

**Mount Pocono Borough Council  
Work Session Agenda  
Borough Council Chambers  
Tuesday, April 18, 2023 | 6:30pm**

**Call To Order**

**Pledge of Allegiance**

**Roll Call:**

\_\_\_\_\_Norman DeLano, \_\_\_\_\_Debra Fulton, \_\_\_\_\_Ann Marie Harris, \_\_\_\_\_Lori Noonan,  
\_\_\_\_\_Ella Santiago, \_\_\_\_\_Donald Struckle, \_\_\_\_\_Claudette Williams, \_\_\_\_\_Mayor Altemose

**Public Comment (agenda items only)**

**Ordinances**

Shawn McGlynn:

- Sign Ordinance
- STR Ordinance
- Tree Ordinance
- Food Truck Ordinance
- Use and Occupancy Ordinance

**Ordinance 5 of 2022: Keeping of Chickens**

- Consider granting 67 Center Ave. a waiver from the side yard exclusion

**Ordinance 5 of 2021: Building Height Amendment**

**LERTA for Warehouse Property**

Draft resolution and ordinance

**Eagle Scout Project**

Marshall Aleksich from Troop 89

**Pocono Mountain Public Library**

Ann C. Shincovich, Director

**Collective Bargaining Agreement**

**Traffic Signal Maintenance Agreement and Resolution**

**Pocono Mountain Visitors Bureau Grant**

Purchasing: LED Digital Sign, Flag Poles, Knob Overlook Trim

**Advertisement for Seasonal Maintenance/Park and Recreation Worker**

**Purchasing a Maintenance Vehicle**

**Community Yard Sale Dates**

**Committee Chair Reports:**

Budget and Finance – Lori Noonan

Economic Development – Ann Marie Harris

COG – Donald Struckle

EMS – Norman DeLano

Grants – Joshua Walker

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Newsletter – Norman DeLano  
Parks and Recreation – Debra Fulton  
Personnel – Claudette Williams  
Public Infrastructure and Utilities – Randy Altemose  
Regional Police – Randy Altemose  
Safety Commission – Ella Santiago  
Sanitation – Lori Noonan

**Public Comment**

**Reminders:**

Street Sweeping – April 17, 18, 19, 20  
Pick up the Poconos/Joe Battisto Cleanup Day – Saturday, April 22, 9:30am

**Adjournment**

# Chapter 215 Article XI Sign Ordinance - Digital Signs

## (add to) 215-17 Definitions

**DIGITAL SIGN** - A sign that utilizes internally illuminated components to create a full color image display, which may or may not include text, and is capable of being changed periodically by remote electronic means.

**LUMINANCE** - An objective measurement of the brightness of illumination emitted by a digital sign, measured in candela per square meter (c/m<sup>2</sup>) or "nits"

(Amend) **FLASHING SIGNS** - Any sign that has intermittent or changing lighting or illumination for the duration less than fifteen (15) seconds shall be deemed a flashing sign.

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## (Add to) 215-82 L.

Digital signs erected by Mount Pocono Borough and Pennsylvania Department of Transportation .

## (Amend) 215-83 C.

Flashing and message signs. Any signs that include lights or messages which change, flash, blink or turn on and off intermittently, but specifically excluding digital signs and signs that display time & temperature.

## (Add to) 215-83 Q.

Digital Signs shall not be used on free standing billboards in any zoning district.

## (Add to) 215-87 L.

Digital Signs. Digital signs shall be allowed only in the C-1 & C-2 Districts as a replacement for one of the other signs permitted in accord with § 215-85B subject to the following:

- (A) No lot shall contain more than one digital sign, double sided signs will be considered one sign.
- (B) All messages, images or displays on a digital sign shall remain unchanged for a minimum of fifteen (15) seconds. Signs of 24 square feet or less which indicate only the time, temperature, date or similar information shall be excluded.
- (C) The time interval used to change from one complete message, image or display to the next complete message, image or display shall be a maximum of one second.
- (D) There shall be no appearance of a visual dissolve or fading in which any part of one message, image or display appears simultaneously with any part of a second message, image or display.
- (E) There shall be no appearance of flashing, twinkling, blinking, or sudden bursts of light, and no appearance of video motion, animation, scrolling, twirling, or flow of the message, image or display.
- (F) The intensity and contrast of light levels shall remain constant throughout the sign face.
- (G) The luminance or brightness of the display shall not exceed 5,000 nits during daylight hours and 150 nits during hours of darkness. Each digital sign shall be equipped with automatic dimming technology to adjust the sign's brightness based on ambient light conditions.
  - (1) The luminance specification shall be determined by a metering device held at a height of five feet and aimed towards the sign, from a distance of 175 feet.
  - (2) The measurement of luminance shall include the measurement of an all-white image displayed by the sign to evaluate the worst-case condition.
  - (3) If the difference between the sign turned on and the sign turned off is 0.5 foot candle or less, then the sign luminance shall be determined to be in compliance.
  - (4) Signs shall be equipped with a properly functioning default mechanism that will stop the sign display on one message or image should a malfunction occur.
  - (5) Digital signs shall be inspected annually to verify dwell time and brightness level. An annual inspection fee as determined by the Borough fee schedule, which may be amended from time to time, shall be charged for every digital sign.
  - (6) All Digital signs shall be turned off between the hours of 10 p.m, and 7 a.m.
  - (7) No Digital Sign shall exceed 30 sqft. per side.

Borough of Mount Pocono, PA  
Friday, February 17, 2023

*Norm + Lindsay*

## Chapter 215. Zoning

### Article XI. Signs

#### § 215-78. Statement of purpose, intent, and jurisdiction.

Signs constitute a separate and distinct use of the premises upon which they are placed and also affect the use of adjacent roads, streets, walkways and other properties. The provisions of this Sign Ordinance are made to establish reasonable and objective regulations for all signs in this municipality which are visible to the public, in order to protect the general public health, safety, welfare, convenience and aesthetics. This chapter is also intended to serve the public's need to be given helpful directions and to be informed of available products, businesses and services. All signs in the Borough of Mount Pocono that are visible to the public shall be subject to this chapter.

#### § 215-79. Definitions.

A. As used in this article, the following terms shall have the meanings indicated:

**FACADE**

Any structure or part of a structure attached to, or otherwise mounted parallel to, a wall or other vertical part of the structure.

**GROSS SURFACE AREA**

The entire area within a single continuous perimeter composed of a single face enclosing the extreme limits of characters, lettering, illustrations, ornamentation or other figures, together with any other material, design or color forming an integral part of the display, including the frame.

**PLANNED DEVELOPMENT, COMMERCIAL**

A contiguous area of land planned, developed, operated, and maintained as a single entity and containing one or more structures with appurtenant common areas to accommodate office, retail, and commercial uses, and other uses incidental and accessory to the commercial uses.  
[Added 12-6-2010 by Ord. No. 4-2010]

**PLANNED DEVELOPMENT, INDUSTRIAL**

A contiguous area of land planned, developed, operated, and maintained as a single entity and containing one or more structures with appurtenant common areas to accommodate industrial, manufacturing, warehousing, office, retail, and commercial uses, and other uses incidental and accessory to the predominant allowed uses.  
[Added 12-6-2010 by Ord. No. 4-2010]

**PUBLIC**

The members of the community as a whole or any particular part of the community.

**RESORT/COMMUNITY DEVELOPMENT**



Directory Sign

**FLASHING SIGN**

Any sign that has intermittent or changing lighting or illumination of a duration less than 30 seconds shall be deemed a flashing sign.

**FREESTANDING SIGN**

The general term for any sign that is permanently affixed to the ground and on a foundation. It is supported on a foundation by one or more upright poles or braces and is not attached to a building or any other structure.

- G. Public signs. Signs erected by government agencies or utilities, including traffic, utility, safety, railroad crossing and identification signs for public facilities and any signs erected by the Borough under the direction of the Borough Council.
- H. Security and warning signs. On-premises signs regulating the use of the premises, such as "no trespassing," "no hunting" and "no soliciting," that do not exceed one sign of two square feet in area in residential zones and one sign of five square feet in area in commercial and industrial zones. These limitations shall not apply to the posting of conventional "no trespassing" signs in accordance with state law.
- I. Temporary real estate signs. Display of these signs shall be limited to one per property and six square feet in area in residential zones and 32 square feet in all other zones. These signs must be removed within 30 days of closing or leasing of the property.
- J. Charitable signs. Charitable signs for nonprofit agencies/organizations shall be permitted with the written authorization from the Borough Council and/or its designated representative. These signs may be displayed for a maximum of 14 calendar days. A-frame/wheeled signs or any similar portable signs shall be accepted.  
[Added 12-18-2006 by Ord. No. 9-2006]
- K. Banners. All banners hung across any state road within the Borough must conform to PennDOT's specifications and regulations, and they shall only be permitted with the written authorization from the Borough Council and/or its designated representative.  
[Added 12-18-2006 by Ord. No. 9-2006]

## § 215-83. Prohibited signs.

The following signs are expressly prohibited unless otherwise stated in these regulations:

- A. A-frame or sandwich board sign. A-frame or sandwich board signs shall be permitted as a temporary sign for retail/service/wholesale commercial establishments subject to the following:  
[Amended 5-5-2014 by Ord. No. 3-2014]
  - (1) Each business establishment shall be limited to one A-frame or sandwich board sign.
  - (2) The sign shall be comprised of two boards of durable material with no attachments.
  - (3) The sign shall not exceed 10 square feet for each exposed face and shall not exceed 30 inches in width and that the sign shall not have an overall height greater than five feet from ground level.
  - (4) The sign shall not be illuminated.
  - (5) The sign shall be displayed only during the hours when the establishment is open for business and shall include advertising pertaining only to the establishment of location.
  - (6) The sign shall not be placed in such manner as to impede pedestrian or vehicle traffic or the opening of vehicle doors.
  - (7) The sign shall be sufficiently secured or weighted to resist overturning.
  - (8) The placement of the sign shall comply with PennDOT and American with Disabilities Act<sup>[1]</sup> requirements, and that off-premises A-frame signs shall not be permitted.  
[1] *Editor's Note: See 42 U.S.C. § 12101 et seq.*
  - (9) The sign shall not be displayed at any time when snow has accumulated on or has not been completely removed from the sidewalk in front of the premises where the sign is permitted.
- B. Animated and moving signs. A sign or other display with either kinetic or illusionary motion, powered by natural, manual, mechanical, electrical or other means, including but not limited to flags

having commercial messages, all pennants, banners, streamers, propellers and discs, flashing signs, signs with illuminated elements that are used to simulate the impression of motion and searchlights, video display signs, and Tri-Vision or equivalent signs (e.g., a sign that has rotating, triangular cross-section members which change the sign's display in its entirety).  
[Amended 12-18-2006 by Ord. No. 9-2006]


- C. Flashing and message signs. Any signs that include lights or messages which change, flash, blink or turn on and off intermittently, but specifically excluding time and temperature signs which display no other text or images.
- D. Glaring signs. Signs with light sources or which reflect brightness in a manner which constitutes a hazard or nuisance. This includes signs with fluorescent text, graphics or background, as well as holographic signs.
- E. Inflatable signs and other objects. Signs and other objects that are inflated, including but not limited to balloons. One bouquet of balloons shall be allowed on premises that sell balloons. Balloons shall also be permitted in temporary situations or on special occasions at a residence.
- F. Mirrors. A mirror device used as part of a sign.
- G. Multiple signs. Multiple signs, logos or insignia on a canopy or canopies attached to a building or other structure.
- H. Obstructive signs. A sign or other advertising device erected or maintained at any road intersection in a manner which obstructs free and clear vision of the intersection.
- I. Posters and handbills. Any signs affixed to any structures, trees or other natural vegetation, rocks or poles.
- J. Roof signs.
  - (1) Roof signs are on-premises signs and shall conform to § 215-87 and all other sections of this chapter. Acceptable and prohibited roof signs are illustrated in Figures 1-1 and 1-2. Eaves, lower ridges and upper ridges are illustrated in Figures 1-1 and 1-2.
    - (a) With the exception of gambrel, mansard and hip-on-gable roof signs, roof sign height shall not exceed 25% of the vertical height from the roof eaves to the highest roof ridge (see Figures 1-1 and 1-2).
    - (b) The height of roof signs on gambrel, mansard and hip-on-gable roofs shall not exceed 25% of the vertical height from the roof eaves to the lower roof ridge (see Figures 1-1 and 1-2).
    - (c) Cross-hipped roofs may contain only one sign on the roof area that is parallel to and facing the street (see Figure 1-2).
    - (d) Roof signs are prohibited on flat roofs with eaves and on flat roofs with parapets (see Figure 1-2).
    - (e) All roof signs shall be affixed to the roof of a structure. The supporting design should be structurally sound, as determined by the Zoning Officer and the Borough Engineer.


Borough of Mount Pocono, PA  
Friday, February 17, 2023

## Chapter 164. Signs

[HISTORY: Adopted by the Borough Council of the Borough of Mount Pocono 2-18-2003 by Ord. No. 3A-2003. Amendments noted where applicable.]

### ATTACHMENTS

Attachment 1 - Figure 1-1 

Attachment 2 - Figure 1-2 

Attachment 3 - Application for Sign Permit 

### § 164-1. Statement of purpose, intent and jurisdiction.

Signs constitute a separate and distinct use of the premises upon which they are placed and also affect the use of adjacent roads, streets, walkways and other properties. The provisions of this chapter are made to establish reasonable and objective regulations for all signs in this municipality which are visible to the public, in order to protect the general public health, safety, welfare, convenience and aesthetics. This chapter is also intended to serve the public's need to be given helpful directions and to be informed of available products, businesses and services. All signs in the Borough of Mount Pocono that are visible to the public shall be subject to this chapter.

### § 164-2. Definitions.

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

#### **FACADE**

Any structure or part of a structure attached to, or otherwise mounted parallel to, a wall or other vertical part of the structure.

#### **GROSS SURFACE AREA**

The entire area within a single continuous perimeter composed of a single face enclosing the extreme limits of characters, lettering, illustrations, ornamentation or other figures, together with any other material, design or color forming an integral part of the display, including the frame.

#### **PUBLIC**

The members of the community as a whole or any particular part of the community.

#### **RESORT/COMMUNITY DEVELOPMENT**

A building or group of buildings located on a lot containing 10 acres or more. A resort/community development combines nonpermanent lodging with services, including food, retail sale of commodities, recreation and other amenities. A resort/community development may temporarily house owners and other residents who do not have full ownership of residential units, full-fledged members and their guests.

#### **ROOF**

The roof slab or deck with its supporting members, not including vertical supports.

#### **ROOF EAVES**



An on-premises sign for the convenience of the public giving directions, instructions, facility information or other assistance around a site, such as location of exits, entrances, parking lots, amenities and housing units, to encourage proper circulation. It may contain the logo of an enterprise but no other advertising copy.

**J. DIRECTORY SIGN**

A sign that displays the names and/or addresses of the establishments, housing units, amenities or uses of a building or group of buildings.

**K. FLASHING SIGN**

Any sign that has intermittent or changing lighting or illumination of a duration less than 30 seconds shall be deemed a flashing sign.

**L. FREESTANDING SIGN**

The general term for any sign that is permanently affixed to the ground and on a foundation. It is supported on a foundation by one or more upright poles or braces and is not attached to a building or any other structure.

**M. HOUSING AND COMMUNITY UNIT IDENTIFICATION SIGN**

A sign within a commercial resort community or common interest realty community (e.g., condo, co-op or planned community) identifying individual units, as well as groupings of units within the community.

**N. ILLEGAL SIGN**

- A sign that does not meet the requirements of this chapter or which is not a registered nonconforming sign. This specifically includes a sign that remains standing when the time limits set by the permit are exceeded and any sign not removed after notification from the Borough's Zoning Officer to remove the sign.

**O. ILLUMINATED SIGN**

A sign illuminated in any manner by an artificial light source, whether internally or externally lighted, including, but not limited to, neon signs and any sign that has characters, letters, figures, designs or outlines illuminated by artificial lighting.

**P. INFORMATIONAL SIGN**

Public or private directional, street or traffic signs, address numbers, names of buildings, rooms and other signs of a similar nature.

**Q. INSTRUCTIONAL SIGN**

A sign that provides direction or instruction to guide persons to facilities intended to serve the public (e.g., rest rooms, public telephones, public walkways, parking areas, commercial resort/community amenities, maps, housing units or transportation schedules).

**R. MARQUEE SIGN**

Any sign attached to a covered structure projecting from and supported by a building with independent roof and drainage provisions erected over a doorway or doorways as protection against the weather.

**S. MONUMENT SIGN**

A freestanding sign with a base affixed to the ground where the length of the base is at least 2/3 the horizontal length of the monument.

**T. NONCONFORMING SIGN**

A sign that met all legal requirements when constructed but is not in compliance with current sign regulations. A registered nonconforming sign is not an illegal sign.

**U. OFF-PREMISES SIGN**

- Sign, graphic or a display for commercial, industrial, institutional, service or entertainment purposes, promoting products, uses or services conducted, sold or offered somewhere other than upon the same premises where the sign is located and whose purpose is to sell or identify a product, service or activity. In the context of this subsection, the word "premises" shall be

- (3) Flagpoles shall not exceed 40 feet in height.
  - (4) Wall-mounted flags, emblems, insignias or logos shall be limited to one per property and shall not exceed 40 square feet in area.
- C. Garage or yard sale signs. Signs advertising garage sales or yard sales are permitted provided that no sign shall exceed four square feet in area and is not erected more than four days prior to the event. One yard sale sign shall be allowed on-premises. All signs must be removed one day after the close of the garage or yard sale.
  - D. Handicapped parking space. Signs not exceeding two square feet in area reserving parking for handicapped individuals.
  - E. Name and address. Up to two signs, containing the address and the number and/or name of occupants of the premises, that do not exceed two square feet in area per side and do not include any commercial advertising or other identification.
  - F. Private drive signs. On-premises private drive signs are limited to one per driveway entrance, not exceeding two square feet in area, with language limited to the words "private drive" and the addresses of any residents using the private driveway.
  - G. Public signs. Signs erected by government agencies or utilities, including traffic, utility, safety, railroad crossing and identification signs for public facilities and any signs erected by the Borough under the direction of the Borough Council.
  - H. Security and warning signs. On-premises signs regulating the use of the premises, such as "no trespassing", "no hunting" and "no soliciting", that do not exceed one sign of two square feet in area in residential zones and one sign of five square feet in area in commercial and industrial zones. These limitations shall not apply to the posting of conventional "no trespassing" signs in accordance with state law.
  - I. Temporary real estate signs. Display of these signs shall be limited to one per property and six square feet in area in residential zones and 32 square feet in all other zones. These signs must be removed within 30 days of closing or leasing of the property.

## § 164-6. Prohibited signs.

The following signs are expressly prohibited unless otherwise stated in these regulations:

- A. "A" frame/wheeled signs. Any portable "A" frame or similar portable sign except on a temporary basis not to exceed 72 consecutive hours and not more than once per year.
- B. Animated and moving signs. A sign or other display with either kinetic or illusionary motion powered by natural, manual, mechanical, electrical or other means, including, but not limited to, flags having commercial messages, all pennants, banners, streamers, propellers and discs, flashing signs and signs with illuminated elements that are used to simulate the impression of motion and searchlights.
- C. Flashing and message signs. Any signs that include lights or messages which change, flash, blink or turn on and off intermittently, but specifically excluding time and temperature signs which display no other text or images.
- D. Glaring signs. Signs with light sources or which reflect brightness in a manner which constitutes a hazard or nuisance. This includes signs with fluorescent text, graphics or background, as well as holographic signs.
- E. Inflatable signs and other objects. Signs and other objects that are inflated, including, but not limited to, balloons. One bouquet of balloons shall be allowed on premises that sell balloons. Balloons shall also be permitted in temporary situations or on special occasions at a residence.

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# Mount Pocono Borough

Memorandum

To: The Planning Commission  
From: Joshua Walker, Borough Manager  
Date: Monday, January 30, 2023

Dear Commissioners,

At the Borough Council work session on January 17, 2023, the Council discussed changes to, and the addition of, various ordinances. Please review the ordinances and provide recommendations. The Ordinances and comments from the Borough Council are as follows:

## **Short Term Rental Ordinance**

- Permit only in C-1 and C-2 Commercial zones.
- Permits are non-transferrable. See Chapter 154-14 in model ordinance.

## **Tree Ordinance**

- The Council enacted a tree ordinance in 2007. The Council repealed this tree ordinance in its entirety in 2017. The Council is now considering enacting a simple tree ordinance to include the following:
  - The tree can only be cut if it is a certain distance from the residence.
  - The tree can only be cut if it is a certain diameter.
  - The tree can only be cut if it is dying or poses a threat to its surroundings.

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The Council would appreciate you reviewing these ordinances and providing comments that will be considered at the next work session.

Respectfully,

*Joshua Walker*

Joshua Walker  
Borough Manager

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INTEROFFICE MEMORANDUM

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TO: MOUNT POCONO BOROUGH COUNCIL

FROM: LINDSAY SCERBO, ZONING ADMINISTRATOR

SUBJECT: SHORT TERM RENTAL ORDINANCE AMENDMENT

DATE: NOVEMBER 14, 2022

CC: JOSHUA WALKER, BOROUGH MANAGER  
JAMES FARERI, BOROUGH SOLICITOR

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Borough Council:

The Zoning Officer recommends the Borough Council consider an amendment to the stand-alone Rental Property Ordinance, specifically the subsection regarding Short Term Rentals. We ask that you consider the following recommendations:

- The Monroe County Model Short Term Rental Ordinance, attached to this memorandum, is an extremely helpful resource that we can use while amending the Ordinance. The Zoning Office highly recommends that we model our Ordinance after it.
- The Zoning Office agrees with your proposal that any of the current short-term rental properties in the R-2 Zoning District, that have obtained Conditional Use approval, shall be allowed to remain in that district, and upon a change in ownership, that grandfathered approval would cease. The Zoning Office believes that STRs do not reflect the nature of a residential neighborhood and can be quite a nuisance to neighboring properties.
- The Zoning Office believes that the \$500.00 fee that we are currently charging is sufficient. However, there needs to be a discussion of whether there be an inspection required for initial issuance as well as annual renewal, as the current Ordinance does not require one. It is our recommendation that we charge one flat rate for both the initial permit as well as the annual renewal.
- The Zoning Office has some concerns regarding the proposal to begin vetting owners and property managers to see if they are registered sex offenders. It is our recommendation that you seek counsel regarding this matter, as we believe it may possibly be infringing on the owner and managing agent's civil rights.
- We do not feel that it should be a requirement that there be no Short Term Rentals within 100 feet of a school bus stop. It is our belief that this would create a lot of unnecessary research on behalf of the Zoning Office as well as the local school district, as we would

have to be in contact with them for updated bus routes quite frequently. One question that we pose to you is this: If there is a legally established STR operating and a family with school-aged children moves next door, would we have to revoke the STR permit based solely on the fact that the neighboring children would be using school transportation?

- The Zoning Office does not see any issues with there being more than one short-term rental license under one ownership. In our past experience, we have not had any issues with owners maintaining multiple short-term rental properties.

1. I think that it would be helpful to define the "Code Enforcement Officer" or "Code Official". An example definition that we could add is "The official who is charged with the administration and enforcement of this chapter, or any duly authorized representative."

2. In Section 124-15(4) I think it would be helpful to mention that each unit would require separate short term rental applications/fees/etc.

3. I think that we could add a definition for "Owner." An example definition is "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or Borough as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court."

4. We could add a definition for "tenant" An example definition is "For purposes of this chapter the term "tenant" shall refer to the primary individual (transient tenant) who signed an agreement with the owner or owner's agent for the temporary use of a TDU for 30 consecutive calendar days or less. Such individual must be at least 21 years of age."

5. In the first sentence of the Scope section of the Ordinance, I think that we should amend it to say "...non-residential structures to residential dwellings, and all existing premises within the Downtown Commercial (C-1) and General Commercial (C-2) Zoning Districts of the Borough.

