

POCONO TOWNSHIP COMMISSIONERS
MEETING AGENDA
April 3, 2017
6:00 p.m.

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements:
 - a. Executive Session was held March 20, 2017 on personnel matters. No action was taken.
 - b. Hearing is scheduled for 6:00pm Tuesday April 18, 2017 for the Board to receive testimony regarding the proposed Resort Re-Use Overlay District Petition. The meeting will be held at St. Luke's Ambulance Building.
- 4) Public Comments on matters not on the agenda

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)

- 5) Approval of Minutes:
 - a. Meeting of March 20, 2017
 - b. Work Session of March 30, 2017
- 6) Approval of Bills and Transfers
 - a. Check and Transfer Listing dated April 3, 2017
 - b. Check Ratification list dated April 3, 2017
- 7) Report of the President
- 8) Commissioners Comments

Bob DeYoung, Vice President

Jerry Lastowski, Commissioner

Judi Coover, Commissioner

Schedule Work Session for Review of Job Descriptions and Processes

Ellen Gndt, Commissioner

- 9) Reports:
 - a. Administration – Manager's Report
 - i. Appointment of Judith Linder as Deputy Tax Collector
 - ii. Police Union Arbitration Decision
 - iii. Time Clock Program Update
 - iv. Fireworks Permits Requiring Approval pursuant to Ordinance 2015-09
 - v. Compensatory Time Rules per Non-Uniform Labor Agreement

- vi. Fee Schedule for 2017
 - vii. Patrolman Staples Heart and Lung Act Benefits
 - viii. Special Counsel for Pension Questions
 - ix. Temporary Change of Schedule for Dean Hartshorn
 - x. Work session to Review DCED Report, Facilities Study and CIP
 - xi. Trap Enterprises DeSaki Hotel Status – see Resolution 2014-29
- b. Public Works Report
- i. Plaza 611 Update
 - ii. Gypsy Moth Spraying
 - iii. Stone and other road related materials bidding and purchase.
 - iv. Mountain View Park Opening.
 - v. Camp Lindenmere Route 715 Detour Update.
- c. Finance Committee
- d. Township Solicitor Report
- i. Trapasso / Sanofi Route 611 Discovery Drive Signal Agreement.
 - ii. Summit Health Request for Agreement to Start Construction before Receipt of HOP from PADOT.
 - iii. TLC Park Tank Removal.
- e. Township Engineer Report
- i. Status Report on Sewer Redesign and Air Valve Replacement.
 - ii. MS4 Update.
 - iii. Route 611 Sewer Line Relocation Work – Construction Inspection.
 - iv. Sewer Grant Update.
 - v. Northampton Community College Request for Release of remaining \$336,994.00 letter of credit for Monroe Campus Land Improvements.
 - vi. Robert Ace Request for Release of Remaining Letter of Credit.
 - vii. Carriage House at Pocono Manor Request for Release of Letter of Credit.

10) Presentations:

- a. Chief Werkheiser – Officer Service Recognition.
- b. PADOT re Route 191 Bridge/Tunnel Repair.

11) Resolutions and Ordinances:

- a. Resolution 2017-__ Granting Conditional Approval of Brookdale Road Minor Subdivision (Larson).
- b. Resolution 2017-__ Granting Conditional Approval of Kinsley Subdivision
- c. Resolution 2017-__ Granting Conditional Approval of Weis Markets Store No. 166 Gas N Go Land Development Plan
- d. Resolution 2017-__ Granting Conditional Approval of Sanofi Pasteur Tier One Parking Deck Land Development Plan
- e. Resolution 2017-__ Granting Conditional Approval of Sanofi Pasteur Discovery Drive Turn Lane Land Development Plan
- f. Resolution 2017-__ Denying Preliminary Plan Approval of Spa Castle Grand Pocono Resort Land Development Plan
- g. Resolution 2017-__ Approving Budget Appropriations.

12) Further Public Comments.

Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

13) Executive Session, if necessary

14) Adjournment

POCONO TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING MINUTES

MARCH 20th, 2017 6:00 P.M.

DRAFT

The Regular meeting of the Pocono Township Commissioners was held on 03/20/2017 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by Acting President Jerry Lastowski at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Ellen Ghandt, present; Bob DeYoung, absent; Harold Werkheiser, absent; Jerry Lastowski, present; and Judi Coover, present.

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

ANNOUNCEMENT:

- 1) An executive session was held on March 6th, 2017 to discuss personnel matters.
- 2) An executive session was held on March 9th, 2017 to discuss litigation and personnel matters.
- 3) A Public Hearing on a proposed Resort Re-Use Overlay District will be held on April 18th, 2017 at St. Luke's Ambulance Building.
- 4) An executive session was held on March 20th, 2017 at 5:00 p.m. to discuss personnel matters.

PUBLIC COMMENTS:

Maxine Turbolski and Bob Demarest, Twp. residents, suggested the Township request the County to adopt a joint Short-term rental ordinance. The Board noted they are currently working on a draft ordinance. Discussion followed.

Maxine Turbolski, Twp. resident, questioned the status of the chairs for the meeting room. Discussion followed.

Steve Larson, Twp. resident, questioned the status of the Rt. 611 project from Scotrun to Swiftwater. C. Vogt noted it will be a three year project with a start date of 03/20/2017.

Jake Singer, Twp. resident, asked if plans were in place for the old State Police Barracks. No information is available.

MINUTES:

J. Lastowski made a motion, seconded by E. Ghandt, to approve the regular meeting minutes of 03/06/2017. Discussion followed. J. Lastowski amended his motion, seconded by E. Ghandt, to include conditioned upon review of Bob DeYoung's comment. Roll call vote: E. Ghandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

E. Ghandt made a motion, seconded by J. Lastowski, to approve the special meeting minutes of March 9th, 2017. Roll call vote: E. Ghandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

J. Coover made a motion, seconded by E. Ghandt, to approve the work session meeting minutes of March 16th, 2017. Roll call vote: E. Ghandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/20/2017

BILLS AND TRANSFERS:

E. Gnandt made a motion, seconded by J. Coover, to approve the revised Supplemental appropriation list dated 03/20/2017 as read. Discussion followed. Roll call vote: E. Gnandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

J. Lastowski made a motion, seconded by E. Gnandt, to approve the check and transfer list dated 03/20/2017. Discussion followed. Roll call vote: E. Gnandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

J. Lastowski made a motion, seconded by E. Gnandt, to approve the Check ratification list dated 03/20/2017. E. Gnandt stated in her opinion, overtime was paid improperly. Discussion followed. Roll call vote: E. Gnandt, no; J. Lastowski, yes; and J. Coover, no. Motion failed.

J. Coover made a motion, seconded by E. Gnandt, to approve the Check ratification list dated 03/20/2017 excluding payroll. Roll call vote: E. Gnandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

REPORT OF THE PRESIDENT: absent

REPORT OF THE COMMISSIONERS:

Bob DeYoung, Vice President, absent.

Jerry Lastowski, Commissioner, thanked the Public Works employees, PennDOT workers, Police Department, and emergency services for their work during the recent snow storm.

Judi Coover, Commissioner:

- 1) J. Coover made a motion, seconded by J. Lastowski, to purchase 50 new chairs for the meeting room at a cost not to exceed \$27.00 per chair and keep the wooden chairs. Roll call vote: E. Gnandt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.
- 2) Gypsy Moth Contracts - C. Vogt is working on contacting the previous service.

Ellen Gnandt, Commissioner:

- 1) Time Clocks - C. Vogt note they will be updated by the 27th.
- 2) E. Gnandt requested an executive session to discuss personnel after the meeting.

REPORTS:

Civil Service Commission - C. Vogt read the Police Report.

Pocono Township Volunteer Fire Company - J. Lastowski noted the Fire Co. is presently drilling with Jackson Twp.

St. Luke's Ambulance, Rodney Wolf gave an updated to the Board. The Board requested an 'average time' in route. R. Wolf will provide. R. Wolf thanked the emergency services and road departments for their help during the recent storm.

ADMINISTRATION:

Change of Pay Days from Wednesday-Tuesday to Monday-Sunday begins with current pay period.

PG. 3
DRAFT

Dangerous Structures - J. Lastowski made a motion, seconded by E. Gndt, to authorize the Zoning Officer to proceed with enforcement against an owner of dangerous structure pursuant to Ordinance 2012-03, Sec. 7: Enforcement Procedures. Discussion followed. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Declaration of Disaster Emergency - J. Lastowski made a motion, seconded by E. Gndt, to ratify the Declaration of Disaster Emergency for winter storm Stella. Discussion followed. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Emergency Management Update - C. Vogt gave an update.

PUBLIC WORKS REPORT:

Winter Storm Stella - C. Vogt thanked the road crew and updated the board on storm.

Sewer Service Line Warranty Program endorsed by PA Municipal League - Discussion followed.

Plaza 611 Easements Update - C. Vogt updated the Board.

Interim Consultant - J. Coover made a motion, seconded by J. Lastowski, to approve Pat Briegel as Public Works Interim Consultant for an additional 30 days. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Full and Part-Time position for Public Works director has been advertised.

FINANCE COMMITTEE: E. Gndt noted the Finance Committee met with the Auditors, today. She reported field work for the audit has started.

TOWNSHIP SOLICITOR REPORT:

PMSD - TLC Park - L. DeVito presented the draft agreement to the Board. J. Coover made a motion, seconded by E. Gndt, to authorize the acting-President Jerry Lastowski to execute the agreement with PMSD. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Summit Health - Site work commencement request - Marc Wolfe, Solicitor, Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri, and Nate Oiler, RKR Hess Associates, represented the plan and requested permission to begin site work. Discussion followed. No action taken.

TOWNSHIP ENGINEER REPORT:

Status Report on Sewer Redesign and Air Valve Replacement-J. Tresslar, Twp. Engineer, gave an update on the progress.

POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/20/2017

Summit Health Waiver Requests - Discussion followed.

Requests for Modifications:

SALDO 2.106 - Preliminary/Final - J. Lastowski made a motion, seconded by J. Coover, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

SALDO Sec. 2.302.A & SMO 403.B (pg.)35 - J. Lastowski made a motion, seconded by J. Coover, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

SMO 306.D (pg. 31)- J. Coover made a motion, seconded by E. Gndt, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

SMO 303-A (pg. 18) - J. Coover made a motion, seconded by E. Gndt, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

SALDO 3.307.C.5 - Emergency Access - Discussion followed. J. Coover made a motion, seconded by E. Gndt, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Richard Wielebinski questioned if an electronic gate could be used at the emergency access. The Board noted emergency responders would have keys and bolt cutters for gate.

Larson Subdivision Steep Slopes Waiver Issue - Chuck Niclaus, Niclaus Engineering, and Steve Larson, owner represented the plan. Discussion followed.

Request for Modification

SALDO Sec. 3.209.B 4 & 5 - Steep Slopes - J. Lastowski made a motion, seconded by E. Gndt, to approve the RFM. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

Northampton Community College Request for Release of remaining \$336,994.00. - J. Tresslar, Twp. Engineer, explained additional items remain to be addressed. No action taken.

Robert Ace Request for Release of Remaining Letter of Credit - J. Tresslar is working to address the outstanding issues. No action taken.

Carriage House at Pocono Manor Request for Release of Letter of Credit - J. Tresslar is working to address the outstanding issues. No action taken.

PRESENTATION: Brodhead Watershed Association Presentation on Green Infrastructure. Bob Heil, BWA, presented to the Board and requested a letter of support. The Board requested B. Heil to submit a draft letter of support to the Twp. Manager for review.

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POCONO TOWNSHIP COMMISSIONERS' REGULAR MEETING, 03/20/2017

RESOLUTIONS: Resolution 2017-07 - MOU Northampton Community College
J. Coover made a motion, seconded by E. Gndt, to adopt Resolution 2017-
07 approving 2017 Memorandum of Understanding with Northampton Community
College - Monroe Campus for the Provision of Recreational Programs for
Pocono Township Residents. Roll call vote: E. Gndt, yes; J. Lastowski,
yes; and J. Coover, yes. Motion carried.

J. Coover made a motion, seconded by E. Gndt, to authorize the acting
President to sign the 2017 Memorandum of Understanding with Northampton
Community College. Roll call vote: E. Gndt, yes; J. Lastowski, yes; and
J. Coover, yes. Motion carried.

PUBLIC COMMENT:

Maxine Turbolski, Twp. resident, questioned the time for the Brookdale
Overlay re-use hearing and noted Pipin Way did not appear to be plowed
until 8:20 p.m. during snow storm Stella. The Board noted the hearing will
be at 6:00 p.m. on April 18th, at the St. Luke's Ambulance Building. The
Road Department will be notified of Pipin Way.

ADJOURNMENT INTO EXECUTIVE SESSION - E. Gndt made a motion, seconded by
J. Lastowski to adjourn the meeting into executive session to discuss
personnel issues at 8:20 p.m., until 04/06/2017 at 6:00 p.m., at the
Pocono Township Municipal Building, Tannersville, PA. Roll call vote: E.
Gndt, yes; J. Lastowski, yes; and J. Coover, yes. Motion carried.

A recording of the entire meeting will be kept on file at the Township indefinitely and will be made available
to anyone who may wish to obtain the verbatim meeting.

**POCONO TOWNSHIP BOARD OF COMMISSIONERS
WORK SESSION MINUTES**

DATE: March 30, 2017

TIME: 9:00am

PLACE: Township Building

PRESIDING COMMISSIONER: Harold Werkheiser;

ROLL CALL: Ellen Gndt, Present
Bob DeYoung, Present
Harold Werkheiser, Present
Jerry Lastowski, Absent
Judi Coover, Present
Charlie Vogt, Manager, Present

NO CITIZENS APPEARED OFFICIALLY AND TESTIFIED.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN.

