



Pocono Township

PENNSYLVANIA

POCONO TOWNSHIP COMMISSIONERS AGENDA

April 30, 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 –

This meeting replaces May 7, 2018 regular BOC meeting

Regular BOC meeting – May 15, 2018 (replaces May 21st)

Spring Clean-up – May 3, 4, 5

Peace Officers Memorial Day – May 15th – 4 – 8pm – TLC

Executive Session – held - April 19, 2018 – personnel and union negotiations

Executive Session – held – April 26, 2018 – personnel and union negotiations

Hearings –

Presentations –

Eagle Scout – Jared Thomas Cziko

OLD BUSINESS

1. Motion to approve minutes of the April 16, 2018 Meeting of Board of Commissioners (action item*)
2. Motion to approve minutes of April 25, 2018 work session (action item*)
3. Motion to approve minutes of April 26, 2018 work session (action item*)
4. Motion to authorize the attendance of Leo DeVito and Jon Tressler at ZHB scheduled for Tuesday, May 29, 2018 at 5pm concerning the Ertle appeal (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

NEW BUSINESS

1. Personnel

- a. Motion to offer conditional offer of employment to an additional two police officer candidates pending the positive outcome of additional testing (possible action item*)

2. Financial Transactions

- a. Ratify vouchers payable for the period ending April 27, 2018 in the amount of \$ 1,311.43 (action item*)
- b. Ratify gross payroll for pay period ending April 22, 2018 in the amount of \$ 74,955.74 (action item*)
- c. Approve vouchers payable received through April 27, 2018 in the amount of \$ 77,361.95 (action item*)
- d. Approve capital expenditures received through April 27, 2018 in the amount of \$14,504.39 (action item*)

3. Capital Purchases

- a. Motion to award the rubberized flooring project at Mountain View Park to The Playground Pros as the lowest of three quotes at \$12,375.00 for approximately 900 sq ft, 2.5" deep rubberized flooring extending the crossing abilities play area, pending review of final agreement by solicitor (action item*)
- b. Travel/Training Authorizations (Approve/Ratify)

Report of the President

Commissioners Comments

Bob De Young – Vice President

Harold Werkheiser – Commissioner

Rich Wielebinski – Commissioner

Jerrold Belvin – Commissioner

- Motion to authorize the Solicitor to prepare a revision to Ordinance #139, to change the Permitted times for burning to Monday, Wednesday and Friday – 4pm – 9pm and Saturday from 7:30am – 4pm. (action item*)
- Dangerous Structures
 - Motion to authorize Zoning Officer to proceed with danger structure process at 2975 Bartonville Avenue – 3 structures (action item*)
- ACT26 – Motion to authorize Township engineer and solicitor to prepare compliance documents to amend the Act 537 plan to adopt new changed from Act 26 into the Township Sewage Management Plan

Reports

- a. Finance Committee

(Action Item*)

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** Change to agenda versus draft posted on website

- b. Administration – Manager's Report
 - i. Ed Getz medical leave has been postponed until further notice.
 - ii. Motion to authorize President of Board to sign document to authorize continued representation by Jens H. Damgaard now with Eckert Seamans Cherin & Mellott, LLC. (action item*)
- c. Public Works Report
- d. Township Engineer Report
 - i. Update Status Report on Sewer Redesign
 - ii. Update on Route 611 Sewer Line Relocation Work Update
 - iii. Update on Sanofi Sanitary Sewer Easement
 - iv. Update on enclosure for Valve Station #5
 - v. Update on White Oak Culvert replacement project
 - vi. Update on Fish Hill Road Storm System Notice of violation from MCCD (possible action item*)
 - vii. Update on TLC Bridge with discussion on submittal for DCNR grant for this project (possible action item*)
- g. Township Solicitor Report
 - i. Update on Exxon Monitoring Wells Agreement
 - ii. Motion to enter into a one-year agreement with Host Compliance for assistance in compiling data on Short Term Rental Properties in Pocono Township in the amount of \$5,843.00 contingent upon solicitor's review and changes (action item*)
 - iii. Motion to authorize President of Board of Commissioners to sign Master Service Agreement with Site 2 entering into a one-year agreement for back up IT services at \$210.00/month (action item*)
 - iv. Update on Pocono Highlands – Section 5

Resolutions

- Resolution 2018-38 – resolution denying preliminary/final plan approval of Ertle Enterprises, Inc land development plan (action item*)
- Resolution 2018-39 – resolution amending Resolution 2017-03 changing the composition of the Park Board to include one seat be held by a member of the Historical Association (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*)

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** Change to agenda versus draft posted on website

JARED THOMAS CZIKO
Boy Scout Eagle Scout – Troop 85
2630 Brookdale Road
Scotrun, PA 18355
570-856-2129
jared.cziko@yahoo.com

March 11, 2018

Pocono Township Board of Commissioners
112 Township Drive
Tannersville, PA 18327

Dear Commissioners:

It is my pleasure to announce that Jared Thomas Cziko has successfully met all of the requirements to receive the rank of Eagle Scout. He has shown fine leadership skills in his five years in Boy Scout Troop 85 by holding the positions of Assistant Patrol Leader, Patrol Leader, Senior Patrol Leader, and Instructor plus earning 32 merit badges.

Jared designed and built, along with family, friends and fellow scouts, a permanent flag retirement burn pit near the baseball fields behind the Pocono Township Volunteer Fire Department in Tannersville, PA. Jared also landscaped the area by placing landscaping timbers around the area, shrubs and stone. Jared also, put up a flag pole in the area. Jared refurbished a clothing drop bin for the community to drop off their old and damaged flags to be retired. The bin sits outside Troop 85's scout hall which is in the same area. Jared wanted to give our flags and country the proper respect it deserves and build something permanent for future generations of scouts to use.

A letter or certificate of achievement would be greatly appreciated from your organization addressed to Jared Thomas Cziko. He is the 79th Eagle Scout in Boy Scout Troop 85, Tannersville, Pennsylvania. You are invited to present the certificate at his Eagle Court of Honor on Saturday, May 12, 2018. The ceremony will begin at 1:00 p.m. at St. Luke's Ambulance Hall, Tannersville, PA.

Please R.S.V.P. by calling 570-856-219.

Sincerely,
Advancement Committee
Boy Scout Troop 85

30th 15th 17^{PM}

POCONO TOWNSHIP BOARD OF COMMISSIONERS

REGULAR MEETING MINUTES

APRIL 16th, 2018 6:45 P.M.

DRAFT

The Regular meeting of the Pocono Township Commissioners was held on Monday April 16th, 2018 at the St. Luke's Ambulance Building, Tannersville, PA, and was opened by President Gerald Lastowski at 6:45 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:

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

PUBLIC COMMENT: J. Lastowski, explained the Board's policy for public comment.

Annabella Lastowski, Twp. resident, spoke on behalf of the library. She noted she met with the librarian and explained the library's benefits to the Township residents. She asked the Township and Board to continue to support the library.

Barth Rubins, property owner on Rt. 715, spoke concerning PennDOT's plan to realign Rt. 715 and his difficulty in obtaining a PennDOT HOP due to the realignment. He spoke in favor of moving it through the TLC property.

B. Rubins requested to meet with the BOC to discuss. J. Lastowski suggested he contact the Twp. Manager to set up a meeting. J. Lastowski noted the Township has not been able to influence PennDOT in the past. Christopher Ortolan, Twp. resident, requested the Board allow public comment for the presentation by Airpark Resort (Spa Castle), and the legal obligation for the Twp. to address sewer issues.

Gene Percudani, owner of the Citizen's bank property and other Township properties, spoke in favor of Township requesting PennDOT move the 715 realignment to the TLC property, noting the toxic ponds at TLC and the no longer need for the foot bridge. J. Lastowski explained the ponds and soil were recently tested and no contamination was found. He requested to meet with the Board to discuss.

J. Lastowski thanked the residents for their comments.

INTERVIEW FOR CIVIL SERVICE COMMISSION:

James J. Moloughney, Tannersville, PA, was interviewed for the Civil Service Alternate position. He noted his experience as litigator and mediator and his ability to be available for the meetings since he has retired.

ANNOUNCEMENTS:

Change of Dates for May Meetings:

April 30th - 6:00 p.m. - Sewer Meeting

April 30th - 7:00 p.m. - Regular Meeting (rescheduled from May 7th)

May 15th - 7:00 p.m. - Regular Meeting (rescheduled from May 21st)

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018

PRESENTATIONS:

Airpark Resort (formerly Spa Castle) - Deanna Schmoyer and David Wieller, Barton-Lawson, Inc. represented Airpark Resort. D. Schmoyer explained previously the project requested 250,000 GPDs into the stream based on DEP criteria. C. Castle has revised the plan to reduce the size of the project. The existing resort buildings and cottages will be renovated and the number of units will be reduced to 260 in total. DEP approved 125,000 gallons on lot sewer disposal. D. Wieller explained the waste water treatment plant can discharge into the stream or by spray and/or drip irrigation, or connect to the Township's sewer system. D. Schmoyer requested the Board consider allowing the project to connect to the Township sewer system.

J. Lastowski questioned if BCRA was contacted. D. Schmoyer noted they have discussed the project with BCRA. R. Wielebinski questioned where the water line would run. D. Wieller noted it would be along the sewer line if granted. J. Lastowski noted the Board would discuss their request at the next sewer meeting.

R. Wielebinski questioned if they would repave the roadways if the Township allowed them to connect. D. Schmoyer noted they would repave.

R. Wielebinski questioned odor control for spray irrigation. D. Schmoyer noted it would be clean water from the WWTP.

J. Lastowski questioned what the resort will be used for. D. Schmoyer noted the family vacations, natural areas, restaurants, observatory, and possible conference rooms.

J. Belvin questioned if it would be time share units. D. Schmoyer explained there are no time share units.

R. Wielebinski requested a site tour for the Board. D. Schmoyer will arrange with the Twp. Manager.

J. Belvin made a motion, seconded by R. Wielebinski, to suspend the policy for public comment at only the beginning and end of meeting and allow public comment.

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

Tom Olsen, Twp. resident, questioned the aviation easement. D. Schmoyer noted the airport will not be used.

Patti Niles, Twp. resident, questioned to whom the resort will be marketed. D. Schmoyer noted it will be for family vacations.

Robert Gornicz, Twp. resident, questioned the original amount of units and sewer use. D. Schmoyer explained during the time Birchwood resort operated, DEP sewer regulations were not as strict. DEP now requires 400 gallons per day are required per unit.

Karen Figgures, Twp. resident, questioned how a drip system is determined. D. Wieller explained the soil testing determines the way sewer may be treated.

MINUTES:

R. Wielebinski made a motion, seconded by J. Belvin, to approve the Board of Commissioners 04/02/2018 regular minutes.

Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, abstained; and J. Belvin, yes. Motion carried.

pg. 3
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PERSONNEL:

PARK-

R. Wielebinski made a motion, seconded by J. Lastowski, to rehire Catherine Needham as seasonal park employee for Pocono Township Parks at a rate of \$13.00 per hour, for not more than 32 hours per week, effective Wednesday, April 21st, 2018.

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

POLICE -

B. DeYoung made a motion, seconded by J. Belvin, to offer a conditional offer of employment to the following three police officer candidates, as recommended by the Civil Service Commission and pending outcome of additional testing to:

Ryan Melley

James Scott

Joseph Bianchi

J. Lastowski requested Pocono Township Chief of Police, Kent Werkheiser, reach out to the officers near retirement. J. Lastowski noted if any officer is considering retirement, he would be in favor of an additional hire. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PUBLIC WORKS -

J. Lastowski made a motion, seconded by R. Wielebinski, to approve Phillip Starner medical Leave of Absence through May 29th, 2018, conditioned upon a full medical release to return to work. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to grant FMLA leave of Absence for Ed Getz beginning April 19th, 2018 for approximately 4 to 6 weeks. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

FINANCIAL TRANSACTIONS:

J. Lastowski made a motion, seconded by R. Wielebinski, to ratify vouchers payable for the period ending 04/13/2018 in the amount of \$579.72. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Lastowski, to ratify gross payroll totaling \$100,972.00 for pay period ending 04/08/2018. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

R. Wielebinski made a motion, seconded by J. Lastowski, to approve vouchers payable totaling \$364,745.97 for period ending 04/08/2018. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018
FINANCIAL TRANSACTIONS CONT:

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PG. 4

R. Wielebinski made a motion, seconded by J. Lastowski, to approve the submittal of invoices for reimbursement through LSA grant in the amount of \$109,214.00. R. Wielebinski confirmed it was for the Police Vehicles. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

TRAVEL/TRAINING AUTHORIZATIONS

R. Wielebinski a motion, seconded by J. Lastowski, to approve Commissioner Jerrod Belvin attending the PSATC Annual Conference June 21st to 24th, 2018 at Skytop Lodge including registration and day attendance costs of approximately \$200.00. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, abstained. Motion carried.

REPORT OF THE PRESIDENT:

Gerald Lastowski, President

Library Space - J. Lastowski explained the Board wishes to discuss expanding the current library space so that the residents and taxpayers get the best service. J. Lastowski explained last year under the previous board, it was discovered that approximately \$250,000 was collected through taxes for the small branch. He requested the Board open a dialog with the Eastern Monroe Public Library to make the Pocono Branch Library bigger and better for the residents. J. Lastowski noted the Township is in the process of reviewing all the buildings to determine future needs.

J. Lastowski made a motion, seconded by B. DeYoung, for the Board to sanction a subcommittee to open a dialog with Eastern Monroe Public Library with regards to the Pocono Township branch and its future. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin noted he met with some from the Library and was concern the Twp. may lose the Library if they were to move and be required to pay rent. For that reason he voted no. Motion carried.

R. Wielebinski made a motion, seconded by J. Belvin, to suspend the policy for public comment at only the beginning and end of meeting and allow public comment. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Richard Picone, Twp. Resident, spoke on the use of the empty school building for additional office space and the library. Annabella Lastowski, PMSD Board member, noted Pocono Elementary Center will be used for school programs.

R. Wielebinski noted he did not have any intention of moving the Library out of the Township building.

COMMISSIONERS REPORTS:

Robert M. DeYoung, Vice - President - no report.

Harold Werkheiser, Commissioner - absent.

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018
COMMISSIONER COMMENTS CONT:

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PG. 5

Richard Wielebinski, Commissioner -

Lot 1 Route 611 - R. Wielebinski thanked the property owner for removing the structure.

2765 Route 611 - R. Wielebinski made a motion, seconded by J. Lastowski, to authorize the Township Solicitor and the Zoning Officer to proceed in taking the owner to the magistrate to remove the dangerous structures. Ellen Gndt, Twp. resident, questioned the cost to the Township. Patti Niles, Twp. resident, thanked the Board for pursuing removal of dangerous structures. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Lot 2 Sullivan Trail and 2812 Bartonville Ave - R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Zoning Officer to send notice to the property owners enforcing the Ordinance. J. Lastowski opened to public comment. No comments were made. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

2990 Rt. 611 - Warner Road/611 -

J. Lastowski made a motion, seconded by R. Wielebinski, to authorize the Twp. Zoning Officer and Twp. Solicitor, to proceed with action to enforce the notice of violation. J. Lastowski opened to public comment. No comments were made. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Civil Service Alternate -

R. Wielebinski made a motion, seconded by J. Lastowski, to appoint James J. Moloughney, as Civil Service Alternate for a term expiring 12/31/2019. J. Lastowski opened to public comment. No comments were made. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Jerrold Belvin, Commissioner -

Amusement Tax Ordinance - J. Belvin explained with the growth in Tobyhanna and other areas, the tourist industry places a hardship on the Township EMS resources. R. Wielebinski note the tax would be on ticket sales.

