



## POCONO TOWNSHIP COMMISSIONERS

### AGENDA

August 6, 2018 7:00 p.m.

#### Open Meeting

#### Pledge of Allegiance

#### Roll Call

#### Public Comments

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

#### Announcements –

Executive Session held – August 6, 201 – personnel and acquisition of real property

#### Hearings –

Codification of Township Ordinances - Motion to adopt Ordinance 2018-08, to provide for the Repeal of certain legislation not included therein; to save from repeal certain other legislation not included therein; and to provide penalties for tampering with the code (action item\*)

Amusement Tax Ordinance – Motion to adopt Ordinance 2018-09 for the purpose of establishing an amusement tax in the township of Pocono (action item\*)

Manager's Ordinance – Motion to adopt Ordinance 2018-10 amending Ordinance 2014-01 and repealing Ordinance Nos. 2016-02 and 2016-05, and providing for the creation of the office of township manager and establishing the powers and the duties of the township manager (action item\*)

Police Pension Ordinance – Motion to adopt Ordinance 2018-11 amending the Pocono Township Police Pension Plan to revise the definition of compensation, to revise the police pension committee and to appoint the Chief Administrative Officer (action item\*)

#### Presentations –

#### OLD BUSINESS

1. Motion to approve minutes of the July 16, 2018 Meeting of the Board of Commissioners (action item\*)

(Action Item\*)

\*A matter listed as an “Action Item” on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an “Action Item” does not require the Board of Commissioners to deliberate or take official action on that matter.

\*\* Change to agenda versus draft posted on website

2. Motion to approve minutes of July 20, 2018 special meeting of the Board of Commissioners (action item\*)
3. Motion to approve minutes of July 30, 2018 special meeting of the Board of Commissioners (action item\*)

#### **NEW BUSINESS**

##### **1. Personnel**

- a. Discussion on public works hiring (possible action item\*)
- b. Motion to approve FMLA Leave request from Thomas Lynott beginning August 7, 2018 for approximately twelve weeks (action item\*)
- c. Motion to approve FMLA leave request from Douglas Smith beginning August 6, 2018 for approximately ten weeks (action item\*)

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

- a. Motion to ratify vouchers payable received through August 3, 2018 in the amount of \$ 96,104.87 (action item\*)
- b. Motion to ratify gross payroll for pay period ending July 15, 2018 in the amount of \$ 104,955.55 and pay period ending July 29, 2018 in the amount of \$ 90,059.94 for a total amount of \$195,015.49 (action item\*)
- c. Motion to approve vouchers payable received through August 3, 2018 in the amount of \$ 99,716.93 (action item\*)
- d. Motion to authorize the township manager to submit to the Commonwealth Financing Authority for LSA reimbursement in the amount of \$22,677.60 (action item\*)

##### **3. Travel/Training Authorizations (Approve/Ratify)**

#### **Report of the President**

#### **Commissioners Comments**

Bob De Young – Vice President

Harold Werkheiser – Commissioner

Rich Wielebinski – Commissioner

- Motion to authorize the township manager to prepare an RFP

Jerrod Belvin – Commissioner

- Motion to approve the job description of Detective/Sergeant and authorize the Chief of Police to post to fill this position (action item\*)
- Motion to authorize the solicitor to draft an ordinance for commercial waste hauling, utilizing Stroudsburg's Commercial Waste Hauling Ordinance with prohibited times being between 10pm-6am

(Action Item\*)

\*A matter listed as an "Action Item" on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an "Action Item" does not require the Board of Commissioners to deliberate or take official action on that matter.

\*\* Change to agenda versus draft posted on website



- Motion to send letter to PennDot stating that the township is the applicant and responsible party for the right hand turn lane project at Rimrock Road and Bartonville Avenue and authorize the President of the Board of Commissioners to sign document (action item&)

## **Reports**

### **1. Finance Committee**

### **2. Zoning Officer Report**

- a. Monthly report
- b. Motion to authorize the zoning officer to send Notice of Violation as a dangerous structure to owner of record at 2990 Route 611 based upon inspection conducted of property (action item\*)
- c. Motion to authorize the zoning officer to send a Notice of Violation as a dangerous structure to owner of record at 1104 Sullivan Trail based upon inspection conducted of property (action item\*)
- d. Motion to authorize the zoning officer to send a Notice of Violation as a dangerous structure to owner of record at 1923 Route 611 based upon inspection conducted of property (action item\*)

### **3. Administration – Manager’s Report**

- a. Motion to approve the sale of the Lanier copier Model MP C3002 listing #17171123 to Thomas Dennis in the amount of \$855.00 as the highest bid received on municibid (action item\*)
- b. Motion to approve the sale of the 2014 Ford Taurus listing #17270487 to Zahid Mohammad Khan in the amount of \$3,200.00 as the highest bid received on municibid (action item\*)
- c. Motion to approve the agreement with ADP Payroll for an annual cost of \$6,811.25 (action item\*)
- d. BCRA mid-year budget report and budget adjustment
- e. Motion to approve the updated Pocono Township CDL drug and alcohol testing policy pending review by the solicitor (action item\*)
- f. Motion to approve the 2018 allocation to the Pocono Township Volunteer Fire company (action item\*)

### **4. Public Works Report**

- a. Update on Paving project
- b. Motion to authorize Bullpine Tree Service to cut dead Hazardous trees and overhanging branches along specified township roads for \$1350.00 per day, utilizing township flagmen, for a maximum of seven days (action item\*)

(Action Item\*)

\*A matter listed as an “Action Item” on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an “Action Item” does not require the Board of Commissioners to deliberate or take official action on that matter.

\*\* Change to agenda versus draft posted on website

## **5. Township Engineer Report**

- a. Update on White Oak Culvert replacement project (DEP has until October to review and respond)
- b. Update on Fish Hill Road Storm System Notice of violation from MCCD

## **Township Solicitor Report**

- a. Update on Exxon Monitoring Wells Agreement
- b. Update on Firework Ordinance
- c. Motion to approve request by BCRA to execute the Amended Easement extending the period of time for the temporary construction easement until December 31, 2020 (action item\*)
- d. Motion to authorize the solicitor to draft a Yard sign ordinance and submit to the Pocono Township and Monroe County Planning Commissions for review (action item\*)
- e. Request for zoning change (possible action item\*)

## **Resolutions**

Resolution 2018-48 – Motion to adopt Resolution 2018-48 amending the Pocono Township Non-uniformed Employees Money Purchase Plan with amendment No. 4 and to appoint the Chief Administrative Officer (action item\*)

## **Public Comment**

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

Executive Session – if necessary

## **Adjournment**

(Action Item\*)

\*A matter listed as an “Action Item” on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an “Action Item” does not require the Board of Commissioners to deliberate or take official action on that matter.

\*\* Change to agenda versus draft posted on website

TOWNSHIP OF POCONO  
COUNTY OF MONROE, PENNSYLVANIA

ORD. NO. 2018-08

AN ORDINANCE, TO APPROVE, ADOPT AND ENACT AN ORDINANCE CODIFICATION FOR THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA; TO PROVIDE FOR THE REPEAL OF CERTAIN LEGISLATION NOT INCLUDED THEREIN; TO SAVE FROM REPEAL CERTAIN OTHER LEGISLATION NOT INCLUDED THEREIN; AND TO PROVIDE PENALTIES FOR TAMPERING WITH THE CODE

Be it enacted and ordained by the Board of Commissioners of the Township of Pocono, County of Monroe, Commonwealth of Pennsylvania, and it is enacted and ordained as follows:

ARTICLE I  
**Adoption of Code**

**§ 1-1. Approval, adoption and enactment of Code.**

Pursuant to Section 1502, Clause I, of the First Class Township Code (53 P.S. § 56502, Clause I), the codification of a complete body of legislation for the Township of Pocono, County of Monroe, Commonwealth of Pennsylvania, as revised, codified and consolidated into chapters, articles and sections by General Code, and consisting of Chapters 1 through 470, together with an Appendix, is hereby approved, adopted, ordained and enacted as a single ordinance of the Township of Pocono, which shall be known and is hereby designated as the "Code of the Township of Pocono," hereinafter referred to as the "Code."

**§ 1-2. Effect of Code on previous provisions.**

The provisions of this Code, insofar as they are substantively the same as those of ordinances in the 1982 Code and the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinance. All such provisions are hereby continued in full force and effect and are hereby reaffirmed as to their adoption by the Board of Commissioners of the Township of Pocono, and it is the intention of said Board of Commissioners that each such provision contained within the Code is hereby reenacted and reaffirmed as it appears in said Code. Only such provisions of former ordinances as are omitted from this Code shall be deemed repealed or abrogated by the provisions of § 1-3 below, and only new or changed provisions, as described in § 1-6 below, shall be deemed to be enacted from the effective date of this Code, as provided in § 1-15 below.

**§ 1-3. Inconsistent legislation repealed.**

- A. Repeal of inconsistent ordinances. Except as provided in § 1-4, Legislation saved from repeal; matters not affected by repeal, below, all ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed as of the effective date given in § 1-15; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Township of Pocono which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. Repeal of specific ordinances. The Board of Commissioners of the Township of Pocono has determined that the following ordinances are no longer in effect and hereby specifically repeals the following legislation:
  - (1) Ordinance No. 36, regarding pornographic material, adopted May 5, 1981.
  - (2) Ordinance No. 41, regarding solid waste, adopted July 17, 1984.
  - (3) Ordinance No. 49, regarding solid waste, adopted July 17, 1989.
  - (4) Ordinance No. 54, regarding water supply system, adopted August 23, 1991.
  - (5) Ordinance No. 72, general provisions amendment and penalties, adopted August 5, 1996.
  - (6) Ordinance No. 76, Sewage Management District, adopted April 21, 1997.
  - (7) Ordinance No. 100, regarding the Delinquent Tax Collector, adopted December 28, 2001.
  - (8) Ordinance No. 104, regarding water connections for areas served by the Stroudsburg Municipal Authority, adopted July 29, 2002.

**§ 1-4. Legislation saved from repeal; matters not affected by repeal.**

The adoption of this Code and the repeal of ordinances provided for in § 1-3 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal; provided, however, that the repeal of ordinances pursuant to § 1-3 or the saving from repeal of ordinances pursuant to this section shall not be construed so as to revive any ordinance previously repealed, superseded or no longer of any effect:

- A. Any ordinance adopted subsequent to December 4, 2017.
- B. Any right or liability established, accrued or incurred under any legislative provision of the Township prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability or any cause of action acquired or existing.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision of the Township or any penalty, punishment or forfeiture which may result therefrom.

- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance, brought pursuant to any legislative provision of the Township.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred by the Township or any lawful contract, obligation or agreement.
- F. Any ordinance appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the Township or other instruments or evidence of the Township's indebtedness.
- G. Any ordinance adopting an annual budget or establishing an annual tax rate.
- H. Any ordinance providing for the levy, imposition or collection of special taxes, assessments or charges.
- I. Any ordinance authorizing the purchase, sale, lease or transfer of property or acquiring property by acceptance of deed, condemnation or exercise of eminent domain.
- J. Any ordinance annexing land to the Township.
- K. Any ordinance providing for or requiring the construction or reconstruction or opening of sidewalks, curbs and gutters.
- L. Any ordinance or part of an ordinance providing for laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, sidewalk, park or other public place or property or designating various streets as public highways.
- M. Any ordinance establishing water, sewer or other special purpose districts and designating the boundaries thereof; providing for a system of sewers or water supply lines; or providing for the construction, extension, dedication, acceptance or abandonment of any part of a system of sewers or water supply lines.
- N. Any ordinance providing for the making of public improvements.
- O. Any ordinance providing for the salaries and compensation of officers and employees of the Township or setting the bond of any officer or employee.
- P. Any ordinance concerning changes and amendments to the Zoning Map.
- Q. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees and/or police.
- R. Any ordinance or portion of an ordinance establishing a specific fee amount for any license, permit or service obtained from the Township.
- S. Any currently effective ordinance providing for intergovernmental cooperation or establishing an intermunicipal agreement.
- T. Any ordinance relating to or establishing a real estate transfer tax.

**§ 1-5. Inclusion of new legislation prior to adoption of Code.**

All ordinances of a general and permanent nature adopted subsequent to the date given in § 1-4A and/or prior to the date of adoption of this ordinance are hereby deemed to be a part of the Code and shall, upon being printed, be included therein. Attested copies of all such ordinances shall be temporarily placed in the Code until printed supplements are included.

**§ 1-6. Changes and revisions in previously adopted legislation; new provisions.**

- A. Nonsubstantive changes. In compiling and preparing the ordinances of the Township for adoption and revision as part of the Code, certain nonsubstantive grammatical and style changes were made in one or more of said ordinances. It is the intention of the Board of Commissioners that all such changes be adopted as part of the Code as if the ordinances so changed had been previously formally amended to read as such.
- B. Substantive changes and revisions. In addition to the changes and revisions described above, changes and revisions of a substantive nature, as set forth in Schedule A attached hereto and made a part hereof, are hereby made to various ordinances included in the Code. These changes are enacted to bring provisions into conformity with the desired policies of the Board of Commissioners, and it is the intent of the Board of Commissioners that all such changes be adopted as part of the Code as if the legislation so changed had been previously formally amended to read as such. All such changes and revisions shall be deemed to be in effect as of the effective date of the Code specified in § 1-15.
- C. Nomenclature.
  - (1) Throughout the Code, the following terms are updated as follows:
    - (a) "District Justice," "Justice of the Peace" and "District Magistrate" are changed to "Magisterial District Judge."
    - (b) "Department of Environmental Resources" is changed to "Department of Environmental Protection."
    - (c) "Department of Community Affairs" is changed to "Department of Community and Economic Development."
    - (d) "Soil Conservation Service" is changed to "Natural Resources Conservation Service"; "SCS" is changed to "NRCS."
    - (e) "Board of Supervisors" is changed to "Board of Commissioners" as applicable and appropriate.
    - (f) "Administrator" is changed to "Township Manager or his/her designee" as applicable and appropriate.
    - (g) "Pocono Township Road Master (Roadmaster)" is changed to "Public Works Director."

- (2) In Chapter 129, "Enforcement Officer" is changed to "Zoning Officer."
- (3) In Chapter 133, "Building Official" is changed to "Building Code Official."
- (4) In Chapter 382, "Construction Code Official" is changed to "Zoning Officer."
- (5) In Chapter 390, "Administrator" is changed to "Township Manager or his/her designee," as applicable.

D. Fees. All specific fee amounts setting forth a fee for licenses, permits or services provided by the Township are hereby removed and replaced with: "as set from time to time by resolution of the Board of Supervisors."

#### **§ 1-7. Interpretation of provisions.**

In interpreting and applying the provisions of the Code, they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience and general welfare. Where the provisions of the Code impose greater restrictions or requirements than those of any statute, other ordinance, resolution or regulation, the provisions of the Code shall control. Where the provisions of any statute, other ordinance, resolution or regulation impose greater restrictions or requirements, the provisions of such statute, other ordinance, resolution or regulation shall control.

#### **§ 1-8. Titles and headings; editor's notes.**

- A. Chapter and article titles, headings and titles of sections and other divisions in the Code or in supplements made to the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

#### **§ 1-9. Filing of copy of Code.**

At least one copy of the Code in a post-bound volume shall be filed with the Ordinance Book in the office of the Township Secretary and shall remain there for use and examination by the public. Upon adoption, such copy or copies shall be certified to by the Township Secretary, as provided by law, and such certified copy or copies shall remain on file in the office of the Township Secretary, available to persons desiring to examine the same during all times while said Code is in effect.



**§ 1-10. Amendments to Code.**

Any and all additions, deletions, amendments or supplements to the Code, when passed and adopted in such form as to indicate the intention of the Board of Commissioners to be a part thereof, shall be deemed to be incorporated into such Code so that reference to the Code shall be understood and intended to include such changes. Whenever such additions, deletions, amendments or supplements to the Code shall be adopted, they shall thereafter be printed and, as provided hereunder, inserted in the post-bound book containing said Code as amendments and supplements thereto.

**§ 1-11. Code books to be kept up-to-date.**

It shall be the duty of the Township Secretary or someone authorized and directed by him or her to keep up-to-date the certified copy or copies of the book containing the Code required to be filed in the office of the Township Secretary for the use of the public. All changes in said Code and all legislation adopted by the Board of Commissioners subsequent to the effective date of this codification which the Board of Commissioners shall adopt specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new legislation are printed as supplements to said Code books, at which time such supplements shall be inserted therein.

**§ 1-12. Publication of notices.**

The Township Secretary, pursuant to law, shall cause to be published in the manner required a notice of the introduction and of the adoption of the Code in a newspaper of general circulation in the Township. The enactment and application of this ordinance, coupled with the publication of the notice of introduction, the availability of a copy or copies of the Code for inspection by the public and the filing of an attested copy of this ordinance with the county, as required by law, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

**§ 1-13. Altering or tampering with Code; violations and penalties.**

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, or to alter or tamper with the Code or any part or portion thereof in any manner whatsoever which will cause the law of the Township to be misrepresented thereby. Any person who violates or permits a violation of this section of this ordinance shall, upon conviction thereof, be punished by a fine not exceeding \$600, plus costs of prosecution, and, in default of payment thereof, by imprisonment for a term not exceeding 30 days.

**§ 1-14. Severability.**

The provisions of this ordinance and of the Code adopted hereby are severable, and if any clause, sentence, subsection, section, article, chapter or part thereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation and application to the clause, sentence, subsection, section, article, chapter or part thereof rendered

illegal, invalid or unconstitutional. It is hereby declared to be the intent of the Board of Commissioners that this ordinance and the Code would have been adopted if such illegal, invalid or unconstitutional clause, sentence, subsection, section, article, chapter or part thereof had not been included therein.

**§ 1-15. Effective date.**

All provisions of this ordinance and of the Code shall be in force and effect on and after August 6, 2018.

ENACTED AND ORDAINED by the Board of Commissioners of the Township of Pocono this th 6<sup>th</sup> day of August, 2018.

**ATTEST:**

**TOWNSHIP OF POCONO  
MONROE COUNTY**

---

**Pamela Tripus,  
Township Secretary**

---

**Gerald J. Lastowski,  
President, Board of Commissioners**



**POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2018 – 09**

**AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING AN AMUSEMENT TAX IN THE TOWNSHIP OF POCONO, INCLUDING DEFINING AMUSEMENT AND THE IMPOSITION OF THE TAX; PROVIDING FOR REGISTRATION BY PRODUCERS OF AMUSEMENTS; PROCEDURES FOR COLLECTION OF THE TAX FROM PRODUCERS OF THE AMUSEMENTS; PROVIDING FOR THE FILING OF REPORTS AND PAYMENT OF THE TAX BY PRODUCERS OF AMUSEMENTS; INDICATING PENALTIES AND DETERMINATION BY THE TOWNSHIP OF THE AMOUNT OF TAX DUE, INCLUDING AUTHORITY FOR THE TOWNSHIP TO ESTIMATE TAXES WHEN PRODUCERS HAVE NOT MADE A REPORT; DISPOSITION OF TAXES, INTEREST AND PENALTIES; PRESCRIBING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR THE COLLECTION AND DISPOSITION OF MONIES COLLECTED.**

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

**SECTION 1.           SHORT TITLE**

This Ordinance shall be known as the “Pocono Township Amusement Tax Ordinance.”

**SECTION 2.           PURPOSE**

This Ordinance is to provide for general revenue purposes by way of the levying, assessment and collection of taxes imposed upon any facility which charges an admission within Pocono Township.

**SECTION 3.           AUTHORITY FOR ENACTMENT**

This Ordinance is enacted under authority of the Local Tax Enabling Act, P.L. 1257, No. 511, December 31, 1965, 53 P.S. 56901 et seq., as hereafter amended, supplemented, modified or re-enacted by the General Assembly of Pennsylvania.

**SECTION 4.           DEFINITIONS**

- A. ADMISSION - a monetary charge of any character whatsoever, including but not limited to donations, contributions, the price of season tickets, or parking fees, charged or paid by persons for the privilege of attending or engaging in amusements as defined below.

