		0.00%
October	2,315,391	2,920,285	2,317,257		0.00%
November	2,315,391	2,920,285	2,326,024		0.00%
December	2,315,391	2,920,285	2,407,926		0.00%



Treasurer's Report  
General Fund  
June 2016

Income	2016				2015			
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
301.100 - Real Estate Taxes - Current	2,805,277.90	2,920,285.00	-115,007.10	96.06%	2,088,910.32	2,315,391.00	-216,480.68	90.65%
Park					163,327.65	178,017.00	-14,689.35	91.75%
Debt					165,416.48	179,505.00	-14,088.52	92.15%
Emergency Services					197,772.00	299,921.00	-102,149.00	65.94%
310.200 - Earned Income Taxes	850,721.71	1,500,000.00	-649,278.29	56.72%	854,715.71	1,325,000.00	-470,284.29	64.51%
Taxes Other								
301.101 - Judicial Sales - Tax Claim	0.00	0.00	0.00	0.0%	0.00	1,800.00	-1,800.00	0.0%
301.200 - Real Estate Taxes - Delinquent	39,095.45	190,000.00	-150,904.55	20.58%	40,620.52	150,000.00	-109,379.48	27.08%
301.201 - Real Estate Court Settlement	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
301.300 - Returned Taxes - Upsat Sale	0.00	5,000.00	-5,000.00	0.0%	7,102.29	4,000.00	3,102.29	177.95%
301.400 - Returned Tax - Repository Sale	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
310.100 - Real Estate Transfer Taxes	102,325.59	170,000.00	-67,674.41	60.19%	71,105.51	150,000.00	-78,894.49	47.4%
310.500 - Local Services Taxes	222,163.87	390,000.00	-167,836.13	56.97%	192,743.01	340,000.00	-147,256.99	56.69%
Total Taxes Other	363,584.91	755,000.00	-391,415.09	48.16%	311,571.33	845,800.00	-534,228.67	48.25%
Licenses, permits and fees								
321.630 - Pumper-Hauler Licenses	0.00	0.00	0.00	0.0%	0.00	100.00	-100.00	0.0%
321.800 - Cable TV Franchise Fees*	54,665.47	200,000.00	-145,334.53	27.33%	54,377.85	190,000.00	-135,622.15	28.62%
322.100 - Application fees	0.00	0.00	0.00	0.0%	1,100.00	0.00	1,100.00	100.0%
Total Licenses, permits and fees	54,665.47	200,000.00	-145,334.53	27.33%	55,477.85	190,100.00	-134,622.15	29.18%
Fines and Forfeits								
331.100 - Court Fines - District Magistra	31,179.04	40,000.00	-8,820.96	77.95%	15,034.32	30,000.00	-14,965.68	50.11%
331.110 - Motor Vehicle Code Violations	8,719.80	20,000.00	-11,280.20	43.6%	8,659.01	30,000.00	-21,340.99	28.87%
331.200 - Ordinance Violations	3,882.90	500.00	2,882.90	676.58%	0.00	500.00	-500.00	0.0%
332.100 - Restitution	80.00	0.00	80.00	100.0%	0.00	0.00	0.00	0.0%
Total Fines and Forfeits	43,861.54	60,500.00	-17,138.46	71.67%	23,693.33	60,500.00	-36,806.67	39.16%
341.010 - Interest on Investments	8,132.80	14,000.00	-5,867.20	58.09%	6,696.38	4,000.00	2,696.38	167.21%
Park					158.37	300.00	-141.63	52.79%
Debt					34.98	180.00	-145.02	19.43%
Emergency Services					82.42	150.00	-67.58	54.95%
354.129 - Stadden Road Bridge Grant	1,000.00	0.00	1,000.00	100.0%	0.00	130,000.00	-130,000.00	0.0%
354.150 - Recycling Performance Grant	0.00	0.00	0.00	0.0%	109,216.77	5,000.00	104,216.77	2,184.34%
Other State Grants								
354.100 - Police Grants	456.74	10,000.00	-9,543.26	4.57%	0.00	0.00	0.00	0.0%
355.010 - Public Utility Realty Tax	0.00	7,000.00	-7,000.00	0.0%	0.00	0.00	0.00	0.0%
355.040 - Alcoholic Beverage Licenses	2,000.00	2,000.00	0.00	100.0%	1,200.00	2,750.00	-1,550.00	43.64%
355.050 - Pension System State Aid	0.00	204,395.00	-204,395.00	0.0%	0.00	184,992.00	-184,992.00	0.0%
355.070 - Foreign Fire Insurance	0.00	104,000.00	-104,000.00	0.0%	0.00	104,000.00	-104,000.00	0.0%
356.100 - State Payments in Lieu of Taxes	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
Total Other State Grants	2,456.74	327,895.00	-325,438.26	0.75%	1,200.00	292,242.00	-291,042.00	0.41%
357.030 - County Grant	22,752.00	40,000.00	-17,248.00	56.88%	0.00	0.00	0.00	0.0%
362.100 - Police Services	4,250.00	3,000.00	1,250.00	141.67%	2,119.00	0.00	2,119.00	100.0%
Building Permits	92,325.60	400,000.00	-307,674.40	23.08%	407,788.87	160,000.00	247,788.87	251.12%
362.411 - Connect & Tank Abandonment Fees								
362.410 - Building Permits - BIU - Other								

Treasurer's Report  
General Fund  
June 2016

	2016			2015				
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
<b>Total Building Permits</b>	96,575.60	403,000.00	-306,424.40	23.96%	403,907.87	160,000.00	243,907.87	252.44%
Charges for Services								
361.310 - Subdivision, Land Develop Fees	11,050.00	5,000.00	6,050.00	221.0%	2,730.00	4,000.00	-1,270.00	68.25%
361.330 - Zoning Hearing Board Fees	2,100.00	2,000.00	100.00	105.0%	900.00	2,000.00	-1,100.00	45.0%
361.340 - Cond Use, Curative PRD Fees	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
361.341 - UCC Appeal Board Fees	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
361.400 - Plan Review Fees	0.00	500.00	-500.00	0.0%	200.00	500.00	-300.00	40.0%
361.500 - Sale of Maps and Publications	30.50	100.00	-69.50	30.5%	32.50	100.00	-67.50	32.5%
361.700 - Reproduction of Records	235.75	100.00	135.75	235.75%	113.25	100.00	13.25	113.25%
362.110 - Sale of Police Reports	3,060.00	6,000.00	-2,940.00	51.0%	2,790.00	5,000.00	-2,210.00	55.8%
362.130 - Security Alarm Fees	120.00	150.00	-30.00	80.0%	100.00	150.00	-50.00	66.67%
362.300 - Zoning Permits	29,087.07	75,000.00	-45,912.93	38.76%	57,392.35	39,400.00	23,992.35	171.83%
362.440 - Sewer System Permits	7,025.00	12,000.00	-4,975.00	58.54%	5,100.00	12,000.00	-6,900.00	42.5%
362.450 - Use & Occupancy Permits	1,075.00	2,500.00	-1,425.00	43.0%	1,350.00	2,500.00	-1,150.00	54.0%
362.475 - Well Permits	100.00	1,000.00	-900.00	10.0%	900.00	900.00	0.00	100.0%
362.480 - Pool Permits	0.00	200.00	-200.00	0.0%	150.00	0.00	150.00	100.0%
362.485 - Sign Permits	5,750.00	3,000.00	2,750.00	71.8%	4,000.00	0.00	4,000.00	100.0%
362.491 - Fireworks Permits	200.00	200.00	0.00	100.0%	0.00	0.00	0.00	0.0%
362.495 - UCC Fees	524.00	500.00	24.00	104.8%	440.00	500.00	-60.00	88.0%
362.500 - Building Code Appeals Board Fee	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
362.600 - Miscellaneous Permits	100.00	500.00	-400.00	20.0%	275.00	0.00	275.00	100.0%
363.500 - Public Works Services	2,262.00	4,500.00	-2,238.00	50.27%	3,169.05	11,000.00	-7,830.95	28.81%
<b>Total Charges for Services</b>	62,719.32	118,750.00	-56,030.68	52.82%	79,642.15	71,750.00	7,892.15	111.0%
367.140 - Pavilion Rental Fees	10,200.00	15,000.00	-4,800.00	68.0%	11,250.00	13,000.00	-1,750.00	86.54%
<b>Other Operating Revenue</b>								
380.100 - Miscellaneous Revenue	1.00	100.00	-99.00	1.0%	1.00	100.00	-99.00	1.0%
387.100 - Contributions and Donations	3.00	500.00	-497.00	0.6%	400.00	1,000.00	-600.00	40.0%
387.200 - Fees in Lieu of Improvements	4,200.00	4,000.00	200.00	105.0%	4,200.00	2,500.00	1,700.00	168.0%
389.500 - Miscellaneous Reimbursements	0.00	0.00	0.00	0.0%	0.00	1,000.00	-1,000.00	0.0%
<b>Total Other Operating Revenue</b>	4,204.00	4,600.00	-396.00	91.39%	4,601.00	4,600.00	1.00	100.02%
<b>Other Financing Sources</b>								
391.100 - Sale of Surplus Property	8,220.00	5,000.00	3,220.00	164.4%	26,824.00	3,000.00	23,824.00	894.13%
392.300 - Interfund Transfers	284,192.52	0.00	284,192.52	100.0%	0.00	0.00	0.00	0.0%
395.000 - Refunds of Prior Year Expenses	169,808.34	135,170.00	34,638.34	87.01%	13,265.20	0.00	13,265.20	100.0%
<b>Total Other Financing Sources</b>	462,220.86	200,170.00	262,050.86	230.91%	40,089.20	3,000.00	37,089.20	1,336.31%
392.900 - Transfer from Fund Balance	0.00	310,488.00	-310,488.00	0.0%	0.00	0.00	0.00	0.0%
<b>Total Income</b>	4,787,872.85	6,869,699.00	-2,081,826.15	69.7%	4,532,177.93	5,905,456.00	-1,373,278.07	76.75%

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	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
<b>Expenses</b>								
General Government								
400.110 · Salary & Wages - Legislative	5,617.16	16,250.00	-10,632.84	34.57%	8,125.00	16,250.00	-8,125.00	50.0%
400.192 · Legislative SSI Tax	429.71	1,243.00	-813.29	34.57%	621.55	1,243.00	-621.45	50.0%
400.260 · Minor Equipment	408.99	2,000.00	-1,591.01	20.45%	1,314.00	3,000.00	-1,686.00	43.8%
400.420 · Dues, Subscriptions & Membershi	3,938.55	4,716.00	-777.45	83.52%	200.00	1,516.00	-1,316.00	13.19%
400.460 · Legislative -Meetings & Training	0.00	1,000.00	-1,000.00	0.0%	0.00	1,000.00	-1,000.00	0.0%
400.540 · Legislative - Donations	567.79	3,000.00	-2,432.21	18.93%	0.00	1,300.00	-1,300.00	0.0%
401.110 · Admin Salaries & Wages	49,944.32	104,734.00	-54,789.68	47.69%	52,456.96	110,000.00	-57,543.04	47.69%
401.192 · Admin SSI Taxes	3,820.72	8,415.00	-4,594.28	45.4%	4,012.91	8,415.00	-4,402.09	47.69%
401.196 · Admin Health Insurance	11,633.25	25,259.00	-13,625.75	46.06%	16,425.20	25,258.00	-8,832.80	65.03%
401.198 · Non-Uniformed Pension Plan	4,671.98	9,900.00	-5,228.02	47.19%	5,130.41	9,900.00	-4,769.59	51.82%
401.199 · Admin Life and Disability Ins	331.38	736.00	-424.62	43.83%	441.00	760.00	-319.00	58.03%
401.200 · Administration Allowances	997.40	1,250.00	-252.60	79.79%	1,545.45	3,200.00	-1,654.55	48.3%
401.220 · Admin Operating Supplies	0.00	430.00	-430.00	0.0%	0.00	500.00	-500.00	0.0%
401.260 · Admin Minor Equipment	0.00	1,000.00	-1,000.00	0.0%	39.99	3,000.00	-2,960.01	1.33%
401.420 · Admin Dues, Subscriptions & Mem	0.00	2,565.00	-2,565.00	0.0%	249.66	2,565.00	-2,315.34	9.73%
401.460 · Admin Meetings & Training	0.00	0.00	0.00	0.0%	804.00	3,250.00	-2,446.00	24.74%
402.110 · Fin Admin Salaries & Wages	26,499.20	53,202.00	-26,702.80	49.81%				
402.120 · Financial Admin OVT	1,939.67	2,500.00	-560.33	77.59%				
402.192 · Fin Admin SSI Taxes	2,175.59	4,261.00	-2,085.41	51.06%				
402.196 · Fin Admin Health Insurance	14,391.97	26,274.00	-11,882.03	54.78%				
402.198 · Fin Admin Non-Uni Pension Plan	2,563.41	4,738.00	-2,224.59	53.54%				
402.199 · Fin Admin Life & Disability Ins	402.00	804.00	-402.00	50.0%				
402.220 · Fin Admin Operating Supplies	58.97	500.00	-441.03	11.79%				
402.260 · Fin Admin Minor Equipment	0.00	500.00	-500.00	0.0%				
402.310 · Fin Admin Professional Svcs	4,337.22	12,000.00	-7,662.78	36.14%	10,383.00	15,000.00	-4,617.00	69.22%
402.420 · Fin Admin Dues, Subscriptions	495.00	570.00	-75.00	86.84%				
402.460 · Fin Admin Meetings & Training	661.54	1,000.00	-338.46	66.15%				
403.110 · Tax Collection Salaries & Wages	4,615.44	10,000.00	-5,384.56	46.15%	4,769.29	10,000.00	-5,230.71	47.69%
403.192 · Tax Collection SSI Taxes	353.16	765.00	-411.84	46.17%	364.94	765.00	-400.06	47.71%
403.215 · Tax Collection Postage	1,603.53	2,000.00	-396.47	80.18%	1,606.71	2,000.00	-393.29	80.34%
403.220 · Tax Collection Operating Supply	1,286.02	2,000.00	-733.98	63.3%	1,465.23	2,000.00	-534.77	73.26%
403.310 · Tax Collection Professional Srv	17,701.21	23,250.00	-5,548.79	76.13%	16,809.88	26,000.00	-9,190.12	64.65%
403.460 · Tax Collection Meetings & Conf	0.00	625.00	-625.00	0.0%	0.00	625.00	-625.00	0.0%
404.310 · Township Solicitor	26,746.07	90,000.00	-63,253.93	29.72%	43,589.14	90,000.00	-46,410.86	48.43%
405.110 · Secretary Salaries & Wages	41,959.20	101,903.00	-59,943.80	41.18%	64,289.79	135,529.00	-71,239.21	47.44%
405.120 · Secretary OT	2,218.37	6,000.00	-3,781.63	36.97%	4,597.11	8,000.00	-3,402.89	57.46%
405.192 · Secretary SSI Taxes	3,362.71	8,256.00	-4,893.29	40.74%	5,252.89	10,368.00	-5,115.11	50.66%
405.196 · Secretary Insurance	21,496.39	38,414.00	-16,917.61	55.96%	41,680.16	48,828.00	-7,147.84	85.36%
405.198 · Secretary Non-Uni Pension Plan	3,610.47	7,821.00	-4,210.53	46.16%	6,156.78	11,298.00	-5,141.22	54.49%
405.199 · Secretary Life & Disability Ins	737.00	1,600.00	-863.00	46.06%	1,373.33	2,400.00	-1,026.67	57.22%
405.260 · Secretary Operating Supplies	0.00	500.00	-500.00	0.0%	332.85	1,500.00	-1,167.15	22.19%
405.260 · Secretary Minor Equipment	0.00	1,000.00	-1,000.00	0.0%	0.00	3,000.00	-3,000.00	0.0%
405.310 · Secretary Professional Svcs	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
405.420 · Secretary Dues, Subscriptions	0.00	1,000.00	-1,000.00	0.0%	198.00	2,500.00	-2,302.00	7.92%
405.460 · Secretary Meetings & Training	3,293.38	4,000.00	-706.62	82.34%	1,399.15	4,000.00	-2,600.85	34.98%

