

**Mount Pocono Borough Council
Work Session Agenda
Tuesday, August 16, 2022 | 6:30pm**

Call To Order

Roll Call:

_____ Norman DeLano, _____ Debra Fulton, _____ Ann Marie Harris, _____ Lori Noonan,
_____ Ella Santiago, _____ Donald Struckle, _____ Claudette Williams _____ Mayor Altemose

Pledge of Allegiance

Public Comment (agenda items only):

Consider appointing SFM Consulting to handle Zoning and Code Enforcement

- Shawn McGlynn

Hometown Press Newsletter

- Gregory Cook

MPMA Board Member Candidates

- Alicia Hensel

Pocono Pride Fastpitch

- Indoor Practice Facility

Parks and Recreation

- Dog Park

Tree Ordinance

Revised Fee Schedule to include Chicken Registration Fee

Reminders:

- ✓ **Community Yard Sale Dates** – August 26-28
- ✓ **First Friday** – September 2

Public Comment

Adjournment

SFM Consulting LLC

CONSULTING SERVICES AGREEMENT

This Agreement is made _____, 2022, between SFM Consulting, LLC. (hereinafter "SFM") whose principal business address is 348 Valley Road, Canadensis, PA 18325, and Mount Pocono Borough (hereinafter "Municipality") whose principal business address is 1361 Pocono Boulevard, Suite 100, Mount Pocono, PA 18344.

WHEREAS the Municipality wishes to engage SFM as a consultant and independent contractor to perform the services referenced herein. SFM shall be the sole provider of the referenced services to the community for the full term of this Agreement, and

WHEREAS, the Municipality has taken such action at a public meeting to appoint SFM to engage in the services outlined in this Agreement and has further granted SFM the authority to act as an agent of the Municipality; and

NOW THEREFORE, the parties referenced above hereto agree as follows:

1. Services Provided

(a) SFM agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services"):

- Zoning Officer
- Building Construction Inspection Services.
- Building Plan Review Services.
- Code Enforcement Services.
- Code Legislation Support.
- Expert Testimony.
- Accessibility Plan Reviews/Inspections.

(b) SFM shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed by other parties.

2. Cost of Services

The cost of Services will be charged in accordance with the rate schedule attached hereto as Exhibit "A". SFM reserves the right to amend this rate schedule with sixty (60) days notice. The Municipality shall not be billed for travel time to and from the community.

3. Service Standards

SFM shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, SFM shall perform the Services outlined herein from either an office provided by the Municipality or from its own office. SFM shall, nevertheless, be on-call twenty-four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

4. Payment

Invoices shall be paid upon receipt. Payments shall be mailed to SFM Consulting, LLC, 348 Valley Road, Canadensis, PA 18325. An invoice shall not be considered delinquent for purposes of this Agreement until it is thirty (30) days past due.

5. Termination

Either party may terminate this Agreement at any time (at will of either party) by providing the other with written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the day from which the Notice of Termination is delivered to the other party.

6. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

As to SFM:

SFM Consulting, LLC
348 Valley Road
Canadensis, PA 18325

As to Municipality:

Mount Pocono Borough
1361 Pocono Blvd, Suite 100
Mount Pocono, PA 18344

7. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

8. Agency

- (a) The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint SFM as the Municipality's representative for the Services indicated within this Agreement. Upon appointment of SFM by the Municipality, SFM shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, SFM shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. SFM agrees to perform the Services in accordance with all applicable provisions of the Municipalities Planning Code, the Pennsylvania Uniform Construction Code, any other State or Federal Law applicable to the Municipality.
- (b) As an agent of the Municipality, SFM shall be entitled to use the services of the Municipality's solicitor for proceedings involving litigation before the appropriate Magisterial District Judge or the Court of Common Pleas of Monroe County.

9. Indemnifications

- (a) SFM will indemnify and defend the Municipality, its officers, supervisors, agents, and employees from any and all liabilities of any kind to the extent that they arise from negligent acts or omissions of SFM in its performance of this Agreement. The Municipality will indemnify and defend SFM, its officers, agents, and employees, from

any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of the Municipality in its performance of this Agreement.

- (b) The Municipality shall further defend, indemnify and hold SFM harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection performed by other parties.
- (c) The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Municipality or SFM under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, et seq., its successor statute or any other Federal or state law.

10. Entire Agreement

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

11. Amendment

This Agreement may be modified, amended or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

13. Effective Date

This Agreement shall be effective the date upon which both parties have signed the Agreement.

14. Wavier of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

15. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and the relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Shawn F. McGlynn, Partner/Managing Member
SFM Consulting, LLC

Date _____

Don Struckle, Council President
Mount Pocono Borough

Date _____

EXHIBIT "A"

Cost of Services

Zoning administration..... \$65.00/hour
Code Enforcement Inspections..... \$70.00/inspection
Rental Tenant Transfer/U&O inspections..... \$70.00/inspection

UCC Building Inspection/Plan Review and Permitting

During the calendar year 2022, SFM fees for all services pertaining to plan review, building inspections, data entry, and issuance of certificate of occupancies pursuant to administration of the Uniform Construction Code shall be Seventy percent (70%) of the fee schedule attached to this agreement and adopted by the Municipality.

- -

ROSS TOWNSHIP

Building Permit
Electrical Permit
Zoning Permit

JACKSON TOWNSHIP

Building Permit
Electrical Permit

POCONO TOWNSHIP

Building Permit
Electrical Permit
Zoning Permit
Transient Dwelling Permit

MIDDLE SMITHFIELD
TOWNSHIP

Building Permit
Electrical Permit
Zoning Permit

BOROUGH OF HAWLEY

Building Permit
Electrical Permit
Zoning Permit

PARADISE TOWNSHIP

Zoning Permit

HAMILTON TOWNSHIP

Zoning Permit

ELDRED TOWNSHIP

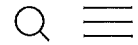
Building Permit
Electrical Permit
Zoning Permit

FORKS TOWNSHIP

Building Permit
Electrical Permit
Zoning Permit

OPT-OUT COMMUNITIES

Building Permit
Electrical Permit



OUR TEAM

Our professional team of inspectors
boasts a combined 65 years of
construction and field inspection
experience.



