

**Mount Pocono Borough Council
Regular Meeting Minutes,
Tuesday, May 2, 2023, 6:33 P.M.**

The Mount Pocono Borough Council meeting held on Tuesday, May 2, 2023, called to order at 6:33 P.M. by President D. Struckle and who stated that an Executive Session was held earlier this evening from 5:45 P.M. for approximately forty-five (45) minutes to discuss the collective bargaining agreement.

Roll Call: Councilman Norman DeLano, present; Councilwoman Debra Fulton, present; Councilwoman Ann Marie Harris, present; Councilwoman Ella Santiago, absent; President Donald Struckle, present; Councilwoman Claudette Williams absent; and, Mayor R. Altomose, present. Vice President Lori Noonan, arrived at 6:40 P.M.

In Attendance: James Fareri, Solicitor; Joshua Walker, Borough Manager; and, Borough Treasurer D. Hewitt were present.

Approval of Minutes – Councilwoman D. Fulton moved to accept the Regular Meeting minutes of April 4, 2023, as presented. Councilman N. DeLano seconded. Motion carried 4 – 0.

Presentations – none

Public Comment (agenda items only) – None

Unfinished Business

Consider ratifying the Teamsters Local Union 773 and Mount Pocono Borough Collective Bargaining Agreement for January 1, 2023 through December 31, 2025 – Councilman N. DeLano moved to ratify the Teamsters Local Union 773 and Mount Pocono Borough Collective Bargaining Agreement for January 1, 2023 through December 31, 2025 as presented and discussed earlier in Executive Session. Councilwoman A. Harris seconded. Motion carried 4 – 0.

New Business

Consider approving Resolution No 4 of 2023 approving the Traffic Signal Maintenance Agreement as presented – Councilwoman D. Fulton moved adopt Resolution 4 of 2023 approving the Traffic Signal Maintenance Agreement:

RESOLUTION NO. 4 of 2023

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.

Councilman N. DeLano seconded. Motion carried 4 – 0.

Consider adopting Resolution No 5 of 2023 approving the resubmission of the DCED Greenways, Trails, and Recreation Program (GTRP) grant application in the amount of \$250,000.00 for Mount Pocono Memorial Park Improvements – Councilman N. DeLano moved to adopt Resolution 5 of 2023 approving the resubmission of the DCED Greenways, Trails, and Recreation Program (GTRP) grant application in the amount of \$250,000.00 for the Mount Pocono Memorial Park Improvements:

RESOLUTION 5 OF 2023

A Resolution of Mount Pocono Borough, County of Monroe, Commonwealth of Pennsylvania, to apply for a Greenways, Trails, and Recreation Program (GTRP) Grant

Be it RESOLVED, that the Borough of Mount Pocono of Monroe County hereby requests a Greenways, Trails and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for Phase II Improvements to Mount Pocono Memorial Park.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Joshua Walker, Borough Manager and Donald Struckle, Council President, as the officials to execute all documents and agreements between the Borough of Mount Pocono and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

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I, Joshua Walker, duly qualified Secretary of the Borough of Mount Pocono, Monroe County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Mount Pocono Borough Council at a regular meeting held May 2, 2023, and said Resolution has been recorded in the Minutes of Mount Pocono Borough and remains in effect as of this date.

Councilwoman D. Fulton seconded. Motion carried 4 – 0.

Consider approving the Sparkle Car Wash Performance Guarantee release request in the amount of \$481,924.00 – Vice President L. Noonan arrived at 6:40 P.M. Councilman N. DeLano moved to approve to release the Sparkle Car Wash Performance Guarantee in the amount of \$481,924.00. Councilwoman D. Fulton seconded. Motion carried 5 – 0.

Consider approving the purchase of the Digital LED Sign from Delcom Graphics for a price of \$21,936.44 – After some discussion to receive a couple of other quotes. Councilman N. DeLano moved to table any action at this time. Vice President L. Noonan seconded. Motion carried 5 – 0.

Consider approving purchase order M1 drainage pipes and couplings for stormwater work in the amount of \$3,951.00 – Vice President L. Noonan moved to approve purchase order M1 drainage pipes and couplings for stormwater work in the amount of \$3,9521.00. Councilwoman A. Harris seconded. Motion carried 5 – 0.

Consider advertising amendment to repeal Ordinance 5 of 2021 – Building Height Amendment – Councilman N. DeLano moved to advertise the amendment to repeal Ordinance 5 of 2021 – Building Height Amendment. Councilwoman A. Harris seconded. Motion carried 5 – 0.

Consider accepting the Planning Commission 2022 Annual Report – Councilwoman A. Harris accept the Planning Commission 2022 Annual Report as presented. Vice President L. Noonan seconded. Motion carried 5 – 0.

Consider setting the Community Yard Sale for the following dates: May 19, 20, 21; June 23, 24, 25; July 28, 29, 30; and, August 25, 26, 27 – Councilwoman A. Harris moved to set the following dates: May 19, 20, 21; June 23, 24, 25; July 28, 29, 30; and, August 25, 26, 27 for the Community Yard Sales. Councilman N. DeLano seconded. Motion carried 5 – 0.

Consider changing the date of the May 16, 2023 work session – Due to the Primary Elections, Councilman N. DeLano moved to change the work session date of May 16, 2023, to Tuesday May 23, 2023 and to advertise this change. Vice President L. Noonan seconded. Motion carried 5 – 0.

Consider holding the July regular meeting on Wednesday, July 5, 2023, due to the holiday – Vice President L. Noonan moved hold the July regular meeting on Wednesday, July 5, 2023, due to the holiday. Councilwoman A. Harris seconded. Motion carried 5 – 0.

Consider appointing Dennis Noonan as an alternate member on the Planning Commission – Councilman N. DeLano moved appoint Dennis Noonan as an alternate member on the Planning Commission. Councilwoman D. Fulton seconded. Vice President L. Noonan abstained. Motion carried 4 – 0.

Officer Reports:

President's Report – President D. Struckle thanked Ike Olson from Keystone Tree Specialists for the great work that he did at the Knob Overlook. President D. Struckle announced that the Borough is looking to hire a seasonal worker to help take care of the Borough's properties.

Mayor's Report – Mayor R. Altemose noted that the Borough has been unblocking people's driveways and in his opinion this is not a Borough's responsibility. He also noted that this is the responsibility of the property owner. He further noted that other municipalities and PennDOT have Ordinances stating that the responsibility lies on the property owners and if we don't currently have an Ordinance stating this we should enact one. He added with an Ordinance such as this and the Borough cleans out the driveways, the property owner would then be billed.

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Borough Manager's Report –

- **Motion to accept the resignation of Joshua Walker effective Friday, June 16, 2023** – Councilman N. DeLano moved to accept the resignation with regret of Joshua Walker effective Friday, June 16, 2023. Councilwoman A. Harris seconded. President D. Struckle stated that it would be very hard to find a suitable replacement. Councilwoman A. Harris congratulated Joshua on his new job in Harrisburg. Solicitor J. Fareri wanted to say publicly that it has been a pleasure with working with Joshua and wished him luck in the future. Motion carried 5 – 0.
- **Motion to advertise for the Borough Manager position** – Councilwoman A. Harris moved to advertise the Borough Manager position. Vice President L. Noonan seconded. The entire Borough Council wished good luck in his new endeavor and thanked Joshua for all of his work with the Borough. Motion carried 5 – 0.

Solicitor's Report –

- **Conditional Use Applications** – Solicitor J. Fareri stated that we have some conditional use applications; one being for a marijuana dispensary and two (2) short-term rentals that will be reviewed by the Planning Commission and that Borough Council would need to schedule and advertise for Public Hearings. It was confirmed that Solicitor J. Fareri will schedule the conditional use hearing for marijuana dispensary on Wednesday, June 7, 2023, and the short-term rentals will be on Tuesday, June 6, 2023, at 5:30 P.M.

Treasurer's Report – Borough Treasurer D. Hewitt presented the Cash Report and Borough's bill list. Vice President L. Noonan moved to approve and pay the bills list of Tuesday, May 2, 2023, as outlined:

Cash Report as of April 30, 2023

NBT General Fund

Beginning Balance	\$ 355,564.11
Deposit	472,988.61
Interest	6.66
Expense	234,640.40
Service Charge	34.58
Ending Balance	\$ 593,884.40

NBT Liquid Fuels Fund

Beginning Balance	\$ 62,366.82
Deposit	0.00
Interest	.99
Expense	3,295.53
Ending Balance	\$ 59,072.28

NBT Road Rehab Fund

Beginning Balance	\$ 63,249.28
Deposit	63,050.17
Interest	199.88
Expense	0.00
Ending Balance	\$ 126,499.33

NBT Park & Recreation Fund

Beginning Balance	\$ 112,672.03
Deposit	0.00
Interest	256.98
Expense	0.00
Ending Balance	\$ 112,929.01

NBT Traffic Signal Maintenance Fun (5 Pts)

Beginning Balance	\$ 98,960.26
Deposit	74,630.20
Interest	269.36
Expense	73,967.48
Ending Balance	\$ 99,892.34

NBT Pine Hill Intersection Fund

Beginning Balance	\$ 360,658.86
Deposit	0.00
Interest	5.84
Expense	7,650.00
Ending Balance	\$ 353,014.70

NBT Stormwater Fund

Beginning Balance	\$ 30,886.87
Deposit	0.00
Interest	70.45
Expense	0.00
Ending Balance	\$ 30,957.32

NBT Planning Commission Fund

Beginning Balance	\$ 6,553.48
Deposit	0.00
Interest	14.95
Expense	0.00
Ending Balance	\$ 6,568.43

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PLGIT General Fund

Beginning Balance	\$144,735.34
Deposit (EIT)	12,853.22
Deposit (LST)	208.00
Interest	575.99
Expense	0.00
Ending Balance	\$ 158,372.65

PLGIT Liquid Fuels Fund

Beginning Balance	\$76.04
Deposit	0.00
Interest	.29
Expense	0.00
Ending Balance	\$ 76.33

PLGIT Capital Fund

Beginning Balance	\$100,406.90
Deposit	0.00
Interest	408.44
Expense	0.00
Ending Balance	\$ 100,815.34

PLGIT Fund Balance

Beginning Balance	\$100,406.90
Deposit	0.00
Interest	408.44
Expense	0.00
Ending Balance	\$100,815.34

NBT Payroll Fund

Beginning Balance	\$ 8,983.17
Deposit	26,081.76
Interest	.14
Expense	30,500.65
Ending Balance	\$ 4,564.42

From General Fund to PR

(w/e 4/5/23)	\$7,485.69
(w/e 4/12/23)	\$6,337.57
(w/e 4/19/23)	\$6,101.07
(w/e 4/26/23)	\$6,157.43

E Commerce - \$16.81 **Beautification - \$1,203.98**

Sparkle Car Wash Escrow - \$487,017.36

ESSA Line of Credit - \$103,110.65

BILLS TO BE APPROVED AND PAID 4/1/23 -5/1/23 FROM THE NBT GENERAL FUND ACCOUNT:

ARGS Technology, LLC	(IT Service - Remote Service, Server Update, Cloud, etc.)	\$ 664.50
Barry Isett & Associates	(Reimb: Popeye's/Sparkle Car Wash/Hirshland/Posh LDP & Commonwealth Charter Academy)	3,277.45*
	(General Engineer Services & Traffic Signal Plan)	1,894.01
Berkheimer Associates	(Local Service Tax Feb. Operating Commission March)	22.32
Campbell Durrant, PC	(General Labor & Employment Matters March Work 2023)	1,504.00
Cintas Corporation	(PP: Maintenance Uniforms & Mats/ Rugs)	482.56
CNA Surety	(Western Surety Co. Bonding Manager)	700.00
Custom Products Corporation	(Re-Addressing Signs, Shop Tools, Reflectors)	158.37
Danielle J. Hewitt	(Bond Payment to D. Hewitt)	325.00
Denise Clouse Cleaning Services	(Cleaning Borough 3/6, 3/20, 3/27, 4/3, 4/10, 4/17, 4/24)	1,050.00
District Court 43-4-02	(PP: Maintenance Violation 14 Stonegate Constable Delivery)	85.50
ESSA	(PP: April Building Loan)	2,309.20
First Net	(PP: Costs – I Pad & Phone Activity Fees)	547.92
Fuller Paper Company	(Borough Building: Towels, Soap, Tissue)	77.60
GateHouse Media PA Holdings, Inc.	(Ads 3/20/23 & 3/27/23: ZHB Mohammed Appeal)	179.46
Geisinger Health Plan	(PP: Road Crew & Admin Manager Health Plan)	9,237.30
Gotta Go Potties	(P&R: (2) Port of Potties 3/20-4/17/23)	175.00
Highmark Blue Shield	(PP: April – Road Crew & Admin Manager Vision & Dental)	357.04
Kevin Seese	(PP: Used Personal Cred Card to Pay for Backhoe Gas)	75.00
Lowe's	(PP: Boro Ice Melt Garage Stove Pipe Replaced Cold Patch)	449.11
Martin's Power Sweeping	(Street Sweeping: 4/17/23 & 4/18/23)	3,905.00
Met Life	(PP: Highway: April – Life and Disability Ins.)	150.90
NBT Cardmember Service	(PP: Garage/Boro Bldg. Miscellaneous)	1,188.42
Newman, Williams, Mishkin, Corveleyn	(E-Party: File Judgement/ Process Serving)	280.00
PA American Water Co.	(PP: Boro & Garage Water, Fire Hydrants)	938.01
PA Dept of Labor & Industry	(Elevator Certificate of Operation 2 Year Renewal)	84.67

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Payrolls Unlimited	(Payroll 4/7, 4/14, 4/21, 4/28 & Quarterly Taxes)	\$111.30
Plociniak Oil Co.	(Boro Bldg. & Garage Heating Oil)	1,455.80
Pocono Mountain Public Library	(Library: RE Taxes & Delinquent)	5,586.33
Pocono Mountain Regional EMS	(EMS: RE Taxes & Delinquent)	2,810.54
Pocono Mountain Regional Police Dept.	(May 2023 Payment)	79,488.68
Pocono Mountain Volunteer Fire Company	(FC: RE Taxes & Delinquent)	5,586.33
PPL Electric Utilities	(PP: 36 Lighting, Boro/Garage Electric, Park & Rec Conc.)	736.59
Proud City	(Website Annual Subscription)	1,800.00
Purchase Power	(PP: Pitney Bowes Lease)	150.00
Quill Corp	(PP: Office Supplies)	348.42
Reliable Sign & Striping, Inc.	(Supplies & 12-SQ 10' Post)	1,171.00
SFM Consulting	(PP: PA UCC Permit Fees & 4 Building Permits)	2,676.22
	(Zoning 35 Hours)	2,275.00
	(Building Permits)	12,723.82
Sunoco Universal Fleet	(PP: Maintenance Gas & Oil)	1,504.49
TK Elevator Corporation	(Service Date 4/1/23-6/30/23)	214.71
Tulpehocken Spring Water	(Bottled Water)	124.73
US Bank	(PP: April Copier Contract)	141.30
GRAND TOTAL:		<u>\$149,003.60</u>

*Reimbursable Items

Councilman N. DeLano seconded. Motion carried 5 – 0.

Zoning Officer's Report – Borough Manager J. Walker gave the Zoning Officer's report as presented. He noted that that Codes Enforcement Officer has been busy, especially with commercial vehicles being parked in residential zoning districts and other infractions of Borough Ordinances. He stated that there is a sheriff's sale for 14 Stonegate and that the Zoning Department is working on getting a civil action against this property as well prior to the sale.

PUBLIC PARTICIPATION – President D. Struckle reminded everyone about the following events: "Coffee with a Cop" on May 5th from 8:00 A.M – 10:00 A.M. at the Fork Street Bistro; and, our first "First Friday", May 5th, from 6:00 P.M. behind the Borough building under the pavilion.

Meeting adjourned at 7:12 P.M.

Respectfully submitted,

Joshua Walker, Borough Manager



20 Lenox Street
East Stroudsburg, PA 18301
Phone 570-576-8088
Fax 570-476-7607

February 1, 2023

E-Mail to: office@mountpocono-pa.gov

Joshua Walker
Borough of Mount Pocono Maintenance Building Addition
1361 Pocono Blvd.
Mount Pocono, PA. 18344

Re: Maintenance Garage Addition
Project Number: 23-01-05

Joshua:

Dansbury Design & Drafting sincerely thanks you for the opportunity to present this proposal for professional design services.

Based on conversation I have had with you on site, you are interested in building an addition to your existing maintenance garage. The building will be a pre-engineered metal building. The site plan provided shows the addition being approximately 4400 square feet. The new facility will have 3 garage bays, tool room, office, parts room and toilet room on the first floor. The second floor will consist of a lunchroom sleeping area and bathrooms.

Our services include the following:

1. **Documentation of Existing Conditions:**

The facility will be measured to verify the existing extents of the space. The drawing will consist of a floor plan and elevations and will be completed in CAD format which we will utilize for the remaining phases of the project.

2. **Schematic Design:**

The Schematic Design phase will consist of CAD floor plans and elevations. These drawings will be presented to you for review and approval. It should be noted we will not proceed until the schematic design is formerly approved by you.

3. **Construction Documents:**

Per our discussions you will be placing the project out for bids, as a result our plans will be provided in detailed. These include but are not limited to: demolition plan, first floor plan, second floor plan, egress plans, elevations, section, schedules and details. **Please note** that Entegra Engineering has provided professional MEP engineering along with Slate Structural Engineers provided structural engineering services. They have both provided you with a separate proposal

(See attached), Dansbury Design will ensure full coordination between Entegra Engineering, Slate Structural Engineers plans and ours.

The total fee to provide the above service would be a fixed fee of ***\$12,050.00***. The breakdown of this fee is listed below and corresponds to the phases listed above.