THE WORK SESSION WAS ADJOURNED AT: 1:20pm

POCONO TOWNSHIP CHECK LISTING

April 3, 2017

<u>General Fund</u>	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
	03/29/2017	55550	Allen A. Gross Construction	Install - Evidence Locker	420.00
	03/29/2017	55551	Anglemyer, Austin	Training expenses	255.83
	03/29/2017	55552	BIU of PA, Inc.	ZO services	1,520.00
	03/29/2017	55553	Chemung Supply Corporation	Chains for Trucks	665.75
	03/29/2017	55554	Cyphers Truck Parts	Parts	101.80
	03/29/2017	55555	D.G. Nicholas Co.	Auto parts/Supplies	216.09
	03/29/2017	55556	Donna Kenderline Reporting	ZHB - Express Mens	75.00
	03/29/2017	55557	Dowling, Robert	Repairs to Heritage Center	149.90
	03/29/2017	55558	E.M.Kutz, Inc.	Truck repair	3,498.11
	03/29/2017	55559	Engle-Hambright & Davies, Inc.	Treasurer's Bond - Increase in coverage	4,313.00
	03/29/2017	55560	F & L Doors, Inc.	Maintenance Bldg Garage Door repair	1,155.00
	03/29/2017	55561	Goucher, Shawn	Uniform Allowance	209.14
	03/29/2017	55562	HUNTER KEYSTONE PETERBILT	Truck repairs	943.73
	03/29/2017	55563	J. P. Mascaro & Sons	Garbage - Twp.	245.28
	03/29/2017	55564	Janine Glenn, Graphic Artist	Thursday on the Green Flyer design	120.00
	03/29/2017	55565	Lawson Products	Parts	566.86
	03/29/2017	55566	Medico Industries, Inc.	Parts for Plow	60.42
	03/29/2017	55567	Otto, Carol	Cleaning	550.00
	03/29/2017	55568	PAPCO, Inc.	Diesel/Gasoline	3,113.80
	03/29/2017	55569	Pitney Bowes	Postage meter	117.00
	03/29/2017	55570	Pocono 4 Wheel Drive Center	Latch - Truck #9	25.00
	03/29/2017	55571	Praxair Dist Mid-Atlantic	Supplies	23.67
	03/29/2017	55572	Ray Price Ford	Lamp - Pickup Truck	53.00
	03/29/2017	55573	Scot Lubricants LLC	Equipment Maintenance Oil	822.50
	03/29/2017	55574	Signal Service, Inc.	Traffic Signal maintenance and repair	4,491.35
	03/29/2017	55575	SPW Cleaning Services	Floor maintenance - Police Bldg	100.00
	03/29/2017	55576	Staples Advantage	Office supplies	464.62
	03/29/2017	55577	Staples Credit Plan	Office supplies	107.22
	03/29/2017	55578	Starr Uniform Center	2 Holsters	363.50
	03/29/2017	55579	Steele's Hardware	Supplies	194.47
	03/29/2017	55580	Stiff Oil Company	Heating oil	975.70
	03/29/2017	55581	STTC Service Tire Truck Centers, INC.	Truck #4 - Tires	859.34
	03/29/2017	55582	Trapasso, Charlie Lynn	Postage/Labels/Envelopes - Bicentennial Celebration	127.88
	03/29/2017	55583	Tulpehocken Mountain Spring Water Inc	Water	63.00
	03/29/2017	55584	UNIFIRST Corporation	Carpets/Uniforms	489.30
	03/29/2017	55585	Vogl, Charles	Mileage Twp. Manager	75.22
	03/29/2017	55586	Walt De Treux	Arbitrator	6,687.92
	03/29/2017	55587	Weitzmann, Weitzmann & Huffman, LLC	ZHB Hearings	3,351.06
	03/29/2017	55588	Nationwide	Voluntary supplemental 457 plan	8,471.67
	03/29/2017	55589	US Bank	Police Pension	7,050.39
	03/29/2017	55590	Lincoln Life	voluntary supplemental savings	300.00
	03/29/2017	55591	MetLife	Non uniform pension	5,738.85
				TOTAL General Fund	<u>\$69,132.37</u>

POCONO TOWNSHIP CHECK LISTING

April 3, 2017

Sewer Operating Fund

03/29/2017 1791	EPSCO	Sewer cap	7.62
03/29/2017 1792	Pocono Management Associates LLC	Pat Briegel	1,740.17
03/29/2017 1793	J P Mascaro & Sons	Garbage pickup for pump stations	90.00
03/29/2017 1794	TRIJAY Systems	Maintenance	1,250.00
03/29/2017 1795	EEMA O&M Services Group, Inc.	Maintenance	5,553.50
		TOTAL Sewer Operating Fund	<u>\$8,641.29</u>

ESSA

TOTAL General Fund	\$59,132.37	Transferred by:
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TOTAL ESSA Transfer

\$59,132.37

Wayne Bank

TOTAL Sewer Operating Fund	\$8,641.29	Authorized by:
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\$8,641.29

Pocono Township Check Listing

Ratify
April 3, 2017

	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund					
Payroll	3/15/2017			Pay 6 2017	76,921.92
				TOTAL PAYROLL	<u>\$76,921.92</u>
TOTAL General Fund			<u>\$76,921.92</u>	Transferred by:	

Authorized by:

Pocono Township Check Listing
Ratify
April 3, 2017

	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund					
Payroll	3/29/2017			Pay 7 2017	68,096.10
				TOTAL PAYROLL	\$68,096.10
	3/28/2017	55547	Verizon	Phones	60.86
	3/28/2017	55548	Verizon	Phones	247.22
	3/28/2017	55549	Verizon	Phones	614.63
				TOTAL General Fund	\$922.71
Sewer Operating					
Fund	3/27/2017	1789	Blue Ridge Communications	Cable for pump stations	120.88
	3/27/2017	1790	Met Ed	Electric for pump station	311.94
				TOTAL Sewer Operating	\$432.82
TOTAL General Fund			<u>\$69,018.81</u>	Transferred by:	
TOTAL Sewer Operating			<u>\$432.82</u>		
				Authorized by:	



ACT 48-2015

APPOINTMENT OF A DEPUTY TAX COLLECTOR FORM

Tax Collector should obtain signatures from the taxing district and return completed form to the Surety Company (keep a copy for your records.)

I, <u>Patricia Michael</u> , Tax Collector for <u>Pocono Township</u>	
County of <u>Monroe</u>	do hereby appoint as Deputy
Tax Collector (printed/typed): <u>Judith Linder (Barrett Township Tax Collector)</u>	
Deputy Tax Collector's Address: <u>PO Box 243, 2603 Route 390, Canadensis, PA 18325</u>	
Deputy Tax Collector's Email: <u>Judith Linder (linderbk@ptd.net)</u>	Phone: <u>570-595-2725</u>
Deputy Tax Collector's Signature: <u>Judith Linder</u>	Date: <u>3/23/2017</u>
Tax Collector's Signature: <u>Patricia Michael</u>	Date: <u>3/28/2017</u>
This is an appointment of a Deputy Tax Collector to collect and settle taxes during any Incapacitation of the Tax Collector (as defined in Local Tax Collection Law, Section 22 (B) [72 P.S. § 5511.22]).	

The Deputy shall be authorized to make deposits, and prepare and sign checks for the accounts maintained by the Tax Collector.

APPROVALS	
SIGNATURE & TITLE:	DATE:
MUNICIPALITY:	PHONE NUMBER:
SIGNATURE & TITLE:	DATE:
COUNTY:	PHONE NUMBER:
SIGNATURE & TITLE:	DATE:
SCHOOL DISTRICT:	PHONE NUMBER:

SURETY COMPANY	
SIGNATURE & TITLE:	DATE:
ADDRESS:	PHONE NUMBER:

Tax Collector should obtain signatures from each taxing district and return completed form to the Surety Company (keep a copy for your records.)
Surety should acknowledge the appointment by signing and returning the signed document to the Tax Collector.

****DO NOT RETURN TO DCED****

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)

RECEIVED
MAR 22 2017
POCONO TOWNSHIP

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 7/1/17 Rain Date 7/2/17 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: 5/20/17

Property Owner Signature [Signature] Date: 5/20/17

James R Young, President Young Explosives Corp.
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 \$ _____ Date Paid _____ Expiration Date _____

Date of Approval _____ Approved by _____

Date of Denial _____ Denied by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1261790207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	SIBGL00353-171	3/20/2017	3/20/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	SIBCA00054-171	3/20/2017	3/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y Y	00056893-4	3/20/2017	3/20/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date (s): Saturday, July 1 Rain Date: Sunday, July 2, 2017
Location: Mid Mountain 1 Camelback Rd
Additional Insured: CBH2O, LP; dba Camelback Mountain; Pocono Township; Village of Tannersville;
Group Code: Certificate#0106

CERTIFICATE HOLDER**CANCELLATION**

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

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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)

RECEIVED
MAR 22 2017
POCONO TOWNSHIP

Applicant Name Camelback Mt. 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 9/19/17 Time Display Begins: about 9pm Ends 8-10 min

Operator Name and Address Young Explosives Corporation-Display Fireworks

PO Box 18653, Rochester, NY 14618 Telephone # 585.394.1783

Applicant Signature [Signature] Date: 3/20/17

James R Young on behalf of Camelback Mt.
Property Owner Signature [Signature] Date: 3/20/17

James R Young, President Young Explosives Corp.

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 \$ _____ Date Paid _____ Expiration Date _____

Date of Approval _____ Approved by _____

Date of Denial _____ Denied by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2017

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

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

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

COVERAGES

CERTIFICATE NUMBER: 676790144

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	Y	Y	SI8GL00353-171	3/20/2017	3/20/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GENTL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
B	AUTOMOBILE LIABILITY	Y	Y	SI8CA00054-171	3/20/2017	3/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>
X	ANY AUTO ALL OWNED AUTOS						
X	HIRED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>	Y	Y	00056893-4	3/20/2017	3/20/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date(s): Tuesday, September 19, 2017

Location: Camelback Mountain, Tannersville, PA

Additional Insured: Ski Areas of New York, Inc.; CBH20, LP dba Camelback Mountain; Pocono Township, PA; Village of Tannersville, PA

Group Code: Certificate#0107

CERTIFICATE HOLDER**CANCELLATION**

Ski Areas of New York, Inc.
PO Box 375
Jamesville NY 13078

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Commonwealth of Pennsylvania




Office of Attorney General
Fireworks Displays or Exhibitions
Certificate of Registration

Be it known that: Young Explosives Corp.
P.O. Box 18653
Rochester, NY 14618
Attn: James R. Young

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

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


Jennifer Selber
Executive Deputy Attorney General
Director, Criminal Law Division

February 14, 2017
Date

Registration Expires: February 14, 2018

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

10/1/2018 10:00:00 AM

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

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-24-8K-00339
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Keever</i>	Expiration Date	October 1, 2018

Name
YOUNG EXPLOSIVES CORP

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

2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit

24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

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

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

YOUNG EXPLOSIVES CORP
PO BOX 18653
ROCHESTER, NY 14618-0000

James R. Young
Licensee/Permittee Responsible Person Signature
President
10/7/2015
Printed Name
Date

Revised Edition is Obsolete

10/1/2018 10:00:00 AM

ATF Form 6109.14/5409.15 Part 1
Revised October 2011

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

10/1/2018 10:00:00 AM

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

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-069-21-8K-00338
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Keever</i>	Expiration Date	October 1, 2018

Name
YOUNG EXPLOSIVES CORP

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

2165 NEW MICHIGAN ROAD
CANANDAIGUA, NY 14424-0000

Type of License or Permit

21-MANUFACTURER OF EXPLOSIVES

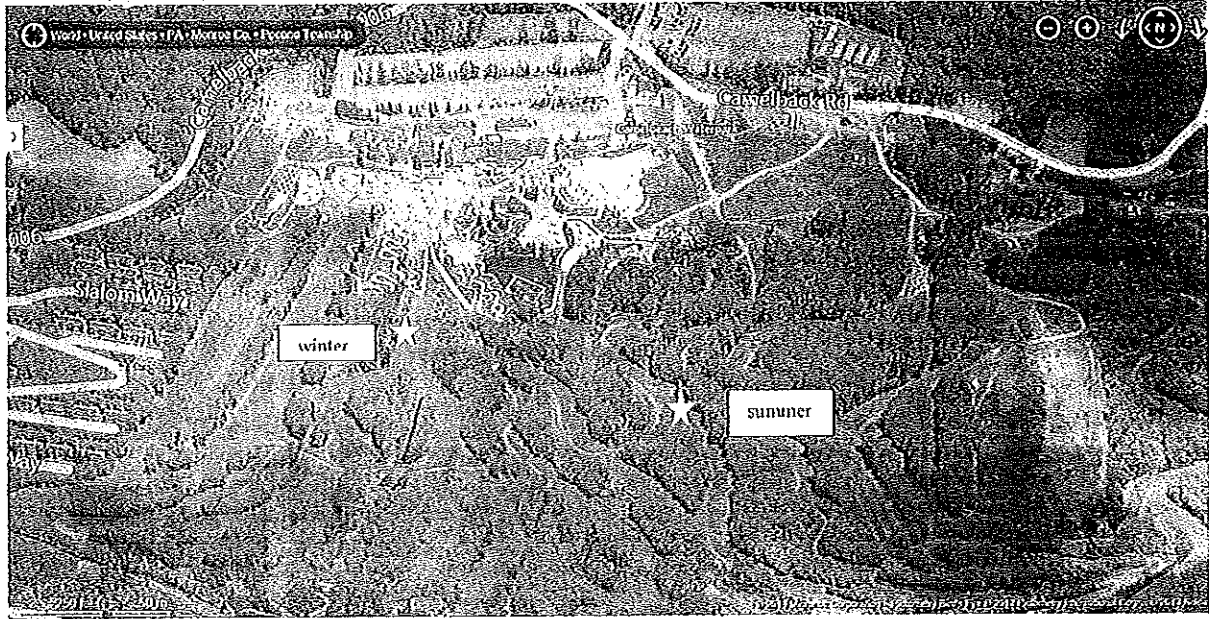
Purchasing Certification Statement

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

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

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

James R. Young
Licensee/Permittee Responsible Person Signature
President
Position Title



Camelback Mt.

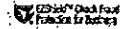
1. Near Waterpark (winter)
2. Upper trail (summer)

Tannersville PA



DISPLAY FIREWORKS
PO BOX 18653
ROCHESTER, NY 14618
PH. 585-394-1783

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
50-17/223



27940

3/20/2017

PAY TO THE
ORDER OF Pocono Township

\$ **100.00

One Hundred and 00/100*****

DOLLARS

Pocono Township
Municipal Bldg
PO Box 197
Tannersville, PA 18372



SIT

[Signature]
AUTHORIZED SIGNATURE

MEMO

Fireworks permit fee-Camelback 9/19/17

⑈027940⑈ ⑈022300⑈73⑈

000958⑈73⑈

Security features. Details on back.



