



POCONO TOWNSHIP COMMISSIONERS
AGENDA

August 5, 2024 | 6:00 p.m.
112 Township Drive, Tannersville, PA

Dial-In Option: 646 558 8656

Meeting ID: 892 102 5946

Passcode: 18372

Zoom Link:

<https://us06web.zoom.us/j/8921025946?pwd=Q1VtaFVkVEpRWtUvdIFrSHJ1cE1TdZ09>

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township.

Please limit individual comments to five (5) minutes and direct all comments to the Vice President. Public comment is not for debate or answering questions, rather it is for "comment on matters of concern, official action or deliberation...prior to taking official action" [PA Sunshine Act, Section 710.1].

Announcements

An Executive Session was held August 5th at 5 P.M. for personnel & litigation matters.

Presentations –

Hive to Harvest, Krista Paolucci – request for donation: Pizza Oven, Mixers (2), Convection Oven from the Kenny's Way property. **(Possible Action Item)**

Hearings – None

Resolutions -

Resolution 2024-17 Authorization to Sign DOT Drainage Facilities Maintenance Agreement **(Action Item)**

Resolution 2024-18 Core5 Warner Road Warehouse Sewage Planning Module **(Action Item)**

Consent Agenda

- Motion to approve a consent agenda of the following items:

- Old business consisting of the minutes of the July 15, 2024 regular meeting.
- Financial transactions through July 31, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures.
(Action Items)

NEW BUSINESS

1. Personnel

2. Travel/Training Authorizations

Commissioner Comments

Richard Wielebinski – President

- Motion to add a speed table on Abeel Road not to exceed \$10,000. **(Action Item)**
- Motion to have Solicitor prepare Nuisance Ordinance for advertisement on August 19th BOC Meeting & Ordinance Hearing September 3rd BOC Meeting. **(Discussion & Possible Action Item)**

Natasha Leap – Vice President

- Discussion – 175 Laurel Lake Rd. & Wine Press Inn
- Motion to direct Township Manager to add 1 additional employee under parks staff 2025 budget, to staff Mountain View Park Gate from Memorial Day to Labor day. Allowing residents within 183__ free access and any other access outside of 183__ a 10-dollar fee Mon-Thurs & 15.00 Fri, Sat, Sun.
(Action Item)

Ellen Gndt – Commissioner

- Update – SBA Cell Tower
- Update – Solar Field
- Update - Kennel
- Nuisance Ordinance

Mike Velardi – Commissioner

Brian Winot – Commissioner

Reports

Zoning Report – (Lindsay Scerbo)

Police Report – Chief – (James Wagner)

Ambulance Report

Fire Report - Asst Chief (Corey Sayre)

Township Manager's Report (Jerrod Belvin)

- Update Emergency Management
- Update Green Light Go
- NCC Update
- Kenny's Way Update
- Park Board Update
- Regional Zoning Update – Regional Comprehensive Plan

- Motion to have Township Solicitor draw up a Knox Box Ordinance. **(Discussion & Possible Action Item)**

Public Works Report /Sewer Report (Patric Briegel)

- Sewer Business Update
- Update – Cobble Creek Drainage Project
- Update – Old Learn Farm parking access
- Current Public Works Projects
- Mountain View Park Updates
- TLC Park Updates

Events Coordinator– (Jennifer Gambino)

- August 15-at Mountain View Park working with Kettle Creek-Natures Scavenger Hunt
- September 7-Stargazing at Mountain View Park
- September 14-Movie at the park-NEWLY ADDED
- September 20-22 Food Truck Festival

Township Engineer Report (Jon Tresslar)

- Sewer Business Update

Township Solicitor Report (Leo DeVito)

- Sewer Business Update
- Volunteer tax abatement Discussion.
- Paradise Water and Sewer service area update
- General legal update
- Update – Archer Lane
- Review of the Township current Fee Schedule – **(Action Item)**
- Zoning Hearing Board updates. – Continuance of Pocono Places LLC
- Learn Road safety enhancement project and roundabout survey work

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township. Please limit individual comments to five (5) minutes and direct all comments to the President.

Adjournment

RESOLUTION 2024-17

BE IT RESOLVED, by the authority of the **Board of Commissioners** of the **Township of Pocono, Monroe County**, and it is hereby resolved by authority of the same, that the **Township Manager** of the **Township of Pocono** be authorized and directed to submit the attached Drainage Facilities Maintenance Agreement, to submit future modifications to the attached Drainage Facilities Maintenance Agreement, and to submit future Applications for Drainage Facilities Maintenance Approval either in writing or via electronic signature, to the Department of Transportation and to sign this Agreement of behalf of the **Township of Pocono**.

Attest:

Township of Pocono

Signature Date

By: _____
Signature Date

Township Manager/Secretary

(Vice) President

Title

Title

I, _____,
(Name) (Official Title)

Of the Township of Pocono, do hereby certify that the foregoing is a true correct
Copy of the Resolution legally adopted at the meeting held the _____ day of _____, 2024.

Date

Signature

(Seal)

| | | | |
|----------------------|--------------------------|---------------|-----------|
| County: | Monroe | Agreement #: | 057599 |
| Project Short Title: | SR 715/ 611 Intersection | MPMS #: | 79473 |
| Project (SR & Sec): | 715/03S | Federal ID #: | 246001526 |

DRAINAGE FACILITIES MAINTENANCE AGREEMENT

This Drainage Facilities Maintenance Agreement is made between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT"),

and

Pocono Township, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("Municipality").

The parties, intending to be legally bound, agree as follows:

1. **Construction.** PennDOT intends to make improvements to State Route S.R. 715, identified in PennDOT's files as SR 715, Section 03S (the "Project"). A need for drainage facilities has been identified in the area of the Project. State funds, federal funds or both shall be used by PennDOT to construct the drainage facilities, which are being installed to control the water being discharged as the result of the Project. PennDOT shall, with its own forces or by contract, construct the Project, including the drainage facilities in accordance with the plans prepared by PennDOT, which are attached as Exhibit A. The drainage facilities will be included as part of the Project at the following locations:

| <u>County</u> | <u>State Route</u> | <u>Beginning Segment and Offset</u> | <u>Ending Segment and Offset</u> |
|---------------|--------------------|-------------------------------------|----------------------------------|
| Monroe | 611 | 0280/2077 | 0280/3005 |

2. **Notice of Completion.** Upon completion of the Project by PennDOT, or its contractors, PennDOT will send the Municipality a written notice of completion.

3. **Design and Maintenance.**

a. **Plan Review.** PennDOT shall provide its plans to the Municipality for review and approval before beginning construction. The Municipality may not unreasonably withhold its approval. This Project will comply with the Municipality's ordinances, rules and regulations, including but not limited to the Municipality's storm water management regulations, zoning, development standards, or other applicable law or regulations. The Municipality will provide written approval that PennDOT's plans meet the Municipality's requirements and any deficiency in the plans shall be deemed waived by the Municipality.

b. **Maintenance.** Upon receipt of the notice, required by Section 2 above, the Municipality shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the drainage facilities, to ensure an acceptable level of physical integrity and operation consistent with the original design standards. These design standards shall be provided to the Municipality prior to the commencement of construction. The Municipality reserves the right to reject the design standards if it believes them to be overly burdensome on the Municipality. The maintenance shall include, but not be limited to, the removal of debris that may obstruct the drainage facilities and, where required, the mowing of grass.

4. **Termination by PennDOT.** PennDOT shall have the right, following the receipt of the notice of completion by the Municipality to terminate this agreement by giving the Municipality 30 days' prior written notice. In the event of termination, the Municipality's responsibilities under this agreement, except those of liability, whether financial, in tort or otherwise, with respect to an act or omission committed by the Municipality on or before the effective date of termination, shall terminate.

5. **Default.** If the Municipality fails to perform any of the terms, conditions, and provisions of this agreement, subject to 30 days prior written notice by PennDOT to the Municipality of such default, the Municipality authorizes PennDOT to withhold as much of the

Municipality's Liquid Fuels Tax Fund Allocation as needed to complete any necessary work and to reimburse PennDOT in full for the reasonable costs due as a result of the necessary work. Further, the Municipality authorizes PennDOT to withhold the amount and to apply the funds, or portion of the funds, to remedy the default.

6. **Term.** This agreement will commence on the Effective Date (as defined below) and shall remain in effect, unless terminated earlier in accordance with Section 4 above. The Effective Date is the date this agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.
7. **Notification of Required Maintenance.** If PennDOT determines that certain repair or maintenance action is necessary with respect to the drainage facilities, PennDOT will notify the Municipality in writing. The Municipality must begin necessary work within 30 days of receipt of PennDOT's notice. The Municipality or its contractor must provide safeguards, including, but not limited to, required work zone traffic control in accordance with PennDOT regulations and manuals at the work site to protect the safety of the traveling public during the work. If the Municipality fails to begin necessary work within this 30-day period, or fails to prosecute the necessary work diligently to completion, PennDOT is entitled to perform the repair or maintenance action at the Municipality's sole cost and expense. PennDOT may grant a time extension upon the Municipality's request.
8. **Payment.** Failure by the Municipality to pay PennDOT within 45 days of receipt of an invoice for work performed by PennDOT shall constitute a default for purposes of Section 6 of this agreement.

Payment shall be made in one of the following manners:

- a. in person;
- b. by electronic transfer;
- c. by U.S. First Class Mail, postage prepaid; or

- d. by an overnight delivery service having positive tracking.

Payment shall be deemed made according to the manner of payment as follows:

- a. if made in person, when tendered;
- b. if made by electronic transfer, as provided by state and federal banking laws and regulations;
- c. if made by U.S. First Class Mail, postage prepaid, when posted; or
- d. if made by overnight delivery service having positive tracking, when picked up.

9. **Ordinances or Resolutions.** The Municipality shall enact or adopt ordinances or resolutions necessary to affect the purposes of this agreement.

10. **Commonwealth Standard Provisions.** The Municipality agrees to comply with the Commonwealth provisions attached as Exhibit B.

11. **Notice.** All notices and reports arising out of, or from, the provisions of this agreement must be in writing and given to the parties at the address provided under this agreement, either by regular mail, e-mail, or delivery in person:

If to PennDOT:

CHRISTOPHER J. KUFRO, PE, DISTRICT EXECUTIVE
ENGINEERING DISTRICT 5-0
1002 HAMILTON STREET
ALLENTOWN, PA 18101
(610) 871-4110
ckufro@pa.gov

If to the Municipality:

JERROD BELVIN, TOWNSHIP MANAGER
POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372
(570) 629-1922

or to such other person or address as the parties may provide to each other in writing.

12. **Amendments and Modifications.** No alterations or variations to this agreement shall be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
13. **Severability.** The provisions of this agreement are severable. If any phrase, clause, sentence or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person or circumstance will not be affected.
14. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
15. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality.
16. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

17. **No Third-Party Beneficiary Rights.** This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.
18. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
19. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.
20. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

The parties have executed this agreement to be effective as of the date of the last signature affixed below.

POCONO TOWNSHIP

BY _____
Title: _____ Date _____

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary or Designee _____ Date _____

APPROVED AS TO LEGALITY
AND FORM

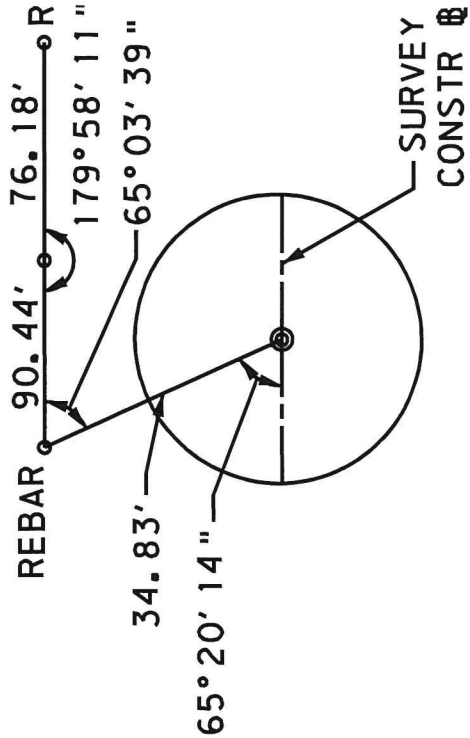
BY _____
Office of Chief Counsel _____ Date _____

BY _____
Office of General Counsel _____ Date _____

BY _____
Office of Attorney General _____ Date _____

Exhibit A – Construction Plans

REBAR



SR 0611

POT STA 418+00.00

GLEN

STONE WALK

START WORK
STA 418+50.00
SEG 0280 OFF 1275
SR 0611

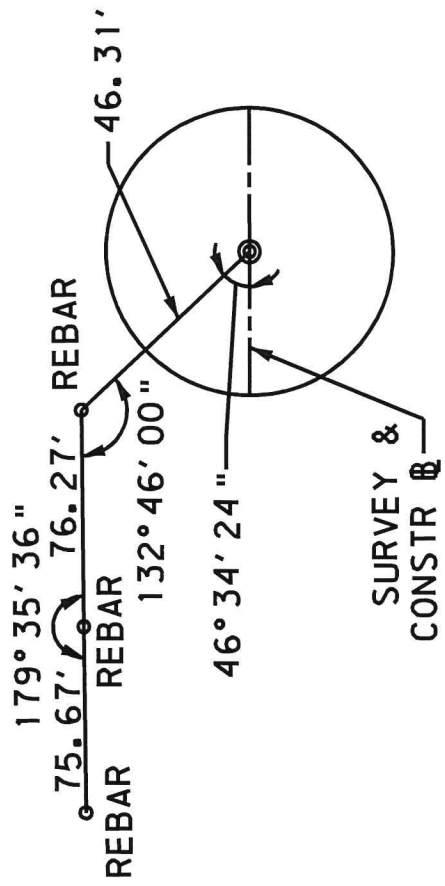
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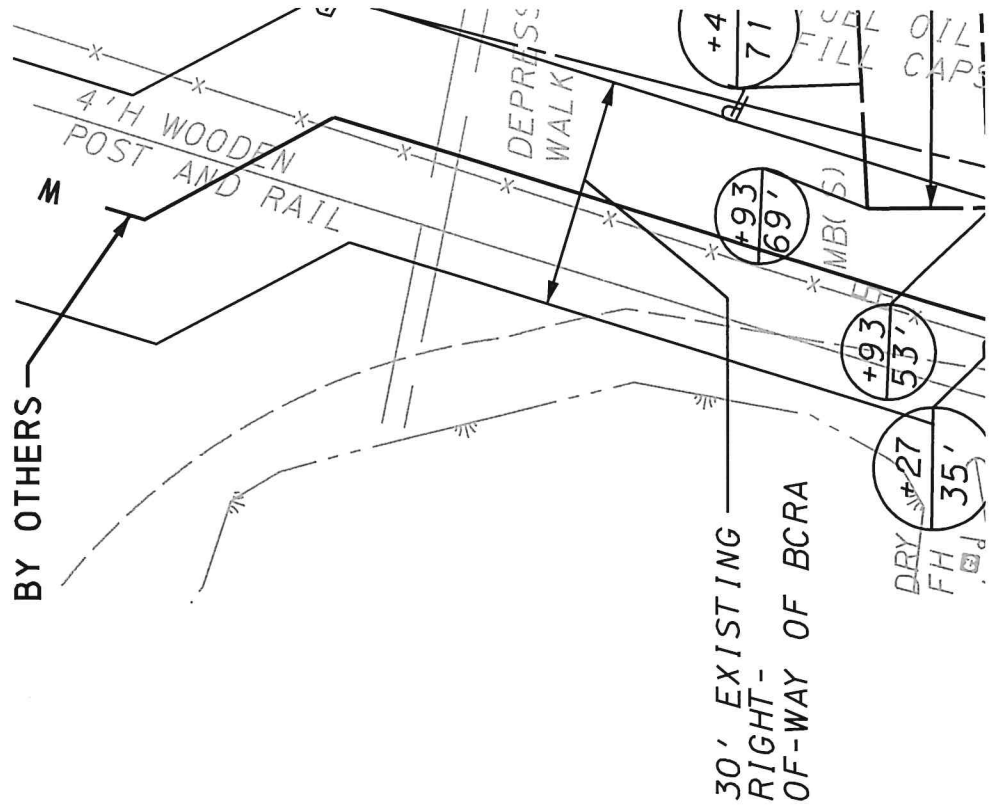
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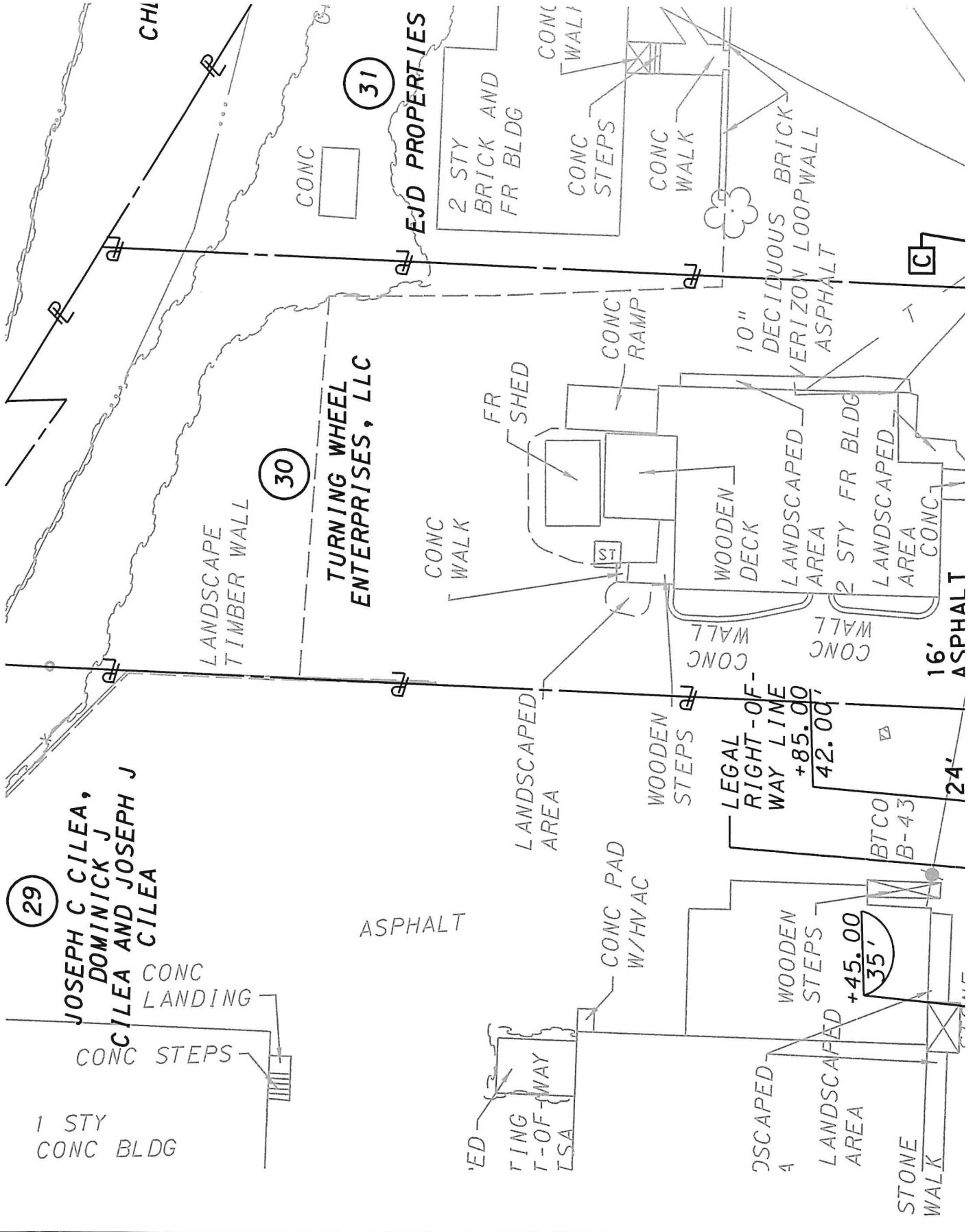
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POT STA 425+00.00