1. <u>Documentation of Existing Conditions:</u>	\$1,300.00
2. <u>Schematic Design:</u>	\$4,400.00
3. <u>Construction Documents:</u>	\$6,350.00

Additional Services:

Additional services not included in the above proposal can be provided by Dansbury Design on an hourly basis per the billing rate listed under the heading **Hourly Billing Rates**. These services are as follows:

- Building permit application assistance
- Value Engineering
- Copies of construction documents
- Surveys (by consultant)
- Renderings

Hourly Billing Rates:

Principal	\$120.00 per hour
Associate	\$ 95.00 per hour
Project Manager	\$ 85.00 per hour

Terms & Conditions

CLIENT'S RESPONSIBILITIES

a) When required by regulatory agencies, or requested by Dansbury Design, the Client shall furnish :

- .1 Surveys and documents describing the physical characteristics, and legal limitations of the Site for the Project.
- .2 Structural, mechanical, electrical, pollution, hazardous materials and other laboratory or environmental tests.
- .3 The services of a geotechnical (soils) engineer

b) The Client shall furnish all accounting, insurance and legal counseling services as may be needed for the Client's interest.

c) The Client agrees to pay for services rendered and reimbursable expenses according to the compensation established and within the conditions of this Agreement.

COMPENSATION

a) Reimbursable Expenses will be billed to the Client at the cost to Dansbury Design. Reimbursable Expenses include expenses incurred by the company in the direct interest of the Project for:

- .1 Postage, Deliveries and Messengers,
- .2 Fees paid for applications, permits, and expediting services
- .3 Reproductions and copies including computer plots. (2.00 per 24x36 sheet) (2.25 per 30x42 sheet)
- .4 Insurance coverage above the company's normal limits, if requested by the Client.
- .5 Travel (\$ 0.57 per mile if by car, or otherwise the direct costs incurred.)

b) Invoices will be provided at intervals convenient for Dansbury Design, when requested by the Client, and at the end of each phase of the work.

c) Invoices are due upon receipt. Amounts 45 days past due will bear interest at the rate of 1.5 % per month or the maximum allowed by law, whichever is less.

Borough of Mount Pocono Maintenance Garage Addition

Project Number: 23-01-05

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d) Unless otherwise agreed to in writing, all estimates of time or costs for services to be compensated on an hourly basis, are for informational and planning purposes only and do not limit the Client's responsibility to pay for all time spent on the agreed-upon service.

e) If the scope of the project or of the company's services are changed materially, or if the services covered under this agreement have not been completed within 1 year, the amounts of compensation shall be equitably adjusted by written agreement between the Client & Company

ARBITRATION

a) Claims, disputes, or other matters in question between the Client and Dansbury Design, involving dollar amounts greater than the limits than can be adjudicated in District Court, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. No arbitration shall include an additional person or entity not party to this Agreement. The award rendered by the arbitrator shall be final. In no event shall the demand for arbitration be made after the date when legal proceedings would be barred by the applicable statutes of limitations.

b) If Dansbury Design prevails in a claim for non-payment of services, the Client agrees to pay all costs of collection, including attorney's fees.

USE OF THE DRAWINGS

a) The Drawings, Specifications and other documents prepared for this Project are instruments of Dansbury Design Service for use solely with respect to this Project. Dansbury Design shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including all copyrights..

LIMITATIONS AND MISCELLANEOUS PROVISIONS

a) The Client agrees to indemnify, hold harmless and defend the Dansbury Design from and against all claims, suits, demands, and costs, including attorneys' fees, on account of any damage to property or persons, including death, arising out of the performance or non-performance of obligations under this Agreement.

b) The Client agrees to limit Dansbury Design's liability to the Client, the Client's consultants, construction contractors and sub-contractors and to any subsequent purchaser or assignee, due to any negligent acts, errors or omissions of Dansbury Design such that the total aggregate liability to all those named shall not exceed the fees paid to Dansbury Design by the Client.

c) Nothing in this agreement shall be construed as :

- .1 constituting a guarantee, warranty or assurance, either expressed or implied, that the services provided will yield or accomplish a *perfect* outcome.
- .2 obligating Dansbury Design to exercise professional skill or judgment greater than that which can be reasonably expected from other professionals under like circumstances (the "standard of care").
- .3 an assumption by Dansbury Design of the liability or responsibility of any other party

d) Dansbury Design shall not be responsible for, nor have control over :

- .1 Construction means, methods, sequences or procedures
- .2 Safety precautions and safety programs related to the Work
- .3 The Contractor's ability or failure to perform the Work

e) This contract will be governed by the laws of the Commonwealth of Pennsylvania, and is deemed to have been executed in Stroudsburg, PA

5.06 TERMINATION

a) This Agreement may be terminated by either party upon seven days written notice. In the event of termination, the Dansbury Design shall be compensated for services performed and reimbursable expenses incurred prior to termination, regardless of the status or future of the Project

AGREED TO :

Client

(print name here)

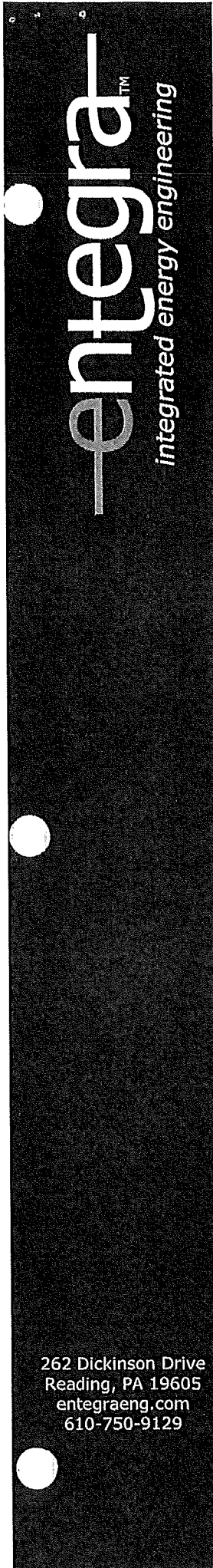
Authorized Signature

(date)

David McGarry

(date)

Associate, Dansbury Design & Drafting



PROFESSIONAL SERVICES PROPOSAL

February 3, 2023

Joshua Walker
Borough of Mount Pocono
1361 Pocono Blvd
Mount Pocono, PA 18344

RE: Proposal for Mechanical/Electrical/Plumbing/Fire Protection Engineering
 Borough of Mount Pocono Maintenance Building Addition
 Mount Pocono, PA
 Entegra Proposal #P23021

Dear Joshua:

Entegra Solutions, PLLC (Entegra) is pleased to offer this proposal for professional engineering services for the Maintenance Building project and the opportunity team with you to make this project successful. This proposal is based on information from Dansbury Design.

We are very proud of our innovative and comprehensive energy solutions geared to the needs of each individual project. We have successful engineering experience in a vast variety of markets and continue to lead the way with realistic, energy-efficient, cost-effective solutions for our clients.

PROJECT DESCRIPTION

Entegra understands the RFP as described below:

1. The proposed project entails an approximately 4,400 square foot, two-story pre-engineered metal building with 16'-0"/18'-0" eave height. The project will have the following:
 - a. First Floor: Three Garage Bays, Tool Room, Parts Room, Bathroom and Offices.
 - b. Second Floor: Sleeping, Lunch and Full Bathroom.

SCOPE OF SERVICES - DESIGN

Entegra proposes to provide the following HVAC/Mechanical, Electrical, Plumbing, and Fire Protection engineering services to support the architectural efforts for the schematic design, design development, and construction documents phases.

1. Provide one site visit to coordinate existing conditions and verify the existing electrical, plumbing, and HVAC infrastructure.

2. HVAC DESIGN

- a. Provide complete HVAC design to include: Heating, Ventilation and Air Conditioning systems and exhaust systems.
 1. Office areas: High efficiency Gas Fired Furnaces with split system DX cooling.
 2. Garage: High efficiency Gas Fired Unit Heater with Ventilation System
 3. Supplemental Exhaust Systems

PROFESSIONAL SERVICES PROPOSAL

3. ELECTRICAL DESIGN

- a. Provide complete electrical design to include: general power; power required to support the HVAC equipment, owner equipment and plumbing equipment; interior lighting; emergency/exit lighting; and fire alarm system.
- b. Generator Design

4. PLUMBING DESIGN

- a. Provide complete plumbing design to include: Sanitary waste and vent, grease waste and vent, domestic cold water, domestic hot water, and natural gas.
- b. Oil Water Separator and Water Heater will be specified on plumbing drawings.
- c. Under Carriage Pressure Washer

5. FIRE PROTECTION DESIGN

- a. Provide fire protection (sprinkler) system performance specifications, expected flow densities and details. Selected fire protection contractor will be responsible for final hydraulic design, calculations and any professional signatures required by the local Authority Having Jurisdiction.
6. Provide COMcheck for lighting and HVAC systems for permitting purposes. Building envelope will be provided by others.
 7. Provide specifications on drawings.

PROJECT ASSUMPTIONS

1. Our MEP/FP scope of services includes plumbing services to extend outside the building 5'-0" from the building's exterior. Any services beyond 5'-0" will be performed by others.
2. A public water source is available with adequate capacity and pressure to serve the building. Fire pump is not required for this project and therefore is not included in our scope of services.
3. Entegra will provide coordination efforts with local utility power company for a new electrical service. Coordination efforts will include initial contact with the power company and one final service application. At the signing of construction contracts, all coordination with the power company will become the responsibility of the contractor.
4. Entegra will incorporate telecommunication, data, and security device locations on electrical documents. The actual, finalized design of the cabling and components for these systems to be provided by others. Entegra will provide raceway systems, rough-in requirements, and 120-volt power design. Entegra will coordinate with Owner/Vendor all wiring specifics for these systems.
5. Site lighting will be designed by others. Entegra will provide power to site lighting.
6. The Architect will provide a proposed building background and sections in a format compatible with AutoCAD Release 2015 for our use in computer drafting.
7. If required, the owner will provide us with their design standards prior to starting the project.

PROFESSIONAL SERVICES PROPOSAL

8. All owner-furnished equipment HVAC/Power/Plumbing requirements will be provided to Entegra at the start of the project. All owner-furnished equipment will be located on architectural drawings.
9. This project will be performed in the conventional design/bid/build process for our portion of the work. One bid package will be required for this project.
10. Construction Administration services (Shop drawing review and site visits) can be provided by Entegra as an additional service.
11. Cost estimating can be provided by Entegra as an additional service; otherwise, pre-construction services shall be provided by others.
12. As-built drawings can be provided by Entegra as an additional service; otherwise, this will be provided by others.
13. Entegra holds professional liability insurance of \$1,000,000.00. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
14. When project work is suspended for more than six months, fees will be renegotiated. Should the project be extended through no fault of Entegra, we reserve the right to renegotiate the remaining services.
15. Digital information generated in the process of developing plans and specifications for this project is only for use in preparing said plans. Release of digital information to anyone not party to this agreement without prior, fair compensation constitutes a transfer of full liability to the releasing party.

PROFESSIONAL FEES AND PROJECT RELATED EXPENSES

Base Fee

Our basic services outlined above equate to a lump sum fee of \$11,750.00. Our fee will be billed monthly based upon a completed percentage of the project.

Reimbursable Expenses

The following expenses are not included in our Base Fee and shall be reimbursed at cost. Reimbursable expenses will be itemized separately. Reimbursable expenses are subject to Sales Tax.

1. Mileage and parking
2. Printing and reproduction of documents
Black/White Photocopies \$0.08 per sheet
3. Plotting of CADD Drawings
4. Postage, express mail, and courier
5. Permits/Approvals secured by Entegra
6. Air dispersion testing/local air permitting applications
7. Special testing services
8. Consultants not included in our basic services
9. Additional insurance coverage or limits (including professional liability insurance) requested in excess of Entegra normally carried as indicated in this proposal.

PROFESSIONAL SERVICES PROPOSAL

Additional Services

Should Additional Services be required beyond those identified in the Project Scope, we would expect that our fee amounts would be adjusted accordingly and by mutual agreement. Prior to performing tasks outside the Project Scope, Entegra will provide an estimate of the additional costs and will not proceed without written authorization. Hourly rates for additional services will be billed per the Entegra hourly rate schedule.

SCHEDULE

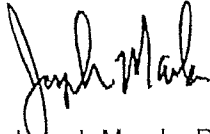
A mutually agreeable schedule can be discussed at the time we receive written notice to proceed. The agreed schedule is contingent upon receiving the necessary information in a clear and expeditious manner.

TERMS & CONDITIONS

Our Terms & Conditions are attached to this proposal and shall be made a part of this agreement. If you find this proposal and our Terms & Conditions acceptable, please sign below and return a copy to Entegra. Entegra will not provide any services in this contract until we receive a signed copy of this proposal. The signed proposal will serve as authorization from you. Our proposal is valid for 60 days from the proposal date.

Thank you for the opportunity to have Entegra provide you with exceptional engineering services. Should you have any questions or need any additional information, please contact us.

Sincerely,



Joseph Manda, PE
Partner

Accepted by Joshua Walker

DATE

By signing this proposal you acknowledge you have read and accepted the Terms and Conditions of this contract.

Cc: Corporate File
Enclosures

2023 RATE SCHEDULE

Employee Hourly Rates

Principal	\$160.00
Project Manager	\$130.00
Project Engineer	\$110.00
Project Designer	\$80.00
Administration	\$50.00

Reimbursable Expenses

When not included in the basic services, reimbursable expenses will be itemized separately and will be reimbursed at 1.1 times the cost of the reimbursable expense. All rates are subject to change and reimbursable expenses are subject to Sales Tax. Reimbursable expenses include:

1. Mileage (\$0.565 per mile)
2. Printing and reproduction of documents including CADD, PDF, tiff, plt, and jpeg files:
 - a. Black/White Photocopies \$0.08 per sheet
 - b. Large Format Copies \$0.35 per square foot
 - c. Large Format Plotting \$0.40 per square foot
3. Postage, express mail, and courier
4. Permits/Approvals secured by Entegra
5. Air dispersion testing/local air permitting applications
6. Special testing services
7. Consultants not included in our basic services
8. Additional insurance coverage or limits (including professional liability insurance) requested in excess of Entegra coverage normally carried as indicated in this proposal.

STANDARD TERMS AND CONDITIONS

This statement includes the standard terms applicable to the engagement of Entegra Solutions, PLLC. Unless expressly modified by some other writing entered into by mutual agreement, these terms constitute our agreement with you. The terms "Client", and "Project" should be interpreted in accordance with their commonly accepted meanings. Please review this statement carefully and contact us promptly if you have any questions.

1. Expect upon written agreement of Entegra Solutions, PLLC, this proposal is valid for sixty (60) days from the date notated on the proposal.
2. Any and all information contained in this proposal, including, but not limited to, technical applications and pricing information, is confidential, and proprietary property of Entegra Solutions, PLLC. Client agrees not to disclose any proprietary property of Entegra Solutions, PLLC, contained in this proposal or in any other written document to any third party without the prior written consent of Entegra Solutions, PLLC.
3. All drawings, sketches, specifications, or other documents produced by Entegra Solutions, PLLC, in any form, including, but not limited to, written or electronic form, are the property of Entegra Solutions, PLLC. Upon payment in accordance with the terms of an agreement between Entegra Solutions, PLLC, and client contemplated by this proposal, the client may be granted the right to use and reproduce said documents solely for the purpose of constructing, remediating, using, or maintaining the project contemplated in said agreement. Use of said documents in violation of this paragraph without the express written consent of Entegra Solutions, PLLC, is strictly prohibited. In the event of any prohibited use, the client agrees to indemnify, defend and hold harmless Entegra Solutions, PLLC, from any claims, damages, losses, liabilities, and expenses, including, but not limited to, attorneys' fees and court filing costs, arising from such prohibited use and in the enforcement of these terms and conditions.
4. All timelines and schedule commitments are subject to change for delays caused by clients failure to provide access to required and specified facilities, or to provide necessary and relevant information or documentation, or for delays caused by expected and unpredictable occurrences or force majeure, such as floods, fires, riots, strikes, unavailability of labor or materials, delays or defaults of suppliers of materials, acts of God, acts of war, or acts or regulations of any governmental agency.
5. This agreement may be terminated by client or Entegra Solutions, PLLC, with or without cause upon a thirty (30) day prior written notice. In the event of said termination, client agrees to pay Entegra Solutions, PLLC, its full fee, if at the time of termination the parties have entered into a Lump Sum/Fixed Fee agreement, or, if billing is on an hourly basis, all hours incurred up to and including the date of termination. Under either billing type, client agrees to reimburse Entegra Solutions, PLLC, for any out of pocket costs incurred prior to cancellation and all incurred reimbursable expenses are due upon termination.
6. Entegra Solutions, PLLC, will provide services in accordance with generally accepted professional standards. ENTEGRA SOLUTIONS, PLLC, WAIVES AND DISCLAIMS ANY WARRANTY, INCLUDING WARRANTY FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY, TO THE EXTENT THAT SAID ARE APPLICABLE, OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED.
7. As a general practice of Entegra Solutions, PLLC, attempts to invoice clients on a monthly basis for services provided in the previous month. Entegra Solutions, PLLC, however, reserves the right to invoice intermittently. Failure to inform Entegra Solutions, PLLC, within ten (10) days from the date of any invoice of any dispute, shall constitute a waiver by client of any right to dispute any charges and claim or cause of action concerning dispute or disagreement with charges assessed by Entegra Solutions, PLLC, for its services. Any invoice that remains unpaid after thirty (30) days from the invoice date shall be assessed a 1.5% charge per month. Any invoice that remains unpaid after seventy-five (75) calendar days from date of invoice will be deemed past due and constitute a default under this agreement. Entegra Solutions, PLLC, reserves the right to cease work under the terms of this agreement if any invoice remains unpaid for more than seventy-five (75) days. In the event that Entegra Solutions, PLLC, must file any litigation for collection of unpaid invoices and/or uncompensated services provided by Entegra Solutions, PLLC, to client, client agrees that it shall

TERMS AND CONDITIONS

reimburse to, and indemnify, Entegra Solutions, PLLC, for all reasonable costs incurred, including, but not limited to, Entegra Solutions, PLLC's staff's time, court costs, attorney's fees, interest on unpaid bills and other related expenses.