DISPLAY FIREWORKS
PO BOX 18653
ROCHESTER, NY 14618
PH. 585-394-1783

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
50-17/223



27939

3/20/2017

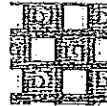
PAY TO THE
ORDER OF Pocono Township

\$ **100.00

One Hundred and 00/100*****

DOLLARS

Pocono Township
Municipal Bldg
PO Box 197
Tannersville, PA 18372



SIT

[Signature]
AUTHORIZED SIGNATURE

MEMO

Fireworks permit fee-Camelback 7/1/17

⑈027939⑈ ⑈022300⑈73⑈

000958⑈73⑈

Security features. Details on back.



March 29, 2017

To: Pocono Township Non-Uniform Employee-Members of Teamsters Local #773

Re: Compensatory Time Rules Under Labor Agreement Effective January 1, 2014

It has come to my attention that the Compensatory Time Rules set forth in Article 9 of the Labor Agreement may not be clearly understood by all employee-members and therefore not being followed as they should be. So that we will have no issues going forward, beginning with the current pay period the following shall be observed and followed:

1. When an employee-member works additional hours in a workweek that would make him or her eligible for overtime or compensatory time, if the employee-member wishes to accrue compensatory time, he or she must notify in writing his supervisor before the payroll for the applicable workweek is processed.
2. If an employee-member wishes to schedule the use of compensatory time, he or she must submit a written request to his supervisor no less than two days before the intended day of use. In no less than one (1) day before intended day of use, the supervisor will inform the employee-member of whether the request can be granted.
3. Compensatory time may be used in (minimum) two (2) hour increments.
4. The supervisor:
 - a. In the case of Road Crew employee-members, the supervisor is the Foreman or Acting Foreman who shall promptly provide a copy of the notice to both the Treasurer and Manager.
 - b. In the case of Administrative employee-members, the notice shall be provided to the Treasurer and Manager.
 - c. In the case of Police employee-members, the notice shall be provided to the Chief of Police who shall promptly provide a copy of the notice to both the Treasurer and Manager.
5. If any employee-members wish to request payout of any or all of their comp time hours, they may do so only (a) during the month of June in time for the payout in the last check in June or (b) during the month of December in time for the payout in the last check in December.

Please be aware that these rules related to Compensatory Time as set forth in the above referenced Labor Agreement must be followed and will be enforced.

If there are questions, please let me know promptly.

Charles Vogt

Charles Vogt, Pocono Township Manager

TAX CODE NOS. 12/5/1/5; 12/5/1/6; 12/5/2/3; 12/6/1/12-2; 12/12/2/10-2; 12/12/3/1-2; and 12/11/1/17

TRAFFIC SIGNAL IMPROVEMENTS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2017 by and between SANOFI PASTEUR INC., a Delaware business corporation ("Grantor" and/or "Sanofi") and POCONO TOWNSHIP, a First Class Township and a political subdivision of the Commonwealth of Pennsylvania ("Grantee and/or "Township").

BACKGROUND

A. Sanofi is the owner of certain improved real property located in Pocono Township, Monroe County, Pennsylvania bearing Monroe County Assessment Tax Code Nos. 12/5/1/5, 12/5/1/6, 12/5/2/3, 12/6/1/12-2, 12/12/2/10-2, and 12/12/3/1-2 (collectively the "Sanofi Property").

B. Vincent J. Trapasso and Charlie Lynn Trapasso, his wife (hereinafter collectively referred to as "Trapasso" and/or the "Developer") are the owners of certain real property located in Pocono Township, Monroe County, Pennsylvania bearing Monroe County Assessment Tax Code No. 12/11/1/17 (the "Trapasso Property") which Trapasso has subdivided into three (3) lots one of which is proposed to be developed with an office building and a second lot is proposed to be developed as an automobile gasoline filling station and convenience store project (both projects are collectively referred to herein as the "Trapasso Project") No development of the third lot is presently proposed by Trapasso.

C. The Trapasso Project is more fully depicted on a certain Land Development Plan (the "Trapasso Land Development Plan") the record sheet of which is entitled "Trap Enterprises Route 611 Project" prepared by Pennoni Associates, Inc., dated November 26, 2013, and

subsequently revised as approved on July 7, 2014 by the Pocono Township Board of Commissioners subject to certain conditions. The Trapasso Land Development Plan has been or is intended to be recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe (the "Recorder's Office").

D. Vehicular ingress, egress, and regress to the Sanofi Property is by means of Discovery Drive which intersects with S.R. 0611 at a traffic signal controlled intersection (the "Existing Traffic Signal").

E. Access to Trapasso Project is proposed to be by means of a new driveway (the "Trapasso Project Driveway") depicted on the Trapasso Land Development Plan. The Trapasso Project Driveway is intended to be served and controlled by the Existing Traffic Signal after the Existing Traffic Signal is modified by certain Pennsylvania Department of Transportation ("PADOT") approved equipment modifications. The parties contemplate that, among other modifications, the Existing Traffic Signal will be modified from a three leg traffic signal serving both directions on S.R. 0611 as well as Discovery Drive to a four leg traffic signal serving each of the aforesaid three directions of travel plus traffic entering and exiting from the Trapasso Project Driveway.

F. In order to facilitate the necessary modifications to the Existing Traffic Signal to enable it to serve the Trapasso Project Driveway Trapasso has requested that Sanofi grant certain easements over, upon, and under certain limited parts of the Sanofi Property to permit the modification of the Existing Traffic Signal and Sanofi has agreed to grant such easements subject to and in accordance with the terms and conditions of this Agreement.

G. The Developer, the Township, and Sanofi Pasteur Inc. have or are about to enter into a certain agreement entitled "Traffic Signal Maintenance Agreement" which, in general, provides for the maintenance of aforesaid modified Existing Traffic Signal with the costs of said maintenance as provided in the Traffic Signal Maintenance Agreement evenly divided between Developer and Sanofi (the "Traffic Signal Maintenance Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals.** The recitals hereinabove set forth are incorporated herein by this reference just as if the same were reproduced and republished at length herein.

2. **Grant of Easement.** In the event of an uncured Developer default of Developer's obligations under the Traffic Signal Maintenance Agreement, the Township shall have permanent, free, and unrestricted rights of ingress, egress, and regress with vehicles and equipment in common with Sanofi on, over, under, and upon the part of Sanofi Property described on Exhibits "A" and "C" annexed hereto and made part hereof by this reference (the "Easement Area") and depicted on the drawing appended hereto and made part hereof by this reference and marked Exhibits "B" and "D" to enable the Township and their agents, servants, contractors and independent contractors to repair and maintain the modified Existing Traffic Signal pursuant to the Traffic Signal Maintenance Agreement (all of the foregoing is hereinafter collectively referred to as the "Traffic Signal Easement" or the "Easement"). The Township shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the

rights herein granted, including, without limitation, the right from time to time to cut and remove undergrowth or other obstructions that may injure, endanger, or interfere with the construction, operation, modification, alteration, replacement, maintenance and repair of the Traffic Signal Improvements lying within the Traffic Signal Easement.

3. **No Implied Easements.** Except as expressly set forth in this Agreement or any other written agreement between the parties, there shall be no other easements, either express or implied, created by either party in favor of the other.

4. **Breach.**

(a) Unless otherwise expressly provided in this Agreement, neither party hereto shall be deemed to be in default under this Agreement until such party shall have been given written notice describing the nature of the breach and within thirty (30) days after the receipt of such notice, or such shorter or longer period of time as otherwise may be provided in this Agreement, shall have failed to commence to cure such breach and to proceed diligently to complete the curing of such breach, utilizing commercially reasonable means to promptly cure the breach.

(b) In the event of a breach or threatened breach of this Agreement, only the record owners of Sanofi Property and the Township shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach.

(c) The parties agree and acknowledge that a breach or violation of any of the provisions of this Agreement will leave the non-breaching party with an inadequate remedy at law and, therefore, injunctive or other equitable relief shall be available to the non-

breaching party to enforce the covenants set forth in this Agreement, such relief to be available without the necessity of posting a bond, cash, or other security or surety. If any restriction or provision contained in this Agreement is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place as determined by such court and any remaining restrictions contained herein shall be enforced independently of such invalid or unreasonable restriction.

(d) The unsuccessful party in any judicial proceeding arising out of this Agreement shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

5. **No Barriers.** Sanofi shall not erect any barriers, fences, landscaping, or other natural or manmade obstructions to the Township's free and unhampered use and benefit of the Traffic Signal Easement except for such improvements that: (i) are approved by PADOT; and (ii) do not interfere with the rights and privileges hereby granted and conveyed to Trapasso.

6. **Repair and Maintenance.**

(a) It is the expectation of the parties hereto that repair, maintenance, and replacement of the Existing Traffic Signal after installation of the Traffic Signal Improvements will be governed and controlled by the provisions of a separate agreement among the parties hereto and Trapasso (the "Traffic Signal Maintenance Agreement").

(b) After construction of the Traffic Signal Improvements the operational costs and the costs of repair, maintenance, replacement, and alteration of the Existing Traffic Signal and Traffic Signal Improvements shall be allocated among the parties hereto and Trapasso pursuant to the terms and conditions of the Traffic Signal Maintenance Agreement.

7. **No Partnership, Joint Venture or Principal Agent Relationship.**

Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint venturers, or to render any party liable for the debts or obligations or the other, except as provided in this Agreement, and no provisions of this Agreement are intended to create or constitute any person or entity as a third party beneficiary hereof.

8. **Prohibition Against Liens.** The Township shall not permit any mechanics', materialmen's or other liens to be filed against Sanofi Property or any part thereof for work or materials furnished in connection with the construction and installation of the Traffic Signal Improvements, and Trapasso agrees to indemnify, defend and hold Sanofi harmless from and against the same.

9. **Document Execution.** It is understood and agreed that until this document is fully executed by each of the parties hereto there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded.

10. **General Provisions.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and they are not liable or bound in any manner whatsoever by express or implied warranties, guarantees, promises, statements, representations, or information made or furnished by any agent, employee, servant, or other person representing or purporting to represent the parties, unless such warranties, guarantees, promises, statements, representations or information are expressly set forth herein.

(b) **Modification of Agreement.** A modification or a waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(c) **Assignment.** This Agreement shall extend to and shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. In extension and not limitation of the foregoing, the Township shall have the right, but not the obligation, to assign and/or permit Trapasso to construct the Traffic Signal Improvements at Trapasso's sole cost and expense in accordance with the terms and conditions of the Traffic Signal Maintenance Agreement and/or a separate Development Agreement between the Township and Trapasso.

(d) **Exhibits.** Exhibits to this Agreement are an integral part hereof.

(e) **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(f) **Separability.** Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(g) **Additional Documents.** Each of the parties hereto shall, from time to time, and at the request of the other, execute, acknowledge, and deliver to the other party any and all instruments that may be reasonably required to give full force and effect to the transactions contemplated by this Agreement.

(h) **Notices.** Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile, with a copy sent by first class U.S. Mail, postage prepaid:

If to Sanofi:

Sanofi Pasteur Inc.
1 Discovery Drive
Swiftwater, PA 18370
Attention: _____

If to the Township:

Pocono Township
P.O. Box 197
Tannersville, PA 18372

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax, with a copy by first class U.S. Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by certified mail shall be effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

(i) **Construction of Agreement.** Each party hereto acknowledges, represents, and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no

provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

SANOFI PASTEUR INC.

(Asst.) Secretary

By: _____
(Vice) President

(CORPORATE SEAL)

ATTEST:

POCONO TOWNSHIP

(Asst.) Secretary

By: _____

(TOWNSHIP SEAL)

G:\home\Alma\TRAPASSO, VINCENT\VARIANCE APPLICATION\TRAFFIC SIGNAL EASEMENT AGT - SANOFI - 2-10-17 Final.docx

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF MONROE :

On this, the _____ day of _____, 2017, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared _____, who acknowledged himself to be the (Vice) President of **Sanofi Pasteur Inc.**, a corporation, and that he as such (Vice) President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as (Vice) President, and desired the same might be recorded as such.

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

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF MONROE :

On this, the _____ day of _____, 2017, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of **Pocono Township**, a First Class Township and political subdivision of the Commonwealth of Pennsylvania, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township by himself as _____, and desired the same might be recorded as such.

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

EXHIBIT "A"

DISCOVERY DRIVE SIGNAL EASEMENT

Pocono Township, County of Monroe Commonwealth of Pennsylvania

ALL THAT CERTAIN portion of land situated in the Pocono Township, County of Monroe and Commonwealth of Pennsylvania on Exhibit A, Signal Easement Exhibit dated 2015-02-03, bounded and described as follows, to wit:

Commencing at a found capped iron pin in the easterly line of lands now or formerly of Merryshow (Tax Id# 12/12/2/9, DB: 2231, PG: 3313) and the westerly right of way of line of S.R.611 (variable right of way width);

Thence along lands of Merryshow and the westerly right of way of S.R. 611 a curve to the right having a radius of 1860.08 feet, an arc length of 136.95 feet, a chord bearing of SOUTH 16 degrees 24 minutes 08 seconds EAST and a chord distance of 136.92 feet to a capped iron pin;

Thence along the same a curve to the right having a radius of 1860.08 feet, an arc length of 104.67 feet, a chord bearing of SOUTH 12 degrees 40 minutes 51 seconds EAST and a chord distance of 104.66 feet to a division line of said Merryshow and lands now or formerly of Trapasso (Tax Id# 12/11/1/17, DB: 2381, PG: 8951);

Thence along said division line SOUTH 81 degrees 07 minutes 52 seconds WEST a distance of 10.01 feet to a point of curvature;

Thence along the easterly line of Trapasso and the westerly right of way line of S.R. 611 a curve to the right having a radius of 2035.85 feet, an arc length of 139.25 feet, a chord bearing of SOUTH 08 degrees 01 minutes 44 seconds EAST and a chord distance of 139.23 feet to a point;

Thence crossing S.R. 611 NORTH 83 degrees 54 minutes 42 seconds EAST a distance of 110.06 feet to the intersection of the easterly right of way of S.R. 611 with Discovery Drive the **Point of beginning**;

Thence along Discovery Drive the following 9 bearing and distances;

1. NORTH 83 degrees 03 minutes 15 seconds EAST a distance of 15.34 feet;
2. SOUTH 06 degrees 35 minutes 10 seconds EAST a distance of 12.53 to a point of curvature;
3. Thence along curve to the left having a radius 70.56 feet, an arc length of 105.84 feet, a chord bearing of SOUTH 49 degrees 33 minutes 28 seconds EAST and a chord distance of 96.20 feet;
4. NORTH 87 degrees 02 minutes 25 seconds EAST a distance of 68.39 feet;

"Exhibit A"

5. SOUTH 02 degrees 59 minutes 45 seconds EAST a distance of 101.34 feet;
6. SOUTH 87 degrees 02 minutes 28 seconds WEST a distance of 72.86 feet to a point of curvature;
7. Thence along curve to the left having a radius 70.56 feet, an arc length of 105.84 feet, a chord bearing of SOUTH 43 degrees 28 minutes 48 seconds WEST and a chord distance of 96.56 feet;
8. SOUTH 00 degrees 47 minutes 07 seconds WEST a distance of 25.47 feet;
9. SOUTH 89 degrees 59 minutes 59 seconds WEST a distance of 12.23 feet to the easterly right of way of S.R. 611 and a point of curvature;

Thence along the easterly right of way line of S.R. 611 a curve to the left having a radius 2145.85 feet, an arc length of 188.84 feet, a chord bearing of NORTH 01 degrees 23 minutes 24 seconds WEST and a chord distance of 188.78 feet to a point of curvature;

Thence along the same a curve to the left having a radius 2145.85 feet, an arc length of 81.55 feet, a chord bearing of NORTH 04 degrees 59 minutes 59 seconds WEST and a chord distance of 81.54 feet to the **POINT OF BEGINNING**.