- B. AMUSEMENT - all manner and forms of entertainment, subject to tax as set forth in the Local Tax Enabling Act, including but not limited to theatrical performances, concerts, circuses, carnivals, side shows, all forms of entertainment at fairgrounds and amusement parks, waterparks, floor shows, dancing exhibitions, trade shows, craft shows, art shows and exhibitions, sporting events, any and all forms of live entertainment, and all other forms of diversion, sport, recreation or pastime for which admissions charges are obtained from the general public or a limited or selected number thereof, directly or indirectly. Except, however, the following shall not be subject to the tax: fees charged as rentals for real property to be used for camping purposes; admissions to motion picture theaters; and, any other activities exempted from tax liability in the Local Tax Enabling Act.
- C. ASSOCIATION - any partnership, limited partnership or other form of unincorporated enterprise.
- D. PERSON - any natural person or persons, partnership, association, joint venture, or corporation. Whenever used in any clause prescribing and imposing a penalty, the term "person" as applied to a partnership or association shall mean the partners or members thereof, and as applied to a corporation, the officers or agents thereof. If applicable, the singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine.
- E. PLACE OF AMUSEMENT - any place, indoors or outdoors, partly or wholly within the Township, where the general public, or a limited or selected number thereof, may, upon payment of admission, attend or engage in any amusement as defined herein.
- F. PRODUCER - any person or association as defined above, conducting any place of amusement.
- G. SECRETARY - the Secretary of Pocono Township, Monroe County, Pennsylvania, which shall include any duly appointed agents.
- H. TOWNSHIP - the Township of Pocono, Monroe County, Pennsylvania.

## **SECTION 5. IMPOSITION OF TAX**

A tax is hereby levied, assessed and imposed, for general Township purposes, upon the admission to any amusement within the Township, at the rate of five percent (5%) of the admission charged and collected, such tax to be paid by the person charged or paying the admission. Provided, where no fixed admission is charged, the tax shall be paid upon the gross amount collected, and shall be paid by the producer, if not paid by the person charged or paying such admission.

## **SECTION 6. EXEMPTIONS**

The tax imposed by this Ordinance shall not apply to any form of entertainment, regardless of the nature thereof, where the proceeds therefrom, after the payment of reasonable expense, inure

exclusively to the benefit of any charitable organization, nonprofit educational institution or religious or fraternal organization, including but not limited to the Pocono Township Volunteer Fire Company.

## **SECTION 7. REGISTRATION BY PRODUCERS**

- A. On and after the effective date of this Ordinance, every producer who at that time is conducting and every person who thereafter begins to conduct any amusement within the Township shall register with the Secretary.
- B. The registration shall be for permanent amusements (those conducted at one (1) location in excess of one (1) month) or temporary amusements (those conducted at one (1) location for a period of one (1) month or less than one (1) month), as the case may be, and each shall be made upon a form prescribed, prepared and furnished by the Township, and shall set forth the name under which the producer conducts or intends to conduct the amusement, whether the amusement is permanent or temporary, the location of the amusement, the type of amusement, and such other information as the Township may require. If the producer has or intends to have more than one (1) place of amusement within the Township, the producer shall register the places of amusement and shall state the location of each. In the case of a registration for a temporary amusement or for a temporary place of amusement, the producer shall also state the date or dates and length of time the amusement is to be conducted at each place, and the name and address of the owner, lessee or custodian of the premises upon which that amusement is to be conducted. If the producer is an association or a corporation, the names and addresses of the principal officers thereof, and any other information prescribed by the Township for purposes of identification must be given. The registration shall be signed and verified by oath or affirmation by the producer, if a natural person, and in the case of a corporation, by an executive officer, or some person specifically authorized to sign the registration, to which shall be attached the written evidence of the person's authority.
- C. Upon completion of any registration form by a producer or the proper officer or agent, the Township through its representative shall issue to that producer an annual or a temporary registration certificate for each of the producer's places of amusement within the Township. The registration certificates shall not be assignable and shall be valid only for the producer in whose name the certificate was issued and for the conduct of amusements at the place designated in the certificate, and shall at all times be conspicuously displayed at the places for which issued. All registration certificates for permanent amusements shall expire on December 31 of the calendar year for which they are issued. Registration certificates for temporary amusements shall expire at the time specified on the certificate.
- D. Every producer conducting a permanent amusement shall register that amusement prior to commencing operations, and annually with the Township before January 1st of each year.

## **SECTION 8. COLLECTION BY PRODUCERS**

- A. Producers shall collect the tax imposed by this Ordinance and shall be liable to the Township, as agents thereof, for the payment of the tax to the Township or its designated representative.
- B. Where any temporary amusement is conducted by any person who is not the owner, lessee or custodian of the place of amusement, or where any temporary amusement is, after the effective date of this Ordinance permitted by the owner, lessee or custodian of any place, to be conducted without its being registered with the Township as required by this Ordinance, the collection of the tax imposed by this Ordinance shall be the responsibility of the owner, lessee or custodian of the place where the amusement is held or conducted and shall be collected and paid by the owner, lessee or custodian, unless collected and paid by the producer conducting the amusement.
- C. Where any producer shall begin to conduct a permanent amusement after the effective date of this Ordinance and that producer is not the owner of the place where the permanent amusement is to be conducted or where the owner of any place permits a producer to begin to conduct a permanent amusement at that place after the effective date of this Ordinance without its being registered with the Township as required by Section 5 of this Ordinance, the collection of the tax imposed by this Ordinance shall be the responsibility of the owner of the place where the permanent amusement is conducted and shall be collected and paid by the owner unless collected and paid by the producer conducting the permanent amusement.

## **SECTION 9. REPORTS AND PAYMENT OF TAXES**

- A. For the purpose of ascertaining the amount of tax collected and payable by the producers to the Township, it shall be the duty of every producer, except as provided in Section 8(B) below, conducting a place of amusement, on or before the tenth (10<sup>th</sup>) day of each month, to transmit to the Township or its representative on forms prescribed and prepared by the Township, a report of the amount of the tax collected by the producer during the preceding month.
- B. Every producer conducting a temporary amusement shall file a report with the Township or its representative promptly after each performance as directed at the time of registration.
- C. All reports required under this Section shall show the information prescribed by the Township.
- D. All taxes hereunder shall be recoverable as other debts of like amounts are by law recoverable.
- E. Every producer, at the time of making every report required by this Ordinance, shall compute and pay to the Township or its representative, the taxes collected by the



producer and due to the Township during the period for which the report is made. Provided, however, that the producer may deduct from the amount collected a two percent (2%) discount if the report is filed and the tax is paid on or before the date when payment is due. The amount of all taxes imposed under this Ordinance, in the case of places of permanent amusement, shall be due and payable on the tenth (10<sup>th</sup>) day of the next succeeding month, and in the case of every temporary amusement, shall be due and payable on the day the reports in those cases are required to be made under this Section, and all such taxes shall bear interest at the rate of one-half of one percent (1/2%) per month, or fractional part of a month, from the date they are due and payable, until paid.

#### **SECTION 10. PENALTY**

In addition to any other penalties which may be assessed for violation of this Ordinance, if any producer shall neglect or refuse to make any report and payment as required by this Ordinance, an additional one hundred dollars (\$100.00) or ten percent (10%), whichever is larger, of the amount of the tax shall be added and collected.

#### **SECTION 11. AUTHORITY OF TOWNSHIP TO DETERMINE TAX DUE WHEN NOT SATISFIED**

If the Township or its representative is not satisfied with the report and payment of the tax made by any producer under the provisions of this Ordinance, the Township representative is hereby authorized and empowered to make determination of the tax due by that producer, based upon the facts contained in the report, or upon any information within the Township's possession, or that comes into the Township's possession, and for this purpose the Township or its representative is hereby authorized to examine the books, paper tickets, ticket stubs and records of any producer taxable under this Ordinance, in order to verify the accuracy of any report or payment made under the provisions of this Ordinance or to ascertain whether the taxes imposed by this Ordinance have been paid.

#### **SECTION 12. AUTHORITY OF TOWNSHIP TO ESTIMATE TAX FROM PRODUCERS NOT MAKING REPORT**

If any producer shall neglect or refuse to make any report and payment of tax required by this Ordinance, or if, as a result of an investigation by the Township or its representative, a report is found to be incorrect, the Township or its representative shall estimate the tax due by that producer, and determine the amount due by the producer for taxes, penalties and interest.

#### **SECTION 13. DISPOSITION OF TAXES, INTEREST AND PENALTIES**

All taxes, interest and penalties received, collected or recovered under the provisions of this Ordinance shall be paid into the Township treasury for the use and benefit of the Township.

#### **SECTION 14. COLLECTOR**

The collector of the tax shall be appointed annually by the Township to serve until removed or a successor appointed. The collector shall receive such compensation for services as the Township shall determine. The collector shall collect and receive all taxes levied under this Ordinance, shall furnish a receipt of their payment and shall keep a record showing the amount received by the collector from each taxpayer under this Ordinance and the date of each receipt. The collector shall give bond to the Township with a bonding company authorized by law to act as surety in the sum as the Township by resolution shall direct. The surety bond shall be conditioned on the faithful performance of the collector's official duties.

#### **SECTION 15. PENALTIES**

Any person who shall violate any provision of this Ordinance shall, upon summary conviction thereof, be sentenced to pay a fine not exceeding three hundred dollars (\$300.00), costs and restitution; and, in default of payment of said fine and costs, to a term of imprisonment not to exceed ninety (90) days. The fine imposed by this Ordinance shall be in addition to any other penalty imposed by any other section of this Ordinance.

#### **SECTION 16. DISPOSITION OF EXCESS MONIES COLLECTED**

In the event that tax monies levied and collected under the authority of this Ordinance or any other ordinance adopted under the Local Tax Enabling Act, exceed the limitations imposed by law, that excess shall not be expended during that year, but shall be deposited in a separate account for expenditure in the following fiscal year.

#### **SECTION 17. REPEALER**

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed upon the effective date of this Ordinance.

#### **SECTION 18. SEVERABILITY**

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance.

#### **SECTION 19. EFFECTIVE DATE**

This Ordinance shall be effective five (5) days after the enactment hereof.

**ENACTED AND ORDAINED** this 6<sup>th</sup> day of August 2018.

**ATTEST:**

**TOWNSHIP OF POCONO  
MONROE COUNTY**

---

**PAMELA TRIPUS**  
Township Secretary

---

**GERALD J. LASTOWSKI**  
President, Board of Commissioners

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2018 -10**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO,  
COUNTY OF MONROE, COMMONWEALTH OF  
PENNSYLVANIA, AMENDING ORDINANCE NO. 2014-01  
AND REPEALING ORDINANCE NOS. 2016-02 AND 2016-05,  
AND PROVIDING FOR THE CREATION OF THE OFFICE  
OF TOWNSHIP MANAGER AND ESTABLISHING THE  
POWERS AND THE DUTIES OF THE TOWNSHIP  
MANAGER.**

**WHEREAS**, the Board of Commissioners of Pocono Township, Pocono Township, Monroe County, Pennsylvania initially created the position of Township Manager with its enactment of Ordinance No. 2014-01; and

**WHEREAS**, the Board of Commissioners subsequently amended the duties of the Township Manager by and through the enactment of Ordinance No. 2016-02 and Ordinance No. 2016-05; and

**WHEREAS**, the Board of Commissioners desires to repeal Ordinance No. 2016-02 and Ordinance No. 2016-05; and

**WHEREAS**, the Board of Commissioners desire to clarify the establishment of the position of Township Manager and establishing the powers and duties of the Township Manager as originally established in Ordinance No. 2014-01 as set forth herein.

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

**SECTION 1. SHORT TITLE.** This Ordinance shall be known as the “Township Manager Ordinance of Pocono Township.”

**SECTION 2. CREATION AND AUTHORITY.** The office of the Township Manager is hereby created pursuant to the First Class Township Code, subject to the right of the Township, by ordinance, at any time to abolish such officer.

**SECTION 3. TERM OF OFFICE.** As soon as practicable after the enactment of this chapter, the Township Commissioners shall elect, by a majority vote of all its members, one person to fill the Office of Township Manager, who shall begin his or her term of office upon his or her appointment or as soon thereafter as possible, and he or she shall serve until the first Monday of January of the even-numbered year succeeding his or her appointment unless and until his successor is elected and qualifies. Said office shall be filled biennially thereafter. In case of a vacancy, the Commissioners shall fill said office by majority vote of all members. The Township Manager shall, however, be subject to removal at any time by a majority vote of all the members of the Board of Commissioners.

**SECTION 4. QUALIFICATIONS.** The Township Manager shall be chosen solely on the basis of his or her executive and administrative qualifications, with special reference to his or her actual experience in or his or her knowledge of accepted practices in respect to the duties of the office as herein outlined. The Township Manager need not be a resident of the Township or of the State of Pennsylvania at the time of his or her appointment, but should reside within close proximity so as to be available to the Township for the performance of unusual duties as well as emergency duties. No Commissioner shall be appointed as Township Manager during his or her term for which he or she shall have been elected nor within one year after the expiration of his or her term. The Township Manager shall have no interest in contracts of the Township, shall not be in debt to the Township and shall not at the time of his or her appointment be related to any of the Township Commissioners.

**SECTION 5. BOND AND SURETY.** Before entering upon his or her duties, the Township Manager shall give a bond to the Township with a bonding company as surety, in an amount as amended from time to time by resolution, conditioned for the faithful performance of his or her duties, premium for the said bond to be paid for by the Township of Pocono. The bond of the Township Manager may be included in, and the Manager may be bonded under and covered by the blanket bond now in force and effect for all Township employees in the aforesaid amount, as amended from time to time by resolution.

**SECTION 6. COMPENSATION.** The Township Manager shall receive such compensation as shall be fixed from time to time by resolution or through contract.

**SECTION 7. MANAGER AS CHIEF ADMINISTRATIVE OFFICER.** The Manager shall be the Chief Administrative Officer of the Township, and he or she shall be responsible to the Board of Commissioners as a whole for the proper and efficient administrations of the affairs of the Township. His or her powers and duties shall relate to the general management of all Township business not expressly by statute or ordinance imposed or conferred upon other Township officers.

**SECTION 8. POWERS AND DUTIES.** Subject to recall by ordinance, the powers and duties of the Manager shall include the following:

- A. He or she shall supervise and be responsible for the activities of all Township Departments, unless the Board of Commissioners shall have taken previous action to the contrary.
- B. He or she shall appoint and, when he or she shall deem it necessary for the good of the Township, shall suspend or discharge, all employees under his or her supervision; provided, nevertheless, that persons covered by the Civil Service provisions of the First Class Township Code shall be appointed, suspended or discharged in accordance with such provisions. Prior to appointing, suspending or discharging any employee, the Township Manager shall provide the Board of Commissioners with written notice of his or her intention to take such action, which notice shall include an independent, professional, written rationale therefor. Such notice shall be given to the Board of Commissioners not less than 48 hours in advance of a regular public meeting of the Board of Commissioners which is held prior to the Township Manager taking such action; provided, nevertheless, that the Township Manager may temporarily suspend any employee under his or her

supervision, with or without pay or other compensation, when he or she shall deem such temporary suspension necessary for the good of the Township, without providing prior notice to the Board of Commissioners. In the event of such temporary suspension, he or she shall notify the Board of Commissioners of the same and the reasons therefor, in writing, within 48 hours. In the event the Township Manager shall deem the creation of a new position of employment or the appointment of any additional employees to current positions of employment to be necessary for the good of the Township, he or she shall obtain the prior approval of the Board of Commissioners therefor; provided, nevertheless, that the selection of the person for such new position or of such additional employees shall be the responsibility of the Township Manager subject to the provisions of this subsection. No person shall be appointed by the Township Manager to fill any vacancy in any position of employment at a rate of pay which is more than 10% higher than that received by the previous employee holding such position without the prior approval of the Board of Commissioners.

- C. He or she shall prepare and submit to the Board of Commissioners before the close of the fiscal year or on such alternate date as the Board of Commissioners shall determine, but no later than September 30, a budget for the next fiscal year and an explanatory budget message. In preparing the budget, the Manager, or an officer designated by him or her, shall obtain from the head of each department, agency, board or officer, estimates and may revise them before submitting the budget to the Board of Commissioners.
- D. He or she shall be responsible for the administration of the budget after its adoption by the Board of Commissioners.
- E. He or she shall, under the direction of the Board of Commissioners, execute and enforce the nonpenal laws of the Commonwealth and nonpenal ordinances, resolutions and bylaws of the Township, and he shall establish necessary procedures and forms, violation notices and other documents.
- F. He or she shall attend all meetings of the Township Board of Commissioners and of its committees, with the right to take part in the discussion and he or she shall receive notice of all regular and special meetings of the Board of Commissioners and of its committees.
- G. He or she shall prepare the agenda for each meeting of the Board of Commissioners and supply facts pertinent thereto.
- H. He or she shall keep the Board of Commissioners informed as to the condition of the Township affairs, submit periodic reports on the condition of the Township finances and such other reports as the Board of Commissioners shall request and shall make such recommendations to the Board of Commissioners as he or she deems necessary.



- I. He or she shall submit to the Board of Commissioners, as soon as possible after the close of the fiscal year, a complete report on the financial and administrative activities of the Township for the preceding year.
- J. He or she shall see that the provisions of all franchises, leases, permits and privileges granted by the Township are observed.
- K. He or she may employ, by and with the approval of the Board of Commissioners, experts and consultants to perform work and to advise in connection with any of the functions of the Township.
- L. He or she shall attend to the letting of contracts in due form of law, and he or she shall supervise the performance and faithful execution of the same except insofar as such duties are expressly imposed upon some other Township officer by statute.
- M. He or she shall see that all money owed the Township is promptly paid and that proper proceedings are taken for the security and collection of all the Township's claims.
- N. He or she shall be purchasing officer of the Township and he or she shall purchase, in accordance with the provisions of the Township Code, all supplies and equipment for the various agencies, boards, departments and other offices of the Township. He or she shall have authority to make purchases without prior approval of the Board of Commissioners to the extent and within the limitations established from time to time by resolution of the Board of Commissioners and/or as established in the current year budget except as authorized by such resolution, shall make purchases only upon and with the prior approval of the Board of Commissioners. He or she shall keep an account of all purchases and shall, from time to time or when directed by the Board of Commissioners, make a full written report thereof. He or she shall also issue rules and regulations subject to approval of the Board of Commissioners governing the requisition and purchasing of all Township supplies and equipment.
- O. All complaints regarding services or personnel of the Township shall be referred to the Office of the Manager. He or she, or an officer designated by him or her, shall investigate and dispose of such complaints and the Manager shall report thereon to the Board of Commissioners, in writing.
- P. Assist citizens by informing them of Township rules and laws, explaining laws, explaining procedures, hearing complaints and either resolving them or referring them to the responsible official.
- Q. Periodically review existing job classifications and salary ranges of all Township employees and present recommendations for additions, changes or modifications to the Board of Commissioners.
- R. Be responsible for the annual review and evaluation of all Township employees and/or final review and evaluations delegated to others in supervisory positions. The Township Manager shall be responsible for the review and evaluation of

Township department heads and report findings to the Board of Commissioners for their information.

- S. Make recommendations to the Board of Commissioners on operations, policies, resolutions, ordinances, proclamations and other matters for the good of the Township.
- T. Work with the County, State and Federal Government on projects and obtaining financing and grants for the Township.
- U. Work with the Township Engineer and/or the Township Solicitor on Township matters as the need arises.
- V. He or she shall assist the Board of Commissioners in the preparation of short and long term planning for the Township.
- W. He or she shall manage, supervise, and oversee projects undertaken by the Township.
- X. He or she shall perform such other duties as may be required by the Board of Commissioners not inconsistent with the First Class Township Code, the law relating thereto and ordinances of the Township.