**SURVEY
CONSTR Ø-**

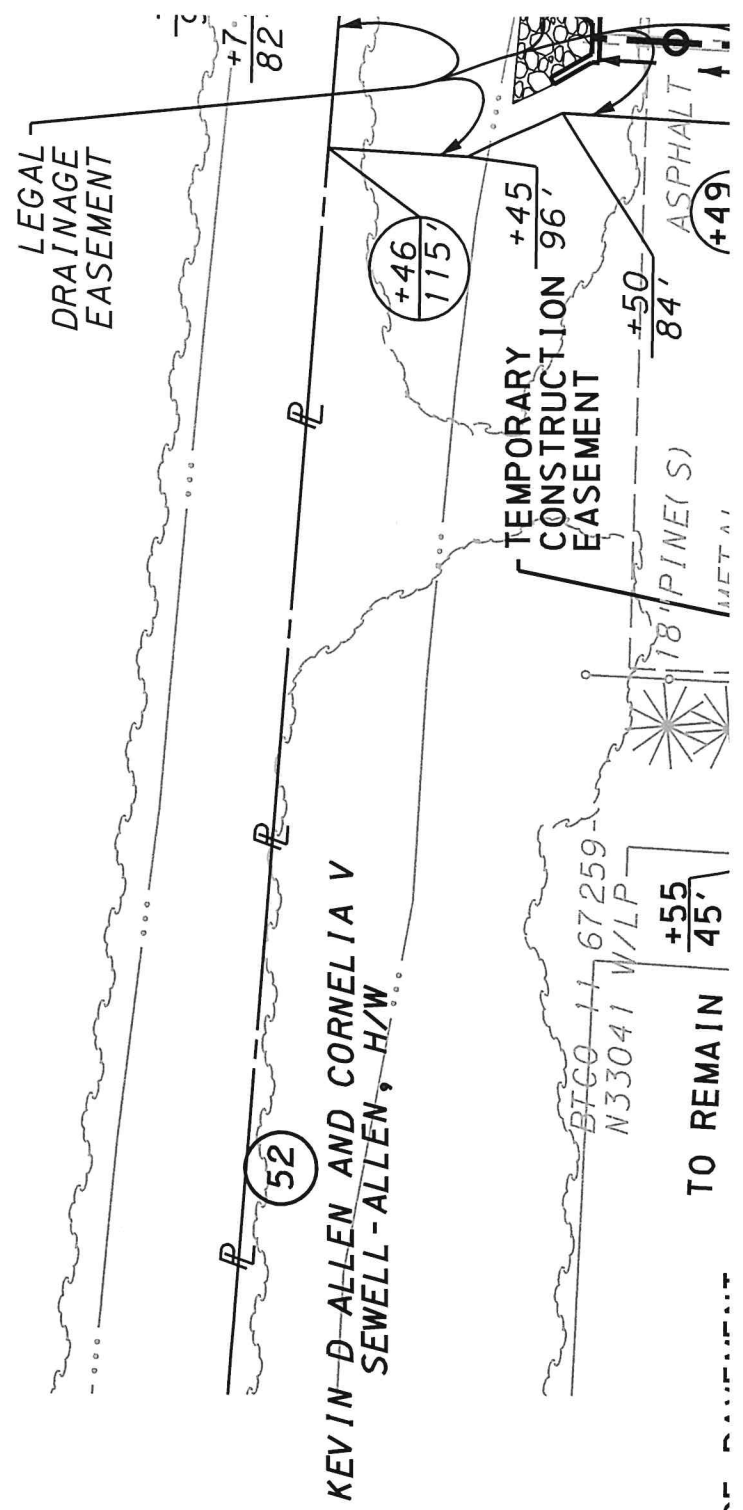


Exhibit B – Commonwealth Standard Provisions

Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

[Intentionally Omitted.]

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for

a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. **Representations and Warranties.**
 - i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state

law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of

these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personal jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

[Intentionally Omitted.]

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

[Intentionally Omitted.]

12. WORKER PROTECTION AND INVESTMENT.

[Intentionally Omitted.]



RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Pocono Township
(TOWNSHIP) (BOROUGH) (CITY), Monroe COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Core5 Industrial Partners has proposed the development of a parcel of land identified as
land developer

Warner Road Warehouse, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☒ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☐ other, (please specify). _____

WHEREAS, Pocono Township finds that the subdivision described in the attached
municipality
Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township)
(Borough) (City) of Pocono Township hereby adopt and submit to DEP for its approval as a revision to the
"Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, _____
(Signature)

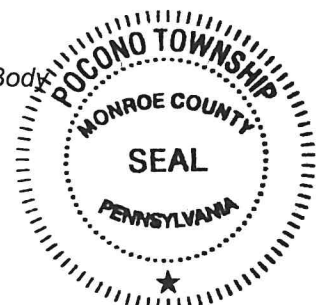
Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2024-18, adopted, _____, 20____.

Municipal Address:

POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

Telephone 570-629-1922

Seal of
Governing Body



**Pocono Township Board of Commissioners
Regular Meeting Minutes
July 15, 2024 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on July 15, 2024 and was opened by President Richard Wielebinski at 6:00 p.m. followed by the Pledge of Allegiance.

Roll Call: Ellen Gndt, present; Natasha Leap, present; Mike Velardi, present; and Brian Winot, present. Rich Wielebinski, present.

In Attendance: Patrick Briegel, Public Works Director; Leo DeVito, Township Solicitor; Amy Montgomery, Engineer; Shawn McGlynn, Zoning Officer; James Wagner, Chief of Police; Krisann MacDougall, Assistant Secretary; Jerrod Belvin, Township Manager; Donna Kenderdine, Stenographer.

Public Comment

Lonny Lipper – (Resident) Spoke about his concerns regarding the excessive shooting. Nuisance Ordinance.

Cheryl Parks (Resident) Expressed her concern regarding the Kennel on Ruby Lane.

Dylan Lovelace – (Nonresident) Expressed his desire to have the township re-consider closing the Basketball courts at the TLC Park.

Announcements

Presentations

Ertel Development – Chris Brown – Safety Easement Discussion – The intersection of Route 611 and Bartonsville Ave. both the Wawa project and the Right-hand turn lane project that the township has been working on for a few years was addressed. L. DeVito explained the options to the board. E. Gndt asked why the Township would condemn a property and not PennDOT. L. DeVito explained. The board members had in-depth discussion.

R. Wielebinski made a motion, seconded by B. Winot to Open up the agenda. All in favor. Motion Carried.

R. Wielebinski made a motion, seconded by B. Winot, to have the developer enter into a reimbursement agreement with the township to cover all costs associated with the eminent domain taking, the second being to authorize the solicitor to prepare a resolution authorizing the declaration of taking. E. Gndt recommended the township contact the landowner to open discussions regarding this matter. R. Wielebinski asked J. Belvin to contact the property owner. All in Favor. Motion carried.

BCRA – (Dave Horton & Tom Wise) Expanding Water Service Area & acceptance of water service area to include NCC - D. Horton went over the water usage though out the area and answered any questions the board had regarding the future service area.

Melissa Hutchison with T&M Engineering – Township MS-4 Program Resolutions - M. Hutchinson went over the permit and the measures the township needs to meet regarding best management practices. (Copies attached)

R. Wielebinski made a motion, seconded by M. Velardi. To suspend the agenda to allow for the fire Company report. All in favor. Motion carried. (Copies attached)

Hearings –

R. Wielebinski made a motion, seconded by N. Leap, to open the hearing. All in favor. Motion carried. Classic Quality Lot 610 Williams Ln. (Relief from Wet Land Buffer)

R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.

E. Gndt made a motion, seconded by R. Wielebinski, to deny the waiver request. All in favor. Motion carried.

Resolutions –

R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2024-14 for The Spirit of Swiftwater Conditional Approval. Rollcall: E. Gndt, No; N. Leap, Yes; B. Winot, Yes; M. Velardi, Yes; R. Wielebinski, Yes. Motion carried. Discussion was held.

R. Wielebinski made a motion, seconded by B. Winot, to approve Resolution 2024-16 for the Pocono Township WSA (Water Service Area) Map. All in Favor. Motion carried.

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the July 1, 2024 regular meeting.
 - General Fund budget adjustments in the amount of \$48,000.00 for the purpose of providing additional funding for the following line items. To cover future expenditures.
 - Sewer Operating adjustments in the amount of \$29,898 for the purpose of providing funding to cover replacement of Bioxide tank.
 - Financial transactions through July 11, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures.

R. Wielebinski made a motion, seconded by N. Leap, to approve the consent agenda. All in favor. Motion carried.

NEW BUSINESS –

Commissioner Comments

Richard Wielebinski – President

Natasha Leap – Vice President

Ellen Gndt – Commissioner

SBA Cell Tower – Nothing new.

Solar Field – Trying to grow grass at this point prior to moving forward. Waiting for information regarding pile driving meeting the code requirements.

Kennel – Nothing new.

L. DeVito explained the Nuisance ordinance draft that has been given to the Board of review.

Mike Velardi – Commissioner

M. Velardi invited everyone to enjoy the Pocono Township Fireman's Carnival, and to stay cool and safe.

Brian Winot – Commissioner

B. Winot asked J. Belvin what the outcome of his contact neighboring municipalities regarding regional zoning for the police was. The only municipality that may be open to discussion was Hamilton.

Reports

Zoning – (Shawn McGlynn)

See attached report.

Issued order to show cause on Laural Lake. Waiting for response.
Wine press action has been started for securing the structure. Appears squatters on site.

Police Report – (Chief J. Wagner)

1222 calls for service, 39 traffic investigations, 35 criminal arrests, and 34 nontraffic arrests.

Ambulance Report - None

Fire Report – None

Manager Report – (Jerrod Belvin)

- NCC Update- Making great progress thanks to the Public Works crew. We are hoping to get the plans back from the architect this week.
- Kenny's Way Update working to trim back to landscaping, put in place safety enhancements and work on winterization ideas along with updating the trails.
- Update on Volunteer Firemen Tax Credit – providing the criteria to Legal in order to move forward.
- R. Wielebinski made a motion, seconded by B. Winot, to change the road name from Woodland Way to Edgewood Way for Brook Village Apartments, as recommended by Monroe County 911/Readdressing. E. Gnandt Abstained due to a conflict. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to waive the pavilion Fees for Pocono Autism Society (Non-profit) rental on July 30th and August 6th . All in favor. Motion carried.
- Discussion on TLC Basketball Court conversion. R. Wielebinski made a motion, seconded by B. Winot, to authorize township manager to work with grant administrators to submit scope of work with a change in the master plan to convert TLC park basketball court to three pickleball courts in the amount of \$23,190.00 with Keystone Sealcoating of NE PA. to balance updated demand of TLC park. All in favor. Motion carried.
- Park Board Update- We are currently working on the bylaws for a board of 5 members, one of which would be J. Gambino. E. Gnandt expressing interest as being on the board as a non-voting member. The board passed around ideas and the recommendation was made that the park board would be a recommending body only.

Public Works

P. Briegel updated the board on sewer matters. A proposal should be provided to the board shortly on force main cleaning. Rules and regulations are also in progress and will hopefully be ready some time in August for review.

Ongoing work at NCC – On site water and septic hopefully will be up and running shortly to accommodate contractors while working on the property. Tanks are being pumped and everything is being inspected. The ultimate goal will be establishing central water and sewer to the site.

Paving will commence the week of July 29th with milling starting the week prior. Chipseal will be starting in the latter part of August and the public will be notified prior to work commencing.

The crew has the Wilkie Rd. project that will be coming up at the end of this month.

The gate apparatus has been installed at MVP. We are just waiting for the arm. The new basketball and pickleball courts paving has been completed. Within the next four weeks the new color coating will be done.

The Road department is working to finish up the apron and handicap area's off of Learn Road and are working on patch work on Fish Hill at the present time. They are looking forward to a completion date of August 1st.

R. Wielebinski made a motion, seconded by M. Velardi, to approve the hiring of Robert Waldron to the Public Works staff with a rate of \$27.85 pursuant to the CBA agreement. All in favor. Motion carried.

Events

Township Engineer Report

A. Montgomery updated the board on the Learn Road roundabout. Draft plans have been provided to the Township manager and Public Works director for review. Moving forward will depend on the Utility companies and Pole relocations. T&M is contemplating putting together an extremely aggressive bidding timeline. Further discussion on this matter was had between the board and A. Montgomery.

Township Solicitor Report

Archer Lane has appealed the award of the \$12,000 civil fine. Currently Nate Oiler is working on the design and there will be submitting a grading permit application and a stormwater design to the engineers office hopefully in the next couple of weeks.

Zoning hearing board application has been received for 127 Crescent Lake Rd. for a variance to put a roof over an existing non-conforming use. The board feels the ZHB is more than able to manage this submission without the township solicitor.

Pocono Places LLC - That was the five contiguous properties with junk on them, we are waiting for the transcripts so briefs can be done and get to the zoning hearing board for a decision.

Officially announcing that the Pennsylvania supreme court denied our petition to allow the Johnson matter to be appealed.

Public Comment

L. Lovelace – (Price Township) – expressed his disappointment in the board's decision regarding the TLC Basketball court transition.

T. Wise – (Resident) – expressed his concern regarding the solar field clearing and how it is going to affect him should we get the 100-year storm and no vegetation to hold back to mountain from decimating his home and property.

Cheryl Parks (Resident) – continued with her recordings of the activity at the home/Kennel on Ruby Lane.