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406.220 · Gen Govt Operation Supplies	2,982.96	7,000.00	-4,017.04	42.61%	3,850.99	7,000.00	-3,149.01	55.01%
406.310 · Gen Govt Professional Svcs	3,299.40	8,600.00	-5,300.60	38.37%	1,990.50	2,000.00	-9.50	99.53%
406.320 · Gen Govt Communications	3,751.78	9,000.00	-5,248.22	41.69%	3,841.54	15,000.00	-11,158.46	25.61%
406.340 · Gen Govt Advertising & Printing	1,610.18	8,000.00	-6,389.82	20.13%	4,375.66	5,000.00	-624.34	87.51%
406.374 · Gen Govt Office Equipment Maint	0.00	1,000.00	-1,000.00	0.0%	0.00	1,500.00	-1,500.00	0.0%
406.384 · Gen Govt Equipment Leases	2,000.05	6,396.00	-4,395.95	31.27%	618.40	6,396.00	-5,777.60	9.67%
406.430 · Gen Govt Real Estate Taxes	373.19	500.00	-126.81	74.64%	1,411.34	6,500.00	-5,088.66	21.71%
407.252 · Computer Parts & Supplies	719.00	1,000.00	-281.00	71.9%	0.00	500.00	-500.00	0.0%
407.260 · Technology Minor Equipment	6,360.36	8,500.00	-2,139.64	74.93%	11,121.86	14,000.00	-2,878.14	79.44%
407.450 · Contracted Services	10,110.63	70,000.00	-59,889.37	14.44%	33,312.78	85,000.00	-51,687.22	39.19%
408.310 · Township Engineer	0.00	1,000.00	-1,000.00	0.0%	406.97	1,000.00	-593.03	40.7%
409.220 · Building Operating Supplies	16,815.52	47,000.00	-30,184.48	35.78%	15,598.08	48,000.00	-32,461.92	32.37%
409.360 · Building Utilities	4,544.38	17,000.00	-12,455.62	26.73%	9,679.38	20,000.00	-10,320.62	48.4%
409.373 · Building Maint & Repairs	3,112.21	7,000.00	-3,887.79	44.46%	2,887.36	15,000.00	-12,112.64	19.25%
409.450 · Building Contracted Services								
<b>Total General Government</b>	<b>320,528.43</b>	<b>780,546.00</b>	<b>-460,017.57</b>	<b>41.07%</b>	<b>384,669.24</b>	<b>793,866.00</b>	<b>-409,196.76</b>	<b>48.46%</b>
<b>Public Safety</b>								
410.120 · Police Salaries & Wages-Admin	43,066.40	86,484.00	-43,397.60	49.81%	41,345.92	83,306.00	-41,960.08	49.63%
410.130 · Police Salaries & Wages-Officer	514,074.64	1,114,911.00	-600,836.36	46.11%	476,450.40	1,086,326.00	-609,875.60	43.86%
410.140 · Police Salaries & Wages-Civilian	22,820.17	47,594.00	-24,773.83	47.95%	21,618.96	42,192.00	-20,573.04	51.24%
410.179 · Police Longevity Pay	0.00	42,824.00	-42,824.00	0.0%	0.00	40,794.00	-40,794.00	0.0%
410.180 · Police Overtime Wages	59,494.72	125,000.00	-65,505.28	47.6%	55,187.14	110,000.00	-54,812.86	50.17%
410.187 · Police Overtime Civ Support	15.80	500.00	-484.20	3.16%	0.00	500.00	-500.00	0.0%
410.191 · Uniform Allowance	7,518.00	14,400.00	-6,882.00	52.21%	1,529.45	13,600.00	-12,070.55	11.25%
410.192 · Police SSI Taxes	50,029.61	108,423.00	-58,393.39	46.14%	45,292.10	94,747.00	-49,454.90	47.8%
410.196 · Police Health Insurance	248,988.26	435,076.00	-186,087.74	57.23%	278,319.16	397,284.00	-118,964.84	70.06%
410.197 · Police Pension Plan	0.00	145,320.00	-145,320.00	0.0%	0.00	150,577.00	-150,577.00	0.0%
410.198 · Police Life & Disability Ins	7,303.00	16,470.00	-9,167.00	44.34%	7,897.39	16,100.00	-8,202.61	49.05%
410.199 · Police Non-Uniform Pension	1,975.75	3,959.00	-1,983.25	49.91%	1,887.49	3,797.00	-1,909.51	49.71%
410.200 · Police 457 Contribution	0.00	5,000.00	-5,000.00	0.0%	5,259.45	10,600.00	-5,340.55	49.62%
410.220 · Police Operating Supplies	3,603.64	5,000.00	-1,396.36	72.07%	3,441.69	5,000.00	-1,558.31	68.83%
410.221 · Crime Scene Supplies	306.83	1,000.00	-693.17	30.68%	333.58	1,600.00	-1,266.42	20.85%
410.222 · Ammunition	522.84	5,000.00	-4,477.16	10.46%	4,210.60	5,000.00	-789.40	84.21%
410.223 · K-9 Expenses	143.26	144.00	-0.74	99.49%	1,070.16	2,000.00	-929.84	53.51%
410.231 · Vehicle Fuel	16,215.66	45,000.00	-28,784.34	36.04%	18,600.28	72,500.00	-53,899.72	25.66%
410.260 · Police Minor Equipment	1,263.87	5,000.00	-3,736.13	25.28%	10,737.44	15,000.00	-4,262.56	71.58%
410.310 · Police Professional Services	0.00	2,500.00	-2,500.00	0.0%	2,074.62	5,000.00	-2,925.38	41.49%
410.314 · Civil Service Comm Solicitor	6,456.41	10,000.00	-3,543.59	64.56%	6,318.70	13,000.00	-6,681.30	48.61%
410.320 · Police Communications	8,015.54	15,000.00	-6,984.46	53.44%	7,901.88	10,000.00	-2,098.12	79.02%
410.341 · Police Advertising & Printing	112.00	400.00	-288.00	28.0%	3,060.00	3,500.00	-450.00	87.14%
410.373 · Police Maint & Repair Bldg	4,560.83	6,356.00	-1,795.17	71.76%	6,739.75	7,500.00	-760.25	89.86%
410.374 · Police Equipment Maint	2,299.65	3,500.00	-1,200.35	65.7%	2,133.20	4,750.00	-2,616.80	44.91%
410.420 · Police Dues, Subscriptions	337.00	1,500.00	-1,163.00	22.47%	517.00	1,500.00	-983.00	34.47%
410.450 · Police Contracted Services	64,304.51	99,163.00	-34,858.49	64.85%	85,276.69	99,164.00	-13,887.31	86.0%
410.451 · Police Vehicle Maintenance	13,181.91	25,000.00	-11,818.09	52.73%	15,703.00	25,000.00	-9,297.00	62.81%
410.460 · Police Meetings & Training	917.36	8,500.00	-7,582.64	10.79%	5,373.63	10,000.00	-4,626.37	53.74%
410.740 · Police Capital Purch, Minor					0.00	5,000.00	-5,000.00	0.0%
410.741 · Police Capital Purch, Autos					0.00	53,000.00	-53,000.00	0.0%

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411.232 · Fire Department Fuel	0.00	6,150.00	-6,150.00	0.0%	1,582.22	6,150.00	-4,567.78	25.73%
411.540 · Foreign Fire Payments	0.00	104,000.00	-104,000.00	0.0%	0.00	100,000.00	-100,000.00	0.0%
411.541 · Disbursement to Fire Company	0.00	215,000.00	-215,000.00	0.0%	0.00	213,062	-213,062.00	0.0%
412.100 · Ambulance Fuel					6,018.03	35,000.00	-28,981.97	17.19%
412.540 · Disbursement to Ambulance					50,000.00	100,000.00	-50,000.00	50.0%
413.220 · Code Enforcement Supplies	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
413.260 · Code Enforcement Minor Equip	0.00	500.00	-500.00	0.0%	236,876.23	248,333.00	-11,456.77	95.39%
413.310 · Prof Services - BIU Building	34,348.00	280,000.00	-245,652.00	12.27%	10,140.00	8,400.00	1,740.00	120.71%
413.311 · Prof Services - SEO	4,662.04	15,000.00	-10,337.96	31.08%	12,007.50	23,400.00	-11,392.50	51.31%
413.312 · Professional Services - ZO					0.00	0.00	0.00	0.0%
413.314 · Building Code Appeals Board					192.00	750.00	-558.00	25.6%
413.319 · Code Enforcement UCC Fees	192.00	1,000.00	-808.00	19.2%	0.00	100.00	-100.00	0.0%
413.341 · Code Enforcement Advertising	0.00	250.00	-250.00	0.0%	0.00	0.00	0.00	0.0%
413.420 · Code Enforcement Contracted Srv					0.00	0.00	0.00	0.0%
413.451 · Code Enforcement Vehicle Maint					0.00	0.00	0.00	0.0%
413.460 · Code Enforcement Meetings	0.00	500.00	-500.00	0.0%	0.00	0.00	0.00	0.0%
414.110 · Planning & Zoning Salaries	15,146.00	39,771.00	-24,625.00	38.08%	0.00	0.00	0.00	0.0%
414.120 · Planning & Zoning OT	68.25	1,000.00	-931.75	6.83%	0.00	0.00	0.00	0.0%
414.192 · Planning & Zoning SSI Taxes	1,163.90	3,230.00	-2,066.10	36.03%	0.00	0.00	0.00	0.0%
414.196 · Planning & Zoning Health Ins	5,813.90	17,000.00	-11,186.10	34.2%	0.00	0.00	0.00	0.0%
414.198 · Planning & Zoning N-U Pension	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
414.199 · Zoning Life & Disability	189.00	850.00	-661.00	22.24%	0.00	0.00	0.00	0.0%
414.220 · Planning & Zoning Supplies	95.00	500.00	-405.00	19.0%	0.00	600.00	-600.00	0.0%
414.310 · Planning & Zoning Prof Srvs	7,332.40	31,000.00	-23,667.60	23.65%	995.25	23,000.00	-22,004.75	4.33%
414.313 · Planning & Zoning Engineering	3,974.39	10,000.00	-6,025.61	39.74%	6,132.90	0.00	6,132.90	100.0%
414.314 · Planning & Zoning Legal	11,067.15	20,000.00	-8,932.85	55.34%	14,924.28	0.00	14,924.28	100.0%
414.324 · Zoning Cell Phone	70.62	71.00	-0.38	99.47%	0.00	0.00	0.00	0.0%
414.331 · Zoning Officer Mileage	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
414.341 · Planning & Zoning Advertising	1,232.40	2,500.00	-1,267.60	49.3%	823.00	1,000.00	-177.00	82.3%
414.460 · Planning & Zoning Meetings	0.00	500.00	-500.00	0.0%	0.00	400.00	-400.00	0.0%
415.220 · Emer Mgmt Operating Supplies	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
415.460 · Emer Mgmt Meetings & Training	0.00	200.00	-200.00	0.0%	0.00	200.00	-200.00	0.0%
<b>Total Public Safety</b>	<b>1,162,882.71</b>	<b>3,129,026.00</b>	<b>-1,966,143.29</b>	<b>37.16%</b>	<b>1,447,961.09</b>	<b>3,149,732.00</b>	<b>-1,701,770.91</b>	<b>45.97%</b>
<b>Public Works Other</b>								
426.227 · Recycling containers					0.00	1,126.00	-1,126.00	0.0%
427.220 · Solid Waste Coll Supplies	135.00	1,500.00	-1,365.00	9.0%	120.00	1,500.00	-1,380.00	8.0%
427.221 · Equip Rental - Grinder	0.00	4,700.00	-4,700.00	0.0%	4,680.00	4,700.00	-20.00	99.57%
427.450 · Contracted Svs - Clean-Up Days	9,684.54	16,000.00	-6,315.46	60.53%	7,719.91	20,000.00	-12,280.09	38.6%
429.317 · TIF	0.00				17,566.00	17,566.00	0.00	100.0%
<b>Total Public Works Other</b>	<b>9,819.54</b>	<b>22,200.00</b>	<b>-12,380.46</b>	<b>44.23%</b>	<b>30,085.91</b>	<b>44,892.00</b>	<b>-14,806.09</b>	<b>67.02%</b>
<b>Public Works Highways, Roads, Streets</b>								
430.110 · Public Works Salaries	207,068.89	398,645.00	-191,576.11	51.94%	185,011.55	394,987.00	-209,975.45	46.84%
430.120 · Public Works OT Wages	12,801.19	25,000.00	-12,198.81	51.21%	24,541.09	30,000.00	-5,458.91	81.8%
430.192 · Public Works SSI Taxes	16,727.77	32,409.00	-15,681.23	51.62%	15,998.57	30,713.00	-14,714.43	51.9%
430.196 · Public Works Insurance	131,774.72	223,374.00	-91,599.28	58.99%	135,593.76	213,252.00	-77,658.24	63.58%
430.198 · Public Works N-U Pension	19,369.83	34,258.00	-14,888.17	56.54%	18,280.82	34,513.00	-16,232.18	52.97%

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430.199 - Public Works Life & Disab Ins	3,728.00	5,570.00	-1,842.00	66.93%	3,985.10	6,400.00	-2,414.90	62.27%
430.200 - Public Works Director Allowance	296.10	600.00	-303.90	49.35%	148.05	450.00	-301.95	32.9%
430.220 - Public Works Oper Supplies	4,275.28	13,300.00	-9,024.72	32.15%	4,841.58	15,000.00	-10,158.42	32.28%
430.232 - Public Works Diesel	12,523.16	55,000.00	-42,476.84	22.77%	23,148.13	66,250.00	-43,101.87	34.94%
430.234 - Public Works Vehicle Supplies	0.00	6,000.00	-6,000.00	0.0%	1,115.90	6,000.00	-4,884.10	18.6%
430.238 - Public Works Uniforms	4,213.40	7,800.00	-3,586.60	54.02%	3,978.77	7,800.00	-3,821.23	51.01%
430.260 - Public Works Minor Equip Purch	533.82	2,000.00	-1,466.18	26.69%	803.89	2,000.00	-1,196.11	40.2%
430.331 - Mileage Reimbursement	259.71	1,000.00	-740.29	25.97%	173.67	1,000.00	-826.33	17.37%
430.341 - Public Works Advertising	1,290.80	1,500.00	-209.20	86.05%	7,359.03	18,750.00	-11,390.97	39.25%
430.360 - Public Works Utilities	2,585.52	9,000.00	-6,414.48	28.73%	8,071.85	10,000.00	-1,928.15	80.72%
430.373 - Public Works Maint & Rep Bldg	25,648.15	77,000.00	-51,351.85	33.31%	2,922.49	5,000.00	-2,077.51	58.45%
430.374 - Public Works Small Equip Maint	0.00	500.00	-500.00	0.0%	28,678.78	25,000.00	3,678.78	114.72%
430.375 - Public Works Heavy Equip Maint	200.00	500.00	-300.00	40.0%	625.00	500.00	125.00	125.0%
430.384 - Public Works Equip Rental	180.00	1,000.00	-820.00	18.0%	895.00	46,000.00	-45,105.00	1.95%
430.420 - Public Works Dues, Subscription	132.50	750.00	-617.50	17.67%	380.00	24,421.00	-24,041.00	1.56%
430.450 - Public Works Contracted Svcs	274.90	500.00	-225.10	54.98%	601.13	500.00	101.13	120.23%
430.451 - Public Works Vehicle Maint	45,082.51	125,000.00	-79,917.49	36.07%	0.00	500.00	-500.00	0.0%
430.460 - Public Works Meetings & Trainin	7,980.08	8,000.00	-19.92	99.75%	103,997.78	125,000.00	-21,002.22	83.2%
430.650 - Public Works Hand Tool Purch	0.00	7,500.00	-7,500.00	0.0%	6,468.97	8,000.00	-1,531.03	80.86%
430.740 - Public Works Capital Purchases	0.00	3,000.00	-3,000.00	0.0%	0.00	15,000.00	-15,000.00	0.0%
432.220 - Snow & Ice Rem Oper Supplies	0.00	3,000.00	-3,000.00	0.0%	1,128.52	5,000.00	-3,871.48	22.57%
432.375 - Snow & Ice Rem Equipment Maint	0.00	4,000.00	-4,000.00	0.0%	1,542.97	4,000.00	-2,457.03	38.57%
432.450 - Snow & Ice Rem Subcontractors	1,699.67	4,000.00	-2,300.33	42.49%	4,573.50	6,500.00	-1,926.50	70.36%
433.220 - Traffic Signals & Signs Supply	9,431.00	11,859.00	-2,428.00	79.53%	12,712.76	56,250.00	-43,537.24	22.6%
433.360 - Traffic Signals & Signs Utiliti	10,676.15	75,000.00	-64,323.85	14.24%	9,444.40	130,000.00	-120,555.60	7.27%
433.450 - Traffic Signals Contracted Svcs	0.00	40,000.00	-40,000.00	0.0%	31,103.47	35,000.00	-3,896.53	88.87%
438.220 - Road Maint Capital Construction	0.00	30,000.00	-30,000.00	0.0%				
438.610 - Road Maint Capital Construction	0.00	20,000.00	-20,000.00	0.0%				
438.611 - Line Painting	650.00	20,000.00	-19,350.00	3.25%				
438.612 - Crack Sealing								
438.613 - Vegetation Control								
<b>Total Public Works Highways, Roads, Streets</b>	<b>519,403.15</b>	<b>1,220,065.00</b>	<b>-700,661.85</b>	<b>42.57%</b>	<b>638,066.53</b>	<b>1,516,284.00</b>	<b>-878,217.47</b>	<b>42.08%</b>
<b>Culture and Recreation</b>								
452.390 - Recreation Fees	101.60	0.00	101.60	100.0%				
454.110 - Park Salary & Wage	19,606.17	65,729.00	-46,122.83	29.83%	16,820.96	65,828.00	-49,007.04	25.55%
454.120 - Park OT	82.01	1,500.00	-1,417.99	5.47%	302.53	1,500.00	-1,197.47	20.17%
454.192 - Park SSI	1,500.90	5,142.00	-3,641.10	29.19%	1,304.71	5,036.00	-3,731.29	25.91%
454.198 - Park N-U Pension Plan	685.76	2,343.00	-1,707.24	27.13%	0.00	2,352.00	-2,352.00	0.0%
454.220 - Park Operating Supplies	1,323.85	3,000.00	-1,676.15	44.13%	877.01	2,000.00	-1,122.99	43.85%
454.231 - Park Vehicle Fuel	0.00	1,500.00	-1,500.00	0.0%	0.00	2,500.00	-2,500.00	0.0%
454.260 - Park Minor Equipment	743.36	1,500.00	-756.64	49.56%	0.00	2,000.00	-2,000.00	0.0%
454.310 - Park Professional Services	0.00	2,000.00	-2,000.00	0.0%	0.00	2,000.00	-2,000.00	0.0%
454.320 - Park Communications	424.85	800.00	-375.15	53.11%	518.64	800.00	-281.36	64.83%
454.340 - Park Advertising & Printing	0.00	500.00	-500.00	0.0%	31.60	500.00	-468.40	6.32%
454.360 - Park Utilities	1,218.61	2,700.00	-1,481.39	45.13%	784.17	2,700.00	-1,915.83	29.04%
454.373 - Park Repairs & Maintenance	4,030.32	10,000.00	-5,969.68	40.3%	3,818.99	10,000.00	-6,181.01	38.19%
454.374 - Park Equipment Maintenance	672.80	1,500.00	-827.20	44.85%	0.00	1,000.00	-1,000.00	0.0%
454.450 - Park Contracted Services	5,948.66	20,000.00	-14,051.34	29.74%	229.41	1,500.00	-1,270.59	15.29%
454.451 - Vehicle Maintenance					51.91	500.00	-448.09	10.38%