6. I think we should amend the "permit required" section to state: Effective upon enactment of this chapter, all owners must obtain a STR permit for all dwelling units intended for use as STR prior to renting out a dwelling unit as a STR. Operating a STR without a STR permit is a violation of this chapter and is subject to the criminal prosecution and the penalties set forth below. Owners or their agents must complete the STR permit application and submit it to the Borough Zoning Officer for processing. No property may be used as a STR until a STR permit has been granted by the Borough Zoning Officer. The Borough will prescribe the forms and procedures for processing of STR permit applications under this chapter. The owners must provide all requested information concerning the dwelling unit and must agree, in writing, to comply with all the requirements of this chapter. STR permits are nontransferable. If ownership of a STR changes, the new owner(s) must complete a new STR permit application form before renting out any part of the dwelling unit for a short-term rental and must pay the annual fee. Upon the submission of a complete STR permit application to operate a STR, the Borough will have 15 business days to inspect the property and either grant or deny the request for a STR permit. If after 15 business days the Borough has not acted on the STR permit application, the STR permit application shall be deemed denied. If the STR permit application is denied due to the lack of information, the applicant will be given the opportunity to provide the requisite information and resubmit the STR permit application.

7. Under the permitting section in bullet point #6, I think that we should just do a subsection with all of the STR standards. What follows is an example of what I was thinking:

(1)

The STR permit shall only be issued in the name of the owner of the STR.

(2)

A separate STR permit is required for each STR.

(3)

Each owner shall maintain at least \$500,000 in liability insurance on the STR for the full duration of their STR permit annual term and provide proof of the same to the Borough.

(4)

Each owner shall provide a copy of the current Monroe County Hotel Room Excise Tax Certificate and current Pennsylvania Sales Tax License, if such Certificate is required by the applicable regulations.

(5)

A copy of their STR form agreement which states that the tenant(s)' acknowledge that violation of the STR agreement or this chapter may result in termination of the owner's STR permit.

(6)

All STRs must be either owner-occupied, or if not owner-occupied must designate a local person in charge. A person in charge, who may or may not be an/the owner, must reside in or have an office within 15 miles of the STR and be able to act as the legal agent for the owner(s). The Borough must be notified, in writing, within 14 days of the change if there is a change of ownership or in the identity of the person in charge.

(7)

The owner or person in charge shall respond to the Code Official within one hour after being notified by the Code Official of the existence of a violation of this chapter or any disturbance requiring immediate remedy or abatement. If the person in charge is not the owner, they shall immediately advise the owner of any notification of a violation. Owners and persons in charge must maintain all STR dwelling units under their ownership and/or control in compliance with all applicable Borough ordinances and regulations as established by the Borough . Owners, persons in charge, and tenants shall be liable for violations of laws and/or ordinances, including, but not limited to, occupancy violations, at STR dwelling units under their ownership, control, or occupancy.

(8)

The condition of any STR must fully comply with the health safety welfare standards as adopted by resolution of the Borough.

(9)

The owner shall limit overnight occupancy of the STR to the specific number of tenants designated in their STR permit.



(10)

Overnight occupancy of a STR shall be limited to no more than two persons per bedroom plus four additional persons per STR or a maximum of 14 occupants per STR, whichever is less. The maximum number of day guests allowed at any one time, in addition to the overnight occupants, shall not exceed 75% of the maximum overnight occupancy of the STR.

(11)

No on street or yard parking will be permitted at any time. No tents are permitted. No recreational vehicles, campers, buses or other large vehicles may be parked on the STR property at any time. Outdoor overnight sleeping of tenants or guests is prohibited on a STR property.

(12)

The owner is responsible for any trash or noise disturbance that is created or caused by any tenant. Failure to have adequate trash storage and weekly collection service or to stop a noise disturbance caused by the tenant will result in a Notice of Violation.

(13)

The number of bedrooms permitted for a STR shall not exceed the number of bedrooms approved for the dwelling unit on the sewage permit issued for such property. Where there is no sewage permit on record, the STR shall be limited to three bedrooms unless proof is provided to the Sewage Enforcement Officer that the septic system is adequate to handle additional flows. Any STR advertising more than by having the system approved by the Sewage Enforcement Officer, or by providing a septic permit previously issued by a Sewage Enforcement Officer. If a sewage system malfunction occurs, the STR of the dwelling unit shall be discontinued until the malfunction is corrected in accordance with the Borough and Pennsylvania Department of Environmental Protection requirements.

(14)

A STR shall not have any outside appearance indicating a change of use from the surrounding residential uses.

(15)

Fireworks and floating lanterns are prohibited.

(16)

Subleasing all or a portion of the dwelling unit is prohibited.

B.

STR permit posting requirements. Each STR permit granted will include a public notice placard. It is the owner's responsibility to post the notice on the front door of the STR.

This notice shall remain on the front door at all times, and it is the owner's responsibility to ensure that it remains legible.

C.

All Short Term Rentals shall have a clearly visible and legible notice posted within the dwelling unit on or adjacent to the front door containing the following information:

\_(All of the stuff that you had listed in the draft)

8. I am not sure if a section on what is to be included in the application is necessary, as we will be the ones creating the document.

9. We need to change the section number listed in 154-17(E) so that it refers to section 154-19 (Inspections required).

10. In the fee section, should we change "as may be established by resolution duly adopted by the Borough Council" to "in accordance with the Official Fee Schedule?"

11. In section 159-19(A) we should add at the end "...operating requirements are being complied with."

12. In 159-19(B) we could add "...with this chapter or any other applicable Ordinances. Rather, the STR permit indicates that the dwelling unit is either set to be inspected on a routine basis or, if inspected, the dwelling unit met this chapter or other applicable ordinance requirements on the day and at the time of the inspection."

13. For the Violations and Penalties Section, I think that this wording may be helpful:

A.

Any violation of this chapter which has not been corrected within the time frame set forth in the notice of violation shall be enforced by action brought before a Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, partnership, corporation or other entity who or which violates or permits a violation of the provisions of this chapter shall, upon conviction in a summary proceeding, pay a fine of not less than \$500 nor more than \$1,000 per violation, plus all court costs and reasonable attorney's fees incurred by the Borough in the enforcement proceedings, and/or be imprisoned to the extent allowed by law for the punishment of summary offenses. Each day or portion thereof that a violation exists or continues shall constitute a separate violation. Further, the appropriate officers or agents of the Borough are hereby authorized to seek equitable relief, including injunction, to enforce compliance with this chapter. All fines, penalties, costs and reasonable attorneys' fees collected for the violation of this chapter shall be paid to the Borough for its general use.

B.

In addition to, but not in limitation of, the provisions of this section, the Zoning Officer or Code Official may either revoke, or deny an application to renew, a STR permit, for

failure to comply with the STR permit, the provisions of this chapter or to provide accurate information on the STR permit application. The STR permit will be revoked, or application to renew denied, for a period of one year for two uncured or repeated violations of this chapter. The Zoning Officer or Code Official shall issue, in writing, a notice of revocation or denial to the owner. (I am unsure if we should give them three violations within a year before we revoke their license. Shawn and Jim, What are your thoughts?)

14. In 154-25, I think that we should amend subsection A to state “30 days of the date of the determination appealed from” rather than the denial of an application or revocation of a permit.

## INTEROFFICE MEMORANDUM

**To:** Mount Pocono Borough Council  
**From:** Lindsay Scerbo, Zoning Administrator  
**Subject:** Tree Ordinance Adoption  
**Date:** January 12, 2023  
**Cc:** Shawn McGlynn, Borough Zoning Officer  
Joshua Walker, Borough Manager

Borough Council:

The Zoning Office recommends to Borough Council that you consider the following recommendations regarding the adoption of a standalone Tree Ordinance.

- §197-5 of the proposed Ordinance states that there may be no clearing on any improved parcels. With that, we believe that it would be beneficial to include a definition of an improved parcel to the Ordinance.
- §197-11 lists a definition for “Remove or Removal.” Within the definition itself, the word remove is used multiple times, which could be quite counterintuitive and ineffective in relaying the meaning of the definition itself.
- §197-7(A) of the proposed Ordinance states that a tree survey and protection plan shall be required when submitting applications for any building, zoning, demolition, or tree removal permits in the Borough. It is the opinion of the Zoning Office that a tree survey and protection plan is not necessary for all permit applications being submitted. For example, if a person is to submit a zoning permit application for a change of use to a no-impact home based occupation, why should we require that they produce a tree survey and protection plan if there will be no impact on the exterior of the property?

- The Zoning Office has collaborated with the Monroe County Conservation District to get their opinion of this proposed Ordinance. A Conservation Specialist for the MCCCD stated that they did not see any regulations within the proposed Ordinance that would supersede the regulations set forth by the Department of Environmental Protection or National Pollutant Discharge Elimination System (NPDES) requirements. An additional comment made by the Conservation Specialist is that issues may arise when the Ordinance requires an Erosion and Sediment Control Plan (E&S) approved by the MCCCD, yet one may not be required by Chapter 102, Erosion and Sediment Control, of the PA DEP regulations.
- The extensive list of exemptions that you have created for this Ordinance may rule out a majority of the tree removal, grading, filling, or vegetation removal that would be happening in the Borough. With that in mind, it should be considered if it is worth adopting this Ordinance or not, based on the fact that a majority of the projects in the Borough would be excluded from the regulations set forth in this Ordinance.

# TREES

## **Section 1. Definitions**

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

PERMIT – A permit, in writing, as issued by the Secretary of the Shade Tree Commission of the Borough or the appropriate designated agent or representative of the Borough.

PERSON – Includes individuals, corporations, groups of individuals, firms, associations and their servants, agents or other employees.

PUBLIC AREA – That area, including cartway and sidewalk, within public right-of-way lines, for streets, highways, alleys and public ways within the Borough and also all property owned by the Borough.

TREE – Any tree, shrub or other woody plant in or upon any public street, highway, avenue, park, parkway or other public areas or that part of any tree, shrub or other woody plant which extends within the lines of any public street, highway, avenue, park, parkway or other public areas in the Borough.

## **Section 2. Shade Tree Commission**

- A. There shall be created a Commission known and designated as the “Shade Tree Commission”. The Commission shall consist of three (3) members, all of whom shall serve without compensation. Upon the expiration of the initial terms of office, members shall be appointed to serve terms of four (4) years. Upon a vacancy occurring or upon the expiration of the term of any Commissioner, a successor shall be appointed by the Borough Council to serve the balance of the said unexpired term. The Borough Council may, from time to time, appoint ad hoc, nonvoting members.
- B. The Commission shall have the exclusive custody and control of all shade trees in the Borough. The Commission shall have the authority to adopt such rules and regulations as may be necessary for the purpose of carrying out the intent of this Ordinance. Such regulations for the planting, care, trimming and removal of trees shall not only be aimed at the elimination of economic waste by reason of damage to the public property and/or the property of others and the public health, safety and welfare, but also the beautification of the streets, highways, avenues, parks, parkways and other public areas of the Borough. In carrying out the provisions of this Ordinance, it may be guided by the standards of the National Shade Tree Conference or any other similar organizations which promulgate standards which would carry out the intent of this Ordinance.

- C. The Commission shall include but not be limited to studying the problems and determining the needs of the Borough in connection with its tree planting program, to recommend to the Borough Council the type and kind of trees to be planted upon such borough streets, parks of the borough or parks as designated to assist the Borough, as well as the citizens of the Borough in the dissemination of news and information regarding the selection, planting and maintenance of trees within the Borough limits, whether the same shall be on private or public property, and to make recommendations, from time to time, to the Borough Council regarding desirable legislation regarding the tree program activities of the Borough, to provide regular and special meetings at which the subject of trees, insofar as it relates to the Borough, may be discussed by members of the Commission, officers and personnel of the Borough and its several divisions and all others interested in the tree program.
  
- D. The Commission shall have the authority to prepare and adopt a street tree plan for all trees in or upon the public streets, highways, avenues, parks, parkways and other public areas which, in its opinion, shall effectuate the provisions of this, provided that such plan shall not become effective until approved by the Borough Council.

### **Section 3. Removal or planting of shade trees.**

It shall be unlawful for any person to plant, remove, mutilate or cut down any shade tree or do or cause to have done a major or total pruning of any shade tree within a public area without first obtaining a permit and doing the same in conformance with said permit, except that it shall not be unlawful to do the following without a permit or approval of the Commission:

- A. Trim shade trees to conform to the clearance requirements of this Ordinance, trim or prune shrubs and bushes within the public area, remove or cut off low-hanging or broken branches of trees which create or may create a public nuisance or danger;
  
- B. Carry out normal repair, upkeep, minor pruning and trimming; or
  
- C. To prune, trim or cut for the maintenance of public utility facilities.

### **Section 4. Permit requirements.**

No tree shall be planted or removed in or upon any public street, highway, avenue, park, parkway or other public areas without a written permit; such permit to designate the type of tree and place where such tree is to be planted or removed. The Commission shall have authority to designate the suitable type of tree and may refuse a

permit to plant any type of tree which, in its opinion, is not suitable to the location. All persons shall first obtain a written permit before doing or having done any work for the care, pruning or trimming of any tree in or upon the public streets, highways, avenues, park, parkways and other public areas, and such work shall be done to the satisfaction of the Commission.

#### **Section 5. Planting near streets and sidewalks restricted.**

No tree shall be planted in or upon the public streets, highways, avenues, park, parkways and other public areas of the Borough within five (5) feet of any driveway, nor shall any tree on private property adjacent to the sidewalk be planted within three (3) feet there from. No tree shall be planted nearer to the intersection of any two (2) or more streets than twenty-five (25) feet from the point of intersection of any two (2) public right-of-way lines.

#### **Section 6. Minimum clearance over walks and highways responsibility for trimming.**

All trees shall be kept trimmed so that the minimum clearance where they overhang any public walk shall be nine (9) feet, and the minimum clearance where the trees overhang any public street or highway shall be eleven (11) feet. However, the Commission reserves the right to designate a higher clearance on certain highways where heavy traffic or other conditions make it expedient. All trees standing on private property and having branches projecting over a public highway shall be kept trimmed by the owner of such private property so that the lowest branches shall have a minimum clearance specified above or such other clearance as may be specified by the Commission. In case the owner of such property shall neglect or refuse to trim the trees upon being notified, in writing, by the Commission or the Borough's designated agent so to do, the Borough may, after the expiration of thirty (30) days of said notification, cause such trimming to be done at the expense of the owner, and the entire cost thereof shall be a lien upon said premises and shall be filed and collected by the Borough in the same manner as municipal claims are filed and collected and/or as hereinafter provided by this Ordinance.

#### **Section 7. Removal of diseased trees.**

The Commission or its designated representative or an appropriate Borough official may, upon (30) days' written notice to the property owner, require the removal of diseased trees, and, upon the failure of the owner to do so, within thirty (30) days thereafter, the Commission may do so and collect the costs thereof as hereinbefore and hereinafter provided.

#### **Section 8. Appropriation of funds and designation of workers.**

For the purpose of defraying the cost of the planting, trimming, maintenance and removal of trees and such other expenses of the Commonwealth, the Council may



appropriate necessary funds or designate Borough workers to do the required services. The Commission may hire no employees or have the work done without prior approval of the Council of the Borough.

#### **Section 9. Collection of costs; costs to become lien**

Whenever it is necessary for the Commission or the Borough to trim or remove trees by reason of the failure of the property owner so to do after thirty (30) days' notice, the Borough may levy and collect the costs thereof from the owner of the property. The cost of such work shall be a lien upon the premises from the time of the commencement of the work, which date shall be fixed by the Borough Engineer and shall be filed with the Borough Secretary. Any such lien may be collected by an action in assumpsit or by lien filed in the manner provided by law for the filing and collection of municipal claims. The Borough Secretary shall cause thirty (30) days' written notice to be given the persons against whose property an assessment has been made, which notice shall state the amount of the assessment, the time and place of payment and certificates from the Commission and the Engineer as to the work performed. In the event of nonpayment within thirty (30) days thereafter, the same may be collected as herein provided.

#### **Section 10. Permit applications; bond requirements; authority to grant or deny permit.**

- A. An application for a permit shall be made, in writing, to the Borough Secretary, on a form provided by him or her. It shall specify the particular kind of work or operation the applicant desires to perform, the exact location and the species of any shade tree affected, the owner of the property and the person who will do the work. It shall be the duty of the Borough Secretary to submit every such application promptly to the Commission for approval or disapproval. The permit shall be valid for a term of sixty (60) days but may be removed at any time upon proof satisfactory to the Commission that any of the terms or conditions upon which such permit was issued have been violated.
- B. The Commission, in its discretion, may, as a condition precedent to the issuance of the permit, require the applicant to file a bond satisfactory to the Commission or to deposit security satisfactory to it, to guarantee the compliance by the applicant with the terms and conditions upon which such permit was issued; and which bond shall not be more than double the estimated costs of such work. The applicant for any permit shall, at the time of his application, pay to the Borough Treasurer for the use of the Borough a fee of one dollar (\$1.00). For major work, the Commission shall require a certification of insurance against personal injury or property damage.

C. Authority to grant or deny a permit and impose condition in a permit.

- 1) The Commission shall review each application for a permit and shall grant or deny said application, and, if granted, it shall state in the permit the type or species of shade tree to be planted or removed, cut, trimmed or pruned and may set forth specifications for doing the same. It shall then be unlawful to plant, remove, cut, trim or prune any shade tree contrary to specifications set forth in a permit.
- 2) The Commission, in carrying out its duties hereunder and in issuing permits, shall adhere to the standards adopted by the National Shade Tree Conference or any other similar recognized organization or body which promulgates standards and which carries out the intent of the regulations herein.
- 3) It shall not be necessary for the Borough to obtain a permit to do any work on public areas owned in fee simple or rented by it, but no such work shall be done without consultation with the Commission, except as provided by the exceptions of Section 3 above.

**Section 11. Removal of dead trees**

It shall be the responsibility of the Shade Tree Commission to order the removal of any dead tree after it has been determined by the Commission that the removal is necessary for the safety of the community.

**Section 12. Prohibitions**

No person shall, without first obtaining a permit therefore, cut, break, climb with spurs, injure in any manner or remove any shade tree or cut down or interfere in any way with the main roots of any shade tree or spray any shade tree with any chemical or insecticide or place any rope, guy wire, cable, sign, poster or any other fixture on any shade tree or guard for any shade tree or injure, misuse or remove any device placed to protect any shade tree, except in case of immediate necessity for the protection of life or property.

**Section 13. Required open space around trees**

Every owner or occupier of property shall maintain an area of open space, not less than four (4) square feet around the base of every tree, which space shall be so maintained as to permit the free passage of air and water to the roots of such tree.

#### **Section 14. Injurious acts prohibited**

No person shall pour salt water, oil or any other material at any place in such manner that injury might result to any shade tree.

#### **Section 15. Violations and penalties**

Any person who shall violate or fail to comply with the terms and provisions of this Ordinance or with any of the regulations and rules promulgated by the Shade Tree Commission of the Borough shall be liable, on conviction thereof, to a fine or penalty not exceeding three hundred dollars (\$300.00) for each and every offense, and whenever such person shall have been notified, by the Shade Tree Commission or by service or summons, in prosecution or in any other way, that he is committing such violation, each day in which he shall continue such violation after such notification shall constitute a separate offense punishable by like fine or penalty. Such fines or penalties shall be collected as prescribed by law. In the event of a second or repeated offense, any person who shall violate or fail to comply with any of the regulations of the Shade Tree Commission of the Borough and all of the terms and conditions of this chapter and amendments thereto shall be liable to conviction, fine or penalty up to five hundred dollars (\$500.00) for each and every repeated offense, and, whenever such person shall have been notified by the Shade Tree Commission or by service or summons in prosecution or in any other way that he is committing such violation, each day in which he shall continue such violation after any such notification shall constitute a separate offense punishable by like fine or penalty. Such fines or penalties shall be collected as prescribed by law.

This is a sample ordinance. We suggest that it be modified, as appropriate, to fit the needs of your borough. We also suggest that all proposed ordinances be reviewed by your solicitor. Although these are samples of ordinances which have been adopted by other municipalities, the Association cannot assume responsibility for ensuring their legality. We are pleased to provide this service free of charge to our members. If we can be of further assistance, please do not hesitate to contact us: PENNSYLVANIA STATE ASSOCIATION OF BOROUGHES, 2941 North Front Street, Harrisburg, PA 17110. 717-236-9526.

**SAMPLE MUNICIPAL TREE  
ORDINANCE – WITH TREE BOARD**

Be it ordained by the City Council of the City of:

(City) \_\_\_\_\_

(State) \_\_\_\_\_

**Section 1. Purpose.**

To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, creates a Tree Advisory Board, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

**Section 2. Definitions.**

As used in this Article, the following words and phrases shall have the meanings indicated:

*Damage* – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

*Nuisance* – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

*Parkway* – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

*Public property* – all grounds and rights-of-way (ROWs) owned or maintained by the City.

*Public tree* – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

*Top or Topping* – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

**Section 3. Authority and power.**

- (a) *Delegation of authority and responsibility.* The Director of the \_\_\_\_\_ Department and/or his designee, hereinafter referred to as the "Director", shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- (b) *Coordination among city departments.* All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Director.
- (c) *Interference.* No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

**Section 4. Tree advisory board.**

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

- (a) *Membership.* The Board shall consist of seven members approved by City Council. Members of the Board will serve without compensation.
- (b) *Term of office.* Board members shall be appointed for three-year staggered terms. If a vacancy shall occur during the term of any member, a successor shall be appointed by City Council.
- (c) *Officers.* The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
- (d) *Meetings.* The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.
- (e) *Duties.* The Board shall act in an advisory capacity to the Director and shall:
  - (1) Coordinate and promote Arbor Day activities;
  - (2) Review and update a five-year plan to plant and maintain trees on city property;
  - (3) Support public awareness and education programs relating to trees;
  - (4) Review city department concerns relating to tree care;
  - (5) Submit an annual report of its activities to the city council;
  - (6) Assist with the annual application to renew the Tree City USA designation;
  - (7) Develop a list of recommended trees for planting on city property, and a list of prohibited species; and
  - (8) Other duties that may be assigned by City Council.

**Section 5. Tree planting and care standards.**

- (a) *Standards.* All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (b) *Requirements of franchise utility companies.* The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (c) *Preferred species list.* The Director shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.
- (d) *Planting distances.* The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant.
- (e) *Planting trees under electric utility lines.* Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.
- (f) *Protection of public trees during construction.* Any person, firm, corporation, or city department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

**Section 6. Prohibition against harming public trees.**

- (a) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.
- (b) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.
- (c) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.

**Section 7. Adjacent owner responsibility.**

- (a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.
- (b) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

**Section 8. Certain trees declared a nuisance.**

- (a) Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.
- (b) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Director within the written notification period.

**Section 9. Violations and penalty.**

Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense.

**Section 10. Appeals.**

Appeals to decisions by the Director, the Tree Advisory Board, or penalties imposed after violations of this ordinance, shall be heard by City Council.

*Borough of Bath, PA  
Thursday, March 16, 2023*

## Chapter 604. Trees

[HISTORY: Adopted by the Borough Council of the Borough of Bath as indicated in article histories. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Parks and recreation places — See Ch. 440.

Property maintenance — See Ch. 470.

## Article I. Recreation Places; Shade Trees; Forests

[Adopted 4-1-2013 by Ord. No. 2013-630]

### § 604-1. Definitions.

The following words and phrases, when used in this article, shall have the meaning hereby ascribed to them, except in those instances where the context already indicates a different meaning:

#### **PARK**

A park or play area owned or leased by the Borough of Bath and dedicated to public use as a recreational area.

#### **PERSON**

Any natural person, firm, association, partnership or corporation.

#### **RECREATION PLACES**

Any area, whether attached to a park or not, which is owned or leased or maintained by the Borough of Bath for recreational purposes, such as public parks, parkways and playgrounds, playfields, swimming pools, public baths, bathing places indoor recreation centers, gymnasiums or other areas intended for recreational public use.

#### **SHADE TREE**

Any tree, shrub or other woody plant within the right-of-way of any public highway in the Borough of Bath, in any park or recreational area owned or leased by the Borough of Bath, or that part of any tree, shrub or other woody plant which extends within the right-of-way lines of any public highway, walkway, or thoroughfare.

