

**Mount Pocono Borough Council
Work Session Agenda
Tuesday, April 19, 2022 | 6:30pm**

Call To Order

Roll Call:

_____ Norman DeLano, _____ Ann Marie Harris, _____ Aida Montanez, _____ Lori Noonan,
_____ Ella Santiago, _____ Don Struckle, _____ Claudette Williams _____ Mayor Altemose

Pledge of Allegiance

Public Comment (agenda items only):

Part-time Parks and Recreation Maintenance Worker

SR 611 and Pine Hill Signal

- Timothy Kramer, Pennoni
- Dennis Noonan, Pocono Mountain Economic Development Corp

Property and Casualty Insurance Renewal

Quotes for Floor Restoration

Quotes for Window Blinds

MPMA Land Development Plan and Permits

Letter of Interest from Francis O'Boyle for Zoning Hearing Board

Building Code Enforcement and Inspection - update

Depositing Yard Waste on Borough Property at Laurel Lane

Renewal of Signal Service Agreement

Quality of Life Ordinance

Chicken Ordinance

Reminders:

- ✓ **Street Sweeping** – April 18, 19, 20
- ✓ **Joe Battisto Cleanup (Pick up the Poconos)** – Saturday, April 23 at 8am at Borough Pavilion
- ✓ **Leaf Pick Up** – Wednesday, April 27
- ✓ **2022 Municipal Electronic Collection Event** – Postponed
- ✓ **Community Yard Sale Dates** – May 20-22; June 24-26; August 26-28

Public Comment

Adjournment

Motion: Time:

Job description

Mount Pocono Borough is looking to hire a part-time maintenance worker to take care of the Borough building and grounds. Duties include cutting grass, weed wacking, blowing leaves, trimming trees and hedges, and light building maintenance. Seasonal position with potential to turn into permanent full time.

Pay: \$15/hour for 20 hours/week. No benefits. Must have a valid driver's license with a good driving record. Must be able to work outside for long periods of time and work in some inclement weather. Must have at least a high-school diploma.

Being reliable with a keen eye for detail is the first step to getting this job. The ideal candidate will have experience using a lawnmower and other landscaping equipment.

Job Types: Part-time, Temporary

Pay: From \$15.00 per hour

Majority of Items and quantities obtained from 2015 TPD Cost Estimate based on 95% HOP plans
 Quantities were increased to extend a roadway through the Bailey's Restaurant site to the rear of the property.