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General Fund  
June 2016

454.460 · Park Meetings & Training	0.00	500.00	-500.00	0.0%	0.0%	500.00	-500.00	0.0%
454.530 · HJPOSC & General Contrib	0.00	65,851.00	-35,358.47	0.0%	46.31%	30,492.53	-35,358.47	46.31%
454.700 · Park Capital Purchases	0.00	39,000.00	-39,000.00	0.0%	0.0%	0.00	-39,000.00	0.0%
457.540 · Community Day Celebration	0.00	3,000.00	-3,000.00	0.0%	0.0%	0.00	-3,000.00	0.0%
457.541 · Bicentennial Committee Expenses	918.98	7,500.00	-6,581.02	12.25%				
463.540 · TIF	158,088.62	178,577.00	-20,508.38	88.52%				
<b>Total Culture and Recreation</b>	<b>195,276.49</b>	<b>327,191.00</b>	<b>-131,914.51</b>	<b>59.86%</b>		<b>208,567.00</b>	<b>-153,334.54</b>	<b>26.48%</b>
<b>Debt Services</b>								
471.100 · Series 2008 GON (cranberry bridge)	24,438.94	24,523.00	-84.06	99.66%		9,779.65	2.65	100.03%
471.200 · Series 2006 GON (school)	5,931.49	11,960.00	-6,028.51	49.59%		47,122.06	-46,565.94	50.3%
471.350 · 2011 Case Loader	3,640.51	3,641.00	-0.49	99.99%		5,739.48	-5,838.52	49.57%
471.351 · Rogers Trailer						3,505.32	0.32	100.01%
471.352 · 2010 Skid Loader						5,928.72	-5,893.28	50.15%
471.356 · 2012 Case Loader						45,249.52	0.52	100.0%
472.100 · Series 2008 GON Interest	222.06	226.00	-3.94	98.26%		77.75	3.75	105.07%
472.200 · Series 2006 GON Interest	194.31	211.00	-56.69	73.13%		1,863.38	-940.62	66.45%
472.350 · 2011 Case Loader Interest	104.63	195.00	-37.37	99.55%		346.32	-247.68	58.3%
472.351 · Rogers Trailer Interest						239.82	-0.18	99.93%
472.352 · 2010 Skid Loader Interest						177.48	-176.52	50.14%
<b>Total Debt Services</b>	<b>34,491.94</b>	<b>40,656.00</b>	<b>-6,174.06</b>	<b>84.82%</b>		<b>120,029.50</b>	<b>-59,655.50</b>	<b>66.8%</b>
<b>Benefits and Withholding</b>								
483.194 · Employer Pd Unemployment Comp	24,149.94	25,030.00	-850.06	96.6%		26,451.45	-1,548.55	94.47%
483.195 · Employer Pd Worker's Comp	83,678.53	121,090.00	-37,321.47	69.16%		73,802.81	-41,591.39	63.96%
483.200 · Federal Healthcare Tax	138.88	130.00	8.88	106.83%		0.00	-180.00	0.0%
483.201 · Transitional Reinsurance Fee	0.00	2,874.00	-2,874.00	0.0%		0.00	-3,741.00	0.0%
<b>Total Benefits and Withholding</b>	<b>107,967.35</b>	<b>149,094.00</b>	<b>-41,036.65</b>	<b>72.46%</b>		<b>100,254.06</b>	<b>-47,080.94</b>	<b>68.05%</b>
<b>Insurance</b>								
486.350 · Property & Liability Insurance	92,177.00	92,177.00	0.00	100.0%		87,339.00	-61.00	99.93%
486.355 · Professional Bonds	5,550.00	6,426.00	-875.00	86.38%		6,425.01	-374.99	94.49%
<b>Total Insurance</b>	<b>97,727.00</b>	<b>98,602.00</b>	<b>-875.00</b>	<b>99.11%</b>		<b>93,764.01</b>	<b>-435.99</b>	<b>99.54%</b>
<b>Miscellaneous Expenses</b>								
489.100 · Miscellaneous Expenses	15.00	50.00	-35.00	30.0%				
<b>Total Miscellaneous Expenses</b>	<b>15.00</b>	<b>50.00</b>	<b>-35.00</b>	<b>30.0%</b>				
<b>Interfund Transfers</b>								
492.300 · Interfund Transfer to Cap Resv	1,128,094.04	1,128,094.00	0.04	100.0%		24,000.00	-30,141.00	44.33%
492.350 · Interfund Transfer to Lig Fuels						2,160.92	-0.08	100.0%
<b>Total Interfund Transfers</b>	<b>1,128,094.04</b>	<b>1,128,094.00</b>	<b>0.04</b>	<b>100.0%</b>		<b>26,160.92</b>	<b>-30,141.08</b>	<b>46.47%</b>
<b>Other Expenses</b>								
491.000 · Refund of Prior Year Revenues	1,154.26	1,155.00	-0.74	99.94%		26,482.69	-0.31	100.0%
<b>Total Other Expenses</b>	<b>1,154.26</b>	<b>1,155.00</b>	<b>-0.74</b>	<b>99.94%</b>		<b>26,482.69</b>	<b>-0.31</b>	<b>100.0%</b>
<b>Total Expenses</b>	<b>3,577,359.91</b>	<b>6,896,599.00</b>	<b>-3,319,239.09</b>	<b>51.87%</b>		<b>2,802,676.91</b>	<b>-3,234,964.09</b>	<b>46.42%</b>

**General Fund  
Balance Sheet  
As of June 30, 2016**

	Jun 30, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.000 · General Fund Cash	5,187,508.52
100.001 · Petty Cash	250.00
103.001 · Developer\Recreation Cash	110,335.05
<b>Total Checking/Savings</b>	5,298,093.57
<b>Other Current Assets</b>	
130.100 · Due from Sewer Operating	12,518.27
140.300 · Taxes Receivable	121,176.38
145.100 · Accounts Receivable Adjustments	55,245.85
<b>Total Other Current Assets</b>	188,940.50
<b>Total Current Assets</b>	5,487,034.07
<b>Other Assets</b>	
155.100 · Prepaid Insurance	1,168.74
<b>Total Other Assets</b>	1,168.74
<b>TOTAL ASSETS</b>	<b>5,488,202.81</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
200.000 · General Fund A/P	6,724.16
<b>Total Accounts Payable</b>	6,724.16
<b>Other Current Liabilities</b>	
200.100 · Accounts Payable Adjustments	4,232.00
201.100 · Accrued Wages Payable	57,798.01
201.200 · Accrued Taxes Payable	13,352.74
279.999 · Prior period adjustment	-16,472.61
<b>Total Other Current Liabilities</b>	58,910.14
<b>Total Current Liabilities</b>	65,634.30
<b>Total Liabilities</b>	65,634.30
<b>Equity</b>	
271.300 · Restricted Emergency Servic	31,360.65
271.100 · Restricted for Park Fund	229,348.55
271.000 · Restricted for Debt Service	41,819.20
279.000 · Fund Balance	3,909,527.17
Net Income	1,210,512.94
<b>Total Equity</b>	5,422,568.51
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,488,202.81</b>

Treasurer's Report  
Sewer Operating Fund  
June 2016

	2016				2015			
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
Income								
341.010 · Interest on Investments	8,744.63	15,000.00	-6,255.37	58.3%	8,625.39	0.00	8,625.39	100.0%
354.030 · Reimburse from State 611 Proj	0.00	122,261.00	-122,261.00	0.0%	0.00	0.00	0.00	0.0%
364.110 · Connection/Tapping Fees	205,000.00	930,000.00	-725,000.00	22.04%	1,422,500.00	4,463,750.00	-3,041,250.00	31.87%
364.120 · Sewer Use Fees	1,594,628.00	3,375,840.00	-1,781,212.00	47.24%	1,086,581.77	3,946,667.00	-2,860,085.23	27.53%
392.900 · Use of Fund Balance	0.00	5,614,071.00	-5,614,071.00	0.0%	0.00	0.00	0.00	0.0%
392.900 · Refund of Prior Year Expenditures	65.00	0.00	65.00	100.0%	0.00	0.00	0.00	0.0%
Total Income	1,808,437.63	10,057,172.00	-8,248,734.37	17.98%	2,517,707.16	8,410,417.00	-5,892,709.84	29.94%

Treasurer's Report  
Sewer Operations Fund  
June 2016

	2016			2015				
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
<b>Expense</b>								
429.100 · Utilities	18,868.44	79,600.00	-60,731.56	23.7%	23,290.28	77,600.00	-54,309.72	30.01%
429.110 · Public Works Dir Salary	19,500.00	39,000.00	-19,500.00	50.0%	12,150.00	42,500.00	-30,350.00	28.59%
429.192 · Social Security	1,491.77	2,984.00	-1,492.23	49.99%	929.48	2,678.00	-1,748.52	34.71%
429.197 · Non Uniform Pension Plan	2,025.00	3,510.00	-1,485.00	57.69%	449,096.27	3,150.00	-3,150.00	0.0%
429.200 · BCRA Sewage Treatment	512,126.28	1,022,220.00	-510,093.72	50.1%	419.33	1,104,756.00	-655,659.73	40.65%
429.231 · Collection System Costs	0.00	0.00	0.00	0.0%	2,000.00	2,000.00	-1,580.67	20.97%
429.244 · Operating Supplies	22,820.60	50,000.00	-27,179.40	45.64%	15,293.69	43,000.00	-27,706.31	35.57%
429.300 · Professional Services	92,772.95	193,000.00	-100,227.05	48.07%	112,679.89	277,000.00	-164,320.11	40.68%
429.374 · Equipment Repair & Maintenance	16,009.64	60,000.00	-43,990.36	26.68%	15,249.51	62,500.00	-47,250.49	24.4%
429.375 · Reimbursements - P Traps	1,000.00	0.00	1,000.00	100.0%	0.00	0.00	0.00	0.0%
429.610 · Improvements - 611 Project	0.00	163,015.00	-163,015.00	0.0%	0.00	163,015.00	-163,015.00	0.0%
471.000 · Debt Principal - Long and Short	191,045.71	4,941,983.00	-4,750,937.29	3.87%	189,145.55	1,814,039.00	-1,624,893.45	10.43%
472.000 · Debt Interest - Long and Short	237,142.10	721,859.00	-484,716.90	32.85%	137,825.37	960,771.00	-822,945.63	14.35%
491.000 · Refund of Prior Year Revenues	0.00	0.00	0.00	0.0%	35,000.00	0.00	35,000.00	100.0%
492.100 · Transfer to Sewer Construction	2,780,001.00	2,780,001.00	0.00	100.0%	0.00	3,857,408.00	-3,857,408.00	0.0%
<b>Total Expense</b>	<b>3,894,803.49</b>	<b>10,057,172.00</b>	<b>-6,162,368.51</b>	<b>38.73%</b>	<b>991,079.37</b>	<b>8,410,417.00</b>	<b>-7,419,337.63</b>	<b>11.78%</b>

Sewer\_Operating\_Fund  
Balance Sheet  
As of June 30, 2016

	Jun 30, 16
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.000 · Sewer Disbursement Operating	5,728,581.28
100.001 · Wayne Bank Checking	-4,860.00
Total Checking/Savings	5,723,721.28
Other Current Assets	
120.100 · A/R Sewer Usage Charges	26,800.31
Total Other Current Assets	26,800.31
Total Current Assets	5,750,521.59
Other Assets	
155.100 · Prepaid Expenses	85,185.00
Total Other Assets	85,185.00
<b>TOTAL ASSETS</b>	<b>5,835,706.59</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
201.100 · Accrued Wages Payable	1,050.00
201.200 · Accrued Taxes Payable	80.33
Total Other Current Liabilities	1,130.33
Total Current Liabilities	1,130.33
Total Liabilities	1,130.33
Equity	
299.000 · Fund Balance	7,905,370.91
299.999 · Prior Period Adjustment	15,571.21
Net Income	-2,086,365.86
Total Equity	5,834,576.26
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,835,706.59</b>

Treasurer's Report  
Sewer Construction Fund  
June 2016

	2016			2015				
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
Income								
341.010 - Interest on Investments	2,985.36	2,000.00	985.36	149.27%	2,150.87	2,000.00	150.87	107.54%
354.161 - Pennvest Grant	45,086.66	1,343,947.00	-1,298,860.34	3.36%	0.00	1,549,340.00	-1,549,340.00	0.0%
354.163 - H2O Grant		0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
392.000 - Transfer from Operations	2,780,001.00	2,780,001.00	0.00	100.0%	0.00	0.00	0.00	0.0%
392.900 - Use of Fund Balance	0.00	0.00	0.00	0.0%	0.00	262,479.00	-262,479.00	0.0%
393.100 - ERZB GSRB - ESSA	0.00	0.00	0.00	0.0%	58,266.81	0.00	58,266.81	100.0%
393.130 - Pennvest Loans	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
393.140 - LT Debt - First Keystone	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
393.143 - Proceeds of Refinance 7.5M	0.00	0.00	0.00	0.0%	0.00	4,500,000.00	-4,500,000.00	0.0%
393.142 - LOC - Wayne	0.00	0.00	0.00	0.0%	0.00	1,091,181.00	-1,091,181.00	0.0%
393.145 - Proceeds of ESSA 4.5	0.00	0.00	0.00	0.0%	4,350,000.00	0.00	4,350,000.00	100.0%
394.100 - Short Term Loans	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
395.000 - Refund of Prior Year Expenses	0.00	0.00	0.00	0.0%	267.50	0.00	267.50	100.0%
<b>Total Income</b>	<b>2,828,073.02</b>	<b>4,125,948.00</b>	<b>-1,297,874.98</b>	<b>68.54%</b>	<b>4,410,685.18</b>	<b>7,405,000.00</b>	<b>-2,994,314.82</b>	<b>59.56%</b>

Treasurer's Report  
Sewer Construction Fund  
June 2016

	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
Expense								
404.310 · Professional Services	615.00	5,000.00	-4,385.00	12.3%	38,975.24	5,000.00	33,975.24	779.51%
408.315 · Engineering - Collection System	117,622.70	158,448.00	-40,825.30	74.23%	56,847.88	25,000.00	31,847.88	227.39%
429.341 · Advertising		0.00	0.00	0.0%	164.60	0.00	164.60	100.0%
429.602 · Collection System Construction	2,355,907.04	3,962,500.00	-1,606,592.96	59.46%	5,534.84	2,875,000.00	-2,869,465.16	0.19%
429.620 · Engineering Fees Phs II	0.00	0.00	0.00	0.0%		0.00	0.00	0.0%
429.643 · Contractor Fee Phs III	0.00	0.00	0.00	0.0%		0.00	0.00	0.0%
471.000 · Debt Principal	0.00	0.00	0.00	0.0%	4,297,036.03	4,500,000.00	-202,963.97	95.49%
475.000 · Fiscal Agent Fees	0.00	0.00	0.00	0.0%	52,738.49	0.00	52,738.49	100.0%
489.000 · Bank Fees	0.00	0.00	0.00	0.0%	1.00	0.00	1.00	100.0%
<b>Total Expense</b>	<b>2,474,144.74</b>	<b>4,125,948.00</b>	<b>-1,651,803.26</b>	<b>59.97%</b>	<b>4,451,298.08</b>	<b>7,405,000.00</b>	<b>-2,953,701.92</b>	<b>60.11%</b>

Sewer\_Construction\_Fund  
**Balance Sheet**  
As of June 30, 2016

	<u>Jun 30, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.106 · ESSA 3M Checking	91,900.30
100.107 · Penn Vest Grant	45,095.23
100.112 · ESSA 3M Money Market	<u>1,148,289.72</u>
Total Checking/Savings	1,285,285.25
Other Current Assets	
130.100 · Prepaid Insurance	<u>1,719.75</u>
Total Other Current Assets	<u>1,719.75</u>
Total Current Assets	<u>1,287,005.00</u>
<b>TOTAL ASSETS</b>	<u><u>1,287,005.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
299.000 · Fund Balance	933,076.72
Net Income	<u>353,928.28</u>
Total Equity	<u>1,287,005.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,287,005.00</u></u>

**Treasurer's Report**  
**Capital Reserve Fund**  
**June 2016**

		2016			
		Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget
<b>Income</b>					
	<b>341.010 - Interest on Investments</b>	1,117.30	0.00	1,117.30	100.0%
	<b>392.100 - Transfer from General Fund</b>	1,128,094.04	1,128,094.00	0.04	100.0%
	<b>Total Income</b>	<b>1,129,211.34</b>	<b>1,128,094.00</b>	<b>1,117.34</b>	<b>100.1%</b>

**Treasurer's Report**  
**Capital Reserve Fund**  
**June 2016**

	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget
<b>Expense</b>				
409.373 · Municipal Building Facilities	16,054.53	170,000.00	-153,945.47	9.44%
410.373 · Police Facilities	21,370.00	25,000.00	-3,630.00	85.48%
410.740 · Police - Vehicles	0.00	51,948.00	-51,948.00	0.0%
430.373 · Public Works Facilities	6,350.00	80,000.00	-73,650.00	7.94%
430.740 · Public Works - Vehicles	0.00	192,000.00	-192,000.00	0.0%
438.610 · Maintenance and Repairs of Roads	0.00	573,646.00	-573,646.00	0.0%
454.373 · Park Facilities	0.00	35,500.00	-35,500.00	0.0%
<b>Total Expense</b>	<b>43,774.53</b>	<b>1,128,094.00</b>	<b>-1,084,319.47</b>	<b>3.88%</b>

4:04 PM

07/28/16

Accrual Basis

Operating\_Reserve\_Fund

Balance Sheet

As of June 30, 2016

---

	<u>Jun 30, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.000 · Capital Reserve Cash	1,085,436.81
Total Checking/Savings	<u>1,085,436.81</u>
Total Current Assets	<u>1,085,436.81</u>
<b>TOTAL ASSETS</b>	<u><u>1,085,436.81</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Net Income	1,085,436.81
Total Equity	<u>1,085,436.81</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,085,436.81</u></u>

Treasurer's Report  
Liquid Fuels Fund  
June 2016

	2016			2015				
	Jan 1 - June 30, 2016	Budget	\$ Over Budget	% of Budget	Jan 1 - June 30, 2015	Budget	\$ Over Budget	% of Budget
Income								
341.010 - Interest on Investments	362.95	350.00	12.95	103.7%	110.39	350.00	-239.61	31.54%
355.020 - Pennvest Grant	432,770.60	432,770.60	0.00	100.0%	370,832.94	337,526.00	33,306.94	109.87%
395.000 - Refund of Prior Year Expenses	0.00	0.00	0.00	0.0%	2,160.92	0.00	2,160.92	100.0%
<b>Total Income</b>	<b>433,133.55</b>	<b>433,120.60</b>	<b>12.95</b>	<b>100.0%</b>	<b>373,104.25</b>	<b>337,876.00</b>	<b>35,228.25</b>	<b>110.43%</b>

4:04 PM

07/28/16

Accrual Basis

# Liquid\_Fuels\_Fund

## Balance Sheet

As of June 30, 2016

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	<u>Jun 30, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.000 · Liquid Fuels Cash	433,176.82
Total Checking/Savings	<u>433,176.82</u>
Total Current Assets	<u>433,176.82</u>
<b>TOTAL ASSETS</b>	<u><u>433,176.82</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
299.000 · Fund Balance	43.27
Net Income	433,133.55
Total Equity	<u>433,176.82</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>433,176.82</u></u>



# Wayne Bank

A Subsidiary of Norwood Financial Corp.