8. Client agrees to resolve any claim or dispute arising under the terms of this agreement through binding arbitration containing three (3) arbitrators selected jointly by the parties. The parties agree that at least one (1) arbitrator must have an engineering background. Said arbitration shall be administered through the Alternative Dispute Resolution Program of the Berks County Bar Association, or in the alternative, of any dispute resolution program adopted or endorsed by the Berks County Court of Common Pleas. Any and all fees incurred as a result of participation in said arbitration shall be paid by client without reimbursement from Entegra Solutions, PLLC. The parties specifically agree that any matter involving collection for nonpayment of outstanding invoices to Entegra Solutions, PLLC, are specifically excluded from the requirements of this paragraph.
9. Any damages or liability due to error, omission or professional negligence shall be limited to an amount not to exceed any fee earned by Entegra Solutions, PLLC. Client agrees to hold harmless and indemnify and defend from any and all claims, cause of action or other expenses, Entegra Solutions, PLLC, its subsidiaries, affiliates, officers, employees, consultants, independent contractors, attorneys, accountants, or any other individual who may have assisted Entegra Solutions, PLLC, in the rendering of its services in connection with this agreement. Said indemnification includes, without limitation, reasonable attorney's fees and other costs and expenses incident to any claim, demand, suit actions, suffered, sustained or required to be paid by Entegra Solutions, PLLC, as a result of any claims, demands or legal proceedings which may be asserted by client or any third party, which in any way relates to any act, error, omission, negligence, professional negligence, carelessness, breach of duty, contractual or otherwise on the part of Entegra Solutions, PLLC. In the event client is required to defend Entegra Solutions, PLLC, Entegra Solutions, PLLC, shall have the sole right to select its counsel and/or any representatives.
10. Client agrees to cooperate with Entegra Solutions, PLLC, and shall submit any required information no later than five (5) business days from the date requested.
11. Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither client nor Entegra Solutions, PLLC, their respective officers, directors, partners, employees, contractors, consultants, subconsultants, or any other individual who may have assisted Entegra Solutions, PLLC, in rendering its services in connection with this agreement, shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the services provided under this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both client and Entegra Solutions, PLLC, shall require similar waivers of consequential damages protecting all entities or persons named herein in all contracts and subcontracts with other entities or individuals involved in rendering service directly or indirectly pursuant to this contract.
12. The parties heretofore incorporate herein by reference Exhibit "B", which shall state certain insurance requirements, if applicable.



February 3, 2023

Mr. David McGarry
Associate/Project Manager
Dansbury Design and Drafting
20 Lennox Avenue East
Stroudsburg, PA 18301

**RE: Mount Pocono Maintenance Building
Mount Pocono Borough, Pennsylvania
File No. 2300.031**

Slate Structural Engineers is pleased to submit the following proposal for limited professional consulting structural engineering services for the above referenced project. We based our proposal on your email from January 31st containing a marked up site plan.

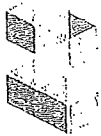
SERVICE:

We will provide design, documentation, and construction contract administration services for the *foundations only* for the proposed two-story pre-engineered metal building. The building will consist of a 3-bay garage with maintenance space on the first floor and locker room, lunch room and sleeping areas on the second floor.

Slate Structural Engineers will serve as the Engineer of Record for the foundations while an engineer retained by the pre-engineered building manufacturer will serve as the Engineer of Record for the superstructure. As it is our understanding that the pre-engineered building manufacturer will not be selected prior to design, we must approximate the loads for the foundation design based on the governing building code required load combinations. It shall be understood that changes to the foundation design may be required once the pre-engineered metal building manufacturer is engaged and provides their final design layout and reactions.

Our services for the foundations and conventional-framed portions of the project will consist of the following:

- Consult to determine structural requirements.
- Assist in the determination of the most suitable structural system.
- Prepare structural documents that will be sealed for building permit application.
- Provide specifications for structural aspects of construction.
- Review of shop drawings relating to structural items designed by Slate Structural Engineers.
- Resolve field questions relating to the structural systems designed by Slate Structural Engineers
- Prepare as-built drawings based solely on contractor markups of our drawings.
- Attend one meeting during the design phase and one meeting/site visit during the construction phase.



ASSUMPTIONS/EXCLUSIONS:

We assume the following:

- A Geotechnical Engineering firm will be retained by others and we will rely upon their recommendations for our foundation design.
- Conventional concrete spread footing and slab-on-grade construction will be utilized.
- The site is flat.
- Our fee will be increased for revision of design and/or drawings to suit changes after work is released for pricing or permits.

We assume the following will be provided by others:

- Design of miscellaneous components (stairs, ladders, railings, etc.).
- Design of means and methods structures (sheeting, excavation support, shoring, scaffolding, formwork, etc.).
- Design and documentation of miscellaneous, secondary, supplemental steel required for the support and seismic bracing of architectural components and building systems (mechanical, electrical, plumbing, etc.).
- Monitoring of special inspections program. We will assist in determining the required inspections and review and evaluate these reports as provided by the inspection agency.
- Material testing and construction inspection will be provided by an inspection and testing agency retained by others. These services should be procured on a continuous basis and must comply with all applicable code requirements.

We exclude the following from our services:

- Design/documentation of all site appurtenances, including but not limited to light pole bases, site walls, planters, pools, ponds, water fountains/features, trellises, gazebos, etc. that are not specifically noted above.
- Services required for the correction of "as constructed" field conditions that deviate from the design concept, contractor substitutions/changes, out-of-scope design changes, or structural repairs. Should these services be necessary, we will perform them as additional services.
- Services required for demolition permit.

FEE:

The total fee for the Services pursuant to this agreement shall be \$9,500 including expenses.

Thank you for the opportunity to provide this proposal and we look forward to working with you on this project. This Proposal, and Terms and Conditions hereto, constitute the entire Agreement between the parties. Please examine these documents and upon acceptance, kindly sign and return at your earliest convenience. We will commence work upon receipt of a signed Proposal. Please retain a copy for your records.

The terms and conditions below are part of this agreement.

OFFERED BY:

SLATE STRUCTURAL ENGINEERS, LLC



02/03/2023

(Signature)

(Date)

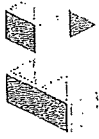
Ryan T. Rotzell, PE
Principal

AGREED TO AND ACCEPTED BY:

DANSBURY DESIGN AND DRAFTING

(Signature)

(Date)



TERMS AND CONDITIONS

INVOICES AND PAYMENT

Invoices will be submitted monthly for services rendered and reimbursable expenses and payments are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and SSE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. We will invoice in proportion to services rendered and payment will be expected within 30 days. Payment for services is the Client's direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 120 days, the Client agrees to actively participate in SSE's efforts to collect SSE's fee directly from the Client's Client. Approved reimbursable expenses will be invoiced at a multiple of 1.0 times the amount expended in the interest of the project.

INDEMNIFICATIONS

SSE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts or omissions of SSE or its employees in the performance of its services under this agreement, subject to the limitation of liability provision. The Client shall indemnify and hold harmless SSE and all of its personnel against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except SSE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

LIMITATION OF LIABILITY

The Client recognizes that the professional services being provided exposes SSE to risks disproportionately greater than the fee represents. Accordingly, the Client agrees, to the fullest extent permitted by law, to limit the liability of SSE and SSE's members, employees, owners and subconsultants for any and all claims (including claims by third parties), to \$100,000 for services on this project. Such claims and causes include, but are not limited to active and passive negligence, professional errors or omissions, strict liability, breach of contract or warranty. If the Client wishes to increase the insurance liability limit associated with SSE's services, our fee will be increased accordingly. This additional fee is in consideration of the greater risk involved in performing work with an increase in limitation of liability. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

ANTI-TERRORISM INSURANCE

The professional services being provided will not include any design considerations required for anti-terrorism measures since they are not required by code. If such services are needed or desired for this project, we will provide a separate proposal if specifically requested by the Client.

ATTORNEY'S FEES

In the event of litigation arising from services provided by SSE, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

CONSTRUCTION OBSERVATIONS

If the Client has not retained SSE to make detailed inspections, or to provide exhaustive or continuous project review and observation services, SSE does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other professional, contractor, subcontractor, supplier or any other entity furnishing materials or performing any services or work on the project.



DISPUTE RESOLUTION

All disputes arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. In the unlikely event, that non-binding mediation is unsuccessful; claims relative to this agreement will be brought to the courts of the Commonwealth of Pennsylvania.

JOBSITE SAFETY

The Client acknowledges that SSE provides professional services only, and neither the professional activities or the presence of SSE at the construction site shall be construed as SSE's obligation to safeguard against all of the jobsite safety duties of contractors, subcontractors, etc. or to report any unsafe conditions that may have existed at the time SSE was present at the site. The Client agrees that others such as the general contractor and/or prime contractors is/are solely responsible for jobsite safety. Client agrees to cause SSE to be named as additional insured in the general and/or prime contractor's general liability policy.

TIME BAN TO LEGAL ACTION

Client and SSE agree that legal action arising out of this agreement shall be barred after two (2) years have passed from the substantial completion of the construction work or termination of SSE's services, whichever is earlier.

TERMINATION

Client or SSE may terminate this agreement at any time with or without cause upon 30 calendar days written notice. The Client, within 30 calendar days of termination, shall pay SSE for all services rendered and costs incurred up to the date of termination.

FAST TRACK PROJECTS

Client agrees to waive all claims against SSE for design changes and modifications to portions of the work already constructed due to the Client's decision to employ the fast track process.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All drawings, plans, sketches, specifications, field data, notes and any other document, including those on electronic media prepared by SSE as instruments of service, shall remain the property of SSE.

STANDARD OF CARE

Services provided by SSE under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OPINION OF PROBABLE COST

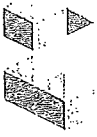
Client understands that if required by the scope of this agreement, SSE will provide an opinion of probable construction cost. This is based on SSE's qualifications and experience as a professional, and not as a contractor. Therefore, SSE makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual cost.

INFORMATION BY OTHERS

Client agrees to the fullest extent permitted by law to waive any claims against SSE, and indemnify, defend and hold SSE harmless from any claim or liability for injury or loss arising from alleged errors, omissions or inaccuracies in documents, or other information provided to SSE by Client.

UNJUST ENRICHMENT

The Client shall not seek unjust enrichment from SSE for any work found to require field correction attributable to SSE. SSE's financial liability shall be limited to corrections required by SSE's negligence, and the amount payable shall be the difference between the actual price paid and the original value of the work, had the correction not been required and subject to the limitation of liability stated above.



CHANGE IN PROJECT USE

SSE services are based on the building configuration and use at the time the services are provided. The Client shall waive any claims against SSE, defend SSE against any claims, and indemnify SSE for any costs, loss, or damage to SSE resulting from any and all claims brought by any party against SSE related to subsequent future building modifications, change in use, or transfer of ownership following substantial completion. The Client agrees that this obligation shall survive the termination of this Agreement.

Paradise Hills Corporate Center
Suite 203, Carlton Road- Paradise Valley
PO Box 396, Cresco PA 18326
tel.: 610-297-1456 fax: 866-485-3204
e-mail: francis@fxsloan.com



March 8, 2023

Mr. Joshua Walker- Borough Manager, Mt. Pocono, Mt. Pocono, Pa. 18344
Re: **Professional Architectural Services**
Existing Maintenance Garage Addition
57 Knox Street, Mt. Pocono, Pa. 18344

Dear Joshua:

It was a pleasure meeting with you and your associates at the site. Based on my review of documents given to me by you, and your direct input the following is our architectural proposal for your review and approval.

Scope of work:

1. Prepare construction documents based on your requirements and for the building departments review and approval.

A. Schematic Design Phase

1. Prepare(2) design sketches based on your direct input for your approval, plans and elevations.

B. Construction Document Phase

1. Prepare documents for construction purposes, consisting of but not limited to: plans, elevations, schedules and details for architectural, electrical and plumbing requirements for the building department review and approval.

C. Professional fee

Our professional fee for the above scope of work shall be **\$3.00 per square foot gross**

D. Payment Schedule

1. **\$1/3** - Upon signing this proposal
2. **\$ 1/3** - Upon completion of Schematic Design Phase
3. **\$1/3** - Upon completion of Construction Document Phase.

E. Exclusions

All printing costs over and above six sets of documents,
All travel expenses over and above the site location.

F. Hourly Rate

(Additional Services, if required based on changes requested by you after the Schematic Design Phase approval)

1. Architect- **\$250.00 per hour**
2. Cad operator- **\$60.00 per hour**

3. Secretarial- **\$35.00 per hour**

It is further agreed upon by and between the respective parties to this contract: That all architectural documents are an instrument of service and shall be the sole property of Francis X. Sloan, architect.

Thank you for allowing me to be of service to you, please sign one (1) of the two (2) copies of this proposal and send it back to this office . We will then proceed immediately.

Ps I enjoyed your company, looking forward to working with you.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'F. X. Sloan AIA', with a stylized flourish at the end.

Francis X. Sloan, AIA
Architect

Approved by:

Mr. Joshua Walker

Date

SCHOONOVER & VANDERHOOF, ARCHITECTS, LLC

39 NORTH COURTLAND STREET, EAST STROUDSBURG, PENNSYLVANIA 18301

TEL: 570-424-2980

WEBSITE: SVARCH.COM

May 15, 2023

Via Email to: office@mountpocono-pa.gov

Mr. Joshua Walker,
Borough Manager
Mount Pocono Borough
1361 Pocono Blvd.
Mount Pocono, PA 18344

Re: Addition to Mount Pocono Maintenance Building
Our Project Number: 23-05-06

Dear Joshua:

Thank you for allowing *Schoonover & Vanderhoof, Architects, LLC* to present this proposal for architectural services on the above-referenced project.

As I understand the project, you are interested in retaining the existing 3-bay garage and adding an additional 3 bays and a 2-story area that will consist of a tool room, office space, bathrooms, lunch room, storage and sleeping room.

Our services shall include the following:

1. **Documentation of Existing Conditions:**

The existing 3-bay garage will be measured and drawings prepared. The drawings shall generally consist of a floor plan and four (4) elevations. We will also measure the adjacent parts storage area to be shown on a demolition plan.

2. **Schematic Design:**

The Schematic Design phase will consist of a first floor plan, second floor plan and front elevation of the building. We have included three (3) rounds of revisions within this proposal for modifications.

3. **Design Development:**

Upon approval of the Schematic Design, the Design Development phase shall begin. During this phase, the systems such as structural systems will be designed as well as the remainder of the elevations. Also during this phase, exterior and interior materials will be selected.

Wayne W. Vanderhoof, A.I.A.
Principal

John S. Schoonover, Jr.
Partner Emeritus

Mr. Joshua Walker, Borough Manager
Re: Addition to Mount Pocono Maintenance Building
Our Project #23-05-06
May 15, 2023
Page 2

4. **Construction Documents:**

The Construction Documents shall be detailed Construction Documents for bidding and shall generally include a demolition plan, foundation plan, structural plan, first floor plan, second floor plan, four (4) elevations, reflected ceiling plans, building sections, door and finish schedules, details, and written Specifications.

5. **Bidding:**

Upon approval of the Construction Documents, the project will be put out to suitable contractors or placed on PennBid. During the bid process, questions will be answered and, if required, Addendums will be prepared. Upon receipt of the bids, the bids will be evaluated and recommendations made. Upon selection of the Contractor, contracts between the Owner and the Contractor will be drawn up by our office.

6. **Construction Administration:**

Schoonover & Vanderhoof will provide an allowance for Construction Administration services. These services shall generally include review and approval of Applications for Payment, review and approval of shop drawings, job conferences on a bi-weekly basis (or as needed basis), and project closeout.

It is duly noted that Strunk-Albert Engineering (MEP) and Place Engineering PLLC (structural engineer) would provide Construction Administration on an hourly basis.

Our fee to provide the above service would be a ***fixed fee of \$30,230.00.***

The fee is generally broken out as follows:

Schoonover & Vanderhoof Architects	\$ 11,030.00
Place Engineering (Structural Engineering)	\$ 5,200.00
Strunk-Albert Engineering (MEP)	\$ 14,000.00

Not included in our fee is the cost of reproduction of Construction Documents, agency approval fees such as building permits, etc.

Strunk-Albert Engineering has sent their proposal directly to Mount Pocono Borough. We do not have a problem with the Borough working directly with Strunk-Albert Engineering. In our proposal, we have included coordination of all consultants.

Billing will be prepared monthly on a percentage of services completed.

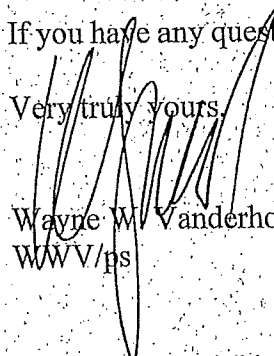
Mr. Joshua Walker, Borough Manager
Re: Addition to Mount Pocono Maintenance Building
Our Project #23-05-06
May 15, 2023
Page 3

Should you accept this proposal, please **sign** this proposal and return it to our office. ***This will act as our agreement.*** Should contractual problems occur, it is our understanding that the AIA Contract between Owner and Architect (B101) will serve as a guide in resolving any disputes.

We are looking forward to working with you on this project.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,


Wayne W. Vanderhoof, AIA
WWV/ps

I have accepted this proposal.

Joshua Walker, Borough Manager
Borough of Mount Pocono

Date

PLACE Engineering, PLLC

315.256.3723
kp@placestructural.com
May 11, 2023

8505 Number 2 Road East
Manlius, NY 13014

Schoonover & Vanderhoof Architects, LLC
39 N Courtland Street
East Stroudsburg, PA 18301

Attn: Wayne Vanderhoof
Care of: Paulina Tylutka, Project Manager

Delivered via email: ptylutka@svarch.com

RE: New Maintenance Building, Mt. Pocono Township
Fee Proposal

Dear Mr. Vanderhoof:

Please find enclosed our fee proposal to provide structural design services on the above referenced project. This proposal is based on a scope as outlined in your email of 5/8/23 and in an email from Ms. Tylutka on 5/9/23, with attachment, to be the design of a new single story 5,700sf building. The building is intended to be pre-engineered metal building (PEMB) construction, so this proposal includes only the design of the building foundations. All superstructure design work (including the second floor framing) is by others.

For the purposes of our design the foundations will bear on undisturbed soil or engineered fill. No loading docks are defined. Slab on grade loading is undefined. We will include a standard, 6-inch thick slab, not designed for any specific loading. Equipment foundations are not defined, and are also excluded.