Containing a total area of 19,925.42 sq. ft. or 0.46 acres.

Being an easement for placement of and maintenance for a traffic signal and appurtenances through lands now or formerly of Sanofi Pasteur, Inc. as described in Monroe County Deed Book 2370 at Page 6096.

EXHIBIT "B"

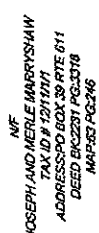


EXHIBIT "C"

SR 0611 SIGNAL EASEMENT

Pocono Township, County of Monroe Commonwealth of Pennsylvania

ALL THAT CERTAIN portion of land situated in the Pocono Township, County of Monroe and Commonwealth of Pennsylvania on Exhibit C, Signal Easement Exhibit dated 2015-02-03, bounded and described as follows, to wit:

Commencing at a found capped iron pin in the easterly line of lands now or formerly of Merryshow (Tax Id# 12/12/2/9, DB: 2231, PG: 3313) and the westerly right of way of line of S.R.611 (variable right of way width);

Thence along lands of Merryshow and the westerly right of way of S.R. 611 a curve to the right having a radius of 1860.08 feet, an arc length of 136.95 feet, a chord bearing of SOUTH 16 degrees 24 minutes 08 seconds EAST and a chord distance of 136.92 feet to a capped iron pin;

Thence along the same a curve to the right having a radius of 1860.08 feet, an arc length of 104.67 feet, a chord bearing of SOUTH 12 degrees 40 minutes 51 seconds EAST and a chord distance of 104.66 feet to a division line of said Merryshow and lands now or formerly of Trapasso (Tax Id# 12/11/1/17, DB: 2381, PG: 8951);

Thence along said division line SOUTH 81 degrees 07 minutes 52 seconds WEST a distance of 10.01 feet to a point of curvature;

Thence along the easterly line of Trapasso and the westerly right of way line of S.R. 611 a curve to the right having a radius of 2035.85 feet, an arc length of 139.25 feet, a chord bearing of SOUTH 08 degrees 01 minutes 44 seconds EAST and a chord distance of 139.23 feet to a point;

Thence crossing S.R. 611 NORTH 83 degrees 54 minutes 42 seconds EAST a distance of 110.06 feet to the intersection of the easterly right of way of S.R. 611 with Discovery Drive;

Thence along the easterly right of way line of S.R. 611 the following three bearing and distances;

1. Along a curve to the right having a radius 2145.85 feet, an arc length of 81.55 feet, a chord bearing of SOUTH 01 degrees 23 minutes 24 seconds EAST and a chord distance of 81.54 feet to a point of curvature;
2. Along the same a curve to the right having a radius 2145.85 feet, an arc length of 234.33 feet, a chord bearing of SOUTH 00 degrees 46 minutes 58 seconds EAST and a chord distance of 234.21 feet to the **Point of Beginning**;

"Exhibit C"

Thence leaving the easterly right of way of S.R. 611 the following 3 bearings and distances;

SOUTH 87degrees 39 minutes 15 seconds EAST a distance of 7.12 feet;

NORTH 02 degrees 24 minutes 31 seconds EAST a distance of 10.29 feet;

NORTH 87 degrees 55 minutes 41 seconds WEST a distance of 7.16 feet to a point of curvature in the easterly right of way of S.R. 611;

Thence along the easterly right of way of S.R. 611 and a curve to the right having a radius of 2145.85 feet, an arc length of 10.25 feet, a chord bearing of SOUTH 02 degrees 12 minutes 32 seconds WEST and a chord distance of 10.25 feet to the **POINT OF BEGINNING.**

Containing a total area of 73.33 sq. ft. or 0.002 acres.

Being an easement for placement of and maintenance for a traffic signal sign pole through lands now or formerly of Sanofi Pasteur, Inc. as described in Monroe County Deed Book 2370 at Page 6096.

EXHIBIT "D"

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017, by and among **POCONO TOWNSHIP**, a First Class Township and a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as the "Township"), **SANOFI PASTEUR INC.**, a Delaware business corporation ("Sanofi"), and **VINCENT J. TRAPASSO** and **CHARLIE LYNN TRAPASSO**, husband and wife ("Trapasso").

BACKGROUND

A. Sanofi is the owner of certain improved real property located in Pocono Township, Monroe County, Pennsylvania bearing Monroe County Assessment Tax Code Nos. 12/5/1/5, 12/5/1/6, 12/5/2/3, 12/6/1/12-2, 12/12/2/10-2, and 12/12/3/1-2 (collectively the "Sanofi Property").

B. Vincent J. Trapasso and Charlie Lynn Trapasso, his wife (hereinafter collectively referred to as "Trapasso") are the owners of certain real property located in Pocono Township, Monroe County, Pennsylvania bearing Monroe County Assessment Tax Code No. 12/11/1/17 (the "Trapasso Property") which Trapasso has subdivided into three (3) lots one of which is proposed to be developed with an office building and a second lot is proposed to be developed as an automobile gasoline filling station and convenience store project (both projects are collectively referred to herein as the "Trapasso Project") No development of the third lot is presently proposed by Trapasso.

C. The Trapasso Project is more fully depicted on a certain Land Development Plan (the "Trapasso Land Development Plan") the record sheet of which is entitled "Trap Enterprises Route 611 Project" prepared by Pennoni Associates, Inc., dated November 26, 2013, and subsequently revised as approved on July 7, 2014 by the Pocono Township Board of Commissioners subject to certain conditions. The Trapasso Land Development Plan has been or is intended to be recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe (the "Recorder's Office").

D. Vehicular ingress, egress, and regress to the Sanofi Property is by means of Discovery Drive which intersects with S.R. 0611 and is controlled by a three leg [controlling three (3) directions of travel] traffic signal (the "Existing Traffic Signal").

E. Access to the Trapasso Project is proposed to be by means of a new driveway (the "Trapasso Project Driveway") which is depicted on the Trapasso Land Development Plan. The Trapasso Project Driveway is intended to be served and controlled by the Existing Traffic Signal after the Existing Traffic Signal is modified to add a fourth (4th) leg with Pennsylvania Department of Transportation ("PADOT") approved equipment modifications. The parties contemplate that, among other modifications, the Existing Traffic Signal will be modified from a three leg traffic signal serving both directions on S.R. 0611 as well as Discovery Drive to a four leg traffic signal serving each of the aforesaid three directions of travel plus traffic entering and exiting from the Trapasso Project Driveway.

F. The Township has agreed to be the Permittee/Applicant to the Pennsylvania Department of Transportation ("PADOT") in connection with the Project Traffic Signal Permit Application for the proposed modifications to the Existing Traffic Signal as depicted on the Traffic Signal Permit Plans.

G. The parties desire to provide for the maintenance and repair of the Traffic Signal as modified with the fourth (4th) leg control equipment and desire to commemorate their understanding and agreement with respect thereto by means of this instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agreed as follows:

1. **Incorporation of Recitals.** The recitals hereinabove set forth are incorporated herein by this reference just as if the same were reproduced and republished at length herein.

2. **Township Agrees to Cooperate to Obtain State Permit.** The Township agrees to be the Applicant/Permittee of:

(a) the Traffic Signal Permit; and

(b) the Highway Occupancy Permit for the PADOT approved Project improvements to S.R. 0611.

The Township agrees to fully cooperate with the Trapasso in connection with said applications to the Pennsylvania Department of Transportation ("PADOT") for the PADOT Permits, including, without limitation, the adoption of any necessary Resolution(s) to obtain from PADOT a "Permit to Install and Operate Traffic Signals" in accordance with the said Traffic Signal Plans, and as may be required by PADOT, and to fully cooperate with the Developer in all respects in connection with said application to obtain the issuance of said PADOT Permits at the earliest possible date.

3. **Trapasso to Modify Existing Traffic Signal.** Trapasso agrees to modify the Existing Traffic Signal by adding a fourth (4th) signal head together with any related modifications to the Traffic Signal control box hardware and/or software as may be required by PADOT (the "Trapasso Traffic Signal Project") to control the intersection of the Trapasso Project driveway with S.R. 0611 opposite the Discovery Drive entrance to the Sanofi Property in compliance with applicable PADOT requirements.

4. **Trapasso Obligation to Pay for Traffic Signal Installation and Maintenance.** Trapasso agrees to pay the entire cost and expense of installing the Trapasso Traffic Signal Project and applying for the PADOT Permits necessary for the Trapasso Traffic Signal Project as well as all other related permits and approvals necessary to construct and install the Trapasso Traffic Signal Project depicted on the Traffic Signal Plans.

5. **Maintenance and Repair of the Traffic Signal.**

(a) (i) Sanofi and Trapasso each hereby covenant and agree to pay one-half (1/2) of the costs of maintenance and repair of the Traffic Signal as modified as contemplated herein including, without limitation all Traffic Signal equipment, components, appurtenances and accessories necessary for its proper operation (the "Expenses").

(ii) Sanofi and Trapasso shall equally pay the Expenses and, if for any reason the Expenses are paid by the Township, Sanofi and Trapasso jointly and severally agree to reimburse the Township upon demand for any Expenses paid by the Township. In this regard, Sanofi and Trapasso equally agree to each contribute the sum of Three Thousand (\$3,000.00) Dollars, each, for a total contribution of Six Thousand (\$6,000.00) Dollars to the Township which shall hold the said funds in a segregated Discovery Drive Traffic Signal Maintenance Escrow Account in and FDIC or FSLIC insured banking institution with an office for banking within the Township (the "Escrow Account").

(iii) Sanofi and Trapasso agree that the Escrow Account shall be used solely to reimburse the Township for any and all Expenses. The balance of the Escrow Account shall at no time be in an amount less than Three Thousand (\$3,000.00) Dollars (the "Minimum Balance"). In the event the balance of the Escrow Account falls below the Minimum Balance, the Township shall request both Sanofi and Trapasso to deposit in equal amounts within ten (10) business days after receipt of such notification the funds necessary to bring the Escrow Account balance up to Six Thousand (\$6,000.00) Dollars.

(iv) The Township in its sole discretion may review the Escrow Account on a periodic basis and may require a reasonable increase in the Minimum Balance from time to time. Moreover, the amount of the Escrow Account is also subject to future modification based upon inflation, maintenance and repair history, the anticipated failure or need to replace certain Traffic Signal equipment or software, and other factors directly related to the proper functioning of the Traffic Signal.

(v) The Escrow Account established herein shall be deemed Cash Collateral for the sole and exclusive benefit of the Township, as that term is applied in bankruptcy proceedings.

(vi) This instrument shall also be deemed a Security Agreement creating a first lien security interest in favor of the Township in the Escrow Account.

(b) The parties agree that the Township shall have the right, but not the obligation to commence all necessary action at law or in equity as the Township finds necessary and appropriate to collect the past due balance from the defaulting party in the event Sanofi and/or Trapasso fail at any time following a request from the Township in accordance with paragraph 5 above to pay their respective one-half (1/2) share of the Minimum Balance.

6. **Restrictive Covenant Binding on the Premises,** This Agreement shall be

recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania in and for the County of Monroe (the "Recorder's Office") by any party hereto and if so recorded shall run with the land and shall be a perpetual charge against the Premises until such time, if ever, that the Traffic Signal is permanently removed and/or decommissioned.

7. **Indemnification.** Sanofi and Trapasso jointly and severally agree to indemnify and hold the Township harmless with respect to any claims made for bodily injury or death, and/or property damage caused by Sanofi and/or Trapasso's breach of this Agreement.

8. **Default.** In the event either Sanofi or Trapasso fail or neglect to do or perform or observe any of their respective obligations hereunder, and such failure or neglect continues for a period of thirty (30) days after written notice from the Township to the defaulting party, or if Sanofi or Trapasso, as the case may be, shall be declared to be bankrupt or insolvent according to law, or if an assignment of either Sanofi's or Trapasso's property shall be made for the benefit of its creditors, then in any such case or event, the Township may, at its option, immediately or at any time thereafter without demand or notice, declare this contract to have been breached and exercise its remedies, in law or equity, and simultaneously therewith complete such work or as much thereof as may be completed from the available resources of the Escrow Account as the case may be. The Township's rights and remedies under this Agreement are cumulative and not exclusive.

9. **Attorney Fees.** In the event any action, suit or proceeding is brought by the Township against either Sanofi or Trapasso for either's failure to observe any of the covenants of this Agreement, then the defaulting party agrees to pay to the Township such sum as a court of competent jurisdiction may award as reasonable attorney fees in said suit, action or proceeding in addition to any other amounts due the Township hereunder.

10. **General Provisions.**

(a) **Modification of Agreement.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(b) **Successors.** This Agreement shall extend to and shall bind the successors and assigns of the respective parties hereto.

(c) **Exhibits and Schedules.** Exhibits and Schedules attached to this Agreement are an integral part hereof.

(d) **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In extension of the foregoing, in the event any provision of this Agreement is inconsistent with the provisions of the Pennsylvania Municipalities Planning Code, 53 P.S. §10101, et seq. the provisions of the

Pennsylvania Municipalities Planning Code shall govern and control the interpretation of this Agreement and the obligations of the parties hereunder.