**SECTION 9. APPOINTMENT, SUSPENSION AND DISCHARGE OF TOWNSHIP EMPLOYEES; BOARD COMMUNICATIONS WITH TOWNSHIP EMPLOYEES.**

Neither the Board of Commissioners nor any of its members shall publicly or privately influence or attempt to influence the decision of the Township Manager relating to the appointment, suspension or discharge of any Township employee, except as may be necessary to ensure that the written employment policies of the Township and the requirements of law are duly complied with, request or require the Township Manager to interview or otherwise consider for appointment any specific employment applicant or otherwise exert influence to gain, or attempt to gain, preferential treatment on behalf of any such applicant or request or require the Township Manager to suspend or discharge any Township employee. For the purpose of assuring a clear line of administrative authority, neither the Board of Commissioners nor any of its members shall give orders or directives, publicly or privately, directly to any Township employee under the supervision of the Township Manager. All orders and directives of the Board of Commissioners shall be issued at a

duly convened public meeting and shall be given to the Township Manager for execution. While other communications between members of the Board of Commissioners and Township employees should ordinarily take place in the form of inquiry to the Township Manager for further communication to the heads of Township departments and from the heads of Township departments to subordinate employees, for reply by the Township Manager to the Board of Commissioners, the members of the Board of Commissioners shall have the right, for the purposes of inquiry and information exchange, to communicate with Township employees under the supervision of the Township Manager and such employees shall have the right to communicate with the members of the Board of Commissioners for such purposes. Any official action resulting from such communication shall be taken at a duly convened public meeting of the Board of Commissioners following reasonable notice to and receipt of independent, professional written recommendations from the Township Manager. In the event any member of the Board of Commissioners becomes aware of circumstances pursuant to which a Township employee may be suspended or discharged from his or her employment with the Township, such member shall not communicate with such employee with respect to such circumstances except at a duly convened meeting of the Board of Commissioners.

**SECTION 10. ABSENCE OR DISABILITY.** In case of illness or absence of the Manager from the Township, the Board of Commissioners shall designate the replacement who shall perform the duties of the Manager during his or her absence or disability.

**SECTION 11. SEVERABILITY; CONFLICT WITH OTHER PROVISIONS.** If any section, subsection or sentences, clause or phrase of this chapter is for any reason held invalid, such decision or decisions shall not affect the validity of the remaining portions of this chapter. All ordinances of the Township prescribing the duties of heads of departments shall remain in full force

and effect insofar as they do not conflict with the provisions of this chapter in which case the provisions of this chapter shall govern.

**SECTION 12. REPEALER.** Pocono Township Ordinance No. 2016-02 and Pocono Township Ordinance No. 2016-05 are hereby repealed. Said repeal to be effective upon the effective date of this Ordinance as set forth in Section 13.

**SECTION 13. EFFECTIVE DATE.** This Ordinance shall be effective five (5) days after enactment.

**ENACTED AND ORDAINED** this 6<sup>th</sup> day of August 2018.

**ATTEST:**

**TOWNSHIP OF POCONO  
MONROE COUNTY**

---

**PAMELA TRIPUS**  
Township Secretary

---

**GERALD J. LASTOWSKI**  
President, Board of Commissioners

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2018-11**

AN ORDINANCE OF POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
AMENDING THE POCONO TOWNSHIP POLICE PENSION PLAN TO REVISE THE  
DEFINITION OF COMPENSATION, TO REVISE THE POLICE PENSION COMMITTEE,  
AND TO APPOINT THE CHIEF ADMINISTRATIVE OFFICER

**WHEREAS**, Pocono Township enacted a Police Pension Plan Ordinance, Ordinance No. 33, which was amended in 2005 by Ordinance No. 115; and

**WHEREAS**, it is the desire of the Pocono Township Board of Commissioners to make certain technical amendments to the Pocono Township Police Pension Plan.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, to wit:

**SECTION I**

The portion of the definition of "Compensation" set forth in the first paragraph of Section 1.4 of the Pocono Township Police Pension Plan is hereby amended as follows:

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

**SECTION II**

Section 6.2 of the Pocono Township Police Pension Plan is hereby amended as follows:

"Police Pension Committee Members. The Police Pension Committee shall consist of the Board of Commissioners."

**SECTION III**

Section 6.4 of the Pocono Township Police Pension Plan is hereby amended as follows:

"Chief Administrative Officer. The Township Manager shall be the Chief Administrative Officer (CAO) of the Plan and shall have primary responsibility for the administration of the pension plan. The duties of the CAO shall be as follows:

- (a) Supervise and direct the preparation of actuarial reports;

- (b) Certify and file actuarial valuation reports with the Municipal Pension Reporting Program;
- (c) Make actuarial report information available to the plan members;
- (d) Annually, determine and submit to the Township Commissioners the financial requirements of the pension plan and minimum municipal obligation; and
- (e) Provide the Township Commissioners with a cost estimate of the effect of any proposed benefit plan modification.”

**ENACTED** and **ORDAINED** this 6<sup>th</sup> day of August, 2018.

ATTEST:

POCONO TOWNSHIP  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Pam Tripus  
Township Secretary

By: \_\_\_\_\_  
Gerald J. Lastowski, President

POCONO TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING MINUTES

JULY 16<sup>th</sup>, 2018 7:00 P.M.

**DRAFT**  
*Revised 7/24/2018*

The regular meeting of the Pocono Township Commissioners was held on Tuesday, 07/16/2018 at the Pocono Township Municipal Building, Tannersville, PA, and was opened by President Gerald Lastowski at 7:00 p.m., followed by the Pledge of Allegiance.

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

**IN ATTENDANCE:**

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

**PUBLIC COMMENT:** None

**ANNOUNCEMENTS:**

The Post Office Box was closed as of 07/01/2018.

An Executive Session was held on 07/09/2018 to discuss personnel.

An Executive Session was held on 07/16/2018 to discuss personnel and litigation.

**HEARINGS -**

Donna Kenderdine, Court Reporter, in attendance.

Ordinance 2018-05 amending Ordinance 110, Zoning Ordinance - J. Lastowski opened the hearing. L. DeVito, Twp. Solicitor, explained the amendments. J. Lastowski opened the hearing to public comment. Hearing none.

J. Lastowski made a motion, seconded by B. DeYoung, to close the hearing for Ordinance 2018-05. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

B. DeYoung made a motion, seconded by R. Wielebinski, to adopt Ordinance 2018-05 - Amending Ordinance 110 - Zoning Ordinance. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Ordinance 2018-06 - amending Ordinance 77 - SALDO - J. Lastowski opened the hearing. L. DeVito, Twp. Solicitor, explained the amendment. J. Lastowski opened the hearing to public comment. Hearing none. J. Lastowski made a motion, seconded by R. Wielebinski, to close the hearing for Ordinance 2018-05. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski made a motion, seconded by J. Belvin, to adopt Ordinance 2018-06 - Amending Ordinance 77 - SALDO. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.



**HEARINGS CONT:**

Ordinance 2018-07 - Medical Marijuana - J. Lastowski opened the hearing. L. DeVito, Twp. Solicitor, explained the ordinance. J. Lastowski opened the hearing to public comment. Hearing none. R. Wielebinski made a motion, seconded by J. Lastowski, to close the hearing for Ordinance 2018-07 - Medical Marijuana. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by B. DeYoung, to adopt Ordinance 2018-07 -Amending Ordinance 110 - to provide for the establishment and regulation of medical marijuana facilities and repealing all ordinances inconsistent herewith. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**PRESENTATIONS:**

Spirit of Swiftwater - Flag Lot - Gary Fitch, Empire Professional Management, and Rudolf Wolff, P.L.S. Keystone Consulting Engineers, represented the plan. R. Wolff explained the plan subdivides the two projects. J. Tresslar noted he agreed with the request and flag lots are permitted under the SALDO, if the Board of Commissioners approve. Discussion followed on the approved HOP and projects. Ron Swink, PC Chairman, noted the PC was in favor to the request. R. Wielebinski made a motion, seconded by J. Belvin, to grant the request of the Spirit of Swiftwater approving the subdivision as it meets the definition of a flag lot. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**OLD BUSINESS:**Minutes:

J. Lastowski made a motion, seconded by B. DeYoung, to approve the minutes of the 07/02/2018 Board of Commissioners. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski made a motion, seconded by R. Wielebinski, to approve the minutes of the 07/09/2018 Work session. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**NEW BUSINESS:**Personnel:

Public Works Hiring - D. Asure, Twp. Manager, explained 25 applicants applied, 16 candidates were interviewed, and after interviews, three candidates were being recommended for hiring.

R. Wielebinski made a motion, seconded by J. Lastowski, to approve the hiring of Mitch Bartholomew, Kevin Lauer, and Steve Duryea for the Public Works Department contingent upon positive reference checks and passing the pre-employment drug and alcohol tests, effective 08/01/2018 with a starting salary of \$18.20 as required by the Public Works Collective Bargaining Agreement. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**NEW BUSINESS CONT:**Financial Transactions:

DRAFT

2<sup>nd</sup> Quarter Fiscal Report - Frank Cefali, Twp. Treasurer, gave the 2<sup>nd</sup> Quarter Fiscal report noting the Township was in compliance with the budget. J. Lastowski thanked Frank Cefali, Paula Razzaq, and Donna Asure, for their work. D. Asure, Twp. Manager, noted P. Razzaq has been working with the Twp. Insurance company to confirm sewer costs - Pollution insurance, etc. - to reimburse the general fund.

Ratify Vouchers Payable

J. Belvin made a motion, seconded by B. DeYoung, to ratify vouchers payables received through 07/13/2018 in the amount of \$1,820.15. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Ratify Gross Payroll

J. Lastowski made a motion, seconded by R. Wielebinski, to ratify gross payroll for pay period ending 07/01/2018 in the amount of \$80,445.44. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Vouchers Payable

J. Lastowski made a motion, seconded by R. Wielebinski, to approve vouchers payable received through 07/13/2018 in the amount of \$173,933.37. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Capital Expenditures

J. Lastowski made a motion, seconded by R. Wielebinski, to approve capital expenditures received through 07/13/2018 in the amount of \$36,192.27. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Travel/Training Authorization - None**REPORT OF THE PRESIDENT:**

Fire Incident - 07/11/2018 Rt. 611 and Warner Road - J. Lastowski, President, acknowledged the volunteers of the Pocono Township Fire Department and Emergency Services for their quick actions during the recent tanker truck fire on Rt. 611. He noted the Township owes a debt of gratitude for the volunteers' quick action, which prevented a disaster from happening.

Green-Light-Go Grant - J. Lastowski noted the Green-Light-Go Grant was approved for \$359,658.00 to install an adaptive traffic signal system at seven intersections along Rt. 611 and Rt. 715. Discussion followed.

**COMMISSIONERS COMMENTS:**

Robert DeYoung, Vice President - No report

DRAFT

Harold Werkheiser, Commissioner - Absent

Richard Wielebinski, Commissioner

PMA - Sewer Consulting Services - R. Wielebinski explained PMA has been working for the Township without a contract.

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Township Solicitor to create a contract between Pocono Township and PMA (Patrick Briegel - Pocono Management Associates, LLC) until 12/31/2019, for sewer consulting services. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Jerrod Belvin, Commissioner

Four cameras for Mt. View Park - J. Belvin noted the additions of cameras at Mt. View Park is part of Township's commitment to the safety of residents and visitors whom use the park.

J. Belvin made a motion, seconded by R. Wielebinski, to approve the quote provided by ARGS Technology to purchase and install four cameras at Mountain View Park at a cost of \$5,814.12 to be paid from the capital reserve fund. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

UCC & State Requirements - Fire suppression requirements - J. Belvin explained with the change of the State law allowing firework sales to Pennsylvania resident, he would like to see the Township take steps to assure the safety of those facilities, which sell fireworks by requiring UCC & State regulation on fire suppression systems. Discussion followed on fire suppression criteria for new and existing facilities.

J. Belvin made a motion, seconded by R. Wielebinski, to authorize the Township Solicitor, Zoning Officer, Chief of Police, and Township Manager to draft an updated Firework's ordinance including any UCC & State requirements for fire suppression systems in Firework stores. Should no UCC fire suppression requirements exist, authorize the inclusion of such requirements in the updated ordinance. B. DeYoung questioned tent firework sales. Discussion followed on limits of times allowed verses type of display. Michael Tripus, Zoning Officer, noted the State adopted new guidelines and UCC requirements will be required for all fireworks stores. J. Lastowski opened the meeting to public comment. Hearing none. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

1563 Sullivan Trail - J. Belvin explained a complaint was made concerning a dangerous structure at 1563 Sullivan Trail. M. Tripus, Zoning Officer, noted the property was cited numerous times. Discussion followed. J. Lastowski opened the meeting to public comment. Hearing none

J. Belvin made a motion, seconded by R. Wielebinski, to authorize the Twp. Zoning Officer to conduct an investigation at 1563 Sullivan Trail for possible dangerous structures violations due to complaints received. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

DRAFT

Electronic Device Ordinance - J. Belvin explained it is for regulating the electronic devices such as small gambling machines, jute boxes, etc. J. Belvin made a motion, seconded by R. Wielebinski, to authorize the Twp. Solicitor to develop a draft electronic device ordinance for review and discussion by the Board of Commissioners. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**REPORTS:**

**EMERGENCY SERVICES:**

Police - Kent Werkheiser, Chief of Police, thanked all volunteers from Pocono Township Volunteer Fire Company, Jackson Township Volunteer Fire Company and Blue Ridge Volunteer Fire Company, who assisted with the tanker fire. He gave his report for June. J. Belvin asked about the License Plate Readers. K. Werkheiser noted they have started using the LPRs with success.

EMS-Rodney Wolfe gave the June report for St. Luke's Ambulance. He noted subscriptions renewals were mailed. He thanked the Board for the donation of the car.

Fire - J. Lastowski noted the Pocono Township Fire Company's carnival runs until July 21<sup>st</sup>.

Park Board Jennifer Fisher, Secretary of the Park Board, reported on the events and pavilion rentals for Mt. View Park. She noted the Park Board is working on short and long term goals. J. Lastowski thanked the Park Board.

Finance Committee - No report.

**ADMINISTRATION - MANAGER'S REPORT**

Playground Pros - D. Asure noted additional site work is required. J. Lastowski made a motion, seconded by J. Belvin, to revise the motion made on 04/30/2018 Board of Commissioners meeting, awarding the quote for rubberized flooring at Mountain View Park, to Playground Pros, originally quoted and approved at \$12,375.00 and revised to \$14,275.00 due to additional necessary site work, and still as the lowest of quotes received. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

MetroAlert License - D. Asure explained Police Chief K. Werkheiser has requested the additional licenses. Discussion followed. J. Belvin made a motion, seconded by R. Wielebinski, to approve the request by Chief Werkheiser for the purchase of three additional MetroAlert licenses at a cost of \$5,006.85, which will also increase the annual maintenance agreement cost by \$810.00 to approximately \$3,476.02. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**MANAGERS' REPORT CONT:**

Correction to Car identified for Municibid - D. Asure, Twp. Manager noted a correction to the year of the Police car authorized to be sold on Municibid. It was incorrectly identified as a 2013 Ford Taurus and is 2014 Ford Taurus. J. Lastowski opened the meeting to public comment. Hearing none. J. Lastowski made a motion, seconded by R. Wielebinski, to correct the motion to authorize the sale of a 2014 Ford Taurus. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Comprehensive Plan - D. Asure noted she is working on a meeting with MCPC to discuss.

**PUBLIC WORKS REPORT:**

Paving Project Update - D. Asure, Twp. Manager, updated the Board on the progress.

Truck Update - D. Asure noted the Truck is expected to be delivered by the fall.

**TOWNSHIP ENGINEER REPORT**

Status Report on Sewer Redesign - J. Tresslar, Twp. Engineer, they are waiting for the fence around Valve Station #1. L. DeVito, Twp. Solicitor, explained he is working with Stroud Township on their updated fence ordinance.

Route 611 Sewer Line Relocation Work Update - J. Tresslar, Twp. Engineer, explained they met with UGI and UGI has agreed to move their line away from the Township's sewer line. He explained UGI is extending their line from the School down. J. Lastowski questioned the UGI proposed extension up Upper Swiftwater Road to the Pocono Township line. J. Tresslar will confirm.

Sanofi Sanitary Sewer Easement - No report.

Enclosure for Valve Station #5 - J. Tresslar, Twp. Engineer, explained the bids for both the stick built and prefab were high.

Update on White Oak Culvert replacement project - J. Tresslar, Twp. Engineer, waiting for DEP.

Update Fish Hill Road Storm System Notice of Violation from MCCD - J. Tresslar, Twp. Engineer, explained it took additional time to clean out the drainage system. He will meet with the Monroe County Conservation District to discuss the project. R. Wielebinski questioned if they will clean out the Learn Road drains. Discussion followed. D. Asure, Twp. Manager, explained the cost was above the original estimate. J. Lastowski requested an itemized invoice for the cost of Fish Hill cleanout of the drainage.



**TWP ENGINEER REPORT - FISH HILL CONT:**

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Twp. Engineer to obtain a quote for cleaning Learn Road drainage. Discussion followed on improving the maintenance on the Township drainage systems. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Update on grant for right hand turn lanes from Rt. 611 onto Rimrock and Bartonsville Ave. J. Tresslar, Twp. Engineer, spoke to PA State Senator Mario Scavello and they are requesting an actual construction cost for the grant request.

Bids for Pump Station #5 Enclosures - J. Tresslar, Twp. Engineer, in his letter dated 07/16/2018 recommended rejection of both bids. J. Lastowski opened the meeting to public comment. Hearing none

J. Lastowski made a motion, seconded by J. Belvin, to reject all bids received for the screw screen cover for PS#5. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

J. Lastowski requested J. Tresslar to inspect the sidewalk at TLC.

**TOWNSHIP SOLICITOR REPORT**

Update on Exxon Monitoring Wells - L. DeVito, Twp. Solicitor explained they have not contacted him.

2990 Route 611 - Dangerous Structure - L. DeVito, Twp. Solicitor explained due to a technicality it was withdrawn. He requested the Board authorize the Zoning Officer to investigate.

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Twp. Zoning Officer to investigate 2990 Rt. 611 (Tax ID: 12/8/2/75) for possible dangerous structure violations. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Michael Tripus, Zoning Officer, updated the Board on the progress of the dangerous structures. He noted Lot 1 Swiftwater has been removed, demo permits were issued for 2765 Rt. 611 and 2975 Bartonsville Ave., and the structures on Shine Hill Road were removed.

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Twp. Zoning Officer to investigate 1923 Rt. 611, Swiftwater for possible dangerous structure violations. J. Lastowski opened the meeting to public comment. Hearing none. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Werkheiser Settlement Agreement - L. DeVito, Twp. Solicitor, explained the settlement agreement is the first step in resolving all three of the Harold Werkheiser claims. He noted it will not include any exchange of funds.

DRAFT

J. Lastowski made a motion, seconded by R. Wielebinski, to approve the Settlement Agreement and full and final release of all claims with Harold Werkheiser and authorize the President of the Board of Commissioners to execute the necessary documents. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**PUBLIC COMMENT:** None

**ADJOURNMENT:**

J. Lastowski made a motion, seconded by R. Wielebinski, to adjourn the meeting at 8:45 p.m. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

**Pocono Township Board of Commissioners  
Special Meeting Minutes  
July 20, 2018 8:00am**

President Lastowski called the meeting to order at 8:00am with the Pledge of Allegiance.

**Roll call** conducted by Township Manager –

Commissioner Werkheiser – Absent

Commissioner Wielebinski - Present

President Lastowski – Present

Vice-President DeYoung – Present

Commissioner Belvin – Present

**Public Comment** – no public comment received

**Announcements** – no announcements

**MOTION** by Commissioner Belvin, seconded by Commissioner Wielebinski to approve the fire work application of the Pocono Township Volunteer Fire Company, to conduct a fire work display on Friday, July 20, 2018 with rain date of Saturday, July 21, 2018 at 9:30pm at St. Paul's Lutheran church, waiving the 30 day advance application requirement and waiving the \$100 application fee.

All in favor  
Motion Carried

**MOTION** by Commissioner Wielebinski, seconded by Commissioner Belvin, to approve the Pocono Township Community Day to be held on Sunday, September 9, 2018 from 11am to 4pm at the municipal complex and to authorize the township manager to coordinate and organize all aspects of the day.