J. Belvin made a motion, seconded by R. Wielebinski, to authorize the Township Solicitor to prepare an Amusement Tax Ordinance. J. Lastowski questioned the type of amusement tax. J. Belvin noted his motion is for the Solicitor to take the lead in drafting an ordinance to fit Pocono Township's needs. J. Lastowski noted the amusement tax should be on ticket sales.

Nathan Laubach, business owner, noted due to the impact of tourist traffic on Friday afternoons, it has caused him to close his office and lose business revenue.

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

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018

COMMISSIONER BELVIN CONT:

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IUP Safety Study - No action.

Invasive Species - J. Belvin noted Monroe County is in quarantine for the Spotted Lanternfly. He noted Vector Control has provided information on the invasive species affecting our township.

REPORTS:

EMERGENCY SERVICES-

Police Department - K. Werkheiser, Pocono Township Police Chief, gave his report noting 944 incidents for March. A full copy of his report is on file and available at the Township Building.

EMS - Rodney Wolfe, St. Luke's Director of Operations, gave his report noting 116 EMS calls for March. He introduced Brad Harrison who will replace him as St. Luke's Emergency and Transport Services Monroe Regional Manager. R. Wielebinski questioned when the subscription will be available. R. Wolfe noted it runs from May to May and should be sent to residents soon.

Fire Company - Brad Harrison, Fire Chief, noted 69 calls for March for a total of 147 call for 2018 (01/01 to 03/31/2018). He announced the Carnival dates are July 16th to July 21st with a 2018 Subaru Crosstrek as the vehicle raffle car.

Park Board - Nathan Laubach, Park secretary, thanked the Township for working to clean up the park so it may be opened. Ballfields are being prepared and Pavilion rentals through RecDesk have generated \$2,050 in revenue. He requested the Board consider the Logo sample for approval.

2018 MOU with NCC - J. Lastowski made a motion, seconded by J. Belvin, to enter into an MOU with NCC for the 2018 season. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Finance Committee - No report

Sewer Committee -

Kalahari - 2017 Check for overages was received in the amount of \$151,368.00.

BCRA rerate - J. Lastowski noted the Township has met with BCRA and Tobyhanna concerning Tobyhanna Township's expansion plans and requests for sewer capacity. He noted it is up to Pocono Township to approve the sewer capacity on the Twp. lines. BCRA would rerate the sewer plant for an additional 1.5 million gallons. J. Lastowski made a motion, seconded by B. DeYoung, to look favorable in helping Tobyhanna with their sewer capacity conditioned upon a favorable agreement with BCRA. J. Lastowski noted BCRA wishes to be the seller of the EDUs which would mean BCRA receives the tapping fees and user fees.

BCRA RERATES CONT:

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PG. 17

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

Richard Picone, Twp. resident, questioned the cost of maintenance for the additional flows. J. Lastowski noted it would be part of the agreement.

Jennifer Wise-Werkheiser, Twp. resident, questioned the rerate and if it will impact daily usage for residents. J. Lastowski noted it will be reviewed in the agreement.

Ellen Gndt, Twp. resident, questioned the cost to the Township. J. Lastowski noted the burden of cost is on Tobyhanna.

Administration - Manager's Report -

Monroe County Tax Collection Committee - opposing House Resolution 291 D. Asure, Twp. Manager, explained there is an effort for the State Department of Revenue to collect Local Earned Income Tax.

Letter of Support for NCC Grant - D. Asure, Twp. Manager, explained NCC is applying for a grant to build a walking trail around their campus.

J. Lastowski made a motion, seconded by B. DeYoung, to authorize the Twp. Manager, to send a letter of support for the NCC submittal of a grant proposal for a walking trail around the campus. Annabella Lastowski, Twp. resident, questioned the Township's liability. Dee Raneri, NCC, noted it will be NCC's responsibility for the liability and policing of the trail. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

2011 Ford Crown Victoria

R. Wielebinski made a motion, seconded by B. DeYoung, to award the sale of the 2011 Ford Crown Victoria to Peter Bajuz in the amount of \$1,325.00 as highest bidder on Municibid. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

2013 Ford Interceptor

R. Wielebinski made a motion, seconded by J. Lastowski, to award the sale of the 2013 Ford Interceptor to Michael Bearer in the amount of \$4,756.00 as highest bidder on Municibid. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Cameltop Lodge at Camelback

R. Wielebinski Made a motion, seconded by J. Belvin, to authorize the Twp. Manager to send a letter to DEP confirming that Cameltop Lodge is in the Camelback WWTP service area as confirmed by the Zoning Officer. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018
Public Works Report -

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PG. 8

Single Axle Truck

J. Lastowski made a motion, seconded by R. Wielebinski, to award the purchase of a Single Axle Truck to Hunter Keystone Peterbilt for \$93,991.00 as per co-star quote. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, abstained; and J. Belvin, yes. Motion carried.

Single Axle Truck Body

R. Wielebinski made a motion, seconded by J. Belvin, to award the purchase of a Single Axle Truck Body to E.M. Kutz for \$64,661.00 as per co-star quote. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Tandem Truck

J. Lastowski made a motion, seconded by R. Wielebinski, to award the purchase of a Tandem Truck to Hunter Keystone Peterbilt for \$127,706.00 as per co-star quote. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, abstained; and J. Belvin, yes. Motion carried.

Tandem Truck Body

R. Wielebinski made a motion, seconded by J. Lastowski, to award the purchase of a Tandem Truck Body to E.M. Kutz for \$70,489.0 as per co-star quote. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

TOWNSHIP ENGINEER REPORT:

Status Report on Sewer Redesign - Valve #1 is up and running and Valve Station #2 should be completed by the end of the week.

Route 611 Sewer Line Relocation Work Update - J. Tresslar, Twp. Engineer, noted he met with PennDOT and should have additional information soon.

Sanofi Sanitary Sewer Easement - no report.

Enclosure for Valve Station #5 - J. Tresslar, Twp. Engineer, noted the Bid will be opened 5/23/2018.

White Oak Culvert replacement project - J. Tresslar, Twp. Engineer, explained plans were given to Robert Sargent, Road Supervisor and the plan were submitted to DEP for the permit.

Fish Hill Road Storm System Notice of Violation from MCCD - J. Tresslar, Twp. Engineer, noted he has been working with MCCD to resolve the violation. He explained the stilling basin has filled with grit material and will need to be cleaned as well as the culverts. The drainpipe under the Church's driveway has collapsed and will need replacement. R. Wielebinski questioned if the Township could obtain quotes for cleaning of the culverts in the Township.

POCONO TOWNSHIP COMMISSIONERS REGULAR MEETING, 04/16/2018
TOWNSHIP ENGINEER REPORT CONT:

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Payment Application No. 7 - Milnes Company

J. Lastowski a motion, seconded by B. DeYoung, to approve Payment Application No. 7 to the Milnes Company, in the amount of \$34,910.55 as recommended by Patrick Briegel and Boucher & James, Inc. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

TLC Bridge - J. Tresslar, Twp. Engineer, noted will have a cost estimate by the next meeting.

Interrupters - J. Tresslar noted the Township received the final mylars for the Township to sign. He estimated installation to be in the fall.

TOWNSHIP SOLICITOR REPORT:

Update on Exxon Monitoring Well Agreement - Lisa Pereira, Twp. Solicitor, explained they have not received a response from Lawrence Lopresti.

Codification Ordinance

R. Wielebinski made a motion, seconded by J. Belvin, to authorize the Twp. Solicitor to advertise a hearing for the Codification of Township Ordinances on May 15th, 2018 at 7:00 p.m. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

Fontaine vs. Pocono Township

R. Wielebinski made a motion, seconded by J. Lastowski, to approve the settlement with Fontaine vs Pocono Township. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

PUBLIC COMMENT:

Duane Kerzic, property owner, questioned the Short Term Rental licenses and if other property owners were complying.

J. Lastowski noted the Township is doing everything they can to find STR properties to enforce the ordinance.

Christopher Ortolan, Twp. resident, questioned if a report could be included in the minutes for STRs. Michael Tripus, Twp. Zoning Officer, noted he submitted a report directly to the Board.

Laurie Pryor, Twp. resident, questioned the safety inspection. D.ASURE, Twp. Manager, noted the Township is working with EHD for inspections for risk management.

ADJOURNMENT INTO EXECUTIVE SESSION:

J. Lastowski made a motion, seconded by R. Wielebinski, to adjourn the meeting into executive session to discuss a personnel matter at 9:05 p.m. Roll call: R. Wielebinski, yes; J. Lastowski, yes; B. DeYoung, yes; and J. Belvin, yes. Motion carried.

POCONO TOWNSHIP BOARD OF COMMISSIONERS

Work Session Minutes

DATE: April 25, 2018
TIME: 4:00 pm
PLACE: Township Building
PRESIDING COMMISSIONER: Jerry Lastowski
ROLL CALL:

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

Also present were members of PFM – Wes Hall and Scott Shearer and Bond Council Jens Damgaard, and Donna Asure-Township Manager

The work session was called to order at 4:05 pm by President Lastowski.
The work session was to discuss the financial condition of the Pocono Township sewer system.

Discussion involved –

- Current bank balances and budget for both the operating and construction sewer budget
- Future projects both capital, Act 537 requirements and large users
- Conservative estimates of finances going forward for purpose of budgeting and planning
- The ability for the Commissioners to consider reducing user fees going forward and how that might affect finances

The Township Manager was asked to meet with the township engineer to project some estimated costs over the next five to ten years. The figures will be provided to PFM who will meet with the Commissioners again during the 2019 budget preparation for further discussion.

There was no public comment received.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN DURING WORK SESSION.
The work session ended at 5:30pm.

Submitted by:

Donna M. Asure
Township Manager

POCONO TOWNSHIP BOARD OF COMMISSIONERS
Work Session Minutes

DATE: April 26, 2018
TIME: 4:05 pm
PLACE: Township Building
PRESIDING COMMISSIONER: Jerry Lastowski
ROLL CALL:

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

Also present were members of the Park Board – Jennifer Fisher, Tony Farda and Dottie Telesky, Dee Ackerman, Leo DeVito-Solicitor, Donna Asure-Township Manager

The work session was called to order at 4:00pm by President Lastowski.
The Park Board provided an agenda and discussed issues of importance to the board and requested guidance on how to proceed on certain topics.

Topics discussed were –

- The role of the park board as defined by the First-Class Code and Township Resolution
- The need for an additional pavilion, the correct location, parking issues and access
- Rec Desk and the process to be used going forward to enter both pavilion rentals and field usage
- The new park and rec logo
- The capital purchase of the rubberized flooring to expand the area around the crossing abilities play ground
- The various upcoming events and the need for agreements for each function as well as a standard agreement for the use of the Heritage Center
- The possibility of a commissioner representative attending the park board meetings and the possible need to change day/time of meeting
- The use of Facebook and the administrator for these sites
- The need to change the resolution governing the park board to designate one seat on the board to the Historical Association

There was no public comment received.

NO OFFICIAL ACTIONS OR ROLL CALL VOTES WERE TAKEN DURING WORK SESSION.
The work session ended at 5:30pm.

Submitted by:

Donna M. Asure
Township Manager

POCONO TOWNSHIP
Monday, April 30, 2018

SUMMARY

<u>Ratify</u>		
General Fund	\$	75,819.85
Sewer Operating	\$	447.32
Sewer Construction	\$	-
Capital Reserve	\$	-
<u>Bill List</u>		
TOTAL General Fund	\$	61,153.94
TOTAL Sewer <u>OPERATING</u> Fund	\$	11,368.56
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	4,839.45
TOTAL Capital Reserve Fund	\$	14,504.39
<u>Budget Adjustments</u>	\$	-
<u>Budget Appropriations</u>	\$	-

Notes:

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, April 30, 2018

	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
General Fund					
Payroll	04/25/2018			PAY 8	74,955.74
General Expenditures					
	04/19/2018	57002	VERIZON	Mobile phones township	351.34
	04/19/2018	57003	VERIZON	Mobile phones/ iPad Police	512.77
				TOTAL PAYROLL	\$74,955.74
Sewer Operating Fund					
	04/19/2018	2137	VERIZON	Sewer modem	80.04
	04/25/2018	2138	MET-ED	Pump station electric utilities	367.28
					\$ 447.32
				TOTAL General Fund Bills	\$ 864.11
Sewer Construction Fund					
				TOTAL Sewer Construction Fund	\$ -
Capital Reserve Fund					
				TOTAL Capital Reserve Fund	\$ -
TOTAL General Fund					\$75,819.85
TOTAL Sewer Operating					447.32
TOTAL Sewer Construction					-
Total Capital Reserve					-
				Transferred by:	
					\$76,267.17

Authorized by: _____

POCONO TOWNSHIP CHECK LISTING **Monday, April 30, 2018**

<u>General Fund</u>	<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
	04/26/2018	57004	Nationwide 457	Supplemental 457 Plan 588-60597	2,664.53
	04/26/2018	57005	MetLife	Non-police pension contribution April 2018	3,666.23
	04/26/2018	57006	US Bank	Police pension employee contribution April 2018	4,968.35
	04/27/2018	57007	Beretta USA Corp	Training	300.00
	04/27/2018	57008	Best Auto Service Center	Police Vehicle Repair	201.64
	04/27/2018	57009	BIU of PA, Inc.	SEO/ZO Services	3,245.00
	04/27/2018	57010	Boucher & James, Inc.	Engineering - various projects	11,218.50
	04/27/2018	57011	Chemung Supply Corporation	Pipes	12,385.70
	04/27/2018	57012	Cramer, Swetz, McManus, & Jordan P.C.	Audit response	210.00
	04/27/2018	57013	Cyphers Truck Parts	Head light	119.90
	04/27/2018	57014	D.G. Nicholas Co.	Part	121.98
	04/27/2018	57015	DELL Marketing, L.P.	Toner	138.79
	04/27/2018	57016	Diesel Express, Inc.	Truck #3	3,818.95
	04/27/2018	57017	Donna Kenderdine Reporting	Court Reporter	140.00
	04/27/2018	57018	Double M Productions	Public Works - Shirts	693.50
	04/27/2018	57019	Eastern Alarm Systems	Electronic copy	88.76
	04/27/2018	57020	Engle-Hambright & Davies, Inc.	PennDOT Bond	1,152.00
	04/27/2018	57021	Eureka Stone Quarry, Inc.	Surge/2A	1,609.00
	04/27/2018	57022	Francis Smith & Sons Inc	UST Operator	250.00
	04/27/2018	57023	Gotta Go Potties, Inc	Mt. View	255.00
	04/27/2018	57024	Highmark Inc.	Spending Account	4,532.41
	04/27/2018	57025	J. P. Mascaro & Sons	Twp. Garbage	257.55
	04/27/2018	57026	Lackawanna College	Mandatory Updates for Department	240.00
	04/27/2018	57027	Mountain Road Feed Store	Weed Fabric - Sycamore Drive	125.00
	04/27/2018	57028	Nauman Mechanical Inc.	PW Exhaust Fans - Twp. Heat	2,729.30
	04/27/2018	57029	Otto, Jamie Lynn	Cleaning	550.00
	04/27/2018	57030	PAPCO, Inc.	Diesel/Oil	3,042.30
	04/27/2018	57031	Pocono Township	Petty Cash Replenishment	158.09