(e) **Separability.** Any provisions of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(f) **Notices.** Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile, with a copy sent by first class U.S. Mail, postage prepaid:

If to the Township addressed as follows:

Pocono Township
P.O. Box 197
Tannersville, PA 18372

If to Sanofi addressed as follows:

Sanofi Pasteur Inc.
1 Discovery Drive
Swiftwater, PA 18370
Attention: _____

If to Trapasso addressed as follows:

Mr. and Mrs. Vincent J. Trapasso
3329 Mountain View Drive
Tannersville, PA 18372

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax, with a copy by first class U.S. Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by certified mail shall be effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

IN WITNESS WHEREOF, the parties hereto, by and through their authorized officers have executed this Agreement intending to be legally bound.

ATTEST:

POCONO TOWNSHIP

(Asst.) Secretary

(TOWNSHIP SEAL)

ATTEST:

(Asst.) Secretary

(CORPORATE SEAL)

WITNESS:

By: _____
(Vice) Chairman

SANOPI PASTEUR INC.

By: _____
(Vice) President

_____(SEAL)
Vincent J. Trapasso

_____(SEAL)
Charlie Lynn Trapasso



FRANCIS SMITH & SONS, INC.

26 SAM'S ROAD SCOTT TOWNSHIP, PA 18447

PHONE: 570-587-4775

FAX: 570-586-7867

PETROLEUM EQUIPMENT SPECIALISTS

3/28/2017

Pocono Mountain School District
PO Box 200
Swiftwater, Pa. 18730-0200

Subject: Tannersville 10k Tank Removal

Mr. Kevin Strunk,

Francis Smith & Sons, Inc. is pleased to submit this proposal to provide storage tank management services for you at the former Tannersville Learning Center located in Tannersville, PA. Information used to prepare this proposal was obtained from an email in March 2017. An evaluation of the project indicates the following WORK PLAN should be implemented to ensure a successful project.

BACKGROUND

At the property, there is a 10,000-gallon underground storage tank (UST). There is a concrete pad that measures 12' by 30' over top of the tank. The tank was used to store heating oil and is not a registered tank with the Pennsylvania Department of Environmental Protection (PADEP). It has been reported the tank was taken out of service and pumped down over fifteen (15) years ago when the learning center burnt down. Although the tank is not regulated under PADEP guidelines, the tank will be removed per PADEP guidelines, including but not limited to soil sampling, and closure reporting.

WORKPLAN

Complete Removal of 10,000 Gallon Underground Storage Tank

- FS&S will provide a licensed PADEP UMR holder to be present for all site activities.
- FS&S will contact the local municipality to determine if a permit is needed to complete this scope of work. Any permit fees will be added to project invoice in addition to the project estimate.

Continued on Page 2

- FS&S will mobilize to the site with a suitably sized crew of trained (according to 29 CFR 1910.120) and certified field technicians. One technician will be designated as FS&S's field supervisor who will be responsible for addressing all in-the-field decisions.
- Prior to commencing work at the site, a safety tailgate meeting will be held to review the scope of work and the associated hazards involved with completing each task. This will include, but not limited to the following: chemical hazards, lockout/tagout, hospital route, fall protection, emergency shower/eye wash location and emergency contact(s).
- FS&S will register the excavation by calling Pennsylvania One Call System, Inc. to have the underground *public* utilities identified and marked.
- The tank removal process will closely follow the steps outlined in *American Petroleum Institute publication 1604, Procedures for Removing Underground Storage Tank Systems*.
- The overburden material will be excavated until the tank top is uncovered. The material generated during uncovering and removal activities will be staged on 6-mil plastic surrounding the excavation area and will be used during backfilling operations. The overburden material will be screened for the presence of heating oil compounds using a Photo-Ionization Detector (PID).
- FS&S will excavate to the top of the tank and create an access, so that it may be cleaned in place. Since confined space entry is expected to complete this portion of the project, FS&S's confined space entry policy will be in effect. This includes but is not limited to constant air monitoring, the completion of a confined space entry permit, and the use of all the appropriate fall protection and mechanical retrieval equipment.
- FS&S assumes the UST will have residual material remaining in the tank since the free liquid has been removed. FS&S will manually remove what remains in the tanks through the access and place the material in Department of Transportation (D.O.T) approved steel 55-gallon drums for disposal and labeled accordingly. For the purpose of this proposal, FS&S has assumed that six (6) drums of material will be generated during the project.
- The tank cleaning process will closely follow the steps outlined in *American Petroleum Institute publication 2105, Requirements for Safe Entry & Cleaning of Petroleum Storage Tanks*. The interior surfaces of the tank will be cleaned manually using absorbent materials, spill pads and a degreasing agent. Residual material and tank sludge will be collected manually and placed into drums. The drums will be staged onsite, and will be transported off site for disposal at an appropriate facility upon approval.

- Once the tank has been removed from the excavation, FS&S will complete the collection of PADEP closure samples from the excavation. This can be accomplished by utilizing the digging arm of the excavation equipment to bring soil to grade to be sampled. The excavation will be immediately backfilled upon completion of the post excavation sampling. Based on the size of this UST, a total of three (3) samples will be collected and sent off-site for analysis by a certified third party laboratory.
- The excavation will be backfilled to grade with sufficient fill material (2RC Stone) to displace the void created by the tank and the uncontaminated overburden. Compaction will be achieved using a standard jumping jack and the bucket of the machinery.
- The tank will be certified clean, rendered unusable, transported off-site and will be disposed of in accordance to PADEP guidelines.
- The area will be restored with fresh gravel.
- Upon receipt of the laboratory data, FS&S will prepare a PADEP closure report for submittal to the client.

PROJECT COST

FS&S has provided the following price schedule/cost table that will be utilize to invoice.

Description	Unit	Unit Cost	Estimated # of Units	Total
Rate #1: Complete Removal of UST				
Labor/Equipment/ Materials to Complete the Scope of Work	Lump Sum	\$17,656.00	1	\$17,656.00
Cost to Complete Scope of Work				\$17,656.00

Should any changes to the **WORKPLAN** be required during this project, FS&S will present these changes for review and approval, prior to execution of any additional work.

Continued on Page 4

- This proposal does not include excavation and/or disposal of contaminated soil. If contamination is observed during the excavation of the UST, FS&S will notify the property owner immediately and follow regulatory protocol for reporting a potential release to the environment.
- FS&S assumes all work will be completed during normal business hours
- FS&S assumes the tank has less than 3 inches of residual material in it and is constructed of steel.
- Asphalt restoration is not included in the cost estimate.
- Project delays caused by others or conditions beyond the control of FS&S will be invoiced at our standard Time and Material Rates.
- Payment terms are NET 30 Days.
- Prior to beginning this project, FS&S requires a purchase order or a signed copy of this proposal.
- Prices quoted are firm for thirty days (30) days.

Note: Does not include any applicable tax. Standard terms and conditions apply. Local permits are not figured into this estimate; the cost of local permits will be added to project invoice if required. Any soil remediation that may be required as a result of contaminated soil is not figured into this estimate; this is an extra if present, that will be added to the final project invoice.

If you have any questions or concerns, please feel free to call.

Respectfully Submitted,

Francis Smith & Sons, Inc.

Chuck Litwin

Estimator

Signed:

Date:

Valid till 5/1/2017

FOR IMMEDIATE RELEASE
March 24, 2017

Project to Reconstruct PA 611 from Scotrun to Swiftwater to Begin

Contractor to start clearing brush next week

Allentown, PA – The Pennsylvania Department of Transportation Engineering District 5 announced today work will begin Monday on a project to reconstruct PA 611 in Pocono Township, Monroe County. Extensive work will occur on PA 611 between Great Wolf Drive in Scotrun and PA 314 (Lower Swiftwater Road) in Swiftwater.

Work is expected to begin Monday with brush cutting along PA 611 between Scotrun and Wiscasset avenues and motorists can expect daytime lane restrictions in this area between the hours of 7 a.m. to 5 p.m. Brush cutting is expected to occur in other locations through the early spring, and motorists should allow extra time for travel through the project area. Major road work will commence later in the spring. Updates will be provided whenever traffic patterns change.

The PA 611 project includes full reconstruction of PA 611 creating new traffic lanes with two through lanes and a center left turning lane, and designated left turn lanes at intersections; installing a new traffic signal at the intersection of PA 611 and Brookdale Road, replacing the PA 611 bridge over Scotrun (near Scotrun Avenue), repairing the PA 611 culvert over Scotrun (near Herring Way), and repairing the PA 611 culvert over a tributary to Scotrun (approximately ½ mile south of Scotrun). Additional work includes new signs, pavement markings, guide rail, and drainage improvements.

The project is designed to improve safety and traffic flow for the 25,331 vehicles travelling this section of PA 611 each day.

Leeward Construction, Inc. of Honesdale, Pa. is the general contractor on the \$12.34 million project. The project is expected to be complete in June 2020.

Information on this or other PennDOT construction projects can be found at www.Projects.PennDOT.gov.

Motorists can check conditions on more than 40,000 roadway miles, including color-coded winter conditions on 2,900 miles, by visiting www.511PA.com. 511PA, which is free and available 24 hours a day, provides traffic delay warnings, weather forecasts, traffic speed information and access to more than 825 traffic cameras.

511PA is also available through a smartphone application for iPhone and Android devices, by calling 5-1-1, or by following regional Twitter alerts accessible on the 511PA website.

Follow regional PennDOT information on Twitter at www.twitter.com/511PAAllentown, and like the department on Facebook at www.facebook.com/PennsylvaniaDepartmentofTransportation.

MEDIA CONTACT: Ronald J. Young, Jr., M.P.A., 610-871-4555, ronyoung@pa.gov; Sean A. Brown, 610-871-4556, sebrown@pa.gov.

###

Charles Vogt

From: Mike Gable <mgable@bjengineers.com>
Sent: Wednesday, March 29, 2017 10:55 AM
To: Charles Vogt; Patrick Briegel
Cc: Jon Tresslar
Subject: Construction Observation - Penn DOT Leeward

As requested, Jon and I discussed how to best provide construction support for the project. We would recommend the following:

1. Testing – Require Lamp, Mandrel, and pressure testing of all lines and pressure testing of all manholes. It is estimated that this work will take up to 12 hours of our time to witness the testing. This should provide you with a level of comfort that the facilities are being installed to function correctly.
2. Backfill and Pavement – The only effective way to get a level of comfort through construction is to have an observer there during all backfill and pavement operations in Township Road ROW. We would estimate that this could be four weeks of total time, or about 160 hours of work. If we have an observer there at a rate of \$ 65.00/hr, the total charge could be as high as \$ 10,400.00.
3. In the Alternative to the above, we recommend that our engineer visits the site for spot inspections twice a week and that the Township requires a bond from the contractor. Assuming a four week construction schedule, at 3 hours per visit, there would be a total of 24 hours of spot inspections looking at the Township roads.
4. We should also spend some time on site during the bypass pumping operations and installation of manholes. There appears to be three bypass operations proposed, we would recommend no less than 4 hours per bypass pumping event, and, budget a total of 12 hours for manhole installation, or a total of 16 hours.
5. Following construction there will be punch list items to address before acceptance of the work. We recommend you budget 16 hours for this work.

Based on the break down above, assuming a bond is going to be required of the Contractor, we recommend you budget for up to 68 hours of our time for construction support, which assumes the Township obtains a bond from the contractor. From a cost perspective, the hourly rate of the above work will range from \$ 65.00/ hour to \$ 105.00 per hour, or, a cost range of \$ 4,420 to \$ 7,140 assuming we are provided with a reliable schedule from the contractor and do not encounter unforeseen problems in the construction.

Please advise us on how you would like us to proceed.



Michael E. Gable, P.E.
Director of Engineering Services
Boucher & James, Inc.

mgable@bjengineers.com • www.bjengineers.com

1456 Ferry Road, Building 500 • Doylestown, PA 18901 • 215-345-9400
2738 Rimrock Drive • Stroudsburg, PA 18360 • 570-629-0300
559 Main Street, Suite 230 • Bethlehem, PA 18018 • 610-419-9407

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www.bjengineers.com

February 23, 2017

William Smith
Northampton Community College
3835 Green Pond Road
Bethlehem, PA 18020-7599

**SUBJECT: ESCROW ACCOUNT
NORTHAMPTON COMMUNITY COLLEGE
PROJECT 0930237C**

Dear Mr. Smith:

Northampton Community College (NCC has requested release of its remaining monies (\$336,994.00) being held to complete improvements required for its Pocono Campus.

This office sent correspondence dated January 22, 2015, revised February 10, 2015, recommending reduction of the escrow account to its current balance. We recommended holding release of money until NCC satisfactorily addressed two outstanding items:

- 1) Improper functioning of stormwater management basins, and
- 2) Overlay of Railroad Avenue.

A copy of the correspondence is attached.

I am also attaching an internal memo describing the depth of overlay thickness and areas of concern on Railroad Avenue.

Please contact me, or have your engineer contact me with a plan to resolve these issues, so that upon satisfactory completion of these items, we can release the remaining escrow balance.

Sincerely,

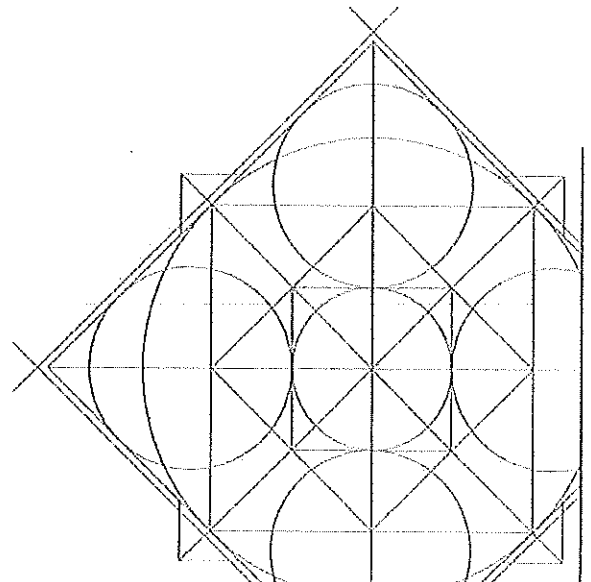
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/cg

Enclosures

cc: Charles Vogt, Township Manager
Pam Tripus
Lisa Pereira, Esquire
Leo DeVito, Township Solicitor

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Fax 215-345-9401

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

www.bjengineers.com

January 22, 2015
Revised February 10, 2015

Lisa Pereira
Broughal & DeVito, LLP
38 West Market Street
Bethlehem, PA 18018-5703

**SUBJECT: ESCROW RELEASE NO. 1
NORTHAMPTON COMMUNITY COLLEGE
POCONO TOWNSHIP, MONROE COUNTY, PA
PROJECT NO. 0930237A**

Dear Ms. Pereira:

At the request of the Applicant we are offering this correspondence in support of a partial release of monies for improvements constructed at the Northampton Community College site. Our records indicate there are two agreements under which funds were escrowed. They were prepared by the Applicant's Engineer, Herbert, Rowland & Grubic Inc. and both are dated April 22, 2014. The Public Improvement Cost Estimate totaled \$1,298,179.20. The Stormwater Improvement Cost Estimate totaled \$593,280.00

Based on our field observations we offer the following comments:

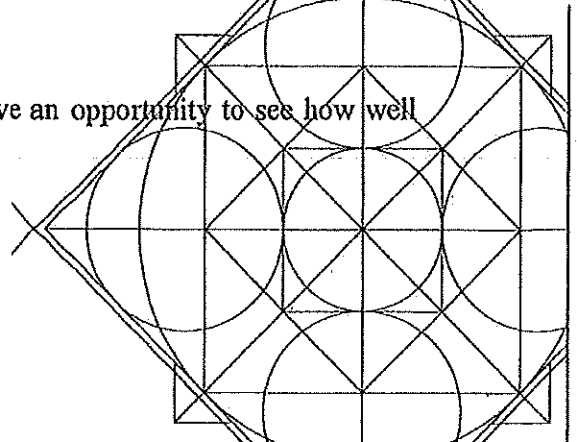
Public Improvement Cost Estimate

Item C. 1 ½" Overlay to Railroad Avenue

We recommend releasing \$37,356.00 (50%) at this time. We were never notified when paving took place for this line item and was unable to observe the placement, material type and depth of the overlay. We recommend the Applicant obtain core borings at suitable intervals and obtain a lab analysis to provide us with depth and composition of material, along with a certification that it meets the design specifications. Upon receipt of a satisfactory report the remaining monies may be released.