It is assumed that the PEMB manufacturer will not be selected until after contractor award of the project. Therefore, we will be tasked to design the foundations based on assumed geometries, fixities, and loads. We will then need to adjust our design after final PEMB design is submitted. It is assumed the PEMB designer will not change the layout of the building; we will only need to adjust the foundation components to the final baseplate reactions provided. Included is a deduct if final anchor bolt (AB) reactions are provided prior to the start of our work.

Our deliverable is a design set of structural drawings defining the foundation system for the building.

We propose to provide this service, to the following fixed fees:

Design	\$ 4,000.00
Deduct if Final AB reactions provided at start	- \$1,200.00
Construction Administration, hourly basis, budget	\$ 800.00

This proposal is based on the following:

- A linear design approach; back tracking and reproduction of work already completed is subject to additional fee. We have included one adjustment to the PEMB AB reactions upon receipt of final PEMB production drawings.
- Standard shallow bearing foundations. Prior to our start, the Client will retain a geotechnical engineer to define the soil parameters, and design, define, and monitor the construction of engineered fill to final grade, if needed.
- Everything above the slab elevation is to be defined by others.
- Design meetings will be by teleconference or web-based service.
- The above includes one formal submission at 100%.
- Budget estimates, permitting support, and bidding support are excluded from the above quote. If needed, we will bill on an hourly basis for this work.
- Our current hourly rates are \$140 per hour for engineering and \$105 per hour for drafting.
- Deliverable is a .pdf file of our structural design drawings, electronically stamped and signed. Wet stamped and signed documents, if needed, will be mailed, billable at our cost.

PE, PLLC billing is monthly and payment is due upon receipt. Outstanding bills beyond 60 days are subject to interest, accrued at 1.5% monthly from the billing date.

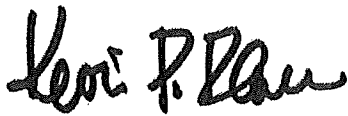
This proposal is valid until 7/1/2023, at which time the fee is subject to a potential rate increase.

Should you find these terms acceptable, your signature below will constitute your authorization for us to perform this service.

Thank you for the opportunity to provide this service. We look forward to working with you on this project.

Sincerely,

PLACE Engineering, PLLC



KEVIN P. PLACE, P.E.

Approved and Accepted By

Printed Name

Date



May 4, 2023

Joshua Walker, Borough Manager
Borough of Mt. Pocono
1361 Pocono Boulevard, Suite 100
Mount Pocono, PA 18344
570-839-8436, Ext. 301
office@mountpocono-pa.gov

Re: Proposal for Mechanical and Electrical Engineering Services
Borough of Mt. Pocono – New Maintenance Bldg.
Knox Street, Mt. Pocono, PA

Dear Joshua:

This is in response to a request through Wayne Vanderhoof at Schoonover & Vanderhoof for a proposal to provide Mechanical and Electrical Engineering Services for the above referenced project.

For purposes of definition in this proposal, The Borough of Mt. Pocono will be known as both the "Client", and the "Owner", and the subject proposal as the "Project". SAE is the abbreviation for Strunk-Albert Engineering. MEP is the abbreviation for Mechanical, Plumbing, & Electric.

1.0 PROJECT DESCRIPTION

The Borough of Mt. Pocono has engaged the architectural services of Schoonover & Vanderhoof to assist them in the design of a new Maintenance Building that will be located on Knox Street in Mt. Pocono. The proposed building will consist of a three-bay garage space that is approximately 2,880 sq. ft. as well as a two-story area of the building that will consist of a tool room, office space, bathrooms, lunchroom, storage, and sleep room. The total square footage for this portion of the building is approximately 2,800 sq. ft.

In discussions with Wayne Vanderhoof, he requested that SAE provide a proposal to the Borough of Mt. Pocono for the mechanical, electrical, and plumbing design services for the building.

2.0 DESIGN PHASE - SCOPE OF WORK

PLUMBING DESIGN			
Service	Included		Remarks
	Yes	No	
Site Utility Plan		X	Plan(s) showing water service, gas service, storm water piping, etc., and other site related utilities to be provided by Others.
Water Service Coordination	X		Coordinate water service requirement with the water company and/or site engineer.

Gas Service Coordination	X		Coordinate gas service requirement with the gas company and/or site engineer.
Gutters / Downspout System		X	
Sanitary & Vent System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Cold / Hot Water System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Hot Water Generation	X		Plans, diagrams, sizing and equipment schedule.
Plumbing Fixtures and Equipment	X		Plumbing fixture selection, misc. equipment schedule and details.
Natural Gas System	X		Plans and diagrams for the building designed to utility meter location.
Specialty Water System		X	Solar water heating, rainwater harvesting, gray water reclaim, etc.
Water Treatment System		X	
Compressed Air System	X		Plans and diagrams, sizing and selection of air compressor and related accessories.
Garage Floor Drain System		X	None anticipated.
Lubrication System		X	
Waste Oil Collection System		X	
Vehicle Wash Bay Reclaim Collection System		X	

FIRE PROTECTION DESIGN			
Service	Included		Remarks
	Yes	No	
Fire Protection System		X	

MECHANICAL (HVAC) DESIGN			
Service	Included		Remarks
	Yes	No	
HVAC Load Calculations	X		
HVAC Options Meeting with Client/Owner	X		Intent is to review HVAC options available and discuss recommendations.
HVAC System Design	X		HVAC system basis of design is unknown and is to be established during schematic design phase of project. It is anticipated that the system would most likely consist of various gas-fired appliances with split

			DX cooling. It is anticipated that the garage space will not be air conditioned.
Economizer System	X		Where desired by the Owner or required by the governing energy conservation code.
Fume Hoods or Hazardous Exhaust System Design		X	
General Building Exhaust Systems	X		
Automatic Temperature Controls	X		ATC using local programmable thermostats and standalone controllers.
Radiant Floor Heating System		X	
Snow Melt System		X	

ELECTRICAL DESIGN			
Service	Included		Remarks
	Yes	No	
Electrical Service Coordination	X		Coordinate incoming electric service requirements with the Electric Utility and Site Engineer.
Electrical Distribution	X		Plans and diagrams, including load calculations, panelboard and equipment schedules.
Building Power Systems	X		Plans and details.
Building Lighting Systems	X		Interior and exterior (building-mounted) lighting plans, details, and luminaire schedule.
Lighting Controls	X		
Emergency / Exit Lighting Systems	X		(Battery units); plans and schedule.
Site Lighting Systems -- Power	X		Wiring plan and controls for site lights. Site lighting calculations, plans, details, luminaire schedule, etc., by Others.
Generator System		X	
Communications Systems	X		Telephone and data outlet location on plans. Blank boxes with conduits to accessible ceiling.
		X	Telephone equipment; specifications for telephone instruments, telephone switch, other electronic components. (By Others)
		X	IT/Computer equipment; specifications for switches, routers, hubs, servers, computers, and other electronic equipment. (By Others)
Fire Alarm / Detection System(s)	X		New fire alarm/detection system as desired by Owner and/or required by Code; plans, diagrams, equipment specs for the building.
Intrusion Detection System		X	

CCTV / Surveillance System		X	
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GENERAL SERVICES – DESIGN PHASE			
Service	Included		Remarks
	Yes	No	
MEP+FP System Design Using AutoCAD Design Software Platform	X		
CAD Architectural Drawing		X	To be provided by Client's Architect.
CAD Site Utilities Plan(s)		X	To be provided, as needed, by Site Engineer.
MEP Code Analysis	X		Client to provide building occupancy classification, code analysis, exit plans, etc. to SAE.
Technical Specifications	X		MEP Division 22-28; CSI Format, as required by the project.
Front-End Bidding Specifications		X	
Permit / Code Review		X	Submission of permit applications, documents and paying of associated fees to local/state AHJ.
Permit / Code Review	X		Respond to review comments and make edits to the drawings as applicable.
Construction Cost Detailed Estimate		X	By Others, as needed.
Structural Engineering Analysis / Design		X	By Others, as needed.
Progress Drawing Documents	X		Emailed as PDF.
Final Drawing / Specification Documents	X		Emailed as PDF.
Final / Permit Drawing Documents	X		Hard copies signed and sealed by a licensed PE.

3.0 BIDDING

BIDDING PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Bidding-Related RFIs	X		
Preparing Addenda, as Needed.	X		
Issuing Bid Documents and Associated Addenda & Manage Plan-Holders List,		X	
Attend On-Site Pre-Bid Meeting		X	
Receive & Tabulate Bids		X	
Attend Bid Opening		X	

Review Bid Results and Issue Owner/Client Letter of Recommendation for Award		X	
Value Engineering – Review & Comment on Proposed Value Engineering recommendations.	X		As required by the project.
Value Engineering – Redesign and/or Modifications to Final Bid Documents Based on Value Engineering Decisions		X	An additional service fee would be established once the full scope of changes is known.

4.0 CONSTRUCTION PHASE

CONSTRUCTION PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Construction-Related RFIs	X		
Prepare Clarification Sketches, as Needed.	X		
Review Shop Drawings & Submittals	X		
Applications for Payment Review		X	
Permit Applications		X	Completing documentation required for application of permits. All permit applications to be completed and submitted by others.
Contractor-Owner Agreement Preparation		X	
On-Site Construction Meeting Attendance / On-Site Construction Review / On-Site Punch Inspection or Reinspection	X		Attend meetings at the site for any of the following reasons: 1) Attendance at regularly scheduled on-site construction meetings; 2) attendance at meetings on-site for the purpose of field coordination; 3) Perform on-site construction review of MEP installations; 4) Perform on-site punch inspection or re-inspections of MEP installations. Following each visit, SAE to prepare meeting minutes, construction review report or punch inspection report to Client.
Prepare Record Drawings		X	

5.0 ADDITIONAL SERVICES

- A. Any services not indicated to be included or provided by SAE in Sections 2.0, 3.0 and 4.0 are available on a time and expense basis based on the hourly rate schedule included below.

6.0 CLIENT / OWNER RESPONSIBILITIES

- A. The Client will review the project design schedule with SAE and develop a critical path schedule that is coordinated with the other design professionals that allows for a reasonable amount of time to develop the construction documents.
- B. The Client will provide information to SAE regarding the proposed project budget and project limitations.
- C. The Client will provide to SAE any letters, correspondence, or meeting minutes from other Design Team Members that is relevant to the design.

7.0 FEES AND EXPENSES

A. Lump Sum Fee

STRUNK - ALBERT ENGINEERING proposes to provide the engineering services for this project as outlined above on a flat fee basis for each phase, or as otherwise indicated below. The fee will be billed monthly as a percentage of completion for each phase:

MEP BASE FEE SCHEDULE

1.0 DESIGN PHASE

Schematic Design Documents	\$ 4,200	
Construction Documents	\$ 9,800	
	TOTAL FOR DESIGN PHASE	\$14,000

2.0 BIDDING PHASE

Bidding Services	Hourly
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3.0 CONSTRUCTION PHASE

Construction Services	Hourly
-----------------------	--------

- B. If the Engineering Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
- C. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of SAE, costs for services rendered to date will be due.
- D. Additional Services are available at the following flat hourly rates;

Partner	\$155.00 per hour
Associate	\$120.00 per hour
Construction Project Manager	\$120.00 per hour
Designer	\$105.00 per hour
Drafting	\$ 80.00 per hour
Administrative Support	\$ 60.00 per hour



- E. Reimbursable Expenses: The Base Service Fee indicated above does include SAE's anticipated expenses such as travel to project site, printing for SAE use, telephone use and standard postage. Reimbursable Expenses are in addition to compensation for Base and Additional Services and include expenses incurred by SAE in the interest of the Project and include the following:

1. Fees paid for securing approvals of authorities having jurisdiction over the project.
2. Expense of reproductions beyond those included in the Base Fee required by the project. Reproduction costs are available upon request.
3. Expense of shipping services (UPS, USPS, FedEx, etc.) for drawings or other media if requested by Client/Owner.

8.0 PAYMENT

- A. The Client agrees to pay STRUNK - ALBERT ENGINEERING invoices within 30 days of the invoice date. The Client understands that signed and sealed drawings will not be provided until payment in full is received for the construction documents.
- B. If this project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust based on current costs. If this project proceeds but is then placed on hold for more than 3 months we reserve the right to apply a re-activation fee.
- C. It is also understood that our payment is not contingent on the Owner obtaining financing for this project. We will be paid for services rendered regardless of the final development of the project.

9.0 INSURANCE AND DOCUMENT OWNERSHIP

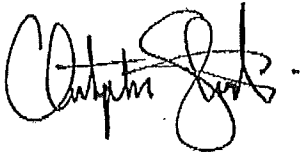
- A. SAE's Professional Liability Insurance coverage limits included within our basic services fee are \$2mil / \$2mil. We also carry Commercial, Automobile, and Umbrella Excess Liability coverages.
- B. All documents prepared or furnished by SAE pursuant to this Agreement are instruments of service, and SAE shall retain ownership and property interest therein. SAE grants Client and Owner a license to use instruments of SAE's service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client or Owner, without SAE's written permission, shall be at the Client and Owner's sole risk, and the Client and Owner agree to indemnify and hold subcontractor harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Owner or by others acting through them.

10.0 ACCEPTANCE

We appreciate your interest in working with STRUNK - ALBERT ENGINEERING. I am sure that you will find our services timely and of high quality. If this Proposal meets your satisfaction, please sign one copy and return it to our office or return another form of written authorization to proceed.

Very truly yours,

STRUNK - ALBERT ENGINEERING



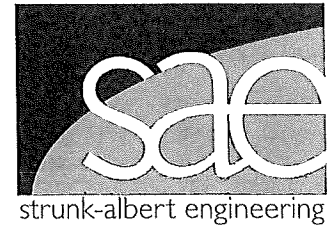
Christopher T. Strunk, P.E.
Partner

I have reviewed the above proposal and hereby authorize STRUNK - ALBERT ENGINEERING to proceed with the outlined services. (If not signed but authorized verbally or by other correspondence this proposal/contract will be in effect.)

Signature

Title

Date



~~May 4, 2023~~ Revised: May 17, 2023

Joshua Walker, Borough Manager
Borough of Mt. Pocono
1361 Pocono Boulevard, Suite 100
Mount Pocono, PA 18344
570-839-8436, Ext. 301
office@mountpocono-pa.gov

Re: Proposal for Mechanical and Electrical Engineering Services
Borough of Mt. Pocono – New Maintenance Bldg.
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Dear Joshua:

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In discussions with Wayne Vanderhoof, he requested that SAE provide a proposal to the Borough of Mt. Pocono for the mechanical, electrical, and plumbing design services for the building.

(REV-1: This proposal has been updated to include design services, as outlined below, associated with a new fire suppression system for the building)

2.0 DESIGN PHASE - SCOPE OF WORK

PLUMBING DESIGN			
Service	Included		Remarks
	Yes	No	
Site Utility Plan		X	Plan(s) showing water service, gas service, storm water piping, etc., and other site related utilities to be provided by Others.

Water Service Coordination	X		Coordinate water service requirement with the water company and/or site engineer.
Gas Service Coordination	X		Coordinate gas service requirement with the gas company and/or site engineer.
Gutters / Downspout System		X	
Sanitary & Vent System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Cold / Hot Water System	X		Plans and diagrams for the building designed to five feet outside the building.
Domestic Hot Water Generation	X		Plans, diagrams, sizing and equipment schedule.
Plumbing Fixtures and Equipment	X		Plumbing fixture selection, misc. equipment schedule and details.
Natural Gas System	X		Plans and diagrams for the building designed to utility meter location.
Specialty Water System		X	Solar water heating, rainwater harvesting, gray water reclaim, etc.
Water Treatment System		X	
Compressed Air System	X		Plans and diagrams, sizing and selection of air compressor and related accessories.
Garage Floor Drain System		X	None anticipated.
Lubrication System		X	
Waste Oil Collection System		X	
Vehicle Wash Bay Reclaim Collection System		X	

FIRE PROTECTION DESIGN			
Service	Included		Remarks
	Yes	No	
Sprinkler Service Coordination	X		Coordinate new incoming sprinkler service with water utility and site engineer.
Fire Protection System – Service Entrance Design	X		Plans indicating entry sprinkler service layout including valves, backflow prevention device(s), alarm check valves and supervisory devices.
Sprinkler Head Location Plans	X		Full building plans indicating sprinkler head types, locations and spacing requirements.
Performance-Based Design Criteria	X		Specifications for sprinkler piping and associated components and specification of sprinkler coverage/density requirements based on hazard use.
Piping Design		X	Design of piping distribution including location, sizing of piping systems with dimensions shall be completed by the installing contractor. Finalized

			design shall be signed and sealed by installing contractor's engineer.
Hydraulic Calculations		X	Completed by the installing contractor. Signed and sealed calculations provided by installing contractor's engineer based on finalized design.
Water Flow Test		X	Perform or witness of hydrant flow test of the municipal water supply by Others. Results of test to be forwarded to SAE for review.
Fire Pump and/or Jockey Pump System		X	Pressure / flow data from the municipal water supply is unknown at this time. Therefore, design efforts for a fire pump system have been excluded from the base fee for this project. Should flow / data information indicate insufficient pressure is available to accommodate the sprinkler system's requirements, an additional design fee shall apply. An additional line-item fee has been provided below should a fire pump be required.
Fire Protection Water Storage System		X	It is anticipated that a municipal water supply is present at the project site to serve the sprinkler system. Should a water storage tank be required, an additional design fee shall apply and will be established at that time.

MECHANICAL (HVAC) DESIGN			
Service	Included		Remarks
	Yes	No	
HVAC Load Calculations	X		
HVAC Options Meeting with Client/Owner	X		Intent is to review HVAC options available and discuss recommendations.
HVAC System Design	X		HVAC system basis of design is unknown and is to be established during schematic design phase of project. It is anticipated that the system would most likely consist of various gas-fired appliances with split DX cooling. It is anticipated that the garage space will not be air conditioned.
Economizer System	X		Where desired by the Owner or required by the governing energy conservation code.
Fume Hoods or Hazardous Exhaust System Design		X	
General Building Exhaust Systems	X		
Automatic Temperature Controls	X		ATC using local programmable thermostats and standalone controllers.