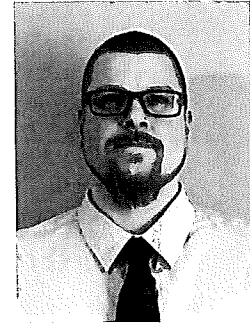
Shawn McGlynn
L&I Certification
#: 003479



Jeffrey Snyder
L&I Certification
#: 006451



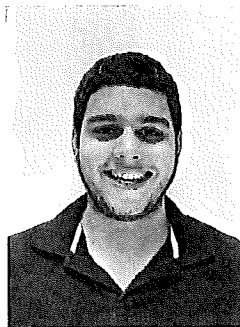
Judith Acosta
L&I Certification
#: 006173



Rich Furs, Jr.
L&I Certification
#: 006984



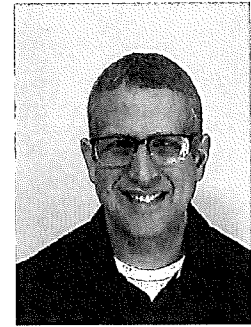
Lori McCrory
Certified Zoning




Gabe Acosta
Certified Zoning



Luis Santos
Certified Zoning



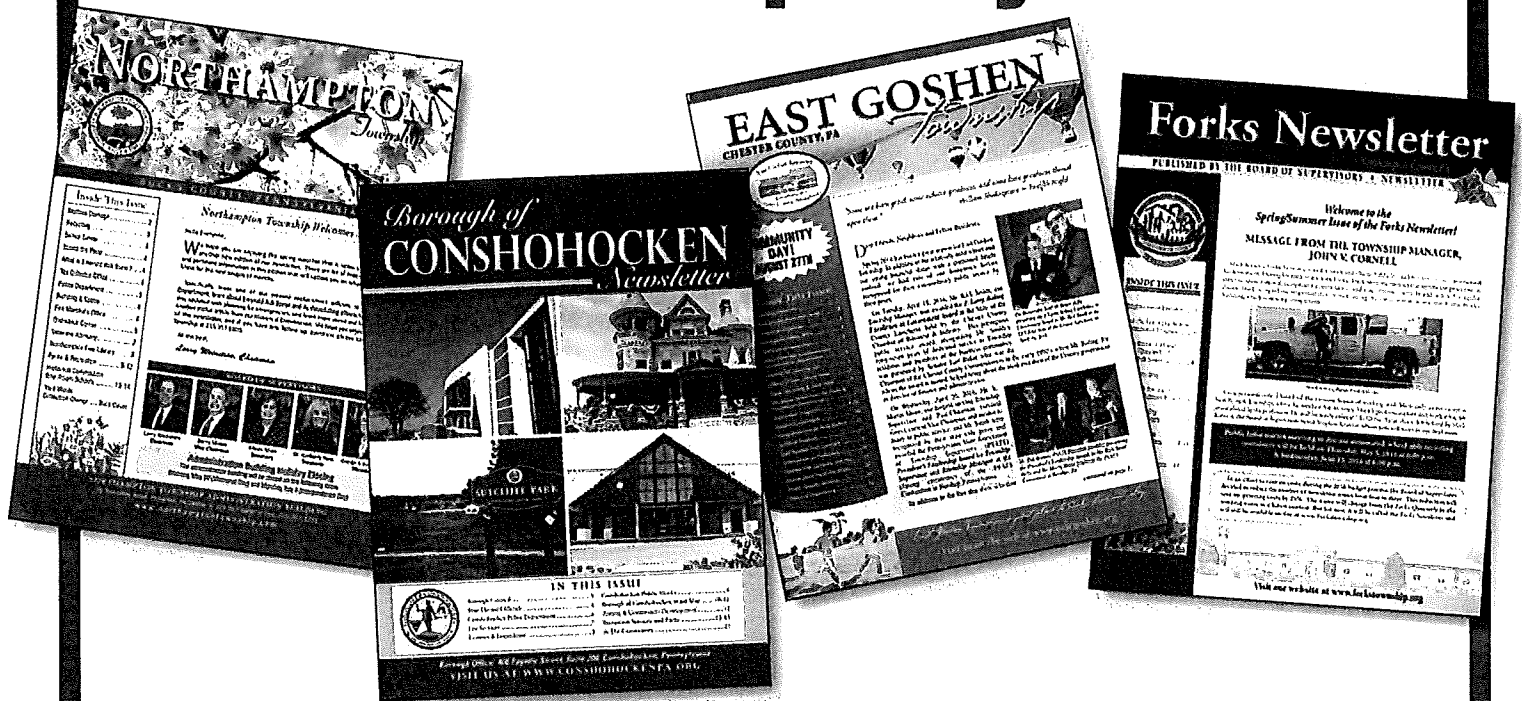
Kevin McCrory
Code

Officer	Officer & Code Enforcement Officer	Officer	Enforcement Officer
			
Tyson Braun BC Associate	Tyler Mitch Zoning and Land Use Researcher	Dylan Keesler Zoning Administrative Assistant	Ian McGlynn Certified Zoning Officer BC Associate
			
Lindsay Scerbo Intern			



- | | | |
|------------------------|--------------------------|-------------------------------|
| DOCUMENTS & SERVICES | INFORMATION & FAQ | ADDITIONAL INFO |
| Permit Applications | Do I Need a Permit? | Contact Us |
| Schedule an Inspection | Do I Need an Inspection? | Agricultural Innovation Grant |
| | | Services in Puerto Rico |
| | | Services in British Columbia |

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RECEIVED

August 5, 2022

AUG 05 2022

Attn: Mount Pocono Borough Council

MT. POCONO BOROUGH

My name is Dan Boccia, I am the President of the Pocono Pride Girls College Prep Softball Organization. We as an organization have provided training to many young ladies in the area over the years, leading many of our graduates to college scholarships. Just this past year 14 ladies received 50% or better scholarship awards towards college with the help of softball and academics.

I am writing this letter in hopes of getting an agreement for a 60 x 100 ft pole barn that we are trying to build on the Oak Street Field of Dreams Complex. Our goal is to put up an indoor workout facility for the young ladies in our area. We will also be running twice-a-year college clinics where these young athletes, both softball and baseball, would be able to work out in front of college coaches for recruitment. We would also like to make this a community center, which would allow local businesses and town functions, (craft shows, bingo, etc.), to use the building to hold their events. This building will have turf flooring, retractable nets for hitting cages, and storage for any field maintenance equipment. I have also spoken to local LL programs and other local sports programs about using the facility to work out.

We are a Non-Profit Organization and are not looking to make money on this building, just enough to cover heat and electricity costs. What we are looking for is an agreement with the Borough that will allow the Pocono Pride to maintain, as Managers of the building, time usage at the building. The Pocono Pride has been working with the Borough for 20 years and has kept up maintenance on the fields out of our own pocket the entire time. We have had the fields redone twice in that time and are the envy of others fields. As far as the building goes, the Pocono Pride will be paying the electricity and heat bills. We only ask for small assistance if it is a Borough run function. Water and restrooms to the park would eventually be handled by the Borough. We will also provide our insurance through the Pocono Pride, but I believe the Borough would also need insurance for any community activities. After we put the building up we acknowledge that ownership of the building belongs to the Borough.