### § 604-2. Authority of Borough Council over recreation places.

A. Borough Council shall have the power to provide, maintain, and regulate recreation places within the Borough limits or in any adjacent municipal corporation if the other municipal corporation shall, by ordinance, signify its consent thereto, pursuant to Section 2701 of Article XXVII of the Borough Code (reenacted May 17, 2012, P.L. 262, No. 43).<sup>[2]</sup>

[2] *Editor's Note: See 8 Pa.C.S.A. § 2701.*

B. Borough Council, or its designated appointee, shall have the exclusive authority concerning the equipping, management, maintenance and scheduling of use of all recreation places within the Borough of Bath. Expansion of recreation places shall be determined at the discretion of only Borough Council via resolution or ordinance where required by law.

C. Borough Council shall hold all powers pertaining to recreation places as described in Sections 2701, 2702, 2703, 2708, 2709, 2710 and 2713 in Article XXVII of the Borough Code (reenacted May 17, 2012 P.L. 262, No. 43).<sup>[3]</sup>

[3] *Editor's Note: See 8 Pa.C.S.A. §§ 2701, 2702, 2703, 2708, 2709, 2710, and 2713, respectively.*

[1] *Editor's Note: See Ch. 440, Parks and Recreation Places.*

### § 604-3. Authority of Borough Council over shade trees.

A. Borough Council shall have the exclusive authority of the care, custody and control of shade trees within the Borough of Bath. Council may from time to time and at its sole discretion, plant, transplant, remove, maintain and protect shade trees on any public highway, walkway, or thoroughfare. Trees whose branches and roots extend into the public right-of-way of such highways, walkways or thoroughfares or whose existence is determined to be a menace or nuisance to the usage of such are subject to the same. Council reserves the right to employ and pay persons as it sees necessary for the care and protection of shade trees within the Borough of Bath.

B. Trees, roots, or branches located a distance of at least 12 feet behind the curblineline or behind the sidewalk shall be deemed to be on private property.

C. Borough Council shall enact all regulations as they determine necessary in order to allow for the proper care and protection of shade trees located on public property owned or leased by the Borough and trees extending into the right-of-way of a public highway, walkway or thoroughfare, above and below the surface of the earth. Borough Council, or its designated appointee, shall enforce the regulations as pertaining to shade trees within the Borough of Bath.

D. Borough Council shall hold all powers pertaining to shade trees as described in Sections 2720, 2721, 2722 and 2724.1 in Article XXVII of the Borough Code (reenacted May 17, 2012 P.L.262, No. 43).<sup>[1]</sup>

[1] *Editor's Note: See 8 Pa.C.S.A. §§ 2720, 2721, 2722 and 2724.1, respectively.*

### § 604-4. Authority of Borough Council over forests.

A. Borough Council may acquire, by purchase, gift, or lease, and hold tracts of land covered with forest tree growth or suitable for the growth of trees, and administer the same in accordance with the practices and principles of scientific forestry, for the benefit of the Borough of Bath. Such tracts may be of any size suitable for the purpose and may be located within or without the Borough of

Bath limits, pursuant to Section 2751 of Article XXVII of the Borough Code (reenacted May 17, 2012, P.L.262, No. 43).<sup>[1]</sup>

[1] *Editor's Note: See 8 Pa.C.S.A. § 2751.*

- B. Borough Council shall hold all powers pertaining to forests as described in Sections 2751, 2753, 2754, 2755, 2756, 2757, 2758 and 2759 in Article XXVII of the Borough Code (reenacted May 17, 2012 P.L.262, No. 43).<sup>[2]</sup>

[2] *Editor's Note: See 8 Pa.C.S.A. §§ 2751, 2753, 2754, 2755, 2756, 2757, 2758 and 2759, respectively.*

## § 604-5. Parks and Recreation Committee of Borough Council.

- A. Council will, during its biennial reorganization, designate three Council members to serve as members of the Parks and Recreation Committee of Borough Council. The term of the appointment, subject to change by an act of Borough Council or by formal written resignation of the Committee member at any time, shall commence from the biennial reorganization meeting through to the duration of the next biennial reorganization meeting. One member of the Council shall be designated as Chairperson, as determined by Borough Council.
- B. The Parks and Recreation Committee of Borough Council shall make recommendations to the Borough Council for the equipping, maintenance, scheduling of use and expansion of all recreation places under the control of the Borough of Bath. Borough Council will take these recommendations under consideration and then take action in accordance with §§ **604-3**, **604-4** and **604-5**, as deemed necessary.
- C. The Committee shall recommend Park Rules to the Borough Council for adoption and posting at recreation places under control of the Borough of Bath. Borough Council will take these recommendations under consideration and then take action in accordance with §§ **604-3**, **604-4** and **604-5**, as deemed necessary.
- D. The Chairperson shall be responsible to report to the Borough Manager any information which may require discussion at a monthly Borough Council Meeting for the purpose of placing the item(s) on the agenda. The item(s) must be submitted to the Borough Manager at least one week prior to the scheduled Borough Council Meeting.

## § 604-6. Tree damage.

- A. No person shall plant, cut down or remove any shade tree under the jurisdiction of the Borough Council, or fasten any sign, wire, rope or other materials to, around or through any such shade tree, or deposit, place, store or maintain any stone, brick, sand, concrete or other material which may impede the free passage of water, air or fertilizer to the roots of any such shade tree, unless he or she shall first obtain permission from the Borough Council to do so.
- B. Exception: newly planted trees may be guyed to provide stability during the first growing season.

## § 604-7. Payment of damages.

In the event of a shade tree being damaged, Borough Council may make a charge for repairs to the tree, plus the devaluation of the tree, against the person causing the damage to said tree. In the event of a shade tree being destroyed by any person, the Borough Council may make a charge for the appraised value of the tree, plus the cost of removal and replacement thereof, against the person causing the destruction of said tree. Such payments must be made to the Borough of Bath Treasurer.

## § 604-8. Trees on private property.

- A. The owner of any property or parcel within the Borough of Bath shall be responsible for the maintenance of all trees on the property, and shall cause branches from any shade trees overhanging public highways, walkways or thoroughfares within the Borough of Bath to be trimmed so that they will not obstruct the light from any streetlight or obstruct any traffic sign, traffic signal or traffic device, and so that there shall be a clear height of 14 feet above the surface of the street and 10 feet over the sidewalk. If any property owner shall neglect or refuse to cause shade trees to be trimmed as required, the Borough may cause such trimming to be done at the expense of the owner either by Borough employees or a by a subcontractor.
- B. Where this amount is not voluntarily paid to the Borough Treasurer by the property owner, the Borough Council or its designated appointee shall initiate a civil enforcement proceeding as set forth in § 604-11.

## § 604-9. Trees affecting public health and safety.

- A. When any tree along public highways, walkways or thoroughfares within the Borough of Bath or growing on private property but overhanging any public highway, walkway or thoroughfare within the Borough of Bath, in the opinion of the Borough Council or its designated appointee, endangers the life, health, safety or property of the public, or is affected by any contagious disease or insect infestation, it shall be within the discretion of the Borough Council or its designated appointee to determine what remedy is necessary and whether or not such tree must be removed. The owner of the property shall be notified in writing of the existence of the danger, disease or insect infestation and shall be given reasonable time for removal of the same.
- B. If a dangerous, diseased or infested tree is not removed or corrected within the allotted time by the property owner, the Borough Council shall cause to be corrected or the tree removed, and the costs thereof shall be assessed to the property owner. Where this amount is not voluntarily paid to the Borough Treasurer by the property owner, the Borough Council or its designated appointee shall initiate a civil enforcement proceeding as set forth in § 604-11.

## § 604-10. Prohibited plantings.

No shade tree shall be planted on any public highway, walkway or thoroughfare in the Borough of Bath within 12 feet of the cartway where curbs have not been



constructed. Where no curb exists, setback footage should be specified stating footage behind proposed curblines where trees may be planted. In no case shall this distance be less than 12 feet. The location of the proposed curblines shall be determined solely by the Borough Engineer designated by Borough Council. Further, no trees shall be planted, either new or by replacement of an existing, in the grass area between the curb and sidewalk.

## § 604-11. Violations and penalties.

- A. Any person, firm or corporation who shall violate any provision of this chapter is subject to the penalties pursuant to the procedures described in Section 3321 of the Borough Code (reenacted May 17, 2012 P.L. 262, No. 43).<sup>[1]</sup> The Borough shall initiate a civil enforcement proceeding before a Magisterial District Judge. The civil enforcement proceeding shall be initiated by complaint or by such other means as may be provided by the Pennsylvania Rules of Civil Procedure. Penalties are not to exceed \$600 per violation.  
 [1] *Editor's Note: See 8 Pa.C.S.A. § 3321.*
- B. Any person, firm or corporation found guilty of violating an ordinance may be assessed court costs and reasonable attorney fees incurred by the Borough of Bath during in the enforcement proceedings.
- C. Borough Council reserves the right to delegate the initial determination of ordinance violation and the service of notice of violation to such officers or agents as the Borough shall deem qualified for that purpose.

## § 604-12. Recommended trees.

- A. Large trees. Recommended for shade trees within the right-of-way of public highways in the Borough of Bath and Borough recreation places. (Note: Not suitable to be planted under overhead utility lines.)

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Red Maple (Acer rubrum) • Red Sunset • October Glory	40 to 60H x 40 to 60W	Medium to fast 10 to 12 feet in 5 to 7 years	Sun/part shade	Moist	Yes	Food source: fruits and young shoots
Sugar Maple (Acer saccharum)	60 to 75H x 40 to 50W	Slow	Sun/part shade	Well drained	Yes	Food source: seeds and twigs
Armstrong Freeman Maple	50 to 70H x 50 to 20W	Fast	Sun/part shade	Well drained	Yes	Food source: seeds and twigs
Burr Oak (Quercus macrocarpa)	70 to 80H x 70 to 80W	Slow 15 to 20 feet over 20 years	Full sun	Wet/dry		Food source: acorns and twigs

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Chestnut Oak ( <i>Quercus prinus</i> )	60 to 70H x 60 to 70W	Medium to fast 12 to 15 feet over 7 to 10 years	Sun/partial shade	Well drained drought tolerant	Yes	Food source: acorns and twigs
Saw Tooth Oak ( <i>Quercus acutissima</i> )	35 to 45H x 35 to 45W	Medium 16 feet in 32 years	Sun	Well drained		Food source: acorns and twigs
Swamp White Oak ( <i>Quercus bicolor</i> )	50 to 60H x 50 to 60W	Slow to medium 12 to 15 feet over 10 to 12 years	Sun/partial shade	Drought tolerant	Yes	Food source: acorns and twigs
Willow Oak ( <i>Quercus phellos</i> )	40 to 60H x 30 to 40W	Medium 1 to 2 feet per year	Full sun	Wet-dry		Food source: acorns and twigs
American Linden ( <i>Tilia americana</i> )	60 to 80H x 40 to 60W	Medium 20 to 30 feet over 30 years	Sun/partial shade	Moist, well drained		Food source: twigs, seeds and nectar
Silver Linden ( <i>Tilia tomentosa</i> )	50 to 70H x 30 to 50W	Medium 10 to 15 feet over 5 to 10 years	Full sun	Moist, well drained		Food source: twigs, seeds and nectar
Sweetgum ( <i>Liquidambar styraciflua</i> - <i>Rotundiloba</i> )	60 to 75H x 40 to 59W	Medium to fast 20 feet over 20 years	Full sun	Moist, well drained	Yes	Food source: seeds
Cucumber Magnolia ( <i>Magnolia acuminata</i> )	50 to 80H x 50 to 80W	Medium to fast 10 to 15 feet over 6 years	Full sun/partial shade	Moist, well drained		Food source: seeds
American Elm Hybrids ( <i>Ulmus americana</i> )	60 to 80H x 30 to 50W	Medium to fast 10 to 12 feet over 5 years	Sun	Moist-dry	Yes	Food source: seeds and twigs
Sycamore ( <i>Platanus occidentalis</i> , <i>Platanus x acerifolia</i> )	75 to 100H x 75 to 100W	Medium to fast 2 feet per year	Full sun/light shade	Moist		
Bald Cypress ( <i>Taxodium distichum</i> )	50 to 70H x 20 to 30W	Medium 50 to 70 feet over 30 to 50 years	Full sun	Wet-dry	Yes	
Dawn Redwood ( <i>Metasequoia</i> )	70 to 100H x 25W	Fast 50 feet over 15 to 20 years	Full sun	Wet-dry	Yes	

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
gyp-tostroboides)						
Hackberry (Celtis occidentalis)	40 to 60H x 40 to 60W	Medium to fast 20 to 30 feet over 10 to 15 years	Sun	Wet-dry		Food source: fruits and twigs; shelter and nesting sites

B. Medium-small trees. Recommended for shade trees within the right-of-way of public highways in the Borough of Bath and Borough recreation places. (Note: Not suitable to be planted under overhead utility lines without prior approval by Borough Council of the Borough of Bath.)

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Chanticleer Pear (Pyrus calleryana)	35 to 40H x 16 to 25W	Slow	Sun	Wet-dry		Food source: fruit, buds
Sassafras (Sassafras albidum)	30 to 60H x 25 to 40W	Medium to fast 10 to 12 feet over 5 to 8 years	Full sun/light shade	Moist, well drained	Yes	Food source: twigs and fruit
River Birch (Betula nigra)	40 to 70H x 40 to 46W	Medium to fast 30 to 40 feet over 20 years	Sun	Moist		Food source: buds, seeds, leaves and twigs
American Hornbeam (Carpinus caroliniana)	20 to 30H x 20 to 30W	Slow 8 to 10 feet over 10 years	Sun/shade	Wet-dry	Yes	Food source: buds, seeds, leaves and twigs
European Hornbeam (Carpinus betula)	40 to 60H x 30 to 40W	Slow to medium 10 feet over 10 years	Sun/light shade	Well drained		Food source: catkins, buds, seeds, leaves and twigs
American Hophornbeam, Ironwood (Ostrya virginiana)	25 to 40H x 20 to 30W	Slow 10 feet to 15 feet over 15 years	Full sun/shade	Well drained dry		Food source: buds, catkins and seeds
Tartarian Maple (Acer tataricum)	15 to 20H x 15 to 20W	Slow to medium	Full sun/light shade	Drought tolerant	Variable	
Amur Maple (Acer ginnala)	15 to 18H x 15 to 18W	Slow 12 to 20 feet over 10 to 20 years	Full sun/light shade	Moist, well drained	Variable	
Hedge Maple (Acer campestre)	25 to 45H x 25 to 45W	Slow 10 to 14 feet over 10 to 15	Full sun/light shade	Wet-dry	Variable	

Name	Size	Growth Rate years	Light	Soil	Fall Color	Wildlife Benefit
Trident Maple (Acer buergerianum)	20 to 25H x 20 to 25W	Slow to medium	Full sun	Drought tolerant	Yes	
Paperbark Maple (Acer griseum)	20 to 30H x 10 to 15W	Slow 6 to 12 inches over 10 to 15 years	Full sun	Moist, well drained	Variable	

C. Flowering trees. Recommended for shade trees within the right-of-way of public highways in the Borough of Bath with prior approval of Borough Council; recommended within Borough recreation places. (Note: Suitable to be planted under overhead utility lines.)

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Serviceberry, Shadbush (Amelanchier canadensis/ laevis, arborea)	15 to 25H	Medium 9 to 10 over 5 to 8 years	Sun/partial shade	Moist, well drained	Yes	Food source: fruits, twigs and leaves
Sweetbay Magnolia (Magnolia virginiana)	10 to 20H x 10 to 20W	Medium to fast	Sun/partial shade	Moist		
Cockspur Hawthorn (Craetagus crugalli)	20 to 30H x 20 to 35W	Slow to medium 10 to 14 feet over 6 to 10 years	Sun	Well drained	Yes	
Eastern Redbud (Cercis canadensis)	20 to 30H x 25 to 35W	Medium 7 to 10 over 5 to 6 years	Full sun/light shade	Moist, well drained - adaptable		Food source: seeds, foliage and flower pollen for honeybees
Pagoda Dogwood (Cornus alternifolia)	15 to 25H x 20 to 30W	Slow after planting, medium when established	Partial shade	Moist, well drained		Food source: fruit
Cornelian Cherry Dogwood (Cornus mas)	20 to 25H x 15 to 20W	Medium	Sun/partial shade	Moist, well drained/dry		Food source: fruit
Japanese Dogwood	20 to 30H x 20 to 30W	Slow	Sun	Moist, well drained/dry	Yes	Food source: fruit

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
(Cornus kousa)						
White Dogwood (Cornus florida)	25 to 30H x 20 to 30W	Slow	Sun	Most, well drained/dry	Yes	Food source: fruit
Flowering Crabapple (Malus Numerous Cultivars)	15 to 25H x 25 to 30W	Slow	Sun	Moist, well drained	Yes	Food source: fruit
Japanese Stewartia (Stewartia pseudo-camila)	20 to 40H x 10 to 15W	Slow	Sun	Moist	Yes	
Japanese Snowbell (Styrax japonica)	20 to 30H x 20 to 30W	Medium 9 to 10 feet over 7 to 10 years	Full sun/partial shade	Moist, well drained		
Tree Lilac (Syringa reticulata)	20 to 30H x 15 to 25W	Medium 9 to 12 feet over 6 to 8 years	Full sun	Well drained		
Sargent Cherry (Prunus sargentii)	20 to 30H x 20 to 30W	Medium	Full sun	Well drained	Yes	Food source: fruit
Native Eastern Redbud	20 to 30H x 20 to 30W	Slow	Full sun	Well drained	Yes	Food source: fruit and Twigs

D. Evergreen trees. Recommended for shade trees within Borough recreation places. (Note: Not suitable to be planted under overhead utility lines.)

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Eastern Redcedar (Juniperus virginiana)	40 to 50H x 8 to 20W	Medium	Sun	Well drained - tolerant of adverse conditions		
Fraser Fir (Abies fraseri)	30 to 40H x 20 to 25W	Slow	Sun/partial shade	Moist, well drained		
Japanese Cryptomeria (Cryptomeria japonica)	50 to 60H x 20 to 30W	Medium 50 to 60 feet over 30 to 40 years	Full sun	Moist, well drained		
American Holly (Ilex opaca)	40 to 50H x 18 to 40W	Slow	Full sun/partial shade	Well drained		Food source: fruit

Name	Size	Growth Rate	Light	Soil	Fall Color	Wildlife Benefit
Foster's Hybrid Hollies (Ilex x at-tenuta 'Fosteri')	20 to 30H x 10 to 15W	Slow - medium	Full sun/partial shade	Moist, well drained		Food source: fruit
Swiss Stone Pine (Pinus cembra)	30 to 40H x 15 to 25W	Medium	Full sun	Well drained		Food source: seeds
Lacebark Pine (Pinus bungeana)	30 to 50H x 20 to 35W	Slow	Sun	Well drained		Food source: seeds

E. Unacceptable trees. (Note: Due to weak wood, soil incompatibility, excessive fruit, noxious odor.)

### Name

Ash (American or White)  
(*Fraxinus americana*, *Fraxinus mandshurica*)

Beech  
(*Fagus hayatae*, *Fagus longipetiolata*, *Fagus grandifolia*, Mexican Beech, *Fagus sylvatica*)

Black Locust  
(*Robinia pseudoacacia*)

Black Walnut  
(*Juglans nigra*)

Boxelder (*Acer negundo*)

Catalpa  
(*Catalpa* spp.)

Bradford pear  
(*Pyrus calleryana* "Bradford")

Fruit trees (apple, pear, plum, etc.)

Ginkgo, female and male  
(*Ginkgo biloba*)

Goldenrain Tree  
(*Koelreuteria paniculata*)

Honeylocust, thorned (*Gleditsia tricanthos*)

Norway maple  
(*Acer platanoides*)

Mulberry (*Morus* spp.)

Pin Oak  
(*Quercus palustisi*)

Poplars  
(*Populus* spp.)

Siberian elm  
(*Ulmus pumila*)

Silver maple  
(*Acer saccharinum*)

**Name**

Tree of Heaven  
(Ailanthus altissima)

Willow  
(Salix spp.)

- F. Other species. Planting of other species may be acceptable pending approval of the Borough Council of the Borough of Bath.

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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 or 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.

service establishment. All disturbed areas must be cleaned following each stop at a minimum of twenty (20) feet of the sales location. Waste water will not be allowed to drain on the ground or public roadway, or be deposited into any sewer drain outlet.

(B) Continuous music or repetitive sounds shall not project from the mobile unit while parked or stopped.

(C) A five (5) foot clear space will be maintained around the mobile food vending unit at all times.

(D) The mobile unit will be subject to inspection upon permit application through the Licenses and Permits Office, Police Department, and the Fire Department's Fire Inspector, and may be subject to random inspection, and upon reissuance of the permit.

(E) A no smoking sign must be posted next to the order window area.

(F) A tagged fire extinguisher with a 10 BC rating and a Class K fire extinguisher shall be kept accessible at all times as directed by the City of Hazleton's Fire Chief /Inspector or his designee.

(G) An extinguishing vent hood as described in the ICCA 2006 International Fire Code shall be required when the cooking process produces grease laden particles within the mobile unit. Said hood shall be maintained and tested annually by an independent extinguisher company.

(H) All compressed gas fuel cylinders shall be shielded and secured as indicated in the 2006 International Fire Code.

(I) Proper electrical power shall be maintained and installed as per the International Electrical Code. Extension cords running from any residential living space for power will not be allowed. Generators must comply with **ORDINANCE 2013-8**, entitled "An Ordinance of the City of Hazleton, Luzerne County Pennsylvania Defining and Prohibiting Sound/Noise Disturbance and Providing Penalties for Violations."

## SECTION 7

### OFFENSES AND REGULATIONS

(A) It shall be unlawful for any individual as the agent or employee of another regulated under this Section to sell edible goods in the City, unless his or her principal or employer has received a permit under this Section.

(B) A permit issued under this Section is not transferable.

(C) It shall be unlawful for an individual to sell edible goods while displaying a valid permit issued by the City of Hazleton in the name of another individual organization or entity.

(D) It shall be unlawful for any individual directly or through an agent or employee to sell goods within the corporate limits of the City after the expiration of the permit issued by the City of Hazleton under this Section.

(E) It shall be unlawful for an individual, directly or through an agent or employee, to misrepresent on the permit affidavit any acts that are regulated under this Section.

(F) It shall be unlawful for any individual directly or through his agents or employees to represent that the issuance of a permit by the City of Hazleton constitutes the City's endorsement or approval of the product for sale.

(G) It shall be unlawful to operate a mobile food vendor operation that is not in compliance with the Pennsylvania Food Establishment Rules, as amended from time to time.

(H) It shall be unlawful to operate or do business as a Mobile Food Vendor without a Mobile Food Vendor Permit.

(I) It shall be unlawful to operate a mobile food business or as a mobile food vendor without valid insurance as described herein.

(J) It shall be unlawful to operate a mobile food business or as a mobile food vendor in any restricted area as defined herein.

(K) It shall be unlawful to operate a mobile food business or as a mobile food vendor after 10:00 pm in an area which is predominately residential in nature.

(L) It shall be unlawful to operate a mobile food business or as a mobile food vendor after 3:00 am in an area which is predominately business/commercial in nature.

(M) It shall be unlawful to operate a mobile food business or as a mobile food vendor prior to 7 am any day of the week or weekend.

(N) It shall be unlawful to operate a mobile food business or as a mobile food vendor in, on or about any public thoroughfare or stationary location in excess of ten (10) minutes.

## **SECTION 8**

### **EXEMPTIONS**

Individuals selling only non-refrigerated farm products in an unrefined state shall be considered as a mobile food vendor as defined by this Ordinance, but shall be exempt from the requirements of this Ordinance during the hours of operation of a permitted farmer's market event. This exemption does not exempt the food vendor from obtaining a vendor's permit.

Mobile food vendors as defined by this Ordinance, during any officially sanctioned City event, may also be exempt from the requirements of this Ordinance. This exemption does not exempt the food vendor from obtaining a vendor's permit.