Adjournment – R. Wielebinski made a motion, seconded by E. Gmandt, to adjourn the meeting at 9:05 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Monday, August 5, 2024

SUMMARY

Ratify

| | | |
|--------------------|----|------------|
| General Fund | \$ | 4,539.73 |
| Payroll | \$ | 131,320.61 |
| Sewer Operating | \$ | 1,299.99 |
| Sewer Construction | \$ | - |
| Capital Reserve | \$ | - |

Bill List

| | | |
|--------------------------------------|----|------------|
| TOTAL General Fund | \$ | 109,414.13 |
| TOTAL Sewer <u>OPERATING</u> Fund | \$ | 20,111.77 |
| TOTAL Sewer <u>CONSTRUCTION</u> Fund | \$ | 1,962.50 |
| TOTAL Capital Reserve Fund | \$ | 29,618.75 |
| Liquid Fuels | \$ | - |

| | | |
|---------------------------|-----------|-------------------|
| TOTAL EXPENDITURES | \$ | 298,267.48 |
|---------------------------|-----------|-------------------|

| | | |
|------------------------------|-----------|----------|
| Fire Tax Disbursement | \$ | - |
|------------------------------|-----------|----------|

Budget Adjustments

| | | |
|-----------------|----|---|
| General Fund | \$ | - |
| Capital Reserve | | |
| Liquid Fuels | | |
| Sewer Operating | \$ | - |

Budget Appropriations**Budgetary Interfund Transfer**

| | | |
|--|----|---|
| | \$ | - |
|--|----|---|

Use of Grant Funds**ARPA FUNDS TO CAPITAL RESERVE**

| | | |
|------------------------------------|-----------|------------------|
| Proj 2130153T TASA SR 611 Learn Rd | | |
| Safety Enhance Proj & Roundabout | \$ | 13,794.12 |
| TOTAL CAP. RESERVE | \$ | 13,794.12 |

ARPA FUNDS TO GENERAL FUND

| | | |
|------------------------------------|-----------|-----------------|
| TRAISR | \$ | 733.33 |
| TRAINING (ICMA, GFOA, PSATS) | \$ | 2,203.00 |
| Sarcinello Planning & GIS Services | | |
| TOTAL GEN FUND | \$ | 2,936.33 |

| | | |
|-----------------------------|-----------|------------------|
| Total ARPA Transfers | \$ | 16,730.45 |
|-----------------------------|-----------|------------------|

Notes:

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, August 5, 2024

| General Fund | | Date | TYPE | Vendor | Memo | Amount |
|--------------|--|------------|------|--------|---------------------------|---------------|
| Payroll | | 07/26/2024 | ACH | | PAYROLL ENDING 07/21/2024 | \$ 131,320.61 |

TOTAL PAYROLL \$ 131,320.61

| General Expenditures | | Date | Check | Vendor | Memo | Amount |
|----------------------|--|--------------------------|-------|---------------------------|---|-------------|
| | | 07/15/2024 | 1393 | Elan Financial Services | AT&T FirstNet Police | \$ 1,111.05 |
| | | 07/17/2024 | 1394 | NRA LE Division | azzo M. & Melley R. 8/5-9/2024 Patrol Rflr. | \$ 1,370.00 |
| | | 07/25/2024 | 1395 | Fun & Fancy Faces | 7/25/24 Concert In The Park Appearance | \$ 200.00 |
| | | 07/25/2024 | 1396 | Regina Sayles LLC | 7/25/24 Concert In The Park Appearance | \$ 500.00 |
| | | 07/25/2024 | 1397 | Villani Rental Company | 7/25/24 Concert In The Park Rentals | \$ 600.00 |
| | | 07/29/2024 | 1398 | Blue Ridge Communications | TLC Park Internet | \$ 54.95 |
| | | 07/29/2024 | 1399 | PENTELEDATA | Police Internet | \$ 221.95 |
| | | 07/29/2024 | 1400 | PENTELEDATA | Heritage Bldg Internet | \$ 126.13 |
| | | 07/29/2024 | 1401 | PENTELEDATA | TWP Internet | \$ 142.90 |
| | | 07/29/2024 | 1402 | District Court 43-3-03 | Zoning Violation Complaint Civil | \$ 212.75 |
| | | TOTAL General Fund Bills | | | | |
| | | | | | | |

TOTAL General Fund Bills \$ 4,539.73

| Sewer Operating Fund | | Date | Check | Vendor | Memo | Amount |
|----------------------|--|------------|-------|---------------------------|---------------------------------|-----------|
| | | 07/12/2024 | 1100 | Verizon | Sewer SCADA System | \$ 35.56 |
| | | 07/15/2024 | 1101 | BLUE RIDGE COMMUNICATIONS | Pump Station 5 Phone | \$ 65.69 |
| | | 07/18/2024 | 1103 | BROUGHAL & DEVITO, L.L.P. | Sewer Liens | \$ 200.00 |
| | | 07/18/2024 | 1104 | Verizon Wireless | Sewer Modems | \$ 120.03 |
| | | 07/25/2024 | 1105 | BLUE RIDGE COMMUNICATIONS | Pump Station 3 & 4 Phone | \$ 131.38 |
| | | 07/25/2024 | 1106 | MET-ED | Pump Station 4 Electric | \$ 377.58 |
| | | 07/29/2024 | 1107 | PENTELEDATA | Pump Stations 1 thru 5 Internet | \$ 369.75 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Sewer Construction Fund | | Date | Check | Vendor | Memo | Amount |
|-------------------------|--|------|-------|--------|------|--------|
|-------------------------|--|------|-------|--------|------|--------|

TOTAL Sewer Construction Fund \$ -

| Capital Reserve Fund | | Date | Check | Vendor | Memo | Amount |
|----------------------|--|------|-------|--------|------|--------|
|----------------------|--|------|-------|--------|------|--------|

TOTAL Capital Reserve Fund \$ -

| | | | |
|--------------------------|----|------------|-----------------|
| TOTAL General Fund | \$ | 135,860.34 | |
| TOTAL Sewer Operating | \$ | 1,299.99 | Authorized by: |
| TOTAL Sewer Construction | \$ | - | |
| Total Capital Reserve | \$ | - | Transferred by: |
| | \$ | 137,160.33 | |

POCONO TOWNSHIP CHECK LISTING

Monday, August 5, 2024

General Fund

| Date | Check | Vendor | Memo | Amount |
|-----------|-------|--|--|-------------|
| 7/31/2024 | 1403 | Access Office Technologies | Q2 2024 Copiers | \$ 1,200.90 |
| 7/31/2024 | 1404 | ADP, LLC | Payroll Time & Attendance 5/31 - 7/7/2024 | \$ 1,023.07 |
| 7/31/2024 | 1405 | AFLAC | Supplemental Insurance | \$ 349.56 |
| 7/31/2024 | 1406 | American Heritage Life Insurance Company | Supplemental Insurance | \$ 673.16 |
| 7/31/2024 | 1407 | AMERICAN UNITED LIFE INSURANCE CO. | GTL & STD | \$ 2,674.76 |
| 7/31/2024 | 1408 | Best Auto Service Center | Police vehicle mainenance | \$ 3,737.43 |
| 7/31/2024 | 1409 | Brodhead Creek Regional Authority | TWP water | \$ 381.84 |
| 7/31/2024 | 1410 | CCP Industries | Gloves | \$ 285.50 |
| 7/31/2024 | 1411 | Commonwealth of Pennsylvania - PWS | 878743; 54570 - 2024 SDW Annual Fee | \$ 100.00 |
| 7/31/2024 | 1412 | Cooper Electric | NCC lighting | \$ 727.83 |
| 7/31/2024 | 1413 | Crime Watch Technologies, Inc. | Police SAAS | \$ 2,268.24 |
| 7/31/2024 | 1414 | DES | 12 Boxes Shredding | \$ 120.00 |
| 7/31/2024 | 1415 | Eureka Stone Quarry, Inc. | Barton Glen Tar & Chip Prep 2024 | \$ 6,743.67 |
| 7/31/2024 | 1416 | Foster & Foster, Inc. | Benefit Calculation T. Mignosi | \$ 200.00 |
| 7/31/2024 | 1417 | Gotta Go Potties, Inc | 6/22 - 7/19/24 TLC & MVP Rentals | \$ 926.47 |
| 7/31/2024 | 1418 | Heritage Lawn & Landscaping, LLC | NCC Tree Removal 6ea | \$ 900.00 |
| 7/31/2024 | 1419 | Higgins, Jennifer RPR | Pocono Places Appeal 6/25/24 | \$ 1,089.50 |
| 7/31/2024 | 1420 | J. P. Mascaro & Sons | MVP Waste Removal Jul 2024 | \$ 235.65 |
| 7/31/2024 | 1421 | J. P. Mascaro & Sons | TWP Waste Removal Jul 2024 | \$ 399.50 |
| 7/31/2024 | 1422 | JDM Consultants, LLC | July 2024 Grant Writing Services | \$ 3,500.00 |
| 7/31/2024 | 1423 | KENNETH PREHART | July 12, 16 & 17, 2024 Services | \$ 250.75 |
| 7/31/2024 | 1424 | Legal & Liability Risk Mgmt Institute | J. Scott 7/31/24 Seminar | \$ 150.00 |
| 7/31/2024 | 1425 | Mavis Discount Tire | Police vehicle mainenance | \$ 1,180.32 |
| 7/31/2024 | 1426 | MetLife - Non Uni. Pen. Plan | Non police pension | \$ 7,229.45 |
| 7/31/2024 | 1427 | Monroe County Conservation District | 8/15/2024 Mountain View Park Nature Scavenger Hunt | \$ 75.00 |
| 7/31/2024 | 1428 | Moritz Embroidery Works, Inc. | TWp uniforms | \$ 1,233.44 |
| 7/31/2024 | 1429 | Motorola Solutions | 6/5/24 - 6/4/2025 Sub GRANT | \$ 1,686.00 |

| | | | | | |
|-----------|------|---|---|----|-----------|
| 7/31/2024 | 1430 | Nationwide - 457 | EE & ER Cont | \$ | 4,525.42 |
| 7/31/2024 | 1431 | Nationwide - 457 | EE & ER Pay 14 2024 | \$ | 4,526.62 |
| 7/31/2024 | 1432 | Patriot Workwear | Detective & Corporal Badges | \$ | 220.00 |
| 7/31/2024 | 1433 | Portland Contractors, Inc. | July 2024 Monthly Fee | \$ | 335.00 |
| 7/31/2024 | 1434 | PPL Electric Utilities | TLC Park Lighting | \$ | 652.16 |
| 7/31/2024 | 1435 | PSATS | J. Belvin TEMA Spring Seminar | \$ | 125.00 |
| 7/31/2024 | 1436 | Pure Water Technology of Central PA, Inc. | Qtrly Water Purification Rental | \$ | 621.00 |
| 7/31/2024 | 1437 | Reliable Sign and Striping | Compact Folding Stand 1ea | \$ | 160.00 |
| 7/31/2024 | 1438 | SFM Consulting LLC | Jun 2024 Zoning & Building Codes | \$ | 35,364.08 |
| 7/31/2024 | 1439 | SiteOne Landscape Supply | Herbicide | \$ | 306.57 |
| 7/31/2024 | 1440 | Steele's Hardware | Operating supplies | \$ | 555.40 |
| 7/31/2024 | 1441 | Steele's Hardware | Operating supplies | \$ | 267.42 |
| 7/31/2024 | 1442 | Strand Pool Supply LLP | Pool Samples for Bacteriological Analysis Service Fee 4ea | \$ | 380.00 |
| 7/31/2024 | 1443 | Suburban Testing Labs | SDWA Seasonal Apr-Nov Monthly 705 | \$ | 601.00 |
| 7/31/2024 | 1444 | T&M Associates | Engineering services | \$ | 4,122.04 |
| 7/31/2024 | 1445 | TRAISR, LLC | PW SaaS June 2024 | \$ | 733.33 |
| 7/31/2024 | 1446 | UNIFIRST Corporation | TWP Mats | \$ | 82.12 |
| 7/31/2024 | 1447 | US BANK - Lockbox CM9722 | EE Contribution | \$ | 7,949.88 |
| 7/31/2024 | 1448 | Weitzmann, Weitzmann & Huffman, LLC | Legal services | \$ | 3,533.50 |
| 7/31/2024 | 1449 | World Fuel Services, Inc. | Vehicle fuel | \$ | 5,011.55 |

TOTAL GENERAL FUND **\$109,414.13**

Sewer Operating

| Date | Check | Vendor | Memo | Amount |
|-----------|-------|-----------------------------------|---|-------------|
| 7/31/2024 | 1108 | BRODHEAD CREEK REGIONAL AUTHORITY | Pump Stations Water | \$ 106.17 |
| 7/31/2024 | 1109 | BRODHEAD CREEK REGIONAL AUTHORITY | Evoqua Inv 906530477 | \$ 8,447.87 |
| 7/31/2024 | 1110 | Evoqua Water Technologies LLC | Vaporlink for Pump Station 5 & BCRA Water Tower | \$ 2,200.00 |
| 7/31/2024 | 1111 | Henry's Generator Service | Pump Station Generator Serv Annual Maint | \$ 2,020.00 |
| 7/31/2024 | 1112 | J P Mascaro & Sons | Pump Station 5 Waste Removal July 2024 | \$ 272.95 |
| 7/31/2024 | 1113 | Steele's Hardware | Operating supplies | \$ 18.51 |
| 7/31/2024 | 1114 | SUBURBAN TESTING LABS | Monthly NPDES | \$ 627.00 |
| 7/31/2024 | 1115 | T & M ASSOCIATES | Engineering services | \$ 6,419.27 |

TOTAL Sewer Operating **\$20,111.77**

Sewer Construction Fund

| Date | Check | Vendor | Memo | Amount |
|-------------------------------|-------|--------|-------------|-------------------|
| 7/31/2024 | 1001 | T&M | Engineering | \$ 1,962.50 |
| TOTAL Sewer Construction Fund | | | | <u>\$1,962.50</u> |

Capital Reserve Fund

| Date | Check | Vendor | Memo | Amount |
|----------------------------|-------|----------|---|--------------------|
| 7/31/2024 | 1035 | MOTOROLA | POLICE LPR | \$ 15,824.63 |
| 7/31/2024 | 1036 | T&M | Proj POCO00152 Learn Rd Roundabout Safety Enhance ARPA FUND | \$ 13,794.12 |
| TOTAL Capital Reserve Fund | | | | <u>\$29,618.75</u> |

Liquid Fuels

| Date | Check | Payee | Memo | Amount |
|------|-------|-------|------|--------|
|------|-------|-------|------|--------|

\$0.00

Fire Tax Disbursement

| Date | Check | Payee | Memo | Amount |
|------|-------|-------|------|--------|
|------|-------|-------|------|--------|

TOTAL Fire Tax \$0.00

ESSA

| | | | |
|-------------------------|----|-------------------|-----------------------|
| General Fund | \$ | 109,414.13 | |
| Sewer Operating | \$ | 20,111.77 | |
| Sewer Construction Fund | \$ | 1,962.50 | Authorized by: _____ |
| Capital Reserve | \$ | 29,618.75 | |
| Fire Tax Disbursement | \$ | - | |
| Liquid Fuels | \$ | - | |
| TOTAL ESSA TRANSFER | \$ | <u>161,107.15</u> | Transferred by: _____ |

GENERAL FUND BUDGET vs. ACTUAL

| | Jan - Dec 24 | Budget | \$ Over Budget | % of Budget |
|---|--------------|--------------|----------------|-------------|
| Income | | | | |
| 301.100 · Real Estate Taxes - Current | 4,491,179.79 | 4,599,009.34 | -107,829.55 | 97.66% |
| 301.102 · Specialty Taxes | 158,373.55 | 800,000.00 | -641,626.45 | 19.8% |
| 310.200 · Earned Income Taxes | 1,062,748.45 | 1,600,000.00 | -537,251.55 | 66.42% |
| Taxes Other | | | | |
| 301.200 · Real Estate Taxes - Delinquent | 90,129.12 | 100,000.00 | -9,870.88 | 90.13% |
| 301.300 · Returned Taxes - Upset Sale | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 301.400 · Returned Tax - Repository Sale | 69.42 | | | |
| 310.100 · Real Estate Transfer Taxes | 187,263.03 | 275,000.00 | -87,736.97 | 68.1% |
| 310.500 · Local Services Taxes | 237,892.05 | 370,000.00 | -132,107.95 | 64.3% |
| Total Taxes Other | 515,353.62 | 747,000.00 | -231,646.38 | 68.99% |
| Licenses, permits and fees | | | | |
| 321.800 · Cable TV Franchise Fees | 35,068.30 | 200,000.00 | -164,931.70 | 17.53% |
| 322.100 · Application fees | 0.00 | 100.00 | -100.00 | 0.0% |
| Total Licenses, permits and fees | 35,068.30 | 200,100.00 | -165,031.70 | 17.53% |
| Fines and Forfeits | | | | |
| 331.100 · Court Fines - District Magistra | 21,247.22 | 50,000.00 | -28,752.78 | 42.49% |
| 331.110 · Motor Vehicle Code Violations | 4,639.01 | 15,000.00 | -10,360.99 | 30.93% |
| 331.200 · Ordinance Violations | 8,734.25 | | | |
| Total Fines and Forfeits | 34,620.48 | 65,000.00 | -30,379.52 | 53.26% |
| 341.010 · Interest on Investments | 106,517.07 | 30,000.00 | 76,517.07 | 355.06% |
| Other State Grants | | | | |
| 354.100 · Police Grants | 3,136.45 | 4,000.00 | -863.55 | 78.41% |
| 354.101 · PCCD GRANT POLICE | 11,535.10 | 11,535.00 | 0.10 | 100.0% |
| 354.102 · COP GRANT | 68,485.29 | 83,333.33 | -14,848.04 | 82.18% |
| 355.010 · Public Utility Realty Tax | 0.00 | 5,500.00 | -5,500.00 | 0.0% |
| 355.040 · Alcoholic Beverage Licenses | 1,950.00 | 4,000.00 | -2,050.00 | 48.75% |
| 355.050 · Pension System State Aid | 0.00 | 250,000.00 | -250,000.00 | 0.0% |
| 355.070 · Foreign Fire Insurance | 0.00 | 88,000.00 | -88,000.00 | 0.0% |
| 356.100 · State Payments in Lieu of Taxes | 0.00 | 400.00 | -400.00 | 0.0% |
| Total Other State Grants | 85,106.84 | 446,768.33 | -361,661.49 | 19.05% |
| 351.140 · ARP FEDERAL FUND | 20,193.40 | 82,750.00 | -62,556.60 | 24.4% |
| Police Services & OT Reim. | | | | |
| 362.101 · Reimbursement Police overtime | 8,351.00 | 15,000.00 | -6,649.00 | 55.67% |
| 362.100 · Police Services | 15,010.38 | 10,000.00 | 5,010.38 | 150.1% |
| Total Police Services & OT Reim. | 23,361.38 | 25,000.00 | -1,638.62 | 93.45% |
| Building Permits | | | | |
| 362.410 · Building Permits | 1,071,552.04 | 1,068,973.00 | 2,579.04 | 100.24% |
| Total Building Permits | 1,071,552.04 | 1,068,973.00 | 2,579.04 | 100.24% |
| Charges for Services | | | | |
| 361.100 · Escrow Administration Fees | 0.00 | 0.00 | 0.00 | 0.0% |
| 361.101 · Sewer Admin. Services | 117,920.75 | 212,194.18 | -94,273.43 | 55.57% |
| 361.310 · Subdivision, Land Develop Fees | 8,850.00 | 5,000.00 | 3,850.00 | 177.0% |
| 361.330 · Zoning Hearing Board Fees | 11,300.00 | 4,000.00 | 7,300.00 | 282.5% |
| 361.340 · Cond Use, Curative PRD Fees | 0.00 | 750.00 | -750.00 | 0.0% |
| 361.700 · Reproduction of Records | 781.00 | 50.00 | 731.00 | 1,562.0% |
| 362.110 · Sale of Police Reports | 2,385.00 | 4,000.00 | -1,615.00 | 59.63% |
| 362.130 · Security Alarm Fees | 60.00 | 100.00 | -40.00 | 60.0% |
| 362.300 · Zoning Permits | 539,604.97 | 50,000.00 | 489,604.97 | 1,079.21% |
| 362.301 · GRADING PERMITS | 3,500.00 | 4,000.00 | -500.00 | 87.5% |