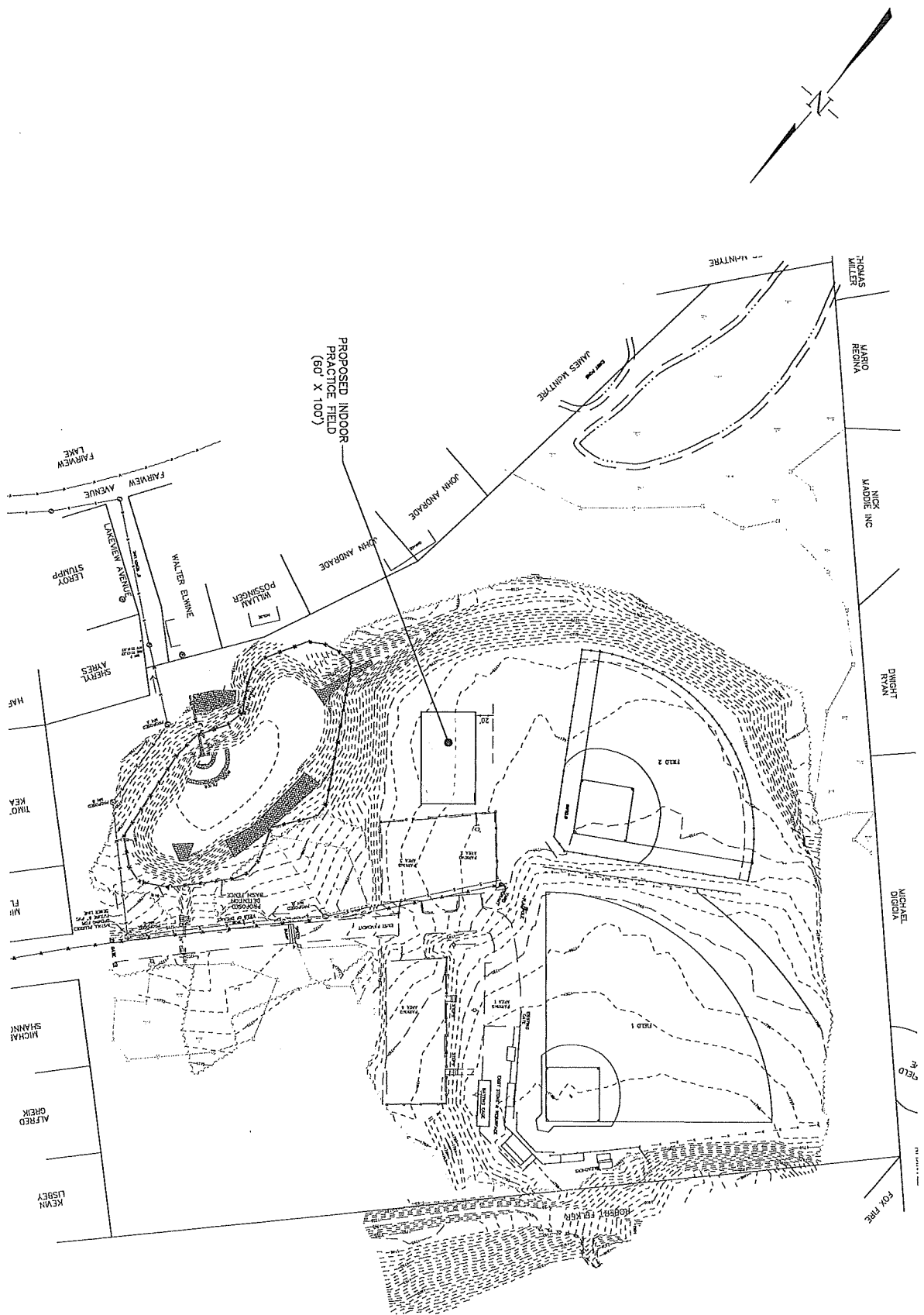
We have received LSA Grants to put the building up, but not supply sidewalks or expand the parking lot if need be for this venture. We will be requesting the Borough to install Wi-Fi and security cameras for the park and some additional lighting in the parking lot. This is all we are asking from the Borough, we have already spoken with Parks and Recreation who have stated they are in agreement with these plans for the park.

I am hopeful that the Borough Attorney will be able to put together an agreement acceptable to the Borough, the community and the Pocono Pride.

If you have any questions on this venture, please do not hesitate to contact me.

Regards,

Dan Boccia
President, Pocono Pride



HanoverEngineering

Bethlehem Office
 252 Broadhead Road, Suite 100 P: 610.601.5614
 Bethlehem, PA 18017-6914 F: 610.601.6918
 hanoverEng.com

MOUNT POCONO BOROUGH
 MONROE COUNTY
 PENNSYLVANIA



PLAN TITLE
PROPOSED INDOOR PRACTICE BUILDING


PROJECT TITLE
FIELD OF DREAMS FASTPITCH

SCALE
 1" = 50'

NO.	REVISIONS	DATE	DRAWN BY	CHECKED BY
1		07/18/22	ON	ON
PROJECT NO. 5016				
SHEET NO. 01 of 01				



 HanoverEngineering Bethlehem Office 252 Brechtford Road, Suite 100 Bethlehem, PA 18017-8944 hse@hanovereng.com	MOUNT POCONO BOROUGH MONROE COUNTY PENNSYLVANIA	PLAN TITLE PROPOSED INDOOR PRACTICE BUILDING	SCALE	NO.	REVISIONS	DATE	DRWN BY JLN	CHECKED BY JLN
		PROJECT TITLE FIELD OF DREAMS FASTPITCH		SCALE 1" = 50'	DATE 08/03/22	PROJECT NO. 5016	SHEET NO. 01 of 01	

 Hanover Engineering Bethlehem Office 252 Broadhead Road, Suite 100 Bethlehem, PA 18017-8944 F:610.691.5644 hanoengr.com	MOUNT POCONO BOROUGH MONROE COUNTY PENNSYLVANIA	PLAN TITLE: PROPOSED INDOOR PRACTICE BUILDING PROJECT NAME: FIELD OF DREAMS FASTPITCH	SCALE: 1" = 50' PROJECT NO. 5016 SHEET NO. 01 OF 01	REVISIONS	DATE	DRAWN BY JON	CHECKED BY JON
				NO.	DATE	SCALE: 1" = 50'	PROJECT NO. 5016



DOG PARK RULES

- Use park at your own risk.
- Owners are legally responsible for the behavior of their dog(s) at all times.
- Dogs must be leashed while entering and exiting the park.
- Dog waste must be cleaned up by their owners IMMEDIATELY.
- Owners must be within the dog park and supervising their dog with leash readily available.
- Dog handlers must be at least 16 years of age.
- Children under 13 must be accompanied by an adult and supervised at all times.
- Aggressive dogs must be removed immediately.
- Dogs should be under voice control.

PROHIBITED:


- | | |
|---------------------------|----------------------------|
| • Human & Dog food/treats | • Sick Dogs |
| • Glass Containers | • Aggressive Dogs |
| • Dogs in heat | • Puppies (under 4 months) |