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
04/27/2018	57032	Sander Power Equipment Co.	Diesel Generator	950.00
04/27/2018	57033	Signal Service, Inc.	Signal repair - Winter Storm	363.00
04/27/2018	57034	Staples Credit Plan	Office Supplies	95.04
04/27/2018	57035	Tulpehocken Mountain Spring Water Inc	Water	94.50
04/27/2018	57036	UNIFIRST Corporation	Carpet/Uniforms	140.98
04/27/2018	57037	Wittel, Jason	Decal - Police Department	60.00
04/27/2018	57038	Lawson Products	Shop stock	567.94
TOTAL General Fund \$				61,153.94

Sewer Operating Fund

04/27/2018	2139	BLUE RIDGE COMMUNICATIONS	Phone/modems pump stations	120.92
04/27/2018	2140	BROUGHAL & DEVITO, L.L.P.	Legal services / sewer	75.00
04/27/2018	2141	Evoqua Water Technologies LLC	Bioxide	2,915.00
04/27/2018	2142	J P Mascaro & Sons	Waste removal	94.50
04/27/2018	2143	Pocono Management Associates LLC	Contracted services 4/9 - 4/15 & 4/16 -4/22	3,552.95
04/27/2018	2145	Boucher & James	Sewer engineering	4,610.19
TOTAL Sewer Operating \$				11,368.56

Sewer Construction Fund

04/26/2018	255	Boucher & James	Sewer construction projects engineering	4,839.45
TOTAL Sewer Construction Fund \$				4,839.45

Capital Reserve Fund

04/26/2018	198	Advanced Collision	Paining of unit 95 & unit 87	\$ 1,959.60
04/26/2018	199	Dell Marketing	Computer for zoning office	\$ 1,703.52
04/26/2018	200	P&D Emergency Services	Outfitting unit 95	\$ 10,841.27
TOTAL Capital Reserve Fund \$				14,504.39

Date Check

ESSA

TOTAL General Fund
 TOTAL Sewer Construction Fund
 TOTAL ESSA TRANSFER

Wayne Bank

Sewer Operating
 Capital Reserve
 TOTAL WAYNE TRANSFER

Amount

Memo

Vendor

\$ 61,153.94
 \$ 4,839.45
 \$ 65,993.39

Transferred by: _____

\$ 11,368.56
 \$ 14,504.39
 \$ 25,872.95

Authorized by: _____

Approve

The Playground Pros
154 North Sheridan Road
Newmanstown, PA, 17073
610-589-1763, 610-589-1817 fax, 610-413-9832 cell
bill@theplaygroundpros.com

March 14, 2018

Project: Poured in Place

Pocono Township
Attn: Esme Felins
112 Township Drive
Tannersville, PA 18372

Proposal for the following services;

Excavate approx. 900 sq ft up to 7" deep leaving spoils on site within 75'.
Supply, install and compact approx. 900 sq ft of 2A Modified stone 3"-4" thick as a base for poured in place surfacing.
Supply and install approx. 900 sq ft of 2 1/2" thick poured in place surfacing over compacted stone base using a 50/50 mix of black and 1 standard color (blue, green, beige and terra cotta). \$12,375

Surface shall be warranted for labor and materials for a period of five (5) years against all defects.

Our installation schedule has not been set for this year. Snow, rain and low temperatures have not allowed us to begin installation this year. Based on current contracted projects and weather permitting, I estimate installation will occur by mid-June.

Installation employees have following clearances;

1. PA Criminal Background Check Act 34
2. PA Child Abuse Clearance Act 151
3. FBI Criminal Background Check Fingerprinting Act 114

-Installation price is based on play area being accessible to 1. Small construction vehicles such as a pick up truck, skidloader (Bobcat), etc for installation. 2. Tri-axle dump trucks for excavation and stone. 3. Tractor trailer for mulch. Additional charges will apply if vehicular access is unavailable.

-The area should be level and free of any obvious obstructions

Unless otherwise noted above prices do not include;

-Site preparation and removal or disposal of existing equipment, surfacing, fencing or border materials.

-Any required permits are the responsibility of the owner.

-The supply of material.

-Unloading or storage of the equipment once on site.

-Security of equipment after it is unloaded at the site or overnight security during installation.

-Any additional expenses caused by hidden rock, underground utilities, or other unforeseen obstructions

-Third party inspections

The Playground Pros shall not be responsible for damages to unmarked and private underground items. Hard digging costs are not included in this quote. Should a hand dig be required additional costs of \$250 per hour shall apply.

Finished height of all equipment is based on manufacturers' recommendations.

Safety zone requirements shall be provided. It is the customers' responsibility to maintain this perimeter.

The Playground Pros is not responsible for customers' choice of safety surfacing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any

March 14, 2018

• Page 2

alteration or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above this proposal. All agreements are contingent upon accidents or delays beyond our control. This proposal is valid for 90 days from date above. Contractor will leave site clean and ready for owner supplied and installed landscaping.
-Installation employees will be paid non-prevailing wage rates.

TO SCHEDULE THIS INSTALLATION PROJECT: Please sign and return/fax one copy of this statement to The Playground Pros. You will be invoiced by The Playground Pros upon completion.

X _____.

Prices valid 90 days.



Surface America, Inc.
PO Box 157
Williamsville NY 14231

SURFACEAMERICA

Recreational & Athletic Surfacing for Maximum
Performance

Phone: (800) 999-0555

Fax: (716) 632-8324

Quote Number: 77537

QUOTE

Page: 1 of 2

Quote To:

Esme Felins
Pocono Township Park and Recreation
122 Township Drive
PO Box 197
Tannersville PA 18372
Attn: Esme Felins

Date: 2/27/2018

Expires: 6/27/2018

Project: Mountain View Park Play Area -
Tannersville, PA

Description:

PlayBound Poured-In-Place: 2-1/2" thick system (Thicknesses subject to nominal variation) with top surface 50% Color/50% Black speckled mix to include freight and Aromatic binder.

United States Dollar

Line	Part	Description	Rev	Drawing
1	SYS-001	System, PlayBound Poured-In-Place	001	

Sales Category	Quantity	Unit Price	Net Price
Installed	900.00SF	15.30 /1	\$ 13,770.00

Line 1 Subtotal: \$ 13,770.00

Surface America's PlayBound Poured-In-Place system, UltraTile, and PlayBound Tile are IPEMA Certified. **REDUCE YOUR RISK BY USING AN IPEMA CERTIFIED MANUFACTURER.**

Top surface applied at industry leading rate of 2.44 lbs per sq ft. . . Long term durability

2-1/2" thick Poured-in-Place System meets 5' critical fall height.

Thicknesses quote to meet industry standards for ASTM testing of 1000 HIC/200 GMax. We are able to meet lower HIC and Gmax values as required but must be provided the written specifications stating that requirement to quote accordingly. If different than what is quoted, customer to advise and pricing will be revised.

Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time, and after the installation is completed.

Price valid 120 days from day quote is provided.

Teal, Yellow, Purple, and Primary Red are considered premium colors; if one of the listed colors is selected for more than 25% of the top surface, unit price will be increased by \$.30/sq ft, to cover additional costs.

If Aliphatic binder is not used, colors may amber when exposed to UV rays. This is an industry wide scenario when Aromatic binder is used. Some colors may amber more than others, however the potential exists for all colors.

With certain EPDM rubber colors (All Blues, Pearl, Gray, Purple, Teal), we recommend aliphatic (non-yellowing) binder be considered. Blues and Light Gray will amber (yellow) the most when using standard aromatic. For standard Aromatic binder will decrease the unit price by \$1.00/sq. Ft

Add \$1.50/sq ft to unit price for 100% color, which represents one solid color or one color mix. No graphics are quoted. Should graphics be desired, submit diagram with layout and project will be re-quoted.

Final confirmation of square footage and thickness to be verified and approved by customer. Price quoted based on specific information provided by customer. If different than what was provided, project will need to be re-quoted.



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PO Box 157
Williamsville NY 14231

Phone: (800) 999-0555
Fax: (716) 632-8324

SURFACEAMERICA®
Recreational & Athletic Surfacing for Maximum Performance

Quote Number: 77537

QUOTE

Page: 2 of 2

Site work done by others - play surface to be installed on sub base - Sub base options in order of recommendation are Concrete, Asphalt or Crushed Stone and are not provided by Surface America.

Surfacing will be installed to follow slope of the sub base and thickness for rubber quoted to be kept consistent

No slopes or mounds of any kind are quoted. If required, customer must submit diagram with location and project will be requoted. Please note for mounds, crushed stone is not recommended due to the fact that crushed stone will move and over time the gaps between the crushed stone will cause issues and movement. If you must use crushed stone, it is required to have a concrete or asphalt covering over the crushed stone to make it solid.

FOR MOUNDS (which were not quoted)- Max degree of mound is to be 30 degrees or less; 30 deg. (57.5%) max slope for any mound 4' high or over - 45 deg. (100%) max slope for any mound under 4' high. Also note when referring to a ratio (1:2), it is always height that is listed first and length that is listed second. Example: a 45 degree slope is listed as 1:1. If mound is steeper - Surface America will not be able to warranty surface; also, installation may not even be possible. If slope is great than what is recommended, Surface America cannot guarantee warranty.

Installation of surfacing system shall occur only when minimum ambient temperatures are 40 degrees F or above throughout the day and overnight.

Standard prevailing wages.

Crews must have free, clear and ease of access to site from unload point for price to hold. Crews would need a minimum of a 6' wide clearance opening from the outside to the play area where product is being installed for the equipment and materials used for this installation. Additional costs may be incurred should access be less than acceptable. If stairs are required to gain access to site, pricing will need to be re-quoted and customer must advise location and number of stairs. If material and machinery would need to be hoisted, it would be provided by others to roof level &/or non-street level at no cost to Surface America. Crane, electrical and water provided by customer at no additional charge to Surface America. Ease of access into area is necessary for amount estimated; if access is difficult please advise and request re-quote.

Pricing is based on information provided by the customer not plans and specs for project which were not submitted at time of quote generation.

Any restrictions/fees incurred with unloading and/or reloading truck based on rules of the specific city requirements or ferry costs and restrictions, will be at the expense of the customer at no charge to Surface America.

Contact Surface America with requests, orders, or questions.

**For Material Only Quotes, the necessary sales tax must be added*

**Protection of the surface from damage and vandalism during the installation process is the responsibility of the customer*

structures

**Play & Park Structures of New
Jersey & New York**
920 Bayshore Ave.
West Islip, NY, 11795
Phone: 631-449-5664
Fax:
Email:
jposanti@playandpark.com
Contact: John Posanti

Pour In Place Surfacing

Pocono Township Parks & Recreation
Attn: Charlie Lynn Trapasso
112 Township Drive
Tannersville, PA 18372
Phone: 570-629-1922
Fax: 570-629-7325
vinchin1@earthlink.net

Quote Number: 876-111337

Quote Date: 10/10/2017

Stock ID	Description	Quantity	Weight	Unit Price	Amount
PIP	900 SF of PIP 50% Color / 50% Black - 2" thick for 5' CFH	1	0	\$13,478.00	\$13,478.00
OPTION	Opt for 100% color	1	0	\$2,542.00	\$2,542.00

Total Weight:

0

SubTotal: \$16,020.00

Total Amount: \$16,020.00

Taxes not included. If the customer is not exempt, taxes will be added to the total. ___ Freight based on shipping to Tannersville, PA 18372

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

3% cash discount available on all prepaid play-related product (Includes Marlin financed orders and EFT).

1% discount available on all play-related equipment orders prepaid with credit card.

Prepayment is required on all orders under \$1k (excluding municipalities).

Surfacing, Installation, Freight, and Tax are not eligible for discount.

Extending Terms: Credit will be reviewed by both Playcore and our partner, Marlin Finance, on all orders over \$1k requesting terms. When credit information is insufficient for Playcore to extend terms, and financing is deemed necessary to process the order, the customer will be notified and reserves the sole right to accept or decline the financing option.

Payment terms: payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Original quote



C/O MRC
PO BOX 106
SPRING LAKE, NJ 07762
Ph: 732-458-111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

1

QUOTE
#138949

03/07/2018

PA Pocono Township of Mountainview Park GTImpax PIP Option 2

Pocono Township of
Attn: Esme Felins
112 Township Drive
Tannersville, PA 18372
Phone: 570-656-2035
esme@ptd.net

Project #: P87971
Ship To Zip: 18372

Quantity	Part #	Description	Unit Price	Amount
1	P17989	GT-Impax - 900 SF Poured in Place Surfacing 50% Color/ 50% Black, 1.75" Thick for 4' CFH	\$12,478.00	\$12,478.00
1	P17989	GT-Impax - Supply and Install 4" Stone Base	\$3,602.00	\$3,602.00
1	P17989	GT-Impax - Option for Playcore to provide dumpster	\$650.00	\$650.00
1	P17989	GT-Impax - Option for Playcore to provide site security	\$350.00	\$350.00

NOTES:

...Tax Exemption Certificate must be submitted with order or tax will be applied.

...Aromatic Binder Included. Selected Colors may Amber.

...Regular Wages Included.

...Installation and Freight included.

...Graphics not included.

...Standard Color Quoted.

...Standard Warranty for PIP is 5 Years.

...Compacted Stone Base.

SubTotal: \$17,080.00
Total Amount: \$17,080.00

DM/mg





C/O MRC
PO BOX 106
SPRING LAKE, NJ 07762
Ph: 732-458-111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

1

QUOTE
#138949

03/07/2018

PA Pocono Township of Mountainview Park GTImpax PIP Option 2

NOTES: It is the customer's responsibility to verify total square footage of materials.

- Poured in place must be installed on asphalt, concrete or crushed stone surfacing.
- Grading and base preparation of area is required prior to installation of above surfacing.
- Base must meet GTImpax Architectural Specifications.
- All ground preparation is the responsibility of the customer.
- Customer must be on site at time of delivery.
- Customer is responsible for overnight security of the site. A large turning area is required for access by tractor/trailer.

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o Marturano Recreation**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING/PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. **Payment terms:** Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

SHIPMENT: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

FREIGHT CHARGES: Prepaid and added at time of invoicing.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

RECEIPT OF GOODS: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

REQUIRED INFORMATION WITH ORDER: Is GameTime playground equipment being purchased with this Order?

If so, order number: _____

Who is installing playground equipment? _____

Who is responsible for sub-base for poured-in-place surfacing? _____

Contact Name: _____

Contact Phone: _____

Sales Representative: Doug Maynard



POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2014 - 12

AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY,
COMMONWEALTH OF PENNSYLVANIA AMENDING ORDINANCE NO. 139, "THE
POCONO TOWNSHIP BURNING ORDINANCE" BY PROVIDING ADDITIONAL
REGULATIONS RELATING TO OPEN BURNING.