GENERAL FUND BUDGET vs. ACTUAL

| | | | | |
|---|---------------------|----------------------|----------------------|----------------|
| 362.440 · Sewer System Permits | 10,550.00 | 20,000.00 | -9,450.00 | 52.75% |
| 362.450 · Use & Occupancy Permits | 775.00 | 2,500.00 | -1,725.00 | 31.0% |
| 362.475 · Well Permits | 400.00 | 1,500.00 | -1,100.00 | 26.67% |
| 362.480 · Pool Permits | 0.00 | 100.00 | -100.00 | 0.0% |
| 362.485 · Sign Permits | 0.00 | 3,000.00 | -3,000.00 | 0.0% |
| 362.491 · Fireworks Permits | 0.00 | 200.00 | -200.00 | 0.0% |
| 362.493 · TRANSIENT DWELLING | 10,500.00 | 20,000.00 | -9,500.00 | 52.5% |
| 362.495 · UCC Fees | 490.50 | 800.00 | -309.50 | 61.31% |
| 362.600 · Miscellaneous Permits | 1,400.00 | 500.00 | 900.00 | 280.0% |
| 363.500 · Public Works Services | 6,052.00 | 12,500.00 | -6,448.00 | 48.42% |
| Total Charges for Services | 714,569.22 | 341,194.18 | 373,375.04 | 209.43% |
| 367.140 · Pavilion Rental Fees | 18,802.30 | 20,000.00 | -1,197.70 | 94.01% |
| 367.180 · Heritage Center Rental Fees | 20.00 | 100.00 | -80.00 | 20.0% |
| 367.200 · Recreation Prog. Services | 1,440.00 | 2,400.00 | -960.00 | 60.0% |
| Other Operating Revenue | | | | |
| 387.100 · Contributions and Donations | 46,511.00 | 45,000.00 | 1,511.00 | 103.36% |
| 387.200 · Fees in Lieu of Improvements | 1,218.00 | 2,000.00 | -782.00 | 60.9% |
| Total Other Operating Revenue | 47,729.00 | 47,000.00 | 729.00 | 101.55% |
| Other Financing Sources | | | | |
| 391.100 · Sale of Surplus Property | 4,026.33 | 5,000.00 | -973.67 | 80.53% |
| 395.000 · Refunds of Prior Year Expenses | 130,624.52 | 150,000.00 | -19,375.48 | 87.08% |
| 395.001 · EE Portion Health Ins. | 15,560.43 | 22,000.00 | -6,439.57 | 70.73% |
| Total Other Financing Sources | 150,211.28 | 177,000.00 | -26,788.72 | 84.87% |
| 392.900 · Transfer from Fund Balance | 0.00 | 707,636.25 | -707,636.25 | 0.0% |
| Total Income | 8,536,846.72 | 10,959,931.10 | -2,423,084.38 | 77.89% |
| Gross Profit | 8,536,846.72 | 10,959,931.10 | -2,423,084.38 | 77.89% |
| Expense | | | | |
| General Government | | | | |
| 400.110 · Salary & Wages - Legislative | 13,397.92 | 27,250.00 | -13,852.08 | 49.17% |
| 400.192 · Legislative SSI Tax | 1,024.94 | 2,084.63 | -1,059.69 | 49.17% |
| 400.260 · Minor Equipment | 523.09 | 1,000.00 | -476.91 | 52.31% |
| 400.420 · Dues, Subscriptions & Membershi | 549.00 | 1,500.00 | -951.00 | 36.6% |
| 400.460 · Legislaive -Meetings & Training | 2,206.99 | 3,000.00 | -793.01 | 73.57% |
| 400.540 · Legislative - Donations | 100.00 | 1,000.00 | -900.00 | 10.0% |
| 401.110 · Admin Salaries & Wages | 75,012.50 | 130,000.00 | -54,987.50 | 57.7% |
| 401.192 · Admin SSI Taxes | 5,712.45 | 9,945.00 | -4,232.55 | 57.44% |
| 401.196 · Admin Health Insurance | 14,807.98 | 29,700.00 | -14,892.02 | 49.86% |
| 401.198 · Non-Uniformed Pension Plan | 3,382.67 | 11,700.00 | -8,317.33 | 28.91% |
| 401.199 · Admin Life and Disability Ins | 273.29 | 1,044.00 | -770.71 | 26.18% |
| 401.200 · Administration Allowances | 1,799.96 | 2,500.00 | -700.04 | 72.0% |
| 401.220 · Admin Operating Supplies | 0.00 | 500.00 | -500.00 | 0.0% |
| 401.231 · ADMIN VEHICLE GASOLINE | 163.02 | 1,160.00 | -996.98 | 14.05% |
| 401.235 · ADMIN VEHICLE REPAIRS & MAINT. | 90.00 | 1,000.00 | -910.00 | 9.0% |
| 401.260 · Admin Minor Equipment | 1,277.75 | 1,500.00 | -222.25 | 85.18% |
| 401.420 · Admin Dues, Subscriptions & Mem | 2,810.83 | 4,000.00 | -1,189.17 | 70.27% |
| 401.460 · Admin Meetings & Training | 8,597.39 | 20,000.00 | -11,402.61 | 42.99% |
| 402.110 · Fin Admin Salaries & Wages | 47,569.30 | 85,000.00 | -37,430.70 | 55.96% |
| 402.192 · Fin Admin SSI Taxes | 3,570.25 | 6,502.50 | -2,932.25 | 54.91% |
| 402.196 · Fin Admin Health Insurance | 19,721.20 | 29,700.00 | -9,978.80 | 66.4% |
| 402.198 · Fin Admin Non-Uni Pension Plan | 3,807.68 | 7,650.00 | -3,842.32 | 49.77% |
| 402.199 · Fin Admin Life & Disability Ins | 690.40 | 1,044.00 | -353.60 | 66.13% |
| 402.310 · Fin Admin Professional Svcs | 659.00 | 25,500.00 | -24,841.00 | 2.58% |

GENERAL FUND BUDGET vs. ACTUAL

| | | | | |
|---|-------------------|---------------------|--------------------|---------------|
| 402.420 · Fin Admin Dues, Subscriptions | 0.00 | 0.00 | 0.00 | 0.0% |
| 403.110 · Tax Collection Salaries & Wages | 5,769.30 | 10,000.00 | -4,230.70 | 57.69% |
| 403.192 · Tax Collection SSI Taxes | 441.30 | 765.00 | -323.70 | 57.69% |
| 403.199 · Tax Collection Bond Ins | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 403.215 · Tax Collection Postage | 2,139.72 | 2,900.00 | -760.28 | 73.78% |
| 403.220 · Tax Collection Operating Supply | 1,324.60 | 1,600.00 | -275.40 | 82.79% |
| 403.310 · Tax Collection Professional Srv | 19,965.71 | 35,000.00 | -15,034.29 | 57.05% |
| 404.310 · Township Solicitor | 32,898.14 | 56,925.00 | -24,026.86 | 57.79% |
| 404.314 · Legal Services Special Counsel | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| 405.110 · Secretary Salaries & Wages | 96,551.14 | 174,824.00 | -78,272.86 | 55.23% |
| 405.120 · Secretary OT | 3,028.49 | 7,000.00 | -3,971.51 | 43.26% |
| 405.179 · Secretary Longevity | 600.00 | 600.00 | 0.00 | 100.0% |
| 405.192 · Secretary SSI Taxes | 7,777.33 | 13,955.44 | -6,178.11 | 55.73% |
| 405.196 · Secretary Insurance | 36,313.04 | 54,500.00 | -18,186.96 | 66.63% |
| 405.198 · Secretary Non-Uni Pension Plan | 8,236.43 | 16,418.16 | -8,181.73 | 50.17% |
| 405.199 · Secretary Life & Disability Ins | 1,714.40 | 3,132.00 | -1,417.60 | 54.74% |
| 406.215 · Gen Govt Postage | 2,800.27 | 3,700.00 | -899.73 | 75.68% |
| 406.220 · Gen Govt Operation Supplies | 2,905.29 | 7,000.00 | -4,094.71 | 41.5% |
| 406.310 · Gen Govt Professional Srvs | 6,281.18 | 34,800.00 | -28,518.82 | 18.05% |
| 406.320 · Gen Govt Communications | 6,687.31 | 11,000.00 | -4,312.69 | 60.79% |
| 406.340 · Gen Govt Advertising & Printing | 3,587.27 | 11,500.00 | -7,912.73 | 31.19% |
| 406.374 · Gen Govt Office Equipment Maint | 0.00 | 500.00 | -500.00 | 0.0% |
| 406.384 · Gen Govt Equipment Leases | 445.00 | 4,000.00 | -3,555.00 | 11.13% |
| 407.252 · Computer Parts & Supplies | 124.99 | 1,000.00 | -875.01 | 12.5% |
| 407.260 · Technology Minor Equipment | 2,000.00 | 2,000.00 | 0.00 | 100.0% |
| 407.421 · Gen Gov. SAS Subscriptions | 7,550.62 | 54,809.21 | -47,258.59 | 13.78% |
| 407.450 · Contracted Services | 45,919.38 | 76,361.84 | -30,442.46 | 60.13% |
| 407.451 · GEN GOV IT CONTRACTED SERVICES | 10,586.00 | 24,000.00 | -13,414.00 | 44.11% |
| 408.310 · Township Engineer | 28,294.78 | 80,000.00 | -51,705.22 | 35.37% |
| 409.220 · Building Operating Supplies | 3,708.63 | 6,000.00 | -2,291.37 | 61.81% |
| 409.260 · New Building Maint Minor Equip. | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| 409.360 · Building Utilities | 18,601.88 | 35,000.00 | -16,398.12 | 53.15% |
| 409.361 · New Building Utilities & Maint. | 1,073.40 | 96,000.00 | -94,926.60 | 1.12% |
| 409.373 · Building Maint & Repairs | 9,211.36 | 17,000.00 | -7,788.64 | 54.18% |
| 409.374 · New Bld. Cntrct. Janitor Serv. | 1,902.70 | 95,000.00 | -93,097.30 | 2.0% |
| 409.450 · Building Contracted Services | 4,357.26 | 6,000.00 | -1,642.74 | 72.62% |
| Total General Government | 580,544.53 | 1,358,570.78 | -778,026.25 | 42.73% |
| Public Safety | | | | |
| 410.384 · POLICE EQUIPMENT LEASES | 345.00 | 850.00 | -505.00 | 40.59% |
| 410.120 · Police Salaries & Wages-Admin | 54,461.64 | 120,000.00 | -65,538.36 | 45.39% |
| 410.130 · Police Salaries & Wages-Officer | 915,390.13 | 1,780,412.61 | -865,022.48 | 51.41% |
| 410.140 · Police Salaries & Wages-Civilia | 60,527.03 | 112,143.20 | -51,616.17 | 53.97% |
| 410.179 · Police Longevity Pay | 25,186.14 | 50,699.77 | -25,513.63 | 49.68% |
| 410.180 · Police Overtime Wages | 112,792.97 | 191,100.00 | -78,307.03 | 59.02% |
| 410.185 · Sick & Vacation Buy Back | 0.00 | 70,000.00 | -70,000.00 | 0.0% |
| 410.187 · Police Overtime Civ Support | 345.20 | 1,500.00 | -1,154.80 | 23.01% |
| 410.191 · Uniform Allowance | 3,451.09 | 16,800.00 | -13,348.91 | 20.54% |
| 410.192 · Police SSI Taxes | 89,611.93 | 179,136.65 | -89,524.72 | 50.02% |
| 410.196 · Police Health Insurance | 336,549.79 | 575,000.00 | -238,450.21 | 58.53% |
| 410.197 · Police Pension Plan | 0.00 | 304,787.00 | -304,787.00 | 0.0% |
| 410.198 · Police Life & Disability Ins | 14,055.34 | 25,056.00 | -11,000.66 | 56.1% |
| 410.199 · Police Non-Uniform Pension | 3,597.19 | 10,272.89 | -6,675.70 | 35.02% |

GENERAL FUND BUDGET vs. ACTUAL

| | | | | |
|---|---------------------|---------------------|----------------------|---------------|
| 410.200 · Police 457 Contribution | 5,313.00 | 8,400.00 | -3,087.00 | 63.25% |
| 410.216 · Police Community Outreach | 1,415.78 | 2,000.00 | -584.22 | 70.79% |
| 410.220 · Police Operating Supplies | 3,681.60 | 7,500.00 | -3,818.40 | 49.09% |
| 410.221 · Crime Scene Supplies | 284.95 | 1,200.00 | -915.05 | 23.75% |
| 410.222 · Ammunition/Field Materials | 5,227.19 | 13,960.00 | -8,732.81 | 37.44% |
| 410.231 · Vehicle Fuel | 42,761.78 | 65,000.00 | -22,238.22 | 65.79% |
| 410.238 · Uniform Expense | 3,888.03 | 4,500.00 | -611.97 | 86.4% |
| 410.260 · Police Minor Equipment | 2,468.66 | 15,000.00 | -12,531.34 | 16.46% |
| 410.270 · Police IT | 18,749.38 | 35,000.00 | -16,250.62 | 53.57% |
| 410.310 · Police Professional Services | 12,626.00 | 20,500.00 | -7,874.00 | 61.59% |
| 410.314 · Civil Service Comm Solicitor | 600.00 | 3,000.00 | -2,400.00 | 20.0% |
| 410.317 · POLICE NEW HIRES EXP | 7,957.89 | 30,000.00 | -22,042.11 | 26.53% |
| 410.320 · Police Communications | 9,703.60 | 18,000.00 | -8,296.40 | 53.91% |
| 410.331 · Travel/Lodging | 4,960.41 | 12,500.00 | -7,539.59 | 39.68% |
| 410.341 · Police Advertising & Printing | 934.31 | 2,500.00 | -1,565.69 | 37.37% |
| 410.373 · Police Maint & Repair Bldg | 5,454.20 | 9,150.00 | -3,695.80 | 59.61% |
| 410.374 · Police Equipment Maint | 783.45 | 5,500.00 | -4,716.55 | 14.25% |
| 410.420 · Police Dues, Subscriptions | 283.00 | 1,800.00 | -1,517.00 | 15.72% |
| 410.421 · POLICE SaaS SUBSCRIPTIONS | 32,176.28 | 63,100.00 | -30,923.72 | 50.99% |
| 410.450 · Police Contracted Services | 81,736.59 | 108,962.10 | -27,225.51 | 75.01% |
| 410.451 · Police Vehicle Maintenance | 27,660.13 | 48,000.00 | -20,339.87 | 57.63% |
| 410.460 · Police Meetings & Training | 12,109.00 | 30,000.00 | -17,891.00 | 40.36% |
| 411.232 · Fire Department Fuel | 2,691.79 | 12,000.00 | -9,308.21 | 22.43% |
| 411.540 · Foreign Fire Payments | 0.00 | 88,000.00 | -88,000.00 | 0.0% |
| 413.310 · Prof Services -BC Officer | 757,318.16 | 948,973.00 | -191,654.84 | 79.8% |
| 413.311 · Prof Services - SEO | 12,175.00 | 24,000.00 | -11,825.00 | 50.73% |
| 413.319 · Code Enforcement UCC Fees | 189.00 | 1,000.00 | -811.00 | 18.9% |
| 414.220 · Planning & Zoning Supplies | 136.47 | 500.00 | -363.53 | 27.29% |
| 414.310 · Planning & Zoning Prof Svcs | 48,392.40 | 84,500.00 | -36,107.60 | 57.27% |
| 414.313 · Planning & Zoning Engineering | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 414.314 · Planning & Zoning Legal | 42,165.94 | 55,000.00 | -12,834.06 | 76.67% |
| 414.319 · MS4 Fees | 2,796.50 | 15,000.00 | -12,203.50 | 18.64% |
| 414.341 · Planning & Zoning Advertising | 1,396.36 | 2,500.00 | -1,103.64 | 55.85% |
| 414.421 · Planning & Zoning SaaS subs. | 2,653.52 | 9,150.00 | -6,496.48 | 29.0% |
| 415.220 · Emer Mgmt Operating Supplies | 258.68 | 1,000.00 | -741.32 | 25.87% |
| 415.364 · Emergency Management Operations | 1,499.00 | 13,500.00 | -12,001.00 | 11.1% |
| 415.431 · EMA GASOLINE | 174.46 | 500.00 | -325.54 | 34.89% |
| 415.434 · EMA VEHICLE MAINT. | 309.89 | 3,000.00 | -2,690.11 | 10.33% |
| 415.460 · Emer Mgmt Meetings & Training | 0.00 | 500.00 | -500.00 | 0.0% |
| Total Public Safety | 2,769,245.85 | 5,204,953.22 | -2,435,707.37 | 53.2% |
| Public Works - Other | | | | |
| 427.220 · Solid Waste Coll Supplies | 307.50 | 1,500.00 | -1,192.50 | 20.5% |
| 427.450 · Contracted Svcs - Clean-Up Days | 15,442.00 | 35,000.00 | -19,558.00 | 44.12% |
| Total Public Works - Other | 15,749.50 | 36,500.00 | -20,750.50 | 43.15% |
| PW-Hwys, Roads & Streets | | | | |
| 430.110 · Public Works Salaries | 335,330.64 | 678,549.70 | -343,219.06 | 49.42% |
| 430.120 · Public Works OT Wages | 14,092.89 | 30,000.00 | -15,907.11 | 46.98% |
| 430.179 · PW Longevity | 4,500.00 | 7,700.00 | -3,200.00 | 58.44% |
| 430.192 · Public Works SSI Taxes | 30,458.34 | 64,462.47 | -34,004.13 | 47.25% |
| 430.196 · Public Works Insurance | 129,715.70 | 220,000.00 | -90,284.30 | 58.96% |
| 430.198 · Public Works N-U Pension | 27,055.71 | 64,462.47 | -37,406.76 | 41.97% |
| 430.199 · Public Works Life & Disab Ins | 5,553.92 | 12,672.00 | -7,118.08 | 43.83% |