All in favor  
Motion Carried

**Public Comment** – no public comment received

**MOTION** by Commissioner Lastowski, seconded by Commissioner Wielebinski to adjourn the meeting at 8:04am.

All in favor  
Motion carried

Respectfully submitted,

\_\_\_\_\_  
Donna M. Asure  
Township Manager



**Pocono Township Board of Commissioners  
Special Meeting Minutes  
July 30, 2018 7:00am**

President Lastowski called the meeting to order at 7:00am with the Pledge of Allegiance.

**Roll call** conducted by Township Manager –  
Commissioner Werkheiser – Absent  
Commissioner Wielebinski - Present  
President Lastowski – Present  
Vice-President DeYoung – Present  
Commissioner Belvin – Present

**Public Comment** – no public comment received

**Announcements** – no announcements

**MOTION** by Commissioner Lastowski, seconded by Commissioner Belvin to authorize the township solicitor to work with the zoning officer and township manager to prepare an amendment to the sign ordinance dealing with temporary signs due to construction and any other amendment that may be found necessary during this process.

Under discussion it was noted that this amendment needs to address construction issues of longer than seven (7) days.

All in favor  
Motion Carried

**MOTION** by Commissioner DeYoung, seconded by Commissioner Lastowski, to approve Resolution 2018-47 for the destruction of township records pursuant to the Township's Record Retention Policy and as listed in Appendix D (attached to resolution).

All in favor  
Motion Carried

**MOTION** by Commissioner Belvin, seconded by Commissioner Wielebinski, to authorize the township solicitor to draft and send a letter to the State Ethics Commission concerning the status of Commissioner Werkheiser's position as a Commissioner and to copy Governor Wolfe, Representative Rader and Senator Scavello.

Under discussion it was noted that Commissioner Lastowski had attempted to contact Commissioner Werkheiser twice to speak to him concerning this issue. Messages have been left requesting that he return as a Commissioner but there has been no response. Commissioner Werkheiser was copied on all emails sent from the township on this subject.

All in favor  
Motion Carried

**Public Comment** – no public comment received

**MOTION** by Commissioner Lastowski, seconded by Commissioner Belvin and carried to adjourn the meeting at 7:05am.

All in favor  
Motion carried

Respectfully submitted,

\_\_\_\_\_  
Donna M. Asure  
Township Manager

**POCONO TOWNSHIP**  
**Monday, August 06, 2018**

## **SUMMARY**

**Ratify**

General Fund	\$	206,503.76
Sewer Operating	\$	84,616.60
Sewer Construction	\$	-
Capital Reserve	\$	-

**Bill List**

TOTAL General Fund	\$	76,177.56
TOTAL Sewer <u>OPERATING</u> Fund	\$	21,184.25
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	2,355.12
TOTAL Capital Reserve Fund	\$	-

<b><u>Budget Adjustments</u></b>	\$	-
----------------------------------	----	---

<b><u>Budget Appropriations</u></b>	\$	-
-------------------------------------	----	---

**Notes:**

Check # 57336 replaces chk # 56882 approved on March 2018. Original check was lost.

# POCONO TOWNSHIP CHECK LISTING

## RATIFY

Monday, August 06, 2018

General Fund	Date	Check	Vendor	Memo	Amount
Payroll	07/06/2018			Pay 14 ending 7/15/2018	104,955.55
	08/01/2018			Pay 15 ending 7/29/2018	90,059.94
				<b>TOTAL PAYROLL</b>	<b>\$195,015.49</b>
General Expenditures					
	7/16/2018	57329	Christopher Staples	Tax reimbursement -- settlement	7,599.80
	7/19/2018	57300	AFLAC	Supplemental Insurance	291.26
	7/19/2018	57331	Claude S. Cyphers	Shop supplies	159.60
	7/19/2018	57332	Francis Smith & Sons Inc	POCOT1	703.68
	7/19/2018	57333	Verizon Wireless	Department cell phones, Ipads, and MDT's	677.71
	7/19/2018	57334	JAR Entertainment	Community Day/Transformers deposit	950.00
	7/23/2018	57335	Verizon Wireless	Cell Phones Township	350.88
	7/30/2018	57337	Pocono Record	Advertising (ratified to avoid 1.5% late fee)	755.34
				<b>TOTAL General Fund Bills</b>	<b>\$ 11,488.27</b>
Sewer Operating Fund					
	7/19/2018	1001	Blue Ridge Communications	Phone/Internet pump station 5	60.36
	7/19/2018	1002	BCRA	Sewer services August 2018	84,015.00
	7/19/2018	1003	Verizon	Sewer modern connections	36.72
	7/23/2018	1004	Verizon	Sewer modern connections	120.24
	7/30/2018	1005	Blue Ridge Communications	Phone/Internet pump station 5	120.72
	7/30/2018	1006	Met-ed	Pump stations utilities	227.69
	7/30/2018	1007	Pocono Record	Advertising (ratified to avoid 1.5% late fee)	35.87
				<b>\$</b>	<b>\$ 84,616.60</b>
Sewer Construction Fund					
Capital Reserve				<b>TOTAL Sewer Construction Fund</b>	<b>\$ -</b>
				<b>TOTAL Capital Reserve Fund</b>	<b>\$ -</b>
TOTAL General Fund					
TOTAL Sewer Operating				206,503.76 Transferred by:	
TOTAL Sewer Construction				84,616.60	
Total Capital Reserve				-	
				-	
				<b>\$</b>	<b>\$</b>
				<b>291,120.36</b> Authorized by:	

# POCONO TOWNSHIP CHECK LISTING

## Monday, August 06, 2018

General Fund		<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
	08/01/2018	57338	Aspen Pest Services, LLC	Pest control	\$	88.00
	08/01/2018	57339	Best Auto Service Center	Vehicle Repair - Police	\$	373.75
	08/01/2018	57340	Beyer-Barber Company	Preparation for Resolution	\$	300.00
	08/01/2018	57341	Boucher & James, Inc.	Engineering - Twp	\$	3,139.30
	08/01/2018	57342	Cefali and Associates PC	Treasurer's services	\$	525.00
	08/01/2018	57343	D.G. Nicholas Co.	Parts and Supplies	\$	257.82
	08/01/2018	57344	Davidheiser's Inc.	Calibrate 4 Tracker Units	\$	112.00
	08/01/2018	57345	DES	Recycling	\$	24.00
	08/01/2018	57346	Donna Kenderdine Reporting	Court Reporter	\$	341.00
	08/01/2018	57347	Eric A. Moses Co.	Safety gloves	\$	78.00
	08/01/2018	57348	Eureka Stone Quarry, Inc.	Stone and 9.5	\$	3,689.40
	08/01/2018	57349	Fuller Paper Company	Garbage Bags - Park	\$	220.87
	08/01/2018	57350	GFOA	Membership - Bookkeeper	\$	190.00
	08/01/2018	57351	Gotta Go Potties, Inc	Portable Toilets - Park	\$	300.00
	08/01/2018	57352	Hartmann Electrical Contracting , Inc.	Pavilion #2 Electric Panel	\$	80.00
	08/01/2018	57353	Highmark Inc.	Spending Account	\$	362.78
	08/01/2018	57354	J & Z Professional Services LLC	Cleaning - Twp/Police/Maint	\$	947.50
	08/01/2018	57355	J. P. Mascaro & Sons	Garbage - Twp/Park	\$	456.19
	08/01/2018	57356	Medico Industries, Inc.	Truck Parts	\$	351.45
	08/01/2018	57357	PAPCO, Inc.	Deisel/Gasoline	\$	5,832.52
	08/01/2018	57358	PENTELEDATA	Internet - Park/Twp/Police	\$	510.03
	08/01/2018	57359	PPL Electric Utilities	Traffic Signal/Alger Parking lot	\$	57.82
	08/01/2018	57360	Praxair Dist Mid-Atlantic	Cylinder rental	\$	25.15
	08/01/2018	57361	Reserve Account	Postage	\$	2,000.00
	08/01/2018	57362	RR Donnelley	Traffic Citations	\$	39.80
	08/01/2018	57363	Staples Credit Plan	Office Supplies - Police	\$	205.22
	08/01/2018	57364	Starr Uniform Center	Equipment - Kuehner	\$	1,078.21
	08/01/2018	57365	Steele's Hardware	Park Supplies	\$	141.44

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
08/01/2018	57366	Stephenson Equipment, Inc.	Mower parts	\$ 747.45
08/01/2018	57367	Stroudsburg Electric Motor Service	Park repair	\$ 32.00
08/01/2018	57368	Tulpehocken Mountain Spring Water Inc	Water	\$ 56.70
08/01/2018	57369	UNIFIRST Corporation	Carpets/Uniforms	\$ 200.97
08/01/2018	57370	Prosser Laboratories, Inc.	Mt. View water testing	\$ 60.00
08/01/2018	57371	Steele's Hardware	Supplies - Park/Twp/Police	\$ 271.66
08/01/2018	57372	Engle-Hambright & Davies, Inc.	Treasurer's Bond	\$ 7,280.00
08/01/2018	57373	J & B Auto	#95 Oil change	\$ 71.55
08/02/2018	57374	Site2	Computer back-up service	\$ 310.00
08/02/2018	57375	APMM	VOID	\$ -
08/02/2018	57376	ARGS Technology, LLC	IT Services - Township	\$ 2,660.19
08/02/2018	57377	ARGS Technology, LLC	IT Police Services	\$ 1,500.00
08/02/2018	57378	Lawrence B. Fox P.C.	Civil Service Legal	\$ 975.00
08/03/2018	57379	Staples Business Credit	Office Supplies - Twp	\$ 570.78
08/03/2018	57380	BIU of PA, Inc.	ZO Services	\$ 2,160.00
08/03/2018	57381	D.G. Nicholas Co.	Vehicle Supplies	\$ 9.48
08/03/2018	57382	Medico Industries, Inc.	Parts - Trucks	\$ 102.00
08/03/2018	57383	Nationwide	July Contribution 457 plan	\$ 5,713.06
08/03/2018	57384	Environmental Service Corp	Contracted services Fish Hill Road	\$ 22,600.00
08/03/2018	57385	Metlife	Non Police pension July contribution	\$ 3,918.53
08/03/2018	57386	US Bank	Police pension July contribution	\$ 5,210.94
<b>TOTAL General Fund</b>				<b>\$ 76,177.56</b>

**Sewer Operating Fund**

08/03/2018	1009	EEMA O&M	SEWER O&M JULY 2018	\$ 6,554.90
08/03/2018	1010	JP MASCARO	WASTE REMOVAL SEWER STATIONS	\$ 94.50
08/03/2018	1012	PENTELEDATA	INTERNET CONNECTION PUMP STATIONS	\$ 299.75
08/03/2018	1013	POCONO MANAGEMENT & ASSOCIATES	CONTRACTED SERVICES 7/16-7/29/2018	\$ 1,713.55
08/03/2018	1014	POCONO TOWNSHIP	SEWER ADMIN SERVICES JULY 2018	\$ 1,068.69
08/03/2018	1016	BOUCHER & JAMES	ENGINEERING SERVICES -- SEWER	\$ 8,642.63
08/03/2018	1017	WANT TO INC	SEWER REPAIRS 6/19, 20, 21 2018	\$ 2,725.00
08/03/2018	1018	GRAINER	PUMP REPAIR SUPPLIES	\$ 85.23
<b>TOTAL Sewer Operating</b>				<b>\$ 21,184.25</b>

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
<b>Sewer Construction Fund</b>				
08/03/2018	269	BOUCHER & JAMES	ENGINEERING SERVICES -- SEWER CONSTRUCTION	\$ 2,355.12
<b>TOTAL Sewer Construction Fund</b>				<b>\$ 2,355.12</b>

**Capital Reserve Fund**

<b>ESSA</b>				
TOTAL General Fund	\$	76,177.56		
TOTAL Sewer Construction Fund	\$	2,355.12	Authorized by:	
Sewer Operating	\$	21,184.25		
Capital Reserve	\$	-		
TOTAL ESSA TRANSFER	\$	99,716.93	Transferred by:	
<b>TOTAL Capital Reserve Fund</b>				<b>\$ -</b>

## COMMONWEALTH FINANCING AUTHORITY (CFA) PAYMENT REQUEST FORM

Payor: **Commonwealth Financing Authority/DCED**  
**Commonwealth Keystone Building**  
**400 North Street, Fourth Floor**  
**Harrisburg, Pennsylvania 17120-0225**

Date Prepared: 7/23/2018

Grantee/Borrower: **POCONO TOWNSHIP**  
 Address: **P.O. Box 197**  
**Tannersville, PA 18372**

REIMBURSEMENT # 2

CONTRACT# C000067112

VENDOR/DESCRIPTION	STATUS	AMOUNT
P+D Emergency Services / Upfit		\$ 17,643.00
Advanced Collision / Paint - 2 units		\$ 1,959.60
Watchguard Video / 2 Bodycam + software		\$ 2,370.00
Davidheiser's / 2 tracker cables + brackets		\$ 118.00
Stopstick LTD / Stopstick, 2 mounting trays		\$ 587.00
<b>TOTAL</b>		<b>\$ 22,677.60</b>

Pursuant to the Grant Agreement between the above Grantee and the Commonwealth Financing Authority (CFA), we certify the obligations named herein were actually incurred, in accordance with the approved Local Share Account Program project. Details of costs incurred, in the amount of \$ 22,677.60, are herewith provided to the Commonwealth Financing Authority (CFA). We further certify that information contained hereon is subject to penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Grantee Signature \_\_\_\_\_  
 AUTHORIZED OFFICIAL and TITLE

Grantee Signature \_\_\_\_\_  
 AUTHORIZED OFFICIAL and TITLE

**Payment Method:**

Check: ☒  
 Wire: ☐

**Please complete the following (wire transactions only):**

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Routing No. \_\_\_\_\_

Account No. \_\_\_\_\_

Bank Account Name: \_\_\_\_\_



# POCONO TOWNSHIP

[www.poconopa.gov](http://www.poconopa.gov)

---

## REQUEST FOR PROPOSAL FOR MUNICIPAL GENERAL ENGINEER SERVICES FOR 2018

---

Pocono Township, Monroe County, PA is seeking proposals for its professional engineer services related to its general and land use matters for the Township. Pocono Township is a First-Class Township with a five member Board of Commissioners and a population of approximately 11,000 residents.

Pocono Township spent approximately \$50,000 on general engineer services in 2017 and is anticipated to spend approximately \$60,000 in 2018. Land development professional services account escrows currently total approximately \$330,000

Selected firm will provide typical municipal engineering services including, but not limited to, review of subdivision and land development applications, construction inspections, preparation of escrow releases, design bid specifications and construction inspection of select municipal projects, project design for Township initiated road, stormwater, park, and other miscellaneous projects as requested by the Township, and NPDES compliance including preparation of annual MS4 reporting.

Attendance is required at Board of Supervisors meetings (first and third Monday of every month) and Planning Commission meetings (second and fourth Monday of every month).

Proposals should include the following:

1. General billing rate per hour, municipality billing rate per hour, and retainer rate, if applicable. Please include rates by position if applicable. If a retainer rate is included, please provide a description of what work falls under that charge.
2. Summary of Municipal Experience
3. References from existing clients
4. Information on proposed individuals who will be assigned to the account
5. Disclosure of any known or potential conflicts.

Proposals are due to the Township by close of business August 31, 2018. Proposals can be mailed, emailed or dropped off at the Township Building.

Pocono Township  
Attn: Township Manager  
112 Township Drive  
Tannersville, PA 18372  
[dasure@poconopa.gov](mailto:dasure@poconopa.gov)



## R16.05 Sergeant of Detectives

### **Purpose**

The purpose of this policy is to establish Detective, Sergeant Job Description, which outlines the functions of the position to guide the officer in the realization of the goals of the Department.

### **Policy**

It is the policy of the Pocono Township Police Department that all Detective Sergeant's know the scope and limits of the job of Detective Sergeant, in accordance with section R 16.05, of the departments Standard Operating Policy.

### **Procedures**

#### **A. NATURE OF WORK**

The Detective Sergeant, exercises immediate supervision over a small group of criminal investigators and performs responsible investigative work; prevents the violation of statutes and ordinances, investigates and suppresses crime disorders; investigates complaints in the protection of life and property throughout the Pocono Township's Police Department's jurisdiction and performs related work as required. A Detective Sergeant may be assigned to law enforcement work, investigating crimes and performing related assignments in plain clothes. Work may involve the supervision of special units performed under supervision of a superior officer. Detective Sergeants must exercise judgment in completing assignments and following procedures. Specific instructions are given when exceptional problems arise. The tasks described under the heading "Essential Duties and Responsibilities" described hereafter are deemed by the Department to be "essential functions" of the position, which must be performed as a "business necessity" of the Department. The "essential duties" identified will consume nearly all of the time devoted to the job by the police officer. The failure to perform these tasks could directly or indirectly lead to a failure of the system resulting in a "direct threat" to other members of the Department or the citizens of the communities, we serve.

#### **B. ESSENTIAL DUTIES & RESPONSIBILITIES** include but are not limited to the following:

1. The Detective Sergeant, is the frontline supervisor of the Detective Department, and is responsible to the Chief of Police or his designee.

2. The Detective Sergeant shall seek to achieve the Department's goals through the performance of subordinate personnel and perform the duties of a police officer, when necessary for the protection of life and property.
  3. The Detective Sergeant shall provide subordinate personnel with instruction and coaching in the interpretation and implementation of Department policy, procedures, and directives.
  4. As the shift supervisor, at the beginning of each tour of duty, the Detective Sergeant shall; Be briefed on the activity of the day, relay prior shift information and investigative activity, inspect the general appearance of individual criminal investigators and instruct them as to their assignments and activity.
  5. When any member or employee fails to report for duty or has reported late, the Detective Sergeant shall ascertain the cause and take reasonable action consistent with circumstances and Departmental Orders and Policies.
  6. Responsible for all property found or recovered by the investigative shift until such time as it may be processed into the property storage. Any property received shall be accompanied by an inventory report, reviewed by the Detective Sergeant to assure all items are accounted for.
  7. Insure that property taken from prisoners is inventoried and secured. Upon such property, the prisoner's signature shall be obtained acknowledging return of the property. When a discrepancy occurs in money or valuable, the Chief of Police or his Designee shall be notified in writing of all circumstances surrounding the incident and investigative efforts initiated to resolve such discrepancies.
  8. Responsible for the treatment received by prisoners. Consistent with applicable Order/Policies while in the custody of the Department. Under no circumstances shall unnecessary force be used in managing a prisoner or the violation of any rights afforded the individual. The Detective Sergeant shall visit or cause to be visited all persons in custody at reasonable intervals during their tour of duty to assure their well-being. The Detective Sergeant shall not permit the confinement of any sick or unconscious person and insure that they receive proper medical attention.
  9. The Detective Sergeant shall personally respond to emergencies and other unusual occurrences and coordinate with patrol supervision as to whom will be responsible for overall supervision. When more than one incident occurs or multiple tasks are pressing at the same time the Detective Sergeant shall initiate such action as may be required to insure proper on scene supervision and coordination will occur.
- C. The Detective Sergeant shall thoroughly assess and evaluate the qualifications and performance of the members and employees of the Department under their supervision. The Detective Sergeant shall immediately and impartially report to the

Chief of Police or his Designee all cases of misconduct, area of concern or neglect of duty observed or coming to their attention involving any employee of the Department duty.