## PAYOFF INQUIRY

Customer Name Township of Pocono Account # 107371-0001

Collateral Address \_\_\_\_\_  
\_\_\_\_\_

Requested By Borrower Date July 27, 2016

Principal \$2,808,818.70 Legal Fees \_\_\_\_\_

Interest \$18,762.90 Force placed insurance \_\_\_\_\_

Prepayment Penalty \_\_\_\_\_

Late Charges \_\_\_\_\_ Property Searches \_\_\_\_\_

Mortgage Sat. Fees \_\_\_\_\_ UCC Termination Fee \$84.00

**TOTAL PAYOFF** \$2,827,665.60

Payoff Good Until August 15, 2016 Per Diem \$112.35

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared By AGM Authorizing Officer \_\_\_\_\_

NOTE - This payoff quote requires an Authorizing Officer's signature to be official. **Payment must be received by 4:00 at any one of our branches.**



Pocono Township Check Listing  
August 1, 2016

General Fund	Date	Check	Vendor	Memo	Amount
	07/28/2016	54734	Lincoln Life	Supplemental voluntary pension	300.00
	07/28/2016	54735	US Bank	Police pension	5,110.54
	07/28/2016	54736	Nationwide	Supplemental voluntary pension	5,234.76
	07/28/2016	54737	MetLife	Non uniform pension	4,600.30
	07/28/2016	54738	Verizon Wireless	Phones - Township	195.06
	07/28/2016	54739	Amerihealth Casualty Services	Workman's comp - August	9,894.49
	07/28/2016	54740	Bartonsville Printing	Printing of SOP's	1,060.00
	07/28/2016	54741	BIU of PA, Inc.	SEO & ZO Services	1,167.50
	07/28/2016	54742	Charityanne Brunt	VOID: Refund for Park pavillion	0.00
	07/28/2016	54743	COMMONWEALTH OF PA - DEPT OF AGRICULTURE	Pesticide Application fee	10.00
	07/28/2016	54744	Cyphers Truck Parts	Stock Parts - Trucks	65.96
	07/28/2016	54745	Davidheiser's Inc.	Calibration - Trackers	90.00
	07/28/2016	54746	DES	Recycling	40.00
	07/28/2016	54747	Donna Kenderline Reporting	ZHB - Possinger	85.00
	07/28/2016	54748	E.M.Kutz, Inc.	Truck repair	1,118.70
	07/28/2016	54749	Eckert, Seamans, Cherin & Mellott, LLC	Police Arbitration Legal	406.00
	07/28/2016	54750	Element Environmental Solutions	Hazardous investigation of buildings	2,400.00
	07/28/2016	54751	Elsayed Aly	Refund ZO fees	200.00
	07/28/2016	54752	Fuller Paper Company	Garbage liners	241.32
	07/28/2016	54753	Gotta Go Potties, Inc	Porta-Potties - Carnival	1,410.00
	07/28/2016	54754	HUNTER KEYSTONE PETERBILT	Truck #11	14.38
	07/28/2016	54755	J. P. Mascaro & Sons	Gargbage - Twp/Park	596.78
	07/28/2016	54756	Janine Glenn, Graphic Artist	Thursday on the Green flyer	60.00
	07/28/2016	54757	Keystone Business Products	Copiers - Police	374.38
	07/28/2016	54758	Mignosi, Timothy	Police Uniform Allowance - Boots	123.00
	07/28/2016	54759	Northampton Community College	Refund for Police Presence - double payme	288.00
	07/28/2016	54760	Otto, Carol	Cleaning - Police/Maint/Office	550.00
	07/28/2016	54761	Panko Reporting	ZHB - Prograde	190.00
	07/28/2016	54762	PAPCO, Inc.	Gasoline Police/Park	1,743.95
	07/28/2016	54763	PNC Equipment Finance, LLC	Loader - August	1,014.30
	07/28/2016	54764	Pocono 4 Wheel Drive Center	Truck repair	268.00
	07/28/2016	54765	PPL Electric Utilities	Electric	1,539.48
	07/28/2016	54766	Route 611 LLC	Refund - Sewer tap fees	314.00
	07/28/2016	54767	SPW Cleaning Services	Floor maintenance - Police	100.00
	07/28/2016	54768	Staples Advantage	Office & Park Supplies	355.32
	07/28/2016	54769	Staples Credit Plan	Office supplies	194.70
	07/28/2016	54770	Stephenson Equipment, Inc.	Maintenance/Supplies	109.28
	07/28/2016	54771	STTC Service Tire Truck Centers, INC.	- Tires	823.74
	07/28/2016	54772	Sundance Networks, Inc.	Two servers - Police Department	18,859.48
	07/28/2016	54773	Toth, Elizabeth	Refund - Park Pavilion	50.00
	07/28/2016	54774	Tulpehocken Mountain Spring Water Inc	Water- Twp/Police	170.10
	07/28/2016	54775	UNIFIRST Corporation	Carpets/Uniforms	313.82
	07/28/2016	54776	Verizon Wireless	Phones - Police	574.74
	07/28/2016	54777	Wagner, James	Training - Out of area - expenses (Wagner/)	533.55
	07/28/2016	54778	WatchGuard Video	Car camera repair	274.00
	07/28/2016	54779	Zweifel, Diane	Flash drive for ZHB	31.78
	07/28/2016	54780	Charityanne Brunt	Refund for online Park pavillion rental	48.25
	07/28/2016	54781	Brodhead Creek Regional Authority	Water - Twp./Police	157.01
	07/28/2016	54782	Steele's Hardware	Supplies	111.57
	07/28/2016	54783	Steele's Hardware	Park - Supplies	37.07
			<b>TOTAL General Fund</b>		<b>\$63,450.31</b>

Pocono Township Check Listing  
August 1, 2016

Sewer Operating Fund			
07/28/2016	1620	EEMA O&M Services	\$813.32
07/28/2016	1621	JP Mascaro	\$52.50
07/28/2016	1622	Met Ed	\$229.60
07/28/2016	1623	PPL	\$1,885.17
07/28/2016	1624	PenTeleData	\$527.52
07/28/2016	1625	Prosser Lab	\$1,765.00
07/28/2016	1626	Allstate Septic Systems	\$1,125.00
07/28/2016	1627	Universal Technical Resource	\$828.16
07/28/2016	1628	Pocono Township	\$1,173.90
07/28/2016	1629	Prosser Lab	\$2,640.00
07/28/2016	1630	T&M Assoc	\$2,434.25
07/28/2016	1631	Blue Ridge Communications	\$173.30
07/28/2016	1632	Route 611 LLC	\$5,000.00
<b>TOTAL Sewer Operating Fund</b>			<b>\$18,647.72</b>

Sewer Construction Fund			
07/28/2016	173	T&M Assoc	4,232.00
<b>TOTAL Sewer Construction Fund</b>			<b>\$4,232.00</b>

Capital Reserve Fund			
7/28/2016	154	Pocono Farmstand	\$629.89
7/28/2016	155	Dotterer Equipment	15,035.04
7/28/2016	156	Pocono 4 Wheel Drive Center	655.00
7/28/2016	157	Asphalt Maintenance Solutions	85,746.40
7/28/2016	158	Eureka Stone Quarry	7,651.33
<b>TOTAL Capital Reserve Fund</b>			<b>\$109,717.66</b>

Payroll Pay 15 \$85,609.02

TOTAL General Fund	\$63,450.31	Transferred by:
TOTAL Sewer Construction Fund	\$4,232.00	
TOTAL ESSA Transfer	\$67,682.31	
TOTAL Sewer Operating	\$18,647.72	Authorized by:
TOTAL Capital Reserve Fund	\$109,717.66	

## LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Hearing to be held at 7:00 p.m. on the 1<sup>st</sup> day of August, 2016, at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, Pennsylvania 18372, an Ordinance amending Pocono Township Ordinance No. 110, known as the "Pocono Township Zoning Ordinance", to rezone those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, from Residential (R1) to Industrial (I), and to revise the Township Zoning Map to reflect the zone change.

Copies of the proposed Ordinance are available for review at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pennsylvania during normal business hours.

Leo V. DeVito, Jr., Solicitor  
Pocono Township  
38 West Market Street  
Bethlehem, PA 18018

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2016 -**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA, AMENDING POCONO TOWNSHIP ORDINANCE NO. 110, KNOWN AS THE "POCONO TOWNSHIP ZONING ORDINANCE" TO REVISE THE TOWNSHIP ZONING MAP AND REZONE A PORTION OF THE TOWNSHIP FROM RESIDENTIAL (R1) TO INDUSTRIAL (I).**

**BE IT ENACTED AND ORDAINED**, by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by virtue of the activity of the General Assembly of the Commonwealth of Pennsylvania known as the "First Class Township Code, as amended", as follows:

**WHEREAS**, it is the desire of the Pocono Township Board of Commissioners, as the result of a request by Sanofi Pasteur, Inc., to amend Pocono Township Ordinance No. 110, to rezone those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, from Residential (R1) to Industrial (I), and to revise the Township Zoning Map to reflect the zone change.

**NOW THEREFORE**, be it ordained and enacted by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, the following amendments to Pocono Ordinance No. 110:

**SECTION I.**

The zoning classification of those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, consisting of an area of approximately 23.9 acres, is hereby changed from Residential (R1) to Industrial (I).

**SECTION II.**

A Zoning Exhibit Plan identifying the property to be rezoned is attached hereto as Exhibit "A" and incorporated herein by reference. The Pocono Township Zoning Map is hereby revised to reflect this change of zoning classification, and the same shall be noted by the Pocono Township Zoning Officer on the Official Pocono Township Zoning Map on file in the Pocono Township municipal offices.

**SECTION III.**

Except as amended hereby, all provisions of Pocono Township Ordinance No. 110, as previously amended, shall remain in full force and effect.

**SECTION IV.**

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 VI.**

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

ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

**POCONO TOWNSHIP BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**PAMELA FINKBEINER**  
Township Secretary

\_\_\_\_\_  
**HAROLD WERKHEISER**  
President, Board of Commissioners



<b>EX2</b> <small>PLANNING DEPARTMENT          1000 MARKET STREET          PHILADELPHIA, PA 19107          TEL: 215-686-1000          FAX: 215-686-1000</small>	<b>REZONING EXHIBIT</b> <b>SANOPI PASTEUR INC</b> <b>REZONING REQUEST</b> <small>POCONO TOWNSHIP    MONROE COUNTY    PENNSYLVANIA</small>	<table border="1"> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>													<small>           PREPARED BY  <b>BOYBORN LAWSON</b>            1000 MARKET STREET            PHILADELPHIA, PA 19107            TEL: 215-686-1000            FAX: 215-686-1000         </small>
<small>           DATE: 10/1/03            DRAWN BY: [unclear]            CHECKED BY: [unclear]         </small>	<small>           PROJECT NO: 03-001            SHEET NO: 1 OF 1         </small>	<small>           SCALE: AS SHOWN            NORTH: [unclear]         </small>	<small>           APPROVED BY: [unclear]            DATE: 10/1/03         </small>												

EXHIBIT "A"

LAW OFFICES  
BROUGHAL & DeVITO, L.L.P.

38 WEST MARKET STREET  
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL  
LEO V. DeVITO, JR.  
JOHN S. HARRISON  
JAMES F. PRESTON\*  
WENDY A. NICOLosi  
LISA A. PEREIRA\*

TELEPHONE  
(610) 865-3664  
FAX  
(610) 865-0969  
E-MAIL  
lawyers@broughal-devito.com  
WEBSITE  
www.broughal-devito.com

\*ALSO MEMBER NEW JERSEY BAR

May 11, 2016

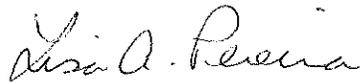
Thomas Felver  
President, Board of Commissioners  
Pocono Township  
P.O. Box 197  
Tannersville, PA 18372

**Re: Pocono Township, Monroe County Pennsylvania  
Zoning Ordinance Amendment – Zoning Map Change**

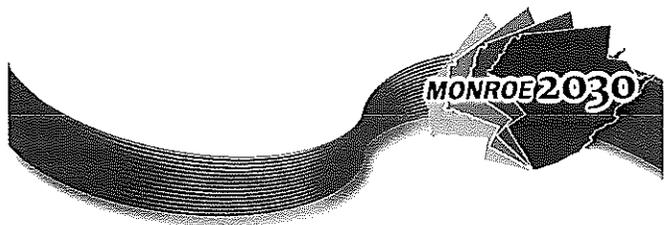
Dear Commissioner Felver:

On May 9, 2016, the Pocono Township Planning Commission discussed the proposed zoning ordinance amendment requested by Sanofi Pasteur, Inc., to change the zoning classification of those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, from Residential (R1) to Industrial (I). After review and consideration of the proposed amendment, the Planning Commission voted to recommend enactment of said amendment.

Very truly yours,



Lisa A. Pereira



RECEIVED  
JUN 07 2016  
POCONO TOWNSHIP

## MONROE COUNTY PLANNING COMMISSION

---

June 3, 2016

Pam Finkbeiner, Acting 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  
mcpcc@monroecountypa.gov  
www.monroecountypa.gov

Re: Sanofi Pasteur Rezoning  
Zoning Map Amendments  
Pocono Township  
MCPC Review #79-16

Dear Ms. Finkbeiner:

The above cited zoning map amendments were reviewed by Eric Koopman, Lead Senior Planner, on behalf of the Monroe County Planning Commission. You will find his comments enclosed. Should you have any special concerns regarding these comments, please contact us.

All comments are preliminary and will be acted upon by the Planning Commission at its regular meeting on June 15, 2016 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.

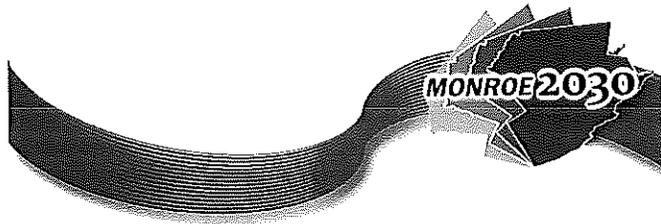
If these comments are not amended and are found to be acceptable by the Board at the next meeting, they should be considered to be approved as enclosed.

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

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Christine Meinhart-Fritz', written over a white background.

Christine Meinhart-Fritz  
Director



## MONROE COUNTY PLANNING COMMISSION

---

TO: Christine Meinhart-Fritz, Director

FROM: Eric Koopman, Lead Senior Planner 

DATE: June 3, 2016

SUBJECT: Sanofi Pasteur  
Zoning Map Amendments  
Pocono Township  
MCPC review #79-16

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 amendments to the Township's zoning map concerning portions of two parcels held in ownership by Sanofi Pasteur, Inc. The proposed amendments would rezone approximately 23.9 acres from Residential (R-1) to Industrial (I). The parcels in question are located on the southerly side of Swiftwater Road, approximately 1,500 feet east of its intersection with Sky Haven Drive, and their Parcel Identification Numbers are 12-6374-01-17-7161 and 12-6374-01-26-5585. The remaining northern portions of the parcels are to stay within the Residential (R-1) zoning district.