GENERAL FUND BUDGET vs. ACTUAL

| | | | | |
|---|-------------------|---------------------|--------------------|---------------|
| 430.220 · Public Works Oper Supplies | 6,506.79 | 15,000.00 | -8,493.21 | 43.38% |
| 430.231 · Public Works Gasoline | 1,329.57 | 10,000.00 | -8,670.43 | 13.3% |
| 430.232 · Public Works Diesel | 26,014.51 | 50,000.00 | -23,985.49 | 52.03% |
| 430.238 · Public Works Uniforms | 999.78 | 9,000.00 | -8,000.22 | 11.11% |
| 430.242 · PW Safety Gear & Equip | 1,397.27 | 5,000.00 | -3,602.73 | 27.95% |
| 430.260 · Public Works Minor Equip Purch | 965.45 | 12,000.00 | -11,034.55 | 8.05% |
| 430.261 · PW Shop Tools | 175.24 | 6,000.00 | -5,824.76 | 2.92% |
| 430.310 · Public Works Professional Srvs | 44.00 | 2,500.00 | -2,456.00 | 1.76% |
| 430.320 · Public Works Communications Exp | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 430.341 · Public Works Advertising | 0.00 | 800.00 | -800.00 | 0.0% |
| 430.373 · Public Works Maint & Rep Bldg | 4,104.69 | 13,000.00 | -8,895.31 | 31.58% |
| 430.376 · PW Equip. Maint. & Supp. | 21,451.46 | 65,000.00 | -43,548.54 | 33.0% |
| 430.384 · Public Works Equip Rental | 4,035.00 | 15,000.00 | -10,965.00 | 26.9% |
| 430.420 · Public Works Dues, Subscription | 440.00 | 450.00 | -10.00 | 97.78% |
| 430.421 · PW SaaS SUBSCRIPTIONS | 10,074.96 | 12,200.00 | -2,125.04 | 82.58% |
| 430.450 · Public Works Contracted Srvs | 2,829.36 | 7,500.00 | -4,670.64 | 37.73% |
| 430.460 · Public Works Meetings & Trainin | 1,192.11 | 10,000.00 | -8,807.89 | 11.92% |
| 432.220 · Snow & Ice Rem Oper Supplies | 64,814.58 | 125,000.00 | -60,185.42 | 51.85% |
| 432.375 · Snow & Ice Rem Equipment Maint | 6,633.88 | 8,000.00 | -1,366.12 | 82.92% |
| 432.450 · Snow & Ice Rem Subcontractors | 0.00 | 15,000.00 | -15,000.00 | 0.0% |
| 433.220 · Traffic Signals & Signs Supply | 1,008.03 | 7,500.00 | -6,491.97 | 13.44% |
| 433.360 · Traffic Signals & Signs Utiliti | 2,748.36 | 5,000.00 | -2,251.64 | 54.97% |
| 433.450 · Traffic Signals Contracted Srvs | 680.00 | 20,475.00 | -19,795.00 | 3.32% |
| 438.220 · Road Maint Supplies | 48,216.25 | 80,000.00 | -31,783.75 | 60.27% |
| 438.613 · Vegetation Control | 905.52 | 2,500.00 | -1,594.48 | 36.22% |
| Total PW-Hwys, Roads & Streets | 753,274.01 | 1,576,771.64 | -823,497.63 | 47.77% |
| Culture and Recreation | | | | |
| 452.390 · Recreation fees | 624.15 | 1,000.00 | -375.85 | 62.42% |
| 454.110 · Park Salary & Wage | 79,080.00 | 145,780.00 | -66,700.00 | 54.25% |
| 454.192 · Park SSI | 6,049.61 | 11,152.17 | -5,102.56 | 54.25% |
| 454.220 · Park Operating Supplies | 3,359.65 | 7,000.00 | -3,640.35 | 48.0% |
| 454.231 · Park Vehicle Fuel | 2,007.62 | 6,000.00 | -3,992.38 | 33.46% |
| 454.238 · Park Uniforms | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 454.260 · Park Minor Equipment | 438.72 | 5,000.00 | -4,561.28 | 8.77% |
| 454.320 · Park Communications | 628.25 | 1,000.00 | -371.75 | 62.83% |
| 454.340 · Park Advertising & Printing | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 454.360 · Park Utilities | 5,402.86 | 9,000.00 | -3,597.14 | 60.03% |
| 454.373 · Park Repairs & Maintenance | 8,756.66 | 20,000.00 | -11,243.34 | 43.78% |
| 454.374 · Park Equipment Maintenance | 1,118.49 | 4,000.00 | -2,881.51 | 27.96% |
| 454.450 · Park Contracted Services | 15,948.93 | 30,000.00 | -14,051.07 | 53.16% |
| 454.452 · Park Program Expenditures | 230.00 | 2,500.00 | -2,270.00 | 9.2% |
| 454.460 · Park Meetings & Training | 0.00 | 450.00 | -450.00 | 0.0% |
| 457.450 · Community Events | 22,965.53 | 62,000.00 | -39,034.47 | 37.04% |
| Total Culture and Recreation | 146,610.47 | 308,382.17 | -161,771.70 | 47.54% |
| Debt Service | | | | |
| 471.100 · New Twp Complex Principal | 30,000.00 | 731,341.00 | -701,341.00 | 4.1% |
| 472.000 · NEW TWP COMPLEX LOAN INTEREST | 0.00 | 103,659.00 | -103,659.00 | 0.0% |
| Total Debt Service | 30,000.00 | 835,000.00 | -805,000.00 | 3.59% |
| Benefits and Withholding | | | | |
| 483.194 · Employer Pd Unemployment Comp | 17,269.33 | 22,000.00 | -4,730.67 | 78.5% |
| 483.195 · Employer Pd Worker's Comp | 152,008.41 | 250,000.00 | -97,991.59 | 60.8% |
| 483.200 · Federal Healthcare Tax | 222.18 | 200.00 | 22.18 | 111.09% |

GENERAL FUND BUDGET vs. ACTUAL

| | | | | |
|--|--------------|---------------|---------------|--------|
| Total Benefits and Withholding | 169,499.92 | 272,200.00 | -102,700.08 | 62.27% |
| Insurance | | | | |
| 486.350 · Property & Liability Insurance | 141,361.25 | 155,000.00 | -13,638.75 | 91.2% |
| 486.355 · Professional Bonds | 7,280.00 | 15,000.00 | -7,720.00 | 48.53% |
| Total Insurance | 148,641.25 | 170,000.00 | -21,358.75 | 87.44% |
| Other Expenses | | | | |
| 463.540 · TIF | 215,313.35 | 216,000.00 | -686.65 | 99.68% |
| 491.000 · Refund of Prior Year Revenues | 500.00 | 1,000.00 | -500.00 | 50.0% |
| Total Other Expenses | 215,813.35 | 217,000.00 | -1,186.65 | 99.45% |
| Misc Expenses | | | | |
| 489.100 · Miscellaneous Expenses | 0.00 | | | |
| Total Misc Expenses | 0.00 | | | |
| Interfund Transfers Out | | | | |
| 492.300 · Interfund Transfer to Cap Fund | | | | |
| COMMITTED FUND TRANSFER | 470,800.00 | 470,800.00 | 0.00 | 100.0% |
| UNCOMMITTED FUNDS TRANSFER | 509,753.29 | 509,753.29 | 0.00 | 100.0% |
| Total 492.300 · Interfund Transfer to Cap Fund | 980,553.29 | 980,553.29 | 0.00 | 100.0% |
| Total Interfund Transfers Out | 980,553.29 | 980,553.29 | 0.00 | 100.0% |
| Total Expense | 5,809,932.17 | 10,959,931.10 | -5,149,998.93 | 53.01% |
| Net Income | 2,726,914.55 | 0.00 | 2,726,914.55 | 100.0% |

CAPITAL RESERVE

Budget vs. Actual

| | Jan - Dec 24 | Budget | \$ Over Budget | % of Budget |
|--|---------------------|----------------------|----------------------|---------------|
| Income | | | | |
| 341.010 · Interest on Investments | 40,279.10 | | | |
| 354.020 · POLICE PCCD GRANT | 21,488.25 | 21,488.25 | 0.00 | 100.0% |
| 354.030 · ROUNABOUT LEARN TASA | 0.00 | 900,000.00 | -900,000.00 | 0.0% |
| 355.006 · LSA Monroe Co 2021 (6/30/2025) | 0.00 | 116,163.00 | -116,163.00 | 0.0% |
| 355.010 · LSA 2019 RH TRN LN C00072203 | 0.00 | 405,000.00 | -405,000.00 | 0.0% |
| 355.011 · MULTIMODAL RH TRN LN C000072896 | 0.00 | 500,000.00 | -500,000.00 | 0.0% |
| 355.012 · LSA RH TRN LN 2021 C000078523 | 0.00 | 187,500.00 | -187,500.00 | 0.0% |
| 355.014 · GREEN LIGHT GO | 51,998.98 | 359,658.00 | -307,659.02 | 14.46% |
| 355.015 · MULTIMODAL RIMROCK 2021 C000076 | 0.00 | 142,000.00 | -142,000.00 | 0.0% |
| 355.016 · ARP FEDERAL FUNDS | 37,726.08 | 432,937.34 | -395,211.26 | 8.71% |
| 355.017 · DCED C000083397 ROUNABOUT (AWA | 0.00 | 500,000.00 | -500,000.00 | 0.0% |
| 355.018 · DCED MTF 2021 (6/30/2025) Award | 0.00 | 46,000.00 | -46,000.00 | 0.0% |
| 355.019 · LSA GRANT TLC BRIDGE BTW PONDS | 0.00 | 292,000.00 | -292,000.00 | 0.0% |
| 355.020 · DCED MTF 2022 Award | 0.00 | 100,000.00 | -100,000.00 | 0.0% |
| 355.021 · LSA GRANT C000086133 POLICE | 133,784.00 | 146,333.00 | -12,549.00 | 91.42% |
| 357.720 · County Grant | 0.00 | 85,000.00 | -85,000.00 | 0.0% |
| 357.721 · PM VISITOR BUREAU GRANT | 0.00 | 15,000.00 | -15,000.00 | 0.0% |
| 391.100 · SALE OF GENERAL FIXED ASSETS | 16,550.00 | | | |
| 392.010 · Transfer from General Fund | | | | |
| COMMITTED OPEN SPACE | 470,800.00 | 470,800.00 | 0.00 | 100.0% |
| UNCOMMITTED TRANSFER | 509,753.29 | 509,753.29 | 0.00 | 100.0% |
| Total 392.010 · Transfer from General Fund | 980,553.29 | 980,553.29 | 0.00 | 100.0% |
| 392.900 · Use of Fund Balance | 0.00 | 273,855.87 | -273,855.87 | 0.0% |
| 393.000 · Capital Lease Proceeds | 61,529.23 | 441,942.73 | -380,413.50 | 13.92% |
| 393.130 · CAPITAL GEN OBLIGATION PROCEEDS | 4,979,586.82 | 5,175,000.00 | -195,413.18 | 96.22% |
| Total Income | 6,323,495.75 | 11,120,431.48 | -4,796,935.73 | 56.86% |
| Expense | | | | |
| 401.000 · Municipal Capital Comprehensive | 5,428,735.15 | 8,873,005.34 | -3,444,270.19 | 61.18% |
| 401.001 · ADMINISTRATION COMPREHENSIVE | 0.00 | 67,192.00 | -67,192.00 | 0.0% |
| 410.000 · POLICE CAPITAL COMPREHENSIVE | 257,744.57 | 260,313.98 | -2,569.41 | 99.01% |
| 430.000 · PW CAPITAL COMPREHENSIVE | 5,600.00 | 413,000.00 | -407,400.00 | 1.36% |
| 438.610 · Maintenance & Repairs of Roads | | | | |
| Paving Overlay | 0.00 | 165,560.94 | -165,560.94 | 0.0% |
| Road Marking | 0.00 | 60,000.00 | -60,000.00 | 0.0% |
| Tar and Chip | 0.00 | 167,009.92 | -167,009.92 | 0.0% |
| 438.610 · Maintenance & Repairs of Roads - Other | 0.00 | 10,000.00 | -10,000.00 | 0.0% |
| Total 438.610 · Maintenance & Repairs of Roads | 0.00 | 402,570.86 | -402,570.86 | 0.0% |
| 454.000 · PARK CAPITAL COMPREHENSIVE | 97,796.83 | 759,199.00 | -661,402.17 | 12.88% |
| 471.000 · PRINCIPAL LEASES | 197,444.32 | 321,602.69 | -124,158.37 | 61.39% |
| 472.000 · INTEREST ON LEASES | 13,950.73 | 23,547.61 | -9,596.88 | 59.25% |
| Total Expense | 6,001,271.60 | 11,120,431.48 | -5,119,159.88 | 53.97% |
| Net Income | 322,224.15 | 0.00 | 322,224.15 | 100.0% |

SEWER OPERATIONS

BUDGET vs. ACTUAL

| | Jan - Dec 24 | Budget | \$ Over Budget | % of Budget |
|--|---------------------|---------------------|----------------------|----------------|
| Income | | | | |
| 341.010 · Interest on Investments | 79,446.65 | 10,000.00 | 69,446.65 | 794.47% |
| 364.110 · Connection/Tapping Fees | 11,250.00 | 10,000.00 | 1,250.00 | 112.5% |
| 364.120 · Sewer Use Fees | 1,967,785.49 | 3,954,060.00 | -1,986,274.51 | 49.77% |
| 364.130 · Reserve Capacity Fee | 20,264.64 | 7,000.00 | 13,264.64 | 289.5% |
| Total Income | 2,078,746.78 | 3,981,060.00 | -1,902,313.22 | 52.22% |
| Gross Profit | 2,078,746.78 | 3,981,060.00 | -1,902,313.22 | 52.22% |
| Expense | | | | |
| 429.100 · Utilities | | | | |
| 429.101 · PPL | 23,217.53 | 26,500.00 | -3,282.47 | 87.61% |
| 429.102 · MetTel | 656.42 | 1,000.00 | -343.58 | 65.64% |
| 429.105 · MetEd | 2,658.45 | 3,600.00 | -941.55 | 73.85% |
| 429.106 · Blue Ridge Communications | 2,293.00 | 4,500.00 | -2,207.00 | 50.96% |
| 429.107 · BCRA Water | 1,056.59 | 1,500.00 | -443.41 | 70.44% |
| 429.108 · PenTeleData | 2,588.25 | 4,500.00 | -1,911.75 | 57.52% |
| 429.109 · Verizon | 1,089.20 | 2,100.00 | -1,010.80 | 51.87% |
| 429.111 · JP Mascaro | 1,890.54 | 2,800.00 | -909.46 | 67.52% |
| 429.112 · FUEL & HEATING OIL | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| 429.100 · Utilities - Other | 1,289.44 | | | |
| Total 429.100 · Utilities | 36,739.42 | 51,500.00 | -14,760.58 | 71.34% |
| 429.200 · BCRA Sewage Treatment | 832,900.10 | 1,418,808.00 | -585,907.90 | 58.7% |
| 429.205 · Bank charges | 0.47 | | | |
| 429.244 · Operating Supplies | 6,735.73 | 25,000.00 | -18,264.27 | 26.94% |
| 429.300 · Professional Services | | | | |
| 429.400 · Engineering | 34,801.51 | 63,000.00 | -28,198.49 | 55.24% |
| 429.401 · Sewer Legal | 7,110.87 | 20,000.00 | -12,889.13 | 35.55% |
| 429.404 · SEWER ADMIN SERVICES | 117,920.75 | 212,194.18 | -94,273.43 | 55.57% |
| 429.405 · O & M | 58,315.92 | 93,000.00 | -34,684.08 | 62.71% |
| 429.406 · KEYSTONE ENGINEERING | 0.00 | 20,000.00 | -20,000.00 | 0.0% |
| 429.300 · Professional Services - Other | 41,570.34 | 40,000.00 | 1,570.34 | 103.93% |
| Total 429.300 · Professional Services | 259,719.39 | 448,194.18 | -188,474.79 | 57.95% |
| 429.374 · Equipment Repair & Maintenance | 118,494.44 | 182,238.00 | -63,743.56 | 65.02% |
| 429.376 · CONTRACTED SERVICES | 9,392.59 | 50,000.00 | -40,607.41 | 18.79% |
| 471.000 · Debt Principal - Long and Short | | | | |
| 471.200 · 1st Keystone 7.5M | 0.00 | 1,041,762.00 | -1,041,762.00 | 0.0% |
| 471.500 · PennVest Loan | 204,000.39 | 409,545.84 | -205,545.45 | 49.81% |
| Total 471.000 · Debt Principal - Long and Short | 204,000.39 | 1,451,307.84 | -1,247,307.45 | 14.06% |
| 472.000 · Debt Interest - Long and Short | | | | |
| 472.200 · 1st Keystone 7.5M Interest | 32,995.24 | 74,970.00 | -41,974.76 | 44.01% |
| 472.500 · PennVest Loan Interest | 33,676.23 | 65,807.40 | -32,131.17 | 51.17% |
| Total 472.000 · Debt Interest - Long and Short | 66,671.47 | 140,777.40 | -74,105.93 | 47.36% |
| 486.352 · Insurance Expense (Liability) | 20,492.75 | 25,000.00 | -4,507.25 | 81.97% |
| Total Expense | 1,555,146.75 | 3,792,825.42 | -2,237,678.67 | 41.0% |
| Net Income | 523,600.03 | 188,234.58 | 335,365.45 | 278.16% |