Item D. Required Landscaping

We recommend releasing \$76,128 (75%) until we have an opportunity to see how well the plantings have survived their first winter season.



Stormwater Improvements Cost Estimate

On two different occasions, site observations indicated standing water in Basins A2, H2 & H3 after the period of time in which all water should have infiltrated. Therefore, we conclude these basins do not function per design and ordinance requirements. An investigative course of action should be recommended by the Applicant's Engineer followed by recommendations for remediation. That process cannot begin until there is no danger of frost in the ground. Until this is resolved we recommend retaining Item A in the amount of \$64,875.00 (100%) in the escrow account. The amounts in Items B & C may be released.

Based on our review of this request, we recommend the Applicant receive a reduction to its posted escrow as follows:

Public Improvements Cost Estimate

A. 100% Reduction	\$ 42,000.00
B. Separate Account	
C. Reduce all items by 100% except 1 ½" overlay on Railroad Avenue (50%)	
Total Reduction	\$ 768,756.00
D. Reduce by 75%	\$ 76,128.00
E. Reduce by 100%	\$ 132,200.00
Total Reduction	\$1,019,084.00
Total Remaining	\$ 62,732.00

Admin, Engineering, legal, and construction observation can be reduced 75%	\$ 81,136.20
Total Retained	\$ 27,045.40

10 (ten) percent retainage (\$108,181.60) should remain in escrow throughout the maintenance period.

Stormwater Improvements Estimate

A. No Reduction	
B. Reduce by 100%	\$183,700.00
C. Reduce by 100%	\$245,825.00
Total Reduction	\$429,525.00
Total Retained	\$ 64,875.00

Admin, Engineering, legal, and construction observation can be reduced 50%	\$ 24,720.00
--	--------------

10% (ten percent retainage (\$49,440.00) should remain in escrow throughout the maintenance period.

Ms. Lisa Periera
January 22, 2015, *Revised February 10, 2015*
Page 3 of 3

Total Retainage to remain is as follows:

Public Improvement, Cost Estimate	\$62,732.00
Admin, Engineering, Legal and Construction Observation	27,045.40
10% Escrow	<u>108,181.60</u>
Subtotal	\$197,959.00

Stormwater Improvements Estimate	\$64,875.00
Admin	24,720.00
10% Escrow	<u>49,440.00</u>
Subtotal	\$139,035.00

Total Public Improvements and Stormwater Improvements	\$336,994.00
---	--------------

If you have any questions concerning this information, please contact me.

Sincerely,



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

JST/cg

cc: Gregg Schuster, Pocono Township, (via email)
Herster, Newton, & Murphy - Applicant's Attorney
Jamie Keener, Herbert, Rowland, & Grubic, Inc. (via email)
Eric Stump, Herbert, Rowland, & Grubic, Inc. (via email)
Christopher W. Dellinger, P.E., Herbert, Rowland, & Grubic, Inc. (via email)
William Smith, Northampton Community College - Applicant (via email)

Memo

To: Jon Tresslar
From: Phil Ivins
Subject: Railroad Avenue Reports – Northampton Community College
Date: October 9, 2015

Sample 1 located approximately 1,576.5' from Rt 715 on the left side of the road. The thickness appears to be 1-3/4".

Sample 2 located approximately 1,582' from Rt 715 on the right side of the road. The thickness appears to be 1".

Sample 3 located approximately 2,112' from Rt 715 on the left side of the road. The thickness appears to be 1-1/2".

Sample 4 located approximately 2,112.5' from Rt 715 on the right side of the road. The thickness appears to be 1-3/4".

Sample 5 located approximately 2,455' from Rt 715 on the right side of the road. The thickness appears to be 1/4". **THERE IS AN AREA APPROXIMATELY 2' X 6' WHERE THE ROAD IS FAILING.**

Sample 6 located approximately 2,455' from Rt 715 on the right side of the road. The thickness appears to be 3/4". This sample 6 was taken 4' from sample 5 in the same lane.

Sample 7 located approximately 608.5 from Rt 715 on the right side of the road. The thickness appears to be 1-1/2".

Enclosure(s)

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March 24, 2017

Robert K. Ace, Jr.
Robert K. Ace, Jr. Construction, LLC
6252 Cardinal Drive
East Stroudsburg, PA 18301

**SUBJECT: LEARN ROAD OFFICE BUILDING
CONSTRUCTION PUNCHLIST NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
B&J PROJECT NO. 1730038C**

Dear Mr. Ace:

This letter is to serve as a punchlist of items to be completed for the project and should not be construed as a final punchlist or a notice of substantial completion. The punch list items are provided as a result of an observation by Boucher & James, Inc. on March 9, 2017.

1. Curb stops or bollards must be installed per the approved plan.
2. Three (3) shrubs must be installed per the approved plan.
3. A van accessible sign must be installed per the approved plan.
4. Areas around the installed business sign, adjacent to the front porch, along the new sidewalk leading to Learn Road, and adjacent to the loading area, must be stabilized.
5. The stockpile adjacent to the loading area must be removed from the site.
6. Ponding is present between the new sidewalk to Learn Road and the existing gravel driveway. The area shall be corrected to provide positive drainage and to eliminate ponding. This area must also be stabilized.

Should you have any questions, please do not hesitate to contact me.

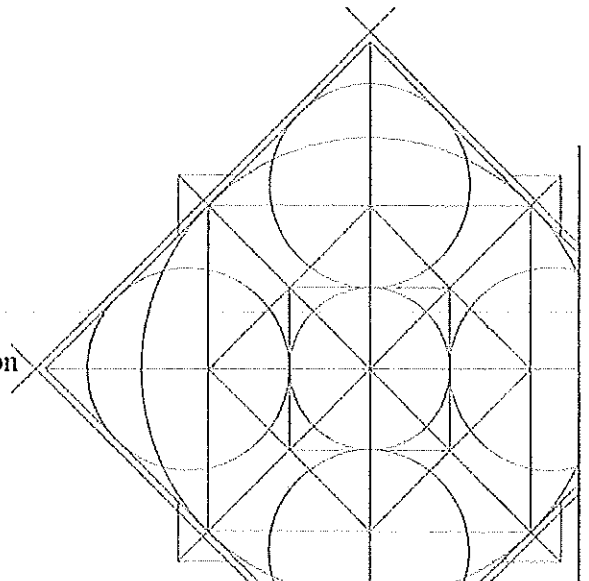
Sincerely,

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

JST/mep/cg

cc: Charles J. Vogt, Township Manager
Pam Tripus, Township Secretary
Charles H. Niclaus, P.E. – Niclaus Engineering Corporation
Melissa E. Prugar, P.E. – Boucher & James, Inc.

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www.bjengineers.com

March 24, 2017

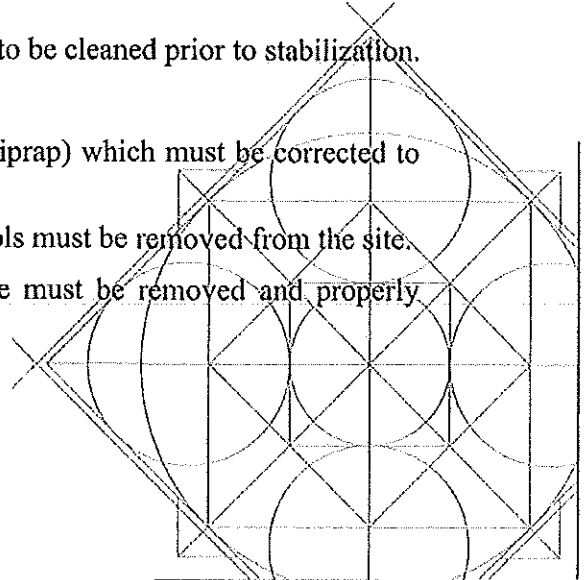
Robert Bourke
Carriage House Country Club, Inc.
390 Manor Drive
P.O. Box 125
Pocono Manor, PA 18349

**SUBJECT: POCONO MANOR CARRIAGE HOUSE COUNTRY CLUB
CONSTRUCTION PUNCHLIST NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
B&J PROJECT NO. 1730037C**

Dear Mr. Bourke:

This letter is to serve as a punchlist of items to be completed for the project and should not be construed as a final punchlist or a notice of substantial completion. The punchlist items are provided as a result of an observation by Boucher & James, Inc. on March 9, 2017.

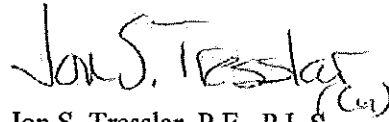
1. Topsoil shall be placed on the areas located in front of and to the east and west of the Carriage House. These areas must also be stabilized.
2. Stone and concrete located within the areas to be stabilized in front of the Carriage House must be removed.
3. The embankment to the west of the Carriage House entrance includes rock, vegetative debris and concrete that shall be removed prior to stabilization.
4. The white parking space line at the new eastern driveway must be removed as indicated on the approved plan.
5. The area of pavement over the storm sewer installed across the existing driveway must be corrected.
6. The basin bottom is full of vegetative debris and needs to be cleaned prior to stabilization.
7. The basin bottom and side slopes must be stabilized.
8. Ponding is occurring at the basin inlet (over the rock riprap) which must be corrected to provided positive infiltration and/or discharge.
9. Upon stabilization, all erosion and sedimentation controls must be removed from the site.
10. All garbage and construction materials that are onsite must be removed and properly disposed of.



Robert Bourke, Carriage House Country Club, Inc.
March 24, 2017
Page 2

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jon S. Tresslar". The signature is written in a cursive style with a large, stylized "J" and "T".

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

JST/mep/cg

cc: Charles J. Vogt, Township Manager
Pam Tripus, Township Secretary
Michael Tripus, Township Zoning Officer
Andrew Woods, P.E. – Arthur A. Swallow Associates
Melissa E. Prugar, P.E. – Boucher & James, Inc.

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pennsylvania

DEPARTMENT OF TRANSPORTATION

Notice of Public Meeting

State Route 191 Section 04B Stites Tunnel Bridge Replacement

The Pennsylvania Department of Transportation invites you to a Public Meeting for the Stites Tunnel Bridge Replacement Project carrying State Route 191 over Paradise Creek located in Pocono and Stroud Townships, Monroe County. Proposed bridge improvements include removal of the existing superstructure, including the bridge parapets and deck. The existing substructure units and tunnel walls will be rehabilitated to accommodate the new superstructure. The bridge will carry two 11'-0" travel lanes with 4'-0" shoulders, for a curb-to-curb width of 30'-0". At each end of the bridge, the shoulders will widen to match the existing shoulder widths at the project limits. The plans will be on display before the regular Board of Commissioners Meeting, and representatives from PennDOT and its design consultant, HNTB Corporation, will be on hand to answer your questions.

Date: Monday, April 3, 2017

Plans Display Viewing: 5:30 - 6:00 PM

Meeting Time: 6:00 PM

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

**Contact: Douglas V. McInnes, P.E.
PennDOT District 5-0
1002 Hamilton Avenue
Allentown, PA 18101
215.272.3058**

WHAT TO EXPECT...

A brief presentation will be given during the regularly scheduled Board of Commissioners meeting and, a question and answer session will take place after the presentation. Please plan to attend this informative event.

YOUR INPUT COUNTS!