WHEREAS, by its Ordinance No. 139 duly ordained and enacted at a regular public meeting on April 6, 2009, the Pocono Township Board of Supervisors enacted the Pocono Township Burning Ordinance; and

WHEREAS, the Pocono Township Board of Commissioners now desire to amend certain portions of the Burning Ordinance by adding additional regulations with respect to open burning.

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

SECTION 1: Article V Definitions of Ordinance No. 139 is hereby amended by adding the following definitions:

"LEAF WASTE - Leaves, garden residue, shrubbery and tree trimmings and similar materials, but not including grass clippings.

RECYCLING MATERIALS - Materials generated by a person or entity which can be separated from other municipal waste and returned to commerce to be reused as a resource in the development of useful products. Materials which may be recycled include but are not limited to: glass (clear, brown or green), aluminum, steel and bimetal cans, high-grade office paper, mixed paper, newspaper (including newspaper inserts), telephone books, corrugated paper, magazines and other periodicals, plastic containers and other materials as may be designated by the Township from time to time as recyclable materials."

SECTION 2: Article VI Requirements §6.3.A Prohibited Materials of Ordinance No. 139 is hereby deleted in its entirety and replaced with the following:

"A. Prohibited Materials -- All waste products shall be disposed of in accord with Pennsylvania Department of Environmental Protection Rules and Regulation, the Monroe County Municipal Waste Management Plan, the Monroe County Municipal Waste Management Ordinance, and the Township's Recycling Ordinance; and the intentional burning of the following materials shall be prohibited in the Township:

1. Any materials designated as recyclables under the State, County or Township regulations or ordinances
2. Any paper products

3. Solid or liquid household waste
4. Construction and demolition waste, insulation, shingles, or treated wood
5. Paint, or painted or stained objects
6. Furniture, mattresses, or box springs
7. Plastic, styrofoam, rubber, fiberglass, insulating coating on wire, or PVC products.
8. Metal, television sets and appliances, vehicles and vehicle parts
9. Batteries
10. Waste oil or other petroleum products, or excessive amounts of accelerants
11. Tires
12. Animal matter or offal, by-products or waste materials generated by any production process
13. Diapers
14. Any other material the burning of which can produce noxious or hazardous smoke or fumes
15. Any municipal waste
16. Any Leaf Waste or Recycling Materials in any public or private place outside of a building."

SECTION 3: Article VI Requirements §6.3.B of Ordinance No. 139 is hereby amended to read as follows:

"Permitted Materials - Natural wood may be burned within the Township only if such items are generated on the property on which the burning is conducted."

SECTION 4: Severability. The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective

SECTION 5: Repealer Clause. All Ordinances or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: Effective Date. This Ordinance shall be effective immediately.

ORDAINED AND ENACTED this 30th day of September, 2014, at a regular public meeting after public hearing thereon.

ATTEST:

TOWNSHIP OF POCONO
MONROE COUNTY


PAMELA FINKBEINER
Township Secretary


RICHARD WIELEBINSKI
President, Board of Commissioners

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. 139

AN ORDINANCE OF POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA, PROHIBITING CERTAIN TYPES OF OPEN BURNING AS A PUBLIC NUISANCE, PROVIDING STANDARDS FOR BURNING, AND PRESCRIBING PENALTIES FOR VIOLATIONS.

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

ARTICLE I Short Title	1
ARTICLE II Purpose	1
ARTICLE III Authority	1
ARTICLE IV Nuisance Declared; Responsibility; Violation	1
ARTICLE V Definitions	2
ARTICLE VI Requirements	2
§6.1. Prohibition; Hours for Open Burning; Extinguishment	
§6.2. Exemptions; Bonfires.	
§6.3. Standards Applicable to All Burning.	
§6.4. Open Burning.	
ARTICLE VII Permits	4
ARTICLE VIII Enforcement Officer; Compliance; Violations and Penalties; Other Remedies; Action to Abate	4
§8.1. Enforcement Officer	
§8.2. Compliance.	
§8.3. Violations and penalties.	
§8.4. Other Remedies.	
§8.5. Abatement by Township and Recovery of Costs.	
ARTICLE IX Repealer	5
ARTICLE X Severability	5
ARTICLE XI Municipal Liability	5
ARTICLE XII Effective Date	5

ARTICLE I Short Title

This Ordinance shall be known and may be cited as *THE POCONO TOWNSHIP BURNING ORDINANCE*.

ARTICLE II Purpose

The purpose of this Ordinance is to protect and promote the health, safety and general welfare of the citizens of Pocono Township and the public at large by regulating open burning to minimize its public health effect and environmental impacts, and to abate public nuisances associated with open burning.

ARTICLE III Authority

This Ordinance is ordained and enacted under the authority granted by §1506, §1529 and §1601 of the Pennsylvania Second Class Township Code, 53 P.S. §66506, §66529 and §66601.

ARTICLE IV Nuisances Declared; Responsibility; Violation.

- A. Any open burning which does not comply with the provisions of this Ordinance is hereby declared to be a public nuisance.
- B. It shall be the responsibility of the property owner of the premises upon which any open burning is being conducted, jointly with the person conducting such violation, to comply with the provisions of this Ordinance.
- C. Any open burning which does not comply with the provisions of this Ordinance shall be deemed to be in violation of this Ordinance. The property owner of the premises upon which any such violation is occurring, as well as with the person engaging in such violation, shall be subject to the penalties and remedies prescribed herein.

ARTICLE V Definitions

Bonfire - A large outdoor fire of a size larger than necessary for cooking and which is conducted for a special event or celebration by a government, school district, community based organization or other person.

Enforcement Officer - The individual(s), agency or firm appointed by the Pocono Township Board of Supervisors to enforce the provisions of this Ordinance.

Fire - The phenomenon of rapid self-sustaining chemical reaction (oxidation) usually accompanied by the evolution of light and heat.

Fire Company - The Pocono Township Volunteer Fire Company or any fire company that has a mutual aid agreement with the Pocono Township Volunteer Fire Company.

Natural Wood - Wood, which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

Open Burning - Any outdoor fire wherein the products of combustion are emitted to the open air which is not exempted by §6.2,A or permitted by §6.2,B of this Ordinance.

Owner - The person who, alone or jointly or severally with others is the owner of record of the premises as filed with the Monroe County Recorder of Deeds. In the case where an owner is represented by an agent, including but not limited to a manager, executor, executrix, administrator, administratrix, or guardian of the estate of the owner, such person thus representing the actual owner shall be bound to comply with the provisions of this Ordinance and with rules and regulations adopted pursuant thereto, to the same extent as if he were the owner.

Person - An individual, trustee, executor, other fiduciary, corporation, firm, partnership, association, organization or other legal entity.

Police Officer - A duly appointed Police Officer of the Pocono Township Police Department, any police department that has a mutual aid agreement with the Pocono Township Police Department, or the Pennsylvania State Police.

Property - A piece, parcel, lot or tract of land.

Township - The Township of Pocono, Monroe County, Pennsylvania.

ARTICLE VI Requirements

§6.1. Prohibition; Hours for Open Burning; Extinguishment

- A. Prohibition - It shall be unlawful for any person to intentionally burn, ignite, incinerate, or allow to burn, ignite, or incinerate, any and all materials, the burning of which shall emit noxious fumes, smoke, ash or other material, or to cause and allow an open fire to be maintained; except in strict conformity with this Ordinance. Any person violating any provision of this Ordinance shall be subject to the penalties herein provided.
- B. Hours for Open Burning - Open burning shall only be permitted on Saturdays between the hours of 7:00 A.M. and 2:00 P.M. and on Wednesdays between the hours of 5:00 P.M. and 9:00 P.M., and such fires shall be fully extinguished no later than 2:00 P.M. on Saturdays and 9:00 P.M. on Wednesdays. Bonfires may be conducted at other hours in accord with the permit issued by the Township in accord with §6.2,B.
- C. Extinguishment - Any fire permitted to burn in an unsafe manner, under adverse weather conditions, unsupervised, or otherwise in violation of this Ordinance, or determined unsafe or a nuisance by the Enforcement Officer, a Police Officer, or an Official of the Fire Company shall be extinguished immediately upon demand by

such Officer or Official, or may be extinguished as necessary by the Township or any fire company.

§6.2. Exemptions; Bonfires.

A. Exemptions - Nothing herein shall prohibit:

1. Cooking and Heating - Any burning conducted wholly within the confines of a permanent structure intended for the habitation of human beings, and said fire or burning is used for cooking purposes or for heating said structure.
2. Outdoor Cooking - Any burning, the sole purpose of which is to cook or prepare food, provided that said fire is confined in a fireplace, cooking grill or other container designed for outdoor cooking.
3. Fire Fighting Training - Any burning conducted solely for the purpose of fire-fighter and/or rescue personnel training by the Fire Company.
4. Outdoor Furnace - The use of an outdoor furnace as defined by and in compliance with the Pocono Township Outdoor Furnace Ordinance.

B. Bonfires - Bonfires conducted by a government, school district, community based organization or other person shall be permitted provided such bonfire is conducted in accord with this Ordinance and a permit has been issued by the Township. The bonfire shall be fully extinguished at the time specified on the permit.

§6.3. Standards Applicable to All Burning.

The following standards shall apply to all fires, burning, and incineration in the Township.

A. Prohibited Materials - All waste products shall be disposed of in accord with Pennsylvania Department of Environmental Protection Rules and Regulations; and, the intentional burning of any of the following materials shall be prohibited in the Township:

1. Any material accepted at the Township recycling center including, but not limited to, office paper, magazines, newsprint, corrugated paper (cardboard), aluminum cans, steel and bi-metallic cans, and plastic containers.
2. Any other paper products which contain inks or are coated with plastic, wax or similar material.
3. Solid or liquid household waste except for readily combustible wood and paper products.
4. Construction and demolition waste, insulation, shingles, or treated wood.
5. Paint, or painted or stained objects.
6. Furniture, mattresses, or box springs.
7. Plastic, styrofoam, rubber, fiberglass, insulating coating on wire, or PVC products.
8. Metal, television sets and appliances, vehicles and vehicle parts.
9. Batteries
10. Waste oil or other petroleum products, or excessive amounts of accelerants.
11. Tires.
12. Animal matter or offal, by-products or waste materials generated by any production process.
13. Diapers
14. Any other material the burning of which can produce noxious or hazardous smoke or fumes.

B. Permitted Materials - Grass, brush, branches, leaves, and natural wood may be burned within the Township only if such items are generated on the property on which the burning is conducted.

C. Local, State, and Federal Regulations - All burning, including, but not limited to, burning associated with any production, manufacturing, salvage or reclamation process, shall be conducted only in accord with all applicable local, state, and federal regulations, including but not limited to, the Township Zoning Ordinance; the Air Pollution Control Act of the Commonwealth of Pennsylvania, P.L. 2119 and the provisions thereof, as well as

the regulations of the Pennsylvania Department of Environmental Protection, as pertaining to said act; and the United States Environmental Protection Agency regulations; all of which are incorporated in this Ordinance by reference.

- D. Unattended Burning - No fire shall be set or maintained without a responsible adult being present at all times.
- E. Public Property - No fire shall be set or maintained on any public road except for municipal or state purposes.
- F. Endangerment - No fire shall be set or maintained that may endanger any building or property.
- G. Fire Control Equipment - When any open burning is conducted in accord with this Ordinance, the person responsible for said burning shall maintain at the site any and all equipment appropriate and adequate to contain and control the burning being conducted. Such equipment may, for example, include a charged hose, fire extinguisher, Indian tanks, shovels or rakes.
- H. Lot Clearing - Any trees, branches, brush or other vegetation associated with the clearing of a lot shall be removed from the site, or may be chipped and be deposited on the lot.

§6.4. Open Burning.

In addition to the standards contained in §6.3, the following additional standards shall apply to all outdoor fires.

- A. Burning Ban - No open burning shall be permitted when drought, weather or other conditions present an unusual fire risk or when a ban on burning has been instituted by the Township or an agency of the Commonwealth of Pennsylvania. The Township Board of Supervisors in consultation with the Fire Chief, shall have the right to institute a ban on all open burning in the Township when such unusual fire risk warrants a ban. Notice of such restriction shall be given by notice in a paper of general circulation and by posting a notice at the Township office, or by giving such other notice as the Township shall deem appropriate.
- B. Setbacks - All open burning shall be conducted within the confines of the lot and no open burning shall be permitted within twenty (20) feet of any building, or on any public or private road or road shoulder except as conducted by Township employees.

ARTICLE VII Permits

A permit issued by the Township shall be required for the all open burning allowed by this Ordinance, except that a permit shall not be required for the burning of leaves. Nevertheless, the burning of leaves shall comply with the hours for open burning in §6.1,B and all other requirements of this Ordinance. Any person proposing to set an open fire which requires a permit shall obtain the permit prior to setting the fire. The permit fee, if any, shall be set by resolution of the Board of Supervisors.

ARTICLE VIII Enforcement Officer; Compliance; Violations and penalties; Other Remedies; Action to Abate

§8.1. Enforcement Officer

The Board of Supervisors shall appoint an individual, agency or firm to serve as the Enforcement Officer, who shall be responsible for enforcing the terms of this Ordinance. The terms of the Ordinance may also be enforced by a Police Officer or an Official of the Fire Company.

§8.2. Compliance.

Failure to comply with any provision of this Ordinance, and/or failure to comply with an order to abate a nuisance, shall constitute a violation of this Ordinance.

§8.3. Violations and Penalties.

This Ordinance shall be enforced by action brought before a District Magisterial Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person,

partnership, corporation or other entity who or which violates or permits a violation of the provisions of this Ordinance shall, upon conviction in a summary proceeding, pay a fine of not less than \$500 nor more than \$1,000 per violation, plus all Court costs and reasonable attorneys fees incurred by Pocono Township in the enforcement proceedings, and/or be imprisoned to the extent allowed by law for the punishment of summary offenses. Each day or portion thereof that a violation exists or continues shall constitute a separate violation. Each section of this Ordinance that is violated shall also constitute a separate violation. Further, the appropriate officers or agents of Pocono Township are hereby authorized to seek equitable relief, including injunction, to enforce compliance with this Ordinance. All fines, penalties, costs and reasonable attorney's fees collected for the violation of this Ordinance shall be paid to Pocono Township for its general use.

§8.4. Other Remedies.

In addition to the fines, judgments, and/or imprisonment remedies of §8.3, the Board reserves the right to pursue independent and cumulative remedies at law or equity including a demand for reimbursement of all court costs and reasonable attorney fees.

§8.5. Abatement by Township and Recovery of Costs.

In addition, if the owner or person in control of any premises at which an act or condition constituting a violation of this Ordinance is occurring, fails to respond to an order of compliance, the Enforcement Officer and/or the Police Officer and/or fire Company Official shall be empowered to cause such compliance to be commenced and/or completed by the Township, and the Township may enter a municipal lien upon the premises to recover the cost and expense thereof.