7/31/2024

SEWER CONSTRUCTION

BUDGET vs. ACTUAL

| | Jan - Dec 24 | Budget | \$ Over Budget | % of Budget |
|--|-------------------|--------------|-------------------|---------------|
| Income | | | | |
| 341.010 · Interest on Investments | 59,587.75 | 10,000.00 | 49,587.75 | 595.88% |
| 392.900 · Use of Fund Balance | 0.00 | 2,362,000.00 | -2,362,000.00 | 0.0% |
| Total Income | 59,587.75 | 2,372,000.00 | -2,312,412.25 | 2.51% |
| Expense | | | | |
| 429.200 · General Project | 12,701.01 | 1,719,000.00 | -1,706,298.99 | 0.74% |
| 429.313 · Engineering - Collection System | 2,146.06 | 566,000.00 | -563,853.94 | 0.38% |
| 429.740 · CAPITAL PURCHASES MACHINERY | 57,898.00 | 87,000.00 | -29,102.00 | 66.55% |
| Total Expense | 72,745.07 | 2,372,000.00 | -2,299,254.93 | 3.07% |
| Net Income | -13,157.32 | 0.00 | -13,157.32 | 100.0% |

ARPA FUND

BUDGET vs. Actual

| | Jan - Dec 24 | Budget | \$ Over Budget | % of Budget |
|---|-------------------|-------------------|--------------------|---------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 341.001 · INTEREST ON INVESTMENTS | 15,369.58 | 500.00 | 14,869.58 | 3,073.92% |
| 392.000 · Use of Fund Balance | 0.00 | 515,187.34 | -515,187.34 | 0.0% |
| Total Income | 15,369.58 | 515,687.34 | -500,317.76 | 2.98% |
| Expense | | | | |
| 492.010 · TRANSFER TO GENERAL FUND | | | | |
| GOV SERV. IMPROV. | 20,193.40 | 82,750.00 | -62,556.60 | 24.4% |
| Total 492.010 · TRANSFER TO GENERAL FUND | 20,193.40 | 82,750.00 | -62,556.60 | 24.4% |
| 492.300 · TRANSFER TO CAPITAL FUND | 37,726.08 | 432,937.34 | -395,211.26 | 8.71% |
| Total Expense | 57,919.48 | 515,687.34 | -457,767.86 | 11.23% |
| Net Ordinary Income | -42,549.90 | 0.00 | -42,549.90 | 100.0% |
| Net Income | -42,549.90 | 0.00 | -42,549.90 | 100.0% |

General Fund
Balance Sheet
As of December 31, 2023

| | <u>Dec 31, 24</u> |
|---|----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 100.005 · 1NORTHERN BANK GF DISB | -82,587.29 |
| 100.004 · GENERAL FUND DISBURSEMENT | 1,049.73 |
| 100.000 · General Fund Cash | 182,081.57 |
| 100.006 · PLGIT GENERAL FUND | 8,496,701.50 |
| 100.108 · PLGIT P-CARD PAYMENT ACCOUNT | 5.23 |
| 100.001 · Petty Cash | 224.75 |
| 100.109 · Police Petty Cash | 100.00 |
| 100.002 · ESSA Payroll account | 1,320.34 |
| 100.003 · KOLLAR COMMITTED | 5,397.75 |
| 100.007 · PLGIT OPEN SPACE | 66,760.78 |
| Total Checking/Savings | <u>8,671,054.36</u> |
| Other Current Assets | |
| 140.300 · Taxes Receivable | 43,250.84 |
| 145.100 · Accounts Receivable Adjustments | 40,075.24 |
| Total Other Current Assets | <u>83,326.08</u> |
| Total Current Assets | <u>8,754,380.44</u> |
| Other Assets | |
| 155.000 · Prepaid Expenses | 3,322.13 |
| 155.100 · Prepaid Insurance | 13,261.00 |
| Total Other Assets | <u>16,583.13</u> |
| TOTAL ASSETS | <u><u>8,770,963.57</u></u> |
| LIABILITIES & EQUITY | |
| Liabilities | 21,022.68 |
| Equity | |
| 279.000 · Fund Balance | 5,411,148.59 |
| 279.001 · Committed Open Spaces | 66,760.78 |
| 279.002 · COMMITTED NEW BUILDING | 535,000.00 |
| 279.999 · Prior period adjustment | 10,116.97 |
| Net Income | <u>2,726,914.55</u> |
| Total Equity | <u>8,749,940.89</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>8,770,963.57</u></u> |

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2024-

**AN ORDINANCE OF THE TOWNSHIP OF POCONO,
COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA
AMENDING THE CODE OF CODIFIED ORDINANCES OF POCONO TOWNSHIP,
PART II, GENERAL LEGISLATION; ADDING A NEW CHAPTER 260, NUISANCES;
AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES
INCONSISTENT HERewith**

WHEREAS, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania deem it to be in the best interests and general welfare of the citizens and the residents of the Township to prohibit the unreasonable, unwarrantable or unlawful use of private or public property which causes injury, damage, hurt, inconvenience, annoyance or discomfort to others in the legitimate enjoyment of their rights of person or property; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania and it is hereby **ENACTED AND ORDAINED** by virtue of the power vested in the Board of Commissioners by the First-Class Township Code, as follows:

SECTION 1. The Township of Pocono Code of Codified Ordinances; Part II, General Legislation; is hereby amended by adding the following:

“Chapter 260 Nuisances

§ 260-1. Short Title

This Chapter shall be known and may be cited as the “Pocono Township Nuisance Ordinance”.

§ 260-2. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

AGRICULTURAL OPERATION The use of any parcel of land containing five or more acres for economic gain in the raising of agricultural products or livestock. It includes necessary structures within the limits of the parcel and the storage of equipment necessary for production.

ANTIQUE VEHICLE Any vehicle 25 years or older which has been restored to good operating and roadworthy condition. (See definition of "good operating and roadworthy condition.")

ASHES Residue from fire used for cooking and for heating buildings, or from other burning.

AUTO REPAIR GARAGE An area where repairs, improvements and installation of parts and accessories for motor vehicles and/or boats are conducted that involves work that is more intense in character than work permitted under the definition of "auto service station." An auto repair garage shall include, but not be limited to, a use that involves any of the following work: major mechanical or body work, straightening of body parts, painting, welding or rebuilding of transmissions.

AUTO SERVICE STATION An area where gasoline is dispensed into motor vehicles.

BUILDING Any structure having a roof supported by fully enclosed exterior weight-bearing walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, services, goods or materials of any kind or nature, including, but not limited to, dwellings, dwelling units, mobile homes, garages, barns, stables, sheds, plants, factories, warehouses and similar structures.

DWELLING Any building which is wholly or partly used or intended to be used for living or sleeping by human occupants.

DWELLING UNIT Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living or sleeping by human occupants.

EMERGENCY CASE A violation which poses an imminent threat to the public health, safety or welfare and which requires immediate action to eliminate such imminent threat.

ENFORCEMENT OFFICER The individual(s), agency or firm appointed by the Pocono Township Board of Commissioners to enforce the provisions of this chapter.

EXTERMINATE To control and eradicate insects, rodents or other pests by eliminating their harborage places, removing or making inaccessible materials that may serve as their food, poisoning, spraying, fumigating, trapping, or by any other recognized and legal pest elimination methods.

FIREARM Includes, but is not limited to, any handgun, rifle, shotgun, pellet gun, BB gun, air gun (handgun, rifle and/or shotgun) or any other similar device which propels a projectile or projectiles through the use of force.

GARBAGE Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

GOOD OPERATING AND ROADWORTHY CONDITION A vehicle having both a current and valid registration and current and valid inspection sticker as required by the motor vehicle laws of the Commonwealth of Pennsylvania, or if lacking a registration and/or inspection sticker, is in full and complete working order and condition, but for not having said current registration and inspection sticker could be safely and legally operated on a public roadway. Registrations and inspections which have been expired for less than 60 days shall be considered current for the purposes of this definition.

JUNK Any scrap or abandoned man-made or man-processed material or articles, such as the following types: metal, furniture, appliances, motor vehicle parts, aircraft, glass, plastics, machinery, equipment, containers and building materials.

JUNK VEHICLE Includes any vehicle or trailer, not in a good operating and roadworthy condition, that meets any or all of the following conditions

- A. Cannot be moved under its own power, in regards to a vehicle designed to move under its own power, other than a vehicle clearly needing only minor repairs.
- B. Cannot be towed, in regards to a trailer designed to be towed.
- C. Has been demolished beyond repair.
- D. Has been separated from its axles, engine, body or chassis.
- E. Includes only the axle, engine, body parts and/or chassis, separated from the remainder of the vehicle.

JUNKYARD An area of land, with or without buildings, used for the storage, outside a completely enclosed building, of junk as defined by this chapter, with or without the dismantling, processing, salvage, sale or other use or disposition of the same. Vehicle sales lots managed by licensed vehicle dealers operated in accord with this chapter shall not be considered junkyards. The following shall also be considered junkyards:

- A. The outside storage or deposit on a lot of three or more abandoned or junked vehicles.
- B. The outside storage or deposit on a lot of one or more mobile/manufactured homes or campers which are in such a dilapidated/deteriorated state so as not to be fit or safe or protected from the elements for the purpose of storage of personal items or use as a workshop or other similar use.

NUISANCE Any unreasonable, unwarrantable or unlawful course of conduct or use of private or public property which causes or may cause injury, damage, hurt, inconvenience, interference, or discomfort to others in the legitimate use and enjoyment of their rights of person or property.

OCCUPANT The person owning, leasing, renting, occupying or having charge, care, custody or control of any premises in Pocono Township.

ON-SITE UTILITY VEHICLE Any unregistered vehicle used on a specific property for plowing snow, hauling fire wood, moving goods or equipment, and other similar property maintenance or operational activities. An on-site utility vehicle shall not be considered junk.

OUTSIDE STORAGE Any items not contained in a building fully enclosed with completed walls and roof.

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 chapter 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.

PROPERTY A piece, parcel, lot or tract of land.

RUBBISH Includes, but is not limited to, waste such as paper, cardboard, grass clippings, tree or shrub trimmings, wood, bedding, crockery, construction waste, or similar waste materials.

SCREENED Visibly shielded or obscured from any adjoining or neighboring property, any public or private road right-of-way, or any other premises which is accomplished by topography, fencing, berms, natural and planted vegetation or other means approved by the Township.

TOWNSHIP The Township of Pocono, Monroe County, Pennsylvania.

TOWNSHIP CODE The Code of the Township of Pocono, Monroe County, Pennsylvania.

UNREGISTERED VEHICLE Any motor vehicle or trailer that does not display a license plate, process a current registration, and does not have a valid state safety inspection sticker. This term shall not apply to vehicles (such as licensed antique cars) for which state regulations do not require an inspection sticker. The term also shall not include motor vehicles displaying a license and inspection stickers that have each expired less than 60 days prior to the first inspection and notice under this chapter.

VEGETATION Any grass, weed, vegetable, crop, shrub, or other plant.

VEHICLE Any device in, upon or by which any person or property is or may be transported or drawn upon a public highway or upon any land, including, but not limited to, automobiles, trucks, vans, buses, utility trailers, tractors, truck tractors, recreational vehicles, motor homes, travel trailers, motorcycles, machinery, trailers, farm machinery and implements, and other wheeled equipment; boats; and aircraft.

VEHICLE OR EQUIPMENT REPAIR/TOWING OPERATION An establishment, operating in accord with the Township requirements, engaged in the service and/or repair of vehicles, including, but not limited to, auto body shops, repair garages, truck repair garages, towing companies and agriculture equipment repair.

VERMIN INFESTED The presence, within or upon a premise, of any insects, rodents or other pests which constitute a public nuisance.

WASTE

A. GARBAGE All animal and vegetable wastes subject to decay resulting from the handling, preparation, cooking and consumption of food.

B. HAZARDOUS WASTE Any waste or combination of wastes, which, because of quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illnesses, or pose a present or potential threat to humans and/or the environment.

C. INFECTIOUS WASTE Waste that is capable of producing an infectious disease because it contains pathogens of sufficient virulence and quantity so that exposure to the waste by a susceptible human host could result in an infectious disease. These wastes include blood and blood products, sharps and other items contaminated with blood, discarded biological products, human and animal by-products, etc.

D. MUNICIPAL WASTE Household wastes and commercial, agricultural, governmental, industrial and institutional wastes which have chemical and physical characteristics similar to household wastes.

E. RECYCLABLE MATERIALS Those materials which can be diverted, removed, or recovered from the waste stream to be used, reused, sold or recycled, whether or not they require subsequent separation and processing. Recyclable materials include but are not limited to paper, paper products, cardboard, plastics, bottles, cans, glass, metals, etc.

F. REGULATED WASTE Any waste material requiring special handling and/or disposal as specified by law. Regulated waste includes, but is not limited to, lead-acid batteries, yard waste, tires, major appliances, small appliances, mattresses, used oil, asbestos, contaminated soil, etc.

G. SOLID WASTE Municipal wastes, garbage, refuse, and other discarded materials, including, but not limited to, solid and semisolid waste materials resulting from residential, commercial, institutional, industrial, and governmental activities.

§ 260-3. Responsibility of Owner

It shall be the responsibility of the property owner of the premises upon which any public nuisance, as described in this chapter, is situated and/or occurring, jointly with the owner of any junk, rubbish, structure, building or other item which constitutes such public nuisance, to provide for the removal or abatement of any such public nuisance and the remediation of any environmental problems associated with the activity or property condition which constitutes the public nuisance. Any owner of property upon which a public nuisance is located or taking place, and/or any person who or which owns junk, rubbish, structures or buildings which constitute a public nuisance, and/or any person who or which owns or is engaged in conduct which constitutes a public nuisance, shall be deemed to be in violation of this chapter, and shall be subject to the penalties and remedies prescribed herein.

§ 260-4. Declaration of Nuisances

The following are hereby declared to be public nuisances and shall be removed, disposed of, or corrected as herein provided.

A. Junk: any junk not stored in a junkyard, lawfully permitted in accord with Township Zoning Ordinance, in a fully enclosed building, or in an exempted storage area.

B. Vehicles: the outside storage or deposit on a lot of three or more junk and/or unregistered vehicles that are partly or fully visible from an exterior lot line, dwelling and/or public street.

C. Unsanitary or dangerous material: The accumulation of junk, garbage, rubbish, food materials and/or consumer goods is prohibited. The storage of garbage and/or biodegradable material is prohibited, other than what is customarily generated on site and routinely awaiting pickup not to exceed the time limit of 30 days.

D. Dangerous premises: maintaining or causing to be maintained any dangerous premises, including, but not limited to, abandoned or unoccupied dwellings or buildings in a state of dilapidation or disrepair.

E. Vegetation: permitting the growth of any vegetation which presents a public safety hazard by limiting the vision or right-of-way of travelers on any public road.

F. Noise:

(1) For any person to make, continue or cause to be made any unnecessary or unusually loud noise which annoys, disturbs, injures or endangers the comfort, health, safety or peace of others within and which can be heard a distance of 150 feet from its source or such person's property line between the hours of 9:00 p.m. and 7:00 a.m. or during the daytime of three consecutive hours or more.

(2) The following acts, and the causing thereof, are declared to be sound/noise disturbances, and therefore in violation of this chapter:

(a) Radios, television sets, musical instruments, and similar devices: operating, using or playing of any radio, television, musical instrument, sound/noise amplifier, automobile radio, automobile stereo, high-fidelity equipment, or similar device which produces, reproduces, or amplifies sound/noise to the extent that such use creates a sound/noise disturbance.

(b) Yelling and shouting: engaging in loud or raucous yelling, hooting, whistling, or singing.

(c) Construction tools or equipment: operating or permitting the operation of any tools or equipment used in construction operations, drilling, or demolition work between the hours of 9:00 p.m. and 7:00 a.m., such that sound/noise creates a sound/noise disturbance across a residential property line (boundary), except for emergency work.

(d) Domestic power tools: operating or permitting the operation of any mechanically powered saw, drill, sander, grinder, lawn/garden tool, or similar device used outdoors between the hours of 9:00 p.m. and 7:00 a.m.

as to cause a sound/noise disturbance across a residential property line (boundary), except in an emergency.

(e) Vehicle, motorboat, or aircraft repairs and testing. No person shall build, repair, rebuild, test, or otherwise work on any motorcycle, automobile, or other motor vehicle, motorboat, or aircraft between the hours of 9:00 p.m. and 7:00 a.m. in such a manner as to cause a sound/noise disturbance across a property line.

(f) Any and all other noises, from whatever source constituting unnecessary or unusually loud noise as set forth above.

G. Streets, sidewalks or other public places:

(1) All obstructions caused or permitted on any street or sidewalk to the danger or annoyance of the public, and all snow, stones, rubbish, dirt, filth, slops, vegetable matter or other article thrown or placed by any person on or in any street, sidewalk or other public place which in any way may cause any injury to the public.

(2) Placing a vehicle or other obstruction on or along any street of the Township so as to interfere with vehicular or pedestrian traffic, unless it should become necessary to drive or place the vehicle in such position to load or unload materials, merchandise or furniture, and then such vehicle shall only be permitted to remain for such lengths of time as is necessary to load or unload the same.

H. Drainage:

(1) Draining or flowing, or allowing to drain or flow, by pipe or other channel, whether natural or artificial, any foul or offensive water or drainage from sinks, bathtubs, washstands, lavatories, water closets, swimming pools, privies, or cesspools of any kind or nature whatsoever, or any foul or offensive water or foul or offensive drainage of any kind, from property along any public highway, road, street, avenue, lane or alley, or from any property into or upon any adjoining property.

(2) Throwing, spreading or depositing in any watercourse, drainageway, channel or gutter, and permitting it to remain there, any stone, soil, vegetation or any other material.

(3) Any storage of junk shall be maintained a minimum distance of 100 feet from the center line of any waterway, and shall be kept out of any drainage swale.