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
EXCAVATION ITEMS				
CLASS 1B EXCAVATION	CY	850	\$39.00	\$33,150.00
SUBTOTAL EXCAVATION ITEMS				\$33,150.00
PAVEMENT ITEMS				
SUPERPAVE WEARING COURSE 1.5" DEPTH	SY	9,142	\$10.00	\$91,420.00
SUPERPAVE WEARING (SCRATCH) COURSE 0.75" DEPTH	TONS	80	\$150.00	\$12,000.00
SUPERPAVE BINDER COURSE 2.5" DEPTH	SY	4,669	\$14.00	\$65,366.00
SUPERPAVE BASE COURSE 4" DEPTH	SY	4,669	\$25.00	\$116,725.00
SUBBASE 6" (NO. 2A)	SY	4,669	\$14.00	\$65,366.00
MILLING OF BITUMINOUS PAVEMENT SURFACE 1 1/2" DEPTH	SY	4,475	\$3.50	\$15,662.50
SELECT BASE REPAIR (APPROX. 10% OF MILL & OVERLAY AREA)	LS	1	\$22,500.00	\$22,500.00
BITUMINOUS TACT COAT	SY	10,663	\$0.50	\$5,331.50
SUBTOTAL PAVEMENT ITEMS				\$394,371.00
CURBING ITEMS				
PLAIN CEMENT CONCRETE CURB	LF	1,900	\$51.00	\$96,900.00
CONCRETE MOUNTABLE CURB	LF	1,206	\$53.00	\$63,918.00
CONCRETE SIDEWALK FOR CURB RAMP	SY	50	\$166.00	\$8,300.00
DETECTABLE WARNING SURFACE	SF	60	\$60.00	\$3,600.00
SUBTOTAL CURBING ITEMS				\$172,718.00
DRAINAGE ITEMS				
6" PAVEMENT BASE DRAIN	LF	1,984	\$15.00	\$29,760.00
18" REINFORCED CONCRETE PIPE, TYPE A	LF	217	\$130.00	\$28,210.00
TYPE C INLET TOP UNIT	SET	2	\$3,800.00	\$7,600.00
TYPE M INLET TOP UNIT	SET	4	\$3,400.00	\$13,600.00
STANDARD INLET BOX <10'	EA	7	\$3,000.00	\$21,000.00
TYPE 5 INLET BOX	EA	6	\$5,000.00	\$30,000.00
MANHOLE TOP	EA	2	\$1,500.00	\$3,000.00
SUBTOTAL DRAINAGE ITEMS				\$133,170.00
SIGN AND PAVEMENT MARKINGS ITEMS				
POST MOUNTED SIGNS, TYPE B	SF	28	\$75.00	\$2,100.00
4" WHITE WATERBORNE PAVEMENT MARKINGS	LF	500	\$2.00	\$1,000.00
6" WHITE WATERBORNE PAVEMENT MARKINGS	LF	1,947	\$2.00	\$3,894.00
4" YELLOW WATERBORNE PAVEMENT MARKINGS	LF	3,700	\$1.25	\$4,625.00
6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	805	\$4.00	\$3,220.00
24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	320	\$10.00	\$3,200.00
24" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	LF	281	\$10.00	\$2,810.00
HOT THERMOPLASTIC LEGEND "ONLY"	EA	3	\$350.00	\$1,050.00
HOT THERMOPLASTIC LEGEND, LEFT ARROW	EA	2	\$250.00	\$500.00
HOT THERMOPLASTIC LEGEND, RIGHT ARROW	EA	1	\$300.00	\$300.00
HOT THERMOPLASTIC LEGEND, MERGE ARROW	EA	2	\$600.00	\$1,200.00
SUBTOTAL SIGN AND PAVEMENT MARKING ITEMS				\$23,899.00
MISCELLANEOUS CONSTRUCTION ITEMS				
SIGNALIZATION	LS	1	\$275,000.00	\$275,000.00
MISCELLANEOUS CONSTRUCTION ITEMS				\$275,000.00
SUBTOTAL PAY ITEMS				\$1,032,308.00
OTHER ITEMS				
ENGINEERING - CONFIRMED BY TPD	LS	1	\$34,000.00	\$34,000.00
UTILITY RELOCATION (Estimated, not a quote from utility company)	LS	6	\$12,000.00	\$72,000.00
CONSTRUCTION INSPECTION/MANAGEMENT (10%)	LS	1	\$103,230.80	\$103,230.80
MOBILIZATION (4%)	LS	1	\$41,292.32	\$41,292.32
MAINTENANCE AND PROTECTION OF TRAFFIC (10%)	LS	1	\$103,230.80	\$103,230.80
CONSTRUCTION SURVEY & STAKEOUT (3%)	LS	1	\$30,969.24	\$30,969.24
EROSION AND SEDIMENTATION CONTROL (3%)	LS	1	\$30,969.24	\$30,969.24
SUBTOTAL OTHER ITEMS				\$415,692.40
TOTAL: PAY ITEMS + OTHER ITEMS				\$1,448,000.40
CONTINGENCY (20% FOR FINAL)				\$289,600.08
TOTAL ESTIMATE FOR PERMITTING, CONSTRUCTION, & INSPECTION				\$1,737,600.48
LOT 28 PROPOSED CONTRIBUTION AMOUNT (Assumes \$250,000 from signal in Coolbaugh Twp at Market Way)				\$488,348.00
LSA GRANT #1 (some spent on engineering and admin)				\$678,395.00
LSA GRANT #2 (rescoped from Shop Rite Turn Lane)				\$205,116.00
ESTIMATED DEFICIT AMOUNT				\$365,741.48

Phone (570) 420-1123 Fax (570) 420-0946

Prev. Deposit	
Deposit	
Balance	\$8968.23

3 / 5 / 2022

Giant Floor and Wall Cov. Co.
1345 Highway 315
Wilkes-Barre, PA. 18702

Pocono Municipal Building
1361 Pocono Blvd.
Mt. Pocono, PA. 18344

Attn: Josh

Josh , sorry it took so long to get back to you. As you might imagine, since COVID , every manufacturer has been plagued by a shortage of help. This estimate is reflective of that fact. I had to wait for quotes to come in and to be revised if necessary.