ARTICLE IX Repealer

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

ARTICLE X 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. It is hereby declared as the intent of Pocono Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ARTICLE XI Municipal Liability

Pocono Township, and its agents, officials and representatives shall not under any circumstances be liable or legally responsible for activities or conditions which constitute a nuisance under the terms of this Ordinance. Any liability or damages resulting from activities or conditions constituting a nuisance are the sole responsibility of the owner of the property, and/or the person or persons responsible for said activity or condition. The failure to enforce the terms of this Ordinance shall not constitute a cause of action against Pocono Township or its agents, officials or representatives.

ARTICLE XII Effective Date

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

ENACTED AND ORDAINED into law by the Board of Supervisors of Pocono Township, Monroe County, Pennsylvania, this 6th day of April of 2009.

Jane Ciesion
Chairman

Robert M. Smith
Vice-Chairman

John T. Brandy
Supervisor

ATTEST: Kenise A. Kenna



Eckert Seamans Cherin & Mellott, LLC
213 Market Street
8th Floor
Harrisburg, PA 17101

TEL: 717 237 6000
FAX: 717 237 6019

Jens H. Damgaard
717.237.6031
jdamgaard@eckertseamans.com

April 25, 2018

Ms. Donna Asure, Manager
Ms. Pam Tripus, Secretary
Township of Pocono
P.O. Box 197
Tannersville, PA 18372

VIA E-MAIL TRANSMISSION:

dasure@poconopa.gov
ptripus@poconopa.gov

Dear Donna and Pam:

You should have received an email announcing the transition of the public finance group of Rhoads & Sinon to the law firm of Eckert Seamans Cherin & Mellott, LLC. This will enable us to continue to represent our clients on an uninterrupted basis, including from the same building, located across Market Street from the Harrisburg Hilton. My new direct dial number will be (717) 237-6031. We are excited with the depth and strength which Eckert Seamans adds to our municipal bond practice, and the service to our clients.

Because I have been responsible for handling Pocono Township's bond related transactions, I am required to inform you of two options available to you:

1. The Township may retain me to continue representing you in these matters through the law firm of Eckert Seamans; or
2. The Township may choose to retain new counsel.

Rhoads & Sinon LLP has ceased providing legal services, and so it will not be able to represent the Township on current or future matters.

If the Township wishes for me to continue representing it, please indicate below and I will continue to do so under the same terms as in effect at the time of this letter. If you would like to retain other counsel, your electronic and physical files will be transferred to the firm of your choosing. This transfer to another firm, however, will not be completed until the Township has paid any outstanding invoices for legal services provided by Rhoads & Sinon. Please select below, sign and return to the undersigned. **A scanned copy, with a Township representative's signature, to my new address at jdamgaard@eckertseamans.com will suffice.**

[] I want you to continue to represent Pocono Township through Eckert Seamans.

[] I want to engage other counsel as follows: _____

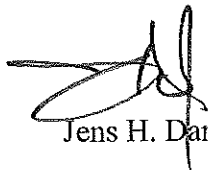
Signed: _____

Title: _____

Thank you for the confidence which you have shown in me in the past. I look forward to being able to continue to represent you. Please call or email if you have any questions.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC


Jens H. Damgaard

JHD/jld

cc: Leo V. DeVito, Jr., Esquire, Township Solicitor (Via E-Mail Transmission:
leodevito@broughal-devito.com)

Affordable modular pricing tailored to Pocono's needs



Mobile Registration

\$5,000 /yr



Address Identification

\$5,843 /yr



Compliance Monitoring

\$1,815 /yr



Rental Activity Monitoring

\$2,420 /yr



24/7 Dedicated Hotline

\$1,452 /yr

Note: Above pricing assumes 205 short-term rental listings and based in USD. Host Compliance would be happy to discuss alternative SOWs, contract terms, contract durations and pricing structures if that would be of interest.



Master Services Agreement

This Master Services Agreement ("Agreement", "Master Agreement", or "MSA") is made and is effective on this 17 day of April, 2018 (the "Effective Date") by and

BETWEEN:

Diversified Disaster Recovery Services, Inc
DBA Site2

With its principal address located at
417 Lackawanna Avenue
Scranton PA 18503
("Site2")

- And -

Pocono Township
With its principal address located at
112 Township Drive
Tannersville, PA 18372
("Customer")

RECITALS:

WHEREAS Site2 owns, distributes and or provides various products or services, **WHEREAS**, Customer desires to license and or purchase certain products or services from Site2, more particularly described on "Hosted Pricing and Services Schedule" attached to and part of this Agreement; and

WHEREAS, Customer wishes to obtain the right to use the products and services from Site2 on the terms and conditions described herein.

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agreeing to be legally bound hereby agree as follows:

1. Defined Terms.

Capitalized terms shall have the following meanings or the meanings assigned to them in the other Sections of the Agreement:

"**Agreement**" means the Hosted Pricing and Services Schedule, this Hosted Master Services Agreement, any addendum to this Master Services Agreement agreed by the parties, and the AUP, collectively. Any conflict between the documents shall be resolved by reading the documents in the foregoing order of precedence.

"**AUP**" means Site2's Acceptable Use Policy, as it may be amended from time to time in accordance with Section 6 (AUP) below.

"**Authorized Personnel**" means the Pocono Township Manager and, if approved by the Pocono Township Board of Commissioners, the President and Vice-President of the Board of Commissioners.

"**Business Day**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern U.S. time, excluding any federal holiday.

"**Effective Date**" means the day that Customer accepts the Agreement, either by signing a Site2 Pricing and Services Schedule or this Master Services Agreement, or by using the Service.

"**Data Center Service**" means the provision of the servers and other devices and service, as applicable.

"**Service Commencement Date**" means the date on which the Customer executes this Agreement; or such other date that the Service is first made available for use by Customer or would have been available for use but for Customer's delay or default.

"**Service Level Agreement**" means the attached schedule that outlines customer support expectations and obligations.

"**Site2**" is a fictitious name registered by Diversified Disaster Recovery Services, Inc.

"**Pricing and Services Schedule**" means a Site2 Pricing and Services Schedule that incorporates this Master Services Agreement by reference and that has been accepted by Customer, as it may be amended from time to time in accordance with the Agreement.

"**Service**" or "**Services**" means the cloud Services and any Supplemental Service(s) (as defined in Section 2) provided by Site2 to Customer, as further defined in the attached schedules.

"**Supplemental Services**" means the services described in Section 2(b).

"**Support**" means: (i) management of the Services by a service delivery team that includes a team leader, account manager, and support specialists with training and experience in cloud services, (ii) availability of live support as defined in the attached Service Level Agreement.

"**Term**" means the Initial Term and any Renewal Term or Extended Term, collectively.

2. Services.

(a) **Cloud Services.** Contingent upon Customer's satisfaction of Site2's credit approval requirements and on Site2's verification of the information provided by Customer for the purpose of establishing the Service, Site2 agrees to provide the cloud Service in accordance with the terms of each Pricing and Services Schedule entered into pursuant to the Agreement and the other terms of the Agreement.

(b) **Supplemental Services.** In addition, Site2 may from time to time perform certain additional services on an hourly or fixed fee basis, such as customization of the Service at Customer's request, consulting and other professional technical services. Supplemental Services will be performed only on Customer's advance written approval and will be invoiced at Site2's published rates. Site2 may also perform services as described in the AUP for the fees stated in the AUP as necessary to remediate problems caused by AUP violations without obtaining advance Customer consent.

3. Term.

This Master Services Agreement shall remain in effect for so long as any Pricing and Services Schedule incorporating this Master Services Agreement are in effect. The term of each Pricing and Services Schedule begins on the Service Commencement Date for that Pricing and Services Schedule and

Master Services Agreement

continues for the period stated in that Pricing and Services Schedule (the "Initial Term"). Site2 and Customer may agree to one or more additional terms having a fixed number of months to follow the expiration of the Initial Term (each a "Renewal Term"). If upon expiration of the Initial Term no Renewal Term has been established by agreement of the parties, the Pricing and Services Schedule shall automatically renew for successive extended terms of one (1) year each (each an "Extended Term") until Site2 or Customer provides the other with thirty (30) days advance written notice of non-renewal. Renewal Terms are subject to automatic price increases of five (5%) percent.

4. Payments.

(a) **Fees.** Customer agrees to pay the fees stated in the Pricing and Services Schedule and fees for any Supplemental Services as described in Section 2(b) above. Site2's first invoice under a Pricing and Services Schedule shall include set up fees and a prorated part of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month. Following the Service Commencement Date, monthly recurring fees shall be invoiced in arrears on or around the first day of each calendar month, and are due on receipt. Invoices for Supplemental Services are due on receipt. Following expiration of the Initial Term, unless Site2 and Customer have agreed to a Renewal Term as described in Section 3 above, Site2 shall increase the monthly recurring fees by five (5%) percent. Fees not disputed within thirty (30) days of the billing date are conclusively deemed accurate and client will be responsible for all charges in full. Payments must be made in U.S. Dollars.

Any invoice discrepancies will be brought to the attention of Site2 in writing, and the related overage or underage will be adjusted on the next month's transaction if all parties agree. Unless otherwise agreed to by Site2 in writing, all payments by customer will be made in full without deduction or setoff for any reason.

(b) **Collections.** Site2 may suspend any or all Services on four (4) Business Days' advance notice to Customer if payment for any Service is overdue. Customer agrees to pay Site2's a current reinstatement fee following a suspension of Service for non-payment. Site2 may charge interest on amounts that are overdue by ten (10) days or more at the lesser of one and a half (1.5%) percent per month or the maximum non-usurious rate under applicable law. Customer agrees to pay Site2's reasonable costs of collection of overdue amounts, including collection agency fees, attorneys' fees and court costs.

(c) **Early Termination.** Customer acknowledges that the amount of the monthly recurring fee for the Service is based on Customer's agreement to pay the monthly recurring fees for the entire Term. Without limiting any other remedy available to Site2 arising from an early termination of the Agreement, in the event Site2 terminates the Agreement for Customer's breach of the Agreement in accordance with Section 14(b) (i) - (iv) (Termination), or Customer terminates the Service other than in accordance with Section 14(a) (i) - (iii) (Termination), all fees due under the Agreement, including the monthly recurring fees, data line fees and other third party fees for the remaining part of the Term, are due thirty (30) days following termination of the Service.

(d) **Taxes.** Customer represents and warrants that it is a tax exempt entity for purposes of all sales, VAT or similar taxes that would otherwise be imposed on the provision of the Services. In the event that a determination is made by the appropriate taxing entity that Customer is not exempt from the aforementioned taxes, Customer shall indemnify Site2 and hold it harmless for any taxes, penalties, interest, fees or costs associated with Site2's failure to collect said taxes from Customer.

5. Provision of Equipment and Service

(a) Site2 will use all reasonable skill and care in the provision of the Service to Customer subject to the terms of the Agreement. Site2 shall have the right to control and direct the means, manner, and method by which it shall perform the Service.

(b) Site2 will use its reasonable efforts to commence the provision of the Service to Customer, but in no event shall Site2 have any liability should there be any delay in the provision of the Service.

(c) Site2 makes no independent representations or warranties with respect to the equipment. In the event that any equipment obtained for Customer by Site2 or by Customer itself fails to perform properly, then such Customers' rights shall be limited to such third party warranties as the sole and exclusive remedies of Customer with respect to such equipment.

(d) If, in Site2's sole discretion, Site2 judges that it is reasonable to do so for the purposes of repair, maintenance or improvement of the equipment, Software and/or Service or any part thereof, Site2 reserves the right to suspend provision of the Service or any part thereof for the purpose of carrying out or implementing such repair, maintenance or improvement, provided that in the event of such suspension Site2 will use its reasonable endeavors to ensure that reasonable notice is given to Customer and minimum disruption to the Service is caused.

(e) Some of Site2's services depend upon software licensing agreements with third party vendors. The customer understands and acknowledges that Site2's ability to continue to provide those services is dependent upon the third party vendor's continued licensing, support and maintenance of that software.

6. Customer Obligations.

Customer agrees to do all of the following at its expense:

(a) **Security Precautions.** Do all those things objectively reasonable to secure its data and computer systems, in connection with its use of the Services;

(b) **Law, AUP.** Comply with all legal requirements applicable to Customer's use of the Services and with the AUP, and if Customer resells Site2's Service, require its customers and end users to comply with applicable legal requirements and the AUP; and

(c) **Investigation of AUP.** Cooperate with Site2's reasonable investigation of any suspected violation of the AUP.

7. AUP.

Customer agrees that Site2 may, in its reasonable commercial judgment, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Customer's use of the Services. Amendments to the AUP are effective on the earlier of Site2's notice to Customer that an amendment has been made, or the beginning of any Renewal Term or Extended Term. However, if: (i) the amendment would materially and adversely affect Customer, (ii) Customer provides Site2 with a written notice describing its objection to the amendment in reasonable detail within five (5) Business Days of the effective date of the amendment, and (iii) Site2 does not agree to waive the amendment as to Customer within five (5) Business Days of Customer's notice, then Customer may terminate the Agreement without liability as provided in Section 13 (a)(iii) (Termination).

8. Suspension of Service.

Customer agrees that Site2 may suspend Services to Customer without liability if: (i) Site2 reasonably believes that the Services are being used in violation of the Agreement or applicable law; (ii) Customer fails to cooperate with any reasonable Site2 investigation of any suspected violation of the AUP;

Master Services Agreement

(iii) there is a denial of service attack on Customer's servers or other event for which Site2 reasonably believes that the suspension of Services is necessary to protect its network or its other customers; (iv) requested by a law enforcement or government agency. (v) payment is due Site2 for service as provided in Section 4(b). Information on Site2's servers will be unavailable during a suspension of Services. Site2 will use commercially reasonable efforts to provide its customers twenty four (24) hours notice of a suspension under this Section, unless a law enforcement or government agency directs otherwise or suspension on shorter or contemporaneous notice is necessary to protect Site2 or its other customers from a significant risk.

9. Representations and Warranties.

(a) Reciprocal. Site2 represents and warrants to Customer, and Customer represents and warrants to Site2, that: (i) it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; (ii) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and, (iii) the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents. If Customer is an individual, Customer represents and warrants that he or she is at least eighteen (18) years of age and has the legal capacity to enter into the Agreement.

(b) Customer. Customer represents and warrants to Site2 that: (i) the information Customer has provided for the purpose of establishing an account with Site2 is accurate; (ii) Customer will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D:3, as set forth in Supplement No. 1 to Part 740 of the United States Export Administration Regulations, (iii) Customer shall not provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any embargoed or highly restricted country under United States export regulations, which include, as of December 2006, Cuba, Iran, and Sudan, (iv) Customer is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons; and (v) Customer shall perform its security and other obligations stated in Section 5 above.

10. Unauthorized Use of Service.

Site2 agrees only to perform the specific security services described in the Pricing and Services Schedule and other part of the Agreement. Customer is otherwise responsible for the security of the servers provided pursuant to this Agreement. Customer shall be responsible for unauthorized use of the Services by any person, unless such unauthorized use results from Site2's failure to perform its obligations under the Agreement.