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SITE IMPROVEMENTS COST OPINION			Date: January 2022 Revised: March 2022		
PROJECT Mt. Pocono Dog Park					
LOCATION Mt. Pocono, Monroe County, PA					
CLIENT Mt. Pocono Borough					
DRAWING TITLE Site Plan	PROJECT NO. 0313618.010	ESTIMATOR BGF	CHECKED BY SMG/BNS		SHEET 2
		UNITS	QTY	UNIT	TOTAL
				PRICE	PRICE
					SUBTOTALS
MOBILIZATION					\$6,000.00
1. Mobilization/Demobilization/General Conditions		LS	1	\$6,000	\$6,000
EROSION & SEDIMENTATION CONTROLS					\$2,400.00
1. Concrete washout		LS	1	\$1,500	\$1,500
2. Compost filter sock (12")		LF	150	\$6	\$900
DEMOLITION					\$2,500.00
1. Selective tree removal		LS	1	\$2,500	\$2,500
DOG PARK CONSTRUCTION					
Curbing					\$1,600.00
1. Plain cement conc curb		LF	16	\$100.00	\$1,600
Walkways					\$15,933.00
1. Rough grade and compact subbase		SY	141	\$5	\$705
2. Final grading		SY	141	\$8	\$1,128
3. 5" #57 stone subbase		SY	141	\$10	\$1,410
4. 5" Class A concrete		SY	141	\$90	\$12,690
Play Area					\$27,120.00
1. Chain link fence (6' tall)		LF	478	\$40	\$19,120
2. Chain link fence gate (single)		EA	4	\$1,000	\$4,000
3. Chain link fence gate (double)		EA	2	\$2,000	\$4,000
Misc.					\$8,000.00
1. Bench		EA	1	\$3,000	\$3,000
2. Water Fountain with hose bib		EA	1	\$5,000	\$5,000
LANDSCAPING					
Misc.					\$6,305.00
1. Shrubs		EA	14	\$150	\$2,100
2. Lawn Restoration		SY	841	\$5	\$4,205
Contingency Fees (10%)					\$6,986.00
TOTAL COST OPINION					\$76,844.00

	UNITS	QTY	UNIT	TOTAL	SUBTOTALS
			PRICE	PRICE	
FUTURE DEMOLITION					\$4,000.00
1. Selective tree removal	LS	1	\$4,000	\$4,000	
FUTURE CONSTRUCTION					
Play Area					\$30,780.00
1. Chain link fence (6' tall)	LF	542	\$40	\$21,680	
2. Lawn Restoration	SY	1820	\$5	\$9,100	
CONTINGENCY FEES (10%)					\$3,478.00
TOTAL COST OPINION					\$38,258.00

In providing opinions of probable cost, the Client understands that the Consultant has not developed formal construction documents and as such can not have taken into account every contingency. No control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. The Consultant makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost. It must be understood that all quantities are approximate and based on assumptions of existing elevations and field conditions. Contingencies should be included in the Construction Budget for the excavation and replacement of unsuitable soils and rock.

General Info

Location

Memorial Park, 1361 Pocono Blvd, Mount Pocono Pa, 18344

Goals

- To develop and maintain a fenced-in, off-leash dog park where well-behaved dogs can run freely and socialize in a clean, safe environment without endangering people, property, or local wildlife.
- To promote education, training, and recreational activities that facilitate responsible dog ownership.
- To operate in partnership with volunteers and other public and private partners.

Features

- off-leash park, including a separated small dog area and a large dog area
- Easy access and free parking
- Amenities include double gated transition area, fountain for both people and dogs, benches
- Public access

Fees

- No FEES at this time

Enjoy!

For questions pertaining to the Dog Park, please call the Borough office 570-839-8436

Dog Park Rules

1. Off leash dog park hours: Sunrise to Sunset
2. Use of the dog park is at your own risk. Dog owners/handlers are solely responsible for the actions and behavior of their dogs at all times and assume all liability for damages suffered by any person or dog injured by the members' dog(s) while utilizing the dog park.
3. The dog park is for dogs, their owners/handlers and those accompanying them. No other use of the dog park is permitted.
4. No more than two (2) dogs per owner/handler are permitted in the dog park at one time
5. Dogs are to remain leashed outside of the dog park, as well as when entering and exiting the dog park's transition area. Owners/handlers must have a leash in hand at all times while in the off-leash area.
6. All dogs 6 months and older entering the dog park must be up to date on rabies and distemper vaccines and must wear a collar displaying their rabies tag and dog license as required by Pennsylvania Dog law. Dogs with contagious health conditions or that have internal or external parasites (fleas, ticks or worms) are not permitted in the park.
7. The dog park is divided into separate fenced in areas. Dogs weighing less than 30 lbs. must use the Small Dog area. Dogs weighing over 30 lbs. must use the Large Dog area. Unintentional, potentially serious injury can occur to small dogs being allowed to play in the Large Dog area.
8. No alcohol, food, dog food, treats, glass containers or special toys are permitted in the dog park. Food, treats and special toys may cause territorial or aggressive behaviors, posing a safety risk to other dogs and handlers.
9. Owners/handlers must be present with their dog(s) and have them in view and under voice control at all times.
10. Dog waste must be collected by the owner/handler, bagged and disposed of in the appropriately marked receptacles
11. If a dog becomes aggressive, it must be removed from the park immediately
12. No dogs under 6 months, unneutered male dogs, female dogs in heat or dogs known to be aggressive or with a history of dangerous behavior are permitted in the park.
13. No children under 12 permitted in the park and children between the ages of 12 and 17 must be accompanied by and supervised at all times by an adult. Their smaller size and lack of experience with dogs can create a dangerous situation for the child and the dog and an overexcited dog may unintentionally knock over or injure a child while greeting or playing. A dog who is afraid of children may react aggressively to a child's attempt to make friends and in rare cases, a dog may view a child as prey
14. Owners/handlers must fill in any holes made by their dogs. Holes can cause injury to dogs and their handlers.
15. The park may not be used for private use or gain, which includes, but is not limited to, instruction or training activities or events of any type without the written approval of Mount Pocono Parks & Recreation.

16. Advance notice of dog park closures for purposes of maintenance will be posted on the Mount Pocono Borough website and Facebook page.
17. Owners/handlers are expected to follow all rules and regulations that pertain to conduct in the dog park as well those pertaining to conduct in all park and recreation areas in the Borough.

FOR ALL EMERGENCIES, CALL 911
FAILURE TO COMPLY WITH THE ABOVE RULES WILL RESULT IN THE
REVOCATION OF THE PRIVILEGE OF THE USE OF THE PARK

ENTERING AND EXITING THE DOG PARK

The Dog Park is divided into two (2) separate off-leash areas, providing maximum safety for your dog(s). When entering and exiting the designated areas close the gates securely behind you and your dog(s).

A service gate is located on the outer fence. These gates provide access for the Borough's maintenance crew. They are not to be used by members and are to be kept locked unless in use by authorized personnel. If you find an unlocked maintenance gate, please call the Mount Pocono Borough office 570-839-8436. Do not enter the off-leash areas through the service/emergency gates as these gates do not provide sufficient security necessary for safely entering or exiting the park. Additionally, dogs that are already in the off-leash area might escape as you enter the park through the unauthorized service gates.

Entering the Dog Park (designated entrance)

1. Before opening the outer gate, check to be sure the inner gate is properly closed and no dogs are in the transition area
2. Open the outer gate and enter the transition area with the dog(s) on-leash. Close the outer main gate and check that it is properly secured.
3. Remove the dog(s) leash. NOTE: Having a dog on a leash when confronting an off-leash dog can be a recipe for trouble. A leashed dog may feel vulnerable and fearful, as well as protective of its owner. Tugging on the leash puts a dog at a disadvantage with other dogs. The dog is restrained, but placed in a chest-out, raised-up aggressive pose that can cause the off-leash dog to feel threatened
4. Remain in the transition area while you observe the behavior of dogs already in the off-leash area. If the behavior is friendly and the area is not congested, carefully open the inner gate and enter – move forward into the park, do not stand at the gate.
5. If you or other dogs' behavior is unfriendly, put the leash back on your dog and remove them from the area through the exit gate.