You should include the following in your budget. (Prices reflect 2022 pricing)
Pricing reflects materials selected.
Prices include take down of existing units as well as installation of new treatments.

12 Graber custom vertical blinds (Vinyl)\$ 9800.00
Or
34 Graber custom faux wood horizontal blinds \$ 12,100.00
2 Custom shades (light filtering, clutch)..... \$ 400.00

If any questions call Stanley 1-570-825-3435

4/2/22

Mount Pocono Borough
1361 Pocono Boulevard, Suite 100
Mount Pocono, Pa. 18344

Attn. Don Struckle, President

Dear Sir:

In my phone conversation with Shirley Lansdowne, Chairperson of the Zoning Hearing Board she express concern about the fact that they only have three members on the Board. If they schedule a hearing and only two show up they cannot have the hearing and it must be rescheduled or a possible loss for the Borough.

She asked if I would consider submitting my request to serve on this Board. I was a member of this Board back in the nineties and I know what responsibilities the Board has. I know that the Board does not meet very often and I would submit my request to be on this Board. If approved I will make every effort to fulfill my position as an active Board member.

Sincerely,

Francis R. O'Boyle

Francis R. O'Boyle
Resident Since 1955

RECEIVED

APR 04 2022

MT. POCONO BOROUGH

CC Shirley Lansdowne

TRAFFIC SIGNAL MAINTENANCE CONTRACT

The undersigned agree to be bound by this contract for the performance of maintenance of the traffic signal(s) as described.

LOCATIONS

Refer to Exhibit A.

PARTIES

The maintenance contractor refers to Signal Service, Inc., the only contractor authorized by this agreement to perform maintenance on the traffic signal system(s) in the municipality. The municipality refers to Mount Pocono Borough.

TERM

The term of this agreement is (2) years, commencing May 1, 2022, but may be extended for additional two-year periods based upon the mutual consent of both parties.

CONTRACT AMOUNT

The yearly contract amount is \$1,700.00, billable and due upon completion of preventive maintenance.. This price does not include any local taxes or permits. Should local taxes or permits be applicable, the municipality will be billed an additional sum for those taxes plus handling charges of ten percent. Refer to Exhibit A for individual location amounts.

DUTIES OF THE MAINTENANCE CONTRACTOR

A. PREVENTIVE MAINTENANCE

Perform annual preventive maintenance at the beginning of each contract year, including:

1. Perform preventive maintenance per Exhibit B.
2. Complete relamping on all signals currently utilizing incandescent light bulbs excluding Optically Programmable Signals.
3. Inspection for proper installation.
4. Inspection to ensure the conformance of the installation to the PennDOT permit and condition diagram.
5. Advise the municipality of the results of the inspections and recommend any corrective action needed.

B. RESPONSE MAINTENANCE

Perform response maintenance when requested as follows:

1. Respond in a timely manner (Emergency service within 4 hours).
2. Perform the work in a safe and accurate manner.
3. Bill the municipality for material at the current contract price; bill labor and equipment at rates shown in Exhibit C.

TRAFFIC SIGNAL MAINTENANCE CONTRACT--Exhibit A

Mount Pocono Borough

INTERSECTIONS	AMOUNT
1. Route 611 / 940 and Route 196	\$425.00
2. Route 940 and Industrial Park	\$425.00
3. Route 940 and Oak / Walmart	\$425.00
4. Route 940 and Lowes	\$425.00
	\$1,700.00

SIGNAL SERVICE, INC.