11. Dispute Between Persons Claiming to Have Authority.

~~Site2 shall take its direction from Authorized Personnel only. Pocono Township shall not under any circumstance expect or anticipate that Site2 will be responsible for resolving any dispute between persons who claim to have authority to act for Customer in connection with the control of Customer's account with Site2.~~

12. Disclaimers.

(a) SITE2 DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT WITH INTERNET CONNECTIVITY THAT COULD RESULT IN THE

LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. NONETHELESS, SITE2 WILL USE ITS BEST EFFORTS TO MAINTAIN THE SECURITY OF CUSTOMER'S DATA.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, SITE2 DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THE AGREEMENT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN. ALL GOODS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, EXCEPT AS EXPRESSLY STATED IN THE SERVICE LEVEL AGREEMENT OR OTHER PART OF THE AGREEMENT.

(c) SITE2 WILL NOT BACK UP CUSTOMER'S DATA STORED ON ANY DEVICE UNLESS BACK UP SERVICES ARE PURCHASED.

13. Limitation of Damages.

The parties agree that the allocations of risk made in this Section are reasonable and that they would not enter into the Agreement without these limitations on liability.

(a) SITE2 SHALL NOT BE LIABLE TO THE CUSTOMER FOR HARM CAUSED BY OR RELATED TO CUSTOMER'S USE OF THE SERVICES (AS SUCH TERM IS DEFINED IN SECTION 1 ABOVE) OR INABILITY TO USE THE SERVICES UNLESS THE HARM WAS CAUSED BY SITE2'S INTENTIONAL BREACH OF THE AGREEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE WILL NOT BE LIABLE FOR RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, LOSS OR CORRUPTION OF DATA, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS AND OPERATION, OR TRANSMISSION OR FAILURE OF PERFORMANCE WHETHER OR NOT LIMITED TO ACTS OF NATURE, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO INFORMATION ON OUR NETWORK.

(b) CUSTOMER HEREBY RELEASES SITE2 FROM ANY LIABILITY FOR LOSS OF DATA TO THE EXTENT THAT THE DATA HAS CHANGED SINCE THE TIME THAT SITE2 WAS LAST REQUIRED BY THE AGREEMENT TO PERFORM A BACK UP.

(c) NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

(e) NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, EXCEPT FOR CLAIMS BASED ON SITE2'S WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF SITE2 AND ANY OF ITS EMPLOYEES, AGENTS SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THE TWICE THE MONTHLY RECURRING FEE PAYABLE UNDER THE PRICING AND SERVICES SCHEDULE(S) IN EFFECT AT THE TIME OF THE OCCURENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM.

(f) NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY WITH RESPECT TO ANY EVENT, ACT OR OMISSION FOR WHICH A CLAIM ACCRUED MORE THAN TWO (2) YEARS PRIOR TO SUCH CLAIM BEING ASSERTED.

14. Termination.

(a) Customer. The Agreement may be terminated by Customer prior to the expiration of the Initial Term or Renewal Term without liability (except for

Master Services Agreement

amounts due for Services through the effective date of termination) as follows: (i) Site2 fails in a material way to provide the Service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail; (ii) Site2 materially violates any other provision of the Agreement and fails to cure the violation within thirty (30) days of Customer's written notice describing the violation in reasonable detail; or (iii) upon thirty (30) days advance written notice in the event of an amendment to the AUP that materially and adversely affects Customer and that is not waived by Site2 as provided in Section 6 (AUP).

(b) **Site2.** The Agreement may be terminated by Site2 prior to the expiration of the Initial Term or Renewal Term, without liability as follows: (i) upon four (4) Business Days notice if Customer is overdue on the payment of any amount due under the Agreement; (ii) Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within thirty (30) days of a written notice from Site2 describing the violation in reasonable detail; (iii) upon one (1) Business Days notice if Customer's Service is used in violation of a material term of the AUP more than once; or (iv) upon reasonable notice of at least ninety (90) days if Site2 is threatened with a legal claim for copyright or patent infringement related to the provision of the Service and is unable to modify the Service in a way that avoids an ongoing risk of liability.

15. Breaches of Contract and Termination

(a) Site2 may immediately block Customers access to and use of the Site2 Service and Software; if at Site2's sole discretion, it deems Customer to be in violation of the terms of this Agreement or that Customers use of the Service is in violation of the law. Customers only recourse with respect to its dissatisfaction with any of the terms, conditions, rules, policies, guidelines or practices in operating the Site2 Service is, to the extent applicable, to terminate the Agreement by delivering notice to Site2 as required under the terms of this Agreement. Subject to Section 15 (b), in the event that Customer is in breach of the Agreement and such a breach is not remedied (other than as to the time for performance) within fourteen (14) days of mailing of written notice requiring such breach to be remedied, Site2 shall, without prejudice to its other rights, have the right to terminate the Agreement and delete the Data immediately and without liability on its part in respect of such termination.

(b) Site2 shall be entitled, without prejudice to its other rights, to block Customers access to and use of the Site2 Service and Software and/ or terminate the Agreement and delete the Data without notice to Customer and without liability if Customer is in breach of Sections 4 or 6 or Customer fails on more than two occasions to pay any sum due under the Agreement within the period specified in the Agreement.

(c) Either Customer or Site2 can terminate this Agreement if the other party becomes insolvent or makes any arrangement or composition with or assignment for the benefit of creditors or if any assets are the subject of any form of seizure or if the other party goes into liquidation, either voluntary or compulsory, or if a receiver or administrator is appointed over any or all of its assets. In the case that either party shall have the insolvency or bankruptcy condition cured or relieved of within sixty (60) days of the notice of such default, then the Service may be resumed in the sole discretion of Site2. The forgoing notwithstanding, in the event that customer becomes insolvent, becomes a debtor in bankruptcy, or otherwise becomes subject to the seizure of its assets or suffer the appointment of a receiver, Site2 may block Customers access to and use of the Site2 Service and Software, terminate the Agreement, and delete the Data.

(d) If Site2 terminates this Agreement following a breach by the Customer of this Agreement, Customer will be liable to pay Site2 100% of the highest Monthly Charge resulting during the Minimum Period or Renewal Period

payable for the remainder of the Minimum Period or Renewal Period. The balance of the Monthly Charges for the Minimum period or Renewal Period shall be accelerated in the event of such breach and Site2 shall be entitled to all such amounts including, but not limited to, late fees, interest, early termination fees, and costs.

(e) In the event that Customer fails to provide notice that Customer will not be renewing this Agreement within the time period set forth in Section 3, this Agreement will automatically renew on a month to month basis at the then available pricing.

(f) Customer acknowledges that its failure to comply with the terms of this Section will result in irreparable harm to Site2 and, accordingly, in addition to any legal remedies available to Site2 as a result of such failure to comply, Site2 will have the right to seek specific performance of Section 15 (e) or other equitable relief (or the equivalent of any such relief known or designated by some other name or term) from any court of competent jurisdiction. Customer agrees that it is to the personal jurisdiction of any such court in an action seeking such relief.

16. Confidentiality.

(a) **Confidential Information.** "Confidential Information" means all information disclosed by one party to the other, whether before or after the execution of the Agreement, that the recipient should reasonably understand to be confidential including: (i) for Site2, Site2's unpublished prices and other terms of service, audit and security reports, server configuration designs, data center designs (including non-graphic information observed by Customer on a tour of a data center), and other proprietary technology, (ii) for Customer, content transmitted to or from, or stored by Customer on, Site2's servers, and (iii) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within thirty (30) day of disclosure; but excluding any information which is independently developed by a non-disclosing party as shown by such party's written business records, is or becomes generally available to the non-disclosing party or the public other than through violation of the Agreement.

(b) **Use and Disclosure.** Each party agrees not to use the other party's Confidential Information except in connection with the performance or use of the Services, or the exercise of its rights under this Agreement, or to disclose the other's confidential information to any third party except as provided in subsection (d) below and to its service providers, agents and representatives who need to know the information to represent or advise it with respect to the subject matter of the Agreement; and provided that such service providers, agents and representatives are bound by confidentiality restrictions at least as stringent as those stated in the Agreement.

(c) **Site2's Use of Customer's Name.** Customer agrees that Site2 may publicly disclose that Site2 is providing services to Customer and, with Customer's written consent, may include Customer's name in promotional materials, including, press releases and on Site2's Web site. Customer agrees to assist Site2 in new business development efforts as requested by Site2.

(d) **Disclosure of Confidential Information.** Notwithstanding anything to the contrary above, Customer agrees that Site2 may, without notice, (i) report to the appropriate authorities any conduct by Customer (or Customer's customers or end users) that Site2 reasonably believes violates applicable law, and (ii) provide any information, including Confidential Information, it has about Customer or its customers or end users that it is required by law or regulation to disclose, or in response to a formal or informal request from a law enforcement or government agency. Site2 may provide any information, including Confidential Information; it has about Customer or its customers or

Master Services Agreement

end users in response to a formal request in a civil action that on its face meets the requirements for such a request.

17. Software.

(a) Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appears on any software provided by Site2. Customer may not reverse engineer, decompile, or disassemble any Site2 provided software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation and then following at least ten (10) days advance written notice, or is permitted by the terms of any "open source" license that governs the use of the software.

(b) Customer acknowledges and agrees that all proprietary right, title and interest in and to the Site2 licensed or distributed software, technology, or systems, including all intellectual property rights therein, are owned or licensed by Site2 or its licensors, respectively. Customer shall have no right to sublicense or modify, duplicate or reverse engineer any software or service provided by Site2.

(c) During the term of the Agreement Site2 grants Customer a non-exclusive, non-transferable limited license to use the Software solely for the purpose of using the Service and for no other purpose.

(d) Customer acknowledges that, pursuant to this Agreement, it is granted a non-exclusive, non-transferable, royalty-free right to use, during the term solely for the purpose of using the software and Service.

(e) Customer further acknowledges and agrees that: (i) it is expressly prohibited from translating, adapting, modifying, decompiling, reverse engineering, creating derivative works from, disassembling, unlocking, copying or recreating any component of the software provided by Site2 under the terms of this Agreement; (ii) Site2 shall have all right, title, interest in and to all copies, derivative works, translations, adaptations or modifications of software and Services provided by Site2 howsoever made by Customer; and (iii) any proceeds derived from the activities described above, whether or not made by Customer in compliance with this Agreement, shall accrue to Site2.

18. Third Party Products.

As a convenience to Customer, Site2 may from time to time, either as part of its Partner Program or otherwise, arrange for Customer's purchase or license of third party software, services, and other products not included as part of the Service, and/or may provide support to Customer in relation to those products. SITE2 MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN SITE2 AND CUSTOMER SUCH SERVICES ARE PROVIDED "AS IS." Customer's use of third party software, services, and other products is governed by the terms of any license or other agreement between Customer and the third party.

19. Notices.

Notices to Site2 under the Agreement shall be given in writing via electronic mail or established and well-known express courier to

Vice President and Corporate Counsel
Site2
417 Lackawanna Avenue
Scranton, PA 18503

Notices to Customer shall be given via electronic mail to the individual designated as the Contact on the Pricing and Services Schedule or by means

reasonable under the circumstances, including an e-mail to a known contact. Notices are deemed received on the day delivered, or if that day is not a Business Day, as of the beginning of the first Business Day following the day delivered. Notices must be given in the English language.

20. Miscellaneous.

(a) **Solicitation of Employees.** Each Party agrees that it shall not solicit any employee of the other Party with whom that Party has had direct contact in connection with this Agreement for employment or any other person during the term of this Agreement and for twelve (12) months following termination of this Agreement. Notwithstanding the foregoing, Neither Party shall be precluded from (i) hiring an employee of the other Party who independently approaches the hiring Party, or (ii) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation. In the event of a violation of this provision, in addition to any other right the Parties may have at law or in equity, the hiring Party shall make a one-time payment to the other Party in the amount of fifty percent (50%) of the employee's base salary for one year.

(b) **Non Competition Non Solicitation.** Customer agrees not to setup or sell competing Services within a one hundred twenty (120) mile radius of Site2 corporate headquarters for a period of two (2) years after termination of this agreement. The purpose of this non competition non solicitation is to protect Site2 because Customer may have access to confidential information and the inner workings of Site2 solutions, information and capabilities. Each party expressly agrees that the term and geographic location in this section are reasonable.

(c) **Ownership.** Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that Site2 shall own any intellectual property that it may develop in the course of performing the Services. Customer does not acquire any ownership interest or rights to possess Site2's server(s) or other hardware, and has no right of physical access to the hardware. Upon termination of the Agreement, Customer agrees to promptly release any Internet protocol numbers, addresses or address blocks assigned to Customer in connection with the Service (but not any URL or top level domain or domain name) and agrees that Site2 may take steps to change or remove any such IP addresses.

(d) **Governing Law, Jurisdiction, Venue, Restrictions.** The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL BE THE STATE OR FEDERAL COURTS IN LACKAWANNA COUNTY, PENNSYLVANIA, AND EACH PARTY AGREES NOT TO DISPUTE SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO. Customer agrees that it shall not bring or participate in any class action lawsuit against Site2, its affiliates or any of their respective officers, directors, agents or employees.

(e) **Modifications.** Except for the following, the Agreement may be amended only by a formal written agreement signed by both parties: (i) amendments of the AUP as described in Section 6, above, and (ii) changes to the "Services," "Service Implementation," and "Pricing" sections of an existing Pricing and Services Schedule may be made by an exchange of correspondence (including electronic mail) that includes both parties' express consent to the change. The terms on either party's purchase order or other business forms are not binding on the other party unless they are expressly incorporated into a formal written agreement signed by both parties.

(f) **Non-Waiver.** A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to

Master Services Agreement

that provision or any other provision of the Agreement. A party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

(g) Construction. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The use of the word "including" in the Agreement shall be read to mean "including without limitation."

(h) Counterparts. Any documents signed in connection with the Agreement may be signed in multiple counterparts, which taken together will constitute one original. Facsimile signatures or signatures on an electronic image, such as .pdf or .jpg format, shall be deemed to be original signatures.

(i) Survival. The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations and any provision that is made the basis of a claim for indemnification, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.

(j) Force Majeure. Neither party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond that party's control, including significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

(k) No Third Party Beneficiaries. There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may authorize its subsidiaries and affiliates to use the Services, provided that no such person shall be a third party beneficiary of the Agreement or otherwise be in privity of contract with Site2, and Customer shall be responsible for use of the Services by its affiliates and subsidiaries to the same extent as if Customer had been using the Service itself.

(l) Severability. In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision(s) is consistent with the material economic incentives of the parties leading to the Agreement.

(m) Relationship Between the Parties. The parties are independent contractors and not partners or joint ventures. Neither party is the agent of the other nor may either party represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. Site2 may provide service to any person, including a competitor of Customer.

(n) Assignment. Customer may not transfer the Agreement without Site2's prior written consent. Site2's approval for assignment is contingent on the assignee meeting Site2's credit approval criteria. Site2 may assign the Agreement in whole or in part.

(o) Notice of Changes to Documents. Customer represents that it has not made any change to the final signed Pricing and Services Schedule or other documents constituting the Agreement that have not been brought to the attention of Site2 via a redlined document, e-mail correspondence or other means reasonably calculated to put Site2 on notice of the change.

(p) Language. The parties confirm that this agreement and all related documentation are and will be in the English language.

(q) No Amendments. No amendments may be made to the Agreement unless it is in writing and is signed by both parties.

(r) Supersession. The terms of this Agreement shall supersede the terms of any purchase order or other document submitted by customer to Site2.