Exiting the Dog Park (designated exit)

1. Before you open the inner gate, please check to make sure that the outer gate is properly closed and that any other dogs are not trying to leave with you.
2. Open the inner gate and enter the transition area. Close the inner gate and ensure the latch is secure
3. Place a leash securely on the dog, open the outer gate and exit from the vestibule into the main lobby
4. Close the outer gate and check that it is properly closed.

DOG PARK ETIQUETTE

For many pet owners, dog parks are a god send! They are a way to exercise your athletic dog after you've been at work all day, socialize a young dog, and even meet new friends for you and your dog! But a dog park can also be dangerous when we are not watching our dogs closely enough for signs of stress, anxiety, or overstimulation. This information should serve as a guide on how you and your dog can have a positive experience at the dog park!

Guidelines:

Not all dogs are dog park dogs! If your dog(s) has a history of aggression towards any other dogs or humans, becomes stressed in a group of dogs, or guards things that are of high value to them (toys, sticks) they may not be the best candidate for dog park socialization

Keep it positive! If your dog(s) is unfamiliar with the dog park setting, make sure the first few visits to the dog park are positive and fun! This may mean going at off-peak times (Monday-Friday between 10am and 3pm, or after 7:30pm on any day). Once you are sure your dog(s) can successfully handle the rigors of a dog park, you may want to introduce him at peak times.

Be present at the dog park. When you are at the park, always have your eyes on your dog(s)! Watching for signs of stress or bullying, giving your dog(s) time outs if they are becoming overstimulated, and knowing when to go home for the day, all come from watching every move your dog(s) makes at the park. Sure, you can still socialize with all of your new dog people friends, but remember to keep one eye on your pooch at all times!

Mind your comings and goings! Entering and exiting the dog park can be hot buttons for many dogs. Leashed dogs when surrounded by loose dogs can feel threatened and vulnerable and may lash out. Practice proper entrance and exit techniques by utilizing our double-gate policy.

Know when your dog has had enough. You will notice through your dog's behavior and body language when it's time to go! If you see any signs that your dog is tired or has had enough for one day, be proactive and give your dog a time out by taking him for a walk outside the park, or go home for the day and come back the next day

Be proactive! Everyone knows that their dog is pretty much the most wonderful dog in the whole park. But even if your dog is not the instigator, if you think that your dog is in danger of having a bad experience at the park, be proactive about the situation. Always talk to people respectfully, and know when it is better to simply remove your dog from the situation before an accident happens

What's What at the Dog Park:

When at the dog park, it is important to understand basic canine body language. The following list will help you recognize what is ok and what might lead to trouble.

Aggression vs. Correction

Correction – No Harm No Foul!

There are times when a dog will correct another dog for something he deems inappropriate. This is totally normal, nonaggressive, and it's actually good for teaching young dogs important lessons about canine social structure and body language. Appropriate corrections generally escalate in severity and result in no harm being done to the correctee. If your dog is overcorrecting, it may be time to give a time out.

- Stiff body posturing and piloerection or whale eye. (Hair on shoulders and butt stand up and you see the whites of the eyes)
- Repeated correcting of other dogs, sometimes over very benign instances
- Targeting, bullying, or stalking individual dogs
- Fearfulness which does not subside
- Prey drive

Breaking Up a Dog Fight:

Dog fights happen! It is important when in a dog park to keep your cool if a fight breaks out so as not to escalate the situation. Collect loose dogs who are not part of the fight to prevent mobbing.

- Start by making a loud noise such as clapping your hands or shouting "No!", or throwing water on the fighting dogs.
- Do not grab dogs by the collars or necks, faces to avoid a redirected bite
- One person should grab each dog from the hips, pinching the loose skin between the belly and legs, and pull out of the fight, wheelbarrow style. (remember: 1 person per dog)
- Remove fighting dogs from the park for the day.

Appropriate – You're OK!

- Butt sniffing and loose tail and body language
- Wide, circular tail wagging
- Play bows
- Butt bumps
- Playful vocalization
- Brief, fair and harmless disagreements or corrections

Calming Signals – Meant to Diffuse Tension, Recognize and React Appropriately

- Averting eye contact
- Lip-licking, chewing
- Submissive urination
- Going belly up
- Tail between legs

Inappropriate or Rude – Time for a Time Out or Maybe Time to Go!

- Hard stares and face-offs

- One dog chasing, pinning, targeting or not letting up on another dog
- A group of dogs mobbing an individual dog