1020 ANDREW DRIVE
WEST CHESTER, PENNSYLVANIA 19380

(610) 429-8073
FAX: (610) 429-8076

March 15, 2022

Mount Pocono Borough
Attn: Claudette Williams
1361 Pocono Blvd.
Suite 100
Mount Pocono, PA 18344

Re: Traffic Signal Maintenance Contract Renewal

Dear Ms. Williams:

Our records indicate it is time to renew your traffic signal maintenance contract. The contract cost for your preventive maintenance will remain the same as last year unless you have added intersections, flashers or school signals. In addition, there will be no increase in our hourly rates.

We will continue our two-year contract to reduce paperwork and administrative costs. The contract term will be two years but is based upon annual preventive maintenance and yearly invoicing. We will invoice you upon completion of the preventive maintenance each year.

Enclosed you will find our maintenance proposal. I have enclosed two copies of the Acceptance Agreement, one bound and one loose. **Please sign both copies, retain the bound copy for your records and return the other copy to us.**

Your continued support and confidence in our abilities are very much appreciated; thus, we are looking forward to the continuation of our business relationship. As technology advances and the demands of traffic management increase, we are ready to provide solutions to your problems. Please take advantage of our knowledge and expertise.

I can be reached at (610) 429-8073 to talk about your future traffic signal needs or to resolve any issues that may arise. Our goal remains the same, to provide the very best preventive maintenance, emergency service and traffic management solutions that you have come to expect from our organization.

Sincerely,



Ryan S. Brown,
President

RSB/nld

TRAFFIC SIGNAL MAINTENANCE CONTRACT

ACCEPTANCE AGREEMENT

In consideration of the mutual covenants, promises and agreements contained in the maintenance contract dated May 1, 2022 between the two parties referred to as Signal Service, Inc. and Mount Pocono Borough, the parties, hereto, intend to be legally bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective May 1, 2022.

Signal Service, Inc.,

By:

Ryan S. Brown, President

Mount Pocono Borough

By:

Nicole Doney
Witness

Witness

BOROUGH OF MOUNT POCONO

MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. ____ OF 2018

AN ORDINANCE AMENDING CHAPTER XXX OF THE CODE OF THE BOROUGH OF MOUNT POCONO CODE.

It is hereby Ordained by the Borough Council of Borough of Mount Pocono, County of Monroe, Commonwealth of Pennsylvania, that Chapter XXX of the Borough Code of Mount Pocono is amended to read as follows:

Chapter XXX NON-COMMERCIAL KEEPING OF CHICKENS

ARTICLE I General Provisions

§XXX-1. Findings and Intent.
§XXX-2. Responsibility.
§XXX-3. Definitions.
§XXX-4. Fees.
§XXX-5 Forms and Procedures..

ARTICLE II Non-Commercial Backyard Chicken Keeping

§XXX-6. Permits Required.
§XXX-7. Standards and Conditions.
§XXX-8. Disposal of waste material.
§XXX-9. Nuisances.

ARTICLE III Violations, Penalties and Costs

§XXX-10. Compliance.
§XXX-11. Fine.
§XXX-12. Other Remedies.
§XXX-13. Permit Revocation.

ARTICLE IV Miscellaneous Provisions

§XXX-14. Repealer.
§XXX-15. Severability.
§XXX-16. Interpretation.
§XXX-17. Effective Date.

ARTICLE I General Provisions

§XXX-1. Findings and Intent.

The Borough Council finds that there is an increase in this Commonwealth among families desiring to be more self-sufficient in the production of food, including the non-commercial keeping of chickens; that the non-commercial keeping of chickens provides social, economic, educational, and environmental benefits; that many people are unfamiliar with chicken keeping, and as a result do not want these activities in their neighborhoods. By adopting this ordinance, Mount Pocono Borough intends to ensure that the interests of all residents are reasonably protected. In adopting this ordinance, this Borough intends to address the growing interest of keeping food producing animals in residential areas in a manner which ensures to ensure public health, safety and welfare. This Chapter shall be construed to secure its expressed intent.

§XXX-2. Responsibility.

The owner and any tenant in possession under the terms of a lease of the property shall be responsible for compliance with the provisions of this chapter and the failure of an owner, tenant, agent, managing agency, or occupants to comply with this chapter shall be deemed noncompliance by the owner and any tenant.