All facilities are accessible to persons with disabilities in compliance with the Americans with Disabilities Act. Persons requiring special accommodations or persons wanting additional information should contact PennDOT Consultant Project Manager Douglas V. McInnes, P.E. at 215-272-3058.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL
APPROVAL OF THE BROOKDALE ROAD
MINOR SUBDIVISION PLAN**

WHEREAS, the applicants, Steven Larson and Mary Agnes Larson, submitted a plan application titled "Brookdale Road Minor Subdivision Plan" (the "Plan"). The applicants propose a minor subdivision and lot line adjustment on the southwestern side of Brookdale Road, which includes the consolidation and subdivision of Parcel Nos. 12/11/1/13 and 12/111847, which are owned by Larson, Jacob & Higgins and have areas of 63.29 acres and 13.42 acres, respectively, and of Parcel Nos. 12/11/1/31-6 and 12/11/1/34, which are owned by Steven and Mary Agnes Larson and have areas of 0.38 acres and 0.41 acres, respectively. The subdivision of these properties includes three (3) proposed lots. The existing properties are all located in the RD Recreation Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated December 19, 2016 and February 10, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on February 13, 2017; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

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

1. SALDO Sections 3.209.B.4 and 3.209.B.5: All Subdivision and Land Development Plans shall include a delineation of the steep slope areas, as defined herein. This information may be shown on a sheet not being recorded with the Final Plan. The Final Plan shall be recorded with a steep slope easement. The easement shall be comprised of at least sixty five (65%) percent of the total existing area and located within the original boundaries of the steep slope area. Allocation of the easement should be made as evenly as possible throughout the lots to allow each lot adequate room for additional grading, accessory structures, etc. *The applicants shall be permitted to add a restrictive covenant to the final record plan for slope protection.*

That the "Brookdale Road Minor Subdivision Plan" as shown on the plan prepared by Niclaus Engineering Corporation, dated November 2016, as revised, 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 February 10, 2017.
2. 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.
3. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
4. 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.
5. 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.
6. 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 _____, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL
APPROVAL OF THE MARGARET & CHRISTOPHER KINSLEY MINOR
SUBDIVISION PLAN**

WHEREAS, the applicants, Margaret and Christopher Kinsley, submitted a plan application titled "Minor Residential Subdivision Plan, Margaret and Christopher Kinsley" (the "Plan"). The applicants are proposing a three (3) lot subdivision of their existing property located on the western side of Cherry Lane (S.R. 1001) approximately 0.4 miles north of the intersection with Abeel Road. The property is located in the R-1, Low Density Zoning District. The parcels are owned by Margaret and Christopher Kinsley and are known as Monroe County Tax ID Nos. 12/3/1/62 and 12/3/1/43-1; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated July 22, 2016, October 18, 2016 and November 30, 2016; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on October 24, 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 requests for modification from the Subdivision and Land Development Ordinance are hereby granted:

1. SALDO Sections 3.208.H: and Table 3-1: The pavement width along the proposed local access street shall be 24 feet with shoulders. *The applicants shall be permitted to construct the road with a cartway width of 15 feet with reduced shoulders in order to reduce stormwater improvements.*
2. SALDO Sections 3.208.L.1 and Table 3-1: The maximum grade of a local access street shall be 10 percent. *The applicants shall be permitted to construct the proposed street at a maximum grade of 12 percent.*
3. SALDO Section 3.304.A and 6.252.E.1: Cul-de-sac streets shall not exceed 800 feet in length nor be less than 250 feet in length and shall furnish access to not more than 18 dwelling units. *The applicants shall be permitted to construct the proposed cul-de-sac with a length of 1,830 feet.*

4. SALDO Section 3.304.B: Cul-de-sac streets shall terminate in a circular right-of-way with a minimum diameter of 100 feet, and 80 feet diameter to the outer pavement edge or curb line. *The applicants shall not be required to construct the cul-de-sac bulb at this time.*
5. SALDO Section 3.304.D: The circular paving of the cul-de-sac shall be connected to the approach paving by an easement arc having a radius of not less than 40 feet. *The applicants shall not be required to construct the cul-de-sac bulb at this time.*
6. SALDO Table 3-1: The minimum centerline radii of a local access street shall be 325 feet. *The applicants shall be permitted to construct the proposed street with a radii of 200 feet.*
7. SALDO Tables 3-3 and 3-4: Local access streets shall be constructed with 6 inches of 2A stone, 3 inches bituminous base course, and 1.5 inches bituminous surface. *The applicants shall be permitted to construct the proposed street with a 6 inch stone subbase without pavement.*

That the "Minor Residential Subdivision Plan, Margaret and Christopher Kinsley" as shown on the plan prepared by Borton-Lawson Engineering, dated April 8, 2016, last revised September 2, 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 November 30, 2016.
2. 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.
3. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
4. 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.
5. 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.
6. 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 _____, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL PRELIMINARY/FINAL
APPROVAL OF THE WEIS MARKETS STORE NO. 166 GAS 'N' GO LAND
DEVELOPMENT PLAN**

WHEREAS, the applicant, Weis Markets Inc., submitted a preliminary/final land development plan application titled "Final Land Development Plan for Weis Markets Store No. 166 Gas 'N' Go" (the "Plan"). The Plan proposes to construct a Gas 'N' Go facility at the existing Weis Market, with six (6) fueling stations within the existing parking lot. The subject property is located at 2836 Route 611 on a 27.63 acre site located in the C Commercial Zoning District, identified as Monroe County Tax ID No. 12/8/2/18, PIN 12637201373721; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated January 4, 2017, February 10, 2017, and March 17, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on February 13, 2017; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

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

1. SALDO Sections 2.106 and 2.200: 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.*
2. SALDO Section 3.209.B.7: All deeds for lots created by subdivision and all land developments to which the provisions of this Section 3.209 are applicable shall contain language detailing the easements' location and the restrictions imposed. *The applicant shall not be required to provide a new deed detailing the easements' location and the restrictions imposed.*

That the following requests for modification of the Brodhead and McMichael Creeks Stormwater Management Ordinance are hereby granted:

1. SMO Section 301.L: Roof drains should not be connected to streets, sanitary or storm sewers or roadside ditches in order to promote overland flow and infiltration/percolation

of stormwater. Considering potential pollutant loading, roof drain runoff in most cases will not require pretreatment. *The applicant shall not be required to provide a new deed detailing the easements' location and the restrictions imposed.*

2. SMO Sections 307.C and 307.D: Any other stormwater conveyance facility that does not fall under Chapter 105 regulations must be able to convey, without damage to the stormwater structure or roadway, runoff from the 50-year design storm with a minimum 1.0 foot of freeboard. *The applicant shall not be required to comply with these provisions as the proposed development will not create an increase in stormwater flow to the existing storm sewer system.*

That the "Final Land Development Plan for Weis Markets Store No. 166 Gas 'N' Go" as shown on the preliminary/final land development plan prepared by Herbert, Rowland & Grubic, Inc., dated November 18, 2016, as revised, 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 March 17, 2017.
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 preliminary/final plan approval, and Plan shall be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and agrees that if such conditions are not met, the Conditional Preliminary/Final 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 _____, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____

Print Name: Pamela Tripus

Title: Secretary

By: _____

Print Name: Harold Werkheiser

Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL
PRELIMINARY/FINAL APPROVAL OF THE SANOFI PASTEUR, INC. TIER ONE
PARKING DECK LAND DEVELOPMENT PLAN**

WHEREAS, the applicant, Sanofi Pasteur, Inc., submitted a preliminary/final land development plan application titled "Sanofi Pasteur, Inc., Tier One Parking Deck Land Development" (the "Plan"). The Plan proposes the development of a parking deck on the applicant's existing property on a 189.2 acre site located in the I Industrial Zoning District, known more specifically as Monroe County Tax ID No. 12/12/2/10-2, PIN No. 12-6364-02-96-9225; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated July 22, 2016, January 5, 2017, and March 10, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on March 13, 2017; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

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

1. SALDO Section 2.106: *The initial plan submitted to the Commission for review shall be considered the Official Preliminary Plan.* Waiver to allow the submission of preliminary/final plans instead of preliminary plans.
2. SALDO Sections 2.302.A and 2.303.A: *Plans shall be drawn at a scale not to exceed 1"=100'.* Waiver to allow for the plans to be drawn at a scale of 1" = 200'.

That the "Sanofi Pasteur, Inc., Tier One Parking Deck Land Development" as shown on the preliminary/final land development plan prepared by Borton Lawson, dated July 1, 2016, as revised, 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 March 10, 2017.

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 preliminary/final plan approval, and Plan shall be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and agrees that if such conditions are not met, the Conditional Preliminary/Final 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 _____, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. _____

**A RESOLUTION GRANTING CONDITIONAL
PRELIMINARY/FINAL APPROVAL OF THE SANOFI PASTEUR, INC.
DISCOVERY DRIVE TURN LANE LAND DEVELOPMENT PLAN**

WHEREAS, the applicant, Sanofi Pasteur, Inc., submitted a preliminary/final land development plan application titled "Sanofi Pasteur, Inc., Discovery Drive Turn Lane Land Development" (the "Plan"). The Plan proposes the development of a truck turning lane from State Route 0611 North onto Discovery Drive entering the applicant's existing property on a 189.2 acre site located in the I Industrial Zoning District, known more specifically as Monroe County Tax ID No. 12/12/2/10-2, PIN No. 12-6364-02-96-9225; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated October 24, 2016, January 4, 2017, and March 10, 2017; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on March 13, 2017; and

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

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

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

1. SALDO Section 2.106: *The initial plan submitted to the Commission for review shall be considered the Official Preliminary Plan.* Waiver to allow the submission of preliminary/final plans instead of preliminary plans.
2. SALDO Sections 2.302.A and 2.303.A: *Plans shall be drawn at a scale not to exceed 1"=100'.* Waiver to allow for the plans to be drawn at a scale of 1" = 200'.

That the "Sanofi Pasteur, Inc., Discovery Drive Turn Lane Land Development" as shown on the preliminary/final land development plan prepared by Borton Lawson, dated September 30, 2016, as revised, 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 March 10, 2017 and the Pennsylvania Department of Transportation's Highway Occupancy Permit approval. In the event there would be any

significant changes requested by the Department of Transportation, the applicant will have to resubmit a revised plan for review by the Planning Commission and Board of Commissioners.

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 preliminary/final plan approval, and Plan shall be recorded within twelve (12) months of Conditional Preliminary/Final Plan approval, and agrees that if such conditions are not met, the Conditional Preliminary/Final 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 _____, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

MATERGIA and DUNN

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

**Ralph Anthony Matergia
John B. Dunn**

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

March 30, 2017

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

Re: C. Castle LLC – Spa Castle Grand Pocono Resort
Time Extension – Land Development Plan Application
Our File No. 2015-107

Dear Commissioners:

C. Castle LLC (the "Applicant") hereby grants the Township Board of Commissioners a time extension until close of business on October 17, 2017 to render a decision with regard to its pending land development application. The extension is requested to allow sufficient time for the Applicant to decommission its existing wastewater treatment plant on the site and to further PADEP review regarding sewerage effluent discharge limitations on the subject property.

The Applicant hereby waives any applicable provisions of the Township Ordinances or the MPC, which may require the Commissioners to render a decision concerning the land development plan application at an earlier date.

Thank you for your attention to this matter.

Very truly yours,
MATERGIA AND DUNN


RALPH A. MATERGIA

jar
enc: Steve Chon, CEO
Leo DeVito, Esq.
Lisa A. Periera, Esq.
Charles Vogt, Township Manager
Joshua Lee, Executive Director
Deanna Schmoyer, P.E. (Borton & Lawson)

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2017-__

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

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

WHEREAS, the Township Engineer, Boucher & James, Inc. has reviewed the Plan and issued Planning Review No. 1 and Technical Review No. 1 by letters dated November 8, 2016; and

WHEREAS, the Pocono Township Planning Commission recommended the denial of the Plan at a meeting held on March 27, 2017 based on the applicant's failure to meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's November 8, 2016 review letters referenced above; and

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

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

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 3rd day of April, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Harold Werkheiser
Title: President

**TOWNSHIP OF POCONO, MONROE COUNTY
PENNSYLVANIA**

RESOLUTION NO. 2017-

**A RESOLUTION APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE 2016
BUDGET**

WHEREAS, the Board of Commissioners is empowered pursuant to the First Class Township Code to make supplemental appropriations at any time and for any lawful purpose from funds not otherwise appropriated and for items not set forth in the adopted budget; and

WHEREAS, the Board of Commissioners wishes to make the supplemental appropriations from funds on hand in the general fund and the sewer operating fund to any other pupose for the lawful purpose of payment of insurance, fees and early retirement of debt as set forth on the list for the General Fund and Sewer Operation Fund attached.

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the supplemental appropriations be approved as listed.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 3rd day of April, 2017.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Pamela Tripus
Township Secretary

By: _____
Harold Werkheiser
President

General Fund						
April 2017 Appropriations						
	Actual	Budget	\$ Over Budget	Adjusted Budget	Appropriation	
400.110 • Salary & Wages - Legislative	0.00	16,250.00	-16,250.00			
400.192 • Legislative SSI Tax	0.00	1,243.00	-1,243.00			
400.260 • Minor Equipment	0.00	1,000.00	-1,000.00			
400.420 • Dues, Subscriptions & Membershi	6,472.11	7,234.00	-761.89			
400.460 • Legislative -Meetings & Training	37.77	1,000.00	-962.23			
400.540 • Legislative - Donations	287.50	1,000.00	-712.50			
	6,797.38	27,727.00	-20,929.62			
401.110 • Admin Salaries & Wages	19,231.00	104,167.00	-84,936.00			
401.192 • Admin SSI Taxes	1,471.15	7,989.00	-6,497.85			
401.199 • Admin Life and Disability Ins	189.00	756.00	-567.00			
401.200 • Administration Allowances	321.70	1,000.00	-678.30			
401.220 • Admin Operating Supplies	4.00	500.00	-496.00			
401.260 • Admin Minor Equipment	0.00	1,500.00	-1,500.00			
401.420 • Admin Dues, Subscriptions & Mem	0.00	1,665.00	-1,665.00			
401.460 • Admin Meetings & Training	0.00	1,750.00	-1,750.00			
	21,216.85	119,307.00	-98,090.15			
402.110 • Fin Admin Salaries & Wages	10,182.32	53,000.00	-42,817.68			
402.120 • Financial Admin OVT	0.00	2,000.00	-2,000.00			
402.192 • Fin Admin SSI Taxes	779.70	4,208.00	-3,428.30			
402.196 • Fin Admin Health Insurance	3,892.73	12,447.00	-8,554.27			
402.198 • Fin Admin Non-Uni Pension Plan	733.82	4,770.00	-4,036.18			
402.199 • Fin Admin Life & Disability Ins	201.00	804.00	-603.00			
402.220 • Fin Admin Operating Supplies	44.98	500.00	-455.02			
402.260 • Fin Admin Minor Equipment	0.00	500.00	-500.00			
402.310 • Fin Admin Professional Svcs	438.96	15,000.00	-14,561.04			
402.420 • Fin Admin Dues, Subscriptions	75.00	750.00	-675.00			
402.460 • Fin Admin Meetings & Training	350.00	750.00	-400.00			
	16,698.51	94,729.00	-78,030.49			
403.110 • Tax Collection Salaries & Wages	1,923.10	10,000.00	-8,076.90			