BOROUGH HALL PARK IMPROVEMENTS

Mount Pocono Borough
Monroe County, Pennsylvania

PHASE I DOG PARK SKETCH PLAN

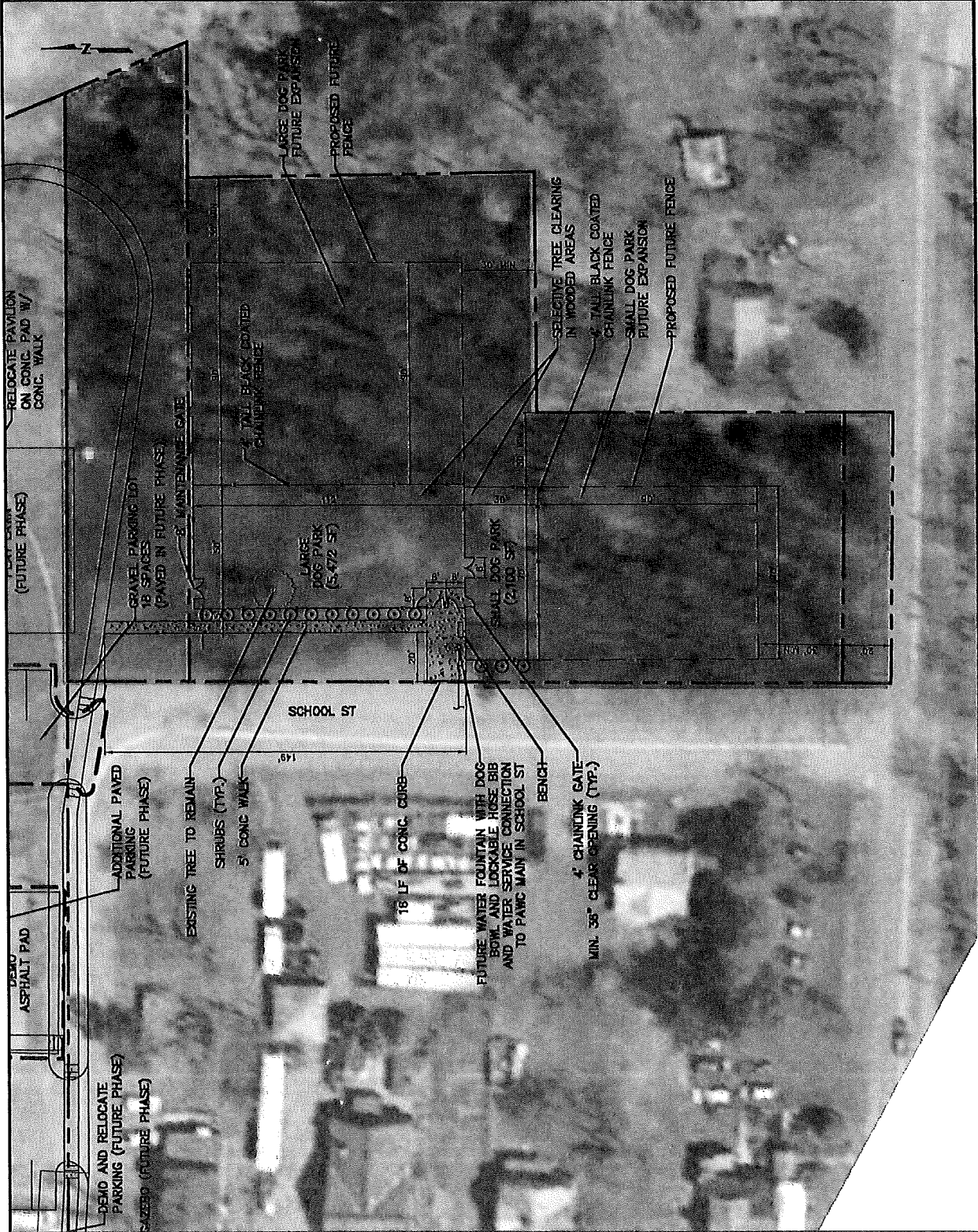
December 2021

PARCEL ID: 10635508973559
ZONING C-1 1.03 ACRES

LARGE DOG PARK: 5,472 SF.
SMALL DOG PARK: 2,100 SF.



BARRY
Dissett & Associates
ARCHITECTURAL, ENGINEERING AND CONSTRUCTION SERVICES
610.398.0904
barrydissett.com



BOROUGH OF MOUNT POCONO
MONROE COUNTY, PENNSYLVANIA
ORDINANCE NO. 5 OF 2017

NOTICE OF INTENTION TO ADOPT ORDINANCE REPEALING ORDINANCE NO. 6 OF
2007 ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT
POCONO ON JUNE 18, 2007 RELATING TO TREES

WHEREAS, on June 18, 2007 the Borough passed Ordinance No. 6 of 2007 relating to trees in the Borough of Mount Pocono; and

WHEREAS, the Borough believes that the goal and purpose of such Ordinance - that is the protection of trees and prohibition of clear cutting of commercial properties - is already addressed in the Borough Subdivision and Land Development Ordinance; and

WHEREAS, the Borough believes that it is not in the best interest of the Borough to require residential property owners to obtain permits for the cutting down of trees on residential properties; and

WHEREAS, in the judgment of the Council the Ordinance is unnecessary in order to protect trees in the Borough of Mount Pocono.

NOW, THEREFORE, the Borough of Mount Pocono ordains as follows:

1. Ordinance No. 6 of 2007 adopted June 18, 2007 and codified in the Borough Code of Ordinances at Chapter 197 is repealed in its entirety effective immediately.

ENACTED AND ORDAINED by Order of Mount Pocono Borough Council this 2nd day of October, 2017.

BOROUGH OF MOUNT POCONO

By: /s/
Karl E. Davis, Council President

Attest:

/s/
Lori Noonan, Borough Secretary

The above Ordinance is hereby approved this 2nd day of October, 2017.

By: /s/
Frederick Courtright, Mayor

Chapter 197

TREES

- | | |
|---|--|
| § 197-1. Findings. | § 197-7. Tree survey and protection plan. |
| § 197-2. Purpose. | § 197-8. Tree survey inspection. |
| § 197-3. Applicability; permit/approval; exemptions. | § 197-9. Tree protection during construction. |
| § 197-4. Clearing, grading and filling of unimproved parcels. | § 197-10. Ground cover and landscaping. |
| § 197-5. Clearing, grading and filling of improved parcels. | § 197-11. Definitions and word usage. |
| § 197-6. Tree preservation standards. | § 197-12. Administrative fee. |
| | § 197-13. Violations and penalties; other remedies; action to abate. |

[HISTORY: Adopted by the Borough Council of the Borough of Mount Pocono 6-18-2007 by Ord. No. 6-2007. Amendments noted where applicable.]

GENERAL REFERENCES

Floodplain management — See Ch. 100.
Stormwater management — See Ch. 179.

Subdivision and land development — See Ch. 187.
Zoning — See Ch. 215.

§ 197-1. Findings.

The Borough Council finds that:

- A. In 2005, the Borough of Mount Pocono adopted the Regional Comprehensive Plan for Coolbaugh Township, the Borough of Mount Pocono, Tobyhanna Township and Tunkhannock Township which calls for tree and woodland protection, management and planting, land clearing limitations for development, and no touch or limited clearance buffer zones around the perimeter of new developments;
- B. The Borough of Mount Pocono contains a diversity and abundance of trees and natural vegetation that are of economic, recreational, and environmental value to the Borough and makes it a desirable place for residents and visitors;
- C. The abundance of trees and natural vegetation contributes to the Borough's unique wooded mountain character and distinguishes the Borough from many other communities;
- D. The appearance of the Borough of Mount Pocono contributes to the economic prosperity and general welfare of the Borough;
- E. Growth and development in the Borough of Mount Pocono often results in the removal of trees and natural vegetation, thereby contributing to its depletion; and

- F. It is necessary to protect and manage trees and natural vegetation as valuable assets in order to protect and enhance the health, safety, and welfare of the citizens of the Borough of Mount Pocono.

§ 197-2. Purpose.

The Borough Council declares that the intent of this chapter is to:

- A. To promote the public health, safety, and general welfare of the citizens of the Borough without preventing the reasonable development of land;
- B. To encourage site development, including clearing, excavation, and filling, in such a manner as to minimize hazards to life, health, and property;
- C. To preserve and enhance the Borough's physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of trees and ground cover;
- D. To minimize surface water runoff and diversion which may contribute to flooding;
- E. To reduce siltation in the streams, lakes, storm sewer systems, and roadside drainage facilities;
- F. To reduce the risk of slides and the creation of unstable building sites;
- G. To promote building and site planning practices that are consistent with the natural topography, soils, and vegetative features while at the same time recognizing that certain factors such as disease, danger of falling, proximity to existing and proposed structures and improvements, interference with utility services, protection of scenic views, and the realization of a reasonable enjoyment of property may require the removal of certain trees and ground cover;
- H. To insure prompt development, restoration and replanting and effective erosion control of property after land clearing and grading; and
- I. To implement the goals and objectives of the Regional Comprehensive Plan.

§ 197-3. Applicability; permit/approval; exemptions.

- A. Applicability. The terms and provisions of this chapter shall apply to all real property, public or private, lying within the municipal boundaries of the Borough of Mount Pocono.
- B. Permit approval. No person shall engage in any tree or vegetation clearing, grading or filling without having obtained:
 - (1) A permit in accord with this chapter;
 - (2) A zoning permit in accord with Chapter 215; or
 - (3) Preliminary subdivision or land development approval in accord with Chapter 187.