## **SECTION 9**

### **PENALTY/ FINES**

A violation of this Section is described as any person who conducts transactions or engages in any business, trade, profession, or any other activity within the City of Hazleton without a business license, or in violation of above section, shall, upon summary conviction before a Magistrate, be fined not less than three hundred (\$300.00) dollars, and not more than one thousand (\$1,000.00) dollars for any one (1) offense, recoverable with costs and restitution, or imprisoned not more than ninety (90) days, if the amount of such fines and costs are not paid. Multiple violations of the same section, violation(s) at multiple locations, and each day of a continuing violation shall be considered as separate offenses.

The notice of revocation, suspension or denial of a permit shall include the procedure for appealing the suspension, revocation or denial, as follows:

(1) If a City official revokes, suspends or denies a Mobile Food Vendor Permit, the holder or Applicant of the Permit which has been revoked, suspended or denied shall have the right of appeal to the City of Hazleton Code Enforcement Office Director or Designee by submitting an appeal in writing to the Director or Designee within ten (10) business days of the revocation suspension or denial.

(2) Pending action on the appeal of a Permit which has been revoked or suspended shall be considered revoked or suspended.

(3) If a written appeal is not submitted within ten (10) business days of revocation suspension or denial, or if the appeal is denied, the permit shall hence be considered revoked, suspended or denied.

**(F) Reapplication after Revocation Suspension or Denial of Permit procedure**

If a Mobile Food Vendor or Applicant is not in compliance with this Section or any other ordinances, laws, or the approved vendor application, the following actions will be taken:

**1<sup>st</sup> Violation** – A warning may be issued or the permit may be revoked or suspended and the vendor may become ineligible for new or reissued permit for a period of three (3) months.

**2<sup>nd</sup> Violation** – The Permit will be revoked and the vendor may become ineligible for a new or reissued permit for a period of six (6) months.

**3<sup>rd</sup> Violation** – The Permit will be revoked and the vendor will become ineligible for a new or reissued permit for a period of one (1) year.

If an Applicant's Permit has been denied and the appeal is also denied, the Applicant may not reapply for a new permit for a period of six (6) months.

**SECTION 5**

**ZONING AND LOCATION RESTRICTIONS**

**(A) Distance Regulations**

(1) A mobile food vendor may not be located within one hundred (100) feet of the primary entrance of an open and operating fixed location food service establishment.

(2) A mobile food vendor shall not conduct sales at a stationary location for a duration exceeding two (2) hours and cannot exceed more than eight (8) hours during any twenty-four (24) hour period.

(3) A mobile food vendor shall not conduct sales at a stationary location within an R-1, R-2, R-3, or O-S zoning district for a duration exceeding ten (10) minutes per location per day.

(4) A mobile food vendor shall move at least two hundred (200) feet (one city block) every ten (10) minutes when operating in an R-1, R-2, or O-S zoning district.

(5) A mobile food vendor shall not conduct sales in congested areas where the operation impedes vehicular or pedestrian traffic.

- (6) A mobile food vendor shall not conduct sales between the hours of 10:00 pm and 7:00 am in an R-1, R-2, R-3, or O-S zoning district in compliance with the City of Hazleton's curfew.
- (7) A mobile food vendor shall not conduct sales between the hours of 3:00 am and 7:00 am in an O, CC, or CH zoning district.
- (8) A mobile food vendor shall not cause any congestion of traffic flow, and, if vehicular traffic or pedestrian flow becomes impeded, the vendor shall immediately and without delay vacate the area so as to allow for the free flow of traffic and relief of the congestion.

#### **(B) Location Regulations**

- (1) No Mobile Food Vendor shall locate on any private property without written permission from the property owner to do so, and must comply if asked to leave by the property owner.
- (2) Prior to the operation of any mobile food vendor on private property, a copy of the written permission to operate in a specific location signed by the private property owner, including a contact phone number for verification, shall be presented to the City Licenses and Permits Office. The Licenses and Permits Office shall verify the permission is valid and instruct the owner of the property that they are also responsible for the behavior of the vendor while the vendor is operating and/or located on their property.
- (3) A copy of the written permission to operate in a specific location signed by the private property owner, including a contact phone number for verification, shall be kept within the Mobile vending unit at all times.
- (4) No Mobile Food Vendor shall be allowed to operate in the public right-of-way in violation of this Ordinance or any regulations as stated in the Pennsylvania Vehicle Code.
- (5) When operating in the public right-of-way, the vehicle or conveyance shall face the correct direction of travel, and the vending window must face the sidewalk at all times.
- (6) Mobile Food Vendor business activity is to be temporary and the Mobile Food Vendor may not park at one location in the public right of way for more than two (2) hours and cannot exceed more than eight (8) hours during any twenty-four (24) hour period.
- (7) Only one (1) vehicle operating in the public right-of-way is allowed within the same block face at one time.
- (8) All signs must be physically attached to the vehicle, and will be subject to any City of Hazleton sign permits.
- (9) All stationary locations for a mobile food truck must comply with applicable Hazleton Zoning Ordinance and Zoning Map and Uniform Construction Code.

### **SECTION 6**

#### **MOBILE FOOD VENDOR REQUIREMENTS**

The following regulations shall apply to Mobile Food Vendors within any zoning district:

- (A) Each unit shall be equipped with a portable trash receptacle and shall be responsible for proper disposal of solid waste and waste water in the sanitation facility legally accessed by the food

*(11) The signed form shall be attached to the Application and filed.*

*(12) Once all requirements of this Ordinance are completed and correct, a Mobile Food Vendor Permit shall be issued.*

*(D) **Permit Form:** A complete application shall require the following information from the Applicant in order to be considered:*

*(1) Name of Applicant.*

*(2) Legal name of business or entity.*

*(3) EIN Number.*

*(4) State of incorporation or filing of a partnership or articles of association.*

*(5) If applicable, a copy of the Chapter or Articles of Incorporation, and current listing of directors, partners, or principles. Publicly traded companies are exempted.*

*(6) Sales tax number with a copy of the sales tax permit.*

*(7) Signed permission from the private property owner, if any will be used.*

*(8) Name, phone number, and driver license number of business owner.*

*(9) Contact name and phone number for mobile food vending unit while in route.*

*(10) Description of products being sold out of mobile food vending unit.*

*(11) Description of attached signage.*

*(12) Vehicle identification number.*

*(13) Description of mobile food vending unit.*

### **SECTION 3**

#### **LIABILITY AND INSURANCE OBLIGATION**

*Every Mobile food vendor doing business in the City of Hazleton must furnish evidence of comprehensive public liability insurance coverage for not less than \$500,000/\$500,000 in the event of bodily injury, including death, and, if applicable, worker's compensation insurance. Such evidence shall be in the form of a certificate with 10 days' cancellation notice, which shall be furnished to the City at the time the mobile food vender applies for his or her annual license. Failure to maintain the required insurance will be considered sufficient reason for the City to suspend the mobile food vender's license and shall be subject to fines and or penalties as defined herein.*

### **SECTION 4**

#### **PERMIT FEES AND REGULATION**

*(A) **Permit Fee***

~~(1) The application for a Mobile Food Vendor Permit shall be fifty (\$50.00) dollars. Each mobile food vendor unit shall be permitted separately.~~

(a) Mobile Food Vendor permits shall be valid for one (1) year from January 1<sup>st</sup> until December 31<sup>st</sup> for each year, regardless of the specific date of issue.

(b) At the time of renewal, the applicant must provide a new application payment of fifty (\$50.00) dollars, and proceed through the application and inspection process anew.

(c) The Permit fee may be remitted by a third party contracting with the vendor to arrange their services.

### **(B) Permit Denials**

(1) An Applicant has been convicted of a crime which directly relates to the duties and responsibilities of the licensed occupation, which shall be determined by the nature and seriousness of the crime, the relationship of the crime to the purpose of the permit, and the extent that the permit would allow someone to engage in further criminal activity; or

(2) The required information is incomplete, incorrect, or shows that a person is not otherwise entitled to conduct business as a mobile food vendor; or

(3) The opportunity to reissue a permit has been denied due to previous violations as described in this Section.

### **(C) Display of Permit**

Every permit, including those from the City of Hazleton, shall be displayed at all times in a conspicuous place where it can be read by the general public on the mobile food vendor truck, concession cart, or concession trailer.

### **(D) Permit Revocations or Suspension**

(1) A permit may be revoked upon conviction of any offense committed by an individual operating as a mobile food vendor in the City of Hazleton while engaged in the permitted business, or if a final conviction occurs or is found to have existed at the time of application, or if civil judgments as set forth above are placed or found of record against an Applicant. A permit may be suspended in the event of pending charges of a crime, as set forth above, upon a magistrate's determination of probable cause in connection with such charges.

(2) A permit may be revoked for nonconformity to the application location specifications or requirements, as well as to nonconformity to an approved location plan or diagram.

(3) Any employee working for an Applicant permitted as an employer under this Section may be denied the right to solicit under such permit, or such rights may be suspended or terminated under the same circumstances and procedures which apply to the holder of the permit. Revocation or suspension of an employer permit terminates all employee permits.

(4) A Permit may be suspended or revoked for not complying with the requirements of this Section or any other ordinances or laws.

### **(E) Appeal of Permit Revocation Suspension or Denial**

**Regulating Mobile Food Service Establishments**

**WHEREAS**, the City of Hazleton desires to regulate, control, and otherwise inspect entities known and identified as Mobile Food Service Establishments within the municipality; and

**WHEREAS**, it is the intention and purpose of this Ordinance to ensure the safety of the citizens of the City of Hazleton and individuals who patronize Mobile Food Service Establishments.

**NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED** by the Council of the City of Hazleton, as follows:

**SECTION 1  
DEFINITIONS**

- (A) "Day" shall mean any consecutive twenty-four (24) hour period not constrained by a singular calendar day.
- (B) "Edible goods" shall include, but are not limited to:
- (1) Prepackaged food, including, but not limited to candy, beverages, and ice cream;
  - (2) Prepared food, including, but not limited to hot dogs, deserts, and pizza; and
  - (3) Onsite prepared food, including, but not limited to shaved ice, sandwiches, and tacos.
- (C) "Food Service Establishment" shall mean any business that sells edible goods and has been inspected and approved by the Department of Agriculture, including commercial kitchens and commissaries, and shall specifically exclude accessory or self-serve retail food sales.
- (D) "Mobile" shall mean the capability of being active, but not necessarily in continuous movement.
- (E) "Mobile food vendor" shall mean any business or person which sells edible goods from a non-permanent location within the City of Hazleton. This term includes, but is not limited to:
- (1) Mobile food truck: a self-contained motorized unit selling items defined as edible goods;
  - (2) Any motor vehicle used to sell items defined as edible goods;
  - (3) Concessions cart: a mobile vending unit that must be moved by non-motorized means;
  - (4) Any type of wagon, trailer, cart, sled or other equipment that must be moved by non-motorized means to include pulled or pushed by human or animals; and
  - (5) Concession trailer: a vending unit which is pulled by either a motorized unit or any other device, animal, or human, and has no power to move on its own.
- (F) "Non-refrigerated" shall mean edible goods that are not required to be kept at a temperature below forty-one (41°F) degrees Fahrenheit according to the Federal Food and Drug Administration and the Commonwealth of Pennsylvania's food establishment rules.
- (G) "Sell" shall mean the act of exchanging a good for a payment, either for profit or in return for a donation.



*(H) "Stationary location" shall mean the position of the mobile food vendor when not in motion, and addressing the public for the purpose of sales.*

## **SECTION 2**

### **LICENSES, PERMITS AND APPLICATIONS**

*(A) **Business License:** Every mobile food vendor shall have a business license issued by the City of Hazleton prior to obtaining a Mobile Food Vendor Permit. The application for a business license shall be in accordance with the current Business License Ordinance for the City of Hazleton. A one (1) day transient Permit may be obtained through the City for vendors who will not regularly operate in the City. This one (1) day transient Permit for mobile food vendors shall be one-hundred and twenty-five (\$125.00) dollars. This one (1) day Permit must be procured no less than two (2) weeks prior to the vendor's planned operational date in the City.*

*(B) **Mobile Food Vendor Permit:** Every mobile food vendor shall have a permit issued by the City of Hazleton to conduct business in the City, and be subject to **the mercantile and business privilege tax as per Hazleton City ORDINANCE 2017-24.***

*(C) **Application:** An applicant shall apply for a permit no less than two (2) weeks prior to the vendor's anticipated date to begin operating in the City by filing the proper forms, which are available from the Hazleton City License and Permit Office.*

*Applications shall be processed in the following manner:*

- (1) Applicant applies for a business license at the Hazleton City Licenses and Permits Office, and follows the procedures to obtain said business license.*
- (2) The City will provide the list of rules and regulations contained in this Ordinance to the Applicant.*
- (3) Once the business license process is completed, the applicant must submit to the Pennsylvania Department of Agriculture an application for inspection of apparatus.*
- (4) The Pennsylvania Department of Agriculture inspects the apparatus to be used in the course of the Applicant's business.*
- (5) The Pennsylvania Department of Agriculture issues Applicant a health license.*
- (6) Applicant brings valid Pennsylvania Department of Agriculture health license and all apparatus, vehicles, and/or conveyances to be used to sell food, to the Hazleton City Licenses and Permits Office.*
- (7) Applicant applies for a Hazleton City Mobile Food Vendor Permit with the Licenses and Permits Office.*
- (8) Code Enforcement and the Police Department shall inspect the apparatus, vehicles, and/or conveyances for things such as signage, audible signal level, such as bells or music, etc.*
- (9) After the inspection is completed and all City business licenses and the Pennsylvania Department of Agriculture License are verified, the City shall again provide the list of rules and regulations contained in this Ordinance to the Applicant.*
- (10) The Applicant shall sign a form stating he or she is in receipt and is responsible for operating within the guidelines of this Ordinance at **ALL TIMES.***

## **SECTION 10**

### **SEVERABILITY**

*The provisions of this Ordinance are severable and if any of its sections, clauses or sentences shall be held illegal, invalid or unconstitutional, such provision shall not affect or impair any remaining sections, clauses or sentences of the same.*

*If any portion of this Ordinance, or its application to any person or circumstances, is held invalid, the validity of the Ordinance as a whole, or any other portion thereof, or the application of the provisions to other persons or circumstances is not affected.*

*If any one or more sections, subsection, or sentences of this Ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance, and the same shall remain in full force and effect.*

*Finally, that any ordinance, resolution or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.*

## **SECTION 11**

### **EFFECTIVENESS**

*This Ordinance shall become effective thirty (30) days after enactment.*

**ORDAINED AND ENACTED** by Council this 12<sup>th</sup> day of September, 2018.

- (10) A permitted mobile food truck must be in operation at least one day during a thirty-day period or the Health Officer may revoke the permit issued for the mobile food truck in violation of this subsection.
  - (11) No mobile food truck shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters.
  - (12) City trash receptacles may not be used by mobile food truck vendors.
  - (13) Consumers shall be provided with single-service articles, such as plastic forks and paper plates, and a waste container for their disposal. All mobile food trucks shall offer a waste container for public use that the operator shall empty at his own expense.
  - (14) Mobile food truck vendors are required to keep all areas within 20 feet of the mobile food truck clean of grease, trash, paper, cups or cans associated with the vending operation.
  - (15) The permit holder must keep an accurate log indicating that the mobile food truck is serviced daily by a mobile food commissary or approved kitchen for all food, water and supplies and for all cleaning and servicing operations, including the emptying and cleaning of waste containers.
  - (16) No mobile food truck shall make or cause to be made any unreasonable or excessive noise in violation of Chapter **198** of the City Code.
  - (17) A mobile food truck may not operate on property owned by the City of Lancaster unless the Committee has otherwise granted approval on the permit application for its operation at a particular location during specific times.
  - (18) For mobile food trucks on public property, the City reserves the right to temporarily move a mobile food truck to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit or if the location is required for a City-sponsored or MOOSE special event.
  - (19) No more than two mobile food trucks may operate in the same City block, abiding by all other rules and regulations provided herein and as promulgated by the Committee. The exception to this provision is during special events permitted by MOOSE and those areas designated by the Committee as locations for multiple mobile food trucks.
- B. Inspections. The Health Officer shall ensure compliance with all applicable state food and sanitary codes as well as applicable City codes.
- C. Fire Marshal. The Fire Marshal shall promulgate rules and regulations for the inspection of mobile food trucks to ensure compliance with all applicable federal, state, and local firesafety statutes, regulations, ordinances, and codes.

## § 240-34. Health license and permit fees.

- A. Application fee. A one-time application fee for a permit granted by the Health Officer for the operation of a mobile food truck shall be \$100, which fee may be changed from time to time by resolution of City Council.
- B. Annual permit fee. The annual permit fee to operate a mobile food truck in the City shall be \$500, which fee may be changed from time to time by resolution of City Council.
- C. Annual health license fee. The annual fee to obtain a health license shall be \$130, which fee may be changed from time to time by resolution of City Council.

## § 240-35. Limitation on number of permits.

- A. The Committee may from time to time set a limit on the number of total permits that may be issued or renewed per year; provided, however, that no more than 10% of total permits or three permits, whichever is greater, may be issued to a single person or business entity or both.
- B. Upon receipt of application, the Health Officer shall advise the applicant whether or not the limitation has been met.

## § 240-36. Health license and permit renewal.

- A. Every mobile food truck health license and permit, unless suspended or revoked by the Health Officer for a violation of any provision of this article or other rule or regulation promulgated for the implementation of this article, shall be renewed annually given that a renewal fee is paid prior to 30 days after its one-year expiration, at which time the license and permit holder shall forfeit the right to renew. If forfeited, the permit may be made available to another applicant for a new permit if the limitation on the number of permits has not been reached.
- B. The annual permit renewal fee shall be \$500, which fee may be changed from time to time by resolution of City Council.
- C. The renewal of a permit does not also guarantee the renewal of any previously approved route. The Committee has the right to adjust any route.
- D. The Committee reserves the right to add, remove, and reapportion available locations among mobile food truck operations at renewal.

## § 240-37. Transfer of permit prohibited.

- A. Transfers for value prohibited. No person holding a permit for a mobile food truck shall sell, lend, lease or in any manner transfer a mobile food truck permit for value.
- B. Nonvalue transfers as part of the sale of a business. Notwithstanding § 249-37A, a permit holder may transfer a permit as part of the sale of a majority of the stock in a corporation holding such permit, as part of the sale of a majority of the membership interests of a limited liability company holding such permit, or as part of the sale of a business or substantially all of its assets, provided that there shall be no allocated or actual value for the transfer of the permit.
  - (1) Prior to any such transfer, the transferor shall notify the Health Officer in writing, and the transferee shall submit a food truck permit application for approval to the Health Officer pursuant to the process set forth in § 249-32 and any additional rules and regulations promulgated by the Committee.
  - (2) Any such transfer shall be subject to the terms and conditions of the original permit.
- C. Unauthorized transfer voids permit. Any unauthorized transfer or attempt to transfer a permit shall automatically void such permit. Violation of this provision shall be subject to a fine of \$500 each for the transferor and the transferee, pursuant to § 249-39A. The unauthorized transfer or attempt to transfer of each permit shall constitute a separate violation.

## § 240-38. Operation of mobile food trucks.

- A. Every mobile food truck shall post its permit, or a copy of the permit, in a conspicuous place to which the public has access by sight.
- B. Operation without permit. Any mobile food truck being operated without a valid mobile food truck permit issued by the Health Officer shall be deemed a public safety hazard, shall be ticketed in accordance with existing City ordinance and may be impounded.

- A. No person or business entity, including a religious or charitable organization, shall operate a mobile food truck in any public, private or restricted space without a permit issued by the City.
- B. A separate mobile food truck permit is required for each and every mobile food truck operated within the City by an individual, partnership or corporation.
- C. In addition to the permit, a separate health license issued in accordance with City Code Chapter **240**, Article I, § **240-2**, by the City Health Officer is required for each mobile food truck operated within the City by an individual, partnership or corporation.

## § 240-32. Application for permit.

- A. Application. There shall be made available by the City an application form to apply for each mobile food truck permit. The application shall provide the following:
  - (1) A description of necessary inspections and fees;
  - (2) A description of areas of the City where the operation of mobile food trucks is limited or prohibited.
- B. Submission of materials. Each application shall indicate on its face, in addition to other requirements as may be determined by the Health Officer, that the following materials must be submitted by the applicant:
  - (1) The name of the business and its owner or owners and the mailing address of the business.
  - (2) For a mobile food truck applying for a permit for the first time, a business plan for the mobile food truck operation must be submitted.
  - (3) If the operator intends to establish a predetermined route, the proposed service route and hours of operation, along with a detailed schedule of times and locations where the mobile food truck will be stationary and serving food, shall be provided.
  - (4) Certification that the mobile food truck has passed all necessary inspections required by the City of Lancaster and the Commonwealth of Pennsylvania.
  - (5) For all excess food that cannot be prepared or stored in the mobile food truck, proof that the food is prepared or stored in a Health Officer approved kitchen and storage facility. The address of the kitchen where the mobile food truck is stored and where food is stored must be provided.
  - (6) Proof of access to restroom facilities for the use of the mobile food truck employees.
  - (7) Mobile food truck interior design showing all features, locations of required hand-washing sink for employees, location of propane tanks or generators, etc. The design and final mobile food truck must comply with all applicable provisions of the Pennsylvania Department of Agriculture Retail Food Code, Title 7, Agriculture, Chapter 46.
  - (8) A certificate of insurance providing general liability insurance of not less than \$350,000 per occurrence, listing the City as additionally insured. A mobile food truck permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy. The owner shall indemnify the City of Lancaster against any and all such claims, losses, injuries or damages to person or property, including attorneys fees and court costs, whether incurred as a result of the negligence of the City, the owner or their employees, agents.
- C. Approval process. An application must be submitted to Health Officer for review. The application must receive the approval of the Health Officer and the Director, based on duly published criteria established by the Committee, prior to its final approval and the issuance of a permit by the Health Officer.

- D. The Health Officer may work with the applicant or permit holder to modify a service route at any time i) before the issue of a permit or ii) after the issue of a permit, if the grant of a permit or approval of a service route has led to the creation of a nuisance or otherwise endangers the public health, safety, or order or by request of the permit holder.
- E. Within 60 days of the submission of a completed application, the Health Officer shall either issue or deny the application for a permit.
- F. If the application is denied in whole or in part, the Health Officer shall state in writing the specific reasons for the denial. Any applicant who has been denied a permit may appeal such denial by submitting a written request for a hearing to the Health Officer within 10 days of denial. Such hearing shall be conducted by the Director within 30 days of receipt of said appeal. The decision resulting therefrom shall be final and subject only to judicial review under Pennsylvania law.

## § 240-33. Rules and regulations; inspections.

- A. General. The Committee members are hereby authorized to promulgate additional rules and regulations appropriate for the implementation of this article and, if necessary, work with other agencies and departments of the City and the Commonwealth to establish a process for the permitting of mobile food trucks; provided, however, that such rules and regulations are not inconsistent with the following limitations and restrictions:
  - (1) No mobile food trucks will be permitted to operate on a public street or public property in the Central Business Core (CB1) and Central Business (CB) Zoning Districts between the hours of 10:00 a.m. and 7:00 p.m. Monday through Saturday, except in those locations or other days and hours which may be designated by the Committee. Mobile food trucks may operate in these two districts between the hours of 7:00 a.m. to 10:00 a.m. and 7:00 p.m. to 1:00 a.m., abiding by all other rules and regulations provided herein and as promulgated by the Committee.
  - (2) No mobile food truck may operate within the Central Business Core (CB1), Central Business (CB), Central Manufacturing (CM), Regional Commercial (C3) and Suburban Manufacturing (SM) Zoning Districts between the hours of 1:00 a.m. and 7:00 a.m.
  - (3) No mobile food truck may operate within all other zoning districts between the hours of 9:00 p.m. and 8:00 a.m., unless permitted for different hours for a special event managed by MOOSE or as established by the Committee.
  - (4) No mobile food truck is permitted to park or stop to serve customers within 250 feet of any principal customer entrance to any restaurant or food establishment serving similar food products within the City or 250 feet from any permitted food vending cart location.
  - (5) No mobile food truck may park in any City-permitted residential parking areas longer than two hours or the maximum permitted period for parking in any one block, whichever is less.
  - (6) No operator of a mobile food truck shall park, stand, or move a vehicle and conduct business within areas of the City where the permit holder has not been authorized to operate.
  - (7) Mobile food trucks are permitted to park and serve customers on private property within the Central Business Core (CB1) and Central Business (CB) Zoning Districts, if given express written consent of the property owner and such written consent is kept in the mobile food truck at all times when the vehicle is operating on the property.
  - (8) Mobile food truck operations on private property in all other Zoning Districts shall be governed by the City of Lancaster Zoning Ordinance.
  - (9) On school days from 7:00 a.m. to 4:00 p.m., no mobile food truck may operate within 500 feet of the grounds of any building used as a public kindergarten, elementary school or secondary school.