Radiant Floor Heating System		X	
Snow Melt System		X	

ELECTRICAL DESIGN			
Service	Included		Remarks
	Yes	No	
Electrical Service Coordination	X		Coordinate incoming electric service requirements with the Electric Utility and Site Engineer.
Electrical Distribution	X		Plans and diagrams, including load calculations, panelboard and equipment schedules.
Building Power Systems	X		Plans and details.
Building Lighting Systems	X		Interior and exterior (building-mounted) lighting plans, details, and luminaire schedule.
Lighting Controls	X		
Emergency / Exit Lighting Systems	X		(Battery units); plans and schedule.
Site Lighting Systems – Power	X		Wiring plan and controls for site lights. Site lighting calculations, plans, details, luminaire schedule, etc., by Others.
Generator System		X	Should the project require a fire pump to serve the automatic sprinkler system, a generator to serve that pump system will likely be required. For the purposes of the base design fee, the design work associated with a generator has been excluded. Should it be determined that a fire pump is required, an additional design fee shall apply to add a generator. An additional line-item fee has been provided below should a generator be required.
Communications Systems	X		Telephone and data outlet location on plans. Blank boxes with conduits to accessible ceiling.
		X	Telephone equipment; specifications for telephone instruments, telephone switch, other electronic components. (By Others)
		X	IT/Computer equipment; specifications for switches, routers, hubs, servers, computers, and other electronic equipment. (By Others)
Fire Alarm / Detection System(s)	X		New fire alarm/detection system as desired by Owner and/or required by Code; plans, diagrams, equipment specs for the building.
Intrusion Detection System		X	
CCTV / Surveillance System		X	

GENERAL SERVICES – DESIGN PHASE			
Service	Included		Remarks
	Yes	No	
MEP+FP System Design Using AutoCAD Design Software Platform	X		
CAD Architectural Drawing		X	To be provided by Client's Architect.
CAD Site Utilities Plan(s)		X	To be provided, as needed, by Site Engineer.
MEP Code Analysis	X		Client to provide building occupancy classification, code analysis, exit plans, etc. to SAE.
Technical Specifications	X		MEP Division 22-28; CSI Format, as required by the project.
Front-End Bidding Specifications		X	
Permit / Code Review		X	Submission of permit applications, documents and paying of associated fees to local/state AHJ.
Permit / Code Review	X		Respond to review comments and make edits to the drawings as applicable.
Construction Cost Detailed Estimate		X	By Others, as needed.
Structural Engineering Analysis / Design		X	By Others, as needed.
Progress Drawing Documents	X		Emailed as PDF.
Final Drawing / Specification Documents	X		Emailed as PDF.
Final / Permit Drawing Documents	X		Hard copies signed and sealed by a licensed PE.

3.0 BIDDING

BIDDING PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Bidding-Related RFIs	X		
Preparing Addenda, as Needed.	X		
Issuing Bid Documents and Associated Addenda & Manage Plan-Holders List,		X	
Attend On-Site Pre-Bid Meeting		X	
Receive & Tabulate Bids		X	
Attend Bid Opening		X	
Review Bid Results and Issue Owner/Client Letter of Recommendation for Award		X	

Value Engineering – Review & Comment on Proposed Value Engineering recommendations.	X		As required by the project.
Value Engineering – Redesign and/or Modifications to Final Bid Documents Based on Value Engineering Decisions		X	An additional service fee would be established once the full scope of changes is known.

4.0 CONSTRUCTION PHASE

CONSTRUCTION PHASE SERVICES			
Service	Included		Remarks
	Yes	No	
Answering Construction-Related RFIs	X		
Prepare Clarification Sketches, as Needed.	X		
Review Shop Drawings & Submittals	X		
Applications for Payment Review		X	
Permit Applications		X	Completing documentation required for application of permits. All permit applications to be completed and submitted by others.
Contractor-Owner Agreement Preparation		X	
On-Site Construction Meeting Attendance / On-Site Construction Review / On-Site Punch Inspection or Reinspection	X		Attend meetings at the site for any of the following reasons: 1) Attendance at regularly scheduled on-site construction meetings; 2) attendance at meetings on-site for the purpose of field coordination; 3) Perform on-site construction review of MEP installations; 4) Perform on-site punch inspection or re-inspections of MEP installations. Following each visit, SAE to prepare meeting minutes, construction review report or punch inspection report to Client.
Prepare Record Drawings		X	

5.0 ADDITIONAL SERVICES

- A. Any services not indicated to be included or provided by SAE in Sections 2.0, 3.0 and 4.0 are available on a time and expense basis based on the hourly rate schedule included below.

6.0 CLIENT / OWNER RESPONSIBILITIES

- A. The Client will review the project design schedule with SAE and develop a critical path schedule that is coordinated with the other design professionals that allows for a reasonable amount of time to develop the construction documents.

- B. The Client will provide information to SAE regarding the proposed project budget and project limitations.
- C. The Client will provide to SAE any letters, correspondence, or meeting minutes from other Design Team Members that is relevant to the design.

7.0 FEES AND EXPENSES

A. Lump Sum Fee

STRUNK - ALBERT ENGINEERING proposes to provide the engineering services for this project as outlined above on a flat fee basis for each phase, or as otherwise indicated below. The fee will be billed monthly as a percentage of completion for each phase:

MEP BASE FEE SCHEDULE

1.0 DESIGN PHASE

Schematic Design Documents	\$ 5,400	
Construction Documents	\$ 12,600	
TOTAL FOR DESIGN PHASE		\$18,000

2.0 BIDDING PHASE

Bidding Services	Hourly
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3.0 CONSTRUCTION PHASE

Construction Services	Hourly
-----------------------	--------

MEP ADDITIONAL SERVICES FEE SCHEDULE

DESIGN PHASE

Fire Pump / Jockey Pump System	\$ 2,750
Emergency Generator System Design	\$ 2,500

- B. If the Engineering Scope of Work for this project changes to the point that our fee structure cannot cover the additional work, we will provide written notice and request that our fee be re-negotiated.
- C. Should the project fail to continue, or should the project be canceled at any time or reason through no fault of SAE, costs for services rendered to date will be due.
- D. Additional Services are available at the following flat hourly rates;

Partner	\$155.00 per hour
Associate	\$120.00 per hour
Construction Project Manager	\$120.00 per hour
Designer	\$105.00 per hour
Drafting	\$ 80.00 per hour
Administrative Support	\$ 60.00 per hour



- E. Reimbursable Expenses: The Base Service Fee indicated above does include SAE's anticipated expenses such as travel to project site, printing for SAE use, telephone use and standard postage. Reimbursable Expenses are in addition to compensation for Base and Additional Services and include expenses incurred by SAE in the interest of the Project and include the following:
1. Fees paid for securing approvals of authorities having jurisdiction over the project.
 2. Expense of reproductions beyond those included in the Base Fee required by the project. Reproduction costs are available upon request.
 3. Expense of shipping services (UPS, USPS, FedEx, etc.) for drawings or other media if requested by Client/Owner.

8.0 PAYMENT

- A. The Client agrees to pay STRUNK - ALBERT ENGINEERING invoices within 30 days of the invoice date. The Client understands that signed and sealed drawings will not be provided until payment in full is received for the construction documents.
- B. If this project does not proceed within 6 months of the date of this proposal, we reserve the right to re-evaluate our fee and adjust based on current costs. If this project proceeds but is then placed on hold for more than 3 months we reserve the right to apply a re-activation fee.
- C. It is also understood that our payment is not contingent on the Owner obtaining financing for this project. We will be paid for services rendered regardless of the final development of the project.

9.0 INSURANCE AND DOCUMENT OWNERSHIP

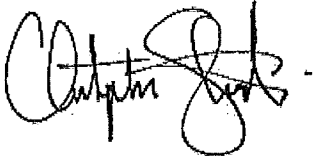
- A. SAE's Professional Liability Insurance coverage limits included within our basic services fee are \$2mil / \$2mil. We also carry Commercial, Automobile, and Umbrella Excess Liability coverages.
- B. All documents prepared or furnished by SAE pursuant to this Agreement are instruments of service, and SAE shall retain ownership and property interest therein. SAE grants Client and Owner a license to use instruments of SAE's service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by the Client or Owner, without SAE's written permission, shall be at the Client and Owner's sole risk, and the Client and Owner agree to indemnify and hold subcontractor harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Owner or by others acting through them.

10.0 ACCEPTANCE

We appreciate your interest in working with STRUNK - ALBERT ENGINEERING. I am sure that you will find our services timely and of high quality. If this Proposal meets your satisfaction, please sign one copy and return it to our office or return another form of written authorization to proceed.

Very truly yours,

STRUNK - ALBERT ENGINEERING

A handwritten signature in black ink, appearing to read "Christopher T. Strunk", with a stylized flourish at the end.

Christopher T. Strunk, P.E.
Partner

I have reviewed the above proposal and hereby authorize STRUNK - ALBERT ENGINEERING to proceed with the outlined services. (If not signed but authorized verbally or by other correspondence this proposal/contract will be in effect.)

Signature

Title

Date

PROFESSIONAL SERVICES AGREEMENT

May 19, 2023

BETWEEN

SEDLER DESIGN AND REDEVELOPMENT, LLC

4063D Nazareth Pike Bethlehem, PA 18020

Mailing – PO Box 1251 Bethlehem, PA 18016

&

MOUNT POCONO BOROUGH

MR. JOSHUA WALKER, BOROUGH MANAGER

1361 Pocono Boulevard

Mount Pocono, PA 18344

Project # 417-001

Addition and renovation to the existing garage
57 Knox Street, Mount Pocono, PA 18344

Project Description:

- Develop architectural & engineering plans for an addition to the existing building. To include a single story 48' x 60' garage bay and a two story 39' x 36' building that includes storage, sleeping. Tool room, lunch room and office.
- Garage area of 2,880 sq. ft +/- and two story area of 2,808 sq. ft. +/-.
- Layout of the interior spaces as per township sketch provided to SDR, LLC on May 8, 2023.
- Drawings to show all existing and proposed conditions
- Design and details to incorporate all applicable codes, namely, the 2018 International Building Code, the 2018 International Existing Building Code and the Accessibility guidelines

Services Included:

- Architectural design
- Structural design
- Electrical design
- Mechanical design
- Plumbing design
- Fire alarm design
- Data & Telephone design

Specific Services Excluded:

- Civil/Site Engineering
- Site Lighting except for building mounted lights
- Permit fees
- Third party review fees
- Design or installation of a security system
- Renderings or 3D presentations
- Architectural models
- Construction management including bid documents

Phase I**Project Documentation:**

- Sedler Design & Redevelopment, LLC (herein SDR) shall document the existing building conditions
- SDR shall be provided access to the building and shall field measure all conditions to coordinate with owner supplied plans of the existing conditions
- SDR shall produce a set of complete and accurate drawings showing the current conditions

Schematic Design:

- SDR shall provide a schematic design of the proposed addition including all the interior spaces and building layout
- The Schematic design shall include the proposed floor plan and elevations

Design Development:

- Upon approval of the schematic design, SDR shall prepare drawings that develop the schematic design into a final approved design by the owner. This shall include the floor plans, elevations, interior details and roof plan

Phase II**Construction Documents:**

- SDR shall prepare drawings to be used for contractor bidding, permit submission and construction. Necessary details shall be included to accurately depict the intended design and final intent of the project and to cover all code information required by the third-party code reviewers

Payment Fee Schedule:

The total fee for professional services for the above referenced work is **\$ 36,425.00.**

Breakdown as follows:

Architectural Services	\$ 21,855.00
Structural Design	\$ 3,645.00
MEP Design	\$ 10,925.00

Payments to be made as follows:

\$ 7,285.00	Due upon signing of this agreement
\$ 10,900.00	Due upon completion of Phase I
\$ 18,240.00	Due upon completion of Phase II

- Final drawings shall not be turned over to the owner until all monies have been paid in full.

SDR reserves the right to retain all drawings and related materials should there be any outstanding balances due

Architectural Design

Engineering

Construction Management

4063D Nazareth Pike Bethlehem, PA 18020

Additional fees

- SDR shall provide (2) sets of drawings for submission to local building officials and an additional (2) sets for the owners' use. If additional sets are requested by owner or owners' representative, SDR shall bill for the printing cost at a rate of \$6.00 per 24" x 36" sheet - \$9.00 per 30" x 42" sheet
- SDR **DOES NOT CHARGE** for expenses such as; reproduction costs, computer files, specifications, postage, shipping or messenger services

We look forward to working with you. Should you have any questions, please do not hesitate to call our office.

Sincerely,

Joseph J. Sedler

Joseph J. Sedler
President

The firm of Sedler Design & Redevelopment, LLC is authorized to proceed based upon the terms and compensation amounts described above.

Client Signature

Date

Architectural Design

Engineering

Construction Management

4063D Nazareth Pike Bethlehem, PA 18020

Proposal Premium Summary

Line of Business	Expiring Premium	Premium
Package	\$37,982 Blanket Building & BPP \$2,699,425 & \$121,176 GL \$360,596 Auto 12 units Umbrella \$4,000,000	\$41,995 Blanket Building & BPP \$2,807,403 & \$126,024 GL \$491,914 Auto 12 units Umbrella \$4,000,000
Workers' Compensation	\$24,893 Mod .83 500/500/500 Total Exposure 314,623 Sales \$38,438 Clerical \$101,522 City, Town \$161,951 VFF Population 6,356 VFFSupport Staff Population 6,356	\$28,391 Mod .84 500/500/500 Total Exposure 375,976 Sales \$0 Clerical \$126,400 City, Town \$237,600 VFF Population 5,988 VFFSupport Staff Population 5,988
Grand Total	\$62,875	\$70,386

This quote is valid for (30) days or until the proposed effective date, whichever is first.

Subjectivities:

Signed ACORD applications

Signed Uninsured Motorist selection form

Signed SOV



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of differences, the policy will prevail.*

BROWN & BROWN



**PROPOSAL & CONTRACT
(WHEN EXECUTED)**

(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)

All Enveloped containing Bid proposals shall
Be clearly marked "**Road Paving Bid Proposal
for 2023 Paving Road Program**"

Date

Sealed Proposals will be received on or before
1:00 PM on Friday, May 19, 2023
Time and Date

Bids will be opened and read at approximately
2:00 PM on Friday, May 19, 2023
Time and Date

Tentative Award Date and Time
6:30 PM, on Tuesday, June 6, 2023
Time and Date

Mount Pocono Borough **570-839-8436**
Municipality Name and Type Telephone

Joshua Walker
Secretary

1361 Pocono Boulevard, Suite 100
Address

Mount Pocono, PA 18344
Proposals must be mailed or otherwise
delivered to the above address.

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, Certificate of Compliance, TR-465 Daily Bituminous Mixture Certification or other form pre-approved by PennDOT) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at the **Mount Pocono Municipal Building** at the above address. As well as the supplements and special requirements contained herein and/or attached hereto and current PennDOT specifications (Publication 408), **bidders need to be prequalified by PennDOT (Sec. 102.01).**

2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed. Or as otherwise provided in the special requirements, and will complete all work on or before **August 31, 2023**. If all work is not completed on time, liquidated damages will be assessed at the rate of **\$975.00** per additional calendar day.

3. Accompanying this proposal is a certified check or bid Bond in the amount of **10%** made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirement of the proposal.

B. PROPOSAL OF: **Heidelberg Materials NE, LLC**
Name of Contractor
5804 Cherry Valley Road, Stroudsburg, PA 18360
Address

CONTRACTOR'S CERTIFICATION

It is hereby certified as follows:

1. The only person(s) interested in this proposal as principal(s) is (are): **Derek Steward, Construction Manager**
Kimberlee Roselli, Sr. Estimator
2. None of the above persons are employees of the municipality.
3. This proposal is made without collusion with any other person, firm, or corporation.
4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).

5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

6. The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contractor in accordance with the plans, specifications and conditions thereof, and a payment bond conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Work's Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

7. "The parties agree that the relationship between the Contractor and the Township is one of independent contractor and not the employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Township. Contractor hereby certifies, represents and warrants to the Township that all persons performing any aspect of the work pursuant to this Contract who are required to have commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto."

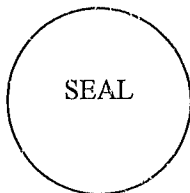
Heidelberg Materials NE, LLC

Contractor

WITNESSED OR ATTESTED BY:

Kimberlee Roselli
Title Kimberlee Roselli, Sr. Estimator

BY: [Signature]
Title Derek Steward (Seal)
Construction Manager



TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON:

Date

Municipality

ATTESTED BY:

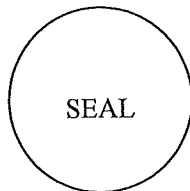
Title

BY:

Title

Title

Title



ATTACHMENT #1**LOCATION OF WORK:**

SEE Attachment 1-B

DESCRIPTION OF WORK:

As indicated below and in attachments 1-A and 1-B

The Contractor is to place the type and depth of material listed in the Schedule of Prices. All depth to be compacted in place and work to include tack coat as per PennDOT Specifications Form 408, milling of pavement notches at intersecting roads and driveways and sealing of joints and utilities. A small amount of hand or machine placed roll bituminous curb may be required. These items are to be incidental to the paving.