(s) Entire Agreement. The Pricing and Services Schedule, Site2's AUP, and any Site2 Addendum to this Master Services Agreement accepted by Customer are hereby incorporated in this Master Services Agreement by reference and together collectively constitute the Agreement. The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.

All Schedules attached hereto are integral to, form a part of, and are incorporated into, this Master Services Agreement.

WITNESS WHEREOF the parties have caused this Agreement to be signed sealed and delivered by their respective authorized signatories as of the Effective Date.

Site2

Per:

Master Services Agreement

Name: _____

Title: _____

I have authority to bind the Corporation.

Customer

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

Document Control #: 4152:5236

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2018-38

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

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

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

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

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

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

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

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Gerald Lastowski
Title: President

EXHIBIT "A"



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

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

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

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

March 8, 2018

Pocono Township Planning Commission
112 Township Drive
P.O. Box 197
Tannersville, PA 18372

**SUBJECT: ERTLE ENTERPRISES, INC.
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN REVIEW NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 1730060R**

Dear Planning Commission Members:

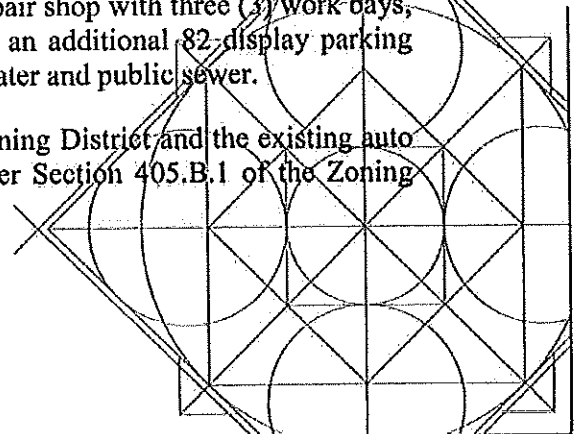
Pursuant to the Township's request, we have completed our first review of the Ertle Enterprises Preliminary/Final Land Development Plan. The submitted information was prepared by Stonefield Engineering & Design and consists of the following items.

- Cover Letter dated January 19, 2018.
- Pocono Township Land Development Application.
- Appendix G, Requests for Modification.
- Preliminary/Final Land Development Plan for Ertle Enterprises (4 sheets) dated October 27, 2017, revised January 19, 2018.

BACKGROUND INFORMATION

The Applicant, Ertle Enterprises, Inc., is proposing to add an auto sales use to the existing auto repair business located on the northern corner of the intersection of S.R. 0611 and Bartonsville Avenue (T.R. 625). The existing property has a net lot area of 3.044 acres and consists of an existing building and parking area that will remain. The existing property is served by public water and on-site sewer. The Applicant is proposing to improve the existing property with the addition of a proposed sales office that will include the existing auto repair shop with three (3) work bays, and office, and improve the existing parking area to include an additional 82 display parking spaces. The proposed development will be served by public water and public sewer.

The existing property is located within the C, Commercial Zoning District and the existing auto repair shop use and proposed auto sales use are permitted per Section 405.B.1 of the Zoning Ordinance.



Based on our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Sections 405.C.2. and 506, the required front yard depth along Bartonsville Avenue and State Route 0611 is 75-feet. *The existing building is located within the required 75-foot front yards. This is an existing non-conformity which will not be affected by the proposed development.*
2. In accordance with Section 405.E, "all proposed signs shall conform to the requirements of Article VII of this Ordinance." *Any proposed signs must be approved per Article VII.*
3. In accordance with Section 512.A, one (1) parking space for each 150 square feet of gross floor area, plus one (1) parking space for each employee on the peak shift are required for the proposed sales office. In addition, three (3) parking spaces for each bay, plus one (1) parking space for each employee on the peak shift are required for the auto repair shop. *Per the calculations in the Off-Street Parking Requirements table on Sheet C-2, four (4) employees are anticipated at the auto repair shop and four (4) employees are anticipated at the sales office creating a total of 21 required parking spaces. The chart and parking designations in plan view must be revised accordingly.*
4. In accordance with Section 512.B, "handicapped accessible parking shall be provided in accordance with the Americans with Disabilities Act, as it may be amended from time to time." *Per the 2010 ADA Standards for Accessible Design, one (1) handicap parking space is required. The handicap parking space must be shown, and associated sign and pavement parking details (handicap symbol and blue striping) must be provided on the plan.*
5. In accordance with Section 512.C.1, "all parking areas and all access drives for commercial or industrial uses shall have an all-weather surface constructed as specified in the Pocono Township Subdivision and Land Development Ordinance." *The existing parking lot consists of compacted asphalt millings. The northwestern most row of display parking spaces consists of loose gravel. It should be noted that previous concrete areas were removed and replaced with asphalt millings.*

While the asphalt millings may satisfy the required structural base, per Section 620.D of the Subdivision and Land Development Ordinance, it would appear the area still needs to be provided with the required 2.5-inches of wearing course. The parking lot shall be paved, and associated details must be provided on the plan.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

6. In accordance with Section 306.2.6.C, "the Applicant shall be responsible for submission of the Plan and all required supporting documentation to the Monroe County Planning Commission, the Monroe County Conservation District, PennDOT, and all other governing agencies." *The proposed Land Development requires the following agency approvals.*

- a. *Pocono Township – Land Development Plan approval*
- b. *Pocono Township – Connection of proposed sanitary sewer*
- c. *Pocono Township – Fire Company*
- d. *Monroe County Planning Commission – Planning review*
- e. *Pennsylvania Department of Environmental Protection – Sewage Facilities Planning Module Exemption*

All submissions, and reviews and approvals must be provided to the Township. A list of the required approvals must be provided on the plan in accordance with Section 406.6.I.

7. In accordance with Sections 306.6, 406.6.H.1, and 611.A, the Township shall concurrently make its decision on the Sewage Facilities Planning Module, and if approval is granted, the completed sewage planning documents shall be forwarded to the Pennsylvania Department of Environmental Protection. Land Development Plan approval shall be conditioned upon Department of Environmental Protection's sewage planning approval. *The project proposes to connect to public sewer and is located within the Act 537 Service Boundary. The Applicant should prepare calculations to show proposed sewage flows to determine if sewage planning is required.*
8. In accordance with Section 406.1.B, "dimensions shall be in feet and hundredths of feet; bearings shall be in degrees, minutes and seconds for the boundary of the entire tract, and dimensions in feet for lot lines." *The property boundary information along State Route 0611 and Bartonsville Avenue must be provided on the plan.*
9. In accordance with Section 406.2, Site Context Map, "a map compiled from existing information showing the location of the proposed land development within its neighborhood context shall be submitted. For sites under 100 acres in area, such maps shall show the relationship of the subject property to natural and man-made features existing within 1,000 feet of the site. For sites of 100 acres or more the map shall show the above relationships within 2,000 feet of the site. The features that shall be shown on Site Context Maps include topography (from U.S.G.S.) maps, stream valleys, wetland complexes (from maps published by the U.S. Fish & Wildlife Service or the U.S.D.A. Natural Resources Conservation Service), woodlands over one-half acre in area (from aerial photographs), ridge lines, public roads, trails, utility easements and rights of way, public land, and land protected under conservation easements." *A waiver is requested from Section 406.2. An aerial photograph has been provided on Sheet C-1. We have no objection to this request provided the aerial photograph be revised to show areas within 1,000 feet of the site as required.*
10. In accordance with Section 406.3, Existing Resources and Site Analysis, "for all land developments, an Existing Resources and Site Analysis shall be prepared to provide the Developer and the municipality with a comprehensive analysis of existing conditions, both

on the proposed development site and within five hundred (500) feet of the site. Conditions beyond the parcel boundaries may be described on the basis of existing published data available from governmental agencies, and from aerial photographs. The Planning Commission shall review the Plan to assess its accuracy, conformance with municipal ordinances, and likely impact upon the natural and cultural resources of the property." *A waiver is requested from Section 406.3. An Existing Conditions Plan has been submitted, and existing conditions beyond the property boundaries may be presented as an aerial photograph. Therefore, this waiver request is not required.*

11. In accordance with Section 406.3.B, the Existing Conditions Plan must include "topography, the contour lines of which shall generally be at two-foot intervals although 10-foot intervals are permissible beyond the parcel boundaries, interpolated from U.S.G.S. published maps. The determination of appropriate contour intervals shall be made by the Planning Commission, which may specify greater or lesser intervals on exceptionally steep or flat sites. Slopes between 15 and 25 percent and exceeding 25 percent shall be clearly indicated. Topography for land developments shall be prepared by a professional land surveyor or professional engineer from an actual field survey of the site or from stereoscopic aerial photography and shall be coordinated with official U.S.G.S. benchmarks the location and datum of which shall be shown on the plan." *A waiver is requested from Section 406.3.B. We have no objection to a partial waiver provided existing topography be shown on the project site should development be proposed as a result of the comments contained in this letter.*
12. In accordance with Section 406.3.C, the Existing Conditions Plan must include "the location and delineation of ponds, vernal pools, streams, ditches, drains, and natural drainage swales, as well as the 100-year floodplains and wetlands. Additional area of wetlands on the proposed development parcel shall also be indicated, as evident from testing, visual inspection, or from the presence of existing vegetation." *A waiver is requested from Section 406.3.C. In Sketch Plan Review No. 2, we questioned a "wet area" shown on the plan. This designation has been removed from the plan and the response letter now indicates that U.S.G.S. mapping does not indicate, and the Applicant is unaware of wetlands existing on-site. If there are no existing natural hydrologic features on-site this Section is not applicable, and the waiver request is not required.*
13. In accordance with Section 406.3.D, the Existing Conditions Plan must include "vegetative cover conditions on the property according to general cover type including cultivated land, permanent grass land, meadow, pasture, old field, hedgerow, woodland and wetland, the actual canopy line of existing trees and woodlands. Vegetative types shall be described by plant community, relative age and condition." *A waiver is requested from Section 406.3.D. We have no objection to a partial waiver request provided the limits of the existing woodlands be shown on the plan to assist with the comments contained in this letter.*
14. In accordance with Section 406.3.E, the Existing Conditions Plan must include "soil series, types and phases, as mapped by the U.S. Department of Agriculture, Natural Resources Conservation Service in the published soil survey for the county, and accompanying data published for each soil relating to its suitability for construction (and, in un-sewered areas,

for septic suitability)." *A waiver is requested from Section 406.3.E. We have no objection to this request due to the limited project scope.*

15. In accordance with Section 406.3.F, "watershed boundaries must be identified" on the Existing Conditions Plan. *A waiver is requested from Section 406.3.F. No stormwater management is proposed, therefore we have no objection to this request.*
16. In accordance with Section 406.3.G, the Existing Resources and Site Analysis must include "a viewshed analysis using GIS or other suitable methodology showing the location and extent of views into the property and along ridge lines from critical points along adjoining public roads and how the views will be affected by the proposed development and what design elements will be used to minimize the visual effects." *A waiver is requested from Section 406.3.G. We have no objection to this request due to the limited project scope.*
17. In accordance with Section 406.3.H, the Existing Conditions Plan must include "geologic formations on the proposed development parcel, including rock out-croppings, cliffs, sinkholes, and fault lines, based on available published information or more detailed data by the Applicant." *A waiver is requested from Section 406.3.H. We have no objection to this request due to the limited project scope.*
18. In accordance with Section 406.3.I, the Existing Conditions Plan must include "all existing man-made features including but not limited to roads, driveways, farm roads, wood roads, buildings, foundations, walls, wells, drainage fields, dumps, utilities, fire hydrants, and storm and sanitary sewers." *A waiver is requested from Section 406.3.I. Per Section 406.3, off-site man-made features are satisfied with the aerial photograph provided on Sheet C-1. We have no objection to this request due to the limited project scope.*
19. In accordance with Section 406.3.L, "all easements and other encumbrances of property which are or have been filed of record with the Recorder of Deeds of Monroe County shall be shown on the plan." *A waiver is requested from Section 406.3.L. We have no objection to this request due to the limited project scope.*
20. In accordance with Section 406.5.A, the Improvements Plan must include "historic resources, trails and significant natural features, including topography, areas of steep slopes, wetlands, 100-year floodplains, swales, rock out-croppings, vegetation, existing utilities and other site features, as indicated on the Existing Resource and Site Analysis". *As discussed in Comment 11, the existing topography must be provided on the plan.*
21. In accordance with Sections 406.5.F and 406.5.M.2, the Improvements Plan must include where community sewage service is proposed, the proposed layout of proposed sewage systems, including but not limited to the proposed locations of sewer mains and sewage treatment plants, showing the type and degree of treatment intended and the size and capacity of treatment facilities. *A note on Sheet C-2 indicates the existing septic field will be abandoned and the property will be connected to public sewer.*

The location of the proposed sanitary sewer lateral that will connect to the existing sanitary

sewer main along State Route 0611 must be shown on the plan. All required approvals from the Township, Pennsylvania Department of Environmental Protection, and Pennsylvania Department of Transportation must be obtained and provided upon receipt.

22. In accordance with Section 406.5.N, the Improvements Plan must include the "location of proposed shade trees, plus locations of existing vegetation to be retained." *As discussed in Comment 13, the limits of the existing woodlands must be shown on the plan.*
23. In accordance with Section 406.5.O, the Improvements Plan must include "a signature block in the lower right hand eighth of the Plan immediately above the title block for recommendation by the Planning Commission and for the approval of the Board of Commissioners shall be provided including a space for the date of recommendation/approval. Include provision for plan revisions including space for a brief description of the revision directly to the left of the title block." *The required signature block must be provided on a plan to be recorded.*
24. In accordance with Section 406.5.P, the Improvements Plan must include "signature blocks for the Township Engineer and Monroe County Planning Commission." *The required signature blocks must be provided on a plan to be recorded.*
25. In accordance with Section 406.5.Q, the Improvements Plan must include zoning data as required in Sections 406.5.Q.1, 406.5.Q.2, and 406.5.Q.3. *The required zoning data listed in this Section must be provided on the plan. In addition, a list of all zoning requirements, and the existing and proposed zoning criteria must be listed on the plan to determine conformity, or non-conformity, with the Zoning Ordinance.*
26. In accordance with Section 406.5.T, the Improvements Plan must include the "name and address of the owner of record (if a corporation give name of each officer) and current deed book and page where the deed of record is recorded." *The property owner information, and deed book and page must be listed on the plan.*
27. In accordance with Section 406.5.X, the Improvements Plan must include "a key map for the purpose of locating the property being subdivided and showing the relation of the property, differentiated by tone or pattern, to adjoining property and to all roads, municipal boundaries, zoning districts, (if zoning is in effect), water courses and any area subject to flooding." *The municipal and zoning district boundaries must be shown on the Location Map on Sheet C-1.*
28. In accordance with Section 406.5.AA, the Improvements Plan must include "names of present adjoining property owners and the names of all adjoining subdivisions, if any, including property owners and/or subdivisions across adjacent roads, along with the current tax map number for each property shown." *The existing property owners across State Route 0611 and Bartonsville Avenue must be provided on the plan.*
29. In accordance with Section 406.5.CC, the Improvements Plan must include a "Certificate of Ownership and Acknowledgement of the Plan, in the form provided by the Township,

which shall be accurately completed, signed by the Owner of the property, dated and notarized." *The required certification must be provided on a plan to be recorded.*

30. In accordance with Section 406.5.DD, the Improvements Plan must include a "Certificate of Accuracy and Compliance, in the form provided by the Township, dated and signed by the Registered Professional Land Surveyor responsible for the plan and embossed with his or her seal." *The required certification must be provided on a plan to be recorded.*
31. In accordance with Section 406.5.FF, the Improvements Plan must include all applicable notes listed in Sections 406.5.FF.4 through 406.5.FF.14. *All applicable notes must be provided on the plan.*
32. In accordance with Section 406.5.FF.1, the Improvements Plan must include building setbacks in the form of protective covenants/notes. *The required building setback depths and widths must be listed, and the building setback lines must be shown on the plan.*
33. In accordance with Section 406.6.F, "proof of legal interest in the property, a copy of the latest deed of record and a current title search report" must be provided. *The property deed and a title search must be submitted.*
34. In accordance with Section 500, "No final plan shall be signed by the Board of Commissioners for recording in the office of the Monroe County Recorder of Deeds until:
 - A. All improvements required by this Ordinance are installed to the specifications contained in Article VI of this Ordinance and other Township requirements and such improvements are certified by the Applicant's Engineer; or,
 - B. Proposed developer's agreements and performance guarantee in accord with Section 503 and the Pennsylvania Municipalities Planning Code, Act 247 of 1968 as amended, have been accepted by the Board of Commissioners."