1. The Detective Sergeant shall seek to achieve the Department's goals through the performance of subordinate personnel and perform the duties of a police officer, when necessary for the protection of life and property.
2. The Detective Sergeant shall provide subordinate personnel with instruction and coaching in the interpretation and implementation of Department policy, procedures, and directives.
3. As the shift supervisor, at the beginning of each tour of duty, the Sergeant shall; Be briefed on the activity of the day, relay prior shift information and investigative activity, inspect the general appearance of individual criminal investigators and instruct them as to their assignments and activity.
4. When any member or employee fails to report for duty or has reported late, the Detective Sergeant shall ascertain the cause and take reasonable action consistent with circumstances and Departmental Orders and Policies.
5. Responsible for all property found or recovered by the investigative shift until such time as it may be processed into the property storage. Any property received shall be accompanied by an inventory report, reviewed by the Detective Sergeant to assure all items are accounted for.
6. Insure that property taken from prisoners is inventoried and secured. Upon returning such property, the prisoner's signature shall be obtained acknowledging return of the property. When a discrepancy occurs in money or valuable, the Chief of Police or his Designee shall be notified in writing of all circumstances surrounding the incident and investigative efforts initiated to resolve such discrepancies.
7. Responsible for the treatment received by prisoners. Consistent with applicable Order/Policies while in the custody of the Department. Under no circumstances shall unnecessary force be used in managing a prisoner or the violation of any rights afforded the individual. The Detective Sergeant shall visit or cause to be visited all persons in custody at reasonable intervals during their tour of duty to assure their well-being. The Detective Sergeant shall not permit the confinement of any sick or unconscious person and insure that they receive proper medical attention.
8. The Detective Sergeant shall personally respond to emergencies and other unusual occurrences and coordinate with patrol supervision as to whom will be responsible for overall supervision. When more than one incident occurs or multiple tasks are pressing at the same time the Detective Sergeant shall initiate

such action as may be required to insure proper on scene supervision and coordination will occur.

9. The Detective Sergeant shall thoroughly assess and evaluate the qualifications and performance of the members and employees of the Department under their supervision. The Detective Sergeant shall immediately and impartially report to the Chief of Police or his Designee all cases of misconduct, area of concern or neglect of duty observed or coming to their attention involving any employee of the Department.
10. The Detective Sergeant shall perform and assist in criminal investigations. The Detective Sergeant shall supervise the activities of personnel assigned to the shift.
11. By the direction of the Chief of Police or his Designee, the Detective Sergeant shall review all reports and activities of subordinate officers and ensure all documentation is complete in a timely manner.

#### D. ADDITIONAL OR MARGINAL DUTIES AND RESPONSIBILITIES

1. Meet with various citizens groups as directed by the Chief of Police or his designee.
2. Perform all the essential functions of a police officer.

#### E. SUPERVISORY RESPONSIBILITIES

1. This is supervisory work directing the operations of Department by overseeing the criminal investigators and by assuming command of the investigative shift, critical incidents or special events as directed.

#### F. QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Education and/or Experience
  - a. 4 years as a police officer within this Department.
  - b. 3 years as a criminal investigator
2. Language Skills
  - a. Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. The Detective Sergeant shall possess the ability to write legible reports,

business correspondence, and procedural manuals. The Detective Sergeant shall possess the ability to effectively present information and respond to question from groups of peers, and the general public. b. Considerable knowledge of the English language, spelling, and punctuation. c. Ability to express oneself clearly and concisely both orally and in written reports.

3. Mathematical Skills

- a. Ability to work with mathematical concepts such as probability and statistical inference.
- b. Ability to apply concepts such as fraction, percentages, ratios, and proportions to practical situations.

G. REASONING ABILITY

- 1. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- 2. Ability to interpret a variety of instructions furnished in written, oral, and diagram or schedule form.
- 3. Good judgment and general intelligence.
- 4. Good powers of observation and memory.

H. CERTIFICATES, REGISTRATIONS, LICENSES

- 1. Maintenance of Act 120 Certification
- 2. Possess a valid Pennsylvania Operator's License

I. OTHER SKILLS AND ABILITIES

- 1. Thorough knowledge of supervisory methods and techniques.
- 2. Maintain and display a thorough knowledge of the application of criminal and applicable civil statutes and ordinances including revisions and relevant court decisions affecting it.
- 3. Maintain operational knowledge of all Department Orders, Policies and Procedures.
- 4. Operational knowledge of computers and processes such as word processors,

spreadsheets and databases.

5. Must be a leader coach, instructor and communicator. Should at all times strive to set oneself as an example to fellow officers in the areas of being professional, maintaining a positive attitude, and excellent work habits.
6. Ability to command respect of employees and to assign, direct and supervise their work.
7. Develop and maintain driving skills in the operation of Department vehicles in emergency and non-emergency situations consistent with applicable law and Departmental policies, rules, regulations and/or orders.
8. Display skills in preparing supervisory reports and communications relevant to work performed.
9. Exhibit calm and controlled composure in stress and non-stress encounters with subordinates. Citizens and groups to resolve conflict and manage crisis.
10. Intervene in civil conflicts, where appropriate, to maintain public order, making referrals as may be necessary and mediates disputes to prevent criminal acts when possible.
11. A good working knowledge of approved principles, techniques and practices of modern police work.
12. A working knowledge of the principles of criminal investigation, techniques of interview interrogation, search and seizure and the identification and preservation of physical evidence.
13. A general knowledge of law enforcement from every level and specific knowledge of laws falling within the scope of the Department's operations.
14. Working knowledge of the geography of the jurisdiction.
15. The ability to supervise the work of subordinates effectively, to obtain facts by interrogation and interview, to analyze and appraise such facts, and to arrive at logical conclusions based upon the results of investigations.
16. Ability to be courteous and firm with the public.
17. The ability to perform all the essential job functions of a police officer.
18. Ability to establish effective working relationships with other employees and the general public.

19. Ability to carry out an order or task as directed by a superior officer.

#### J. PHYSICAL DEMANDS

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. This is very physically demanding and strenuous work under unusual or potentially hazardous conditions. Tasks may require heavy lifting, pushing, pulling or carrying of heavy loads. Flexibility is important because of the need to enter and exit vehicles frequently, inspect buildings, climb over and around obstacles, suddenly move out of the way of dangers, etc. Assignments may require standing or directing traffic for extended periods of time. Mental alertness is very important because of the need to make critical decisions concerning personnel and their operations.

#### K. WORK ENVIRONMENT

1. The Work Environment characteristics described here are representative of those the employee encounters while performing the essential function of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
2. The location of work performed by the employee is varied and is based on the development of leads, thus the work is performed whenever and where the leads may direct the investigation. The majority of the work is performed out of doors and the employee is frequently exposed to all types of weather and atmospheric conditions. The employee must occasionally visit and inspect locations that are accessible only by uneven paths of travel, ladders, and stairways. The employee may work in precarious places, in extreme weather and in circumstances, which require the ability to withstand extreme exposure to stress producing situations.

Pocono Township-All Permits App Date: 7/1/2018 - 7/31/2018

Type / Status	Owner / Address	Subdivision	ParcelID / Lot / Addr	App Date
<b>Driveway</b>				
<b>Active</b>				
<b><u>driveway</u></b>				
180016	D E & S PROPERTIES INC, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	SCOT HI ESTATES	12637301250110 (--17) SCOTHIGH TERR	7/24/2018
Total Driveway by SubType: driveway - Active				1
<b><u>DRIVEWAY &amp; CULVERT</u></b>				
180014	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	MEYER,THEODORE	12636300361669 (--4) SULLIVAN TRAIL/SR 4004	7/10/2018
180017	LEE, JEFFREY H 111 JUPITER CT BARTONSVILLE, PA 18321	THE LAURELS	12638203131866 (2--11) 111 JUPITER CT	7/24/2018
Total Driveway by SubType: DRIVEWAY & CULVERT - Active				2
<b><u>Paving</u></b>				
180012	ANTHONY, ELISEUS 69 WINTERGREEN CIRCLE EAST STROUDSBURG, PA 18	POCONO HAVEN	12638201289543 (A--12) 69 WINTER GREEN CIR	7/6/2018
180013	CAMPBELL, JANNETTE 39 1ST ST APT 1 HACKENSACK, NJ 07601	BARTON GLEN	12637102959053 (4--1) SKY HIGH DR	7/9/2018
180015	KLEIN, MARY ELLEN PAUL THOMAS 110 SEBRING DR EAST STROUDSBURG, PA 18301	INDIVIDUAL LOT	12639300262487 (--12639300262487) 110 SEBRING DR	7/13/2018
Total Driveway by SubType: Paving - Active				3
Total Driveway Active				6
Total Driveway				6
<b>Sewage</b>				
<b>Active</b>				
<b><u>Repair</u></b>				
Z214621	BROCK, BONNIE 5222 EAGLE RIDGE DR SCOTRUN, PA 18355	EAGLE RIDGE	12637403020418 (--11) 5222 EAGLE RIDGE DR	7/25/2018
Total Sewage by SubType: Repair - Active				1
<b><u>REPLACE SEPTIC TANK</u></b>				
Z214618	MARSHALL, RICHARD H ETUX 28 KANO CT FORT MYERS, FL 33912	PMCCI	12635308799963 (1-B-11,12) 130 BUCK FEVER TRL	7/18/2018
Total Sewage by SubType: REPLACE SEPTIC TANK - Active				1
<b><u>TESTING AND NEW ESM</u></b>				
Z214620	LUHRS, KELLY J THERESA M 1031 HIGHLAND ST BALDWIN, NY 11510	INDIVIDUAL LOT	12636300048675 (--12636300048675) 111 WILKE RD	7/24/2018
Total Sewage by SubType: TESTING AND NEW ESM - Active				1
<b><u>TESTING FOR NEW ESM</u></b>				
Z215438	CONNOLLY, THOMAS NILES PATRICIA RR 2 BOX 4060 HENRYVILLE, PA 18332	POCONO HIGHLAND EST	12637404638229 (1--49) SUNGLO LN	7/5/2018
Total Sewage by SubType: TESTING FOR NEW ESM - Active				1
Total Sewage Active				4



Type / Status	Owner / Address	Subdivision	ParcelID / Lot / Addr	App Date
---------------	-----------------	-------------	-----------------------	----------

Sewage

Total Sewage 4

## Sign

### Active

#### FACE CHANGE

180455	WERKHEISER, LINFORD A PAULINE 110 FALLS DR CRESCO, PA 18326	VILLAGE OF TANNERSVI	12637201383084 (--12637201383084) 2820 ROUTE 611	7/31/2018
--------	--	----------------------	---	-----------

Total Sign by SubType: FACE CHANGE - Active 1

#### WALL SIGN

180451	CHELSEA POCONO FINANCE LLC, C/O CPG PARTNERS LP PO BOX 6120 INDIANAPOLIS, IN	INDIVIDUAL LOT	12637303201339 (CROSSINGS--12/7/1/18-3) 1000 PREMIUM OUTL	7/18/2018
180452	CHELSEA POCONO FINANCE LLC, C/O CPG PARTNERS LP PO BOX 6120 INDIANAPOLIS, IN	INDIVIDUAL LOT	12637303201339 (CROSSINGS--12/7/1/18-3) 1000 PREMIUM OUTL	7/18/2018
180453	CHELSEA POCONO FINANCE LLC, C/O CPG PARTNERS LP PO BOX 6120 INDIANAPOLIS, IN	INDIVIDUAL LOT	12637303201339 (CROSSINGS--12/7/1/18-3) 1000 PREMIUM OUTL	7/18/2018

Total Sign by SubType: WALL SIGN - Active 3

#### WINDOW SIGN

180450	CHELSEA POCONO FINANCE LLC, C/O CPG PARTNERS LP PO BOX 6120 INDIANAPOLIS, IN	INDIVIDUAL LOT	12637303201339 (CROSSINGS--12/7/1/18-3) 1000 PREMIUM OUTL	7/18/2018
--------	---	----------------	--	-----------

Total Sign by SubType: WINDOW SIGN - Active 1

Total Sign Active 5

Total Sign 5

## Well

### Active

#### WELL FOR SFD

180015	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	POCONO HIGHLAND EST	12637404638229 (1--49) SUNGLO LN	7/5/2018
180016	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	POCONO HIGHLAND EST	12637404730562 (1--46) SUNRISE DR	7/6/2018
180017	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	MEYER, THEODORE	12636300361669 (--4) SULLIVAN TRAIL/SR 4004	7/10/2018
180018	D E & S PROPERTIES INC, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	SCOT HI ESTATES	12637301250110 (--17) SCOTHIGH TERR	7/17/2018

Total Well by SubType: WELL FOR SFD - Active 4

Total Well Active 4

Total Well 4

## Zoning

### Active

#### ABOVE GROUND

#### POOL

180117	GRIMALDI, JOHN 428 CHERRY LN RD EAST STROUDSBURG, PA 18301	INDIVIDUAL LOT	12638200363273 (--12638200363273) 428 CHERRY LANE RD	7/18/2018
--------	---	----------------	---	-----------

Total Zoning by SubType: ABOVE GROUND POOL - Active 1

#### ADDITION

Type / Status	Owner / Address	Subdivision	ParcelID / Lot / Addr	App Date
---------------	-----------------	-------------	-----------------------	----------

## Zoning

### Active

#### ADDITION

180109	SWIFTWATER REALTY LLC, 3 PATRIOTS TRL TOTOWA, NJ 07512	INDIVIDUAL LOT	12636404821209 (--12636404821209) 3111 WISCASSET DR	7/11/2018
--------	---	----------------	--	-----------

Total Zoning by SubType: ADDITION - Active 1

#### ALTERATION

180100	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180101	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180106	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180102	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180105	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180107	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180104	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180108	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180103	BROOKDALE ENTERPRISES LLC, ATTN: MANAGER PO BOX 531 TANNERSVILLE, PA 18372	INDIVIDUAL LOT	12636400649404 (--12636400649404) 2455 BACK MOUNTAIN RD	7/9/2018
180114	RADZINSKIY, ILYA ETAL 66 SWIFTWATER AVE PO BOX A TOBYHANNA, PA 18466	POCONO MANOR	12635402983876 (--66,221) 66 SWIFTWATER AVE	7/16/2018

Total Zoning by SubType: ALTERATION - Active 10

#### CARPORT

180111	SEGOND, SAMUEL ANGELIC 40 BULL PINE RD EAST STROUDSBURG, PA 18301	OAKWOOD VILLAGE	12638201280040 (--38) 40 BULL PINE RD	7/13/2018
180115	BRADLEY, MATTHEW R 540 HIGHPOINT DR BARTONSVILLE, PA 18321	BARTON GLEN	12637102574821 (3--177) 540 HIGHPOINT DR	7/17/2018

Total Zoning by SubType: CARPORT - Active 2

#### DECK

180121	VANBUSKIRK, GAIL C/O GAIL COSTANTINO 2803 POCONO CIRCLE BARTONS	BARTON GLEN	12637102862203 (2--5) 2803 POCONO CIR	7/24/2018
180118	HAY, DOROTHY ANN JEFFREY J 19 JONATHANS WAY HENRYVILLE, PA 18332	CASTLE HILL ESTATES	12637302850041 (--11) 19 JONATHANS WAY	7/24/2018
180122	VAN WHY, FRANKLIN G LORRAINE 536 POST HILL RD HENRYVILLE, PA 18332	INDIVIDUAL LOT	12637302795065 (--12637302795065) 536 POST HILL RD	7/26/2018

Total Zoning by SubType: DECK - Active 3

#### GENERATOR

180099	PEARSON, LORI 308 TARA HILLS DR STROUDSBURG, PA 18360	INDIVIDUAL LOT	12637204901104 (--) 308 TARA HILL DR	7/6/2018
180113	HILLTOP ROAD DEVELOPMENT LLP, 126 HILL MOTOR LODGE RD TANNERSVILLE, PA 18372	VILLAGE OF TANNERSVI	12637201186280 (--12637201186280) 134 HILL MOTOR LODGE R	7/13/2018

Total Zoning by SubType: GENERATOR - Active 2

Type / Status	Owner / Address	Subdivision	ParcelID / Lot / Addr	App Date
<b>Zoning</b>				
<b>Active</b>				
<b><u>NeW SFD</u></b>				
180097	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	POCONO HIGHLAND EST	12637404638229 (1--49) SUNGLO LN	7/5/2018
180098	CLASSIC QUALITY HOMES, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	POCONO HIGHLAND EST	12637404730562 (1--46) SUNRISE DR	7/6/2018
180116	D E & S PROPERTIES INC, 2621 ROUTE 940 POCONO SUMMIT, PA 18346	SCOT HI ESTATES	12637301250110 (--17) SCOTHIGH TERR	7/17/2018
Total Zoning by SubType: NeW SFD - Active				3
<b><u>PORCH</u></b>				
180119	MOORE, ANDREW BLAKE CAROL JA 181 BEEHLER RD STROUDSBURG, PA 18360	INDIVIDUAL LOT	12637100891727 (--12637100891727) 181 BEEHLER RD	7/24/2018
Total Zoning by SubType: PORCH - Active				1
<b><u>SHED</u></b>				
180112	SEGOND, SAMUEL ANGELIC 40 BULL PINE RD EAST STROUDSBURG, PA 18301	OAKWOOD VILLAGE	12638201280040 (--38) 40 BULL PINE RD	7/13/2018
180120	WERKHEISER, RIDGLEY P JENNIFER PO BOX 218 SCOTRUN, PA 18355-0218	INDIVIDUAL LOT	12637301061303 (--) 355 SCOTRUN AVE	7/24/2018
Total Zoning by SubType: SHED - Active				2
<b><u>TENANT FIT-OUT</u></b>				
180096	CHELSEA POCONO FINANCE LLC, C/O CPG PARTNERS LP PO BOX 6120 INDIANAPOLIS, IN	INDIVIDUAL LOT	12637303201339 (CROSSINGS--12/7/1/18-3) 1000 PREMIUM OUTL	7/2/2018
180110	GENESIS INTERNATIONAL REALTY, 48 GREENBRIER AVE SELINESGROVE, PA 17870	INDIVIDUAL LOT	12637100697884 (--12637100697884) 3180 ROUTE 611	7/12/2018
180124	WERKHEISER, LINFORD A PAULINE 110 FALLS DR CRESCO, PA 18326	VILLAGE OF TANNERSVI	12637201383084 (--12637201383084) 2820 ROUTE 611	7/31/2018
Total Zoning by SubType: TENANT FIT-OUT - Active				3
Total Zoning Active				28
Total Zoning				28
Total Permits: 47				

Pocono Township-Violations: 'OpenDate' 7/1/2018 - 7/31/2018

Number Parcel ID	Code and Code Descript Owner / Current Owner / Tenant	Descript Location	OpenDate	Deadline	Closed
---------------------	--	----------------------	----------	----------	--------

Property

Open

180011					
12638203313529	BUCK VALLEY ESTATES ( - - 303)	DISCARDED FURNITURE ON PROPERTY 4620 BUCK VALLEY CIR	7/12/2018	8/11/2018	
Owner:	PHAM TU TRACY ETAL				

Total number of Open Property Violations: 1

Zoning

Open

180006	JUNK	Junk and/or junked Vehicles	JuNK VEHICLES / TRASH		
12635404611610	INDIVIDUAL LOT ( - - 12635404	1079 SULLIVAN TRL	7/11/2018	8/11/2018	
Owner:	STARNER PHILLIP J & JUDY				

180012			USE OF FLAG FOR ADVERTISING		
12637201465837	INDIVIDUAL LOT ( - - 12637201	2885 ROUTE 611	7/17/2018	8/16/2018	
Owner:	NICHOLAS JAMES B JEANNE R				

12637102963601	INDIVIDUAL LOT ( - - )	USE OF FLAG FOR ADVERTISING 506 RIDGEVIEW DR	7/17/2018	8/17/2018	
Owner:	STONE DONALD ETAL MCIDA				

180010			USE OF FLAG FOR ADVERTISING		
12637201473360	INDIVIDUAL LOT ( - - 12637201	2865 ROUTE 611	7/17/2018	8/17/2018	
Owner:	DIELE JOHN ANGELA				

180014			ShED W/O PERMITS		
12637301061303	INDIVIDUAL LOT ( - - )	355 SCOTRUN AVE	7/18/2018	8/17/2018	
Owner:	WERKHEISER RIDGLEY P JENNIFER ANN WISE				

180009			USE OF FLAGS AND BANNERS FOR ADVERTISING		
12637201466698	INDIVIDUAL LOT ( - - 12637201	2889 ROUTE 611	7/24/2018	8/24/2018	
Owner:	HEILMAN REAL ESTATE TRUST ETAL CO-TRUS				

180013			USE OF FLAGS		
12637201388649	INDIVIDUAL LOT ( - - 12637201	2797 ROUTE 611	7/25/2018	8/24/2018	
Owner:	PERCUDANI GENE P KATHY				

Total number of Open Zoning Violations: 7

Total Violations: 8



# POCONO TOWNSHIP

[www.poconopa.gov](http://www.poconopa.gov)

July 30, 2018

Dear Commissioners:

I have been asked to inspect the buildings located at 2990 Route 611, Tannersville, PA 18372 (PIN No. 12637204533933). I have conducted the inspection and determined that the located on the property are Dangerous Structures as defined by Pocono Township Ordinance 2012-03.