§XXX-3. Definitions. For the purpose of this Part, certain terms, phrases and words are defined as follows:

A. Tense, Gender and Number. Words used in the present tense include the future; words in the masculine gender include the feminine and the neuter; the singular number includes the plural and the plural singular.

B. General Terms. The words "shall," "will" or "must" are always mandatory; the words "should" or "may" are permissive. The words "used for" includes "designed for," "arranged for," "intended for," "maintained for" or "occupied for." The word "building" includes "structure" and shall be construed as if followed by the phrase "or part thereof." The word "person" includes "individual," "profit or nonprofit organization," "partnership," "company," "incorporated association" or other similar entities.

C. Terms, Phrases and Words Not Defined. When terms, phrases or words are not defined, they shall have their ordinarily accepted meaning or such as the context may imply.

D. Specific Terms. The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise

“Chicken.” Female poultry or fowl of the species gallus domesticus.

“Coop.” A structure, either portable or permanent, to shelter chickens.

“Owner.” The person who owns the land where the keeping is being performed. The owner bears responsibility for any legal action in this ordinance.

“Pen.” A fenced area designed to contain the animal to a restricted area, and prevent animals roaming at large.

“Permit officer.” Official designated to process permit applications and inspect locations to ensure compliance with this ordinance. The Borough Council may appoint one (1) or more persons as Permit Officer(s), who may be the Borough Zoning Officer or Code Enforcement Officer, a Pocono Mountain Regional Police officer, or a contracted individual, firm or agency, to administer this chapter.

“Permittee” The person to whom the permit is issued a permit for keeping.

“Receipt of notice.” The typical time for a letter to arrive by mail. For this ordinance the typical time is three business days from the day the letter was mailed. Notice in person is receipt of notice.

“Rooster.” Male poultry or fowl.

“Veterinarian.” A veterinarian who cares for the specific animal type.

“Waste material.” The natural waste produced by keeping activity, which may include feces, soiled hay or bedding. It does not include the carcass of any animal.

§XXX-4. Fees.

Fees for the administration of this chapter shall be charged in accord with the fee schedule adopted by Resolution of the Borough Council.

§XXX-5. Forms and Procedures.

Registration and application forms and procedures shall be as required by this chapter or as otherwise amended or adopted by Resolution of the Borough Council.

ARTICLE II

Non-Commercial Backyard Chicken Keeping

§XXX-6. Permits Required.

(a) General rule.--Permits for keeping chickens in the Borough shall be issued in accordance with this section. The keeping of any chickens in the Borough without a permit is a violation under this Chapter.

(b) Application.--

(1) An applicant must complete and submit an application provided by the permit officer and pay all fees required hereunder.