The above mentioned zoning map amendment has been reviewed on the basis of generally accepted planning principles and the provisions set forth by the Pennsylvania Municipalities Planning Code (PMPC), as amended. The following comments are offered:

1. The proposed zoning map amendment is generally consistent with the PMPC, Act 247 of 1968, as amended, in terms of following required procedures.
2. According to the Hamilton, Stroud, Pocono Township, and Stroudsburg Borough Comprehensive Plan, June 2005, this site is located in a Rural zone, as indicated by the future land use map. While the proposed rezoning is not entirely consistent with the future land use map, it should be noted that this area is directly adjacent to a Limited Industrial zone within a Designated Growth Area. If approved the future land use map should be updated to reflect this change.
3. It should be noted that this office has previously reviewed a minor subdivision concerning the two lots in question (MCPC Review #27-16) on February 24, 2016. It is unknown if this minor subdivision plan has been approved and recorded, as the parcel line changes are not reflected in current assessment data.

While it appears that the proposed zoning boundary appears to correspond to these new lot lines, this should be confirmed in the interest of preventing split-zoning.

4. If the above noted minor subdivision plan has/is to be approved, the primary Sanofi Pasteur campus tract (of which the portions of the two parcels to be rezoned are to be added to) would become spilt zoned. Granting the proposed rezoning would eliminate multiple zoning on a single property.
5. While the proposed amendments contain some of the attributes of spot-zoning, it would not qualify as such as it abuts an existing industrial zone and would not create an isolated zoning district.
6. It should be noted that the lot assigned PIN 12-6374-01-17-7161 is currently enrolled in the Act 319 Clean and Green program.
7. It is recommended that appropriate landscape buffers be placed along the proposed zoning boundary in order to reduce potential adverse impacts between residential and industrial districts.
8. This office is available to create a new zoning map for the Township to reflect the proposed changes, if adopted. The Township should contact our office for more information regarding this.
9. If any revisions are made to the proposed zoning map 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.
10. The Staff has reviewed the proposed zoning map amendment and recommends that it be adopted, 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.

LAW OFFICES  
BROUGHAL & DEVITO, L.L.P.

38 WEST MARKET STREET  
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL  
LEO V. DeVITO, JR.  
JOHN S. HARRISON  
JAMES F. PRESTON\*  
WENDY A. NICOLOSI  
LISA A. PEREIRA\*

\*ALSO MEMBER NEW JERSEY BAR

TELEPHONE  
(610) 865-3664  
FAX  
(610) 865-0969  
E-MAIL  
lawyers@broughal-devito.com  
WEBSITE  
www.broughal-devito.com

June 28, 2016

**VIA FIRST CLASS MAIL**

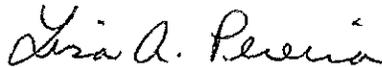
Sanofi Pasteur, Inc.  
Attn: Dean Wehr  
1 Discovery Dr.  
Swiftwater, PA 18370

**Re: Pocono Township, Monroe County  
Ordinance: Zoning Amendment**

Dear Mr. Wehr:

Enclosed please find a copy of the legal notice and proposed zoning ordinance amendment which affects your property located in Pocono Township. A public hearing to consider and/or vote on the proposed ordinance is scheduled for August 1, 2016.

Very truly yours,

  
Lisa A. Pereira

Enclosure

**LEGAL NOTICE**

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Hearing to be held at 7:00 p.m. on the 1<sup>st</sup> day of August, 2016, at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, Pennsylvania 18372, an Ordinance amending Pocono Township Ordinance No. 110, known as the "Pocono Township Zoning Ordinance", to rezone those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, from Residential (R1) to Industrial (I), and to revise the Township Zoning Map to reflect the zone change.

Copies of the proposed Ordinance are available for review at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pennsylvania during normal business hours.

Leo V. DeVito, Jr., Solicitor  
Pocono Township  
38 West Market Street  
Bethlehem, PA 18018

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2016 -**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA, AMENDING POCONO TOWNSHIP ORDINANCE NO. 110, KNOWN AS THE "POCONO TOWNSHIP ZONING ORDINANCE" TO REVISE THE TOWNSHIP ZONING MAP AND REZONE A PORTION OF THE TOWNSHIP FROM RESIDENTIAL (R1) TO INDUSTRIAL (I).**

**BE IT ENACTED AND ORDAINED**, by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby **ENACTED AND ORDAINED** by virtue of the activity of the General Assembly of the Commonwealth of Pennsylvania known as the "First Class Township Code, as amended", as follows:

**WHEREAS**, it is the desire of the Pocono Township Board of Commissioners, as the result of a request by Sanofi Pasteur, Inc., to amend Pocono Township Ordinance No. 110, to rezone those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, from Residential (R1) to Industrial (I), and to revise the Township Zoning Map to reflect the zone change.

**NOW THEREFORE**, be it ordained and enacted by the Pocono Township Board of Commissioners, Pocono Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, the following amendments to Pocono Ordinance No. 110:

**SECTION I.**

The zoning classification of those portions of certain property known as PIN Number 12637401177161 (Tax Code No. 12/5/1/6) and PIN Number 12637401265585 (Tax Code No. 12/5/1/5), located in Pocono Township, Monroe County, Pennsylvania, currently titled in the name of Sanofi Pasteur, Inc., a Delaware corporation, consisting of an area of approximately 23.9 acres, is hereby changed from Residential (R1) to Industrial (I).

**SECTION II.**

A Zoning Exhibit Plan identifying the property to be rezoned is attached hereto as Exhibit "A" and incorporated herein by reference. The Pocono Township Zoning Map is hereby revised to reflect this change of zoning classification, and the same shall be noted by the Pocono Township Zoning Officer on the Official Pocono Township Zoning Map on file in the Pocono Township municipal offices.

**SECTION III.**

Except as amended hereby, all provisions of Pocono Township Ordinance No. 110, as previously amended, shall remain in full force and effect.

**SECTION IV.**

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 VI.**

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

ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

**POCONO TOWNSHIP BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**PAMELA FINKBEINER**  
Township Secretary

\_\_\_\_\_  
**HAROLD WERKHEISER**  
President, Board of Commissioners



## **MEMORANDUM**

TO: Board of Commissioners

From: Pamela Finkbeiner, Interim Twp. Manager/Secretary

### **Interim Manager's Report** Period of 07/18/2016 to 08/01/2016

#### **Meetings:**

On July 21<sup>st</sup>, met with representatives of Spa Castle to update the Township engineer on their plans. Spa Castle expects a determination from DEP for sewer treatment, soon.

On July 25<sup>th</sup>, met with Julian Kirk to complete the 2015 budget report.

On July 26<sup>th</sup>, attended the ZHB meeting for Prograde Fireworks.

On July 27<sup>th</sup>, attended the pre-application meeting for Brookdale resort. The Developer is proposing a Treatment Center at the former Brookdale site.

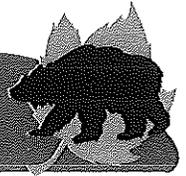
#### **Current projects:**

- The SALDO draft is under review by Jon Tresslar, Boucher & James and expected to be completed soon. Codification will be completed once the SALDO Ordinance is approved.
- Sewer Connections are continuing. Jeffry Clapper has been assisting residents with their applications. Another area was found not to have a lateral to the properties.
- A public meeting is planned with PennDOT and Walsh Construction concerning Camelback Bridge repairs. A meeting with public officials and staff is scheduled for August 4<sup>th</sup>, 2016 at 2:00 p.m. with a public meeting at 4:00p.m. Work is slated to start the end of September for an estimate of 3 months to complete.
- The DCED Presentation will be held at the Pocono Township Fire Company's meeting room on August 4<sup>th</sup>, 2016. At 10:00.
- New microphones and amplifier have been installed by Dan Leddy.

#### **Notices:**

- The 4<sup>th</sup> annual HJP Fund raiser will be held at TLC Park.
- August 20<sup>th</sup>, 2016 – Sony with his Trike – fundraiser for Valor Clinic – A Non-Profit organization that helps Veterans rebuild their lives. Our local Chapter is located in the former Jonas Hotel, Brodheadsville.
- Monroe County Reassessment field work has started.

# POCONO TOWNSHIP



[www.poconotownship.org](http://www.poconotownship.org)

July 27, 2016

TO: DCED – LSA, Monroe  
Commonwealth Keystone Building  
400 North Street, 4<sup>th</sup> Floor  
Harrisburg, PA 17120

RE: Hamilton Jackson Pocono H5 Regional Park  
Letter of Support

We are pleased to be supporting this application to fund construction of our pavilions and paving of our driveway and parking area along the trail to be handicap accessible. The funds will go directly toward our multi-municipal HJP Regional Park.

The paving of the driveway and parking lot that is being considered will reduce the dust and mud condition that currently bother our park visitors. The pavilions will provide the much needed space for families and small businesses to gather for special outings. The paving of our one trail which is ½ mile in length will make it possible for those with mobility issues along with others to share their nature experience as they travel through our rain gardens on a smooth surface.

With continued funding like this through the LSA monies, HJP will continue to develop into a premiere Regional Park for the citizens of our respective municipalities, our region, and Monroe County. The public programming provided by the staff is among the best in the county. Through the physical development of this regional park, the programming and opportunities for the public to enjoy is sure to enhance the quality of life. The infrastructure that a regional park of this size will provide is a base to the local economic development through increased land value, and some limited employment opportunities.

We are committed to assisting the HJP Park and Open Space Commission with this project and all others in the future. This support will come in the form of funding, labor and/or in kind services.

We are pleased to support this endeavor. Thank you for making these funds available. Your continued support to our HJP Regional Park and Open Space endeavors is greatly appreciated.

Respectfully,

Pocono Township Board of Commissioners:

Harold Werkheiser  
President

Jerry Lastowski  
Commissioner

Judi Coover  
Commissioner

Bob DeYoung  
Vice President

Ellen Gndt  
Commissioner

Fee 2016: \$100.00

POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA  
Pocono Township, Municipal Bldg. PO Box 197, Tannersville, PA 18372  
APPLICATION FOR FIREWORKS DISPLAY PERMIT  
(Application must be made at least 30 days in advance of the date of the display)

Applicant Name Camelback Mountain Permit # \_\_\_\_\_

Applicant Address: 1 Camelback Road Tax Parcel # \_\_\_\_\_

Tannersville, PA 18372 PIN # \_\_\_\_\_

Applicant Telephone # 570 629 1661x1149

Property Owner Name and Telephone # same

Location of Display Camelback Mountain property

Type of Display 1.3G Firework display

Date of Display 7/2/16 Rain Date 7/3/16 Time Display Begins: at dark Ends: 15 to 30 min.

Operator Name and Address Young Explosives Corporation-Display Fireworks

PO Box 18653, Rochester, NY 14618 Telephone # 585.394.1783

Applicant Signature [Signature] Date: 6/8/2016

Property Owner Signature [Signature] Date: 6/8/2016

Applicant must provide the following with this application:

- Application Fee (Fee is non-refundable)
- Bond in the amount of \$1,000,000.00 customer obtaining Bond
- 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 \$ 100.00 Date Paid 5/02/2016 Expiration Date 7/10/2016

Date of Approval 6/10/2016 Approved by [Signature]

Date of Denial \_\_\_\_\_ Denied by \_\_\_\_\_



**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.:  
SB1944270001**

**Beneficiary:**  
POCONO TOWNSHIP  
P.O. BOX 197  
112 TOWNSHIP DRIVE  
TANNERSVILLE, PA 18372 United States

**Applicant:**  
CBH20 LP  
301 RESORT DRIVE  
TANNERSVILLE, PA 18372 United States

**Date of Issue:**  
June 08, 2016

**Date and Place of Expiry:**  
May 24, 2017 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 LICENSE, 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 OF THE DRAFTS DRAWN ON THIS LETTER OF CREDIT SHALL BE ACCOMPANIED BY:

A WRITTEN SIGNED STATEMENT ON TOWNSHIP OF POCONO LETTERHEAD, STATING THAT THE TOWNSHIP DEEMS CBH20, LP TO BE IN DEFAULT PURSUANT TO THE TERMS AND CONDITIONS OF THE POCONO TOWNSHIP ORDINANCE 2015-09.

DRAFTS MUST BE DRAWN AND NEGOTIATED NO LATER THAN MAY 24, 2017 OR ANY FUTURE EXPIRATION DATE. EACH DRAFT MUST STATE THAT IT IS "DRAWN UNDER LETTER OF CREDIT ON M AND T BANK, NO. SB1944270001 DATED JUNE 08, 2016."

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.

THIS LETTER OF CREDIT EXPIRES ON MAY 24, 2017, AND ANY DRAFTS PRESENTED AFTER MAY 24, 2017 WILL NOT BE HONORED, PROVIDED, HOWEVER, THAT M AND T BANK AGREES THAT NO LATER THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE, IT WILL NOTIFY YOU IN WRITING, BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT THE ADDRESS AS NOTED ABOVE, THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON US BY MEANS OF YOUR DRAFT FOR THE REMAINING BALANCE OF THE LETTER OF CREDIT ACCOMPANIED BY YOUR STATEMENT THAT THE LETTER OF CREDIT HAS NOT BEEN EXTENDED. IF M AND T BANK FAILS TO GIVE YOU SUCH NOTICE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION DATE, THEN THE EXPIRATION DATE OF THE LETTER OF CREDIT SHALL BE EXTENDED AUTOMATICALLY FOR AN ADDITIONAL YEAR.

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 UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

SINCERELY,



MELISSA FITCH-CICCOTELLI  
BANKING OFFICER



SHARON DIESO  
ASSISTANT VICE PRESIDENT

## **Pam Finkbeiner**

---

**From:** McGlasson, Rory <rmcglasson@walshgroup.com>  
**Sent:** Wednesday, July 27, 2016 3:22 PM  
**To:** Pam Finkbeiner  
**Subject:** For PAM: Meeting Planned for Monroe County Bridge Project\_JV-196



### **News for Immediate Release**

**July 27, 2016**

#### **Meeting Planned for Monroe County Bridge Project** Bridge to be replaced as part of Public-Private Partnership

**(Allentown)** – The Pennsylvania Department of Transportation’s (PennDOT) Rapid Bridge Replacement Project continues in Monroe County.

The project contractor, Plenary Walsh Keystone Partners (PWKP) invites the public to a meeting to view plans for the reconstruction of one of the bridges planned for replacement on the project in 2016.

**Bridge: Camelback Road (SR 4006) over Pocono Creek (JV-196)**

**Location: Pocono Township Municipal Building, 112 Township Drive Tannersville, PA 18372**

**When: Thursday, August 4, 2016 2 p.m. (public officials) 4 PM (general public).**

There will be a brief presentation about the project and then representatives of the contractor team and PennDOT will be available to answer questions.

The bridge replacements are part of the Rapid Bridge Replacement Project, a Public-Private Partnership (P3) between PennDOT and Plenary Walsh Keystone Partners (PWKP) under which PWKP will finance, design, replace and maintain the bridges for 25 years. The P3 approach will allow PennDOT to replace the bridges more quickly while achieving significant savings and minimizing impact on motorists.

To see the bridges included in the statewide initiative and to learn more about the Rapid Bridge Replacement Project and P3 in Pennsylvania, visit [www.P3forPA.pa.gov](http://www.P3forPA.pa.gov). Additional information on the project, the team and how to bid on the project can be found at [www.PARapidBridges.com](http://www.PARapidBridges.com).

*The facility is ADA accessible; however, requests for special needs or accommodations to facilitate public participation should be directed to Rory McGlasson, (484) 408-0284.*

**Media contact:** Plenary Walsh Keystone Partners: Rory McGlasson, 484-408-0284

###

Rory McGlasson  
Public Information Coordinator  
Plenary Walsh Keystone Partners  
C: (412) 500-6695  
O: (484) 408.0284  
[rmcglasson@walshgroup.com](mailto:rmcglasson@walshgroup.com)  
[www.parapidbridges.com](http://www.parapidbridges.com)



## Pam Finkbeiner

---

**From:** Elizabeth Olney <caw3pr@gmail.com>  
**Sent:** Tuesday, July 19, 2016 11:53 AM  
**To:** Pam Finkbeiner  
**Subject:** request for use of park  
**Attachments:** Sonyy with his trike.jpg; the Dually & trailer.jpg; the Dually.jpg; Boston benefit for 2 officers.jpg; boy sitting in the trike.jpg

Dear Pam,

Thank you for speaking with me yesterday.

This is a proposal to utilize the Veterans Memorial, on Rt. 611 in Tannersville, with an event for a good cause. The purpose is to raise money, on behalf of VALOR, to support Mark Baylis' goal to invest in a PTSD retreat center.

I have been volunteering for The Paul Syverson Veterans Sactuary (better known as Paul's House) for two years. As the Expressive Art Therapist and part of the Paul's House Support Team, I am aware of Mark's retreat program. It costs a lot to rent a retreat center every time he gives the program so, a VALOR retreat center is a worthy investment. [ *the National suicide rate for Vets who suffer with PTSD recently went up from 22 to 23 suicides a day* ]

I would like to know if Auto Stylist Sonny Croughn could set up a display in the parking lot there with his DARE 2B Bad trike (pictured below). Though Sony is quite selective as to what he chooses to support. All proceeds for this event would go VALOR for the retreat center.

It was Sonny himself that spotted the park as an ideal location. Out of respect and curiosity, I reached-out to American Legion, Post 903 Commander Thomas Bowditch concerning this event proposal and let him know that we would not need to use the actual memorial in the park for the event. Mr. Croughn traditionally flies large flags for his display. He has been doing charitable events for servicemen; Military, State Police, and Fireman, across the country, for many years. Below you can see a photo taken in Boston, Mass at a benefit for two officers who were hurt and killed trying to capture the two brothers that bombed the Boston Marathon in 2013.