ESCALATOR CLAUSE: (If adopted by the Municipality)

Contract contains an Escalator Clause for quantities of bituminous material of less than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

 THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY

SCHEDULE OF PRICES					
<u>BASE BID</u>					
1. Item No.	2. Approximate Quantities	3. Units	4. *Description	5. Unit Price	6. Total
1a.	162	TONS	<u>WINONA ROAD</u> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	19,804.50
1b.	323	TONS	<u>WINONA ROAD</u> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	39,486.75
2a.	142	TONS	<u>STONEGATE DRIVE</u> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	17,359.50
2b.	283	TONS	<u>STONEGATE DRIVE</u> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	34,596.75
3a.	58	TONS	<u>CANDLEWOOD DRIVE</u> Superpave Asphalt Mixture Design, Scratch/Leveling Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 90 LBS/SY, SRL-L	122.25	7,090.50
3b.	115	TONS	<u>CANDLEWOOD DRIVE</u> Superpave Asphalt Mixture Design, Wearing Course, PG64S-22, 0 to 0.3 Million ESALs, 9.5mm mix, 1.5"/180 LBS/SY, SRL-L	122.25	14,058.75
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	132,396.75
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	—
				TOTAL AMOUNT OF BID	—

**BOROUGH OF MOUNT POCONO
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 4 of 2023

**AN ORDINANCE AMENDING BOROUGH CODE § 154 REGULATING RENTAL
PROPERTIES AND SHORT-TERM RENTALS**

WHEREAS, in 2006 the Borough adopted an Ordinance pertaining to the regulation of rental property which is codified, as amended, at Borough Code § 154; and

WHEREAS, the Borough maintains inherent authority under the Borough Code to repeal and/or amend ordinances at the discretion of Borough Council; and

WHEREAS, Borough Council believes it is appropriate to amend the Short-Term Rental Ordinance pertaining to Short-Term Rentals in the Borough of Mount Pocono.

NOW, THEREFORE, AMENDMENTS TO BOROUGH CODE § 154 ARE ADOPTED as follows:

1. **§ 154-10 LICENSE REQUIRED** is amended to delete 154-10(c) in its entirety and replace with the following:

a) **(c) LICENSE NON-TRANSFERABLE.** A short-term rental license the dwelling unit. Upon recordation of any deed or any document transferring title to the dwelling unit, any license hereunder shall immediately be revoked and become null and void. Such license shall not be reissued after such expiration to any party to whom title of the dwelling unit has been transferred in any zoning district in the Borough whereby short-term rentals are not permitted in accordance with the terms and provisions of the Mount Pocono Zoning Ordinance, as amended.

2. Code §154-10 is further amended to include a new sub-section (d) as follows:

a) **(d)** under no circumstances shall any short-term rental license be issued for any dwelling unit located in any residential zone of the Borough of Mount Pocono.

ADOPTED AND ORDAINED this 6th day of June, 2023.

MOUNT POCONO BOROUGH COUNCIL

Donald Struckle, Borough Council President

ATTEST:

Joshua Walker, Borough Manager

The above Ordinance is hereby approved this 6th day of June, 2023.

By: _____
Randy Altemose, Mayor of the Borough of Mt. Pocono

**BOROUGH OF MOUNT POCONO
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 5 of 2023

**AN ORDINANCE AMENDING THE MOUNT POCONO ZONING ORDINANCE
PERTAINING TO SHORT TERM RENTALS**

WHEREAS, the Mount Pocono Zoning Ordinance, Borough Code § 215, provides for permitted locations of “Short Term Rentals” as that term is defined in §215-12 of said Ordinance; and

WHEREAS, said Ordinance provides for amendments from time to time by the Borough Council as permitted by Borough Code § 215-118; and

WHEREAS, Council wishes to amend provisions of the Ordinance pertaining to zones in which short-term rentals are permitted as a permitted or conditional use.

NOW, THEREFORE, BOROUGH COUNCIL ADOPTS AMENDMENTS TO THE MOUNT POCONO ZONING ORDINANCE CODE § 215 as follows:

1. Attachment 3 to the Zoning Ordinance, “Table of Uses Permitted by District”, is amended to change zoning districts in which short-term rentals are permitted as follows:

- a) R-1, R-2, and R-3 Not permitted;
- b) C-1, C-2 Permitted;
- c) M, R-LM Not permitted.

ADOPTED AND ORDAINED this 6th day of June , 2023.

MOUNT POCONO BOROUGH COUNCIL

Donald Struckle, Borough Council President

ATTEST:

Joshua Walker, Borough Manager

The above Ordinance is hereby approved this 6th day of June , 2023.

By: _____
Randy Altemose, Mayor of the Borough of Mt. Pocono

MAY 2023 VEHICLE MILEAGE AND REPAIRS REPORT

UNIT	YEAR	MAKE/MODEL	DATE	BEGIN	MONTH	TOTAL	REPAIRS AND PARTS	REPAIR PLACE	MONTHLY	YEAR TO
			PURC	MILEAGE	MILEAGE	MILEAGE			COSTS	DATE COSTS
1	2004	CASE BACKHOE	2004	4,971	17 HRS	4988			\$0.00	\$0.00
2	2015	KENWORTH	2015	8,100	0	8,100			\$0.00	\$0.00
3	2014	KENWORTH	2014	9,658	28	9,686	Inspection	Whitmores Garage	\$72.75	\$72.75
4	2009	FORD F-550	2009	61,863	358	62,221			\$0.00	\$1,618.87
5	2012	PETERBILT	2012	12,640	0	12,640			\$0.00	\$417.90
6	2008	CASE WHEEL	2009	1483 HRS	4 HRS	1487 HRS			\$0.00	\$0.00
7	2001	GMC BUCKET	2016	105,665	229	105,894			\$0.00	\$1,824.30
8	2006	PETERBILT	2006	22,420	1	22,421			\$0.00	\$429.95
9	1997	FORD F-350	1997	89,294	45	89,339			\$0.00	\$3,318.23

Borough of Mt. Pocono-General Fund
Bills To Be Approved and Paid
5/1/2023 - 5/31/2023

Type	Date	Num	Memo	Due Date	Amount
ARGS Technology, LLC					
Bill	05/31/2023	2016	IT Service (Remote Service, Server Update, Cloud Backup, Backup Logs, Laptop Updates)	05/31/2023	359.50
			Total ARGS Technology, LLC		359.50
Affordable Locksmith					
Bill	05/31/2023	080523	Service Call to Cut Borough Keys	05/31/2023	115.00
			Total Affordable Locksmith		115.00
AMTrust North America					
Bill	05/03/2023	175947...	PP: Borough Workers Compensation	05/03/2023	2,454.00
			Total AMTrust North America		2,454.00
Barry Isett & Associates					
Bill	05/31/2023	178166	General Eng. Services: Coordination & Correspondence Modified Bid Documents	05/31/2023	1,957.50
Bill	05/31/2023	0178164	General Eng. Services: Mtg for Stormwater Construction	05/31/2023	750.00
Bill	05/31/2023	0177621	Reimb. Sparkle Car Wash Land Dev.	05/31/2023	1,338.70
Bill	05/31/2023	0177624	Reimb. Commonwealth Charter Academy	05/31/2023	414.70
Bill	05/31/2023	0177622	Reimb. Harbor Freight LDP	05/31/2023	187.50
Bill	05/31/2023	0177955	Reimb. McDonalds Sidewalk	05/31/2023	137.50
Bill	05/31/2023	0177623	Reimb. Popeye's LD Plan	05/31/2023	312.50
Bill	05/31/2023	0178168	Safety :Gateway Sketch Plan	05/31/2023	2,000.00
			Total Barry Isett & Associates		7,098.40
Berkheimer Associates					
Bill	05/31/2023	387	Local Service Tax: Operating Commission (April)	05/31/2023	80.84
			Total Berkheimer Associates		80.84
Campbell Durrant, PC					
Bill	05/31/2023	76901	General Labor & Employment Matters (April Work 2023)	05/31/2023	1,991.50
			Total Campbell Durrant, PC		1,991.50
CINTAS CORPORATION					
Bill	05/10/2023		PP Borough Logo Rugs & Mats	05/10/2023	61.48
Bill	05/10/2023		PP Maintenance Uniforms	05/10/2023	212.96
Bill	05/10/2023		PP Garage Mats	05/10/2023	28.84
			Total CINTAS CORPORATION		303.28
Claude S. Cyphers, Inc.					
Bill	05/31/2023	733727	In House Fix: New Trailer Plugs & Outlet#7 GMC Bucket Truck	05/31/2023	15.11
Bill	05/31/2023	733108	Shop Parts & Supplies	05/31/2023	95.47
			Total Claude S. Cyphers, Inc.		110.58
Debra Fulton					
Bill	05/31/2023		Supplies: First Fridays	05/31/2023	182.75
			Total Debra Fulton		182.75
District Court 43-4-02					
Bill	05/31/2023		Civil Complaint for violations of Property Maintenance Ordinance	05/31/2023	224.25
			Total District Court 43-4-02		224.25
ESSA					
Bill	05/10/2023		PP May Building Loan	05/10/2023	2,309.20
			Total ESSA		2,309.20
First Net					
Bill	05/17/2023	287325...	PP Manager iPhone	05/17/2023	43.09
Bill	05/17/2023	287325...	PP Road iPhone & Tablet	05/17/2023	80.82
			Total First Net		123.91
GateHouse Media PA Holdings, Inc.					
Bill	05/31/2023	5528907	Advertise: Finacial Audit (4/24/23)	05/31/2023	142.30
			Total GateHouse Media PA Holdings, Inc.		142.30
Geisinger Health Plan					
Bill	05/01/2023	AWD	AWD May Road Crew: Health Plan	05/01/2023	6,855.52
Bill	05/01/2023	AWD	AWD May. Admin Manager; Health Plan	05/01/2023	2,381.78
			Total Geisinger Health Plan		9,237.30

Borough of Mt. Pocono-General Fund
Bills To Be Approved and Paid
5/1/2023 - 5/31/2023

Type	Date	Num	Memo	Due Date	Amount
Gleco Paint					
Bill	05/31/2023	86548/1	Blackout Traffic Paint (Fork Street)	05/31/2023	94.76
Bill	05/31/2023	86935/1	Blackout Road Traffic & Markings Paint	05/31/2023	189.52
Total Gleco Paint					284.28
Global Investment					
Bill	05/31/2023	1076	STR Escrow Deposit Appeal Refund (26 Seneca Rd 12/2022)	05/31/2023	1,500.00
Total Global Investment					1,500.00
Gotta Go Potties					
Bill	05/31/2023	219599	P&R: (2) Port of Potties (4/17/23-5/15/2023)	05/31/2023	175.00
Total Gotta Go Potties					175.00
H. Clark Connor					
Bill	05/31/2023		Reimb. Fork Street Charter Academy School	05/31/2023	87.50
Bill	05/31/2023		Reimb: Baronov - STR	05/31/2023	87.50
Bill	05/31/2023		Reimb: Cannibus Disp. Conditional Use	05/31/2023	87.50
Bill	05/31/2023		Reimb. Shivers -STR	05/31/2023	87.50
Total H. Clark Connor					350.00
Highmark Blue Shield					
Bill	05/01/2023	230413...	PP May Road Crew: Vision & Dental	05/01/2023	268.82
Bill	05/01/2023	230413...	PP May Admin. Manager: Vision & Dental	05/01/2023	88.22
Total Highmark Blue Shield					357.04
Kirk, Summa & Co., LLP					
Bill	05/31/2023	536931...	Audit of Records (Year 2022)	05/31/2023	8,200.00
Total Kirk, Summa & Co., LLP					8,200.00
LOWE'S					
Bill	05/10/2023		PP: Asphalt: Pot Holes	05/10/2023	377.94
Total LOWE'S					377.94
MET LIFE					
Bill	05/01/2023		PP Highway : May Life and Disability Ins.	05/01/2023	150.90
Total MET LIFE					150.90
NAPA Auto Parts					
Bill	05/16/2023		PP Highway:Oil Filter	05/16/2023	37.59
Total NAPA Auto Parts					37.59
NBT Cardmember Service					
Bill	05/03/2023		PP Office Cloud Communication	05/03/2023	167.05
Bill	05/03/2023		PP Zoning Cloud Communication	05/03/2023	35.79
Bill	05/03/2023		PP Road Cloud Communication	05/03/2023	35.79
Bill	05/03/2023		PP Pitney Bowes Lease	05/03/2023	99.00
Bill	05/03/2023		PP Uattend PR	05/03/2023	26.50
Bill	05/03/2023		PP Cell Case & Cover	05/03/2023	56.50
Bill	05/03/2023		PP Google Acct.	05/03/2023	127.34
Bill	05/03/2023		PP New American Flags	05/03/2023	233.60
Bill	05/03/2023		PP P & R Trash Bags	05/03/2023	183.34
Bill	05/03/2023		PP McCarthy Tire 2012 Pete	05/03/2023	417.90
Bill	05/03/2023		PP Walmart Receipt Book	05/03/2023	9.51
Bill	05/03/2023		PP Phone Screen, Pad Case, Pad Screen Protector	05/03/2023	73.73
Bill	05/03/2023		PP Picture Hangers	05/03/2023	39.90
Total NBT Cardmember Service					1,505.95
PA American Water Co.					
Bill	05/08/2023		PP: Hydrants (43@20.30)	05/08/2023	872.90
Bill	05/08/2023		PP: Borough Water	05/08/2023	31.00
Bill	05/08/2023		PP: Maintenance Garage Water	05/08/2023	41.93
Total PA American Water Co.					945.83
PA State Association of Boroughs					
Bill	05/31/2023	32798	Online Learning Public Works Management Training	05/31/2023	100.00
Total PA State Association of Boroughs					100.00

Borough of Mt. Pocono-General Fund
Bills To Be Approved and Paid
5/1/2023 - 5/31/2023

Type	Date	Num	Memo	Due Date	Amount
Payrolls Unlimited					
Bill	05/31/2023	45541	Payroll (5/5/23,5/8,5/12,5/17,5/19,5/26)	05/31/2023	135.10
Total Payrolls Unlimited					135.10
Pitney Bowes BankInc Purchase Power					
Bill	05/03/2023		PP Postage Stamps	05/03/2023	150.00
Total Pitney Bowes BankInc Purchase Power					150.00
PLOCINIAK OIL CO.					
Bill	05/31/2023	434255...	Borough Building Heat 463.80 Gallons @ \$2.49	05/31/2023	1,159.04
Total PLOCINIAK OIL CO.					1,159.04
Pocono Lake Supply Company					
Bill	05/31/2023	30791	New String Head for Weed Wacker	05/31/2023	31.98
Total Pocono Lake Supply Company					31.98
Pocono Mountain Public Library					
Bill	05/31/2023		Library: Re Taxes & Delinquent Taxes	05/31/2023	14,514.55
Total Pocono Mountain Public Library					14,514.55
Pocono Mountain Regional EMS					
Bill	05/31/2023		EMS: RE Taxes & Delinquent Taxes	05/31/2023	7,302.83
Total Pocono Mountain Regional EMS					7,302.83
Pocono Mountain Regional Police Departmen					
Bill	06/01/2023		June 2023 Payment	06/01/2023	79,488.68
Total Pocono Mountain Regional Police Departmen					79,488.68
Pocono Mountain Volunteer Fire Company					
Bill	05/31/2023		FC: RE Taxes & Delinquent Taxes	05/31/2023	14,514.55
Total Pocono Mountain Volunteer Fire Company					14,514.55
PPL ELECTRIC UTILITIES					
Bill	05/03/2023		PP 36 Pocono Blvd Lighting	05/03/2023	30.76
Bill	05/03/2023		PP Meter 3	05/03/2023	50.22
Bill	05/03/2023		PP Meter 2	05/03/2023	54.38
Bill	05/03/2023		PP Meter 1	05/03/2023	70.06
Bill	05/03/2023		PP Maintenance Garage Electric	05/03/2023	212.13
Bill	05/03/2023		PP P&R Concession Stand Electric	05/03/2023	26.80
Bill	05/03/2023		PP Borough Building	05/03/2023	267.05
Total PPL ELECTRIC UTILITIES					711.40
Reliable Sign & Striping, Inc.					
Bill	05/31/2023	4833	Road Maintenance: Sign & Posts Nuts/Bolts	05/31/2023	169.60
Total Reliable Sign & Striping, Inc.					169.60
SCOTT'S SIGNS & PRINTING					
Bill	05/31/2023	154444...	2 Planning Commission Name Plates	05/31/2023	154.00
Total SCOTT'S SIGNS & PRINTING					154.00
SFM Consulting					
Bill	05/31/2023	Z-006	Zoning (40 hrs)	05/31/2023	2,600.00
Bill	05/31/2023	BC-003	Building Permits (8)	05/31/2023	2,983.30
Total SFM Consulting					5,583.30
SUNOCO UNIVERSAL FLEET					
Bill	05/10/2023		PP Highway Gas & Oil	05/10/2023	658.40
Total SUNOCO UNIVERSAL FLEET					658.40
The Two Shields, LLC					
Bill	05/31/2023	79080	2014 KW State Inspection	05/31/2023	72.75
Total The Two Shields, LLC					72.75
Topp Business Solutions					
Bill	05/31/2023	382938	Copier (2/4/2023-5/3/2023) B/W & Col Overages	05/31/2023	290.25
Total Topp Business Solutions					290.25

Borough of Mt. Pocono-General Fund
Bills To Be Approved and Paid
5/1/2023 - 5/31/2023

Type	Date	Num	Memo	Due Date	Amount
Tulpehocken Spring Water					
Bill	05/31/2023	7302176	Bottled Water	05/31/2023	82.49
Total Tulpehocken Spring Water					82.49
US Bank					
Bill	05/10/2023	499317...	PP Copier Contract	05/10/2023	128.45
Total US Bank					128.45
Wal Mart					
Bill	05/18/2023		PP Maintenance Supplies, Note Pads	05/18/2023	5.86
Total Wal Mart					5.86
TOTAL					163,870.57

As of 5/31/23

PREPAID INVOICES

AmTrust Worker's Comp	2,454.00
Cintas Uniform & Mats	303.28
Essa Bank & Trust	2,309.20
First Net	123.91
Geisinger	9,237.30
Highmark (Dental&Vision)	357.04
Lowes	377.94
Met Life	150.90
Napa Auto Parts	37.59
NBT Credit Card	1,505.95
PA Water Co (43 Hydrants \$20.30ea)	872.90
PA Water Borough	31.00
PA Water Garage	41.93
PPL (7)	711.40
Purchase Power Pitney Bowes	150.00
Sunoco Gas	658.40
US Bank Equipment Finance	128.45
Walmart	5.86
	19,457.05

TOTAL INVOICES	\$163,870.57
PREPAID INV.	<u>19,457.05</u>
AMOUNT NOT PREPAID	\$144,413.52

As of 5/31/23

INVOICES PAID FROM OTHER BANK ACCOUNTS (Not on General Fund Bills List)