- (2) A complete application shall include:
- (i) proof that the applicant is the owner of the land, or that the applicant is a lawful resident of the land and has express written permission from the owner where the activity will take place;
 - (ii) a statement that the location is in compliance with the section XXX-7 requirements;
 - (iii) all fees are paid in full;
 - (iv) a statement that the land contains at least one residential dwelling;
 - (v) a statement that, upon the issuance of a permit hereunder, the proposed permittee and owner irrevocably consent to inspections by the permit officer, with or without notice, conducted in a reasonable manner and at a reasonable time, of the coop, the pen, the permittee's chicken keeping operation, and for compliance with this Chapter;
 - (vi) a statement that, upon the issuance of a permit hereunder, the proposed permittee and owner, agree to rely on the reasonable, good faith judgment of the permit officer as to the existence of noise or odor in violation of this Chapter;
 - (vii) a statement that, upon the issuance of a permit hereunder, the proposed permittee and owner, agree that the permit officer, or the permit officer's designee, shall be empowered to undertake, and permitted to enter the subject property for the purposes thereof, any corrective, abatement, or compliance action which the permittee has been directed to but has failed to undertake under this chapter, and that all of the costs and the expenses of the same shall be the liability of the permittee and owner;
 - (viii) identify the permittee's intended Veterinarian.
- (c) Issuance of permit:
- (1) A permit application will not be approved unless the applicant affirmatively demonstrates that the following conditions are met:
 - (i) the information contained in the application is correct;
 - (ii) the requirements for a permit have been met; and
 - (iii) the proposed location is consistent with section XXX-7.
 - (2) If all conditions are met, the officer shall issue the permit within five (5) business days.
- (d) Suspension, revocation, and non-renewal of permit.--
- (1) The permit officer may suspend, revoke, or decline to renew any permit issued for any of the following reasons:
 - (i) false statements made on the application or other misinformation provided to the permit officer by the applicant;
 - (ii) failure to pay any penalty, inspection, re-inspection, or reinstatement fee required by this section;
 - (iii) failure to correct deficiencies noted during inspections in the time specified by the permit officer;
 - (iv) failure to comply with the provisions of an approved mitigation/remediation plan by the permit officer;
 - or
 - (v) failure to comply with any provision of this ordinance.
- (2) Notification:
- (i) revocation, suspension, denial or nonrenewal of a permit shall be in writing, and delivered (A) by ordinary mail; (B) in person to the address indicated on the application; or (C) presented by hand delivery to the person.
 - (ii) The notification shall state the reasons for the action.
- (e) Effect of revocation.--
- (1) When a permit is revoked, the applicant may not re-apply for a new permit for a period of twelve (12) months from the date of revocation; when a permittee has a permit revoked a second time, the permittee shall not be eligible to re-apply and no permittee on the subject property may receive a permit if the revoked permittee remains a resident of that land.
 - (2) Within 14 days, all chickens shall be removed from the premises.
 - (3) Any premises not in compliance shall be subject to the violations and penalties specified herein.
 - (4) The Owner and Permittee shall be jointly and severally liable to the Borough for all costs incurred to remove, place, and/or dispose of animals, and for the costs of all fees, violations, and penalties hereunder.
- (f) Duration of permit.-- A permit shall be valid for a three (3) year period of time from January 1 of the year in which the permit is issued. Fees shall not be pro-rated.
- (h) Renewal of permit--
- (1) If
 - (i) there are no existing unresolved violations on record for the permittee at the time of renewal;
 - (ii) there are no unpaid fees or costs under this Chapter at the time of renewal; and

(iii) the permit is not suspended or revoked at the time of renewal,
The permit shall be renewed when the renewal fee is paid and the renewal application is submitted.

(2) Renewal applications shall contain all of the statements and provide the same proof required by the original application and shall be submitted by November 15 of the final year of the permit term.

§XXX-7. Standards and Conditions.

(a) General rule.--Chickens shall be permitted in residential zones when in compliance with the provisions of this Chapter.

(b) Non-commercial use.--The keeping of chickens under this ordinance shall not be for commercial purposes. A permittee may not engage in commercial:

- (1) chicken breeding;
- (2) sale of chickens;
- (3) egg producing; or
- (4) fertilizer production.

(c) Type.--

(1) Chickens must be hens.

(2) Roosters may not be kept in residential areas.

(d) Coops.-- Chicken coops are required.

(1) Chicken coops shall:

- (i) Have a solid roof.
- (ii) Be solid on all sides.
- (iii) Have adequate ventilation.
- (iv) Provide protection from predators.
- (v) Be designed to secure the chickens.
- (vi) Be readily accessible for cleaning.

(2) Coops may be either:

- (i) commercially built/designed; or
- (ii) built by the owner or permittee.

(3) Coops must provide three (3) square feet of floor space and nine (9) cubic feet of total enclosed space per chicken.

(4) The exterior of coops must be clean and made of wood or similar material; the coop material shall be painted or stained and maintained in good condition.

(e) Pens.-- Pens are required.

(1) Pens shall permit at least nine (9) square feet of area per chicken.

(2) The pen must be constructed in a way to prevent chickens from roaming free and keep predators from getting into the pen.

(3) The pen must be accessible by the hens from their coop when they are not secured in the coop.

(4) The pen must have a top sufficient to prevent predators from getting into the pen.

(f) Location.--

(1) Pens and coops shall be located in the back or side yard only and at least 25 feet from any street.