C. Exemptions. The provisions of this chapter shall not apply to:

- (1) The correction of emergency situations involving immediate danger to life.
- (2) The routine maintenance of existing lawn, landscaping and trees.
- (3) The removal of dead trees or of diseased or damaged trees, or trees in locations, that constitute a hazard to life or property.
- (4) Clearing, grading and filling of not more than 1,000 square feet of land area for gardening for home consumption.
- (5) Agriculture in accord with a conservation plan or erosion and sedimentation control plan approved by the Monroe County Conservation District.
- (6) Forest management operations on parcels of five acres or more in accord with a timber harvesting plan following generally recognized best management practices and a soil erosion and sedimentation control plan approved by the Monroe County Conservation District. (The buffer requirements in § 197-4A and B shall apply.)
- (7) Trimming of trees when necessary to conduct a survey or site examination for the preparation of subdivision plats, plans or tree surveys.
- (8) Removal or trimming of any tree in an existing utility easement or public right-of-way, provided such work is done by or under the direct control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement and said company has documented the need for said removal or trimming.
- (9) Removal or trimming of any tree located within an existing or proposed public easement, stormwater management tract or facility, provided that only the minimum area reasonably necessary for the public service or use shall be considered for purposes of determining whether there is necessity for tree removal.
- (10) Removal or trimming of any tree or vegetation at any intersection or in any road right-of-way required to maintain public safety.

§ 197-4. Clearing, grading and filling of unimproved parcels.

Clearing of trees and vegetation, grading and filling shall be in accord with an overall plan approved in accord with Chapter 187 or Chapter 215. Until such time as the development plan is approved for the parcel in accord with Chapter 187 or a permit is issued in accord with Chapter 215, the following requirements shall apply:

- A. Trees and vegetation in setback areas. No tree or vegetation clearing shall be conducted within the setback area established for structures for the zoning district in which the parcel is located. (See Chapter 215.)
- B. Additional buffer area. In addition to the nonclearing area required in Subsection A above, an additional buffer of not less than 50 feet in width shall be maintained. Existing vegetation in this buffer area shall not be disturbed except that trees may be harvested to

the extent that the basal area of trees in the fifty-foot buffer area shall not be reduced below 50% of the basal area present before cutting or below 65 square feet per acre, whichever is higher. "Basal area" is the area in square feet per acre occupied by tree stems at 4.5 feet above the ground, normally measured by a calibrated prism or angle gauge.

- C. Grading and filling. No grading or filling shall be conducted.

§ 197-5. Clearing, grading and filling of improved parcels.

In cases where a parcel has been improved, no clearing of trees and vegetation, grading or filling shall be conducted except as specifically authorized in accord with the permit or approval issued for the parcel or as may otherwise be permitted under this chapter.

§ 197-6. Tree preservation standards.

- A. Subdivisions and land developments. The provisions of Chapter 187 shall apply to all subdivisions and land developments.
- B. All other projects (including dwellings). In cases where tree removal is not proposed as part of a subdivision or land development governed by Chapter 187, the following standards shall apply:
- (1) Front and rear setback areas.
 - (a) All projects shall be laid out in such a manner as to minimize the removal of healthy trees and shrubs within the front (along any road right-of-way) and rear setback areas established for structures for the zoning district in which the parcel is located.
 - (b) A minimum of 40% of all trees of three inches or greater DBH shall be preserved.
 - (c) Trees of six inches or greater DBH (mature trees) shall be preserved insofar as possible, and trees of 12 inches or greater DBH (specimen trees) shall not be removed unless approved by the Borough for just cause.
 - (2) Side setback areas. There shall be no limitation on clearing of vegetation in side setback areas.
 - (3) Documentation. The applicant shall document that tree removal in regulated areas is minimized. If challenged by the Borough, the applicant shall produce evidence, such as written documents or plans certified by a registered landscape architect or other person deemed qualified by the Borough, showing that no alternative layouts are possible and that no alternative clearing or grading plan would reduce the loss of mature trees.
 - (4) Preservation criteria. The following criteria shall be used by the Borough to make the final determination of which trees shall be preserved.

- (a) The outermost branches of the tree(s) are at least five feet from any proposed buildings or structures.
 - (b) The outermost branches of the tree(s) are at least five feet from any proposed changes in grade, drainage structure, utility corridor, parking or load/unloading area, sidewalk, on-site sewage system, or any other excavations.
 - (c) The tree(s) are clear of any proposed sight triangles and do not, by their location or apparent health, pose any undue threat to the public health, safety, or welfare. The Borough may permit some landscape material to be placed in the clear sight triangle when it determines that the type of material and its location will not create a hazard to motorists or conflict with utility locations.
 - (d) If trees are diseased or are excessive in number and thinning will promote and enhance the healthy development of the remaining trees, the Borough may require the removal of the trees.
- (5) Protection of designated trees. Trees designated to be preserved shall be identified in the field prior to any clearing and shall be physically protected throughout the construction process. A temporary physical barrier, such as a snow fence, shall be erected a minimum of one foot outside the drip line on all sides of individual trees or tree masses prior to major clearing or construction. The barrier shall be placed to prevent disturbance to, or compaction of, soil inside the barrier and shall remain until construction is complete. The barrier shall be shown on the plan.

§ 197-7. Tree survey and protection plan.

- A. Plan required. When an application for a building, zoning or demolition permit is required, or when an application for a tree removal permit must be filed pursuant to this chapter, a tree survey and protection plan shall be submitted to the Borough. When submitted in connection with a building, zoning or building permit, the tree survey and protection plan shall be administered as part of the associated application.
- B. Plan content. The tree survey and protection plan shall include the following:
- (1) Dimensions of the property and required zoning setback areas.
 - (2) Location, type and size of all existing trees or tree stands, and a notation of whether each such tree or tree stand is to be preserved or removed.
 - (3) Location of all structures, freestanding signs, parking areas, drives, vehicular use areas, curb, cuts, retention/detention areas, other improvements and other features on or proposed for the lot.
 - (4) Location of existing and proposed overhead or underground power lines and other utility lines, such as but not limited to water and sewer, and adjacent rights-of-way.
- C. Tree marking. The applicant shall mark all trees to be preserved with brightly colored plastic ribbon prior to the tree survey inspection required in § 197-8. In lieu of marking

individual trees, the applicant may designate and delineate with a barrier (see § 197-9B) tree preservation areas.

§ 197-8. Tree survey inspection.

Following the receipt of a complete application for a tree removal permit, the Zoning Officer shall schedule and conduct an inspection of the proposed development site within such period of time as may reasonably be required to verify the information contained on the application. The applicant or his designee shall be advised as to the date and time of the inspection and given an opportunity to participate. Following inspection the Zoning Officer, consistent with the purpose of this chapter, shall advise the applicant in writing of any recommended changes in the applicant's proposed tree removal and protection plan.

§ 197-9. Tree protection during construction.