## Chapter 240. Restaurants

### Article III. Mobile Food Trucks

[Adopted 5-28-2013 by Ord. No. 5-2013]

#### § 240-28. Definitions.

When used in this article, unless the context otherwise requires, the following terms shall have the following meanings:

**BUSINESS PLAN**

A formal statement of a set of business goals, the reasons they are believed attainable, and the plan for reaching those goals, background information about the organization or team operating the business and financial projections showing the business is sustainable.

**COMMITTEE**

Mobile Food Trucks Committee.

**DIRECTOR**

The Director of the Economic Development and Neighborhood Revitalization or his/her designee.

**FIRE MARSHAL**

The Fire Marshal of the City of Lancaster and his/her assistants.

**FOOD ESTABLISHMENT**

Business operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption as set forth in the Food Code issued by the Pennsylvania Department of Agriculture, 7 Pa. Code § 46.1 et seq., as amended from time to time.

**FOOD PRODUCTS**

Includes and shall be limited to such foods intended for immediate consumption following sale without threat or danger to public health.

**HEALTH OFFICER**

The Health Officer of the City of Lancaster, who has the authority to enforce the permitting, licensing and regulations of this article.

**MOBILE FOOD COMMISSARY**

A licensed food establishment in which food, containers, or supplies are stored, kept, handled, prepared and packaged and directly from which mobile food vehicle operations are serviced and where mobile food trucks report to for all food and supplies and for all cleaning and sanitizing of units and equipment.

**MOBILE FOOD PREPARER**

Any person who, by traveling from place to place upon the public streets of the City, prepares and serves food from a mobile food truck.

**MOBILE FOOD TRUCK**

A mobile food vehicle.

**MOBILE FOOD VEHICLE**

A food establishment that is located upon a minimum four-wheeled self-contained motorized vehicle where food or beverage is cooked and/or prepared and served for individual portion service, such as a mobile food kitchen. Food establishments that are not self-contained and must be pulled by another vehicle are not considered a mobile food vehicle but food carts regulated under Chapter **291**, Vending, of the City Code.

**MOOSE**

Mayor's Office of Special Events.

**PUBLIC PROPERTY**

The public right-of-way, City-owned property, and City of Lancaster established right-of-way, including sidewalks.

**RESTAURANT**

Any public place at a fixed location kept, used, maintained, advertised and held out to the public as a place where food and drink is prepared and served for the public for consumption on or off the premises pursuant to the required licenses of the City of Lancaster and the Commonwealth of Pennsylvania. Such establishments may include, but are not limited to, restaurants, cafes, coffee shops, cafeterias, dining rooms, eating houses, short-order cafes, luncheonettes, grills, pubs, tearooms and sandwich shops.

**§ 240-29. Scope.**

- A. The provisions of this article shall apply to mobile food operations engaged in the business of cooking, preparing, and distributing food or beverage with or without charge from mobile food trucks on or in public, private or restricted spaces.
- B. This article shall not apply to canteen, coffee, or ice cream trucks that move from place to place and are stationary in the same location for no more than 30 minutes at a time or food vending push carts and stands which are governed by Chapter **291**, Vending.
- C. The provisions of this article shall not apply to mobile food operations that receive a temporary event permit issued by the City of Lancaster or the MOOSE.

**§ 240-30. Mobile Food Trucks Committee.**

- A. There shall be within the City of Lancaster a Mobile Food Trucks Committee consisting of the Director or his/her designee, the Director of Public Works or his/her designee, one or more Health Officers, the Director of MOOSE or his/her designee, a Fire Marshal appointed by the Chief of the Fire Bureau, and a representative of the Bureau of Police appointed by the Chief of Police for the purpose of establishing rules and regulations as appropriate. Other members may be appointed from time to time by the Committee.
- B. The Committee shall also establish those public locations within the City of Lancaster where mobile food trucks may and may not operate in the interest of preserving public health and safety or avoiding traffic congestion. Locations will be published on the City of Lancaster website and may change from time to time by action of the Committee.

**§ 240-31. Mobile food truck health license and permit required.**



- C. Unattended vehicles prohibited. No mobile food truck shall be parked on the street overnight or left unattended and unsecured at any time food is kept in the mobile food truck. Any mobile food truck which is found to be unattended shall be considered a public safety hazard, shall be ticketed in accordance with existing City ordinance and may be impounded.
- D. A mobile food truck operating outside of an approved route, at an unauthorized location, or beyond the hours for which the operation has been permitted shall be deemed operating without a permit in violation of this article and may be subject to enforcement under § 249-39.

## § 240-39. Enforcement; violations and penalties.

- A. Fine for violation. Any permit holder operating a mobile food truck or service in violation of any provision of this article or any rules and regulations promulgated hereunder shall be subject to a fine of no less than \$300 and no more than \$1,000 for each day that the violation continues to exist or a term of imprisonment not exceeding 90 days, or both. Each day a violation continues to exist shall constitute a separate and distinct violation of this article.
- B. Revocation, suspension, modification. Once a permit has been issued it may be revoked, suspended, modified, or not renewed by the Health Officer for failure to comply with the provisions of this article or any rules and regulations promulgated by the Committee.
  - (1) Decisions by the Health Officer to revoke, suspend, modify, or not renew a permit may be appealed to the Director. The decision resulting therefrom shall be final and subject only to judicial review under Pennsylvania law.
  - (2) The Health Officer may suspend a permit for no more than three days without a notice or hearing, pursuant to § 249-39B(1). If the suspension is expected to exceed three days, a hearing shall be held before the Director within 72 hours of the suspension in order to determine whether concern for the public safety or health justifies the suspension.
- C. In addition to prosecution of persons in violation of this article, the Health Code Officer, police officers or any duly authorized agent of the City may seek such civil or equitable remedies, including injunctive relief and other measures to enforce the provisions of this article in any Court of Record in the Commonwealth of Pennsylvania, against any person or property, real or personal, to effect the provisions of this article.
- D. Removal. Any permit holder found in violation of this article or any rules and regulations promulgated by the Committee shall be issued a citation for violation in accordance with existing City ordinances, and the mobile food truck may be impounded in accordance with Article VI of Chapter 285 of the Code of the City of Lancaster.
- E. Enforcement. The provisions of this article or any rules and regulations promulgated hereunder shall be independent, nonmutually exclusive, separate remedies, all of which are available to the City as may be deemed appropriate and all of which may be enforced by the Health Code Officer, any member of the Lancaster City Police Bureau or any other designated officials of the City of Lancaster.

Select Language | ▼

CHAPTER \_\_\_\_, USE AND OCCUPANCY OF REAL PROPERTY

§\_\_-010 — Purpose

The purpose of this Chapter is to regulate the use and occupancy of leased properties and properties in which title of ownership is transferred, in order to prevent use and occupancy of said properties from adversely affecting the public health, safety or welfare of any individual or the community as a whole.

§\_\_-020 — Definitions

Where the following words are used in this chapter, they shall be defined as follows:

BUILDING INSPECTOR – Any of the following person or persons, either singly or in combination, who shall serve at the pleasure of the Board of Supervisors to make the inspections, and issue certificates, under this Ordinance:

- A. The Building Inspector of Middle Smithfield Township,
- B. The Building Code Official,
- C. Zoning Officer, or
- D. Any other person that the Board of Supervisors, by resolution, may designate from time to time.

BUSINESS – Occupancy of a building, in whole or in part, for any for-profit or non-profit business activity, commerce, industry, professional services or other services for hire.

RESIDENTIAL – Occupancy of a building for non-business dwelling purposes such as personal living, sleeping, cooking and eating purposes.

BUILDING – Any building, building structure, temporary building or temporary building structure, intended for human occupation, either for residential or business purposes located in the Township of Middle Smithfield.

OWNER – Any person, who alone, or jointly with others, holds legal or equitable title to any building.

PERSON – Any individual, firm, corporation, association, partnership or other legal entity, including without limitation any executor, administrator, guardian, or representative of a deceased or incompetent individual.

**SUBSTANTIAL VIOLATION** – A violation of an adopted building, housing, property maintenance code, fire code, or maintenance, health or safety nuisance ordinance that makes a building, structure or any part thereof unfit for human habitation and is discovered during the course of a municipal inspection of a property.

**TEMPORARY ACCESS CERTIFICATE** – A certificate issued as a result of the municipal inspection of a property that identifies at least one substantial violation, and the purpose of the certificate is to authorize access to the property for the purpose of correcting substantial violations pursuant to the maintenance and repair provisions of this Ordinance. No person may occupy a property during the term of a temporary access certificate, but the owner shall be permitted to store personalty that is related to the proposed use or occupancy of the property or is needed to repair the substantial violations during the time of the temporary access certificate.

**TEMPORARY USE AND OCCUPANCY CERTIFICATE** – A certificate issued as a result of the municipal inspection of a property that reveals a violation but no substantial violation, and the purpose of the certificate is to authorize the purchaser or tenant to fully utilize or reside in the property while correcting violations pursuant to the maintenance and repair provisions of this Chapter.

**UNFIT FOR HUMAN HABITATION** – A condition which renders a building or structure, or any part thereof, dangerous or injurious to the health, safety or physical welfare of an occupant or the occupants of neighboring dwellings. The condition may include substantial violations of a property that show evidence of: a significant increase to the hazards of fire or accident; inadequate sanitary facilities; vermin infestation; or a condition of disrepair, dilapidation or structural defects such that the cost of rehabilitation and repair would exceed one-half of the agreed-upon purchase price of the property.

**USE AND OCCUPANCY CERTIFICATE** – A certificate issued stipulating that the property meets all ordinances and codes and may be used or occupied as intended.

**VIOLATION** – A violation of a properly adopted building, housing, property maintenance code, fire code, or maintenance, health or safety nuisance ordinance that does not rise to the level of a substantial violation and is discovered during the course of a municipal inspection of a property.

**§ \_\_\_-030 — Use and Occupancy certificate required prior to lease or sale**

- A. If the Owner of a Business or Residential Building desires to lease or sell the Building, or portion thereof, the Owner shall apply for and obtain, no later than fifteen (15) days prior to leasing or sale, a Use and Occupancy Certificate from the Building Inspector of the Township of Middle Smithfield. The application for a Use

and Occupancy Certificate may be made by an agent of the person or persons whose responsibility it is to obtain the Use and Occupancy Certificate.

- B. The application shall be on the Township's form, and the applicant shall pay any required fee at the time of application, which fee may be set by the Board of Supervisor, from time to time, by resolution. If more than one inspection is required because the property does not pass occupancy requirements, the applicant shall be responsible for the costs of all subsequent inspections, unless the application is withdrawn, and may be required to pay a fee or reasonable deposit in advance.
- C. Any issued Use and Occupancy Certificate for a Building, or portion thereof being sold or leased, shall only be valid for a leasing or sale occurring within thirty (30) days after the date of issuance of the Certificate.
- D. An applicant for a Use and Occupancy Certificate shall inform the renter, lessee, or buyer of said property of the result of the inspection, prior to the lease, rental, or sale.
- E. An Use and Occupancy Certificate shall be issued in the following manner:
  - 1. If the municipal inspection reveals no Violations.
  - 2. If the municipal inspection reveals at least one Violation, but no Substantial Violations, a Temporary Use and Occupancy Certificate shall be issued. Once corrections have been made and subsequent inspections show the property to be in compliance, a Use and Occupancy Certificate shall be issued.
  - 3. If the municipal inspection reveals at least one Substantial Violation, a Temporary Access Certificate shall be issued to allow access to the property for the purpose of correcting Substantial Violations that are specifically noted on the inspection report. Once corrections have been made and subsequent inspections show the property to be in compliance, a Use and Occupancy Certificate shall be issued.
- F. Use and occupancy of a Building without a required Use and Occupancy Certificate is illegal, and shall constitute a violation of this Chapter, unless permitted pursuant to a validly issued Temporary Use and Occupancy Certificate or Temporary Access Certificate.

§\_\_-040 — Temporary Certificates

- A. Where a Temporary Use and Occupancy Certificate or Temporary Access Certificate has been issued, the Owner, at its option, shall either:

- a. Correct any Violations and/or Substantial Violations that are specifically noted on the inspection report within the following time frames:
    - i. where the municipal inspection occurred prior to a purchase, within twelve (12) months of the date of purchase; or
    - ii. where the municipal inspection occurred prior to lease of the property, within ninety (90) days of the date the Certificate was issued.
  - b. Demolish the Building in accordance with law.
- B. All necessary permits required to complete any type of corrections to bring the property into compliance must be applied for and obtained in compliance with building, property maintenance, fire codes or other health or safety codes.
- C. Failure to comply with the requirements of Subsection A. shall result in:
- i. Revocation of the temporary certificate;
  - ii. The Owner being subject to any existing Township ordinances or codes relating to the occupation of a property without a use and occupancy certificate.
  - iii. Violation of this Chapter

**§ \_\_\_-050 — Inspections**

- A. Prior to issuing a Use and Occupancy Certificate, the Building Inspector shall inspect the Business or Residential Building, or portion thereof to be sold or leased, to determine whether or not it complies with the requirements as set forth in this Ordinance.
- B. Any Person or Persons authorized to make occupancy inspection, as defined in § \_\_\_-020 as the Building Inspector, shall enjoy all privileges, rights and immunities which would inure to the Building Inspector of the Township of Middle Smithfield.

**§ \_\_\_-060 — Violations and penalties**

Any person who shall violate any provision of this Chapter shall, upon conviction thereof in any action brought in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, be sentenced to pay a fine of not less than three hundred dollars (\$300.00) and not more than one thousand dollars (\$1,000.00) plus costs of prosecution, including without limitation the Township's reasonable attorneys fees in the enforcement proceeding. Each day that a violation of this Chapter continues, and each section of this Chapter which shall be found to have been violated, shall constitute a separate offense.

**§ \_\_\_-70 – Interpretation**

This Ordinance is intended to be consistent with, shall be interpreted, and construed, in accordance with the Municipal Code and Ordinance Compliance Act, 68 P.S. Sec. 1081, et seq, and as it amended from time to time. In the event conflict between this Chapter and Municipal Code and Ordinance Compliance Act, or any other applicable State statute, such State statute shall govern.

**§ \_\_\_-80 — Applicability**

- A. Except as set forth in subsection (b), this act shall not apply to, and a municipality may not require, a certificate of occupancy, a temporary use and occupancy certificate or a temporary access certificate for a real estate transfer, including a residential or nonresidential transfer, as provided under [68 Pa.C.S. § 7103\(b\)\(2\)](#) (relating to application of part), to any of the following which take title to property for the purpose of holding the property for sale to offset losses incurred on a loan or other obligation in default secured by a mortgage, deed of trust or other lien on the property:
- (1) Bank.
  - (2) Savings association.
  - (3) Credit union.
  - (4) Mortgage lender.
  - (5) Financial institution similar to an institution listed in paragraphs (1) through (4).
  - (6) Subsidiary of a financial institution listed in paragraphs (1) through (5).
- B. A financial institution not subject to this Chapter under subsection A. may be required by the Township to correct a substantial violation.
- C. This Chapter shall not apply to residential rentals less than thirty (30) days in length, provided that the Owner of the Building has applied for and received a Use and Occupancy Certificate within one year of the rental.

MAUREEN A. COSGROVE  
67 CENTER AVENUE  
MOUNT POCONO, PA 18344

April 10, 2023

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

**Re: Waiver Request**

Dear Borough Council:

I am requesting a waiver of the provision of §118-7F(1) requiring pens and coops to “be located in the rear only.” I am not requesting a waiver of the setback provision of that section.

I am requesting the waiver due to the unique characteristics of my property and because, due to the unique characteristics of my property, the intent of Chapter 118 can only be best served by granting the waiver.

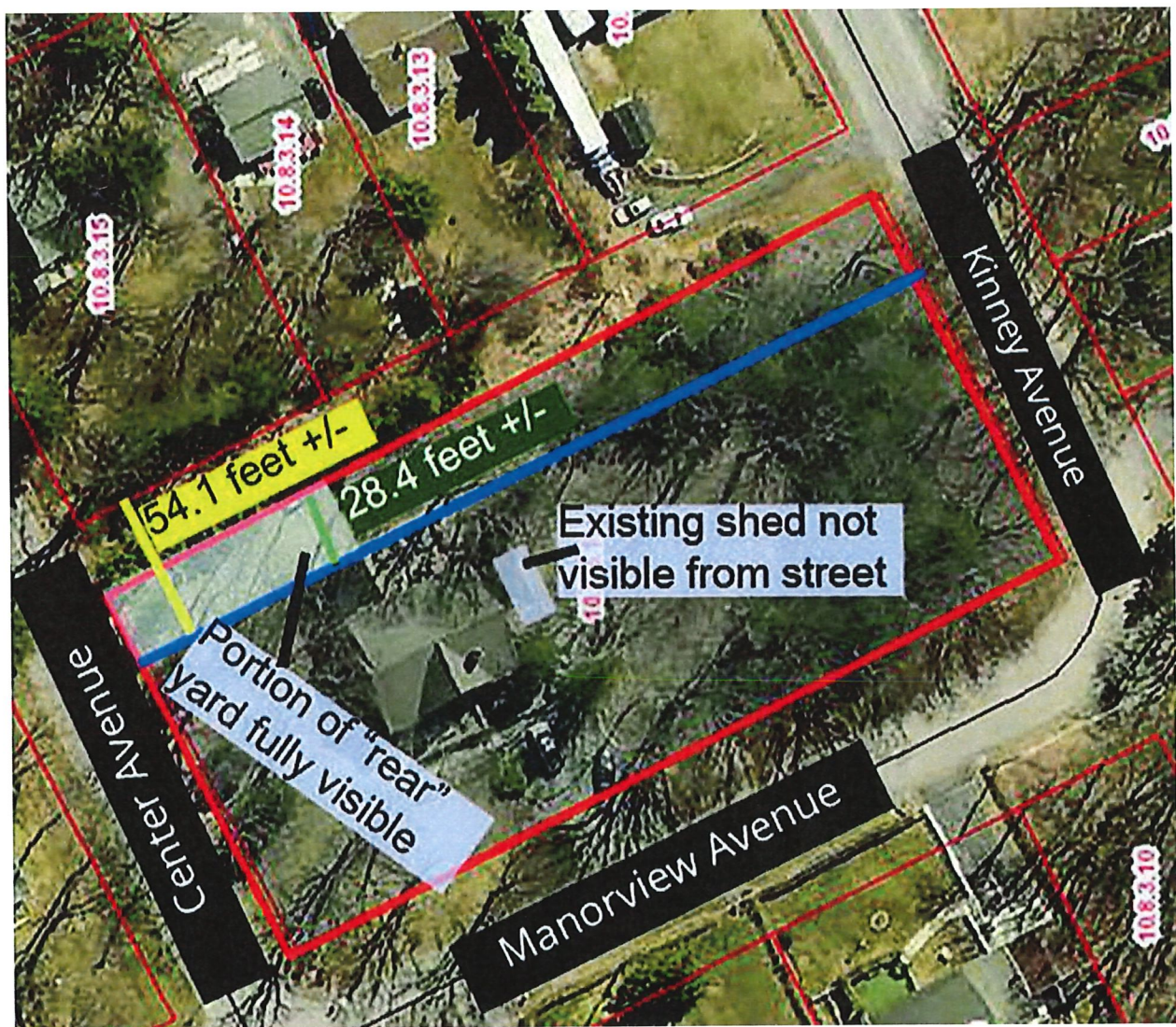
The unique characteristics of my property are

- (1) my property directly borders a roadway on three sides (Center, Manor View, and Kinney Aves), and a “paper roadway” on the fourth side;
- (2) because we border three active and one paper roadway, under our zoning ordinance our property does not appear to have a “rear yard,” creating an impossibility of placing a coop and pen in full compliance with 118-7F(1);
- (3) the yard on the opposite side of the portion of the home facing Manor View Avenue, which some might colloquially refer to as the “rear” yard, is practically fully exposed to viewing from the neighbors with property bordering the paper roadway and Center Ave;
- (4) even if that yard were considered my “rear” yard, there is a setback of only 28.4 feet, which creates an impossibility of placing a coop and pen in compliance with the 118-7F(1) 25-foot property line set back;
- (5) due to trees and vegetation, the yard fronting Kinney Ave is shielded from view of the neighbors on Kinney Ave across from our property;
- (6) due to trees and vegetation, the shed located on the yard fronting Kinney Ave, is shielded from view from Kinney and Manor View Aves, as well as the neighbors with property abutting the paper roadway.

The ordinance states that it both supports “the growing interest of keeping food producing animals in residential areas” and the protection of the “interests of all residents,” including those “who do not want these activities in their neighborhoods.” (118-1).

I am requesting a waiver to permit me to convert the portion the existing shed facing the paper roadway into a coop and adjacent pen. Such a placement would satisfy the intentions set out in 118-1 by placing the coop & pen on a portion of the property which is virtually entirely screened from view from off the property, and by meeting my interest of keeping chickens.

This aerial photo of my property is from the Monroe County GIS map. The red lines were placed by the county GIS and represent property lines. I placed the blue line which marks the portion of my property facing and bounding the paper roadway. The blue line is shown by GIS measurements to be 28.4 feet from my property line and 54.1 feet from the property line of the neighbors abutting the opposite side of the paper roadway. The rectangular shed is highlighted on the Kinney Ave side of the home. There is currently existing trees and vegetation on the paper road, Kinney Ave, and Manor View Ave sides of the shed practically shielding it from view from off of the property.



If granted the waiver, I would follow and be in compliance with all other provisions of the ordinances.

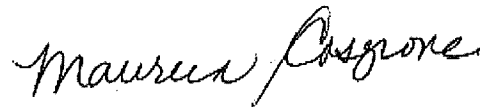


Therefore, I respectfully request that the council grant me a waiver of the provision of the ordinance which mandates that the coop and pen be located in "rear" yards only.

I have appended a draft resolution for your use should you find it adequate.

Many thanks for your kind consideration,

Sincerely,

A handwritten signature in black ink that reads "Maureen Cosgrove". The signature is written in a cursive style with a large, prominent initial 'M'.