I. Open excavations: allowing or permitting any excavation, material excavated or obstruction on or adjoining any highway, street, or road, to remain opened or exposed without the same being secured by a barricade, temporary fence, or other protective materials.

J. Advertisements; solicitations; signs:

(1) For any person to distribute or throw upon doorsteps, into doorways, vestibules, yards, enclosures or anywhere within the Township, samples of merchandise of any character whatsoever; or for any person to distribute, throw

upon doorsteps, or into doorways or vestibules, place upon doorknobs or fences, or cast into yards or anywhere else, handbills, advertising and printed matter of any nature whatsoever without prior authorization by the Township Board of Commissioners.

(2) Signs: for any person to erect signs projecting across walkways, rights-of-way or in places dangerous to life and limb.

(3) For any person to post, paste or fasten any printed, painted or written signs, show bill, placard, circular or advertisement of any description whatsoever upon any tree, telephone or electric light pole within the Township limits unless authorized by the Township Board of Commissioners.

K. Animals Running at Large:

(1) It shall be unlawful and an offense for any owner or other person to allow or permit any animal to run at large or trespass upon the property of another within the Township.

(2) It is unlawful for any person to open any enclosure in which any animal is confined as required by Ordinance so as to turn the animal at large, or in any manner to turn the animal at large.

(3) Any law enforcement officer may destroy an animal running at large that is a threat to public safety.

§ 260-5. Discharging of Firearms

The following regulations shall apply to discharging of firearms in the Township:

A. The discharging of firearms shall only occur on lots that are one (1) acre or greater in size.

B. The discharging of firearms shall only occur during the time frames set forth by the Pennsylvania Game Commission in its Hunting Hours Table.

C. A proper backstop, as recommended by the Pennsylvania Game Commission, shall be utilized at all times.

D. The use of binary explosive targets, including but not limited to Tannerite, shall be prohibited.

§ 260-6. Auto Repair Garages and Auto Service Stations

In recognition of the need to allow limited storage of junk or unregistered vehicles, or vehicles awaiting repair or insurance coverage resolution at an active and bona fide auto repair garage or auto service station, the standards in this section shall apply.

A. Insurance; impoundment; awaiting repair. Not more than a combined total of 12 junk vehicles, unregistered vehicles, vehicles stored in anticipation of the resolution of insurance coverage, vehicles impounded by the state police, or vehicles awaiting repair may be stored outside a fully enclosed building except at a permitted junkyard or exempted storage area. The owner of the establishment shall maintain accurate and current records on the date of receipt, ownership, status and disposition for all such vehicles on the premises, and the records shall be open for inspection by the Township.

B. Used tires and parts. Used tires and vehicle parts awaiting disposal may be stored outdoors on the premises, provided such material is screened. The amount of such stored material shall not exceed that which would be accumulated from one month of normal operation. Any tires or parts in which water can collect and serve as a breeding area for mosquitos and other insects shall be covered by a roof.

§ 260-7. Emergency Cases

Whenever the enforcement officer finds that an emergency exists which requires immediate action to protect the public health, he may, without notice, issue an order reciting the existence of such an emergency and requiring that such action be taken as is necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the enforcement officer, shall be afforded a hearing as soon as possible in accord. After such hearing, depending upon the findings as to whether the provisions of this chapter have been complied with, the enforcement officer shall continue such order in effect, or modify or revoke it. The costs of such emergency repair, improvement, vacation or demolition of such dangerous building shall be collected in the same manner as provided herein for other cases.

§ 260-8. Enforcement

A. Appointment; responsibility for enforcement. The Board of Commissioners shall appoint an individual, agency or firm to serve as the enforcement officer, who shall be responsible for enforcing the terms of this chapter.

B. Inspections; permission. The enforcement officer, and any other agent so authorized by the Board of Commissioners, may inspect any premises to determine whether any violations of this chapter exist. Prior to entering upon any property to conduct an inspection, the enforcement officer shall obtain the permission of the owner or occupant for the same. If, after due diligence, the enforcement officer is unable to obtain such permission, the enforcement officer shall have the authority to conduct the necessary inspection in accord with this chapter and the applicable laws of the commonwealth, and, if necessary, petition a competent court with jurisdiction for a court order authorizing the inspection. If, upon review of petition, a court orders the inspection, the defendant named in the order shall reimburse the Board of Commissioners for court costs and reasonable attorney fees. The enforcement officer may, upon authorization of the Board of Commissioners, consult with the Township Engineer or any other qualified person in making the determination regarding a violation.

C. Notice. Whenever an inspection discloses that a violation exists, the enforcement officer shall, upon authorization by the Board of Commissioners, issue a notice to the owner and/or occupant of the premises. The notice shall:

- (1) Be in writing.
- (2) Include a statement of the reasons it is being issued.
- (3) State a reasonable time to rectify the conditions constituting the violation, and may contain an outline of remedial action which, if taken, will affect compliance with the provisions of this Chapter.
- (4) Inform the owner that he has a right to a hearing in accord with § 260-9.
- (5) Inform the owner that should he fail to comply with the order or request a hearing, the Township Commissioners will order the correction of the violation, and, in accord with this chapter, will assess any and all costs, expenses (including, but not limited to, Constable, attorney, engineering and consulting fees), and penalties incurred against the land on which the violation is located.

D. Service of notice. Except in emergency cases, the notice shall be sent by registered mail or by certificate of mailing, or personally delivered to, the owner and/or the occupant of the premises. Where the owner is absent from the Township, all notices shall be deemed to be properly served upon the owner if:

- (1) A copy of the notice is served upon the owner personally; or
- (2) A copy of the notice is sent by registered mail or by certificate of mailing to the last known address of the owner, regardless of receipt, and is posted in a conspicuous place on or about the premises affected by the notice; or
- (3) The owner is served with such notice by any other method authorized under the laws of the Commonwealth.

E. Hearing appearance. The enforcement officer shall appear at all hearings conducted in accord with § 260-9 and testify as to the violation.

§ 260-9. Hearings

A. Conduct of hearings. A Nuisance Hearing Board shall be appointed by the Board of Commissioners. All hearings shall be conducted in accordance with the Pennsylvania Local Agency Law, 42 Pa.C.S.A. § 551 et seq.

B. Hearing request. Any person affected by any notice which has been issued in connection with the enforcement of any provision of this chapter may request and shall be granted a hearing on the matter before the Board, provided that such person shall file with the Board in writing a request for a hearing, setting forth a brief statement of the grounds therefor within 30 days after the day the notice was served in accord with § 260-8(D). Upon receipt of such request, a time and place for such hearing shall be scheduled and advertised in accord with the Pennsylvania

Sunshine Law. At such hearing, the person requesting the hearing shall be given an opportunity to be heard and to show cause why the public nuisance(s) described in the notice should not be abated. The Board shall commence the hearing not later than 60 days after the day on which the request was received in the municipal office.

C. Board action. After such hearing, the Board shall, by written order, sustain the notice, modify the standards which are the subject of the notice and attach conditions, or withdraw the notice. If the Board sustains or modifies such notice, it shall be deemed to be an order. Any notice served by the enforcement officer pursuant to § 260-8(D) shall automatically become an order if a written request for a hearing along with the hearing fee is not filed with the Board within 30 days after such notice is served.

D. Appeal. Any aggrieved party may appeal the final order to the Court of Common Pleas of Monroe County in accordance with the provisions of the Pennsylvania Local Agency Law.

E. Fee. The person requesting the hearing shall pay the fee for such hearing as may be established by resolution of the Board of Commissioners.

§ 260-10. Violations; Enforcement Remedies; Action to Abate Nuisance

A. Failure to comply. Failure to comply with any provision of this Chapter, and/or failure to comply with an order to abate a nuisance, shall be violations of this chapter and shall constitute a summary offense.

B. Fine; imprisonment. Any person who has violated or permitted the violation of any provisions of this chapter shall, upon judgment thereof by any Magisterial District Judge, be sentenced to pay a fine of not less than \$100, nor more than \$1,000 per day of violation, together with the costs of suit, and/or shall be committed to the Monroe County Prison for a period not exceeding 30 days. Each day of violation shall constitute a separate offense for which a summary conviction may be sought. All judgments, costs, interest and reasonable attorney fees collected for the violation of this chapter shall be paid over to the Township.

C. Other remedies. In addition to the fines, judgments, and/or imprisonment remedies set forth above, the Board of Commissioners 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.

D. Abatement by Township and recovery of costs. In addition, if the owner or person in control of any dangerous premises, or act or condition constituting a public nuisance or violation of this chapter, fails to respond to a notice of violation directing the removal or abatement of the public nuisance or correction of the violation within the time limit prescribed by the notice, or fails to appeal to the Nuisance Appeal Board, or fails to comply with the determination of the appeal made by the Nuisance Appeal Board, the enforcement officer and/or the Board of Commissioners shall be empowered to cause such work of abatement to be commenced and/or completed by the Township, and the cost and expense thereof with a penalty of 10%, plus expenses, Constable, attorney, engineering and

consulting fees and interest, shall be collected from the owner of such premises, in the manner provided by law.

§ 260-11. 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 public nuisance under the terms of this Chapter. Any liability or damages resulting from activities or conditions constituting a public nuisance are the sole responsibility of the owner of the property, or the person or persons responsible for said activity or condition. The failure to enforce the terms of this Chapter shall not constitute a cause of action against Pocono Township or its agents, officials or representatives.

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

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

ENACTED AND ORDAINED this _____ day of _____ 2024.

ATTEST:

**TOWNSHIP OF POCONO,
MONROE COUNTY**

Jerrod Belvin
Township Manager

Richard Wielebinski
President, Board of Commissioners



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: July 30, 2024

Following is a report of the Zoning Office's activity from July 9th to July 30th:

Permits Issued: 41

Zoning Permits: 13

Commercial – 3
Residential – 10

New Construction: 0

Commercial – 0
Residential – 0

Building Permits: 7

Commercial – 1
Residential – 6

Certificate of Occupancy – 13

Driveway – 0

TDU License – 3

Enforcement Actions:

- July 16, 2024 – 2235 Lake Drive – Establishing a TDU in the R-1 Zoning District. The property owner has since contacted the Zoning Office and has provided evidence that all tenants occupy the dwelling for periods greater than thirty (30) days. The violation is closed at this time.
- July 16, 2024 – 2975 Bartonsville Avenue (Wine Press Inn) – A UCC Unsafe Structure Violation. The property owner has since contacted the Zoning and Building Code Office and informed us that all structures on the property have been secured from entry. A follow-up inspection completed by our office confirmed that the requirements outlined in the Notice were satisfactorily completed. The violation is closed at this time.
- July 16, 2024 – 126 Matterhorn Lane – Establishing a TDU in the R-1 Zoning District.
- July 18, 2024 – 1940 Route 611 (Spirit of Swiftwater) – Initiating site work on the subject property without first complying with the SALDO Ordinance in violation of Section 470-132 of the Township Zoning Ordinance. A stop work order was also posted on this property. The property owner has been authorized to continue with the site work outlined in the Corrective Action Plan prepared by Salvatore J. Caiazzo, P.E. However, this authorization does not mean that the Notice of Violation (NOV) issued to the property owner has been resolved.
- July 19, 2024 – 2206 Light Court – A letter was sent to the property owner regarding the violation of Chapter 129 of the Township Code of Ordinances for burning without a permit and for burning prohibited materials.
- July 19, 2024 – 2206 Light Court – A grading NOV was issued to the property owner for excavating, grading, and/or re-grading the ground surface of the property without first obtaining a grading permit. The MCCD conducted a site inspection of the property and did not find any violations on the property and stated that the site disturbance was limited to 0.03 acres. Violation is closed at this time.

- July 22, 2024 – 1940 Route 611 (Spirit of Swiftwater) – A grading NOV was issued to the property owner for modifying, grading, excavating, etc. on the subject property without first obtaining a grading permit from the Township. The property owner has since contacted the Zoning Office and requested to retract the Grading Plan Application and fee submitted to the Township, preferring instead to pursue a Developer's Agreement.
- July 24, 2024 – 1516 Shady Lane – The Zoning Office received complaints about loud machinery on the property and conducted an inspection. During the inspection, it appeared that minimal sitework had been done, prompting a letter to be sent to the property owner. The property owner has since informed the Zoning Office that they were only jackhammering two large boulders on the property and that no other work was completed. Shawn McGlynn will be following up with the owner.
- July 24, 2024 – 253 Maple Loop – Construction of a residential deck addition, above-ground pool, and various accessory structures without first obtaining permits. Additionally, it appears that none of the structures constructed comply with the setback requirements outlined in the Township Zoning Ordinance.
- July 25, 2024 – 143 Lower Swiftwater Road – A letter was sent to the property owner for permitting the accumulation of municipal waste on the subject property in violation of the property maintenance ordinance.
- July 29, 2024 – 154 Ruby Lane – Failure to exercise suitable control over the animals on the subject property in violation of the Kennel Regulations outlined in the Township Zoning Ordinance.
- July 29, 2024 – 5302 Birchwood Drive – A grading Notice of Violation was issued to the property owner for excavating, grading, and re-grading on the property without first obtaining a grading permit from the Township. A stop work order was also posted on the property. The property owner has since contacted the Zoning Office and obtained a grading permit application and packet, but nothing has been submitted yet.

Closed Violations:

- 3470 Route 715 – Non-Traffic Citations – Failure to notify the building code official that work was ready for inspections in violation of §403.64(b) of the PA UCC and occupying a building without a certificate of occupancy in violation of §403.65(a) of the PA UCC. Five (5) non-traffic citations were filed. The property owner has since paid the \$5,000.00 in non-traffic citations and obtained their occupancy certificate.
- 171 Eagle Pass – Establishing a TDU in the R-1 Zoning District. All listings of the property on Airbnb and VRBO appear to have been removed. No additional complaints have been received from neighboring property owners, and the house is currently for sale.
- 359 Bog Road – Establishing a TDU without first obtaining a zoning permit and TDU License. The property owner has removed all property listings and is currently working on retroactively obtaining building permits for the creation of additional bedrooms.
- 105 Aspen Drive – Creation of a second driveway access onto a Township Road. The second access point has been removed, and grass has been planted in its place.

Previously Discussed Properties:

- June 29, 2024 – 175 Laurel Lake Road – Enforcement Notice – A UCC Order to Show Cause was issued to the owners of the above-referenced property for nine (9) alleged building code violations. The property owner has since contacted the Building Code Official, expressing willingness to conduct an inspection of the home. They have been instructed to contact our office to arrange a date and time for the inspection as soon as possible.
- 440 Cherry Lane Road – The property owner has contacted the Zoning Office to inform us that they are closing on a property in mid-July and hope to resolve the violation before the August 5th hearing date.
- 159 Eagle Pass – Installation of a residential accessory structure, shed, without first obtaining zoning permits. The property owner has since submitted a zoning permit application for the shed. However, it does not appear to meet the setback requirements outlined in the Zoning Ordinance.
- 1127 Sky View Drive – Construction of various additions and accessory structures on the property without first obtaining permits. The property owner has since contacted the Zoning Office and is in the process of submitting all necessary documents to retroactively obtain the required permits.

Upcoming Civil Hearings:

- 145 Marcelle Terrace – Construction of various accessory structures, interior alterations, and operating a TDU in a Zoning District in which it is not permitted. A default judgment of \$12,212.75 was entered in the case. A representative of the property owner has since contacted the Zoning Office and stated that they will be appealing the judgment.
- 690 Cranberry Road – Initiating construction activity on the subject property without first obtaining permits. The property owner was unable to be served, so a Constable will have to serve the Notice to them.
- 440 Cherry Lane Road – The property owner has cleared all equipment from the property where a contractor's yard was previously established. However, the large parking area that was created remains. They will need to restore part of that area to lawn or another form of vegetative cover before the civil complaint can be withdrawn. The Zoning Office has requested a 30-day extension to allow the property owner time to fully address the violation.
- 233 Buck Fever Trail (PMCCCI) – Constructing a second-story addition on top of an existing manufactured home. A hearing date has yet to be determined.

Upcoming Public Hearings:

- **Camp Lindenmere** – A variance request seeking relief from the building height limitations outlined in the Zoning Ordinance. This hearing has been scheduled for August 6, 2024, at 5:00 PM.
- **127 Crescent Lake Road** – A variance request seeking relief from the setback requirements outlined in the Zoning Ordinance. This hearing has been scheduled for August 13, 2024, at 5:00 PM.

Buildings KNOX

BOXES

Definitions.

1. A Knox Box® shall be defined as a small safe/box, manufactured by the Knox Co., and mounted on an exterior wall of a building which holds building keys which fire departments can retrieve in emergencies in order to access building interiors.
2. The terms "commercial," "industrial," "occupancy permit" and "building permit" shall be defined as stated in the Township's Zoning Ordinance.^[1]

[1] *Editor's Note: See Ch.470, Zoning.*

Knox Box Required for Commercial and/or Industrial Buildings.

All new commercial and/or industrial buildings shall have installed a Knox Box®, of a type and size approved by the Pocono Township Volunteer Fire Company ("Chief") servicing the Township of Pocono ("Township"), in a location specified by the Chief prior to the issuance of a permit to occupy.

Knox Box Required for Existing Commercial and/or Industrial Buildings with Improvements.

All existing commercial and/or industrial buildings constructing improvements that require Township approval shall have installed a Knox Box®, of a type and size approved by the Chief, in a location specified by the Chief prior to the issuance of a building permit.

Knox Box Required for Existing Commercial and/or Industrial Buildings.

All existing commercial and/or industrial buildings equipped with automatic fire detection and/or suppression systems shall have installed a Knox Box® as defined herein and, of a type and size approved by the Chief, in a location specified by the Chief within twelve months of the effective date of this Part and after written notice from the Township to install such Knox Box® and place the appropriate keys.

Knox Box Required for Multifamily Residential Structures.