STORMWATER ACCOUNT

\$1,600.00 Barry Issett & Associates: Candlewood Drainage Bid Documents

PLANNING ACCOUNT

525.00 H.Clark Conner: Planning Commission Meeting

PARK & REC ACCOUNT

`100.00 Barry Issett & Associates: Greenways, Trail, Recreation Program Grant

GENERAL FUND (Withdrawn from Income Acct 361.300 (not on GF Bills List)

1,000.00 Global Investment, Syed Daulla, 26 Seneca-STR Escrow

1,000.00 Global Investment, Syed Daulla, 27 Seneca-STR Escrow

TREASURER'S REPORT**JUNE 6, 2023****BILLS TO BE APPROVED AND PAID 5/1/23 -5/31/23 FROM THE NBT GENERAL FUND ACCOUNT:**

ARGS Technology, LLC	(IT Service - Remote Service, Server Update, Cloud, etc.)	\$ 359.50
Affordable Locksmith	(Service Call for Cut Keys)	115.00
AMTrust North America	(PP: Borough Worker's Compensation)	2,454.00
Barry Isett & Associates	(Reimb: Popeye's/Sparkle Car Wash/ Harbor Freight/ McDonalds Sidewalk & Commonwealth Charter Academy)	2,390.90*
	(General Engineer Services & Safety: Gateway Sketch Plan)	4,707.50
Berkheimer Associates	(Local Service Tax: Operating Commission April)	80.84
Campbell Durrant, PC	(General Labor & Employment Matters April Work 2023)	1,991.50
Cintas Corporation	(PP: Maintenance Uniforms & Mats/ Rugs)	303.28
Claude S. Cyphers, Inc.	(In House Fix: GMC Bucket Truck & Shop Parts/Supplies)	110.58
Deb Fulton	(Supplies: First Fridays)	182.75
District Court 43-4-02	(Civil Complaint: Violations of Property Maint. Code)	224.25
ESSA	(PP: May Building Loan)	2,309.20
First Net	(PP: Manager iPhone, Road iPhone & Tablet)	123.91
GateHouse Media PA Holdings, Inc.	(Advertise: Financial Audit 4/24/23)	142.30
Geisinger Health Plan	(PP: Road Crew & Admin Manager Health Plan)	9,237.30
Gleco Paint	(Blackout Traffic Paint)	284.28
Global Investment	(STR Escrow Deposit Appeal Refund 26 Seneca Rd)	1,500.00
Gotta Go Potties	(P&R: (2) Port of Potties 4/17-5/15/23)	175.00
H. Clark Connor	(Reimb: Charter Academy/Baronov/ Cannabis Disp./Shivers)	350.00
Highmark Blue Shield	(PP: May - Road Crew & Admin Manager Vision & Dental)	357.04
Kirk, Summa & Co., LLP	(Audit of Records - Year 2022)	8,200.00
Lowe's	(PP: Asphalt Potholes)	377.94
Met Life	(PP: Highway: May - Life and Disability Ins.)	150.90
NAPA Auto Parts	(PP: Highway: Oil Filter)	37.59
NBT Cardmember Service	(PP: Garage/Zoning/Office Miscellaneous)	1,505.95
PA American Water Co.	(PP: Boro & Garage Water, Fire Hydrants)	945.83
PA State Association of Boroughs	(Online Learning Public Works Management Training)	100.00
Payrolls Unlimited	(Payroll 5/5, 5/12, 5/17, 5/19 & 5/26)	135.10
Pitney Bowes Bankinc Purchase Power	(PP: Postage Stamps)	150.00
Plociniak Oil Co.	(Borough Building Hear 463.80 Gallons @ \$2.49)	1,159.04
Pocono Lake Supply Company	(New String Head for Weed Wacker)	31.98
Pocono Mountain Public Library	(Library: RE Taxes & Delinquent)	14,514.55
Pocono Mountain Regional EMS	(EMS: RE Taxes & Delinquent)	7,302.83
Pocono Mountain Regional Police Dept.	(June 2023 Payment)	79,488.68
Pocono Mountain Volunteer Fire Company	(FC: RE Taxes & Delinquent)	14,514.55
PPL Electric Utilities	(PP: 36 Lighting, Boro/Garage Electric, Park & Rec Conc.)	711.40
Reliable Sign & Striping, Inc.	(Road Maintenance: Sign & Posts Nuts/Bolts)	169.60
Scott's Signs & Printing	(2 Planning Commission Nameplates)	154.00
SFM Consulting	(Zoning 40 Hours)	2,600.00
	(Building Permits - 8)	2,983.30
Sunoco Universal Fleet	(PP: Maintenance Gas & Oil)	658.40
The Two Shields, LLC	(2014 KW State Inspection)	72.75
Topp Business Solutions	(Copier - 2/4/23-5/3/2023 B/W & Col. Overages)	290.25
Tulpehocken Spring Water	(Bottled Water)	82.49
US Bank	(PP: May Copier Contract)	128.45
Wal-Mart	(PP: Maintenance Supplies, Notepads)	5.86
GRAND TOTAL:		<u>\$163,870.57</u>

*Reimbursable Items

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Cash Basis

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Income				
301.000 · REAL PROPERTY TAXES				
301.001 · RE Tax-Current Year (Discount)	1,089,235.19	1,250,000.00	-160,764.81	87.1%
301.002 · RE Tax-Current Year (Face Amt)	2,735.60	0.00	2,735.60	100.0%
301.101 · RE Taxes Library	33,204.82	37,590.00	-4,385.18	88.3%
301.102 · RE Fire Co Taxes	33,204.82	37,590.00	-4,385.18	88.3%
301.103 · RE EMS Taxes	16,706.21	18,795.00	-2,088.79	88.9%
301.200 · Real Estate Taxes-Prior Year	11,020.89	30,000.00	-18,979.11	36.7%
301.300 · RE Taxes - Interest	208.63	100.00	108.63	208.6%
301.400 · Real Estate Taxes - Delinquent	14,002.80	60,000.00	-45,997.20	23.3%
301.401 · Delinquent Library Taxes	431.83	2,300.00	-1,868.17	18.8%
301.402 · Delinquent Fire Co Taxes	431.83	2,300.00	-1,868.17	18.8%
301.403 · Delinquent EMS Taxes	217.14	1,150.00	-932.86	18.9%
301.600 · Real Estate Taxes - Interim A	0.00	50,000.00	-50,000.00	0.0%
301.610 · Real Estate Taxes - Interim B	0.00	0.00	0.00	0.0%
301.620 · Real Estate Taxes - Interim C	0.00	0.00	0.00	0.0%
Total 301.000 · REAL PROPERTY TAXES	1,201,399.76	1,489,825.00	-288,425.24	80.6%
310.000 · LOCAL TAX ENABLING ACT (ACT 511				
310.100 · Real Estate Transfer Taxes	113,979.97	55,000.00	58,979.97	207.2%
310.210 · Earned Income Taxes-Current Yr	148,895.18	290,000.00	-141,104.82	51.3%
310.410 · LST Tax - Current Year	41,214.89	75,000.00	-33,785.11	55.0%
Total 310.000 · LOCAL TAX ENABLING ACT (ACT ...	304,090.04	420,000.00	-115,909.96	72.4%
321.000 · CABLE TELEVISION FRANCHISE TAX				
321.800 · Cable Television Franchise	15,312.89	15,000.00	312.89	102.1%
321.801 · Small Cell Fees	0.00	0.00	0.00	0.0%
Total 321.000 · CABLE TELEVISION FRANCHISE ...	15,312.89	15,000.00	312.89	102.1%
331.000 · FINES				
331.110 · Vehicle & Crime Violations	12,568.66	20,000.00	-7,431.34	62.8%
331.120 · Zoning Fines & Violations	20,515.00	3,000.00	17,515.00	683.8%
Total 331.000 · FINES	33,083.66	23,000.00	10,083.66	143.8%
340.000 · INTEREST, RENTS, AND ROYALTIES				
340.100 · Interest Earnings	3,343.45	500.00	2,843.45	668.7%
342.200 · Rents and Royalties	5,000.00	0.00	5,000.00	100.0%
Total 340.000 · INTEREST, RENTS, AND ROYALTI...	8,343.45	500.00	7,843.45	1,668.7%
354.000 · STATE CAPITAL & OPERATING GRANT				
352.530 · Federal Entitlement Grant	0.00	0.00	0.00	0.0%
354.080 · Recycling Grant - State	0.00	17,000.00	-17,000.00	0.0%
354.085 · PM Visitors Bureau Grant	0.00	0.00	0.00	0.0%
354.090 · State Cap.Op Grant-ARLE	0.00	0.00	0.00	0.0%
354.095 · County Cares Grant	0.00	0.00	0.00	0.0%
Total 354.000 · STATE CAPITAL & OPERATING G...	0.00	17,000.00	-17,000.00	0.0%
355.000 · STATE SHARED REV & ENTITLEMENTS				
355.010 · Public Utility Realty	0.00	1,500.00	-1,500.00	0.0%
355.051 · PA Severe Weather Reimbursement	0.00	0.00	0.00	0.0%
355.052 · PA DOT Winter Contract	0.00	0.00	0.00	0.0%
355.080 · Liquor Licenses	400.00	1,000.00	-600.00	40.0%
355.130 · Firemen's Relief	0.00	17,000.00	-17,000.00	0.0%
355.150 · Boro Empl. Pension State Aid	0.00	22,000.00	-22,000.00	0.0%
Total 355.000 · STATE SHARED REV & ENTITLEM...	400.00	41,500.00	-41,100.00	1.0%

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Cash Basis

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
361.000 · GENERAL GOV'T REVENUES				
361.002 · Legal Fee's Reimbursable ZHB	1,592.50	5,000.00	-3,407.50	31.9%
361.003 · Engineering Fees Reimbursable	17,495.25	50,000.00	-32,504.75	35.0%
361.004 · Mayor's Marriage Receipts	0.00	0.00	0.00	0.0%
361.005 · Insurance Reimb.	11.00	1,000.00	-989.00	1.1%
361.006 · Insurance Reimb (Mold)	0.00	0.00	0.00	0.0%
361.010 · Paradise Township Fire W/C Ins.	0.00	6,500.00	-6,500.00	0.0%
361.011 · Paradise Twp Line Painter	0.00	0.00	0.00	0.0%
361.300 · Application & Startup Fees	7,150.00	2,500.00	4,650.00	286.0%
361.301 · Building - (general permits)	29,524.10	1,500.00	28,024.10	1,968.3%
361.302 · Building - (new construction)	3,168.55	1,000.00	2,168.55	316.9%
361.305 · Rentals	2,025.16	5,000.00	-2,974.84	40.5%
361.310 · Sign Permits	1,119.00	5,000.00	-3,881.00	22.4%
361.315 · Sheds, Pools, Deck Permits	61.20	750.00	-688.80	8.2%
361.320 · Driveway Permits	450.37	1,000.00	-549.63	45.0%
361.325 · Roof/ReRoof Permits	0.00	0.00	0.00	0.0%
361.330 · CO Resale Permits	0.00	0.00	0.00	0.0%
361.335 · Building Permit & UCC Fee	24,737.44	0.00	24,737.44	100.0%
361.340 · Change of Use (Trash Cert)	190.00	1,000.00	-810.00	19.0%
361.530 · Sale of Subdivision and Land De	0.00	0.00	0.00	0.0%
361.540 · Sale of Zoning Ordinance	0.00	0.00	0.00	0.0%
361.560 · Sale of Copies (RTK and Other)	0.00	0.00	0.00	0.0%
Total 361.000 · GENERAL GOV'T REVENUES	87,524.57	80,250.00	7,274.57	109.1%
362.000 · PUBLIC SAFETY REVENUES				
362.111 · Charge for Police Services	6,406.78	0.00	6,406.78	100.0%
362.120 · Ball Field Usage Fee	250.00	200.00	50.00	125.0%
362.411 · Building Permits- UCC	4,674.00	5,000.00	-326.00	93.5%
Total 362.000 · PUBLIC SAFETY REVENUES	11,330.78	5,200.00	6,130.78	217.9%
364.000 · SANITATION REVENUES				
364.300 · Solid Waste Collection Liens	349.96	3,000.00	-2,650.04	11.7%
Total 364.000 · SANITATION REVENUES	349.96	3,000.00	-2,650.04	11.7%
380.000 · OTHER REVENUES				
380.100 · Proceeds of Sales of Assets	0.00	0.00	0.00	0.0%
380.200 · Miscellaneous Revenue	75.00	0.00	75.00	100.0%
380.300 · Donations/Contributions/Sponsor	0.00	0.00	0.00	0.0%
380.400 · Scrap Metal Revenue	681.60	0.00	681.60	100.0%
Total 380.000 · OTHER REVENUES	756.60	0.00	756.60	100.0%
392.000 · INTERFUND OP TRANSFERS IN				
392.101 · Planning Fund	0.00	0.00	0.00	0.0%
392.102 · Projects Fund	0.00	0.00	0.00	0.0%
392.104 · 5 Pt Intersection Fund	0.00	0.00	0.00	0.0%
392.200 · Stormwater Acct	0.00	0.00	0.00	0.0%
392.300 · Road Rehab Fund	0.00	0.00	0.00	0.0%
392.400 · Park & Rec Fund	19,800.00	19,800.00	0.00	100.0%
392.500 · Park & Rec. Other Op. Transfers	0.00	0.00	0.00	0.0%
Total 392.000 · INTERFUND OP TRANSFERS IN	19,800.00	19,800.00	0.00	100.0%
393.000 · ESSA Loan Proceeds	0.00	0.00	0.00	0.0%
394.000 · Sale of Fixed Assets	0.00	0.00	0.00	0.0%
395.000 · Refunds of Prior Yr Expenditure	0.00	0.00	0.00	0.0%
396.000 · Donations from Private & Public	0.00	0.00	0.00	0.0%
399.000 · Fund Balance Forward	345,641.00	345,641.00	0.00	100.0%
Total Income	2,028,032.71	2,460,716.00	-432,683.29	82.4%

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Cash Basis

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Expense				
400.000 · LEGISLATIVE BODY				
400.110 · Salary of Elected Officials	0.00	7,300.00	-7,300.00	0.0%
400.161 · Employers FICA	0.00	0.00	0.00	0.0%
400.162 · Employers U/C	0.00	0.00	0.00	0.0%
400.163 · Employers Medicare	0.00	0.00	0.00	0.0%
400.300 · Other Services & Charges	0.00	1,000.00	-1,000.00	0.0%
400.331 · Travel Expenses	0.00	0.00	0.00	0.0%
400.420 · Dues,Subscriptions, & Membershi	963.00	1,260.00	-297.00	76.4%
400.460 · Meetings & Conferences	0.00	0.00	0.00	0.0%
Total 400.000 · LEGISLATIVE BODY	963.00	9,560.00	-8,597.00	10.1%
401.000 · ADMIN MANAGER				
401.120 · Manager Salary	27,468.75	60,000.00	-32,531.25	45.8%
401.156 · Manager Health Ins. (Geis.)	11,908.90	28,582.00	-16,673.10	41.7%
401.157 · Manager Dental&Vision (Highmrk)	529.32	1,054.00	-524.68	50.2%
401.158 · Manager Life/Disb (Met Life)	0.00	780.00	-780.00	0.0%
401.161 · Manager Employers Fica	1,721.19	3,700.00	-1,978.81	46.5%
401.162 · Manager Employers U/C	745.00	745.00	0.00	100.0%
401.163 · Manager Employers Medicare	380.17	870.00	-489.83	43.7%
401.200 · Supplies/Equipment	273.55	300.00	-26.45	91.2%
401.331 · Travel Expenses	0.00	550.00	-550.00	0.0%
401.350 · Bonding/Insurance	700.00	700.00	0.00	100.0%
401.420 · Dues, Subscriptions,Membership	150.00	200.00	-50.00	75.0%
401.460 · Mtgs/Training	280.00	400.00	-120.00	70.0%
Total 401.000 · ADMIN MANAGER	44,156.88	97,881.00	-53,724.12	45.1%
403.000 · TAX COLLECTION				
403.110 · Salary - Tax Collector	2,240.00	5,600.00	-3,360.00	40.0%
403.120 · Transfer Tax Commission	499.87	1,100.00	-600.13	45.4%
403.130 · EIT Commission	1,534.44	4,000.00	-2,465.56	38.4%
403.131 · LST Commission	487.66	1,500.00	-1,012.34	32.5%
403.161 · Employers FICA-Tax Coll	138.88	348.00	-209.12	39.9%
403.162 · Employers U/C-Tax Coll	0.00	0.00	0.00	0.0%
403.163 · Employers Medicare-Tax Coll	32.48	90.00	-57.52	36.1%
403.200 · Supplies-Tax Coll	463.27	1,000.00	-536.73	46.3%
403.350 · Insurance and Bonding	0.00	0.00	0.00	0.0%
403.351 · Refund of RE Taxes Paid	3,225.68	24,851.00	-21,625.32	13.0%
Total 403.000 · TAX COLLECTION	8,622.28	38,489.00	-29,866.72	22.4%
404.000 · LEGAL				
404.310 · Professional Services-Retainer	11,000.00	22,000.00	-11,000.00	50.0%
404.330 · Alternate Solicitor Fees	0.00	500.00	-500.00	0.0%
404.331 · Addition Solicitor Fees	210.00	1,000.00	-790.00	21.0%
404.356 · Labor Attorney	10,241.10	8,800.00	1,441.10	116.4%
Total 404.000 · LEGAL	21,451.10	32,300.00	-10,848.90	66.4%
405.000 · OFFICE-TREAS/ADMIN.				
405.120 · Salary of Treasurer	9,562.50	20,800.00	-11,237.50	46.0%
405.140 · Salary of Admin. Assistant	15,515.30	46,280.00	-30,764.70	33.5%
405.156 · Health Ins.	0.00	8,389.00	-8,389.00	0.0%
405.157 · Dental/Vision (Highmark)	0.00	376.00	-376.00	0.0%
405.158 · Life/Disab Ins	0.00	852.00	-852.00	0.0%
405.161 · Employers FICA	1,592.03	4,159.00	-2,566.97	38.3%
405.162 · Employers U/C	1,502.12	1,490.00	12.12	100.8%
405.163 · Employers Medicare	372.33	973.00	-600.67	38.3%
405.190 · Temporary Help	0.00	0.00	0.00	0.0%
405.200 · Office Supplies	687.79	1,500.00	-812.21	45.9%
405.220 · Office Postage	882.00	1,550.00	-668.00	56.9%
405.310 · Payroll Service	774.56	2,000.00	-1,225.44	38.7%
405.311 · Additional Audit (AUP)	0.00	0.00	0.00	0.0%
405.312 · Professional Cost-Audit	8,200.00	8,200.00	0.00	100.0%
405.320 · Communications/Telephone	1,608.89	4,000.00	-2,391.11	40.2%
405.321 · Website	1,800.00	3,500.00	-1,700.00	51.4%