Sonny Croughn's exquisite design work has captured the attention of specialty car enthusiasts since 1962. He's won many awards since then and custom designed cars for notable people such as Wolfman Jack, Jimi Hendrix and many more. Sonny really enjoys sharing his passion for designing cars with kids. "Kids" of all ages enjoy seeing the trike and appreciate Sonny's craftsmanship and what he stands for.

Here's a one-minute video of it-

Dragster-Trike burnout at Cruise to the Gap <https://www.youtube.com/watch?v=-x-vd74QkqY>

He wouldn't "peel-out" on the trike at the park but he'd start it up for the kids. He also offers quality autographed posters and on-site photos for kids with the trike. His display would consist of the trike, trailer that carries the trike and his Dually truck that hauls the trailer.

An area of approximately 20 feet X 50 feet is all that's needed so the parking lot of the park is ideal with plenty of space available for parking. there would also be a table set-up with VALOR T-shirts. Sonny's profile-  
<https://www.linkedin.com/in/sonny-croughn-89915447>

The photos best describe his set-up.

I am requesting to use the park Sat. August 20, of this year and I apologize for the short notice. *Approach to the original location; In front of where the proposed retreat center site is, turns out to be not easily accessible for the trailer.*

Thank you for your consideration.

As Mark would say, "The Vets salute you."

Elizabeth Olney

Dedicated to The Arts in for cultural unity, education, healing and well-being.

♪ ♥ ♪



**American legion Post 903  
PO Box 580  
Mt. Pocono PA 18344**

Commander Thomas Bowditch 570-595-7145

Adjutant D Bennett 570-460-8969

July 9 2016

To: Pamela Finkbeiner Manager/ TWP Secretary

Thank you for all your help. American Legion Post 903 would like to put up a banner along RT. 611 for this years Veterans Day Parade. The parade is Sunday November 6, 2016. We would like to put the banner up on Monday October 31 & will take it down on Monday November 7<sup>th</sup>. We understand someone else wan a banner up before or after us. We will make arrangements to install or remove their banner at the same time we do ours.

The Banner will read Veterans Day Parade Sunday November 6. Main St Stroudsburg. 1 PM. If approved please let me know the size again.

Thank You



Thomas Bowditch

570-595-7145 cell 570-460-5094 [tbow49@aol.com](mailto:tbow49@aol.com)

RECEIVED  
JUL 26 2016  
POCONO TOWNSHIP

**CONTRACT FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**AS MUNICIPAL SANITARY SEWER ENGINEER**

**THIS AGREEMENT** is effective as of the 16th of May, 2016

**BETWEEN:** **POCONO TOWNSHIP BOARD OF COMMISSIONERS**  
hereinafter referred to as **CLIENT**  
**AND:** **T & M ASSOCIATES**  
hereinafter referred to as **ENGINEER.**

**WHEREAS,** the **CLIENT** may desire to engage the **ENGINEER** to provide engineering services related to and in support of its sewer system, and

**NOW, THEREFORE,** the **CLIENT** and **ENGINEER,** in consideration of their mutual covenants and promises, agree as follows:

**SECTION I-- PROFESSIONAL SERVICES OF THE ENGINEER**

- A. Wastewater Sewer System General Engineering Ad Hoc Consulting (Work to be computed on time and material basis or fixed fee)
1. Serve as a Sanitary Sewer Engineering consultant to the Board of Commissioners and other Municipal officials, boards, commissions and bodies of the **CLIENT**. As specific projects and initiatives are identified and evaluated on a more specific basis, work will proceed under a detailed scope of work proposal and associated fixed fee.
  2. Attend Commissioner's Sewer Meeting if requested.
  3. When directed by the **CLIENT**, the **ENGINEER** shall provide the Sanitary Sewer Engineering Services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the **ENGINEER** shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents.
- B. Capital Improvement Contracts for the Public Sanitary Sewer System (work to be completed under specific proposal/contract between Client and Engineer):
1. Prepare, review, and approve construction plans and specifications for all Sanitary Sewer System capital improvement contracts as requested; provide construction observation during the construction phase of such contracts; and verify work completed to authorize progress payments for contracts.
  2. Provide maps, plans, specifications, surveys and other records as may be needed for Sanitary Sewer facilities owned and operated by the **CLIENT**.
  3. When the Engineer assists the **CLIENT** with respect to the design and/or inspection of Capital improvements, construction, repair, alterations or demolition Projects, the **ENGINEER** will inspect as a design professional the progress and quality of the executed work of Contractor(s) and determine in general if such work is proceeding in accordance with the Contract Documents for the project. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Contractor shall be solely responsible for site safety and the safety of all of Contractor's employees or subcontractors. **ENGINEER'S** efforts will be directed toward advising the **CLIENT** that the completed work of contractors will conform to the contract documents. During such visits and on the basis of on-site inspections, the **ENGINEER** shall keep the **CLIENT** informed of the progress of the work, shall guard the **CLIENT** against defects and deficiencies in such work and shall disapprove or reject work failing to conform to the Contract Documents.

- C. Miscellaneous Services (work to be completed under specific proposal/contract between Client and Engineer):

The ENGINEER may provide professional Engineering services not otherwise classified herein when such services are requested by the CLIENT, including but not limited to surveys in connection with property acquisition; Engineering surveys; additional inspection or observation of projects; environmental assessments; review of outside technical consultants; or any other services requested by CLIENT. If there is additional work, there shall be a negotiated fee that shall be memorialized in the resolution authorizing the Additional Services.

- D. Judicial and Quasi-Judicial Proceedings (work to be completed on time and material basis):

When directed by the CLIENT or when subpoenaed in connection with Municipal business to appear and testify at a deposition in judicial or quasi-judicial hearings, the ENGINEER shall provide the services necessary to prepare for the deposition or hearing and shall provide testimony as required.

## **SECTION II-- ENGINEERS RESPONSIBILITIES**

The ENGINEER agrees:

- A. The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. ENGINEER makes no warranties, expressed or implied in connection with ENGINEER's services.
- B. To stand ready to explain and defend the terms and compensation hereinafter mentioned for all services provided.
- C. To obtain the services of sub-contractors or sub professionals as required and/or ordered by the CLIENT for the compensation provided herein.

## **SECTION III -- CLIENT'S RESPONSIBILITIES**

The CLIENT agrees to:

- A. Make such records and information available to the ENGINEER as may be required to assist him in the performance of his duties.
- B. Authorize and direct committees, employees, and agents of the CLIENT to consult with the ENGINEER at all reasonable times upon the request of the ENGINEER regarding:
  - 1. The work and services to be done or rendered by the ENGINEER and/or others in the employ of the CLIENT;
  - 2. The applications, plans, and reports to be reviewed by the ENGINEER, submitted by others to the CLIENT;
  - 3. The coordination of ENGINEER'S professional services for any project or application;
  - 4. Any and all other matters, as requested by the CLIENT, relating to the work and services of the ENGINEER.
  - 5. Submit to the ENGINEER all relevant applications, plans, and reports prepared by others within such time to allow ENGINEER ample opportunity to properly review same, consult with respect thereto and to make any necessary reports to the CLIENT, without the ENGINEER causing a delay in the progress of the work.
- C. Authorize the ENGINEER to undertake additional services related to special projects ("Additional Services") if deemed necessary. Such authorization shall be by resolution of the CLIENT and memorialized in writing between the parties prior to commencement of said services. The ENGINEER shall be compensated for Additional Services in accordance with the negotiated fee agreed to between CLIENT and ENGINEER, which shall be memorialized in the resolution authorizing the Additional Services.

## **SECTION III -- COMPENSATION OF THE ENGINEER**

- A. The services rendered by the ENGINEER under this Agreement shall be pursuant to Exhibit "A" attached hereto.
- B. Vouchers or invoices shall be issued monthly for services performed during the preceding billing period. Such billings shall be due within thirty (30) days of when rendered. All invoices shall be submitted within no more than 45 days of the date the work was performed.

#### **SECTION IV – INSURANCE AND INDEMNIFICATION**

- A. ENGINEER shall secure and maintain Workman's Compensation Insurance (as required by Law) and General Liability Insurance (as required by contract) to protect the ENGINEER and/or Its Employees and agents from claims for bodily injury, death or property damage, which may arise from the performance of services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$10,000,000 Umbrella liability coverage. The ENGINEER shall provide Certificates of Insurance to the CLIENT prior to the performance of any services.
- B. ENGINEER shall also provide and maintain Professional Liability (Errors and Omissions) Insurance for claims, which arise from any negligent performance of the ENGINEER pursuant to this agreement. The limits of ENGINEER'S Professional Liability insurance is currently \$7,500,000 per claim.
- C. The CLIENT acknowledges that although the ENGINEER is to cooperate with and make recommendations to the CLIENT with respect to Engineering matters related to the services provided by ENGINEER, the final decisions are within the CLIENT's discretion and are to be made by the CLIENT.
- D. All certificates of insurance shall name the Township and its elected and appointed officials, employees and agents, as additional insured and loss payee. All such certificates shall be subject to approval by the Township Solicitor.

The ENGINEER shall not be liable in any way for any decision of the CLIENT (or consequences thereof) which (i) are not in accordance with the written recommendations of the ENGINEER, or (ii) are based on or related to any failure on the part of the CLIENT to accept or follow any recommendations of the ENGINEER

- E. The ENGINEER agrees subject to the provisions herein, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the ENGINEER'S negligent acts, errors or omissions during the performance of this Agreement.

The CLIENT agrees subject to the provisions herein, to indemnify and hold ENGINEER harmless from any direct damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions during the performance of this agreement.

- F. In no event shall ENGINEER be liable in contract or tort or otherwise for any incidental, special, indirect or consequential damages, including loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by ENGINEER under this Agreement, unless due to the willful misconduct of ENGINEER.

#### **SECTION V - OWNERSHIP AND REUSE OF DOCUMENTS**

- A. All final plans and specifications, ordered by the CLIENT and prepared by the ENGINEER shall be presented to the CLIENT and shall become the sole property of the CLIENT. ENGINEER hereby assigns all rights to any work product commissioned by CLIENT whether correspondence or other documents to CLIENT upon payment. At the completion of work or in the event of termination, all work sheets and internal office communications of the ENGINEER, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the ENGINEER, as instruments of service. The CLIENT, at its expense, may obtain extra prints of final drawings and specifications. ENGINEER may retain a copy of all correspondence and other documents for their records.
- B. All documents including drawings and specifications prepared by the ENGINEER pursuant to this Agreement are instruments of service with respect to a specific project. They are not intended or represented to be suitable for reuse of the CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the CLIENT'S sole risk, with no liability or exposure to ENGINEER; and the CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses

and expenses including reasonable attorney's fees arising out of or resulting from such unauthorized use.

**SECTION VI -- ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the CLIENT and the ENGINEER relating to the subject matter hereof and no representations or agreements made by either party or by any representative of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.

IN WITNESS WHEREOF, the CLIENT and ENGINEER have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

**WITNESS:**

**Pocono Township**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:**

**WITNESS:**

**T&M Associates**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:**

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between PACT TWO, LLC, a New Jersey Limited Liability Company ("PACT") and POCONO TOWNSHIP, Monroe County, PA, a first class township organized under the laws of the Commonwealth of Pennsylvania ("POCONO TOWNSHIP").

### RECITALS

**WHEREAS**, PACT and POCONO TOWNSHIP are parties to a certain Contract No. 11, dated March 2011 (the "Contract") for the construction of a certain portion of the Pocono and Hamilton Township Sewerage System Project (the "Project") located in Monroe County, Pennsylvania; and

**WHEREAS**, during the construction of the Project, differences regarding performance and payment pursuant to the Contract between POCONO TOWNSHIP and PACT; and

**WHEREAS**, PACT made claim against POCONO TOWNSHIP for an amount due for work performed under the Contract; and

**WHEREAS**, PACT's alleged claim was in excess of \$500,000.00 and in excess of the original contract amount; and

**WHEREAS**, POCONO TOWNSHIP denies that the amount sought by PACT is due and owing to PACT; and

**WHEREAS**, the Contract remains open and there is an ongoing working relationship between PACT and POCONO TOWNSHIP pursuant to a certain Charge Order; and

**WHEREAS**, PACT and POCONO TOWNSHIP wish to avoid the necessity, expense, inconvenience, and uncertainty of litigation to resolve and settle the various claims and disputes between the parties regarding the contract as set forth below.

**NOW, THEREFORE**, PACT and POCONO TOWNSHIP, for themselves and their respective successors and assigns, for and in consideration of the mutual promises set forth hereinafter and intending to be legally bound, hereby agree as follows:

1. **Recitals.** The Recitals set forth above are and shall form a part of this Agreement.
2. **Payment.**
  - a. **Payment.** POCONO TOWNSHIP shall pay to PACT the total sum of TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00). This sum includes all payments due to PACT, including retention payments under the

Contract and any and all claims asserted by PACT for compensation related to the work under the Contract.

b. This payment does not include any payments due to PACT under Charge Order No. \_\_\_\_\_.

c. The payment set forth in this paragraph shall be paid as follows:

1. \$110,070.95 – paid by POCONO TOWNSHIP to PACT in December, 2015, and
  2. \$139,929.05 – payable by POCONO TOWNSHIP to PACT on or before \_\_\_\_\_, 2016.
- \$250,000.00 - Total

3. **Releases:** For and in consideration of the covenants set forth in this Agreement, and upon receipt of the Payment from POCONO TOWNSHIP to PACT pursuant to the terms of this Agreement, the Parties hereby release one another from liability under the Contract, tort, or any other applicable law, as set forth below (collectively, "Releases"):

- a. PACT Release of POCONO TOWNSHIP. PACT, its officers, directors, owners, agents, and employees hereby release and forever discharge POCONO TOWNSHIP, its officers, directors, employees, agents, attorneys and their successors and assigns from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, asserted or unasserted, whether at law or in equity, whether now known or unknown, that PACT had, or may have now or in the future arising out of any work performed by PACT at any time prior to and including the date of this Agreement ("PACT Release"). The PACT Release shall constitute a release against POCONO TOWNSHIP only. The PACT Release shall not in any way constitute a release of PACT's rights and remedies against R.K.R. Hess Associates, Inc., UTRS, Inc., T&M Associates, any successors, assigns, or affiliates of the foregoing, or any other person or entity related to the Contract or Project.
- b. POCONO TOWNSHIP Release of PACT. POCONO TOWNSHIP, its supervisors, officers, directors, owners, agents, and employees hereby release and forever discharge PACT, its surety, its officers, directors, members, employees, agents, attorneys, and their successors and assigns from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, asserted or unasserted, whether at law or in equity, whether now known or unknown, that POCONO TOWNSHIP had, or may have now or in the future arising out of any work performed by PACT at any time prior to and including the date of this Agreement ("POCONO TOWNSHIP Release").

- c. Exceptions to Releases. The following item is excepted from the PACT Release and the POCONO TOWNSHIP Release: (i) any work performed by PACT at the request, order, or authorization of POCONO TOWNSHIP (or its authorized agents) after the execution of this Agreement.

4. Cooperation After Release. To the extent that POCONO TOWNSHIP remains obligated to submit paperwork or other filings related to the Project to any other person, entity, or agency under the terms of the Contract and submission of these filings requires the cooperation of PACT to satisfy said obligations, PACT shall provide reasonable cooperation to POCONO TOWNSHIP to the extent necessary.

5. Continuation of Contract and Work on Project. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall in no way: (i) terminate the Contract; (ii) in any way limit POCONO TOWNSHIP's right to request PACT to provide additional work on the Project pursuant to the Contract; or (iii) in any way limit PACT's rights to obtain payment for work performed after the date of this Agreement.

6. Notices and Deliveries. All notices and communications shall be in writing. Notices, communications, or deliveries required to be made pursuant to this Agreement shall be deemed duly given or delivered as follows: (a) if by personal delivery—on the date and time of delivery; (b) if by e-mail (if applicable)—on the date and time sent if sent during normal business hours (9:00 a.m. to 5:00 p.m., Eastern Standard Time) during a business day,<sup>1</sup> and if sent after normal business hours or on a non-business day, such notice shall be effective at 9:00 a.m. (Eastern Standard Time) on the next business day; (c) if by overnight courier service (e.g., FedEx or UPS) (delivery receipt requested)—on the date and time of delivery to the recipient; or (d) if by first-class mail or certified mail (postage prepaid, return receipt requested)—on the third business day following the date of mailing.

All notices, communications, and deliveries shall be made at the following addresses or to other such addresses as the Parties may designate from time to time by notice in accordance with this Section:

If to PACT:

Mr. Henrik Maxian  
PACT TWO, LLC  
P.O. Box 74  
554 Route 31  
Ringoos, New Jersey 08551  
henrik@pactconstruction.com

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<sup>1</sup> A business day shall mean any day except a Saturday or Sunday or any day on which the United States Government or the Government of the Commonwealth of Pennsylvania is closed.

Copies to:

Kevin J. McKeon  
Watt Tieder Hoffar & Fitzgerald, LLP  
8405 Greensboro Drive, Suite 100  
McLean, Virginia 22102  
kmkeon@watttieder.com

If to POCONO TOWNSHIP:

Ms. Pamela Finkbeiner  
Township Manager, Pocono Township  
Pocono Township Municipal Building  
P.O. Box 197  
Tannersville, Pennsylvania 18372  
Gschuster@poconopa.gov

Copies to:

Leo V. DeVito, Jr.  
Broughal & DeVito, LLP  
38 West Market Street  
Bethlehem, Pennsylvania 18018  
leodevito@rcn.com

7. **Amendment to Contract.** Subject to Paragraph 5 above (Continuation of Contract and Work on Project), to the extent any amendment to the Contract is required to effectuate this Agreement, the Parties hereby authorize and make such amendment(s). If there are any conflicts between this Agreement and the Contract; this Agreement shall govern; provided, however, that any provision of the Contract that does not require amendment or is not in conflict of this Agreement shall remain in full force and effect.