(2) No part of a pen or coop shall be closer than 25 feet from an property line or neighboring residence.

(3) The Pen and Coop must not be within or connected to the residence.

(4) Where reasonably practicable, Pens and Coops shall be situated on a property to provide maximum screening from adjacent properties and roadways.

(g) Living conditions.--

(1) Chickens shall have access to feed and clean water at all times.

(2) Feed shall be secured to prevent rodents or other pests from accessing the feed.

(3) Chickens shall have adequate bedding of at least a 3-inch base of dry litter such as pine shavings.

(4) Bedding shall be added weekly and removed and replaced at least monthly, and whenever wet.

(5) Pens and coops shall be cleaned at regular intervals and whenever odor can be detected 20 feet from any part of the pen or coop.

(6) A veterinarian shall be identified by the permittee and used for any necessary medical care.

(7) Chickens shall be banded with band(s) of color(s) approved by the permit officer; band color(s) shall be unique to the applicant.

(h) Disposition of deceased chickens.--Chicken carcasses shall be disposed of in compliance with 3 PA Cons Stat

§ 2352 (2014). No person shall slaughter a chicken in a residential zone.

§XXX-8. Disposal of waste material.

- (a) All waste shall be disposed of in a proper manner as follows:
 - (1) Appropriate waste disposal may be any of the following:
 - (I) Waste is to be double bagged and placed into municipal waste;
 - (ii) Owner or Permittee may compost the waste; or
 - (iii) Permittee may give the waste to another person who composts.
 - (2) When waste is composted, the permittee shall notify any person given the waste that it contains chicken excrement, or notify any person given compost that the compost was made from chicken waste.
 - (3) Non-composted waste shall not be spread on lawns, in gardens, or on the ground.
- (b) Waste may not be disposed of by any other manner, including dumping or washing away.

§XXX-9. Nuisances.

- (a) General rule.--A nuisance may be either:
 - (1) a health hazard; or
 - (2) activity that unreasonably interferes with the use or enjoyment of neighboring property.
 - (3) For the purposes of this Chapter, it shall be a nuisance if a permittee's chicken keeping results in odors detectable on adjacent properties or roadways, or in any noise greater than, or with more frequency than, noises reasonably expected to be encountered in the subject permittee neighborhood.
 - (4) For the purposes of this Chapter, it shall be a nuisance if a permittee's chicken enters a neighboring property or roadway.
- (b) It shall be a violation of this Chapter for an owner and permittee to fail to abate a nuisance within ten (10) days of the issuance of a notice from the permit officer.

ARTICLE III
Violations, Penalties and Costs

§XXX-10. Compliance.

Failure to comply with any provision of this chapter, and/or failure to comply with an order to abate an activity, use and/or condition, shall be a violation of this chapter and subject to criminal prosecution and the revocation of a license.

§XXX-11. Fine.

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 more than one thousand dollars (\$1,000.00) per day of violation, together with the costs of suit including reasonable attorney fees. Each day of violation shall constitute a separate offense, for which a summary conviction may be sought. All judgments, administrative, enforcement, security firm or police response, and other costs, interest, and reasonable attorney fees collected for the violation of this chapter, shall be paid over to the Borough.

§XXX-23. Other Remedies.

The Court of Common Pleas, upon petition, may grant an order of stay, upon cause shown, tolling the per diem fine pending a final adjudication of the violation and judgment. The Borough shall also have the right to seek injunctive relief for violations of this chapter.

§XXX-24. Permit Revocation.

If permittee commits two (2) or more offenses resulting in convictions within one year, the permit may be revoked.

ARTICLE IV
Miscellaneous Provisions

§XXX-25. Repealer.

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

§XXX-26. Severability.

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

§XXX-27. Interpretation.

The object of interpretation and construction of this Ordinance and/or the provisions thereof shall be, if possible, to give effect to all of its provisions. Whenever a provision in this Ordinance shall be in conflict with another provision in the same section or another part of this Ordinance or another Ordinance or part thereof, the two (2) shall be construed, if possible, so that the effect may be given to both.

§XXX-28. Effective Date.

This Ordinance shall become effective upon adoption.