General Fund						
April 2017 Appropriations						
403.192 • Tax Collection SSI Taxes	147.15	765.00	-617.85			
403.199 • Tax Collection Bond Ins	0.00	2,000.00	-2,000.00			
403.215 • Tax Collection Postage	1,602.06	2,000.00	-397.94			
403.220 • Tax Collection Operating Supply	1,246.40	2,000.00	-753.60			
403.310 • Tax Collection Professional Srv	6,271.77	23,250.00	-16,978.23			
	11,190.48	40,015.00	-28,824.52			
404.310 • Township Solicitor	3,750.00	75,000.00	-71,250.00			
404.314 • Legal Services Special Counsel	0.00	10,000.00	-10,000.00			
	3,750.00	85,000.00	-81,250.00			
405.110 • Secretary Salaries & Wages	21,337.86	118,461.00	-97,123.14			
405.120 • Secretary OT	626.69	5,000.00	-4,373.31			
405.192 • Secretary SSI Taxes	1,673.21	9,445.00	-7,771.79			
405.198 • Secretary Insurance	13,739.20	37,341.00	-23,601.80			
405.198 • Secretary Non-Uni Pension Plan	1,266.38	10,661.00	-9,394.62			
405.199 • Secretary Life & Disability Ins	402.00	2,400.00	-1,998.00			
405.220 • Secretary Operating Supplies	0.00	500.00	-500.00			
405.260 • Secretary Minor Equipment	0.00	1,000.00	-1,000.00			
405.420 • Secretary Dues, Subscriptions	0.00	500.00	-500.00			
405.460 • Secretary Meetings & Training	0.00	1,000.00	-1,000.00			
	39,045.34	186,308.00	-147,262.66			
406.215 • Gen Govt Postage	23.75	5,000.00	-4,976.25			
406.220 • Gen Govt Operation Supplies	1,484.16	7,000.00	-5,515.84			
406.310 • Gen Govt Professional Svcs	0.00	5,000.00	-5,000.00			
406.320 • Gen Govt Communications	1,410.74	8,000.00	-6,589.26			
406.340 • Gen Govt Advertising & Printing	421.00	8,000.00	-7,579.00			
406.374 • Gen Govt Office Equipment Maint	0.00	1,000.00	-1,000.00			
406.384 • Gen Govt Equipment Leases	927.70	6,396.00	-5,468.30			
	4,267.35	40,396.00	-36,128.65			
407.252 • Computer Parts & Supplies	369.99	1,000.00	-630.01			
407.260 • Technology Minor Equipment	0.00	4,000.00	-4,000.00			

General Fund						
April 2017 Appropriations						
407.450 · Contracted Services	5,008.10	8,200.00	-3,191.90			
	5,378.09	13,200.00	-7,821.91			
408.310 · Township Engineer	2,526.25	50,000.00	-47,473.75			
409.220 · Building Operating Supplies	0.00	1,000.00	-1,000.00			
409.360 · Building Utilities	8,791.34	35,000.00	-26,208.66			
409.373 · Building Maint & Repairs	4,824.12	17,000.00	-12,175.88			
409.450 · Building Contracted Services	1,261.07	7,000.00	-5,738.93			
	14,876.53	60,000.00	-45,123.47			
410.120 · Police Salaries & Wages-Admin	16,564.00	88,626.00	-72,062.00			
410.130 · Police Salaries & Wages-Officer	193,419.80	1,292,497.00	-1,099,077.20			
410.140 · Police Salaries & Wages-Civilian	9,968.98	45,936.00	-35,967.02			
410.179 · Police Longevity Pay	0.00	42,824.00	-42,824.00			
410.180 · Police Overtime Wages	26,703.08	125,000.00	-98,296.92			
410.185 · Sick & Vacation Buy Back	0.00	60,000.00	-60,000.00			
410.187 · Police Overtime Civ Support	0.00	500.00	-500.00			
410.191 · Uniform Allowance	1,353.80	14,400.00	-13,046.20			
410.192 · Police SSI Taxes	18,354.43	122,047.00	-103,692.57			
410.196 · Police Health Insurance	150,826.00	467,707.00	-316,881.00			
410.197 · Police Pension Plan	0.00	145,320.00	-145,320.00			
410.198 · Police Life & Disability Ins	3,618.00	16,470.00	-12,852.00			
410.199 · Police Non-Uniform Pension	628.24	4,134.00	-3,505.76			
410.200 · Police 457 Contribution	0.00	6,000.00	-6,000.00			
410.220 · Police Operating Supplies	2,471.09	5,000.00	-2,528.91			
410.221 · Crime Scene Supplies	152.71	1,000.00	-847.29			
410.222 · Ammunition	0.00	5,000.00	-5,000.00			
410.231 · Vehicle Fuel	8,017.20	42,500.00	-34,482.80			
410.260 · Police Minor Equipment	1,359.00	91,145.00	-89,786.00			
410.310 · Police Professional Services	5,065.00	2,500.00	2,565.00			
410.314 · Civil Service Comm Solicitor	2,649.70	15,000.00	-12,350.30			
410.320 · Police Communications	2,698.57	15,000.00	-12,301.43			
410.341 · Police Advertising & Printing	37.20	400.00	-362.80			
410.373 · Police Maint & Repair Bldg	1,273.85	5,000.00	-3,726.15			
410.374 · Police Equipment Maint	684.65	3,500.00	-2,815.35			

General Fund						
April 2017 Appropriations						
410.420 · Police Dues, Subscriptions	0.00	1,500.00	-1,500.00			
410.450 · Police Contracted Services	19,203.87	89,026.00	-69,822.13			
410.451 · Police Vehicle Maintenance	8,234.95	25,000.00	-16,765.05			
410.460 · Police Meetings & Training	950.00	8,500.00	-7,550.00			
	474,234.12	2,741,532.00	-2,267,297.88			
411.232 · Fire Department Fuel	0.00	7,500.00	-7,500.00			
411.540 · Foreign Fire Payments	0.00	104,000.00	-104,000.00			
411.541 · Disbursement to Fire Company	0.00	215,000.00	-215,000.00			
	0.00	326,500.00	-326,500.00			
413.220 · Code Enforcement Supplies	0.00	100.00	-100.00			
413.260 · Code Enforcement Minor Equip	0.00	100.00	-100.00			
413.310 · Prof Services - BIU Building	79,818.90	200,000.00	-120,181.10			
413.311 · Prof Services - SEO	1,715.00	15,000.00	-13,285.00			
413.319 · Code Enforcement UCC Fees	0.00	1,000.00	-1,000.00			
413.420 · Code Enforcement Dues & Subs	0.00	250.00	-250.00			
413.460 · Code Enforcement Meetings	0.00	500.00	-500.00			
	81,533.90	216,950.00	-135,416.10			
414.110 · Planning & Zoning Salaries	0.00	1,020.00	-1,020.00			
414.192 · Planning & Zoning SSI Taxes	0.00	78.00	-78.00			
414.220 · Planning & Zoning Supplies	25.00	500.00	-475.00			
414.310 · Planning & Zoning Prof Svcs	6,977.26	42,000.00	-35,022.74			
414.313 · Planning & Zoning Engineering	150.00	10,000.00	-9,850.00			
414.314 · Planning & Zoning Legal	2,580.00	25,000.00	-22,420.00			
414.341 · Planning & Zoning Advertising	212.20	3,200.00	-2,987.80			
	9,944.46	81,798.00	-71,853.54			
415.220 · Emer Mgmt Operating Supplies	0.00	500.00	-500.00			
415.364 · Emergency Management Operations	0.00	1,500.00	-1,500.00			
415.460 · Emer Mgmt Meetings & Training	0.00	200.00	-200.00			
	0.00	2,200.00	-2,200.00			

General Fund						
April 2017 Appropriations						
427.220 · Solid Waste Coll Supplies	45.00	1,500.00	-1,455.00			
427.450 · Contracted Srvs - Clean-Up Days	0.00	16,000.00	-16,000.00			
	45.00	17,500.00	-17,455.00			
430.110 · Public Works Salaries	72,541.88	369,986.00	-297,444.12			
430.120 · Public Works OT Wages	5,897.87	25,000.00	-19,102.13			
430.192 · Public Works SSI Taxes	5,960.07	30,216.00	-24,255.93			
430.196 · Public Works Insurance	71,260.72	213,560.00	-142,299.28			
430.198 · Public Works N-U Pension	5,723.71	31,679.00	-25,955.29			
430.199 · Public Works Life & Disab Ins	1,608.00	5,570.00	-3,962.00			
430.200 · Public Works Director Allowance	0.00	600.00	-600.00			
430.220 · Public Works Oper Supplies	1,922.94	13,000.00	-11,077.06			
430.232 · Public Works Diesel	7,150.41	55,000.00	-47,849.59			
430.234 · Public Works Vehicle Supplies	1,005.76	6,000.00	-4,994.24			
430.238 · Public Works Uniforms	1,017.44	7,800.00	-6,782.56			
430.260 · Public Works Minor Equip Purch	409.99	2,000.00	-1,590.01			
430.331 · Mileage Reimbursement	0.00	1,000.00	-1,000.00			
430.341 · Public Works Advertising	180.00	1,500.00	-1,320.00			
430.373 · Public Works Maint & Rep Bldg	0.00	5,000.00	-5,000.00			
430.375 · Public Works Heavy Equip Maint	1,898.69	60,000.00	-58,101.31			
430.384 · Public Works Equip Rental	0.00	500.00	-500.00			
430.420 · Public Works Dues, Subscription	200.00	200.00	0.00			
430.450 · Public Works Contracted Srvs	125.00	500.00	-375.00			
430.460 · Public Works Meetings & Trainin	0.00	500.00	-500.00			
430.650 · Public Works Hand Tool Purch	0.00	500.00	-500.00			
	176,902.48	830,111.00	-653,208.52			
432.220 · Snow & Ice Rem Oper Supplies	52,240.02	125,000.00	-72,759.98			
432.375 · Snow & Ice Rem Equipment Maint	2,073.60	8,000.00	-5,926.40			
432.450 · Snow & Ice Rem Subcontractors	0.00	7,500.00	-7,500.00			
	54,313.62	140,500.00	-86,186.38			
433.220 · Traffic Signals & Signs Supply	0.00	3,000.00	-3,000.00			
433.360 · Traffic Signals & Signs Utiliti	581.39	4,000.00	-3,418.61			
433.450 · Traffic Signals Contracted Srvs	400.00	8,000.00	-7,600.00			
	981.39	15,000.00	-14,018.61			

General Fund						
April 2017 Appropriations						
438.220 • Road Maint Supplies	272.13	50,000.00	-49,727.87			
438.611 • Line Painting	0.00	20,000.00	-20,000.00			
438.612 • Crack Sealing	0.00	30,000.00	-30,000.00			
438.613 • Vegetation Control	0.00	5,000.00	-5,000.00			
	272.13	105,000.00	-104,727.87			
452.390 • Recreation fees	68.95	0.00	68.95	200.00	200.00	
454.110 • Park Salary & Wage	0.00	67,796.00	-67,796.00			
454.120 • Park OT	0.00	500.00	-500.00			
454.192 • Park SSI	0.00	5,225.00	-5,225.00			
454.198 • Park N-U Pension Plan	0.00	2,412.00	-2,412.00			
454.220 • Park Operating Supplies	3.22	3,000.00	-2,996.78			
454.231 • Park Vehicle Fuel	0.00	1,500.00	-1,500.00			
454.260 • Park Minor Equipment	265.89	1,500.00	-1,234.11			
454.310 • Park Professional Services	0.00	1,000.00	-1,000.00			
454.320 • Park Communications	169.90	800.00	-630.10			
454.340 • Park Advertising & Printing	70.80	500.00	-429.20			
454.360 • Park Utilities	605.36	2,700.00	-2,094.64			
454.373 • Park Repairs & Maintenance	6.00	10,000.00	-9,994.00			
454.374 • Park Equipment Maintenance	162.93	1,500.00	-1,337.07			
454.450 • Park Contracted Services	0.00	20,000.00	-20,000.00			
454.460 • Park Meetings & Training	0.00	500.00	-500.00			
454.700 • Park Recreation Board	0.00	17,500.00	-17,500.00			
	1,284.10	136,433.00	-135,148.90			
457.540 • Community Day Celebration	0.00	6,000.00	-6,000.00			
463.540 • TIF	0.00	160,420.00	-160,420.00			
	0.00	160,420.00	-160,420.00			
483.194 • Employer Pd Unemployment Comp	18,950.78	30,000.00	-11,049.22			

General Fund						
April 2017 Appropriations						
483.195 · Employer Pd Worker's Comp	134,991.00	243,000.00	-108,009.00	285,000.00	42,000.00	
483.200 · Federal Healthcare Tax	0.00	200.00	-200.00			
483.201 · Transitional Reinsurance Fee	0.00	2,000.00	-2,000.00			
	153,941.78	275,200.00	-121,258.22			
486.350 · Property & Liability Insurance	127,844.00	119,847.00	7,997.00	130,000.00	10,153.00	
486.355 · Professional Bonds	3,506.25	6,425.00	-2,918.75			
	131,350.25	126,272.00	5,078.25			
492.300 · Interfund Transfer to Cap Fund	1,057,942.00	1,057,942.00	0.00			
492.310 · Transfer to Capital Fund Reserv	0.00	1,500,000.00	-1,500,000.00			
	1,057,942.00	2,557,942.00	-1,500,000.00			
491.000 · Refund of Prior Year Revenues	46.21	3,000.00	-2,953.79			
	46.21	3,000.00	-2,953.79			
	<u>Original Fund</u>	<u>Previously</u>		<u>Adjusted Fund</u>		
	<u>Balance</u>	<u>Appropriated</u>	<u>Fund Balance</u>	<u>Balance</u>	<u>Appropriation</u>	
279.999 · Use of Fund Balance	4,935,518.41	0.00	4,935,518.41	4,883,165.41	-52,353.00	

Sewer Operation Fund					
April 2017 Appropriations					
	Actual	Budget	\$ Over Budget	Adjusted Budget	Appropriation
429.100 · Utilities	5,184.85	45,600.00	-40,415.15		
429.110 · Public Works Dir Salary	0.00	45,000.00	-45,000.00		
429.200 · BCRA Sewage Treatment	325,907.30	975,588.00	-649,680.70		
429.244 · Operating Supplies	8,131.70	50,000.00	-41,868.30		
429.300 · Professional Services	24,790.67	203,000.00	-178,209.33		
429.374 · Equipment Repair & Maintenance	10,388.84	60,000.00	-49,611.16		
471.000 · Debt Principal - Long and Short	825,214.52	1,236,984.00	-411,769.48	1,997,984.00	761,000.00
472.000 · Debt Interest - Long and Short	19,243.20	385,157.00	-365,913.80	392,357.00	7,200.00
492.100 · Transfer to Sewer Construction	2,381,940.00	2,381,940.00	0.00		
	<u>Original Fund</u>	<u>Previously</u>		<u>Adjusted Fund</u>	
	<u>Balance</u>	<u>Appropriated</u>	<u>Fund Balance</u>	<u>Balance</u>	<u>Appropriation</u>
279.000 · Use of Fund Balance	3,385,926.00	0.00	3,385,926.00	2,617,726.00	-768,200.00