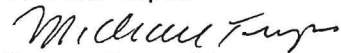
In particular building # 1, a white sided two story structure is dilapidated, unsafe and unsanitary. Much of the roofing is missing and partially covered with a tarp. The entrance stairs the building are collapsing making entry unsafe. The property is generally overgrown and unkempt. Photographs of this building showing the utter state of disrepair are enclosed.

Building # 2, a one story wood frame structure has no siding on the exterior walls and is partially covered with what appears to be tar paper and wood strips. The roof shingles on this structure are deteriorating and partially covered with a green colored plastic membrane held in place with wood strips. The entry stairs appear to be in a state of disrepair and the stairs to the rear door are collapsed. Photographs of the structure are attached showing the condition of the structure.

Because I was unable to inspect the interior of the buildings, I am unable to determine whether or not satisfactory repairs can be made. By their exterior appearance, it appears that repair is unlikely. Therefore, I am of the opinion that the two structures should be removed as Dangerous Structures.

Very truly yours,

Michael Tripus



Pocono Township

Zoning Officer

# POCONO TOWNSHIP



[www.poconopa.gov](http://www.poconopa.gov)

July 25, 2018

Dear Commissioners,

I have been asked to inspect a building located at 1104 Sullivan Trail, Tannersville, PA 18372 (PIN No. 126354005097212, Account No. 12/16/1/25-1.

I have conducted the inspection and determined the structure, a detached garage, meets the definition of a Dangerous Structure as defined by the Pocono Township Ordinance 2012-13. The structure is dilapidated decaying and unsecured as shown in the attached photos.

Very truly yours,

Michael Tripus

*Michael Tripus*  
Zoning Officer



# POCONO TOWNSHIP

[www.poconopa.gov](http://www.poconopa.gov)

August 2, 2018

Dear Commissioners,

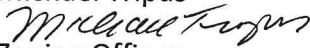
I have been asked to inspect a building located at 1923 Route 611, Swiftwater, PA 18370 (PIN No. 12636402773715, Account No. 12/12/2/22-1). The structure located on the property is a three story, wood framed five unit apartment building.

I have conducted the inspection and determined that the building located on property has no electrical power service. The building has many areas that do not have any siding or vapor barrier installed therefore it is not watertight. The condition of the building has been deteriorating over the past several years. In addition, the building is in the sewer district, is served by a lateral and has not been connected to the system. With that said as indicated in the attached photos I believe the building meets the definition of a Dangerous Structure as defined by the Pocono Township Ordinance 2012-03.

The property owner was issued a building permit to renovate the building due to fire damage on July 7, 2011. In checking with the building department there have not been any inspections made on the building.

Very truly yours,

Michael Tripus

  
Zoning Officer

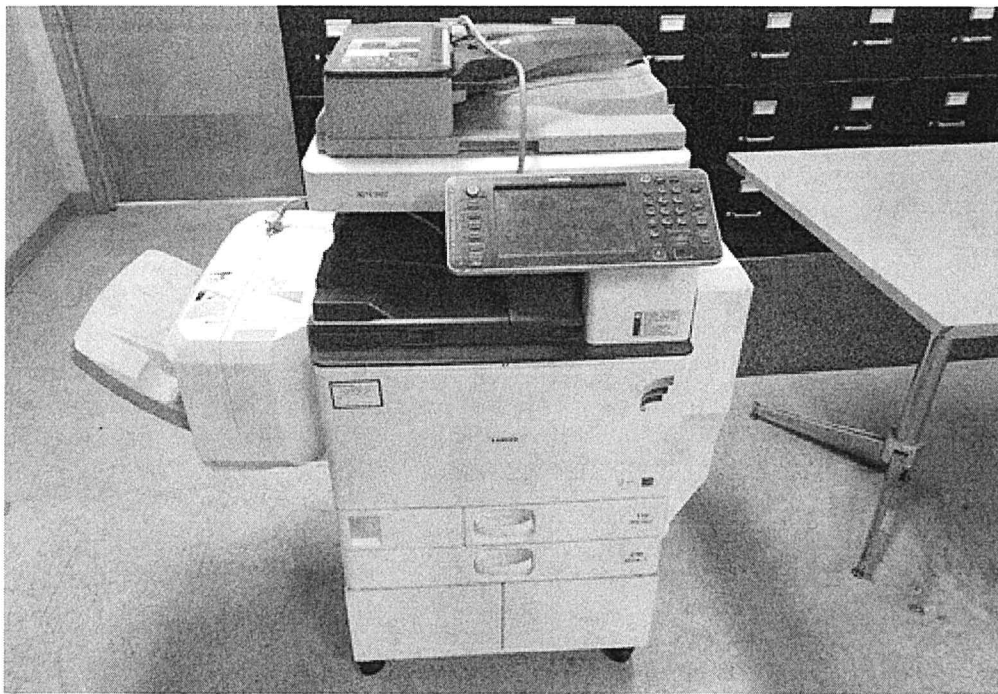
**Pam Tripus**

---

**From:** Municibid <support@municibid.com>  
**Sent:** Friday, August 03, 2018 1:31 PM  
**To:** Pam Tripus  
**Subject:** Awesome! Your item sold - Lanier Copier Model MP C3002 Listing #17271123



**Congratulations! Your item ended successfully!**



**Lanier Copier Model MP C3002 listing # 17271123**

**Winning Bid Amount: \$855.00 USD**

Municibid will take the buyers fee in a separate transaction from the bidders credit card.

**Winning bidder:** Thomas Dennis (username: Crystalair )

**Email:** [REDACTED]@gmail.com

**Phone:** [REDACTED]

The auction report for this item will be arriving shortly in an another email



## Pam Tripus

---

**From:** Municibid <support@municibid.com>  
**Sent:** Friday, August 03, 2018 1:11 PM  
**To:** Pam Tripus  
**Subject:** Awesome! Your item sold - 2014 Ford Taurus Listing #17270487



**Congratulations! Your item ended successfully!**



**2014 Ford Taurus listing # 17270487**

**Winning Bid Amount: \$3,200.00 USD**

Municibid will take the buyers fee in a separate transaction from the bidders credit card.

**Winning bidder:** Zahid Mohammad khan (username: Tom123 )

**Email:** ~~Zahid\_123@yahoo.com~~

**Phone:** ~~5106554120~~

The auction report for this item will be arriving shortly in an another email

## Investment Summary

Quote Number  
01-2018-242010.1

### Company Information

Pocono Township  
Off Route 611  
Tannersville, PA 18372  
United States

### Executive Contact

Donna Asure  
Township Manager  
[dasure@poconopa.gov](mailto:dasure@poconopa.gov)  
(570) 629-1922



43

Total  
Employees



\$800.00

Implementation  
Costs



\$6,811.25

Total Annual  
Investment



(\$1,031.00)

Total Annual Savings during  
promotional period; See  
Terms

### ADP Sales Associate

Joshua Shearer  
District Manager  
[joshua.shearer@adp.com](mailto:joshua.shearer@adp.com)  
412-567-2477

## Sales Order

Quote Number  
01-2018-242010.1

## Company Information

Pocono Township  
Off Route 611  
Tannersville, PA 18372  
United States

## Executive Contact

Donna Asure  
Township Manager  
[dasure@poconopa.gov](mailto:dasure@poconopa.gov)  
(570) 629-1922

## Processing Fees and Considerations

Number of Employees: 43 on Pocono Township



## Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	43	-	\$60.00	\$3.25	\$199.75	\$5,193.50
• Essential Plus Payroll						
• Essential Time						
Employment and Income Verification						
• Employment Verification						



## Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
InTouch Bar-Code Time Clock Subscription	1	-	-	\$101.00	\$101.00	\$1,212.00
InTouch Biometric Finger Scan Subscription	1	-	-	\$15.00	\$15.00	\$180.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		



## Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	43	-	-	\$5.25	\$225.75



## Total Annual Investment

Total Annual

Workforce Now Services

\$6,811.25

## Other Considerations

Setup

Implementation

• Implementation for Workforce Now Payroll Solutions

\$800.00



## Total Other Considerations

Total Setup

Implementation and Setup

\$3,200.00

Implementation Discount Value

(\$2,400.00)

Estimated Total Net Implementation

\$800.00

## Company Information

Pocono Township  
Off Route 611  
Tannersville, PA 18372  
United States

## Executive Contact

Donna Asure  
Township Manager  
[dasure@poconopa.gov](mailto:dasure@poconopa.gov)  
(570) 629-1922

## Important Project and Billing Information

## Product

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

## Promotion

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

## Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Summary			
Estimated Annual Net Investment:	\$6,811.25	Total Net Implementation:	\$800.00
Estimated Annual Net Investment during promotional period:	\$5,780.25		

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Company Information

Pocono Township  
Off Route 611  
Tannersville, PA 18372  
United States

Executive Contact

Donna Asure  
Township Manager  
[dasure@poconopa.gov](mailto:dasure@poconopa.gov)  
(570) 629-1922

---

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration

ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard  
Roseland, New Jersey 07068  
United States

Client: (referred to herein as "Client")

Pocono Township  
Off Route 611

Tannersville, PA 18372, United States

Attention  
Donna Asure

07-10-2018  
(Effective Date)

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement (the "Agreement")

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL PROCESSING & TAX FILING; EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES

THIS IS A PROPOSAL ONLY.

Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. \* Additional W2 processing fees apply. ©2010 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]

**1 Definitions.**

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. A general description of the Services can be found at [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com) (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving).
- 1.4 "Agreement" means this Major Accounts Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- 1.5 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 "Access Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or access the HR and/or Talent modules of ADP Workforce Now (but specifically excluding document cloud services and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) and as approved by ADP. A list of Access Countries for the applicable Services is found at [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com).
- 1.9 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.10 "Client" has the meaning set forth on the cover page.
- 1.11 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.12 "Client Group" means Client and Client's Affiliates means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.13 "Client Infringement Event" means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client's use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client's use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client's failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- 1.14 "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.15 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.16 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.17 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.18 "Improvements" has the meaning set forth in Section 5.4
- 1.19 "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- 1.20 "Indemnitees" has the meaning set forth in Section 6.3
- 1.21 "Indemnitor" has the meaning set forth in Section 6.3
- 1.22 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.23 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.24 "NACHA" means the National Automated Clearing House Association.
- 1.25 "OFAC" means the Office of Foreign Assets Control.
- 1.26 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.27 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.



- 1.28 **"Personal Information"** means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.29 **"Price Agreement"** means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.30 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.31 **"Services"** means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.32 **"SOC 1"** means any routine Service Organization Control 1 reports.
- 1.33 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.34 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

## 2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country and the Access Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

## 3 Compliance.

- 3.1. **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws
- 3.2. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

#### 4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

#### 5 INTELLECTUAL PROPERTY

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs

## 6 Indemnities

**6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.

**6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

**6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

## 7 Limit on Liability

**7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

**7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.

**7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:

**7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;

**7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;

**7.3.3** Client's obligations to pay the fees for Services;

**7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;

**7.3.5** Client's funding obligations in connection with the Payment Services;

**7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

**7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this (iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.

**7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.

**7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.

**7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN



CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

## 8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

## 9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

## 10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "Incident"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

## 11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) 30% of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking days prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a Statement of Work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.
- 12 Term; Termination; Suspension**
- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party. In the event Client does not provide ADP with the proper notice as set forth in the previous sentence (or as set forth in any Annex herein), Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause any affiliate or subsidiary of ADP to be in violation of any laws, rules or regulations applicable to such affiliate or subsidiary. Notwithstanding anything to the contrary in this Agreement, email will be considered adequate notification for the purposes of this Section 12.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's

account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

**13 Reserved.**

- 14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

- 14.1.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

- 14.2 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

- 14.2.1 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

- 14.2.2 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

**15 Miscellaneous**

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition



other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.15 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.16 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement

- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
  - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
  - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and ALINE Card Services (if elected additional terms set forth in Annex J shall apply).
  - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
  - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
- 2 **Billing.** Payroll, Employment Tax & Wage Payment Services and any other Services bundled into the pricing for such services are billed immediately following Client's first payroll processing. The billing count is based on the number of pays submitted during each payroll processing period, therefore total billing may fluctuate.
- 3 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
  - 3.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
  - 3.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
  - 3.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
  - 3.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
  - 3.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
  - 3.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures.
  - 3.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 4 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
  - 4.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
  - 4.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 4.2.1 and 4.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 4.2.1 **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 4.2.2 **Transfer of Data.** Client may transfer the information described in Section A to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 4.2.3 Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

**5 Employment Verification Services.** Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

- 5.1 **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 5.1.1 "FCRA" Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
  - 5.1.2 "Verification Agent" has the meaning set forth in Section 5.2.1.1
  - 5.1.3 "Verification Data" has the meaning set forth in Section 5.2.1.1.
  - 5.1.4 "Verifiers" has the meaning set forth in Section 5.2.1.1.
- 5.2 **Additional Terms.** To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
  - 5.2.1 **Verification Services and Authorization as Agent.**
    - 5.2.1.1 ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
    - 5.2.1.2 **Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
    - 5.2.1.3 **Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
    - 5.2.1.4 **Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
    - 5.2.1.5 **Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent

- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (“**ADP Time & Attendance Services**”). For the hosted the ADP Workforce Now Enhanced Time product only, additional license terms are available at [www.adp.com/tlmlicenseterms](http://www.adp.com/tlmlicenseterms). ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Billing for ADP Time & Attendance Services.** Billing for ADP Time & Attendance Services will begin on the date such Services are available for use by Client in a production environment. Notwithstanding the foregoing, if ADP Time & Attendance Services are bundled with ADP Payroll Services, then billing will commence in accordance with the terms of Section 2 of Annex B.
- 3 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
  - 3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
  - 3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
  - 3.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
  - 3.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
  - 3.5 **Biometrics.**
    - 3.5.1. **Definitions.**
      - 3.5.1.1. “**Biometric Data**” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
      - 3.5.1.2. “**Biometric Identifier**” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
      - 3.5.1.3. “**Biometric Information**” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
      - 3.5.1.4. “**Biometric Services**” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
      - 3.5.1.5. “**Biometric User**” means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
    - 3.5.2. **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

- 3.5.2.1. **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
- 3.5.2.2. **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
  - 3.5.2.2.1. a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
  - 3.5.2.2.2. a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
- 3.5.2.3. **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
  - 3.5.2.3.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
  - 3.5.2.3.2. obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 3.5.2.4. **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 3.5.2.5. **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 3.5.3. **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 3.5.4. **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

**ADDENDUM**  
**to**  
**MAJOR ACCOUNTS SERVICES – MASTER SERVICES AGREEMENT**  
**between**  
**ADP, LLC**  
**and**  
**POCONO TOWNSHIP**

This Addendum, made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Pocono Township having a principal place of business at 112 Township Drive, Tannersville, PA ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Services – Master Services Agreement dated of even date herewith between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 7.1 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "**Ordinary Cap**", is hereby amended by replacing "six (6) times the average ongoing monthly Service fees" with "nine (9) times the average ongoing monthly Service fees" in the first sentence.
2. Section 7.2 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "Extraordinary Cap", is hereby amended by:
  - (a) Replacing "six (6) times the average ongoing monthly Service fees" with "nine (9) times the average ongoing monthly Service fees" in the first sentence; and
  - (b) Replacing "twelve (12) times the average ongoing monthly Service fees" with "eighteen (18) times the average ongoing monthly Service fees" in the last sentence.
3. Section 15.12 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "**Governing Law**" is hereby amended by replacing "laws of the State of New York" with "laws of the State of Pennsylvania."

4. Section 15.13 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled “Jurisdiction” is hereby amended by replacing “New York, New York” with Harrisburg, PA in the first and second sentences.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

**ADP, LLC**

**POCONO TOWNSHIP**

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

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

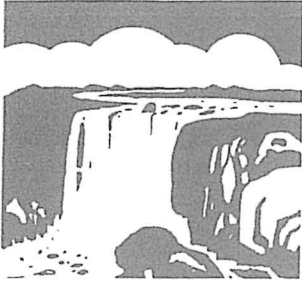
Name: \_\_\_\_\_

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

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

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

**\*\* NOTE: ONLY THE SERVICE CENTER DVP, GENERAL MANAGER, OR DESIGNATED FINANCIAL EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.**



**BRODHEAD CREEK  
REGIONAL AUTHORITY**

410 Mill Creek Road  
East Stroudsburg, PA 18301

E-MAIL: [bcra@ptd.net](mailto:bcra@ptd.net)  
[www.bcrwater.com](http://www.bcrwater.com)

TELEPHONE  
(570) 421-3232  
FAX  
(570) 421-2322

**July 18, 2018**

Borough of Stroudsburg  
Attention: Jennifer Maier, Manager  
700 Sarah Street  
Stroudsburg, PA 18360

Pocono Township  
Attention: DonnaASURE, Manager  
PO Box 197  
Tannersville, PA 18372

Stroud Township  
Attention: Brenda Klein  
1211 N. Fifth Street  
Stroudsburg, PA 18360

Stroud Township  
Attention: Daryl Eppley  
Chairman/Secretary/Treasurer  
1211 N. Fifth Street  
Stroudsburg, PA 18360

RE: Mandatory Mid-Year Budget Review Report – STA – Article 8

Jennifer, Donna, Brenda and Daryl:

Enclosed is a copy of my **Mid-Year WWTP Budget Report (2018)** given to the BCRA Board dated **July 18, 2017**. This report now is the foundation for the WWTP O&M Mid-Year budget adjustment for the CSO's as required by Article 8 of the STAs (Sewer Treatment Agreements). *7/19/18 DATE RECOR*

As noted in this report all CSO's are paid up to date for all of their 2018 obligations.

Mid-year adjustments will be in effect beginning in September 2018 through August 2019.

Please review the report and feel free to contact me with any questions you may have or let me know if we need to meet to discuss this report.

Sincerely,

David S. Horton  
Authority Manager

DSH

cc: Board, Solicitor, Engineer

: D. Overcash, B. Christman, R. Alejandro, file

**RECEIVED**

**JUL 24 2018**

**POCONO TOWNSHIP**



**BRODHEAD CREEK  
REGIONAL AUTHORITY**

# MEMO

TO: Board; Solicitor; Engineer; Auditor

FROM: David S. Horton, Manager

REFERENCE: **Mid-Year Waste Water Treatment Plant Budget Report (2018)**

DATE: July 18, 2018

---

Board:

This report addresses the status of the WWTP Budget as of June 30, 2018. It represents 50% of the fiscal year for this budget. Revenue and Expenditure spreadsheets are included and a Status of Funds report as of July 13, ~~2017~~ 2018 <sup>12</sup> 7/17/18 DATE ERROR

I will use this report as the foundation of my mid-year report to the CSO's as required by the STAs (Article 8) and include a copy of it to the CSOs.

**Revenues** are slightly behind (i.e. 44.7%) based on billing cycles.

**Expenditures** are higher than budgeted for the first half of 2018. This is due to the following reasons:

- 1) An especially cold winter pattern in late December 2017 and January 2018 had a negative impact on the operation of the WWTP. The cold temperatures, combined with I&I from cold precipitation and snow melts, caused unusually cold and sustained influent wastewater temperatures into the treatment plant. These low temperatures caused the biological treatment plant processes to experience difficulties, especially with the treatment of ammonia. These treatment difficulties resulted in a permit violation for

January 2018 monthly average discharge concentration of ammonia. In order to correct the treatment difficulties and to prevent additional permit violations, emergency measures were taken including implementation of additional pH adjustment as well as the addition of bioaugmentation chemicals. As a result, expenditures for power, chemicals, engineering, and administration were significantly higher than anticipated.