Maureen A. Cosgrove

**BOROUGH OF MOUNT POCONO**

**RESOLUTION NO.        OF 2023**

**A Resolution Granting a WAIVER of a portion of §118-7F(1) of the Code of Ordinances waiving the rear yard location requirement.**

WHEREAS, on the 2<sup>nd</sup> day of August, 2022, the Borough of Mount Pocono ADOPTED Ordinance No. 5 of 2022, which approved, under certain enumerated circumstances, the keeping of chickens in the Borough of Mount Pocono; and

WHEREAS, the said ordinance, denominated Ordinance Code §118, requires, in part, in §118-7F(1) that the required coop and pen “shall be located in the rear yard only” (“Rear Yard Location Requirement”); and

WHEREAS, a request for a waiver from the Rear Yard Location Requirement has been submitted by Maureen A. Cosgrove, the resident and owner of 67 Center Avenue in the Borough (the “Subject Property”); and,

WHEREAS, the Council finds that the Subject Property has unique characteristics making compliance with the Rear Yard Location Requirement unusually difficult or impossible, to wit.:

- (1) the Subject Property directly borders a roadway on three sides (Center, Manor View, and Kinney Aves), and a "paper roadway" on the fourth side;
- (2) because the Subject Property borders three active and one paper roadway, it may be that under the Borough Code of Zoning Ordinances, the Subject Property may not have a "rear yard," and in that case creating an impossibility of placing a coop and pen in full compliance with 118-7F(1);
- (3) the yard on the opposite side of the portion of the Subject Property home facing Manor View Avenue, even if considered the "rear" yard, is practically fully exposed to viewing from the neighbors with property bordering the paper roadway and Center Ave;
- (4) said putative "rear" yard has a setback of only 28.4 feet, which creates an impossibility of placing a coop and pen in compliance with the 118-7F(1) 25-foot property line set back;
- (5) due to trees and vegetation, the Subject Property yard fronting Kinney Ave is shielded from view of the neighbors on Kinney Ave across from the Subject Property; and,
- (6) due to trees and vegetation, the existing shed located on the yard of the Subject Property fronting Kinney Ave, is shielded from view from Kinney and Manor View Aves, as well as the neighbors with property abutting the paper roadway;

and

WHEREAS, the council finds that, due to the singular and unique circumstances of the Subject Property, the conversion of a portion of the existing shed facing the paper roadway into a coop and adjacent pen would better satisfy the intentions set out in 118-1 by placing the coop and pen on a portion of the property which is virtually entirely screened from view from off the property than would placement on the putative rear yard;

NOW THEREFORE BE IT RESOLVED as follows:

1. Maureen A. Cosgrove, the resident and owner of 67 Center Avenue in the Borough , is GRANTED a WAIVER of that portion of §118-7F(1) of the Borough of Mount Pocono Code of Ordinances which requires that the required coop and pen "shall be located in the rear yard only."
2. Maureen A. Cosgrove shall comply with the 25-foot roadway setback provision of §118-7F(1).
3. No permit shall be issued to Maureen A. Cosgrove unless and until there is full compliance with all provisions of §118 of the Borough of Mount Pocono Code of Ordinances.
4. This waiver is personal to Maureen A. Cosgrove and does not and will not extend to any subsequent holder of the property at 67 Center Avenue in the Borough.

IN WITNESS WHEREOF, The Council of the Borough of Mount Pocono approves this Resolution on the \_\_\_ day of \_\_\_\_\_, 2023.

---

Donald Struckle, Borough Council President

**ATTEST:**

---

Joshua Walker, Borough Manager

BOROUGH COUNCIL  
BOROUGH OF MOUNT POCONO  
MONROE COUNTY, PENNSLVANIA

ORDINANCE NO   5  

AN ORDINANCE TO AMEND PART 7 OF THE ZONING CODE, CHAPTER 215 OF THE BOROUGH CODES, FOR  
THE BUILDING HEIGHT LIMITATION  
FOR WAREHOUSES APPROVED BY CONDITIONAL USE IN THE  
C-2 COMMERCIAL, GENERAL ZONING DISTRICT

The Borough Council of Mount Pocono Borough does hereby ENACT and ORDAIN:

SECTION 1. AMENDMENT TO CODE

The Zoning Code of the Borough of Mount Pocono, Chapter 215 of the Borough Codes, is hereby amended to add the following to the Table labeled Part 7 Maximum Building Height in Attachment 2 Schedule of Development Standards:

Exception for Warehouses. The Building Height for buildings for warehouse use which have been approved by the Borough Council as a conditional use in the C-2 District shall be 50 feet measured as an average of the height at the building corners from the first floor slab to the outside roof surface at the corner, excluding parapets or other decorative appurtenances.

SECTION 2. - SEVERABILITY

The provisions of this Ordinance are severable, and if any Section, sentence, clause or phrase shall be held by a court of competent jurisdiction to be illegal, invalid, or unconstitutional, the remaining portions of this Ordinance shall not be affected or impaired thereby.

SECTION 3. - REPEALER

Any ordinance or part of any Ordinance conflicting with the provisions of this Ordinance shall be deemed and the same are hereby repealed to the extent of such conflict.

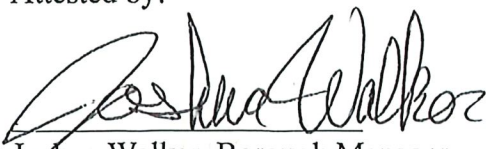
SECTION 4. - EFFECTIVE DATE

This Ordinance shall take effect and be in force immediately.

RDAINED AND ENACTED by affirmative vote, at a public meeting after public notice as required by law, of a majority of the Council of the Borough of Mount Pocono, Monroe County, Pennsylvania, this   4th   day of   October  , 2021.

  
Francis R. O'Boyle, Council President

Attested by:

  
Joshua Walker, Borough Manager

MOUNT POCONO BOROUGH

MONROE COUNTY, PENNSYLVANIA

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

**AN ORDINANCE ENACTED PURSUANT TO THE LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE LAW (LERTA), AUTHORIZING TAX EXEMPTIONS FROM PROPERTY TAX FOR CERTAIN DETERIORATED INDUSTRIAL, COMMERCIAL OR OTHER BUSINESS PROPERTY; DEFINING ELIGIBLE DETERIORATED AREAS; SETTING A MAXIMUM EXEMPTION AMOUNT AND AN EXEMPTION SCHEDULE; AND PROVIDING A PROCEDURE FOR SECURING AN EXEMPTION.**

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania passed Act 76 of 1977 (72 P.S. § 4722, et seq.), known as the Local Economic Revitalization Tax Assistance Law ("LERTA" or the "Act") which authorized local taxing authorities to provide for tax exemption for certain deteriorated industrial, commercial and other business property; and

WHEREAS, the Council of Mount Pocono Borough (the "Council"), in accordance with said Act, held a public hearing on \_\_\_\_\_, 2023 to determine the boundaries of said deteriorated area which shall be identified as the "Deteriorated Area"; and

WHEREAS, the Council, at the conclusion of the public hearing, enacted Resolution No. \_\_\_\_\_ which identified the Deteriorated Area located within Mount Pocono Borough which are eligible for tax exemption pursuant to this Ordinance; and

WHEREAS, the Council now wishes to establish and adopt an ordinance to establish a tax exemption for the Deteriorated Area pursuant to LERTA for a period of ten years as described herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Council as follows:

**SECTION 1. DEFINITIONS.** As used in this Ordinance, the following words and phrases shall have the meaning set forth below:

- A. "Deteriorated Property" means any industrial, commercial or other business property owned by an individual, association or corporation, and located in a "Deteriorated Area", as provided by Resolution of the Council or any such property which has been the subject of an order by the Council or other governmental agency requiring the unit to be vacated, condemned or demolished by reason of non-compliance with laws, ordinances or regulations.
- B. "Improvement(s)" means repair, construction or reconstruction, including

alterations or additions, having the effect of rehabilitating a deteriorated property so that it becomes habitable or attains higher standards of safety, health, economic use or amenity or is brought into compliance with laws, ordinances or regulations governing such standards. Ordinary upkeep and maintenance shall not be deemed an improvement.

- C. "Local Governing Body" means the Council of Mount Pocono Borough.

**SECTION 2. EXEMPTION.**

- A. The exemption from real property taxes shall be limited:
  - (1) To the exemption schedule as established within this Ordinance.
  - (2) To that portion of the additional assessment attributable to the actual cost of Improvements to the Deteriorated Property.
  - (3) To the assessment valuation attributable to the cost of construction of a new industrial, commercial or other business unit.
- B. In all cases, the exemption from taxes shall be limited to that portion of the additional assessment attributable to the Improvement and for which a separate assessment has been made by the Monroe County Board of Assessment and for which an exemption has been separately requested.
- C. No tax exemption shall be granted if the property owner does not secure the necessary and proper permits prior to improving the property.
- D. No tax exemption shall be granted if the property owner is delinquent in the payment of real estate taxes at the time of application for tax exemption.
- E. In any case, after the effective date of this Ordinance, when Deteriorated Property is damaged, destroyed or demolished, by any cause or for any reason, and the assessed valuation of the property affected has been reduced as a result of said damage, destruction or demolition, the exemption from real property taxation authorized by this Ordinance shall be limited to that portion of new assessment attributable to the actual cost of Improvements that is in excess of the original assessments that existed prior to damage, destruction or demolition of the property.
- F. Any exemption permissible under this Ordinance shall not be applied to any residential home, apartment buildings or other living establishments, except hotels and motels which rent rooms to travelers on a short-term basis.

**SECTION 3. EXEMPTION AREA.** The Council enacted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2023 which identified the boundaries of the Deteriorated Area. A copy of Resolution No. \_\_\_\_\_ is attached hereto as Exhibit "A". Subject to the limitations set forth in this Ordinance, all commercial, industrial or local business properties located in the Deteriorated Area may be eligible to participate in the tax exemption program established in this Ordinance.

**SECTION 4. EXEMPTION SCHEDULE.**

- A. The schedule of real estate taxes to be exempted shall be in accordance with the following percentage of Improvements to be exempted each year.

<b>YEAR</b>	<b>PORTION TO BE EXEMPT</b>
First Year	90%
Second Year	80%
Third Year	70%
Fourth Year	60%
Fifth Year	50%
Sixth Year	40%
Seventh Year	30%
Eighth Year	20%
Ninth Year	10%
Tenth Year	0%

- B. The exemption from taxes granted under this Ordinance shall be upon the property, and shall not terminate upon the sale or exchange of the property.
- C. If an eligible property is granted tax exemption pursuant to this Ordinance, the Improvement shall not, during the exemption period, be considered a factor in assessing other properties.
- D. After the 9th year, the exemption shall terminate.

**SECTION 5. NOTICE TO TAXPAYERS.**

- A. There shall be placed on the form application for a building permit the following notation:

Under the provisions of Ordinance No. \_\_\_\_\_, you may be entitled to a property tax exemption on your contemplated alteration or new construction. An application for exemption may be secured from the Code Enforcement Office and must be filed with the Township at the time a building permit is secured.

- B. At the time a building permit is secured for the construction of an Improvement for which an exemption is requested, the taxpayer shall apply to the Borough Council for the exemption provided for in this Ordinance. A request for the exemption must be in writing and include the following information:
- (1) The date the building permit was issued for the Improvements.
  - (2) The type of Improvement.
  - (3) The summary of the plan of the Improvement.
  - (4) The cost of the Improvement.
  - (5) Any or all such additional information required.

**SECTION 6. PROCEDURE FOR OBTAINING EXEMPTION.** A copy of the written request for exemption shall be forwarded to the Monroe County Assessment Office by the Borough. Upon completion of the Improvement, the taxpayer shall notify the Council so that the Council may have the Assessor assess the Improvements separately for the purpose of calculating the amount of assessment eligible for tax exemption in accordance with the limits established in this Ordinance. The Borough will then obtain from the Assessor the amount of the assessment eligible for exemption, and will notify the taxpayer. Appeals from the reassessment and the amount eligible for the exemption may be taken by the taxpayer or by the Borough as provided by law.

**SECTION 7. TERMINATION.** Unless otherwise repealed by the Council of Commissioners, this Ordinance shall terminate five (5) years from the effective date hereof. Nothing contained herein shall act to prohibit the Council of Commissioners from enacting a similar Ordinance, or extending this one. Any property tax exemptions granted under the



provisions of this Ordinance shall be permitted to continue according to the exemption schedule even if this Ordinance expires or is repealed.

**SECTION 8. SEVERABILITY.** The provisions of this Ordinance are severable, and if any of its sections, clauses or sentences shall be held illegal, invalid or unconstitutional, such provisions shall not affect or impair any of the remaining sections, clauses or sentences.

**SECTION 9. REPEALER.** All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption.

ENACTED AND ORDAINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ATTEST:

MOUNT POCONO BOROUGH, BY ITS  
COUNCIL

\_\_\_\_\_  
, Secretary

\_\_\_\_\_  
Randy Altemose, Mayor

\_\_\_\_\_  
Don Struckle, President

\_\_\_\_\_  
Lori Noonan, Vice President

\_\_\_\_\_  
Norman DeLano, Member

\_\_\_\_\_  
Debra Fulton, Member

\_\_\_\_\_  
Ann Marie Harris, Member

\_\_\_\_\_  
Ella Santiago, Member

**MOUNT POCONO BOROUGH**

**MONROE COUNTY,**

**PENNSYLVANIA**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE BOROUGH OF MOUNT POCONO, MONROE COUNTY, PENNSYLVANIA, ESTABLISHING BOUNDARIES OF A DETERIORATED AREA WHICH WILL BE ELIGIBLE FOR TAX EXEMPTION PURSUANT TO THE LOCAL ECONOMIC REVITALIZATION TAX ASSISTANCE LAW ("LERTA") ENACTED BY THE GENERAL ASSEMBLY OF PENNSYLVANIA AS ACT 76 OF 1977, 72 P.S. §4722 ET SEQ.**

WHEREAS, the General Assembly of Pennsylvania enacted Act 76 of 1977, 72 P.S. § 4722 *et seq.*, known as the Local Economic Revitalization Tax Assistance Act ("LERTA") which authorizes local taxing authorities to provide for tax exemption for certain deteriorated industrial, commercial and other business properties located in a designated deteriorated area; and

WHEREAS, after conducting a public hearing to determine the boundaries of the deteriorated area which would be subject to tax exemption pursuant to LERTA, the Council of Mount Pocono Borough (the "Council") now desires to establish the boundaries of the deteriorated area which, it has determined, qualifies for tax exemption.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Mount Pocono that the boundaries of the deteriorated area which shall be eligible for tax exemption under LERTA is the real property identified as Monroe County Tax Parcels 10.7.1.2, 10.7.1.2-1, 10.7.1.2-2, and 10.7.1.2-3 and which is also described by metes and bounds on Exhibit A to this Resolution.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

MOUNT POCONO BOROUGH,  
BY ITS COUNCIL

\_\_\_\_\_  
, Secretary

\_\_\_\_\_  
Randy Altemose, Mayor

\_\_\_\_\_  
Don Struckle, President

\_\_\_\_\_  
Lori Noonan, Vice President

\_\_\_\_\_  
Norman DeLano, Member

\_\_\_\_\_  
Debra Fulton, Member

\_\_\_\_\_  
Ann Marie Harris, Member

\_\_\_\_\_  
Ella Santiago, Member

EXHIBIT A  
LEGAL DESCRIPTION

Thence along the easterly right-of-way line of Industrial Park Drive by a curve to the left having a radius of 1030.00 feet, an arc length of 114.35 feet, a chord bearing North 54° 36' 06" West a distance of 114.29 feet to a 2 inch iron pipe in concrete (found) at other lands now or formerly of Pocono Star Properties L.P.;

Thence along the northerly right-of-way line of said Pocono Star Boulevard, said lands of Pocono Star Properties LP, and lands now or formerly of Geisinger Clinic, North 42° 29' 51" East a distance of 852.29 feet to a drill hole in stone (found) at the Southwest corner of lands now or formerly of LPC Pocono I L.P.;

Thence along the dividing line of lands now or formerly of LPC Pocono I LP, North 42° 02' 13" East a distance of 1968.01 feet to 2 inch pipe (found) lying on the western line of lands now or formerly of Pocono Mountains Municipal Airport Authority;

Thence along various landowners, South 53° 16' 38" East a distance of 625.27 feet to an iron pin (found);

Thence along lands now or formerly of Ronald G. & Jenette G. Sarajian, North 35° 46' 49" East a distance of 308.46 feet to a concrete monument (found);

Thence along various landowners, South 53° 07' 07" East a distance of 1959.38 feet to a point lying on said northern legal right-of-way line of Pocono Summit Road (S.R. 940 - variable width);

Thence along said legal right-of-way line of S.R. 940 the following three (3) curves, courses and distances;

- 1) South 77° 15' 41" West a distance of 1068.83 feet to a 1 inch pipe (found);
- 2) by a curve to the left having a radius of 5,789.65, an arc length of 1,293.48 feet, a chord bearing of South 70° 51' 40" West a distance of 1,290.79 feet to a point;
- 3) South 64° 27' 39" West a distance of 425.78 feet to an iron pin with cap (found), said point being the **POINT OF BEGINNING.**

**CONTAINING:** 84.69 acres of land

Pocono Star Properties LP  
3379 Pocono Summit Road  
PID # 10.7.1.2

Deed Book 2009 - 1429  
Deed Book 2258 - 1891  
Deed Book 2013 - 1362  
Lot # 4 of Map Book 71 - 104

Area (including PID #10.7.1.2-1)  
= 83.15 Acres

Area (Pocono Star Blvd.)  
= 1.53 Acres

Area (Total)  
= 84.69 Acres

Being Parcel 10.7.1.2 containing 84.415 acres.  
Being Parcel 10.7.1.2-1 containing .275 acres.

## MEMORANDUM

TO: J. Fareri  
FROM: G. Asimos  
DATE: April 7, 2023  
RE: LERTA PROCESS OUTLINES

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### OVERVIEW

The LERTA allows, but does not require, the three governments that impose real estate taxes, to abate taxes for up to 10 years, for properties in areas that are designated as “deteriorated”. The abatement reduces the assessed value (and therefore the real estate tax paid) on the value of improvements made to the property (not land). The abatement begins the tax year after the certificate of occupancy is issued.

Subjects covered:

- Statute
- Deteriorated Areas
- Borough
- County
- School District
- Selected Cases
- Suggested Procedure

### STATUTE

The relevant statute is named the Local Economic Revitalization Tax Assistance Act (hence LERTA) and is found at 72 P.S. §§4722-4727.

The purpose of LERTA is “to authorize local taxing authorities to exempt new construction in deteriorated areas of economically depressed communities and improvements to certain deteriorated industrial, commercial and other business property . . . .” 72. P.S. §4723

Procedure, according to 72 P.S. §§4725, 4727

- Each local taxing authority may by ordinance or resolution exempt from real property taxation the assessed valuation of improvements to deteriorated properties and the assessed valuation of new construction within the respective municipal governing bodies designated deteriorated areas of economically depressed communities in the amounts and in accordance with the provisions and limitations hereinafter set forth.

- Prior to the adoption of the ordinance or resolution authorizing the granting of tax exemptions, the municipal governing body shall affix the boundaries of a deteriorated area or areas, wholly or partially located within its jurisdiction, if any.
- At least one public hearing shall be held by the municipal governing body for the purpose of determining said boundaries.
- At the public hearing the local taxing authorities, planning commission or redevelopment authority and other public and private agencies and individuals, knowledgeable and interested in the improvement of deteriorated areas, shall present their recommendations concerning the location of boundaries of a deteriorated area or areas for the guidance of the municipal governing bodies, such recommendations taking into account the criteria set forth in the act of May 24, 1945 (P.L. 991, No. 385),<sup>1</sup> known as the “Urban Redevelopment Law,” for the determination of “blighted areas,” and the criteria set forth in the act of November 29, 1967 (P.L. 636, No. 292),<sup>2</sup> known as the “Neighborhood Assistance Act,” for the determination of “impoverished areas,” and the following criteria: unsafe, unsanitary and overcrowded buildings; vacant, overgrown and unsightly lots of ground; a disproportionate number of tax delinquent properties, excessive land coverage, defective design or arrangement of buildings, street or lot layouts; economically and socially undesirable land uses.
- Adjoining land may be included in accordance with 72 P.S. §4725.
- The ordinance or resolution must specify a description of each such area as determined by the municipal governing body, as well as the cost of improvements per unit to be exempted, and the schedule of taxes exempted as hereinafter provided.
- The local taxing authorities may by implementing ordinance or resolution agree to adopt tax exemptions contingent upon the similar adoption by an adjacent local taxing authority or by a local taxing authority with mutual jurisdiction, within the limitations provided in the statute.
- Any person desiring tax exemption pursuant to ordinances or resolutions adopted pursuant to this act, shall notify each local taxing authority granting such exemption [1] in writing [2] on a form provided by it [3] submitted at the time he secures the building permit, or if no building permit or other notification of new construction or improvement is required, at the time he commences construction. 72 P.S. §4727
- copy of the exemption request shall be forwarded to the board of assessment and revision of taxes or other appropriate assessment agency. 72 P.S. §4727
- after completion of the new construction or improvement, the assessment board assesses separately the new construction or improvement (i.e., not the land value component of the assessment) and calculates the amounts of the assessment eligible for tax exemption in accordance with the limits established by the local taxing authorities and notifies the taxpayer and the local taxing authorities of the reassessment and amounts of the assessment eligible for exemption
- “the LERTA statute itself creates no right to a hearing and adjudication for a Taxpayer before a taxing body where that taxing body [in this case a school district] has not adopted a LERTA designation.” *Jennison Fam. Ltd. P'ship v. Montour Sch. Dist.*, 802

A.2d 1257, 1264 (Pa.Cmwlt. 2002) (school district superintendent and solicitor conferred and denied the application without a hearing)

Exemption Schedule, according to 72 P.S. §4726

- tax exemption may be based on the assessment attributable to the actual cost of new construction or improvements OR up to any maximum cost uniformly established by the municipal governing body
- in addition, the actual amount of taxes exempted must be in accordance with a schedule established by the local taxing authority (school district, county or municipality), with the following guidelines: exemption may not exceed ten years; the schedule must stipulate the portion of new construction or improvements to be exempted each year; and the exemption from taxes shall be limited to the additional assessment valuation attributable to the actual costs of new construction or improvements to deteriorated property or not in excess of the maximum cost per unit established by a municipal governing body.
- The exemption is on the property (not the owner) and so the exemption does not terminate upon the sale or exchange of the property.

DETERIORATED AREA

From 72 P.S. §4725:

- unsafe, unsanitary and overcrowded buildings;
- vacant, overgrown and unsightly lots of ground;
- a disproportionate number of tax delinquent properties, excessive land coverage, defective design or arrangement of buildings, street or lot layouts;
- economically and socially undesirable land uses.

From Urban Redevelopment Law 35 P.S. §1701 et seq:

35 P.S. §1712.1

(c) Blighted property shall include:

(1) Any premises which because of physical condition or use is regarded as a public nuisance at common law or has been declared a public nuisance in accordance with the local housing, building, plumbing, fire and related codes.

(2) Any premises which because of physical condition, use or occupancy is considered an attractive nuisance to children, including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures.

(3) Any dwelling which because it is dilapidated, unsanitary, unsafe, vermin-infested or lacking in the facilities and equipment required by the housing code of the municipality, has been designated by the department responsible for enforcement of the code as unfit for human habitation.



(4) Any structure which is a fire hazard, or is otherwise dangerous to the safety of persons or property.

(5) Any structure from which the utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.

(6) Any vacant or unimproved lot or parcel of ground in a predominantly built-up-neighborhood, which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin.

(7) Any unoccupied property which has been tax delinquent for a period of two years prior to the effective date of this act, and those in the future having a two year tax delinquency.

(8) Any property which is vacant but not tax delinquent, which has not been rehabilitated within one year of the receipt of notice to rehabilitate from the appropriate code enforcement agency.

(9) Any abandoned property. A property shall be considered abandoned if:

(i) it is a vacant or unimproved lot or parcel of ground on which a municipal lien for the cost of demolition of any structure located on the property remains unpaid for a period of six months;

(ii) it is a vacant property or vacant or unimproved lot or parcel of ground on which the total of municipal liens on the property for tax or any other type of claim of the municipality are in excess of 150% of the fair market value of the property as established by the Board of Revisions of Taxes or other body with legal authority to determine the taxable value of the property; or

(iii) the property has been declared abandoned by the owner, including an estate that is in possession of the property.

From the Neighborhood Assistance Act.”

This law has been repealed.

#### Mt. Pocono Borough Ordinance

I could not find a reference to LERTA nor to any establishment of a deteriorated or blighted area in the Borough Codes online.

#### Monroe County Ordinance

Their ordinances are not available online, so we will need to reach out to their Solicitor’s office or the Commissioners’ office. They could have an ordinance, a record of past exemptions and an application form.