8. **Confidentiality.** The Parties shall not publicly disclose the terms and conditions of this Agreement, or the negotiations preceding it, to any person or entity, orally, in writing, or in electronic format, other than to the Parties' attorneys, accountants, tax advisors, or as required by law or legal process. Any private disclosure of the terms and conditions of this Agreement shall be made subject to the terms of a confidentiality agreement and notice shall be provided to the Parties to this Agreement. All confidential information, including but not limited to communications, correspondence, discovery materials, financial information and all other documents, materials, records or writings of any type, including copies thereof, exchanged between the parties' attorneys concerning negotiations of this Agreement shall remain confidential and shall not be publicly disclosed by any party hereto or by such party's agents, including their attorneys and tax advisors, except as required by law or legal process.

9. **Compromise.** Each Party understands and agrees that this Agreement is made in compromise of disputed claims, and that the consideration for this Agreement is not to be construed as an admission of liability by any Party, any and all liability being expressly denied.

10. **Interpretation and Construction.** This Agreement has been fully and freely negotiated by the Parties hereto, shall be considered as having been drafted jointly by the Parties hereto, and shall be interpreted and construed as if so drafted, without construction in favor of or against any one Party or on account of its participation in the drafting of this Agreement. The paragraph headings set forth in this Agreement are for convenience only and shall not be used to interpret the provisions of this Agreement.

11. **Execution.** The Parties agree to execute, or cause their authorized agents to execute, any and all such documents as may be reasonable or necessary to effectuate any of the purposes contemplated by this Agreement.

12. **Severability.** In the event any part, term, or provision of this Agreement is declared or determined to be illegal or invalid by any court of competent jurisdiction, the validity of the remaining parts, terms, and provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement, as the case may be.

13. **Binding Effect.** This Agreement constitutes the final and binding understanding between and among the Parties hereto with respect to the matters discussed herein, and this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective predecessors, successors, assigns, beneficiaries, principals, employees, officers, directors, shareholders, members, managers, agents, representatives, partners, affiliated or related entities, parent, sister or subsidiary companies or entities, managing or operating companies or entities, direct or indirect owners, attorneys, insurers, and any person claiming by, through, or on behalf of any of them, and all others acting in concert with them.

14. **Course of Dealing; Amendment.** This Agreement may not be amended except by a written instrument executed by all Parties. No course of dealing, oral agreement, or any conduct or custom between any of the Parties hereto shall be effective to amend, modify, or change any of the provisions of this Agreement.

15. **Attorneys' Fees.** Each Party to this Agreement shall pay its own attorneys' fees and costs in connection with negotiating and drafting the terms of this Agreement. However, to the extent it becomes necessary to initiate litigation to enforce or interpret the rights of the Parties under this Agreement, the prevailing party shall be awarded its legal fees and costs incurred in connection with or arising from said litigation.

16. **Counterparts.** This Agreement may be executed in one or more counterparts that may be executed and delivered to the other Parties, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Facsimile signature pages, signature pages in Portable Document Format (a/k/a PDF), or signature pages sent by similar electronic means shall have the same force and effect as original signatures to the Agreement.

17. **Authority.** Each of the respective Parties represents and warrants that it has not assigned, encumbered, transferred, or purported to assign, encumber, or transfer, and will not at any time in the future assign, encumber, or transfer to any person or entity any of the rights or claims which are released, remised, or discharged by each party pursuant to this Agreement.

**[Signature page to follow]**

IN WITNESS WHEREOF, each of the Parties has caused this Settlement Agreement and Release to be executed by its duly authorized officer or representative on the day and year first written above.

**PACT TWO, LLC**, a New Jersey Limited Liability Company

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Its (title): \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

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

**TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA**, a Pennsylvania municipality

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Its (title): \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

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



74 W. Broad St., Suite 500  
Bethlehem, PA 18018

(610) 625-2998 • FAX(610) 625-2989

**RECEIVED**  
JUL 27 2016  
POCONO TOWNSHIP

# LETTER OF TRANSMITTAL

DATE	7/27/16	JOB No.	POCO00040
ATTENTION	Pam Finkbeiner, Interim Township Manager		
RE	Marona Construction Company Payment Application #6 (REV 1)		

TO: POCONO TOWNSHIP  
 P.O. Box 197  
 112 Township Drive  
 Tannersville, PA 18372

WE ARE SENDING YOU  Attached  Under separate cover  VIA Hand Delivery the following items:

- Shop Drawings
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- Payment Application

No	DATE	COPY#	DESCRIPTION
1	7/27/2016	2	Payment Application No. 6 (REVISED)
2	7/27/2016	1	Contract Close Out Documents

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE

- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit
- Submit
- Return
- PRINTS RETURNED AFTER LOAN TO US

### REMARKS

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COPY TO \_\_\_\_\_  
 SIGNED \_\_\_\_\_  
 Mark Ambrose, P.E.



| YOUR GOALS. OUR MISSION.

July 27, 2016

Mrs. Pamela Finkbeiner  
Pocono Township Interim Manager  
112 Township Drive  
Tannersville, PA 18372

SUBJECT: PAYMENT APPLICATION NO. 006 (FINAL) REVISED  
ROUTE 611 SANITARY SEWER REPLACEMENT PROJECT  
OUR PROJECT NUMBER: POC000040

Dear Mrs. Finkbeiner:

T&M received a revised Application for Payment Request #006 on July 21, 2016 for the above referenced sanitary sewer project submitted by Marona Construction Company (Contractor), dated July 11, 2016. This request is for work completed from May 28, 2016 to June 2, 2016 and is the Final Payment Request for this project. The revisions to the Application address Board of Commissioners (BOC) comments regarding the previously identified Balance to Finish total provided in the previous Application. The revised Application identifies a Balance to Finish amount of \$0.00.

This revised Payment Request is for \$235,241.86 and includes the costs identified in Project Change Order PCO 005 (\$105,860.04) and Project Retainage (\$129,381.82). At this time T&M recommends a *Current Payment Due* to Marona Construction in the amount of \$235,241.86.

Marona Construction Company has also provided the following Contract Closeout Documents as required in Section 01700 of the Contract Documents:

- Contractor's Release of Liens
- Contractor's Affidavit of Release of Liens
- Contractor's Affidavit of Payment of Debts and Claims
- Waiver of Liens
- Consent of Surety Company to Final Payment



JULY 27, 2016  
PAGE 2

T&M has reviewed these documents and finds them adequate for project close-out; however, the BOC may want to have the Township Solicitor review these documents on behalf of the Township.

If you have any questions about this correspondence or the accompanying documents, please contact me at (610) 301-6736.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Mark Ambrose'.

Mark Ambrose, P.E.  
Supervising Engineer  
T&M Associates

**PARTIAL/FINAL PAYMENT**

**TO OWNER:**  
 POCONO TOWNSHIP  
 112 TOWNSHIP DRIVE  
 TANNERSVILLE, PA 18271  
 ATTN: PAMELA FRENDELMER

**PROJECT:**  
 ROUTE 611 SANITARY SEWER REPLACEMENT PROJECT

**CONTRACT NO. ONE GENERAL CONSTRUCTION**

**FROM CONTRACTOR:**  
 MARK ANASTASIO COMPANY  
 PO Box 205  
 2071 Tremington Road  
 Summit Hill, Pa 18888  
 Project Manager Steve Salama, P.E.

**ENGINEER:**  
 TRISTAR ASSOCIATES, INC.  
 700 W. MARKET STREET  
 BETHLEHEM, PA 18018  
 ATTN: MARK AMBROSE, P.E.

**APPLICATION/INVOICE NO. 006 FINAL**  
**PERIOD: FROM 5/28/2016 TO 6/22/2016**  
**APPLICATION DATE 7/11/2016**  
**MARIONA DORR 166**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

1. ORIGINAL CONTRACT SUM 2,423,000.00  
 2. PREVIOUSLY RECEIVED PAYMENTS 66,636.00  
 3. CONTRACT SUM TO DATE 2,693,496.40  
 4. TOTAL COMPLETED & STORED TO DATE (Column F) 2,693,496.40  
 5. RETAINAGE  
 a. 0 % of Completed Work 0.00 (Column F)  
 b. 0 % of Stored Materials 0  
 c. Total 0.00  
 6. TOTAL DEDUCTIBLE LESS RETAINAGE 2,693,496.40  
 7. LESS PREVIOUS PAYMENT (Paid to-date) 2,458,244.34  
 8. CURRENT PAYMENT DUE (Line 6 - Line 7) 235,252.06  
 9. BALANCE TO FINISH (Line 5 - Line 8) 0.00

CHANGE ORDER/STIPENDIARY	NUMBER	AMOUNT
Total Change Order/ Stipendary to previous entries by Owner	01, 02, 03, 04	149,636.36
Total approved this Month	05	105,600.04
TOTALS (Line 7)		255,236.40

**CONTRACTOR'S CERTIFICATION**  
 The undersigned certifies that (1) all invoice progress payments received from Owner's on account of work done under the Contract have been applied to Discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment heretofore made by Contractor; (2) title to all materials and equipment incorporated in said Work or otherwise used or covered by this Application for Payment will pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to Owner); (3) Owner signs such lien, claim, security interest, or encumbrance; and (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

Date: 7/11/2016  
 By: [Signature]  
 Stephen J. Salama, P.E., Project President

Approved Payment Amount \$ 235,252.06  
 Date: 5/24/16  
 For: TRM Association  
 By: [Signature]  
 Mark Ambrose

**CONTINUATION SHEET**

Owner: **POCONO TOWNSHIP**  
 112 TOWNSHIP DRIVE  
 TANNERSVILLE, PA 18372  
 ATTN: PAMELA FINKBENER

Project: **ROUTE 611 SANITARY SEWER REPLACEMENT PROJECT**  
 MUC JOB# **188**

Invoice No: **006 FINAL**  
 Invoice Date: **1/11/2016**  
 Period To: **6/22/2016**

Contractor: **Marona Construction Co.**  
 PO Box 288  
 3191 Trowglown Road  
 Colmar, PA 18915

A Item No.	B Description	C Scheduled Value			D Work Completed From Previous Application (F)		E Work Completed This Period		F Work Completed and Stored To Date (D + E)			G Balance To Finish (C - F)		H Retainage This Period -5%
		Unit	Quant	Unit Price	Total Price	Quant	Amount	Quant	Amount	Quant	Amount	Quant	Amount	
1	Bonds and Insurance	LS	1	\$40,000.00	\$40,000.00	1	\$40,000.00	\$0.00	1	\$40,000.00	100%	0	\$0.00	\$0.00
2	Mobilization & Demobilization	LS	1	\$300,000.00	\$300,000.00	1	\$300,000.00	\$0.00	1	\$300,000.00	100%	0	\$0.00	\$0.00
3	Traffic Control	LS	1	\$50,000.00	\$50,000.00	1	\$50,000.00	\$0.00	1	\$50,000.00	100%	0	\$0.00	\$0.00
4	Demolition & Removal of Existing Pipe	LF	270	\$100.00	\$27,000.00	0	\$0.00	\$0.00	0	\$0.00	0%	0	\$0.00	\$0.00
5	F&I 28" HDPE Sewer Pipe via Microtunneling	LF	900	\$2,100.00	\$1,890,000.00	900	\$1,890,000.00	\$0.00	900	\$1,890,000.00	100%	0	\$0.00	\$0.00
6	F&I Sewer Manholes, Complete, All Depths	EA	5	\$25,000.00	\$125,000.00	4	\$100,000.00	\$0.00	4	\$100,000.00	80%	0	\$0.00	\$0.00
7	F&I 28" HDPE Sewer Via Open Cut	LF	320	\$500.00	\$160,000.00	50	\$25,000.00	\$0.00	50	\$25,000.00	16%	0	\$0.00	\$0.00
8	Township Roadway Paving, Including Temporary and Permanent Paving	L.S.	1	\$20,000.00	\$20,000.00	1	\$20,000.00	\$0.00	1	\$20,000.00	100%	0	\$0.00	\$0.00
9	F&I 4" Lateral to Sewer Main	LS	1	\$13,000.00	\$13,000.00	1	\$13,000.00	\$0.00	1	\$13,000.00	100%	0	\$0.00	\$0.00
					\$2,625,000.00		\$2,438,000.00	\$0.00		\$2,438,000.00			\$0.00	\$0.00

**CONTINUATION SHEET**

Owner:

POCONO TOWNSHIP  
112 TOWNSHIP DRIVE  
TANNERSVILLE, PA 18372  
ATTN: PAWELA FINKBEINER

Project:

ROUTE 611 SANITARY SEWER REPLACEMENT PROJECT

Invoice No: 006 FINAL

Invoice Date: 7/11/2016  
Period To: 6/2/2016

Contractor:

Marema Construction Co.  
PO Box 285  
3191 Trevingtown Road  
Colmar, PA 18915

MCC JOB#

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Item No.	Description	Unit	Quant	Unit Price	Scheduled Value		Work Completed		Work Completed To Date		Balance To Finish		Retainage This Period
					Total Price	From Previous Application (F)	Quant	Amount	Quant	Amount	Quant	Amount	
	CHANGE ORDERS												
CO-1	MICROTUNNEL JOINT RESTRAINTS	LS	1	\$64,170.00	\$64,170.00	1	\$64,170.00	100%	0	\$0.00	\$0.00	\$0.00	
CO-2	RELOCATE BCRA 12" WATER MAIN	LS	1	\$50,000.00	\$50,000.00	1	\$50,000.00	100%	0	\$0.00	\$0.00	\$0.00	
CO-3	CONTRACT TIME EXTENSION	LS	1	\$0.00	\$0.00	0	\$0.00		1	\$0.00	\$0.00	\$0.00	
CO-4	RECONNECT EX 24" HDPE TO MH #2	LS	1	\$35,466.36	\$35,466.36	1	\$35,466.36	100%	0	\$0.00	\$0.00	\$0.00	
CO-5	PENUDOT HOP REQUIREMENTS/IMPROVEMENTS TO CHESTERS PROPERTY	LS	1	\$105,860.04	\$105,860.04	1	\$105,860.04	100%	0	\$0.00	\$0.00	\$0.00	
	Original Purchase Order				\$105,860.04		\$105,860.04						
	Subtotal Part A				\$2,625,000.00		\$2,438,000.00	93%		\$0.00	\$0.00	\$0.00	
	Change Order 1				\$64,170.00		\$64,170.00			\$0.00	\$0.00	\$0.00	
	Change Order 2				\$50,000.00		\$50,000.00			\$0.00	\$0.00	\$0.00	
	Change Order 3				\$0.00		\$0.00			\$0.00	\$0.00	\$0.00	
	Change Order 4				\$35,466.36		\$35,466.36			\$0.00	\$0.00	\$0.00	
	Change Order 5				\$105,860.04		\$105,860.04			\$0.00	\$0.00	\$0.00	
	<b>GRAND TOTALS</b>				\$2,880,496.40		\$2,587,636.36	93%		\$0.00	\$0.00	\$0.00	

19v.

CONTRACTOR'S RELEASE OF LIENS

The undersigned WAGON CONSTRUCTION hereinafter known as CONTRACTOR, for itself, its subcontractors, and all parties acting through or under it, has furnished labor, equipment and materials, for the erection and construction of certain improvements consisting of ROUNE GAIL SANDTRY SEWER at property known as

(Description)

BARNECAL WOODS COUNTY PA for the BOCORA TOWNSHIP

(Location)

(Owner)

hereinafter known as OWNER and has agreed to release all liens which he or any of them have or might have on the improvement and the property by reason of materials furnished or work performed for erecting and constructing the improvement; and

NOW, contingent upon receipt of final payment from the OWNER, the undersigned CONTRACTOR, for itself, its subcontractors and all parties acting through or under it, hereby renounces, releases and forever quit claim to OWNER, his heirs and assigns all liens, claims and demands which he or any of them now have or might or could have on or against the interest of OWNER in the improvement and the property for labor or materials previously or subsequently furnished for erecting and constructing the improvement, so that OWNER, his heirs and assigns shall hold and enjoy the improvement and the property free and clear from all liens, claims or demands for labor or materials furnished by the undersigned CONTRACTOR, which are hereby released and discharged.