All multifamily residential structures, either existing or new construction, that have restricted access through locked doors and have a common corridor for access to the living units shall have installed a Knox Box® as defined herein and, of a type and size approved by the Chief, in a location specified by the Chief within six months of the effective date of this Part, or for existing structures upon written notice from the Township to install such Knox Box® and place the appropriate keys. Newly constructed structures under this section shall not be granted an occupancy permit without compliance with this section.

Knox Box Contents.

All Knox Boxes® shall contain three sets of labeled keys, easily identified in the field to provide access into the structure and/or building, and to any locked areas within the building as the Chief may direct. Sets of keys, in addition to access keys, shall include keys for alarm panels, pull stations, and elevators.

Locked Gates or Driveways.

Any locked gates or driveways which allow access to a commercial and/or industrial building are required to place a perimeter access lock as produced by Knox on the said access points to allow immediate emergency access to the commercial property. All locks are to be approved by the Chief.

Penalties.

Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues shall constitute a separate offense.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-____

A RESOLUTION AMENDING THE TOWNSHIP FEE SCHEDULE FOR SUBDIVISION, LAND DEVELOPMENT, ZONING AND ZONING HEARING BOARD FEES, AND OTHER MISCELLANEOUS APPLICATIONS AND PERMITTING FEES, REPEALING AND REPLACING ALL PRIOR FEE RESOLUTIONS.

WHEREAS, the Board of Commissioners of Pocono Township desires to establish administrative fees, inspection fees and required escrows accounts in order to reimburse the Township for its costs in administering and enforcing its Subdivision and Land Development Ordinance, Zoning Ordinance, building codes and other chapters of the Pocono Township Code of Ordinances which requires inspections, reviews and approval processes related to permits and other land development activities; and

WHEREAS, on January 17, 2022, the Board of Commissioners of Pocono Township adopted Resolution No. 2022-04 setting forth a fee schedule for permits, inspections, applications and approvals; and

WHEREAS, the Board of Commissioners of Pocono Township has reviewed the Township's current fee schedule and desires to amend the fees contained therein.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, adopts the 2024 Fee Schedule set forth herein, which fee schedule shall be effective immediately.

All fees set forth in prior Resolutions which are inconsistent to the fees set forth herein are hereby repealed.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono on the ____ day of January, 2024.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Jerrold Belvin
Secretary

By: _____
Richard Wielebinski
President

2024 POCONO TOWNSHIP FEE SCHEDULE

I. SUBDIVISION AND LAND DEVELOPMENT

All Subdivision/Land Development Applications shall require the following:

- An executed contract for Professional Services establishing the Professional Escrow Account.
- A Professional Escrow Account shall be established with the Township at the time of the Initial Plan Application. Township-incurred professional fees shall be billed in accordance with the attached professional fees schedule.
- When the balance of a Professional Escrow Account falls below 50% of the original amount, the applicant must replenish the account back to the original Escrow amount.

A. Formal Sketch Plan Review (Not Required)

1) Lot Line Adjustment/Minor Subdivision

| | |
|-----------------------------|------------|
| Application Fee | \$300.00 |
| Professional Escrow Account | \$2,000.00 |

2) Major Subdivision/Land Development Plan

| | |
|-----------------------------|------------|
| Application Fee | \$500.00 |
| Professional Escrow Account | \$2,000.00 |

B. Preliminary/Final Plan Submission (Required)

Application fee not required if already paid for sketch plan review.

1) Lot Line Adjustment/Consolidation

| | |
|-----------------------------|------------|
| Application Fee | \$300.00 |
| Professional Escrow Account | |
| (2 Lots) | \$2,500.00 |
| (3+ Lots) | \$4,000.00 |

2) Residential Minor Subdivision/Land Development

| | |
|-----------------------------|------------|
| Application Fee | \$500.00 |
| Professional Escrow Account | \$4,000.00 |

3) Residential Major Subdivision/Land Development (Preliminary or Final)

| | Application Fee | Escrow Amount |
|-----------------------|-----------------|---------------|
| 10 or less Lots/Units | \$2,000.00 | \$10,000.00 |
| 11-30 Lots/Units | | \$15,000.00 |
| 31-99 Lots/Units | | \$20,000.00 |
| >99 Lots/Units | | \$25,000.00 |

4) Non-Residential Land Development (Preliminary or Final)

| | Application Fee | Escrow Amount |
|-----------------------------|-----------------|---------------|
| 2 Acres or Less | \$2,000.00 | \$10,000.00 |
| >2 to 10 Acres | | \$15,000.00 |
| >10 to 50 Acres | | \$20,000.00 |
| >50 Acres | | \$25,000.00 |
| Regional Impact Development | | \$30,000.00 |

C. Plan Resubmission Fee 50% of Initial Fee

D. Act 537 Sewage Planning Processing (not including professional Fees)

- | | | |
|----|--|----------|
| 1. | Qualified Exemptions as determined by PA DEP | \$250.00 |
| 2. | Component 2 Sewage Planning | \$300.00 |
| 3. | Component 3 Sewage Planning | \$400.00 |

E. Joinder Deed (Lot Consolidation) – Plus B1 \$500.00

II. ZONING FEES

A. Non-Residential

1) New Construction & Additions

Application Base Fee \$200.00
 Plus \$0.25 per sq./ft. up to 50,000 sq./ft. & \$0.10 per sq./ft. > 50,000 sq. ft.

2) Tenant Fit Out/Use Permit \$100.00

B. Residential

Minimum Permit Fee \$70.00

- | | |
|---|-------------------------|
| 1) New Construction | \$0.15/sq.ft. + \$50.00 |
| 2) Accessory Structure (garage/shed/etc.) | \$0.15/sq.ft. + \$50.00 |
| 3) Mobile Home | \$200.00 |
| 4) Above Ground Pool | \$70.00 |
| 5) In Ground Pool | \$100.00 |
| 6) Fence | \$70.00 |

C. Certificates of Occupancy

- | | |
|--|---------|
| 1) Non-Residential and Residential over 200 sq. ft. | \$50.00 |
| 2) Accessory Structures under 200 sq. ft. | \$25.00 |
| 3) Each additional inspection after initial inspection | \$50.00 |

D. Certificate of Non-Conformity \$200.00

| | |
|--------------------------|------------|
| F. Timber Harvest Permit | |
| Application Fee | \$100.00 |
| Professional Escrow | \$1,000.00 |

| | |
|-------------------------|------------------|
| G. Zoning Determination | |
| 1) Residential | \$75.00 |
| 2) Commercial | \$75.00 per hour |

III. SIGNS

| | |
|----------------------------|--|
| 1) Signs up to 100 sq./ft. | \$100.00 |
| 2) Signs >100 sq./ft. | \$100.00 |
| | Plus \$1.00 per sq./ft. over 100 sq./ft. |
| 3) Sign Plaza | \$125.00 |
| | Plus \$75.00 per individual sign |

IV. STORMWATER MANAGEMENT & GRADING PERMITS

| | |
|-----------------------------|------------|
| Application Fee | \$500.00 |
| Professional Escrow Account | \$3,000.00 |

V. PUBLIC HEARING FEES

| | |
|---|-------------------------------------|
| A. Zoning Hearing Board | |
| 1) Applications & Appeals | \$1,000.00 |
| | Plus cost of required transcription |
| 2) Continuance Request by Applicant | \$25.00 |
| | Plus cost of required transcription |
| 3) Special Exception | \$1,000.00 |
| | Plus \$75.00 per individual sign |
| B. UCC Appeals Board | |
| 1) Applications & Appeals | \$1,000.00 |
| | Plus cost of required transcription |
| C. Board of Commissioners | |
| 1) Conditional Use | \$1,000.00 |
| | Plus cost of required transcription |
| 2) Rezoning or Zoning Ordinance Amendment | \$1,000.00 |
| 3) Curative Amendment | \$1,000.00 |
| 4) Liquor License Transfer Hearing | \$1,000.00 |
| 5) Planned Residential Development | \$1,000.00 |
| 6) Local Agency Appeal | \$1,000.00 |

A Professional Services Escrow may be required for reviews associated with a hearing before the Board of Commissioners.

VI. RESIDENTIAL BUILDING CODE FEES

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

VII. OTHER THAN RESIDENTIAL BUILDING CODE FEES

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

VIII. POLICE DEPARTMENT REPORTS/FEES

| | |
|----------------------------|------------------------------------|
| A. Incident Report | \$15.00 |
| | Plus \$0.25 per page over 60 pages |
| B. Traffic Accident Report | \$15.00 |
| C. Alarm Permit Fee | \$15.00 |

IX. ON LOT SEPTIC

| | |
|--|----------|
| A. Septic Tank Abandonment | \$125.00 |
| B. Test Pit Inspection (per pit) | \$100.00 |
| C. Percolation Test | \$100.00 |
| D. Subdivision/Land Development Sewage Planning | |
| 1) Whole Day – Probes and/or Percs | \$600.00 |
| 2) Half Day – Probes and/or Percs | \$300.00 |
| E. On-Lot Sewage Permit | |
| 1) Residential – Regular On-Lot System | \$500.00 |
| 2) Commercial – Regular On-Lot System | \$675.00 |
| 3) Residential/Commercial – IRSIS System | \$850.00 |
| 4) Residential/Commercial – Peat Option One System | \$850.00 |
| 5) Residential/Commercial – Drip System | \$850.00 |
| F. Additional Design Review (per review) | \$50.00 |
| G. Re-Inspections (per trip) | \$50.00 |

X. PUBLIC SEWER FEES

| | |
|--|-----------------------|
| A. EDU User Fee (247 gallons/day) | \$85.54/EDU per month |
| B. Tapping Fees | \$3,750.00 per EDU |
| <i>One-time, per-EDU fee paid at time of connection.</i> | |

C. Sewer Late Fees

- 1) A Late Fee will be applied for non-payment of an invoice fifteen (15) days following the due date. The late fee will be in addition to other invoiced amounts.
- 2) The Late Fee shall be in the amount of ten percent (10%) of the monthly invoice amount.
- 3) Interest shall continue to accrue on all unpaid balances.

XI. OTHER FEES

A. Fees in Lieu of Open Space

- | | |
|---|------------|
| 1) Residential – Per Dwelling Unit | \$1,400.00 |
| 2) Commercial/Industrial – Per Acre Developed | \$1,400.00 |

B. Road

- | | |
|-----------------|----------|
| 1) Driveway | \$100.00 |
| 2) Paving | \$50.00 |
| 3) Road Opening | \$100.00 |

C. Well Permit

\$100.00

D. Home Occupation Permit

\$70.00

E. Checks Returned for Insufficient Funds

\$50.00

F. Publications

- | | |
|---|---------|
| 1) Zoning Ordinance | \$30.00 |
| 2) Zoning Map | \$3.00 |
| 3) Subdivision & Land Development Ordinance | \$65.00 |

G. Copies

\$10.00/sheet for plot plans
 \$0.25/sheet for black & white
 \$0.50/sheet for color

H. Fireworks Display (plus required bond)

\$100.00

I. Use of Equipment by Neighboring Municipalities

Cost plus 10%

J. Peddling & Soliciting

\$100.00

K. Transient Dwelling Unit License – Annual
Due by November 1 of each year

\$500.00

EXHIBIT "A"
POCONO TOWNSHIP
RESIDENTIAL BUILDING CODE FEE SCHEDULE
Permits Issued Under the 2015 IRC
(Rev. January 2022)

BUILDING PERMITS

New Construction and Additions

- \$50.00 plus \$0.19 per square foot of GFA*
* GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

Alterations and Repairs

- 1.5% of total construction cost (signed contract required) subject to the review and approval of the Building Code Official (BCO).

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Commonwealth of Pennsylvania Education Fee

- \$4.50

Minimum Fee

- \$120.00

MECHANICAL PERMIT AND PLUMBING PERMIT

New Construction and Additions

- \$9.00 per fixture or appliance*
*An appliance and fixture includes, but is not limited to: sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains,

dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance*
- *An appliance or fixture include, but are not limited to: boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus \$8.00 per device
Mechanical: \$30.00 plus \$20.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

ENERGY CODE

For all residential buildings with conditioned space: .02 per square foot of GFA

ELECTRICAL PERMIT

Service and Feeders

- | | |
|-----------------------------|---------------------|
| • 200 amp or less | \$52.00 |
| • 201 AMP to 400 amp | \$80.00 |
| • Over 400 amp | \$20.00 per 100 amp |
| • Sub-feeders or sub-panels | 25% of above fees |
| • Over 600 volts | 200% of above fees |

Residential Inspections (2 trip maximum)

- | | |
|---------------------------------------|----------|
| • 100 amp service and max 100 devices | \$90.00 |
| • 200 amp service and max 200 devices | \$120.00 |

Modular and mobile homes (1 trip)

- | | |
|----------------------|---------|
| • Service and feeder | \$65.00 |
|----------------------|---------|

Rough Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Finish Wiring (all switches, receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.

- Less than 1/3 hp, kw, kva use finish wiring fee
- Over 1/3 hp, kw, kva
 - 1/3 to 1.0 \$15.00
 - to 5.0 \$20.00
 - 5.1 to 10.0 \$25.00
 - 10.1 to 30.0 \$30.00
 - 30.1 to 50.0 \$35.00
 - 50.1 to 100.0 \$40.00
- Over 100.1 (per hp, kw, kva) \$1.00
- Over 600 (per hp, kw, kva) \$2.00

Signaling, communication and alarm systems

- 1 to 10 devices \$75.00
- Each additional device \$2.00

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

MISCELLANEOUS RESIDENTIAL PERMITS

Swimming pools and outdoor whirlpools

- Building sub-code plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Demolition

- \$120.00

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

EXHIBIT "B"

POCONO TOWNSHIP
OTHER THAN RESIDENTIAL BUILDING CODE FEE SCHEDULE
Permits issued under the 2015 IBC
(Rev. January 2022)

PLAN REVIEW

- 0.0013 of the estimated value* for structures up to \$3,000,000.00.
- \$3,900.00 plus 0.0005 of the estimated value* for structures between \$3,000,000.00 and \$6,000,000.00.
- \$5,400.00 plus 0.0004 of the estimated value* for structures over \$6,000,000.00.
- Mechanical Plan review fee is 25% of the Building Plan review fee.
- Plumbing Plan review fee is 25% of the Building Plan review fee.
- Electrical Plan review fee is 25% of the Building Plan review fee.
- Administrative fee is 20% of overall Plan Review Fee
- Minimum fee is \$250.00
- *Estimated value will be taken from the building valuation tables found at www.iccsafe.org/cs/techservices at the time the application for a permit is filed.

BUILDING PERMIT

New Construction and Additions

- \$60.00 plus \$0.27 per square foot of GFA*
* GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

Alterations and Repairs

- \$50.00 plus 0.015 of total construction cost (signed contract required, subject to the review and approval of the Building Code Official (BCO)), for projects up to \$500,000.00.
- \$7,500.00 plus 0.0125 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), between \$500,000.00 and \$1,000,000.00.

- \$13,750.00 plus 0.010 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), over \$1,000,000.00..

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

Commonwealth of Pennsylvania Education Fee

- \$4.50

MECHANICAL PERMIT AND PLUMBING PERMIT

New Construction and Additions

- \$10.00 per fixture or appliance*
*An appliance and fixture includes, but is not limited to: sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains, dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance*
*An appliance and fixture includes, but is not limited to: boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus 10.00 per device
- Mechanical: \$30.00 plus \$25.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the BCO).

Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

Fire protection systems

- \$40.00 plus \$0.25 per sprinkler head for sprinkler systems
- \$80.00 for each standpipe
- \$100.00 for wet/dry/carbon dioxide extinguisher systems up to 100 pounds
- \$100.00 plus \$0.75 per pound for wet/dry/carbon dioxide extinguisher systems over 100 pounds
- \$150.00 per system (hood, duct and suppression) for commercial cooking systems

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

ELECTRICAL PERMIT**Service and Feeders**

- | | |
|-----------------------------|---------------------|
| • 200 amp or less | \$50.00 |
| • 201 AMP to 400 amp | \$80.00 |
| • Over 400 amp | \$20.00 per 100 amp |
| • Sub-feeders or sub-panels | 1/4 of above fees |
| • Over 600 volts | double above fees |

Residential Inspections (2 trip maximum)

- | | |
|---------------------------------------|----------|
| • 100 amp service and max 100 devices | \$90.00 |
| • 200 amp service and max 200 devices | \$120.00 |

Modular and mobile homes (1 trip)

- | | |
|----------------------|---------|
| • Service and feeder | \$85.00 |
|----------------------|---------|

Minor alterations

- | | |
|------------------|---------|
| • Max 15 devices | \$60.00 |
|------------------|---------|

Rough Wiring (All switches receptacles and lighting outlets)

- | | |
|-----------------------------------|---------|
| • 1 to 25 above max | \$25.00 |
| • Each additional 10 above the 25 | \$5.00 |

Finish Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.

- Less than 1/3 hp, kw, kva Use Finish Wiring Fee
- Over 1/3 hp, kw, kva
 - 1/3 to 1.0 \$15.00
 - to 5.0 \$20.00
 - 5.1 to 10.0 \$25.00
 - 10.1 to 30.0 \$30.00
 - 30.1 to 50.0 \$35.00
 - 50.1 to 100.0 \$40.00
- Over 100.1 (per hp, kw, kva) \$1.00
- Over 600 (per hp, kw, kva) \$2.00

Signaling, communication and alarm systems

- 1 to 10 devices \$75.00
- Each additional device \$2.00

Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Electrical Permit Fee and all re-inspection fees

MISCELLANEOUS OTHER THAN RESIDENTIAL PERMITS**Swimming pools and outdoor whirlpools**

- All applicable sub-codes plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Demolition

- \$0.01 per square foot
- Minimum fee: \$100.00

Signs with utilities

- \$50.00 plus \$2.00 per square foot

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for any permit.

Administrative fee

- 20% of Permit Fee and all re-inspection fees