- 2) The wastewater volume received at the treatment plant was **10% higher** than the anticipated/projected flows of the wastewater municipalities. The total projected yearly flow total for 2018 was 731,135,378 gallons. At the mid-year point, half of this projection equals 365,567,689 gallons. At the end of June 2018, the flows treated at the WWTP were 401,996,000 gallons.
- 3) As a result, total expenses are approximately 12% above the Budgeted Treatment Expense or 5% over the Total Budget (i.e. \$100,000 to \$150,000).

\$200,000 has been temporarily transferred out of reserves into the operating fund to cover the costs of the above referenced additional efforts. The 2019 budget will be adjusted to provide for additional O&M Reserve funds that will be sufficient to reimburse the reserves, as well as bring the O&M Reserve fund to a value equivalent to 4-months of the O&M budget.

As pointed out in the past, the plant is a highly capital-intensive operation with expensive annual replacement costs for equipment such as UV bulbs - \$14,000, Cloth filters - \$17,200; the SBR membrane diffuser replacement program - \$63,054 (year 4 of 5). Such expenses, when incurred, are billed against Capital Reserves.

Some of the more notable line items on the Expenditure side of the budget to review are as follows:

- 05620-301: Chemicals Equipment repairs – The budgeted amount of \$220,500 has been 75% spent due to the cold weather treatment difficulties.
- 05630-303: Sludge Removal – The budgeted amount of \$133,170 has been 86% spent due to the ATAD solids system not operating as intended. This system was turned back to operate as a conventional digester last year at the recommendation of the manufacturer because the plant had not been seeing the overall mass loadings necessary to allow for efficient system operation. The unintended consequence was an increase in sludge production and a never realized savings on power consumption. The plant realized that this recommendation was ill-advised and converted the system back to full ATAD operation in the spring of 2018.



- 05630-309: Power Purchased – The budgeted amount of \$317,800 has been 55% spent due to the cold weather operations previously explained.

A status report on each of the sub-systems for the WWTP is as follows:

- Influent Headworks – No problems or difficulties have been experienced with BCRA systems.
- Equalization - No problems or difficulties have been experienced with BCRA systems.
- SBR Treatment Process – The BCRA had been running with two of four SBRs active in order to more effectively determine the potential for a plant rerate. The Authority noticed that the mass loading into plant has been increasing steadily over the last year and there is no longer viable opportunity to rerate the plant without an investment. The Authority returned to running with three of four SBRs in the Spring of 2018.
- Post Equalization - No problems or difficulties have been experienced with BCRA systems.
- Filtration and UV Disinfection - No problems or difficulties have been experienced with BCRA systems.
- Sludge Handling – The ATAD digestion system has been reactivated and the system is no longer functioning as a conventional aerobic digester.

**Below is a breakdown of the mid-year adjustments in charges to the CSOs:**

Please see the attached 2018 Mid-Year Sewer Flow Chart and the 2018 CSO Budget Cost Calculations sheet from last year's budget packet for the O & M cost sharing determination.

1. 2018 O & M Budget cost \$1,717,188.
2. Stroudsburg's Share \$482,415 (28.09%); Stroud's share \$706,946 (41.17%); Pocono's share \$527,827 (31.0%).

### 3. 2018 Mid-Year adjustments:

- Stroudsburg 30.21% of \$1,717,188 is \$518,777 or \$36,363 **more** than the budgeted estimate – will be billed an additional \$3,030 for the next 12 months.
- Stroud 40.85% of \$1,717,188 is \$701,494 or \$5,453 **less** than the budgeted estimate – will receive a monthly **"credit"** of \$454 for the next 12 months.
- Pocono 28.94% of \$1,717,188 is \$496,917 or \$30,910 **less** than the budgeted estimate – will receive a monthly **"credit"** of \$2,576 for the next 12 months.

**These adjustments will show up in the September 2018 invoices to the CSOs.**

I will review this memo and budget at the Board meeting of July 18<sup>th</sup>.  
Please contact me if you have any questions.

Sincerely,

David S. Horton  
Manager

DSH

cc: File  
Bonnie Christman  
Randi Alejandro  
Denise Overcash

## **CDL EMPLOYEE DRUG AND ALCOHOL TESTING PERSONNEL POLICY OF POCONO TOWNSHIP**

This Policy is established by Pocono Township adopted and effective August 6, 2018 and shall continue in effect until amended or terminated by the employer.

### **I. PURPOSE**

- A. To comply with the state and federal laws and regulations concerning commercial driver's licensed (CDL) employees insofar as they apply to this employer.
- B. To conform the employment policies of this employer with the requirements of said laws and regulations.

### **II. APPLICATION**

This Policy shall apply only to the category of employees and applicants for employment who are required to have a CDL license to operate employer-owned, leased or borrowed vehicles or equipment requiring CDL licensure.

### **III. FEDERAL REGULATIONS**

The regulations of the U.S. Federal Motor Carrier Safety Administration (FMCSA) and the Pennsylvania Department of Transportation are hereby adopted by reference insofar as they apply to this employer and this Policy.

### **IV. POLICY ESTABLISHED**

Employees covered by this policy are prohibited from engaging in the following conduct:

- 1. Reporting for or remaining on duty to perform safety-sensitive functions while having a breath alcohol level of 0.04 or greater;
- 2. Using alcohol while performing safety-sensitive functions;
- 3. Performing safety-sensitive functions within four hours after using alcohol;
- 4. Using alcohol any time during the eight hours after an accident until a post-accident test is performed;
- 5. Refusing to submit to an alcohol or drug test when required to do so;
- 6. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in federal regulations at 21 CFR 1308.11 Schedule I; and,
- 7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Safety-sensitive functions are any of the broad activities related to operating, loading, servicing, or maintaining commercial motor vehicles.

Violation of these rules will subject the employee to discipline and/or dismissal pursuant to the provisions of Section VII of this policy, subject to any applicable provisions and procedures of the collective bargaining agreement in effect, if any.

*Performing a safety-sensitive function* means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

*Safety-sensitive function*, as specifically defined by 49 CFR Part 382.107, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- A. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- B. All time inspecting equipment as required by 49 CFR 392.7 and 49 CFR 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
- E. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
- F. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prescription drugs must be kept in their original container identifying the drug, dosage, date of prescription, and prescribing physician. Employees are required to notify the Township Manager if they are taking a prescription drug and shall file with the employer a statement on a form provided by the employer from the doctor who issued such prescription stating whether use of the prescription drug will or will not impair the employee's ability to operate a CDL vehicle or equipment. The term "illegal drugs" shall include drugs for which the employee does not have a valid prescription, and cocaine, phencyclidine (PCP), marijuana, opiates (including heroin), amphetamines, and such other illegal drugs (such as Ecstasy and methamphetamines) as may be identified in the federal regulations from time to time.

No driver shall refuse to submit to a pre-employment controlled substance test required under 49 CFR 382.301, a post-accident alcohol or controlled substance test required under 49 CFR 382.303, a random alcohol or controlled substances test required under 49 CFR 382.305, a reasonable suspicion alcohol or controlled substance test required under 49 CFR 382.307, a return-to-duty alcohol or controlled substances test required under 49 CFR 382.309, or a follow-up alcohol or controlled substance test required under 49 CFR 382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

## **V. TESTS ESTABLISHED**

The following drug and alcohol test procedures shall be applicable to all employees and applicants for employment to whom this Policy applies. Modern and confidential testing procedures shall be used which will protect the rights of the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that results are attributed to the correct driver.

- 1) **Pre-Employment**: All applicants for employment shall be tested for drugs prior to acceptance for employment by this employer. Any applicant testing positive shall not be considered for employment.
- 2) **Random**: The employer will implement a random testing procedure through the PSATS CDL Program meeting the requirements of the federal regulations. The procedure shall include employer-paid tests of affected employees on a random basis and shall be conducted without any advance notice. The federal regulations currently mandate that the number of covered employees selected shall be at least 50% of the employees for drug testing and 10% of the employees for alcohol testing annually; provided, however, that the requirements of this Policy shall be satisfied if the above percentages are selected from a pool of employees which includes the employer's employees.
- 3) **Probable Cause**: Any employee giving probable cause to believe that he or she is in violation of the Policy established in Section IV above shall be subjected to employer-paid testing immediately upon confirmation of such probable cause by any of the employer's personnel who have successfully completed the federally-required probable cause training. Probable cause shall be limited to behavior or conduct observed at the workplace or en-route to a workplace during working hours. Observation and confirmation shall be done by personnel who have received the required training as mandated by federal regulations at 49 CFR 382.603. Trained personnel making probable cause observations shall make and file with the Township manager a written report on a form provided by the employer of the attendant circumstances. Such reports shall be kept confidential and a copy permanently retained in the employee's driver qualification file.
- 4) **Post-accident**: Any employee involved in an accident as defined herein shall be tested at the employer's expense for drugs as soon after an accident occurs as is possible, but not later than thirty-two (32) hours, and for alcohol as soon after an accident as possible, but not later than eight (8) hours. Municipal employers wanting to implement a post-accident testing policy that is broader than that testing required by CDL employees can only do so through a non-CDL employee testing policy. As for the post-accident testing required of CDL employees, the following applies:
  - i) Testing should not take precedence over needed medical treatment or other needed emergency measures;
  - ii) If for any reason the tests cannot be obtained within the times provided, the tests shall not be administered. However, refusal to submit to a test or interfering with the successful completion of such a test shall be deemed a positive test result in accordance with Section VI below;
  - iii) No employee shall consume alcohol or illegal drugs between the time of the accident and the test administration;
    - i. **ALCOHOL TEST**- As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform an alcohol test on its surviving drivers:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  2. Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- ii. DRUG TEST- As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform a drug test on its surviving drivers:
1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  2. Who receives a citation within 32 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - c. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

## **VI. TEST STANDARDS**

Any refusal or failure by the CDL Employee or Applicant to submit to any test required by this Policy or the applicable law and regulations, shall be deemed to be a positive result. Applicants will not be hired, and employees will be subject to the disciplinary provisions of this policy as a result of a positive test. Refusal to submit to a test under this Policy shall include any act or omission which prevents, thwarts, or frustrates the objectives of this Policy, including without limitation the following: (1) refusal to submit in a timely fashion to testing; (2) refusal or failure by the employee or applicant to complete, sign, or initial the required testing forms; (3) refusal or failure without good cause to provide any sample or provide an adequate sample for testing; and/or (4) failure or refusal to otherwise cooperate with the testing process in a way that prevents the completion of any required test.

All required tests shall be completed using federal forms that are designed to protect the driver and the integrity of the testing process and safeguard the validity of the test results.

- A. Alcohol Testing. Alcohol testing shall be conducted using a federally-approved breathalyzer operated by a trained technician. Any employee receiving an alcohol test result of greater than or equal to 0.02% breath alcohol level, but less than 0.04% breath alcohol level, shall be immediately removed from safety-sensitive duties for 24 hours.



Any test result equal to or greater than 0.04% breath alcohol level shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII.

- B. Drug Testing. Drug testing shall be conducted by urine sample that shall be analyzed at a federally-approved testing facility. Any test result confirming the presence of illegal drugs shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII. Any employee testing positive for illegal drugs may request that the split sample of the same specimen be retested, at the employee's expense. Employees must speak with the Medical Review Officer about such request.
- C. Test Transportation. By its own authority, this employer will provide or arrange transportation to and/or from the testing site, job site or the employer's facilities, as appropriate, under the following circumstances:
  - i. All probable cause tests;
  - ii. All alcohol tests with results of greater than or equal to 0.02% breath alcohol level; or,
  - iii. If the employer has reason to believe that the employee has engaged in prohibited conduct regardless of whether the employee would be required to submit to a probable cause test.

## **VII. POSITIVE TESTS & RETURN-TO-CDL DUTY**

The consequence for any employee who has engaged in prohibited conduct is identified below:

- i. Any employee on new hire probation who tests positive for a drug and/or alcohol test will be immediately terminated;
- ii. RETURN-TO-DUTY OFFERED ONCE

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return-to-duty if the employee is not a probationary employee, if this is the employee's first positive test and the employee, prior to returning to CDL duty:

  - 1. Consults with a drug and alcohol abuse professional at the employee's expense within 1 week of notification of a positive test; and
  - 2. Completes all recommended treatment at the employee's expense; and
  - 3. Completes all necessary drug and/or alcohol tests at the employee's expense and obtain negative results.

Any subsequent positive result to a drug and/or alcohol test by this same employee will subject that employee to immediate dismissal.

## **VIII. FOLLOW-UP TESTING**

If an employee who tests positive for a drug and/or alcohol test is offered the chance to return-to-duty, that employee (1) shall be in a probationary employment period until termination of any required counseling and (2) shall be subject to and pay for any and all required counseling, the return-to-duty test, and unannounced follow-up tests as required by a Substance Abuse Professional following return to CDL duty.

Regarding follow-up testing, the employee shall, at a minimum, be subject to at least six unannounced follow-up tests in the first twelve months after the employee's negative return-to-duty test and can be kept under required counseling for up to five years. A positive result on any test administered during this probationary period, including any random tests, or failure to abide by any required counseling, automatically subjects the employee to immediate dismissal.

## **IX. TEST RESULTS**

Employees will be notified of their positive test results. Test results shall be retained by the Medical Review Officer responsible for analyzing the employee's test results. Said results shall be held in strictest confidence and shall be accessible only to the employee, the employer, and such other persons authorized by law and shall not be released to any other person except with the written consent of the employee. The results of tests made known to the employer may be released to future employers in accordance with the federal regulations.

"Negative but Dilute" Drug Test Results: An employee who receives a "negative but dilute" test result may be subject to an immediate re-test when the employer is so directed by the Program's Medical Review Officer.

## **X. CONFIDENTIALITY OF DOCUMENTS**

All files, documents, and records of the employer related to the application of this Policy to individual employees shall be deemed and kept confidential by the employer.

## **XI. RECORDKEEPING**

Records relating to the administration and results of the employer's drug and alcohol testing program for its CDL drivers will be maintained in the manner provided in regulations.

All drug and alcohol tests will be conducted by licensed facilities and analyzed by a Medical Review Officer (MRO). The PSATS CDL Program's MRO is a licensed Doctor of Medicine with knowledge of drug and alcohol abuse disorders and is employed by this consortium which the employer has joined to conduct alcohol and drug testing in accordance with the federal regulations. The MRO shall be the sole custodian of any individual's test results.

However, each employer shall retain in each employee's driver qualification file the following information for each drug or alcohol test:

1. From the "test notice form," that the employee was requested to submitted to a drug and/or alcohol test by the employer;
2. From the "test results form", the date of such test; the location of such test; the identity of the person or entity performing the test; and the test result (e.g., "positive" or "negative".)



The employer will also maintain an annual calendar year summary of the records related to the administration and results of the testing program for its drivers' subject to the federal regulations, which is annually provided by the PSATS CDL Program upon each employer's membership renewal.

## **XII. ACCESS TO TEST RESULTS AND FINDINGS**

No person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless otherwise required by law.

## **XIII. EMPLOYEE ASSISTANCE PROGRAM**

The employer shall establish the following:

- A. Employees who test positive for drugs or alcohol shall be personally responsible for obtaining and paying for a Substance Abuse Professional for consultation and treatment. Employees needing a Substance Abuse Professional can contact American Substance Abuse Professionals, Inc at (888) 792-2727 to arrange for the necessary counseling with an approved Substance Abuse Professional available in the area.
- B. Owing to the negative effects of drug use and alcohol misuse on an individual's health, work, and personal life, this employer encourages its employees wanting additional educational and training material on drug and alcohol problems to contact the County Commissioner's office of drug and alcohol abuse regarding any services provided.
- C. Further, any covered employee exhibiting an indication of a drug or alcohol problem will be asked to seek counseling as a condition of continued employment. Any covered employee exhibiting an indication of prohibited conduct shall be investigated to determine if a probable cause test is warranted.
- D. An annual one-hour training and educational program for covered employees that shall include a review of this personnel policy and other pertinent matters.
- E. Training in drug and alcohol detection and related matters for all supervisory personnel of this employer's CDL employees. This training may be satisfied by attendance at a PSATS CDL Program probable cause workshop.

## **XIV. CDL INFORMATION CONTACT**

The following person is designated by this employer for the purpose of providing information to employees concerning the federal laws and regulations governing the testing of CDL employees and for implementing and monitoring the employer's compliance with the federal testing program:

James Wheeler, Manager  
PSATS CDL Program  
4855 Woodland Drive  
Enola, PA, 17025  
(E): cdl@psats.org  
(P): 717-763-0930, x 128  
(I): cdl.psats.org

## **XV. MISCELLANEOUS**

- A. This Policy shall be implemented with the constitutional and legal rights of the employees subjected to it.
- B. This Policy shall not be deemed to be a covenant of employment or other form of covenant or contract between the employer and any employee.
- C. Any collective bargaining agreement entered by the employer subsequent to the adoption of this Policy shall conform to the provisions of this Policy.
- D. Any agreement for the sharing, leasing, lending, or other transfer of CDL employees between the employer and any other municipality or private enterprise shall address in writing the status of said employees as to whether they are employees of the receiving entity during the period of the transfer.
- E. Any contract for services involving CDL employees shall expressly state whether the contracting party is an independent contractor or employee of the employer. Any contractor must regularly, during the life of any contract, provide to the employer the appropriate documents showing their continued compliance with the federal CDL act and regulations.
- F. The definition of terms shall be as contained in the relevant federal and state regulations.
- G. A copy of this Policy shall be delivered to every employee and applicant for employment who is subject to it and to all supervisory personnel. All employees shall sign an acknowledgment of receipt of the Policy which shall be permanently retained in the employee's personnel file.
- H. A copy of the controlling law and federal regulations shall be maintained in the employer's offices and shall be accessible to employees, upon request.
- I. This Policy will be limited by any applicable federal or state law or municipal ordinance, and by any applicable collective bargaining agreements. Any portion of this Policy which directly conflicts with such a law, ordinance, or agreement will not be implemented in that jurisdiction or bargaining unit but shall be severable and shall not affect the validity and enforcement of the remainder of the Policy.
- J. Employees agree to waive any liability against the employer arising out of the employer's administration of this Policy and its administration of the program established pursuant to the federal law or regulations regarding the employer's responsibility for CDL drivers.



**Robert B Turnbull, Jr.**  
**D/B/A Bullpine Tree Service**  
**225 Mockingbird Way**  
**East Stroudsburg, PA 18301**  
**bullpine@verizon.net**  
**(570) 420-0794**  
**PA License #PA069846**  
**Exp. 06-07-2018**

**Pocono Township**  
**Rt. 611**  
**Tannersville, PA**

**Dackerman@poconopa.gov**

**July 30, 2018**

**PROPOSAL**

**Roadway Clearance Trimming**

Cut any dead hazardous trees and overhanging branches along the roadway specified.

**TOTAL:     \$1350.00 per day**

**NOTE: The township will provide flagmen and traffic control.**  
**We will work with the Township employees, as they can use the townships brush chipper and chipper truck.**

**RECEIVED**

**JUL 31 2018**

**POCONO TOWNSHIP**

PERMANENT EASEMENT & TWO (2) TEMPORARY EASEMENTS  
PART OF TAX PARCEL/UPI NO. 12/8/2/9

This ~~AMENDED~~ **EASEMENT** made  
the \_\_\_\_\_ day of \_\_\_\_\_, in the year two  
thousand ~~eighteen~~ (2018),

Deleted: \_\_\_\_\_

Deleted: six

Deleted: 6

**Between** POCONO TOWNSHIP, a First Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of P.O. Box 197, Tannersville, Pennsylvania 18372, Grantor and party of the first part,

**And**

**BRODHEAD CREEK REGIONAL AUTHORITY**, a municipal authority of the Commonwealth of Pennsylvania, with an office situate at 410 Mill Creek Road, East Stroudsburg, Monroe County, Pennsylvania 18301, Grantee and party of the second part.