CONTRACTOR: WAGON CONSTRUCTION BY: [Signature]  
391 TOLINGTON ROAD  
ADDRESS: COLLIER, PA 18015 TITLE: SHAWN SHAW  
VICE PRESIDENT

Subscribed and sworn to me this 14<sup>th</sup> day of July, 2016

[Signature] My commission expires 10/05/2019  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Alexa Sullivan, Notary Public  
Hartford Twp., Montgomery County  
My Commission Expires Oct. 5, 2019  
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

Pocahontas Township Proj. No. \_\_\_\_\_ T&M ASSOCIATES Proj. No. POCO-00040

Project ROUTE 611 SWIMWAY SEWER LINE REPLACEMENT

TO: POCOHONTAS TOWNSHIP

(Owner)

Contract For: CONTRACT ONE- GC Contract Date: OCTOBER 6, 2015

State of: PA

County of: MONTGOMERY

The undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below,

The Release or Waiver of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work. Laborers who have or may have their rights in any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Lien, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Lien from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: MEDINA CONSTRUCTION

ADDRESS: 3191 TRELBURN ROAD  
CUMBERLAND, PA 15815

BY: 

Subscribed and sworn to before me this

14<sup>th</sup> day of July, 2015

Notary Public: Alexia Sullivan

My Commission Expires: 10/05/2019



CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF: PA

COUNTY OF: MONTGOMERY

CONTRACT: ROUTE 611 SANDRY SANDS DEVELOPMENT PROJECT

Before me, the undersigned, a NOTARY PUBLIC

(Notary Public, Justice of the Peace,  
or Alderman)

In and for said County and State, personally appeared

\_\_\_\_\_ (Individual),

STEVEN S. SYMONA

Partner, or duly authorized representative of Corporate Contractor)

Who, being duly sworn according to law, deposes and says that all labor, material and outstanding

claims and indebtedness of whatever nature arising out of the performance of the CT 60 20 15

CONTRACT of the RODNO TOWNSHIP with WABONA CONSTRUCTION COMPANY

(Owner)

(Contractor)

\_\_\_\_\_ have been paid in full.  
(Contractor)

  
(Notary Public, Justice of the Peace, or duly authorized  
representative of Corporate Contractor)

Sworn to and subscribed before me

this 14<sup>th</sup> day of July, 2016

Alexa E. Hill  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Alexa Sullivan, Notary Public  
Hartfield Twp., Montgomery County  
My Commission Expires Oct. 5, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

WAIVER OF LIENS

THIS WAIVER OF LIENS is made as of the 1<sup>st</sup> day of JULY 2010 by \_\_\_\_\_  
WARREN CONSTRUCTION a CORPORATION ("General  
Contractor") in favor of POCONO TOWNSHIP (the "Owner").

BACKGROUND

A. By a duly executed written agreement dated October 6, 2005 (the "Contract"), Owner and General Contractor have contracted for services in connection with the design and construction of certain improvements as more fully described in the Contract (the "Improvements") to be erected on real estate known as COOPER PARKS IN A GOLF COUNTRY POCONO TOWNSHIP (the "Property").

B. By the terms of the Contract, General Contractor has covenanted, promised and agreed that no mechanic or materialman's liens or claims would be filed or maintained in the Property or any part thereof, or the curtilage or curtilages appurtenant thereto, either by himself or on account of any work, labor or materials supplied in the performance of the Contract or under any supplemental contract or for extra work, in supervision of the design, erection, construction or completion of the Improvements on the Property or any of the curtilages appurtenant thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Contract, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The General Contractor, for itself and anyone else acting or claiming through or under the General Contractor, hereby waives and relinquishes all right to file a mechanic's lien, claim or notice of retention to file any lien or claim, and hereby covenants, promises and agrees that no mechanic's lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or curtilage or curtilages appurtenant thereto, by or in the name of General Contractor for work done or materials furnished under the Contract or by any other party acting through or under it or them or any of them for and about the Improvements or the Property or any part thereof, or on credit thereof, so that there shall not be any legal or lawful claim of any kind against Owner for any work done or labor or materials furnished under the Contract for and about the design, erection, construction or completion of the Improvements, or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. This Agreement waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in supervision of the erection, construction and completion of the Improvements as to any work and labor done and materials furnished under the Contract.

3. In order to give Owner full power and authority to protect itself, the Improvements, the Property, the estate or title of Owner therein, and the curtilage or curtilages appurtenant thereto against any and all liens or claims filed by the General Contractor or anyone acting under or through the General Contractor in violation of the foregoing covenant, the General Contractor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent permitted by law, make and file with the Court, and cause to be filed with the Court, any and all claims or claims, lien or liens, filed in violation of the foregoing covenant, for such act, a copy of this executed instrument shall be good and sufficient warrant and authority, and a reference to the Court, Term and Number in which and where this Agreement shall have been filed shall be sufficient exhibit of the authority herein contained to warrant such action, and the General Contractor does hereby renounce, release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

4. The General Contractor hereby warrants that no work or labor of any kind or nature whatsoever has as yet been done, and that no materials or services of any kind or nature whatsoever have as yet been furnished, by anyone under, towards or in connection with the erection or performance of the Contract, the Improvements or the Property.

5. This waiver shall bind the General Contractor, all subcontractors and all of their respective successors and assigns.



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

In accordance with the provisions of the Contract dated October 6, 2015 between:

MARONA CONSTRUCTION BRITAINSPURTON ROAD CURVE PA 18915 and  
(Name and Address of Contractor)

ROCONO TOWNSHIP 112 TOWNSHIP DRIVE TROVERSVALE PA 18372  
(Name and Address of Owner)

The ANDERSON & CATANA TOP DRIVE/DAVIDA WYE WASHINGTON, DE 19802  
(Name and Address of Surety)

Surety on the Bond of MARONA CONSTRUCTION COMPANY  
(Name of Contractor)

After careful examination of the books and records of said Contractor, and after receipt of affidavit and releases, certifies this Company that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of said Contractor

MARONA CONSTRUCTION COMPANY  
(Name of Contractor)

and by these presents witness that payment to the Contractor of the final estimates shall not release the Surety Company of any of its obligations to the

ROCONO TOWNSHIP  
(Name of Owner)

for ROUTE 601 SPURWAY SEWER REPLACEMENT PROJECT  
(Name of Project)

INSTALLATION AND REPLACEMENT OF EXISTING SPURWAY SEWER LINE  
(Type of Work)

as set forth in the said Surety Company's Bond No. 019046033

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this

19th day of July 20 16

Witness:



Liberty Mutual Insurance Company  
(Name of Surety)

By:



Gina M. Fepp  
(Attorney-in-Fact)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

The Power of Attorney lists the name of the attorney-in-fact, and they have not authorized to bind the Company except in the manner and to the extent herein stated. Certificate No. 100000

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (hereinafter collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David M. Casey, John M. Egan, Joseph T. Cantu, Richard S. Anderson,

of the city of Washington, state of DC, each individually, first for more than one period, as true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on behalf of said Company, and as its act and deed, any and all underwriting, bonds, recognitions and other money obligations, in pursuance of these powers and shall so binding upon the Companies as if they have been duly signed by the president or officers of the Companies in their own proper persons.

IN WITNESS WHEREOF, the Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereunto this 21st day of May, 2013.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON  
COUNTY OF KING

On this 21st day of May, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized as to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the coproviders by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my printed seal at Seattle, Washington, on the day and year first above written.

By: KD Poirer, Notary Public

The Power of Attorney is made and executed pursuant to and by authority of the following Bylaws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President and subject to such limitations as the Chairman or the President may prescribe, shall execute such attorney-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver on behalf of the Corporation any and all underwriting, bonds, recognitions and other money obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have the power to bind the Corporation by their signature and to execute and deliver in behalf of the Corporation, when so authorized, such contracts, deeds and other instruments as may be necessary to carry out the business of the Corporation. When so authorized, such contracts, deeds and other instruments shall be binding on the Corporation, the President or by the officer or officer-in-fact as may be necessary to carry out the business of the Corporation.

ARTICLE XII - Execution of Contract - SECTION 3. Surety Bonds and Underwritings. Any officer of the Corporation authorized for that purpose in writing by the Chairman or the President, each, acknowledge and deliver as a surety any and all underwriting, bonds, recognitions and other money obligations. Such attorney-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to effect in behalf of the Corporation. When so authorized such instruments shall be binding on the Corporation as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to execute such attorney-in-fact as may be necessary to act on behalf of the Corporation to make, execute, seal, acknowledge and deliver as a surety any and all underwriting, bonds, recognitions and other money obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Casey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the full power of attorney of which this copy is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2013.

By: David M. Casey, Assistant Secretary



To confirm the validity of this Power of Attorney call: 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

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

**A RESOLUTION GRANTING CONDITIONAL  
APPROVAL OF THE CROSSINGS PREMIUM OUTLETS MAINTENANCE  
BUILDING PRELIMINARY/FINAL LAND DEVELOPMENT PLAN**

**WHEREAS**, the applicant, Chelsea Pocono Finance, LLC, submitted a plan application titled "Preliminary/Final Land Development Plan, The Crossings Premium Outlets Maintenance Building" (the "Plan"). The applicant proposes to construct a 1,800 square foot storage/maintenance building within the footprint of an existing sewage treatment building in the C-Commercial Zoning District. The parcels are owned by Chelsea Pocono Finance, LLC and are known as Monroe County Tax ID Nos. 12/92286, 12/7/1/18-3, 12/113656, 12/8/2/18-3, 12/111139, 12/7/1/14, 12/7/1/13, 12/7/1/12, 12/119735, 12/7/1/11, and 12/93648; and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letters dated June 24, 2016 and July 22, 2016; and

**WHEREAS**, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on July 25, 2016; 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 request for modification from the Subdivision and Land Development Ordinance are hereby granted:

1. SALDO Sections 2.106 and 2.107: The initial plan submitted to the Commission for review shall be considered the Official Preliminary Plan. *The applicant shall be permitted to submit a preliminary/final land development plan.*

That the following request for modification from the Brodhead/McMichael Creek Stormwater Management Ordinance is hereby granted:

1. Section 303.I.8: A 75 foot stream buffer shall be provided along the Pocono Creek. Improvement within the buffer is permitted only if a Modification is first granted by the Board of Commissioners. *The applicant shall be permitted to construct the proposed storage/maintenance building within the footprint of the existing sanitary sewer treatment building which is located in the 75 foot stream buffer.*

That the "Preliminary/Final Land Development Plan, The Crossings Premium Outlets Maintenance Building" as shown on the plan prepared by Borton-Lawson Engineering, dated June 3, 2016, last revised July 18, 2016, 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 July 22, 2016, with the following additional comments.
  - a. No new parking shall be required for the proposed storage/maintenance building.
  - b. The proposed storage/maintenance building is considered an accessory building.
2. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
3. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
4. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township, if deemed necessary by the Township.
5. 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.
6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. 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.
8. The applicant shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
9. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

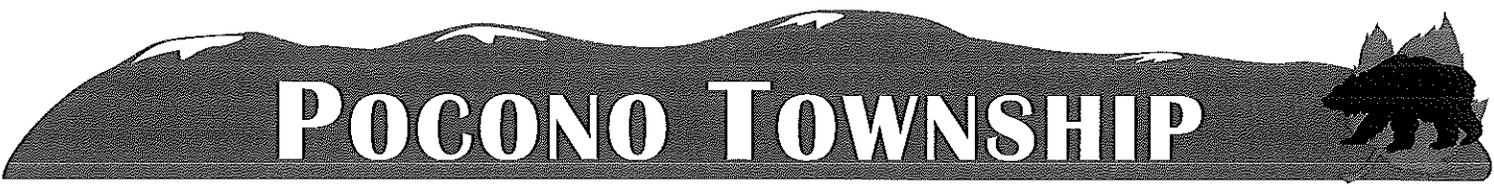
**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Pamela Finkbeiner  
Title: Secretary

By: \_\_\_\_\_  
Print Name: Harold Werkheiser  
Title: President



# POCONO TOWNSHIP

www.poconopa.gov

## RESOLUTION – 2016-

**BE IT RESOLVED**, by the authority of the Board of Commissioners, of the Township of Pocono, Monroe County,

**AND HEREBY RESOLVED**, by the authority of the same, that the Township Interim Manager of Pocono Township is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of Pocono Township.

ATTEST:

Township of Pocono

\_\_\_\_\_

By: \_\_\_\_\_  
Pamela Finkbeiner, Interim Manager/Twp. Sec.

I, *Pamela Finkbeiner*, Interim Township Manager, of the Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Pocono Township Board of Commissioners, held on the *1<sup>st</sup> day of August, 2016*.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Pamela Finkbeiner, Interim Manager/Twp. Sec.

# Application for Traffic Signal Approval



Please Type or Print all information in Blue or Black Ink

County : \_\_\_\_\_  
Engineering District : \_\_\_\_\_  
Department Tracking # : \_\_\_\_\_  
Initial Submission Date : \_\_\_\_\_

## A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Harold Werkheiser Title : President/Commissioner  
Municipal Name : Pocono Township  
Municipal Address : P.O. Box 197, Tannersville, PA 18372  
Municipal Phone Number : 570-629-1922 Alternative Phone Number : \_\_\_\_\_  
E-mail Address : hwerkheiser@poconopa.gov  
Municipal Hours of Operation : \_\_\_\_\_

## B - Application Description

Location (*intersection*) : SR 0611 and Discovery Drive  
Traffic Control Device is :  NEW Traffic Signal  EXISTING Traffic Signal (Permit Number) : 45-209-16  
Type of Device (*select one*)  Traffic Control Signal (MUTCD Section 4D, 4E, 4G)  Flashing Beacon (MUTCD Section 4L)  School Warning System (MUTCD Section 7B)  
 Other : \_\_\_\_\_  
Is Traffic Signal part of a system? :  YES  NO System Number (*if applicable*) : \_\_\_\_\_  
If YES, provide locations of all signalized intersections in system.

### Explain the proposed improvements :

Add high volume driveway opposite Discovery Drive. Add northbound left turn lane, southbound right turn lane, and eastbound through turn lane.

Associated with Highway Occupancy Permit (HOP)? :  YES  NO If YES, HOP Application # : 94022

## C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :  
 Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor  
 Other : \_\_\_\_\_

Maintenance and Operations Contact Name : \_\_\_\_\_ Company/Organization : \_\_\_\_\_  
Phone # : \_\_\_\_\_ Alternative Phone # : \_\_\_\_\_ E-mail : \_\_\_\_\_

## D - Attachments Listing

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution ( <i>required</i> ) | <input type="checkbox"/> Location Map               | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment                      | <input type="checkbox"/> Photographs                | <input type="checkbox"/> Turn Lane Analysis                   |
| <input type="checkbox"/> Traffic Signal Permit                               | <input type="checkbox"/> Straight Line Diagram      | <input type="checkbox"/> Turn Restriction Studies             |
| <input type="checkbox"/> Warrant Analysis                                    | <input type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Other : _____                        |
| <input type="checkbox"/> Crash Analysis                                      | <input type="checkbox"/> Traffic Impact Study (TIS) |   |
| <input type="checkbox"/> Traffic Signal Study                                | <input type="checkbox"/> Condition Diagram          |   |

# Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : \_\_\_\_\_

Engineering District : \_\_\_\_\_

Department Tracking # : \_\_\_\_\_

Initial Submission Date : \_\_\_\_\_

## E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : \_\_\_\_\_ Date : \_\_\_\_\_

Signed By : \_\_\_\_\_ Witness or Attest : \_\_\_\_\_

Title of Signatory : \_\_\_\_\_ Title of Witness or Attester: \_\_\_\_\_

**Exhibit "A":  
Preventative and Response Maintenance  
Requirements**



County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Preventive Maintenance**

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

**Response Maintenance**

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

**FINAL REPAIR:**

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

**EMERGENCY REPAIR:**

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

**Response Maintenance Schedule**

**KNOCKDOWNS**

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

**TYPE OF REPAIR PERMITTED**

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

**EQUIPMENT FAILURE**

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
  - Loop
  - Magnetometer
  - Sonic
  - Magnetic
  - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":  
Recordkeeping**

County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_

**Recordkeeping**

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

**FORM 1 - Master Intersection Record**

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

**FORM 2 - Response Maintenance Record**

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

**FORM 3 - Preventive Maintenance Record**

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":  
Signal Maintenance Organization**
 County : \_\_\_\_\_  
 Engineering District : \_\_\_\_\_  
 Department Tracking # : \_\_\_\_\_  
 Initial Submission Date : \_\_\_\_\_
**Personnel Classifications**

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Traffic Engineer** - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

**Minimum Position Requirements**

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

**Signal Specialist** - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

**Minimum Position Requirements**

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

**Signal Technician** - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

**Minimum Position Requirements**

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

**Training**

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

**Budget Requirements**

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



## Application Instructions

### A - Applicant's (Municipal) Contact Information

**Municipal Contact's Name:** Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

**Title:** Provide the title of the municipal contact name.

**Municipal Name:** Provide the official municipal name.

**Municipal Address:** Provide the full address of the municipal building.

**Municipal Phone Number:** Provide the municipal phone number of the municipal contact.

**Alternative Phone Number:** Provide an alternative phone number of the municipal contact.

**E-mail Address:** Provide the e-mail address of the municipal contact.

**Municipal Hours of Operation:** Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

### B - Application Description

**Location (*intersection*):** Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

**Traffic Control Device is:** (Please select one of the two following categories)

**NEW Traffic Signal:** This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

**EXISTING Traffic Signal:** This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

**(Permit Number):** Please provide the traffic signal permit number.

**Type of Device (select one):** (Please select one of the four following categories)

**Traffic Control Signal:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

**Flashing Beacon:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

**School Warning System:** As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

**Other:** When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

**Is Traffic Signal part of a system?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

**Explain the proposed improvements:** Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

**Associated with Highway Occupancy Permit (HOP)?:** Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

### C - Maintenance and Operation Information

**Maintenance and Operations are typically performed by?:** Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

**Maintenance and Operations Contact Name:** Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

**Company/Organization:** Provide the name of the company/organization with which the primary maintenance contact is affiliated.

**Phone #:** Provide the phone number for the primary maintenance contact.

**Alternative Phone #:** Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

**E-mail:** Provide the e-mail address for the primary maintenance contact.

### D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

### E - Applicant (Municipal) Certification

**Printed Municipal Contact Name:** Please print the name of the municipal contact person signing the application.

**Date:** Please provide the date on which the application was signed.

**Signed By:** Please provide the signature of the named municipal contact.

**Title of Signatory:** Please provide the title of municipal contact.

**Witness or Attest:** Please provide the signature of the person witnessing or attesting the signature.

**Witness or Attester:** Please provide the title of the person witnessing or attesting the signature.