### Some Cases Useful to Know

*MacDonald, Illig, Jones & Britton v. Erie County Board of Assessment Appeals*, 604 A.2d 306 (Pa.Cmwlth. 1992) (tax exemption begins in year after completion of construction or improvement, rather than the year after issuance of a building permit, when the assessed value does not yet reflect the value of the completed construction or improvement)

*Northwood Nursing Care and Convalescent Home, Inc. v. City of Philadelphia Board of Revision of Taxes*, 511 A.2d 281 (Pa.Cmwlth. 1986) (LERTA requires that the request for exemption be applied for at the time a building permit is issued; and a city ordinance stating this has occurred if application is made within 60 days after a building permit is issued is an allowable procedure under the Act)

*Academy Plaza Associates, Ltd. V. Board of Revision of Taxes, City of Philadelphia*, 502 A.2d 1101 (Pa.Cmwlth. 1986) (court declined to allow owner to file application for exemption eight months after a building permit was issued; so exemption was not available)

*Choe v. Philadelphia Board of Revision of Taxes*, 251 A.3d 858 (Pa.Cmwlth. 2021) (10 year exemption expired at 10<sup>th</sup> year after developer completed condominium building, not 10 years after unit owners purchased their units; City began exemption in the tax year immediately following last temporary Certificate of Occupancy)

*Jennison Family Limited Partnership v. Montour School District*, 802 A.2d 1257 (Pa.Cmwlth. 2002) (the School District discretion as to whether to exempt a taxpayer's improvement from taxation in a LERTA designated area; the court also addressed uniformity of decisionmaking by the school district; and the decision was made "by the superintendent and solicitor who denied the application without a hearing; there is no reference to the application being made with a building permit)

### SUGGESTED PROCEDURE:

1. Define proposed area to be designated as a "deteriorated area"
2. Establish "schedule" up to a maximum of 10 years of exemption, e.g., 10 years declining at 100%, 90%, 80%, etc. or 5 years declining at 100%, 80%, 60%, etc.
3. Possible review of proposal, ordinances, application by County Planning Commission
4. Municipal governing body (Mt. Pocono Borough Council) holds hearing on the subject of determining the boundary of deteriorated areas. 72 P.S. §4725
5. Governing body establishes the boundaries of the deteriorated area, presumably by ordinance though the statute does not specify this. 72 P.S. §4725
6. Each taxing authority (School District, County, municipality) adopts ordinance or resolution granting the tax exemptions for the designated deteriorated area. 72 P.S. §4725
7. Notify each local taxing authority in writing – on a form provided by the taxing authority – at the time the building permit is "secured". The exemption from taxes authorized by this act shall be upon the property exempted and shall not terminate upon the sale or exchange of the property.

8. A copy of the exemption request is forwarded to the board of assessment appeals (a County office in Monroe)
9. Taxing authorities then decide whether or not to grant the application, presumably based on their ordinances

AGREEMENT NO.: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**COMMONWEALTH AND MUNICIPAL  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

\_\_\_\_\_ Mount Pocono Borough \_\_\_\_\_, a political subdivision in the County of  
\_\_\_\_\_ Monroe \_\_\_\_\_, Pennsylvania, by acting through its proper official (“Municipality”).

**BACKGROUND**

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
  - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
  - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
- d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
- e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
- f. **Traffic Signal Permit** means a document issued by PennDOT, which:
  - i. approves installation of the Traffic Signal;
  - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
  - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).

2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.

3. **Ownership of Traffic Signals and Maintenance Requirements.**

**a. Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

**b. Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

**c. Maintenance Records.**

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

4. **Failure to Perform Maintenance.** If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.



5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.
  
6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.
  
7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT's virtual private network ("VPN"). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT's discretion.
- b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT's VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT's discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
- c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
- d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.

9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the

Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.
11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.
12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:
  - a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
  - b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.

- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
  - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Grantee.
14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
17. **Severability.** The provisions of this Agreement shall be 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 the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the 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 shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the 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 shall 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 minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

[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.

**Attest:**

**Municipality**

\_\_\_\_\_  
Signature Date  
Joshua Walker

\_\_\_\_\_  
Printed Name  
Borough Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
Donald Struckle

\_\_\_\_\_  
Printed Name  
Council President

\_\_\_\_\_  
Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

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**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Secretary or Designee Date

**APPROVED AS TO FORM AND LEGALITY:**

BY \_\_\_\_\_  
Office of Chief Counsel Date

Preapproved Form: OGC No. 18-FA-81.0  
OAG Approved 8/17/2021

## PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

### PREVENTATIVE MAINTENANCE

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

### RESPONSE MAINTENANCE

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

#### FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

#### EMERGENCY (TEMPORARY) REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.



## SIGNAL MAINTENANCE ORGANIZATION

### PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

### TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

### BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

## MUNICIPAL CONTACT INFORMATION

### Non – Emergency Municipal Contact Information

Name of Municipality: Mount Pocono Borough  
Municipal Address: 1361 Pocono Blvd  
Municipal Phone Number: (570) 839-8436 Alternate Phone Number: \_\_\_\_\_  
Municipal Contact Person: Joshua Walker Title: Borough Manager  
E-mail Address: office@mountpocono-pa.gov  
Municipal Hours of Operation: Monday to Friday 8:30am to 4:30pm  
Preferred Method of Contact:  Phone  E-Mail

### Emergency Municipal Contact Information

Emergency Contact Person: James Trombetta Title: Road Crew Supervisor  
Municipal Phone Number: (570) 656-0758 Alternate Phone Number: \_\_\_\_\_  
E-mail Address: roadcrew@mountpocono-pa.gov  
Preferred Method of Contact:  Phone  E-Mail

### Maintenance and Operation Information

Preventative Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Response Maintenance performed by:

Municipal Personnel  Municipal Contractor  Municipal Personnel & Contractor

Maintenance and Operations Contractor Contact Name: Bill Dunn

Company/Organization: Signal Service

Phone #: (610) 429-8073 Alt Phone #: \_\_\_\_\_

E-mail: bdunn@signalservice.com

## RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

### Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

### Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

### Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work



# APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

## A – Maintenance and Operation Information

- Municipality has a fully executed Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality, Agreement # \_\_\_\_\_, with an effective date of \_\_\_\_\_. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Commonwealth and Municipal Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

## B – Application Description

PennDOT District: \_\_\_\_\_ County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Location (Intersection): \_\_\_\_\_

Traffic Control Device is:  NEW Traffic Signal  EXISTING Traffic Signal, permit # \_\_\_\_\_

Type of Device (select one):  Traffic Control Signal  Electronic Sign  Flashing Warning Device

In-Roadway Warning Lights  Intersection Control Beacon

Rectangular Rapid Flashing Beacon (RRFB)  School Zone Speed Limit Sign

LED Border Lit Sign  Other \_\_\_\_\_

Is Traffic Signal part of a system?  Yes  No System Number (if applicable): \_\_\_\_\_

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

## C – Attachments Listing

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Municipal Resolution           | <input type="checkbox"/> Location Map                          | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs                           | <input type="checkbox"/> Turn Lane Analysis                 |
| <input type="checkbox"/> Warrant Analysis               | <input type="checkbox"/> Straight Line Diagram                 | <input type="checkbox"/> Turn Restriction Studies           |
| <input type="checkbox"/> Crash Analysis                 | <input checked="" type="checkbox"/> Capacity Analysis          | <input type="checkbox"/> Municipal Contact Information      |
| <input type="checkbox"/> Traffic Signal Study           | <input checked="" type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____                       |
| <input type="checkbox"/> Condition Diagram              |  |   |

## D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Commonwealth and Municipal Traffic Signal Maintenance Agreement referenced in Section A.

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Municipal Authorized Official: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

### DEPARTMENT USE ONLY

County: \_\_\_\_\_ Engineering District \_\_\_\_\_

Department Tracking #: \_\_\_\_\_ Initial Submission Date: \_\_\_\_\_

## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not 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 the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit F



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor 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 their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"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](#), the *4 Pa. Code §7.153(b)*, shall apply.
  - g. **"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.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or 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 of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall 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 prior to Commonwealth execution of the contract. Contractor shall 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 Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

  - (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 is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G





- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When 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 such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall 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. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall 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. Such information may include, but shall 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. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall 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 otherwise.



**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H



## Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined 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 of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

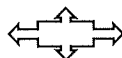
1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/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.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be 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.
6. The Contractor may search the 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.

Exhibit I

### Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for 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 must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT J

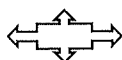


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. 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 indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive 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.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT J



**RESOLUTION NO. Resolution Number**

BE IT RESOLVED, by authority of the Mount Pocono Borough Council  
of the Mount Pocono Borough, Monroe  
County, and it is hereby resolved by authority of the same, that the Borough Manager  
of Mount Pocono Borough be authorized and directed to submit  
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached  
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal  
Approval either in writing or via electronic signature, to the Department of Transportation and to  
sign this Agreement on behalf of Mount Pocono Borough.

**Attest:** Mount Pocono Borough

_____	_____	By: _____	_____
Signature	Date	Signature	Date
_____	_____	_____	_____
Borough Manager		Council President	
Title		Title	

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) (Official title)  
of the \_\_\_\_\_, do hereby certify that the  
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	_____
Date	Signature

(SEAL)



**Magisterial District Court 43-4-02**  
**Vehicle, Crimes Code and Miscellaneous Income Report - Recipient Reporting**  
**Mount Pocono Borough, Mount Pocono - March 2023**

PD Date Receipt # Docket # Amt Received  
 Defendant Name  
 Transaction Type / Reason  
 Title / Section / Subsection Charge Description

**Mount Pocono Borough, Mount Pocono (403)**  
 Title 18 - Payable to Municipality \$2,824.75  
 Title 75, Motor Vehicle (Motor License Fund) \$1,811.07  
 Title 75, Parking Offenses (Motor License Fund) \$50.00  
**\$4,685.82**

Check Number: 12853 Amount: \$4,685.82

08/05/2022 43402-2022-R0002339 \$321.79  
 Baumann, Ewa Alina MJ-43402-NT-0000297-2021  
 Payment

Fines

(MP) MC \$150.00  
 18 §3929 §§A1 Retail Theft-Take Mdse  
 Citation: R 3174764-5

Costs/Fees

08/08/2022 43402-2022-R0002349 \$321.79  
 Tames, Matilda Selma MJ-43402-NT-0000219-2021  
 Payment

Fines

(MP) MC \$150.00  
 18 §3929 §§A1 Retail Theft-Take Mdse  
 Citation: R 3174927-0

Costs/Fees

03/01/2023 43402-2023-R0000618 \$148.86  
 Brunson, Melody MJ-43402-NT-0000198-2022  
 Payment From Escrow

Fines

(MT) MC \$50.75  
 18 §3929 §§A1 Retail Theft-Take Mdse  
 Citation: R 3308957-1

Costs/Fees

RECEIVED  
 APR 07 2023  
 MT. POCONO BOROUGH

Restitution

Miscellaneous

Total Paid: \$150.00

Restitution

Miscellaneous

Total Paid: \$150.00

Restitution

Miscellaneous

Total Paid: \$50.75

## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Total
03/01/2023	43402-2023-R0000619	\$90.00		
	Rivera, Anthony Edward			
	MJ-43402-TR-0001225-2022			
	Payment From Escrow			
	Fines			
	(MT) MC	\$4.01		
	75 \$3111 SSA		Obedience to Traffic-Control Devices	
	Citation: E 0014676-4			
	Rivera, Anthony Edward			
	MJ-43402-TR-0001226-2022			
	Payment From Escrow			
	Fines			
	(MT) MC	\$4.98		
	75 \$4703 SSA		Operat Veh W/O Valid Inspect	
	Citation: E 0014677-5			
03/01/2023	43402-2023-R0000621	\$50.00		
	Poulard, Malaysia Princess			
	MJ-43402-NT-0000377-2022			
	Payment From Escrow			
	Fines			
	(MT) MC	\$26.56		
	18 \$3929 SSA1		Retail Theft-Take Mdse	
	Citation: R 3431846-5			
03/01/2023	43402-2023-R0000625	\$60.00		
	Sawadugo, Mourad			
	MJ-43402-NT-0000372-2022			
	Payment			
	Fines			
	(MP) MC	\$3.12		
	18 \$5503 SSA4		Disorderly Conduct Hazardous/Physi Off	
	Citation: R 3431966-6			
	Costs/Fees			
			Restitution	
	Costs/Fees			
			Miscellaneous	
			Total Paid:	\$3.12
	Fines			
	(MT) MC	\$26.56		
	18 \$3929 SSA1		Retail Theft-Take Mdse	
	Citation: R 3431846-5			
03/01/2023	43402-2023-R0000621	\$50.00		
	Poulard, Malaysia Princess			
	MJ-43402-NT-0000377-2022			
	Payment From Escrow			
	Fines			
	(MT) MC	\$26.56		
	18 \$3929 SSA1		Retail Theft-Take Mdse	
	Citation: R 3431846-5			
03/01/2023	43402-2023-R0000625	\$60.00		
	Sawadugo, Mourad			
	MJ-43402-NT-0000372-2022			
	Payment			
	Fines			
	(MP) MC	\$3.12		
	18 \$5503 SSA4		Disorderly Conduct Hazardous/Physi Off	
	Citation: R 3431966-6			
	Costs/Fees			
			Restitution	
	Costs/Fees			
			Miscellaneous	
			Total Paid:	\$3.12

\* PSP Interstate

MDJS 2000C



# Mount Pocono Borough, Mount Pocono - March 2023

03/01/2023 43402-2023-R0000626 \$387.52

Parenti, Brittanie Marie MJ-43402-TR-0000957-2018  
Payment

Fines

(MP) MC \$9.78  
75 \$3309 \$\$1 Disregard Traffic Lane (Single)

Citation: E 0002600-3  
Parenti, Brittanie Marie MJ-43402-TR-0000958-2018  
Payment

Fines

(MP) MC \$98.91  
75 \$1543 \$\$A Driv While Oper Priv Susp Or Revoked

Citation: E 0002999-3

03/01/2023 43402-2023-R0000627 \$3.00

Parenti, Brittanie Marie MJ-43402-TR-0000958-2018  
Payment

Fines

(MP) MC \$1.09  
75 \$1543 \$\$A Driv While Oper Priv Susp Or Revoked

Citation: E 0002999-3

03/01/2023 43402-2023-R0000629 \$360.00

Ore Vivanco, Cristhian MJ-43402-TR-0000192-2023  
Payment

Fines

(MP) MC \$12.50  
75 \$3809 \$\$A Restrictions on Alcoholic Beverages

Citation: E 0016520-0  
Ore Vivanco, Cristhian MJ-43402-NT-0000090-2023  
Payment

Fines

(MP) MC \$25.00  
18 \$5505 \$\$ Public Drunkenness And Similar Misconduct

Citation: R 3628858-2

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$9.78

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$98.91

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$1.09

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$12.50

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$25.00

\* PSP Interstate

MDJS 2000C

## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Total
03/02/2023	43402-2023-R0000641	\$50.00		
	Moyer, Miranda Danee			
	MJ-43402-NT-0000060-2023			
	Payment			
	Fines		Costs/Fees	Restitution
	(MP) MC	\$2.62		
	18 \$5503 \$SA1		Disorderly Conduct Engage In Fighting	
	Citation: R 3628807-0			
	Total Paid:			\$2.62
	Miscellaneous			
03/03/2023	43402-2023-R0000646	\$337.00		
	Acosta, John Anthony			
	MJ-43402-TR-0000137-2020			
	Payment			
	Fines		Costs/Fees	Restitution
	(MP) MC	\$100.00		
	75 \$1501 \$SA		Driving W/O A License	
	Citation: E0007718-4			
	Total Paid:			\$100.00
	Miscellaneous			
03/03/2023	43402-2023-R0000647	\$444.50		
	Pena Gabriel, Maria Mayola			
	MJ-43402-TR-0000206-2023			
	Payment			
	Fines		Costs/Fees	Restitution
	(MP) MC	\$12.50		
	75 \$1301 \$SA		Dr Unregist Veh	
	Citation: E 0017219-6			
	Pena Gabriel, Maria Mayola		MJ-43402-TR-0000207-2023	
	Payment			
	Total Paid:			\$12.50
	Miscellaneous			
	Fines		Costs/Fees	Restitution
	(MP) MC	\$100.00		
	75 \$1501 \$SA		Driving W/O A License	
	Citation: E 0017220-0			
	Total Paid:			\$100.00
	Miscellaneous			
03/03/2023	43402-2023-R0000648	\$192.00		
	McNeil, David A.			
	MJ-43402-TR-0001693-2018			
	Payment			
	Fines		Costs/Fees	Restitution
	(MP) MC	\$37.50		
	75 \$1301 \$SA		Dr Unregist Veh	
	Citation: E 0004479-6			
	Total Paid:			\$37.50
	Miscellaneous			

\* PSP Interstate

MDJS 2000C

# Mount Pocono Borough, Mount Pocono - March 2023

03/03/2023 43402-2023-R0000649 \$30.00

Gager, Zachary Alexander MJ-43402-TR-0001315-2022  
Payment

Fines

(MP) MC \$7.16  
75 \$1371 \$SA Veh Reg Suspended  
Citation: E 0016904-6

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$7.16

03/03/2023 43402-2023-R0000650 \$240.00

McNeil, David A. MJ-43402-TR-0001207-2018  
Payment

Fines

(MP) MC \$11.48  
75 \$4703 \$SA Operat Veh W/O Valid Inspect  
Citation: E 0003985-2  
McNeil, David MJ-43402-TR-0001329-2019  
Payment

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$11.48

Fines

(MP) MC \$12.50  
75 \$4703 \$SA Operat Veh W/O Valid Inspect  
Citation: E0005662-6

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$12.50

03/06/2023 43402-2023-R0000653 \$268.85

Ramos, Felicie MJ-43402-NT-0000072-2023  
Payment

Fines

(MP) MC \$100.00  
18 \$5503 \$SA Disorderly Conduct Hazardous/Physi Off  
Citation: R 3628854-5

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$100.00

03/06/2023 43402-2023-R0000654 \$387.76

Medley, Darren Curtis MJ-43402-NT-0000218-2021  
Payment

Fines

(MP) MC \$150.00  
18 \$3929 \$SA1 Retail Theft-Take Mdse  
Citation: R 3174928-1

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$150.00

\* PSP Interstate

MDJS 2000C

## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Type	Total
03/06/2023	43402-2023-R0000656	\$157.50			
Johnson, Heather Dawn Ko MJ-43402-TR-0000138-2023					
Payment					
	Fines				
	(MP) MC	\$12.50			
	75 \$4703 \$SA	Operat Veh W/O Valid Inspect			
	Citation: E 0017208-2				
03/06/2023	43402-2023-R0000660	\$214.25			
Flowers, Avery Alexander MJ-43402-NT-0000531-2022					
Payment From Escrow					
	Fines				
	(MT) MC	\$50.00			
	18 \$503 \$SA 1	Disorderly Conduct Engage In Fighting			
	Citation: 9846				
03/06/2023	43402-2023-R0000666	\$424.47			
Dutter, Jessica MJ-43402-TR-0000767-2018					
Payment					
	Fines				
	(MP) MC	\$30.16			
	75 \$1501 \$SA	Driving W/O A License			
	Citation: E 0003227-0				
	Dutter, Jessica	MJ-43402-TR-0001186-2018			
	Payment				
	Fines				
	(MP) MC	\$100.00			
	75 \$1501 \$SA	Driving W/O A License			
	Citation: E 0003497-4				
03/07/2023	43402-2023-R0000675	\$176.50			
Diaz Castillo, Mireya A. MJ-43402-TR-0001487-2022					
Payment					
	Fines				
	(MP) MC	\$12.50			
	75 \$3112 \$SA31	Failure To Stop At Red Signal			
	Citation: E 0016925-6				
	Costs/Fees				
	(MP) MC	\$12.50			
	75 \$3112 \$SA31	Failure To Stop At Red Signal			
	Citation: E 0016925-6				
	Costs/Fees				
	(MP) MC	\$12.50			
	75 \$3112 \$SA31	Failure To Stop At Red Signal			
	Citation: E 0016925-6				

# Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Restitution	Miscellaneous
03/07/2023	43402-2023-R0000681	\$192.00			
	Roman, Tiffany Amber				
	MJ-43402-TR-0000167-2023				
	Payment				
	Fines				
	(MP) MC	\$12.50			
	75 \$3111 \$SA		Obedience to Traffic-Control Devices		
	Citation: E 0016629-4				
	Total Paid:	\$12.50			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/08/2023	43402-2023-R0000686	\$50.00			
	Pilgrim, Jarneka Jaylen				
	MJ-43402-NT-0000535-2022				
	Payment From Escrow				
	Fines				
	(MT) MC	\$27.38			
	18 \$5503 \$SA4		Disorderly Conduct Hazardous/Physi Off		
	Citation: 9944				
	Total Paid:	\$27.38			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/08/2023	43402-2023-R0000688	\$180.00			
	Lamour, Sedic				
	MJ-43402-TR-0000135-2023				
	Payment				
	Fines				
	(MP) MC	\$12.50			
	75 \$4305 \$SA		Violate Hazard Regulation		
	Citation: E 0017207-1				
	Total Paid:	\$12.50			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/09/2023	43402-2023-R0000691	\$214.25			
	Mabry, Alexandria				
	MJ-43402-NT-0000534-2022				
	Payment From Escrow				
	Fines				
	(MT) MC	\$50.00			
	18 \$3929 \$SA1		Retail Theft-Take Mdse		
	Citation: 22-012517				
	Total Paid:	\$50.00			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/09/2023	43402-2023-R0000694	\$320.00			
	Katanakis, Anastacia				
	MJ-43402-NT-0000074-2023				
	Payment				
	Fines				
	(MP) MC	\$150.00			
	18 \$3929 \$SA4		Retail Theft-Under-Ring		
	Citation: R 3308905-5				
	Total Paid:	\$150.00			
	Costs/Fees				
	Restitution				
	Miscellaneous				

# Mount Pocono Borough, Mount Pocono - March 2023

03/09/2023 43402-2023-R0000699 \$323.25

Brunstetter, Jennifer Lynn MJ-43402-NT-0000518-2022

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$150.00  
 18 \$3929 SSA Retail Theft-Take Mdse

Citation: R 3432124-3  
 03/09/2023 43402-2023-R0000700 \$200.00

Gandolfo, Richard Peter MJ-43402-TR-0001307-2022

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$12.50  
 75 \$4703 SSA Operat Veh W/O Valid Inspect

Citation: E 0015899-2  
 03/09/2023 43402-2023-R0000702 \$220.00

Torres Caraballo, Osvald MJ-43402-TR-0000082-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$12.50  
 75 \$3111 SSA Obedience to Traffic-Control Devices

Citation: E 0014339-3  
 03/09/2023 43402-2023-R0000703 \$178.60

Horvath, Christian Thoma MJ-43402-TR-0000132-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$12.50  
 75 \$4703 SSA Operat Veh W/O Valid Inspect

Citation: E 0016584-1  
 03/10/2023 43402-2023-R0000711 \$54.00

Rivera, Anthony Edward MJ-43402-TR-0001226-2022

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$7.52  
 75 \$4703 SSA Operat Veh W/O Valid Inspect

Citation: E 0014677-5

\* PSP Interstate

MDJS 2000C

## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Type	Total Paid
03/10/2023	43402-2023-R0000716	\$50.00			
	Stokes, Jemala W.				
	MJ-43402-TR-0001505-2022				
	Payment				
	Fines				
	(MP) MC	\$3.68			
	75 \$3111 \$SA		Obedience to Traffic-Control Devices		
	Citation: E 0013779-3				
	Costs/Fees				
				Restitution	
					Total Paid: \$3.68
	Miscellaneous				
03/13/2023	43402-2023-R0000729	\$50.00			
	Jenkin, Mark D.				
	MJ-43402-TR-0000134-2022				
	Payment				
	Fines				
	(MP) MC	\$15.29			
	75 \$1543 \$SA		Driv White Oper Priv Susp Or Revoked		
	Citation: E 0014408-2				
	Costs/Fees				
				Restitution	
					Total Paid: \$15.29
	Miscellaneous				
03/13/2023	43402-2023-R0000733	\$50.00			
	Dasilva, Jairo F. Jr.				
	MJ-43402-TR-0000237-2023				
	Payment				
	Fines				
	(MP) MC	\$2.56			
	75 \$4703 \$SA		Operat Veh W/O Valid Inspect		
	Citation: E 0017229-2				
	Costs/Fees				
				Restitution	
					Total Paid: \$2.56
	Miscellaneous				
03/13/2023	43402-2023-R0000734	\$323.24			
	Massi, Curtis J				
	MJ-43402-NT-0000517-2022				
	Payment				
	Fines				
	(MP) MC	\$150.00			
	18 \$3929 \$SA1		Retail Theft-Take Mdse		
	Citation: R 3432125-4				
	Costs/Fees				
				Restitution	
					Total Paid: \$150.00
	Miscellaneous				
03/13/2023	43402-2023-R0000739	\$210.50			
	Ortiz, Rachael Marie				
	MJ-43402-TR-0000219-2023				
	Payment				
	Fines				
	(MP) MC	\$39.00			
	75 \$1301 \$SA		Dr Unregist Veh		
	Citation: E 0017261-6				
	Costs/Fees				
				Restitution	
					Total Paid: \$39.00
	Miscellaneous				