**Witnesseth**, that the said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States of America, unto it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, its successors and assigns,

**ALL THAT CERTAIN** two (2) temporary and permanent easements for the purpose of accessing and maintaining an access road and constructing, maintaining, laying, relaying, improving, extending, operating, repairing, and replacing water mains, casings, laterals, valves, hydrants, and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, and through the lands of Grantor situated in the Township of Pocono, Monroe County, Pennsylvania, Parcel No. 12/8/2/9, PIN 12637201287961, for the exercise of said rights and privileges to: access and maintain an access road, and; lay, relay, construct, improve, extend, operate, replace, renew, repair, and maintain a water main and appurtenant facilities, including surface markers, to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface, as shown on the plans, entitled "Brodhead Creek Regional Authority, Pocono Township, Monroe Co., PA., Plan of Public Water Utility System Easement Through Lands of Pocono Township," prepared by Glace Associates, Inc., dated March 31, 2016, attached hereto as **Exhibit "A"** (Permanent Easement Plan) and **Exhibit "B"** (Temporary Easements Plan), respectively, bounded and described as follows, to wit:

**A. TEMPORARY CONSTRUCTION EASEMENTS:** The below-described Permanent Public Water Utility System Easement is also subject to two (2) separate Temporary Easements hereinafter described, as follows:

**i. First Temporary Construction Easement**

BEGINNING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC;

THENCE, along the GRANTOR'S property line and Permanent Public Water Utility System Easement North 00 degrees 30 minutes 00 seconds West, 20.00 feet, to a point, said point being the POINT OF BEGINNING of the First Temporary Easement;

THENCE, along the GRANTOR'S property line North 00 degrees 30 minutes 00 seconds West, 30.00 feet, to a point;

THENCE, through GRANTOR'S land, North 89 degrees 00 minutes 00 seconds East, 155.48 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 30 minutes 00 seconds East, 58.03 feet, to a point;

THENCE, through GRANTOR'S land, North 35 degrees 40 minutes 00 seconds East, 245.23 feet, to a point;

THENCE, through GRANTOR'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 358.47 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 09 degrees 05 minutes 00 seconds East, 30.00 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through GRANTOR'S land and following along the Permanent Public Water Utility System Easement, South 80 degrees 40 minutes 00 seconds West, 346.05 feet, to a point on the Permanent Public Water System Utility Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 35 degrees 40 minutes 00 seconds West, 225.83 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 09 degrees 30 minutes 00 seconds West, 76.01 feet, to a point on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, South 89 degrees 00 minutes 00 seconds West, 180.69 feet, to a point on the GRANTOR'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the First Temporary Easement to be acquired.

ii. Second Temporary Construction Easement

BEGINNING at a point marked by an iron pipe set within the Right-Of-Way of Rt. 0611, said point being the east most property corner of GRANTOR;

THENCE, along the GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, 334.26 feet, to a point on the GRANTOR'S property line, said point being the POINT OF BEGINNING of the Second Temporary Easement to be acquired;

THENCE, along the GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, 30.00 feet, to a point along the GRANTOR'S property and on the Permanent Public Water Utility System Easement;

THENCE, through GRANTOR'S land and along the Permanent Public Water Utility System Easement, North 09 degrees 20 minutes 00 seconds West, 410.73 feet to a point on the GRANTOR'S property line with now or formerly of Naseer and Sons, Inc.;

THENCE, along GRANTOR'S property line with now or formerly of Naseer and Sons, Inc., North 89 degrees 00 minutes 00 seconds East, 30.32 feet, to a point along the GRANTOR'S property line;

THENCE, through GRANTOR'S land, South 09 degrees 20 minutes 00 seconds East, 406.33 feet, to a point on the GRANTOR'S property line, said point also being the POINT OF BEGINNING and TERMINUS of the Second Temporary Easement to be acquired (see attached EXHIBIT "B").

Said Temporary Easements contain a total of 36,943 square feet, more or less, or 0.85 acres, as delineated in hatch marks on Exhibit "B" attached hereto and made a part hereof. The temporary construction easements shall continue until the earlier of one hundred eighty (180) days from Route 611 to Route 715 construction project or December 31, 2020.

Deleted: 18

**B. PERMANENT PUBLIC WATER UTILITY SYSTEM EASEMENT:**

BEGINNING at a point marked by an iron pipe set in a stone corner, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING;

THENCE, along the GRANTOR'S property line North 00 degrees 30 minutes 00 seconds West, 20.00 feet, to a point;

THENCE, through GRANTOR'S land, North 89 degrees 00 minutes 00 seconds East, 180.69 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 30 minutes 00 seconds East, 76.01 feet, to a point;

THENCE, through GRANTOR'S land, North 35 degrees 40 minutes 00 seconds East, 225.83 feet, to a point;

THENCE, through GRANTOR'S land and crossing Pocono Creek, North 80 degrees 40 minutes 00 seconds East, 346.05 feet, to a point;

THENCE, through GRANTOR'S land, North 09 degrees 20 minutes 00 seconds West, 393.66 feet, to a point on the GRANTOR'S property line with now or formerly of Naseer and Sons, Inc.;

THENCE, along GRANTOR'S property line, North 89 degrees 00 minutes 00 seconds East, 20.21 feet, to a point on the GRANTOR'S property line,

THENCE, through GRANTOR'S land, South 09 degrees 20 minutes 00 seconds East, 410.73 feet, to a point on GRANTOR'S property line with now or formerly of the School District of the Township of Pocono,

THENCE, along GRANTOR'S property line South 80 degrees 40 minutes 00 seconds West, (at 208.74 feet passing through a property boundary) (passing over the Pocono Creek), 357.76 feet, to a point,

THENCE, through GRANTOR'S land, South 35 degrees 40 minutes 00 seconds West, 218.90 feet, to a point, said point being a corner of the GRANTOR'S property and now or formerly of the School District of the Township of Pocono,

THENCE, thence along GRANTOR'S property line, South 09 degrees 30 minutes 00 seconds West, 88.00 feet, to a point, said point being a shared property corner of: the GRANTOR; now or formerly of the School District of the Township of Pocono; and now or formerly of Chelsea Pocono Finance, LLC,

THENCE, along GRANTOR'S property line, South 89 degrees 00 minutes 00 seconds West, 197.50 feet, to a point, said point being the southwest most shared property corner of GRANTOR and of, now or formerly of, Chelsea Pocono Finance, LLC, said point also being the POINT OF BEGINNING and conclusion of the public water utility system easement to be acquired (see attached Exhibit "A").

Said permanent public water utility easement contains 24,891 square feet, more or less, or 0.57 acres, as delineated in white on Exhibit "A" attached hereto and made a part hereof.

**BEING PART** of the same premises which The School District of the Township of Pocono, now by merger and change of name, The Pocono Mountain School District, by its deed dated June 20, 2006, and recorded on June 20, 2006, in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Record Book 2271, Page 6353, granted and conveyed unto Pocono Township, Grantor hereof, in fee.

This Amended Easement is granted for the purpose of extending the period of time in which the temporary construction easements are in effect thereby extending the period of time from December 31, 2018 to December 31, 2020, unless extended otherwise by the parties by agreement. All other rights and privileges granted in the Easement recorded in Record Book Volume 2478, Page 6066 remain in full force and effect.

**Together** with all and singular the buildings, lines, and improvements, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law equity, or otherwise howsoever, of, in, and to the same and every part thereof.

**To have and to hold** the said permanent and temporary easements, right-of-way, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

**AND** the said Grantor does hereby covenant and agree to and with the said Grantee that the Grantor, its successors and assigns, and shall and will SPECIALLY WARRANT the permanent

Formatted: Indent: First line: 0.5"



and temporary water main easements hereby conveyed and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against lawful claims and demands of the said Grantor and all persons claiming or to claim by, through or under them.

Deleted: ¶

Page Break

In Witness Whereof, the said party of the first part has caused these presents to be executed and its Township seal hereunto affixed the day and year aforesaid.

ATTEST:

POCONO TOWNSHIP

(Asst.) Secretary

By: \_\_\_\_\_ (SEAL)  
(Vice) President

(TOWNSHIP SEAL)

The correct and precise P.O. address of the within-named Grantee is:

410 Mill Creek Road  
East Stroudsburg, PA 18301

On behalf of said Grantee

COMMONWEALTH OF PENNSYLVANIA :  
ss.  
COUNTY OF MONROE :

On this, the \_\_\_\_ day of \_\_\_\_\_, 2018, 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 Pocono Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of Pocono Township by himself as (Vice) President, and desired the same might be recorded as such.

Deleted: 6

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

\_\_\_\_\_  
Notary Public  
Commonwealth of Pennsylvania  
My Commission Expires:

Prepared by:

JOHN C. PREVOZNIK, ESQUIRE  
ATTORNEY AT LAW  
47 SOUTH COURTLAND STREET  
EAST STROUDSBURG, PENNSYLVANIA 18301  
(570) 426-9660  
(570) 424-8142 Facsimile

WWH

WEITZMANN, WEITZMANN & HUFFMAN LLC

TODD W. WEITZMANN  
GRETCHEN MARSH WEITZMANN  
DEBORAH L. HUFFMAN

July 20, 2018

**BY HAND DELIVERY**

Pocono Township Board of Commissioners  
Pocono Township Municipal Building  
112 Township Drive  
Tannersville, PA 18372

**Re: Petition for Zoning Map Change  
Property Tax ID #: 12/2/1/27  
PIN: 12-6381-00-15-7256**

Dear Members of the Board:

I represent Marion M. Alleger, who owns the above referenced property in Pocono Township. Ms. Alleger's property is classified as a Medium Density Residential (R-2) zoning district, but it is wholly surrounded by the Commercial (C) zoning district. Ms. Alleger desires for her property to be rezoned to the Commercial (C) zoning classification.

On behalf of Ms. Alleger, we ask that you accept the enclosed Petition for Zoning Map Change and, in accordance with Section 906 of the Pocono Township Zoning Ordinance, refer the Petition and accompanying draft ordinance to the Pocono Township and Monroe County Planning Commissions for their recommendations. I understand that your next meeting is on Monday, August 6, 2018 at 7:00 p.m. Please let me know if you require our attendance at that meeting.

Thank you for your consideration of this request.

Sincerely,

**WEITZMANN, WEITZMANN & HUFFMAN, LLC**

By:   
Todd W. Weitzmann

Encls.

cc: Marion M. Alleger (w/encs.)

Z:\Todd\Clients\Alleger, Marion\Pocono Twp Commissioners Ltr Enc Petition To Rezone - 7.20.2018.Docx

1. Petitioner is Marion M. Allegor, an adult individual, with a mailing address of 704 Thomas Street, Stroudsburg, Pennsylvania 18360.

2. Petitioner is the fee simple owner of certain property located at the northeast corner of the intersection of PA Route 611 (S.R. 0611) and Bartonsville Avenue, with an address of 2806 - 2812 Bartonsville Avenue, which bears Monroe County Tax ID No. 12/2/1/27 and Property Identification Number 12-6381-00-15-7256 (the "Subject Property").

3. The Subject Property is improved with two structures and is currently used as a residence.

4. The Subject Property is classified as a Medium Density Residential (R-2) zoning district pursuant to Pocono Township's Official Zoning Map.

5. Despite its residential zoning classification, the Subject Property is entirely surrounded by properties zoned for commercial uses and structures as permitted in the Commercial (C) zoning district under the Pocono Township Zoning Ordinance. A true and correct copy of the relevant portion of the Official Zoning Map, including the Subject Property, is attached hereto as Exhibit A and incorporated by reference.

6. In fact, the Subject Property is effectively an island of residential property located within a corridor of properties zoned for commercial uses and structures along PA Route 611 according to Pocono Township's Official Zoning Map.

7. This corridor of commercially zoned properties continues beyond the Pocono Township boundary into Hamilton Township, where the adjacent properties are also zoned for commercial uses.

8. Petitioner believes and therefore avers that the highest and best use of the Subject Property is for commercial uses and structures.

9. Petitioner believes and therefore avers that the needs of Pocono Township, as reflected by its official Zoning Map, are best met by an amendment of the Official Zoning Map to include the Subject Property in the Commercial (C) zoning district.

10. Petitioner requests that the Board of Commissioners adopt an Ordinance to rezone the Subject Property from the Medium Density Residential (R-2) to Commercial (C) and amend the Official Zoning Map of Pocono Township to reflect this rezoning. Petitioner respectfully submits the proposed ordinance attached hereto as Exhibit B for consideration by the Board.

11. Petitioner requests that this Petition be referred to the Pocono Township and Monroe County Planning Commissions for recommendations, and that a hearing be scheduled before the Board of Commissioners in accordance with the Section 906 and other provisions of the Pocono Township Zoning Ordinance and the Pennsylvania Municipalities Planning Code.

WHEREFORE, Petitioner requests that the Pocono Township Board of Commissioners amend its Official Zoning Map to change the zoning classification of the Subject Property from Medium Density Residential (R-2) to Commercial (C).

Respectfully submitted,

WEITZMANN, WEITZMANN & HUFFMAN, LLC

Dated: July 20, 2018

By: Todd Weitzmann

Todd W. Weitzmann, Esquire

Attorney ID No. 80312

700 Monroe Street

Stroudsburg, PA 18360

(570) 421-8550

Attorney for Petitioner



**VERIFICATION**

I, Marion M. Alleger, Petitioner herein, verify that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

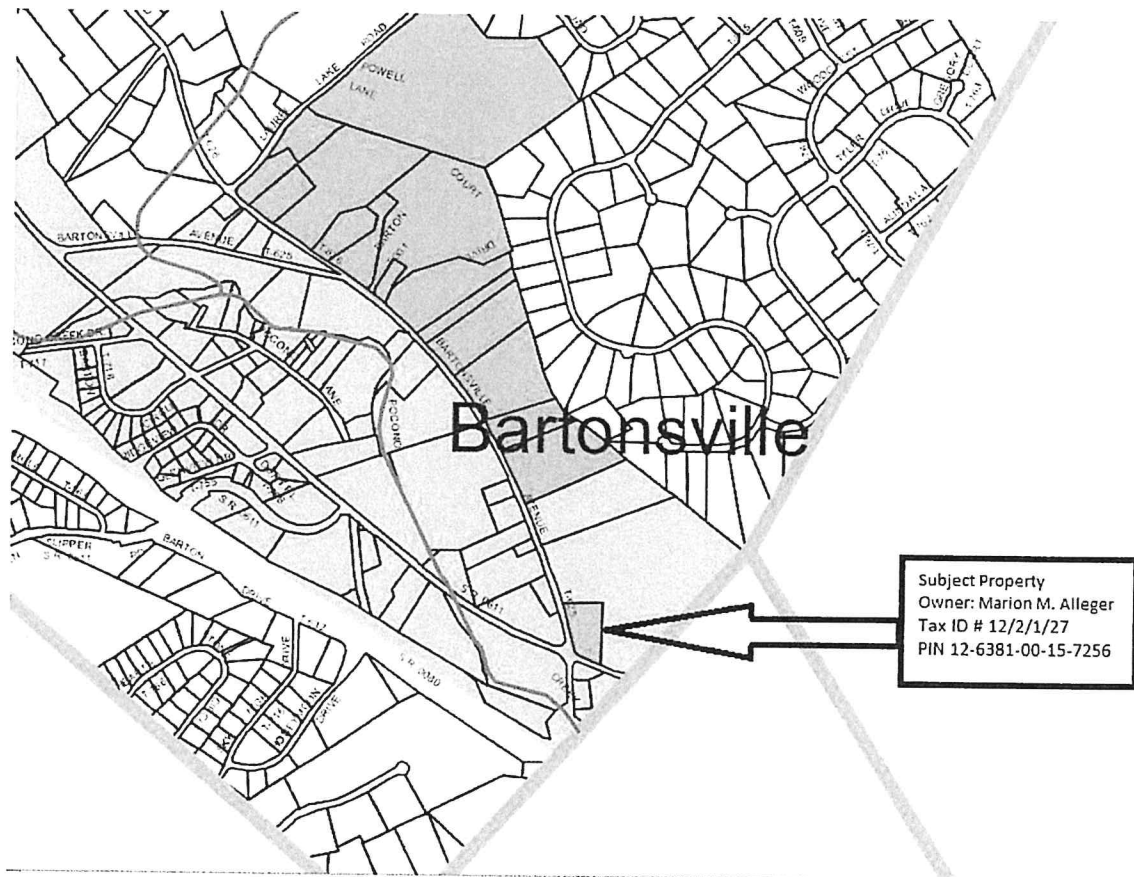
Dated: 7-19-18

Marion M. Alleger  
MARION M. ALLEGER

# **EXHIBIT A**

PORTION OF THE OFFICIAL ZONING MAP OF POCONO TOWNSHIP

MARION M. ALLEGER PROPERTY



# **EXHIBIT B**

POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF POCONO TOWNSHIP TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM MEDIUM DENSITY RESIDENTIAL (R-2) TO COMMERCIAL (C) ON THAT CERTAIN PARCEL LOCATED AT 2806 - 2812 BARTONSVILLE AVENUE AND IDENTIFIED AS TAX ID NO. 12/2/1/27 AND PIN 12-6381-00-15-7256.

*WHEREAS*, Section 609 of the Pennsylvania Municipalities Planning Code, codified at 53 P.S. § 10609, and Article IX (Administration), Section 906 of the Pocono Township Zoning Ordinance, authorize the Board of Commissioners to enact zoning ordinance amendments, including changes to the Official Zoning Map; and

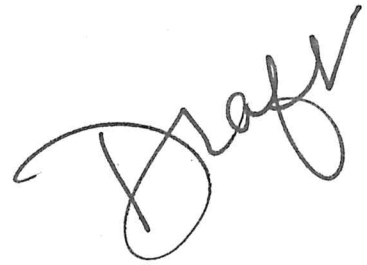
*WHEREAS*, pursuant to the authority of the Municipalities Planning Code and the Zoning Ordinance, the Board desires to change the zoning classification of a certain parcel of land in Pocono Township bearing Tax ID number 12/2/1/27 and PIN 12-6381-00-15-7256 from Medium Density Residential (R-2) to Commercial (C); and

*WHEREAS*, the Board finds that it is in the best interests of the health, safety and welfare of Pocono Township residents to change the zoning district classification on the said property and to amend the Official Zoning Map as set forth in this Ordinance.

*NOW, THEREFORE*, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, does hereby *ENACT* and *ORDAIN*:

**SECTION 1. AMENDMENT OF ZONING CLASSIFICATION AND OFFICIAL ZONING MAP OF POCONO TOWNSHIP.**

The zoning district classification of the parcel of land identified as Tax ID No. 12/2/1/27 and PIN 12-6381-00-15-7256, which is located at 2806 - 2812 Bartonsville Avenue, in Pocono Township, Monroe County, Pennsylvania, shall be and hereby is changed from Medium Density Residential (R-2) to Commercial (C). In addition, this change in the zoning district classification

A handwritten signature in black ink, appearing to read "D. Hall", is located in the top right corner of the page.

of the said property shall be entered on the Official Zoning Map of Pocono Township promptly after this ordinance is adopted by the Board of Commissioners.

**SECTION 2. SEVERABILITY.**

The provisions of this ordinance are severable and in the event that any provision is held invalid, void, illegal, or unconstitutional by any court, it is the intent of the Board of Commissioners that such determination by the Court shall not affect or render void the remaining provisions of this ordinance. It is the declared intent of the Board of Commissioners that this ordinance would have been enacted if any provision subsequently declared to be void, invalid, illegal or unconstitutional had not been included at the time of enactment.

**SECTION 3. REPEALER.**

Any specific provisions of the Pocono Township Zoning Ordinance and Official Zoning Map that are in direct conflict with this ordinance are hereby repealed.

**SECTION 4. AUTHORITY.**

This ordinance is enacted under the authority conferred by the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247 as reenacted and amended.

**SECTION 5 - EFFECTIVE DATE.**

This ordinance shall take effect five (5) days after the date of its enactment.

*[signatures follow on the next page]*



ENACTED and ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COMMISSIONERS OF  
POCONO TOWNSHIP**

\_\_\_\_\_  
Gerald Lastowski, President

\_\_\_\_\_  
Robert DeYoung, Vice President

\_\_\_\_\_  
Jerrod Belvin, Commissioner

\_\_\_\_\_  
Harold Werkheiser, Commissioner

\_\_\_\_\_  
Richard Wielebinski, Commissioner

ATTEST:

\_\_\_\_\_  
Secretary

(TOWNSHIP SEAL)