- A. Protection required. No person shall encroach or place solvents, material, construction machinery or temporary soil deposits within one foot of the area outside the drip line, as defined herein, of any protected tree or any tree within a tree protection zone.
- B. Barrier. Existing trees designated to be protected shall be identified in the field prior to any clearing and shall be physically protected throughout the construction process. A temporary physical barrier, such as a snow fence, shall be erected a minimum of one foot outside the drip line on all sides of individual trees, tree masses, or woodlands prior to major clearing or construction. The barrier shall be placed to prevent disturbance to, or compaction of, soil inside the barrier and shall remain until construction is complete. The barrier shall be shown on the tree preservation plan.
- C. Barrier removal. All tree protection devices must remain in functioning condition until the certificate of use is issued.
- D. Replacement. Any tree designated in the tree protection plan to be saved which is damaged during construction or as a result of construction, as determined by the Zoning Officer, shall be treated in accord with accepted American Association of Nurserymen (AAN) standards, or replaced in accord with AAN standards with a tree or trees equal to the caliper value of the tree removed. However, any specimen damaged as described above shall be replaced with trees of a total caliper equal to two times the caliper value of the tree removed or damaged and no replacement tree shall be less than six inches caliper. Replacement trees, maintenance and guarantees shall meet the requirements of § 187-56G and § 187-56H.

§ 197-10. Ground cover and landscaping.

Any part of a site which has been cleared under permit of this chapter 197, or which has been cleared, graded or filled under permit of Chapter 187 or Chapter 215, and which is not used for buildings, structures, loading or parking spaces and aisles, sidewalks, designated storage areas or other improvements, shall be provided with an all-season vegetative ground cover and shall be landscaped in accord with AAN standards. (See § 187-56 for land developments and major subdivisions.)

- A. Topsoil. Except as approved under permit of Chapter 187 or Chapter 215, no topsoil shall be removed from the site and shall be retained on the site as necessary for proper site stabilization.
- B. Planting. The site shall be prepared with suitable soil to support the vegetative ground cover, plants and trees proposed, and all vegetative ground cover, plants and trees proposed shall be suitable for the intended purpose and shall be installed and maintained in accord with the requirements of § 187-56G and § 187-56H.
- C. Certificate of use/occupancy. No certificate of use or occupancy shall be issued until the site has been stabilized and planted in accord with this chapter, soil erosion and sedimentation control regulations, and other applicable regulations, or a performance guarantee is provided in accord with Subsection D below.
- D. Performance guarantee. In cases where the required stabilization and planting cannot be completed due to weather or other circumstance, the Zoning Officer may accept a performance guarantee to ensure the completion. The amount of the performance guarantee shall be based on a bona fide contractor's estimate provided by the applicant, plus 10%. The form of the guarantee shall comply with § 187-37A.

§ 197-11. Definitions and word usage.

- A. For the purposes of this chapter, certain words or terms used herein shall be interpreted as follows:
 - (1) Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense.
 - (2) The word "person" includes individual, firm, corporation, partnership, joint venture, limited-liability company, association, principal, trustee, municipal corporation, political subdivision, special district, or other entity, or any agent or representative of any of the foregoing.
 - (3) The word "shall" is mandatory and not discretionary. The word "may" is permissive.
 - (4) The word "lot" includes the words parcel, land, site, and any other real property, whether or not legally designated as a lot for purposes other than this chapter, including multiple lots that have been or will be merged and all new lots that will be created through subdivision.
- B. As used in this chapter, the following terms shall have the meaning indicated in this section. Words not defined herein shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

AAN STANDARDS — Tree and plant standards set by the American Association of Nurserymen.

CALIPER — The diameter of a tree trunk measured at six inches above the ground for trees less than or equal to four inches in diameter at six inches above the ground. For

trees with a diameter greater than four inches at six inches above ground the caliper shall be measured at 12 inches above ground.

CLEARING — Any activity which removes the vegetative ground cover and/or trees.

DAMAGE — Severe decline, disfigurement, discoloration, defoliation, removal or death of any tree which is intentionally caused or is the result of recklessness or negligence.

DBH — Diameter at breast height which is the measurement of a tree's diameter taken at 4.5 feet above the ground.

DEMOLITION — Demolition shall include the destruction of all or part of a structure or the removal of all or part of any structure to any off-site location.

DRIP LINE — A line encircling a tree corresponding to the furthest extension of the branches of a tree which line is used, in turn, to calculate crown spread.

EXCAVATION — Any digging, scooping or other methods of removing earth materials.

FILLING — Any depositing or stockpiling of earth, stone or vegetative materials.

GRADING — Any excavating or filling of earth materials or any combination thereof, including the land in its excavated or filled condition.

GROUND COVER — A low-growing dense growth of plants, such as grass, pachysandra or crown vetch, planted for ornamental purposes or to stabilize the soil and prevent soil erosion.

HEALTHY — As defined by the International Society of Arboriculture.

REMOVE or REMOVAL —

- (1) The actual removal of trees;
- (2) Direct or indirect actions capable of resulting in the effective removal of trees through damage or poison; or
- (3) Similar actions directly or indirectly capable of resulting in the death of a tree subject to the provisions of this chapter.

TREE — A living, woody plant having a well-defined stem, a more or less well-defined crown and which is capable of attaining a height of at least 15 feet.

TRIM — To reduce, shorten, diminish or prune a tree or parts of a tree without substantially altering the existing shape or damaging the tree or shortening its life span.

§ 197-12. Administrative fee.

A nonrefundable administrative fee, in an amount established by Council resolution, shall be paid by the applicant.

§ 197-13. Violations and penalties; other remedies; action to abate.

- A. Compliance. Failure to comply with any provision of this chapter shall be a violation of this chapter.
- 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 Borough.
- C. Other remedies. In addition to the fines, judgments, and/or imprisonment remedies of § 197-13B, the Council 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 Borough and recovery of costs. In addition, if the owner or person in control of any premises, act or condition constituting a violation of this chapter fails to respond to a notice of violation directing the correction of the violation within the time limit prescribed by the notice, or fails to appeal, or fails to comply with the determination of the appeal, the Zoning Officer and/or the Council shall be empowered to cause such work of abatement to be commenced and/or completed by the Borough 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.



Mount Pocono Borough

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KEEPING OF CHICKENS – CHAPTER 118 – PERMIT APPLICATION

*Applicants must refer to, and complete, all of the steps of the Chicken Keeping Checklist and return the completed checklist with this completed Application and appropriate fee. No chickens may be acquired and no work, if any, may begin until an approved permit is returned to the Applicant. Applicants must comply with ALL Borough Ordinances and submit all required fees or Application shall be considered incomplete. **Permits are good for one (1) year and applicant must request renewal prior to expiration.***

PROPERTY ADDRESS: _____

CONTACT INFORMATION:

Applicant's Name: _____ Phone: _____

Mailing Address: _____

Email: _____

If Applicant is a tenant, please prove the property owner information:

Property Owner(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

This Application is for: ☐ Initial Permit ☐ Permit Renewal

By signing this Application, I certify that all facts set forth within this Application and all accompanying documentation are true and correct.

Signature of Applicant/Owner: _____ Date: _____

A copy of drawing(s) or lot plan(s) shall be turned in with this Application or the permit will be denied. See checklist for requirements.

DO NOT WRITE BELOW THIS LINE – BOROUGH USE ONLY

Date Received: _____ Payment Type: _____ Amount Paid: \$ _____

Date of Approval: _____ Date of Denial: _____ Reason for Denial: _____

☐ Checklist Attached ☐ Drawing/Plot Attached ☐ All Requirements Completed in Full

PIN # _____ Permit No.: _____ Approval Signature _____

Comments: _____