## Mount Pocono Borough, Mount Pocono - March 2023

03/13/2023	43402-2023-R0000740	\$50.00			
Cruz, Francisco A. MJ-43402-TR-0000039-2023					
Payment From Escrow					
Fines					
(MP) MC	\$2.40				
75 \$4305 \$\$A	Violate Hazard Regulation				
Citation: E 0017001-5					
Total Paid: \$2.40					
Costs/Fees					
Restitution					
Miscellaneous					
03/13/2023 43402-2023-R0000741 \$120.00					
Cruz, Francisco A. MJ-43402-TR-0000039-2023					
Payment					
Fines					
(MP) MC	\$10.10				
75 \$4305 \$\$A	Violate Hazard Regulation				
Citation: E 0017001-5					
Total Paid: \$10.10					
Costs/Fees					
Restitution					
Miscellaneous					
03/13/2023 43402-2023-R0000745 \$180.00					
Edwards, Nathaniel King MJ-43402-TR-0000061-2023					
Payment					
Fines					
(MP) MC	\$12.50				
75 \$1301 \$\$A	Dr Unregist Veh				
Citation: E 0016619-1					
Total Paid: \$12.50					
Costs/Fees					
Restitution					
Miscellaneous					
03/13/2023 43402-2023-R0000746 \$157.50					
Rosenberg, Lawrence Jeff MJ-43402-TR-0000209-2023					
Payment					
Fines					
(MP) MC	\$12.50				
75 \$1301 \$\$A	Dr Unregist Veh				
Citation: E 0017222-2					
Total Paid: \$12.50					
Costs/Fees					
Restitution					
Miscellaneous					
03/13/2023 43402-2023-R0000748 \$323.24					
Poyer, Samantha MJ-43402-NT-0000516-2022					
Payment					
Fines					
(MP) MC	\$150.00				
18 \$3929 \$\$A1	Retail Theft-Take Mdse				
Citation: R 3432126-5					
Total Paid: \$150.00					
Costs/Fees					
Restitution					
Miscellaneous					



# Mount Pocono Borough, Mount Pocono - March 2023

03/15/2023 43402-2023-R0000752 \$60.00

Adams, Sallymarie Nallely MJ-43402-NT-0000433-2022  
 Payment From Escrow

Fines

(MT) MC \$26.72  
 18 \$5503 \$5A4 Disorderly Conduct Hazardous/Physi Off  
 Citation: R 3432083-4

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$26.72

03/15/2023 43402-2023-R0000753 \$100.00

Jackson, Johani Miracle MJ-43402-TR-0001361-2022  
 Reverse Payment

Fines

(MT) MC (\$32.40)  
 (MT) MC \$32.40  
 75 \$1501 \$5A Driving W/O A License  
 Citation: E 0015336-6

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$0.00

03/15/2023 43402-2023-R0000755 \$50.00

Yuter, Angelina MJ-43402-NT-0000404-2022  
 Payment From Escrow

Fines

(MT) MC \$14.37  
 18 \$5505 \$5 Public Drunkenness And Similar Misconduct  
 Citation: R 3308756-3

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$14.37

03/15/2023 43402-2023-R0000756 \$75.00

Poulard, Malaysia Princess MJ-43402-NT-0000377-2022  
 Payment From Escrow

Fines

(MT) MC \$39.84  
 18 \$3929 \$5A1 Retail Theft-Take Mdse  
 Citation: R 3431846-5

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$39.84

\* PSP Interstate

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## Mount Pocono Borough, Mount Pocono - March 2023

03/15/2023 43402-2023-R0000762 \$402.00

Galloway, Tanya MJ-43402-TR-0000140-2017  
Payment

Fines

(MP) MC \$100.00  
75 \$1543 \$SA Driv While Oper Priv Susp Or Revoked  
Citation: C 3892040-5 MJ-43402-TR-0000141-2017  
Galloway, Tanya  
Payment

Costs/Fees

Restitution  
  
Miscellaneous  
Total Paid: \$100.00

Fines

(MP) MC \$12.50  
75 \$4302 \$SA2 Periods For Requiring Lighted Lamps  
Citation: C 3892039-4

Costs/Fees

Restitution  
  
Miscellaneous  
Total Paid: \$12.50

03/15/2023 43402-2023-R0000763 \$464.85

Evans, Jamal Iqan MJ-43402-NT-0000442-2022  
Payment

Fines

(MP) MC \$300.00  
18 \$3929 \$SA1 Retail Theft-Take Mdse  
Citation: R 3431852-4

Costs/Fees

Restitution  
  
Miscellaneous  
Total Paid: \$300.00

03/15/2023 43402-2023-R0000765 \$126.20

Bolotin, Dmitri MJ-43402-TR-0000084-2023  
Payment

Fines

(MP) MC \$50.00  
75 \$3353 \$SA311 Illegal Park Where Official Signs Prohibit  
Citation: E 0016622-4

Costs/Fees

Restitution  
  
Miscellaneous  
Total Paid: \$50.00

03/15/2023 43402-2023-R0000766 \$465.00

Madden, Tywana Lakeya MJ-43402-NT-0000441-2022  
Payment

Fines

(MP) MC \$300.00  
18 \$3929 \$SA1 Retail Theft-Take Mdse  
Citation: R 3431853-5

Costs/Fees

Restitution  
  
Miscellaneous  
Total Paid: \$300.00

\* PSP Interstate

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## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Total
03/15/2023	43402-2023-R0000767	\$125.00		
Alicea, Joseph Anthony MJ-43402-TR-0001213-2022				
Payment				
	Fines			
	(MP) MC	\$9.85		
	75 \$4305 \$SA		Violate Hazard Regulation	
	Citation: E 0015887-4			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$9.85		
03/15/2023	43402-2023-R0000771	\$218.85		
Torres, Serenity MJ-43402-NT-0000059-2023				
Payment				
	Fines			
	(MP) MC	\$50.00		
	18 \$5503 \$SA1		Disorderly Conduct Engage In Fighting	
	Citation: R 3432053-2			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$50.00		
03/15/2023	43402-2023-R0000772	\$314.85		
Lutz, Nellie A. MJ-43402-NT-0000530-2022				
Payment				
	Fines			
	(MP) MC	\$150.00		
	18 \$3929 \$SA4		Retail Theft-Under-Ring	
	Citation: R 3432153-4			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$150.00		
03/16/2023	43402-2023-R0000780	\$50.00		
Jackson, Brian K. MJ-43402-TR-0001410-2022				
Payment From Escrow				
	Fines			
	(MT) MC	\$4.11		
	75 \$4305 \$SA		Violate Hazard Regulation	
	Citation: E 0016317-0			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$4.11		
03/16/2023	43402-2023-R0000781	\$100.00		
Smith, Jayson MJ-43402-TR-0001428-2022				
Payment From Escrow				
	Fines			
	(MT) MC	\$21.02		
	75 \$1301 \$SA		Dr Unregist Veh	
	Citation: E 0016326-2			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$21.02		

# Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Status	Miscellaneous
03/16/2023	43402-2023-R0000783	\$114.57			
	Pierre, Bloozson				
	MJ-43402-TR-0001123-2022				
	Payment				
	Fines				
	(MP) MC	\$7.73			
	75 \$4524 \$\$E1		Improp Sunscreening		
	Citation: E 0015674-1				
	Total Paid:	\$7.73			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/16/2023	43402-2023-R0000788	\$50.00			
	Ferguson, Marquise L.				
	MJ-43402-TR-0000208-2023				
	Payment				
	Fines				
	(MP) MC	\$8.99			
	75 \$1501 \$\$A		Driving W/O A License		
	Citation: E 0017221-1				
	Total Paid:	\$8.99			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/16/2023	43402-2023-R0000791	\$180.00			
	Claudio, Female				
	MJ-43402-TR-0000144-2023				
	Payment				
	Fines				
	(MP) MC	\$12.50			
	75 \$4703 \$\$A		Operat Veh W/O Valid Inspect		
	Citation: E 0017254-6				
	Total Paid:	\$12.50			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/17/2023	43402-2023-R0000794	\$213.10			
	Andriuolo, Lisa M.				
	MJ-43402-TR-0000176-2023				
	Payment				
	Fines				
	(MP) MC	\$12.50			
	75 \$3114 \$\$A		Obedience to Traffic-Control Devices		
	Citation: E 0016630-5				
	Total Paid:	\$12.50			
	Costs/Fees				
	Restitution				
	Miscellaneous				
03/17/2023	43402-2023-R0000796	\$157.50			
	Sarmiento, Marco E.				
	MJ-43402-TR-0000238-2023				
	Payment From Escrow				
	Fines				
	(MT) MC	\$12.50			
	75 \$1332 \$\$B1		Obscured Plates - Prevent Reading at Reasonable Distance		
	Citation: E 0017230-3				
	Total Paid:	\$12.50			
	Costs/Fees				
	Restitution				
	Miscellaneous				

## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Total Paid
03/17/2023	43402-2023-R0000798	\$160.00		
	Alicea, Jeremy F.			
	MJ-43402-TR-0000236-2023			
	Payment			
	Fines			
	(MP) MC	\$12.50		
	75 \$1301 \$\$A		Dr Unregist Veh	
	Citation: E 0017262-0			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/17/2023	43402-2023-R0000799	\$60.00		
	Shamel, Bernard D.			
	MJ-43402-TR-0000292-2021			
	Payment			
	Fines			
	(MP) MC	\$11.00		
	75 \$1543 \$\$B1:		Drq Lic Sus/Rev Purs to Sec 3802/1547B1	
	Citation: E 0011111-2			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$11.00		
03/20/2023	43402-2023-R0000812	\$178.60		
	Burgos, Tiffany L.			
	MJ-43402-TR-0000169-2023			
	Payment			
	Fines			
	(MP) MC	\$12.50		
	75 \$4703 \$\$A		Operat Veh W/O Valid Inspect	
	Citation: E 0016588-5			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/20/2023	43402-2023-R0000813	\$157.50		
	Digiovanni, Anthony Jose			
	MJ-43402-TR-0000221-2023			
	Payment			
	Fines			
	(MP) MC	\$12.50		
	75 \$1301 \$\$A		Dr Unregist Veh	
	Citation: E 0017226-6			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/20/2023	43402-2023-R0000814	\$50.00		
	Alamo Romero, Lee Marie			
	MJ-43402-TR-0000274-2023			
	Payment			
	Fines			
	(MP) MC	\$9.02		
	75 \$1501 \$\$A		Driving W/O A License	
	Citation: E 0017405-3			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$9.02		

\* PSP Interstate

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## Mount Pocono Borough, Mount Pocono - March 2023

Date	Description	Amount	Category	Total Paid
03/20/2023	43402-2023-R0000816	\$160.00		
	Szumniak, Oliwia			
	MJ-43402-TR-0000230-2023			
	Payment			
	Fines			
	(MP) MC	\$12.50		
	75 \$4703 \$SA		Operat Veh W/O Valid Inspect	
	Citation: E 0017227-0			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/21/2023	43402-2023-R0000819	\$157.50		
	Macias, Rene Kleber			
	MJ-43402-TR-0000300-2023			
	Payment From Escrow			
	Fines			
	(MT) MC	\$12.50		
	75 \$4305 \$SA		Violate Hazard Regulation	
	Citation: E 0017237-3			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/21/2023	43402-2023-R0000820	\$465.00		
	Marshall, Kadez Tajari			
	MJ-43402-NT-0000440-2022			
	Payment			
	Fines			
	(MP) MC	\$300.00		
	18 \$3929 \$SA1		Retail Theft-Take Mdse	
	Citation: R 3432044-0			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$300.00		
03/21/2023	43402-2023-R0000822	\$157.50		
	Cannon, Matthew			
	MJ-43402-TR-0000224-2023			
	Payment			
	Fines			
	(MP) MC	\$12.50		
	75 \$4703 \$SA		Operat Veh W/O Valid Inspect	
	Citation: E 0016596-6			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$12.50		
03/21/2023	43402-2023-R0000823	\$327.55		
	White, Beverley			
	MJ-43402-NT-0000052-2023			
	Payment			
	Fines			
	(MP) MC	\$150.00		
	18 \$3929 \$SA1		Retail Theft-Take Mdse	
	Citation: R 3432168-5			
	Costs/Fees			
	Restitution			
	Miscellaneous			
	Total Paid:	\$150.00		

**Mount Pocono Borough, Mount Pocono - March 2023**

Date	Case/Description	Amount	Category	Restitution	Miscellaneous	Total Paid
03/21/2023	43402-2023-R0000824	\$192.00				
Wagner, Larry Phillip MJ-43402-TR-0000241-2023						
Payment						
	(MP) MC	\$12.50				
	75 \$3111 \$SA	Obedience to Traffic-Control Devices				\$12.50
	Citation: E 0017263-1					
Costs/Fees						
Restitution						
Miscellaneous						
03/21/2023	43402-2023-R0000825	\$50.00				
Tobias, Michael A. MJ-43402-NT-0000525-2022						
Payment						
	(MP) MC	\$8.39				
	18 \$3929 \$SA1	Retail Theft-Take Mdse				\$8.39
	Citation: 9991					
Costs/Fees						
Restitution						
Miscellaneous						
03/21/2023	43402-2023-R0000831	\$179.00				
Mallebranche, Loudgie MJ-43402-TR-0000143-2023						
Payment						
	(MP) MC	\$12.50				
	75 \$4703 \$SA	Operat Veh W/O Valid Inspect				\$12.50
	Citation: E 0017253-5					
Costs/Fees						
Restitution						
Miscellaneous						
03/22/2023	43402-2023-R0000835	\$157.50				
Morgan, Dennis A. MJ-43402-TR-0000322-2023						
Payment From Escrow						
	(MT) MC	\$12.50				
	75 \$3112 \$SA31	Failure To Stop At Red Signal				\$12.50
	Citation: E 0017412-3					
Costs/Fees						
Restitution						
Miscellaneous						
03/22/2023	43402-2023-R0000836	\$157.50				
Nash, Brian J. MJ-43402-TR-0000273-2023						
Payment From Escrow						
	(MT) MC	\$12.50				
	75 \$3323 \$SB	Dufes At Stop Sign				\$12.50
	Citation: E 0016288-6					
Costs/Fees						
Restitution						
Miscellaneous						

# Mount Pocono Borough, Mount Pocono - March 2023

03/22/2023 43402-2023-R0000838 \$37.50

Salamone, Samuel J. Jr. MJ-43402-TR-0000291-2023  
 Payment From Escrow

Fines

(MT) MC \$1.40  
 75 \$4703 \$\$A Operat Veh W/O Valid Inspect  
 Citation: E 0017278-2

Costs/Fees

03/22/2023 43402-2023-R0000839 \$264.85

Johnson, Christopher A. MJ-43402-NT-0000465-2022  
 Payment

Fines

(MP) MC \$100.00  
 18 \$3929 \$\$A1 Retail Theft-Take Mdse  
 Citation: R 3432101-1

Costs/Fees

03/22/2023 43402-2023-R0000840 \$192.00

Schemmerhorn, Sally A. MJ-43402-TR-0000271-2023  
 Payment

Fines

(MP) MC \$12.50  
 75 \$3111 \$\$A Obedience to Traffic-Control Devices  
 Citation: E 0017272-3

Costs/Fees

03/22/2023 43402-2023-R0000841 \$287.00

Zuniga, David MJ-43402-TR-0000302-2023  
 Payment

Fines

(MP) MC \$100.00  
 75 \$1501 \$\$A Driving W/O A License  
 Citation: E 0017239-5

Costs/Fees

03/23/2023 43402-2023-R0000848 \$31.90

Vitagliano, Amber R. MJ-43402-TR-0001079-2022  
 Payment

Fines

(MP) MC \$1.00  
 75 \$3310 \$\$A Follow Too Closely  
 Citation: E 0015933-1

Costs/Fees

Restitution

Total Paid: \$1.40

Miscellaneous

Restitution

Total Paid: \$100.00

Miscellaneous

Restitution

Total Paid: \$12.50

Miscellaneous

Restitution

Total Paid: \$100.00

Miscellaneous

Restitution

Total Paid: \$1.00

Miscellaneous

\* PSP Interstate

MDJS 2000C



## Mount Pocono Borough, Mount Pocono - March 2023

03/24/2023 43402-2023-R0000851 \$160.00

Contreras, Rey Edwin Fra MJ-43402-TR-0000294-2023  
Payment

Fines Miscellaneous

(MP) MC	\$12.50	
75 \$1301 SSA		
Dr Unregist Veh		
Citation: E 0017281-5		
		Total Paid: \$12.50

03/24/2023 43402-2023-R0000858 \$393.50

Jackson, Kenneth Richard MJ-43402-TR-0001340-2015  
Payment

Fines Miscellaneous

(MP) MC	\$12.50	
75 \$4703 SSA		
Operat Veh W/O Valid Inspect		
Citation: C 2972985-1		
		Total Paid: \$12.50

Jackson, Kenneth Richard MJ-43402-TR-0001341-2015  
Payment

Fines Miscellaneous

(MP) MC	\$100.00	
75 \$1501 SSA		
Driving W/O A License		
Citation: C 2972986-2		
		Total Paid: \$100.00

03/24/2023 43402-2023-R0000859 \$150.00

Vivanco, Cristhian MJ-43402-TR-0000315-2023  
Payment

Fines Miscellaneous

(MP) MC	\$2.50	
75 \$4703 SSA		
Operat Veh W/O Valid Inspect		
Citation: E 0017408-6		
		Total Paid: \$2.50

03/24/2023 43402-2023-R0000865 \$240.00

Jackson, Johani Miracle MJ-43402-TR-0001361-2022  
Payment

Fines Miscellaneous

(MP) MC	\$74.72	
75 \$1501 SSA		
Driving W/O A License		
Citation: E 0015336-6		
		Total Paid: \$74.72

\* PSP Interstate

MDJS 2000C

**Mount Pocono Borough, Mount Pocono - March 2023**

03/27/2023 43402-2023-R0000873 \$50.00

Ferguson, Marquise L. MJ-43402-TR-0000316-2023  
 Payment

Fines \$2.05  
 (MP) MC Obedience to Traffic-Control Devices  
 75 \$3111 \$SA  
 Citation: E 0017062-3

Costs/Fees  
 Restitution  
 Miscellaneous  
 Total Paid: \$2.05

03/27/2023 43402-2023-R0000881 \$184.03

James, Lyndon Samuel Joh MJ-43402-TR-0000377-2022  
 Payment From Escrow

Fines \$17.50  
 (MT) MC Exceed Max Speed Lim Estb By 5 MPH  
 75 \$3362 \$SA-5  
 Citation: E 0014999-5

Costs/Fees  
 Restitution  
 Miscellaneous  
 Total Paid: \$17.50

03/27/2023 43402-2023-R0000884 \$668.09

Grauso, Joshua P. MJ-43402-TR-0000390-2016  
 Payment

Fines \$12.50  
 (MP) MC Operat Veh W/O Valid Inspect  
 75 \$4703 \$SA  
 Citation: C 3272448-4

Costs/Fees  
 Restitution  
 Miscellaneous  
 Total Paid: \$12.50

03/27/2023 43402-2023-R0000889 \$232.50

Zuniga, David MJ-43402-TR-0000301-2023  
 Payment

Fines \$50.00  
 (MP) MC Duty of Driver in Emergency Response Areas - Pass in Lane Not Adjacent to Area  
 75 \$3327 \$SA1  
 Citation: E 0017238-4

Costs/Fees  
 Restitution  
 Miscellaneous  
 Total Paid: \$50.00

03/28/2023 43402-2023-R0000909 \$160.00

Greenholtz, Raymond J. MJ-43402-TR-0000303-2023  
 Payment

Fines \$12.50  
 (MP) MC Operat Veh W/O Valid Inspect  
 75 \$4703 \$SA  
 Citation: E 0017240-6

Costs/Fees  
 Restitution  
 Miscellaneous  
 Total Paid: \$12.50

\* PSP Interstate

MDJS 2000C

**Mount Pocono Borough, Mount Pocono - March 2023**

03/28/2023 43402-2023-R0000911 \$289.50

DeJoseph, Jennifer MJ-43402-TR-0001233-2022

Payment From Escrow

Fines

Costs/Fees

Restitution

Miscellaneous

(MT) MC \$91.18  
75 \$1543 \$\$A Driv While Oper Priv Susp Or Revoked

Total Paid: \$91.18

Citation: E 0015323-0

03/29/2023 43402-2023-R0000918 \$86.25

Smith, Samantha N. MJ-43402-TR-0000054-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

(MP) MC \$7.47  
75 \$3310 \$\$A Follow Too Closely

Total Paid: \$7.47

Citation: E 0016512-6

03/30/2023 43402-2023-R0000923 \$212.50

Mickens, Marshall Derric MJ-43402-TR-0000351-2023

Payment From Escrow

Fines

Costs/Fees

Restitution

Miscellaneous

(MT) MC \$32.50  
75 \$3362 \$\$A3-20 Exceed Max Speed Lim Estb By 20 MPH

Total Paid: \$32.50

Citation: E 0016030-0

\* PSP Interstate

MDJS 2000C

## Mount Pocono Borough, Mount Pocono - March 2023

03/30/2023 43402-2023-R0000933 \$565.50

McGough, Chase K. MJ-43402-TR-0000296-2023  
 Payment

Fines		Restitution	
(MP) MC \$12.50			
75 \$1301 SSA Dr Unregist Veh			
Citation: E 0017283-0			
McGough, Chase K. MJ-43402-TR-0000297-2023			
Payment			
Fines		Restitution	
(MP) MC \$12.50			
75 \$4703 SSA Operat Veh W/O Valid Inspect			
Citation: E 0017284-1			
McGough, Chase K. MJ-43402-TR-0000298-2023			
Payment			
Fines		Restitution	
(MP) MC \$100.00			
75 \$1543 SSA Driv While Oper Priv Susp Or Revoked			
Citation: E 0017285-2			
03/30/2023 43402-2023-R0000934 \$161.50			
Sanchez, Juan Carlos MJ-43402-TR-0001405-2019			
Payment			
Fines		Restitution	
(MP) MC \$12.50			
75 \$3309 SS1 Disregard Traffic Lane (Single)			
Citation: E0007606-4			
03/31/2023 43402-2023-R0000936 \$100.00			
Washington, Saifdeen Aj MJ-43402-TR-0000317-2023			
Payment			
Fines		Restitution	
(MP) MC \$10.91			
75 \$1543 SSA Driv While Oper Priv Susp Or Revoked			
Citation: E 0017409-0			

Miscellaneous

Total Paid: \$12.50

Miscellaneous

Total Paid: \$12.50

Miscellaneous

Total Paid: \$100.00

Miscellaneous

Total Paid: \$12.50

Miscellaneous

Total Paid: \$10.91

\* PSP Interstate

## Mount Pocono Borough, Mount Pocono - March 2023

03/31/2023 43402-2023-R0000940 \$157.50

Whittle, Gina M. NJ-43402-TR-0000320-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$12.50

(MP) MC \$12.50  
 75 \$4305 SSA Violate Hazard Regulation  
 Citation: E 0017287-4

03/31/2023 43402-2023-R0000943 \$192.00

Haisch, Kyle D. MJ-43402-TR-0000321-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$12.50

(MP) MC \$12.50  
 75 \$3111 SSA Obedience to Traffic-Control Devices  
 Citation: E 0017288-5

03/31/2023 43402-2023-R0000944 \$180.60

Polanco, Brenda Erica MJ-43402-TR-0000177-2023

Payment

Fines

Costs/Fees

Restitution

Miscellaneous

Total Paid: \$12.50

(MP) MC \$12.50  
 75 \$4703 SSA Operat Veh W/O Valid Inspect  
 Citation: E 0016632-0

Check 12853 Totals:

	\$4,685.82	\$0.00	\$0.00	\$0.00
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\* PSP Interstate

MDJS 2000C