A performance guarantee, per Section 503, must be provided prior to plan recordation. A construction cost estimate shall be submitted for review.
35. In accordance with Section 506.1, "the Developer shall provide a plan for the succession of ownership, operation and maintenance prepared by the Applicant for consideration and approval by the Township, and such plan shall be made part of the development deed covenants and restrictions." *The required plan shall be completed and provided to the Township.*
36. In accordance with Section 506.2.1, land development provisions for the private operation and maintenance of all development improvements "shall be in the form of deed covenants and restrictions clearly placing the responsibility of maintenance of all development improvements with the owner of the land development." *Ownership and maintenance of the proposed improvements must be in the form of deed covenants and restrictions.*
37. In accordance with Section 509, "all applicants proposing any subdivision and/or land

development requiring the installation of improvements as required by this Ordinance shall, prior to final plan approval by the Board of Commissioners, and if so directed by the Board of Commissioners, enter into a legally binding development agreement with the Township whereby the developer guarantees the installation of the required improvements in accord with the approved plan and all Township requirements." *A development agreement must be executed prior to plan recordation.*

38. In accordance with Section 601.1.F, "care shall be taken to preserve natural features such as agricultural land, woodland and specimen trees, wetlands, water courses, views, and historical features, such as buildings and stone walls, which will maintain the attractiveness and value of the land. Damming, filling, relocating or otherwise interfering with the natural flow of surface water along any surface water drainage channel or natural water course shall not be permitted except with the approval of the Township and, where appropriate, the PADEP and the US Army Corps of Engineers." *A waiver is requested from Section 601.1.F. We have no objection to this request provided the plan delineates the existing woodlands as discussed in Comment 13, and per Section 601.1.F.3.*
39. In accordance with Section 607.16.E, "private residential driveways, whether individual or shared, on corner lots shall be located at least seventy-five (75') feet for local roads and one hundred (100') feet for collector and one hundred-fifty (150') feet for arterial roads from the centerline of driveway to the point of intersection of the nearest road right-of-way line. Access drives shall be located at least 150', 200', and 300' feet respectively for local, collector and arterial roads from the centerline of the access drive to the point of intersection of the nearest road right-of-way." *The proposed centerline of the southernmost driveway along State Route 0611 (arterial road) is located approximately 162-feet from the intersection of the State Route 0611 and Bartonsville Avenue rights-of-way. In addition, the existing centerline of the driveway along Bartonsville Avenue (collector road) is approximately 70-feet from this same intersection. A distance of 300-feet is required along State Route 0611 and a distance of 200-feet is required along Bartonsville Avenue. The locations of the driveways must be revised or a waiver received.*
40. In accordance with Section 607.16.M.2, "access drive entrances into all non-residential and non-agricultural use properties shall be no less than twenty-four (24') feet in width, shall not exceed thirty-six (36') feet in width at the road line, unless provided with a median divider, and shall be clearly defined by curbing. The curbs of these driveway entrances shall be rounded with a minimum radius of twenty (20') feet from where they intersect a road." *The existing southernmost driveway wraps around the intersection of State Route 0611 and Bartonsville Avenue. The driveway is proposed to be reduced to 94-feet by the addition of striping. The plan also proposes to retain driveway widths of 52-feet at the northernmost driveway along State Route 0611, and of 57-feet along Bartonsville Avenue. No median dividers are proposed. Driveway widths must be further reduced, or a waiver received. Curbing must be provided along State Route 0611 and at both driveways along State Route 0611 to safely direct traffic to and from the site. Curbing shall also be provided at the driveway taking access from Bartonsville Road.*
41. In accordance with Section 607.22.A, "in non-residential developments, or higher density

residential developments, or where other similar intensive uses exist or are anticipated, curbs shall be required, if deemed necessary by the Board of Commissioners for public safety." *As discussed in Comment 40, curbs must be provided at the three (3) driveways and along State Route 0611.*

42. In accordance with Section 611.A, "all subdivisions and land developments shall be served by an adequate water supply and sewage disposal system; and the developer shall provide evidence documenting said adequacy." *The project proposes to connect to public sewer and is located within the Act 537 Service Boundary. The Applicant should prepare calculations to show proposed sewage flows to determine if sewage planning is required.*
43. In accordance with Section 615.2, "unless other provisions of this Ordinance require more trees or vegetation, each development site shall include a minimum of twelve (12) deciduous or evergreen trees for each one (1) acre. Each deciduous tree shall be two and one-half (2.5) inch caliper or greater and each evergreen tree shall be six to seven (6 to 7) feet in height or greater. As an alternate, ten (10) trees for each one (1) acre shall be required if deciduous trees are four (4) inches in caliper or greater and evergreen trees are eight to ten (8 to 10) feet in height or greater. Five (5) shrubs, two and one-half (2.5) feet in height, or greater, may be substituted for one tree of two and one-half (2.5) inch caliper for a maximum of twenty (20) percent of the tree requirement." *Thirty-seven (37) deciduous or evergreen trees are required. Seven (7) of the proposed shrubs (20% of 37) may be counted toward the tree requirement, therefore 36 deciduous or evergreen trees are required. No trees are proposed. A waiver is requested from Section 615.2.*
44. In accordance with Sections 615.3.B.1 and 615.3.B.5, one (1), nine-foot (9') wide by eighteen-foot (18') long planting island shall be provided for every ten (10) parking stalls and must consist of one (1) shade tree plus shrubs and/or ground cover sufficient to cover the entire area. *No planting islands are proposed. A waiver is requested from Section 615.3.*
45. In accordance with Sections 615.3.B.2 and 615.3.B.5, the ends of all parking rows shall be divided from drives by nine-foot (9') wide by eighteen-foot (18') long planting islands consisting of one (1) shade tree plus shrubs and/or ground cover sufficient to cover the entire area. *No planting islands are proposed. A waiver is requested from Section 615.3.*
46. In accordance with Section 615.4.C.4, "trees shall be planted at a ratio of at least one (1) tree per fifty (50) linear feet of frontage or fraction thereof. Trees shall be distributed along the entire frontage of the property, although they need not be evenly spaced." *Fourteen (14) street trees are required along State Route 0611 (662-feet ±), and five (5) street trees are required along Bartonsville Avenue (245-feet ±). No street trees are proposed, and a waiver is requested from Section 615.4.*

Per Section 615.4.B, "the street tree requirement may be waived by the Township where existing vegetation is considered sufficient to provide effective screening and to maintain scenic views of open space, natural features, or other valued features". The Township shall determine if the existing trees along Bartonsville Avenue are adequate to meet the

street tree requirement.

47. In accordance with Section 615.6.C.3 and Table 615-1, Property Line Buffers, a 20-foot wide, high intensity buffer is required between the existing property and the residential uses located northeast of the site. Thirty-seven (37) evergreen, 15 ornamental, and 15 canopy trees are required along the northern and eastern property lines (735-feet ±). *A waiver is requested from Section 615.6.*

Per Section 615.6.C.7, "existing healthy trees, shrubs, or woodlands may be substituted for part or all of the required plants with the approval of the Township. The minimum quantities and/or visual effect of the existing vegetation shall be equal to or exceed that of the required buffer as determined by the Township." If the Township is satisfied that existing vegetation meets or exceeds the Ordinance requirements a waiver may not be required for the property line buffers along the northern and eastern property lines. The Applicant must demonstrate to the satisfaction of the Township that the existing vegetation meets or exceeds Ordinance requirements.

48. In accordance with Section 615.6.C.3 and Table 615-1, Parking Lot Buffers Along Road Rights-of-Way, 30-foot wide high intensity buffers are required along Bartonsville Avenue and State Route 0611. *A waiver is requested from Section 615.6. Parking Lot Buffers are required as discussed below.*

- a. Fifteen (15) evergreen, 2 ornamental, and 2 canopy trees are required along Bartonsville Avenue (90-feet ±). *No trees are proposed.*
- b. Thirty-two (32) evergreen, 14 ornamental, and 14 canopy trees are required along State Route 0611 (662-feet ±). *No trees are proposed. Ninety-seven (97) shrubs are proposed, therefore 32 evergreen, 11 ornamental, and 14 canopy trees are still required.*

49. In accordance with Section 615.9, "all areas of the site shall be included in the landscaping plan, and buffers, screening, and those areas immediately adjacent to buildings and walkways shall be give extra consideration. Landscape plans shall be submitted concurrently with all Preliminary and Final Plans. Landscape plans shall be prepared by a landscape architect licensed and registered to practice by the Commonwealth of Pennsylvania or other person deemed qualified by the Township. In addition to the information required by the other plan provisions of this Ordinance," information listed in Sections 615.9.A through 615.9.B must be provided. *A waiver is requested from Section 615.9. Should the Township grant a partial waiver additional information is still required on the plans. Per Sections 615.9.B.4, 615.9.B.9, 615.9.B.10, and 615.9.B.11 the existing woodlands must be shown on the plan as discussed in Comment 13, planting details and specifications must be provided on the plan, and a cost estimate must be submitted.*

50. In accordance with Section 622, a "Traffic Impact Study shall be submitted to the Township, as part of a Preliminary Plan and Final Plan for any subdivision or land development application expected to generate more than 250 new trips per day; for

residential subdivisions or land developments containing fifteen (15) or more dwelling units or residential lots in aggregate; or all non-residential developments (with the exception of agricultural development) with buildings containing in excess of twenty (20,000) thousand square feet of floor space in the aggregate; development of any kind impacting thirty (30) acres of land or more in the aggregate." *The response letter indicates the Applicant is requesting a waiver, however a request has not been submitted. The anticipated number of trips per day shall be provided. It should be noted that this Section is not applicable if the project generates less than 250 trips per day.*

STORMWATER MANAGEMENT ORDINANCE

The proposed development is located within the McMichaels Creek Watershed. The project site discharges to Pocono Creek which has a Chapter 93 Classification of High Quality Cold Water Fishery (HQ-CWF).

Stormwater Management may be required if additional site improvements are proposed in future submissions. Additional review will be provided at that time.

MISCELLANEOUS COMMENTS

51. The list of requested waivers submitted with Appendix G include Sections 902.1.A, 902.1.B, 902.1.F, and 902.3.B which are not part of the Township's Ordinances and should be removed from the list.
52. On Sheet C-1, the list of requested waivers differs from that submitted with Appendix G. The list and Appendix G must be revised for consistency. It is noted that Sections 406.3.J and 406.3.K, listed on Sheet C-1, are not applicable to this project and waivers are not required. In addition, the list of SALDO Requirements on Sheet C-2 do not reflect Township Ordinances and must be revised.
53. On Sheet C-2, 82 proposed display area parking spaces are labeled, however 87 are shown and the plan must be revised accordingly.
54. On Sheet C-2, the note discussing resource impacts indicates that Section 406.3 is not applicable. We do not agree and believe reference to Section 406.3 should be removed from this note.
55. More than one (1) species of shrub shall be provided to reduce the occurrence of disease among proposed shrubs of the same species.
56. On Sheet C-3, the labels for the proposed lights listed in the Proposed Luminaire Schedule are inconsistent with the plan view and must be revised.

The above comments represent a thorough and comprehensive review of the information submitted with the intent of giving the Township the best direction possible. However, due to the number of the comments, the receipt of a revised plan submission may generate new comments.

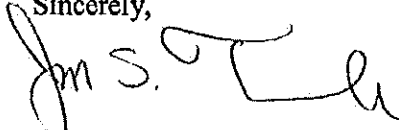
Pocono Township Planning Commission
March 8, 2018
Page 12 of 12

In order to facilitate an efficient re-review of revised plans, the Design Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

We recommend the above comments be addressed to the satisfaction of Pocono Township prior to approval of the proposed minor subdivision and lot combination.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jon S. Tresslar". The signature is fluid and cursive, with a large initial "J" and a stylized "T" at the end.

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

JST/mep/cg

cc: Donna Asure – Township Manager
Pam Tripus – Township Secretary
Michael Tripus – Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Broughal & DeVito, LLP
Jonathan Istranyi, P.E., Stonefield Engineering & Design, LLC – Applicant's Engineer
John Penney, Pocono Gas Stations, Inc. – Property Owner
James P. Ertle, Ertle Enterprises, Inc. – Applicant
Melissa E. Prugar, P.E. – Boucher & James, Inc.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA
RESOLUTION NO. 2018-39

A RESOLUTION AMENDING RESOLUTION 2017-03
PARK AND RECREATION BOARD OF THE TOWNSHIP OF POCONO

WHEREAS, Pocono Township owns and operates Mountain View Park, TLC Park including ESSA field, and various other open space and recreational properties.

WHEREAS, the Board of Commissioners desired to establish a Park and Recreation Board (Board) and to vest certain powers and responsibilities to the Park and Recreation Board, as provided for in Article XXX (a) of the First Class Code and Resolution 2017-03.

WHEREAS, the Pocono Township Board of Commissioners amends the Park and Recreation Board to clarify members of the Park and Recreation Board as follows:

- 1) The Park and Recreation Board will consist of seven members with one member of the Pocono Jackson Historical Society serving as one of the seven.
- 2) The Township manager, the Park Director, and at least one Commissioner may attend and contribute to all Park and Recreation Board meetings.
- 3) The Park and Recreation Board will have all the powers and responsibilities as set forth in, and limited by, Article XXX(a) Section 3009 and 3011 of the First Class Code,
- 4) The Park and Recreation Board will from time-to-time present to the Board of Commissioners its recommendations as to park programs, operating hours, personnel needs and capital improvements,
- 5) The Park and Recreation Board will have discretion to approve park and recreation expenditures so long as they do not exceed the budget approved by the Board of Commissioners, and
- 6) The Park and Recreation Board will comply with all sections of Article XXX(a) of the First Class Code in operation and exercise of its duties.

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

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Pamela Tripus
Title: Secretary

By: _____
Print Name: Gerald Lastowski
Title: President