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Cash Basis

Borough of Mt. Pocono-General Fund

Profit & Loss Budget vs. Actual

January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
405.325 · Bank Service Charges	101.99	500.00	-398.01	20.4%
405.331 · Mileage Reimb.	0.00	0.00	0.00	0.0%
405.340 · Advertising Gen./Mtgs	1,090.37	2,500.00	-1,409.63	43.6%
405.350 · Insurance/Bonding	325.00	325.00	0.00	100.0%
405.370 · Repair & Maint-Office Equip	422.91	1,000.00	-577.09	42.3%
405.454 · Contracted Copier	1,130.39	3,000.00	-1,869.61	37.7%
405.460 · Meetings/Confer	0.00	0.00	0.00	0.0%
405.740 · Office Equip	0.00	0.00	0.00	0.0%
Total 405.000 · OFFICE-TREAS/ADMIN.	45,568.18	111,394.00	-65,825.82	40.9%
409.000 · GENERAL GOVERNMENT EXPENSES				
409.100 · Salaries - Custodial	750.00	0.00	750.00	100.0%
409.161 · Employee FICA	0.00	0.00	0.00	0.0%
409.162 · Employee U/C	0.00	0.00	0.00	0.0%
409.163 · Employee Medical	0.00	0.00	0.00	0.0%
409.200 · Building Supplies	1,912.78	2,500.00	-587.22	76.5%
409.300 · Other Serv/Charges-Buildings	0.00	20,000.00	-20,000.00	0.0%
409.310 · Professional Services	6,325.00	15,000.00	-8,675.00	42.2%
409.360 · Public Water/ Sewer	143.27	500.00	-356.73	28.7%
409.361 · Public Electric	2,752.94	10,000.00	-7,247.06	27.5%
409.366 · Public Sewer	0.00	12,288.00	-12,288.00	0.0%
409.367 · Building Heat	7,213.18	17,000.00	-9,786.82	42.4%
409.369 · Information Technology (IT)	1,892.50	5,000.00	-3,107.50	37.9%
409.370 · Repairs & Maintenance	3,087.21	2,500.00	587.21	123.5%
409.380 · Lighting Repair & Maintenance	0.00	0.00	0.00	0.0%
409.450 · Bottled Water	433.19	700.00	-266.81	61.9%
409.500 · Mold Remediation & Bid Repair	0.00	0.00	0.00	0.0%
409.600 · Capital Construction (Garage)	6,326.25	45,000.00	-38,673.75	14.1%
409.700 · Capital Purchase (Sec. Upgrade)	0.00	0.00	0.00	0.0%
409.800 · Bldg Debt Service (ESSA)	11,546.00	30,000.00	-18,454.00	38.5%
409.900 · ARPA (Am.Rescue Plan Act)	0.00	0.00	0.00	0.0%
Total 409.000 · GENERAL GOVERNMENT EXPEN...	42,382.32	160,488.00	-118,105.68	26.4%
410.000 · REGIONAL POLICE				
410.329 · Control Center Fees	2,397.92	4,800.00	-2,402.08	50.0%
410.370 · Police Service Fees	476,932.08	953,864.00	-476,931.92	50.0%
410.420 · M.M.O. - Pension	0.00	49,527.00	-49,527.00	0.0%
410.471 · Police - Loan Payment	0.00	0.00	0.00	0.0%
410.480 · Other (Non Uniform Police)	0.00	1,195.00	-1,195.00	0.0%
Total 410.000 · REGIONAL POLICE	479,330.00	1,009,386.00	-530,056.00	47.5%
411.000 · FIRE				
411.345 · Fire Work/Comp	0.00	13,000.00	-13,000.00	0.0%
411.370 · Hydrants	4,066.73	8,500.00	-4,433.27	47.8%
411.540 · Contributions to Volunteer Fire	24,876.14	39,890.00	-15,013.86	62.4%
411.541 · Firemens Relief Disbursement	0.00	17,000.00	-17,000.00	0.0%
411.542 · Fire Truck Fuel Expense	0.00	3,000.00	-3,000.00	0.0%
Total 411.000 · FIRE	28,942.87	81,390.00	-52,447.13	35.6%
412.000 · AMBULANCE				
412.500 · Contribution	12,516.14	19,945.00	-7,428.86	62.8%
412.542 · Fuel Reimb - Ambulance	0.00	500.00	-500.00	0.0%
Total 412.000 · AMBULANCE	12,516.14	20,445.00	-7,928.86	61.2%
413.000 · PROTECTIVE INSPECTION				
413.120 · On-Site Sewer Officer	0.00	0.00	0.00	0.0%
Total 413.000 · PROTECTIVE INSPECTION	0.00	0.00	0.00	0.0%

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
414.000 · PLANNING AND ZONING				
414.120 · Salaries - Zoning&Code Officer	0.00	0.00	0.00	0.0%
414.140 · SFM Planning/ Zoning Consults	13,032.50	30,000.00	-16,967.50	43.4%
414.141 · SFM Building Permits	18,365.34	0.00	18,365.34	100.0%
414.156 · Health Insurance	0.00	0.00	0.00	0.0%
414.161 · Employers FICA-	0.00	0.00	0.00	0.0%
414.162 · Employers U/C -	0.00	0.00	0.00	0.0%
414.163 · Employers Medicare	0.00	0.00	0.00	0.0%
414.200 · Supplies Plan & Zone	93.16	200.00	-106.84	46.6%
414.300 · General Engineering	6,431.00	10,000.00	-3,569.00	64.3%
414.312 · Legal Fees Reimb	4,014.00	5,000.00	-986.00	80.3%
414.313 · Engineering Reimb.	23,773.87	50,000.00	-26,226.13	47.5%
414.314 · Legal Services - Planning Comm.	612.50	2,500.00	-1,887.50	24.5%
414.315 · Legal Fee ZHB	689.00	2,000.00	-1,311.00	34.5%
414.316 · Court Reporter-ZHB (Reimb)	0.00	1,000.00	-1,000.00	0.0%
414.317 · PA UCC Fees	18.00	0.00	18.00	100.0%
414.320 · Telephone	206.76	500.00	-293.24	41.4%
414.331 · Other Charges-Postage,Deeds,PM	518.00	4,000.00	-3,482.00	13.0%
414.332 · Other - Codification	0.00	1,195.00	-1,195.00	0.0%
414.341 · Advertising - PC Reimb.	0.00	500.00	-500.00	0.0%
414.342 · Advertising - ZHB Reimb	552.68	200.00	352.68	276.3%
414.450 · Plan&Zone Refunds	1,500.00			
414.460 · Meetings/Conferences	0.00	200.00	-200.00	0.0%
414.700 · Capital Purchases (Map Link)	1,195.00	1,495.00	-300.00	79.9%
Total 414.000 · PLANNING AND ZONING	71,001.81	108,790.00	-37,788.19	65.3%
415.000 · SAFETY COMMISSION				
415.100 · Mid Block Crosswalk	8,650.00	25,000.00	-16,350.00	34.6%
415.200 · Solar LED Radar Speed Signs	12,950.02	25,000.00	-12,049.98	51.8%
415.300 · Solar LED Flashing Beacon	0.00	0.00	0.00	0.0%
415.460 · Pedestrian Stop Signs	0.00	0.00	0.00	0.0%
415.500 · Median Gateway	0.00	0.00	0.00	0.0%
Total 415.000 · SAFETY COMMISSION	21,600.02	50,000.00	-28,399.98	43.2%
427.000 · SOLID WASTE DISPOSAL				
427.200 · Waste Supplies	0.00	0.00	0.00	0.0%
427.450 · Contracted Solid Waste-Sewer	0.00	0.00	0.00	0.0%
427.451 · Sanitation Billing Services	0.00	0.00	0.00	0.0%
Total 427.000 · SOLID WASTE DISPOSAL	0.00	0.00	0.00	0.0%
430.000 · HIGHWAY MAINT - GENERAL				
430.141 · Highway Maint. OT	43.11	0.00	43.11	100.0%
430.140 · Salaries - Highway	49,977.65	81,693.70	-31,716.05	61.2%
430.156 · Health Insurance	35,960.35	83,300.00	-47,339.65	43.2%
430.157 · Dental/Vision	1,612.92	3,206.00	-1,593.08	50.3%
430.158 · Life/Disab Insurance	905.40	3,000.00	-2,094.60	30.2%
430.161 · Employers FICA	5,890.93	13,191.00	-7,300.07	44.7%
430.162 · Employers U/C	3,145.41	3,725.00	-579.59	84.4%
430.163 · Employers Medicare	1,377.23	3,085.00	-1,707.77	44.6%
430.200 · Highway Supplies	1,332.93	2,000.00	-667.07	66.6%
430.231 · Gas, Oil, Grease	6,264.33	17,000.00	-10,735.67	36.8%
430.251 · Vehicle Parts (In House Fix)	6,489.90	2,000.00	4,489.90	324.5%
430.260 · Supplies - Small Tools & Minor	276.48	1,000.00	-723.52	27.6%
430.300 · Other Serv/Charges	816.67	2,000.00	-1,183.33	40.8%
430.320 · Telephone Communication	889.22	1,500.00	-610.78	59.3%
430.331 · Transportation	0.00	0.00	0.00	0.0%
430.361 · Garage Heat	8,351.19	19,000.00	-10,648.81	44.0%
430.367 · Maintenance Building Electric	822.97	2,500.00	-1,677.03	32.9%
430.368 · Public Sewer/Water	190.76	400.00	-209.24	47.7%
430.374 · Maint/Equip Repairs Out Source	7,486.08	20,000.00	-12,513.92	37.4%
430.392 · Equip Rental Center	0.00	500.00	-500.00	0.0%
430.440 · Uniforms	862.50	3,800.00	-2,937.50	22.7%
430.460 · Meetings/Conferences	0.00	100.00	-100.00	0.0%

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
430.700 · Highway Capital Purchases	0.00	0.00	0.00	0.0%
430.701 · Capital Reserve - Equipment	0.00	0.00	0.00	0.0%
Total 430.000 · HIGHWAY MAINT - GENERAL	132,696.03	263,000.70	-130,304.67	50.5%
431.000 · HIGHWAY MAINT - STREET CLEANING				
431.140 · Salaries - Cleaning Streets	13,452.06	67,227.10	-53,775.04	20.0%
431.141 · Highway Maint. Street Cleaning	3,905.00	0.00	3,905.00	100.0%
Total 431.000 · HIGHWAY MAINT - STREET CLEA...	17,357.06	67,227.10	-49,870.04	25.8%
432.000 · HIGHWAY MAINT-SNOW & ICE REM.				
432.140 · Snow & Ice Salaries	4,022.88	12,339.15	-8,316.27	32.6%
432.141 · Snow/Ice Overtime	4,931.24	5,000.00	-68.76	98.6%
432.200 · Salt & Cinders	0.00	1,000.00	-1,000.00	0.0%
Total 432.000 · HIGHWAY MAINT-SNOW & ICE RE...	8,954.12	18,339.15	-9,385.03	48.8%
433.000 · HWY MAINT - TRAF SIGNAL/SIGN				
433.140 · Salaries - Traffic Signals/sign	4,287.87	11,062.69	-6,774.82	38.8%
433.200 · Supplies - signals/signs	0.00	5,000.00	-5,000.00	0.0%
433.201 · Street Painting/Line Striping	0.00	14,000.00	-14,000.00	0.0%
433.367 · Repairs/Maint Traffic Signals	0.00	0.00	0.00	0.0%
Total 433.000 · HWY MAINT - TRAF SIGNAL/SIGN	4,287.87	30,062.69	-25,774.82	14.3%
437.000 · HWY MAINT - REPAIRS TOOLS/MACH				
437.140 · Salaries-Repairs Tools/Machine	14,803.93	40,421.36	-25,617.43	36.6%
Total 437.000 · HWY MAINT - REPAIRS TOOLS/M...	14,803.93	40,421.36	-25,617.43	36.6%
439.000 · HIGHWAY CONST & REBUILDING				
439.200 · Supplies - Hwy	2,781.29	8,000.00	-5,218.71	34.8%
439.313 · Engineering Fees	0.00	1,000.00	-1,000.00	0.0%
439.450 · Contracted Services/Paving	0.00	0.00	0.00	0.0%
439.451 · Stormwater	0.00	0.00	0.00	0.0%
439.600 · Capital Construction	0.00	500.00	-500.00	0.0%
Total 439.000 · HIGHWAY CONST & REBUILDING	2,781.29	9,500.00	-6,718.71	29.3%
451.000 · CULTURE-RECREATION ADMIN				
451.140 · Salaries - Recreation	3,346.42	15,600.00	-12,253.58	21.5%
451.200 · Supplies	403.79	1,000.00	-596.21	40.4%
451.300 · Park Electric	132.72	500.00	-367.28	26.5%
451.370 · Maint & Repairs - Recreation	31.98	1,000.00	-968.02	3.2%
451.392 · Rentals - Port a Potties	350.00	1,200.00	-850.00	29.2%
451.700 · Capital Purchases - Recreation	0.00	500.00	-500.00	0.0%
451.705 · PARC Per Capita	0.00	0.00	0.00	0.0%
451.706 · Weed & Feed	0.00	0.00	0.00	0.0%
Total 451.000 · CULTURE-RECREATION ADMIN	4,264.91	19,800.00	-15,535.09	21.5%
456.000 · LIBRARIES				
456.500 · Contributions,Grants, And Subs	24,876.14	39,890.00	-15,013.86	62.4%
Total 456.000 · LIBRARIES	24,876.14	39,890.00	-15,013.86	62.4%
458.000 · SENIOR CITIZEN'S CENTER				
458.500 · Contributions, Grants, and Subs	0.00	500.00	-500.00	0.0%
Total 458.000 · SENIOR CITIZEN'S CENTER	0.00	500.00	-500.00	0.0%

Borough of Mt. Pocono-General Fund
Profit & Loss Budget vs. Actual
 January through December 2023

	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
471.000 · DEBT SERVICE				
471.002 · HIGHWAY				
471.200 · L/P - Ford Motor Credit	0.00	0.00	0.00	0.0%
471.201 · L/P - PACCAR Financial	0.00	0.00	0.00	0.0%
471.202 · L/P - Paccar - Kenworth 2014	0.00	0.00	0.00	0.0%
471.203 · L/P - Truck Loan Payment	0.00	35,000.00	-35,000.00	0.0%
Total 471.002 · HIGHWAY	0.00	35,000.00	-35,000.00	0.0%
Total 471.000 · DEBT SERVICE	0.00	35,000.00	-35,000.00	0.0%
480.000 · MISCELLANEOUS EXPENSES				
480.001 · Miscellaneous Expenditures	0.00	0.00	0.00	0.0%
480.002 · Mayor's Expenses	0.00	0.00	0.00	0.0%
Total 480.000 · MISCELLANEOUS EXPENSES	0.00	0.00	0.00	0.0%
486.000 · INSURANCE				
486.345 · Workers Comp	7,332.00	14,000.00	-6,668.00	52.4%
486.351 · Insurance Premiums	12,599.96	35,000.00	-22,400.04	36.0%
Total 486.000 · INSURANCE	19,931.96	49,000.00	-29,068.04	40.7%
487.000 · EMPLOYEE BENEFITS				
487.160 · Pension/Retiremnt Boro Employee	0.00	27,852.00	-27,852.00	0.0%
Total 487.000 · EMPLOYEE BENEFITS	0.00	27,852.00	-27,852.00	0.0%
492.000 · Interfund Transfers Out				
492.100 · Transfer To 5 Point Account	0.00	40,000.00	-40,000.00	0.0%
492.600 · Transfer to Capital Fund	100,000.00	50,000.00	50,000.00	200.0%
492.700 · Transfer to Fund Balance Res.	100,000.00	50,000.00	50,000.00	200.0%
Total 492.000 · Interfund Transfers Out	200,000.00	140,000.00	60,000.00	142.9%
Total Expense	1,206,487.91	2,460,716.00	-1,254,228.09	49.0%
Net Income	821,544.80	0.00	821,544.80	100.0%

KIRK, SUMMA & Co., LLP

CERTIFIED PUBLIC ACCOUNTANTS

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May 10, 2023

To the Borough Council
Borough of Mount Pocono
Mount Pocono, Pennsylvania

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Borough of Mount Pocono for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 7, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Borough are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the estimated lives is based on useful life of fixed assets. We evaluated the key factors and assumptions used to develop the estimated lives in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Adjusting journal entries are included.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 10, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the other and supplementary information, consisting of the combining and individual nonmajor fund financial statements, Budgetary Comparisons and Pension Schedules, which accompany the financial statements but are not Required Supplementary Information (RSI). With respect to this other information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the cash basis of accounting, the method of preparing it has not changed from the prior period and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the other information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Borough Council and management of the Borough of Mount Pocono and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Kirk, Summa & Co. LLP



Zoning Department

MOUNT POCONO BOROUGH

MONTHLY ZONING REPORT

TO: Mount Pocono Borough Council
FROM: Lindsay Scerbo, Zoning Administrator
CC: Diana Jackowski, Borough Administrative Assistant
DATE: June 1, 2023

Following is a report of the Zoning Office monthly activity for the month of **May 2023**:

Permits Issued: 24

Zoning Permits: 7	New Construction: 1	Building Permits: 5
Commercial – 1	Commercial – 0	Commercial– 1
Residential – 6	Residential – 1	Residential– 4

Driveway – 9	STR License –1	Road Excavation: 1
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- Enforcement Actions:

- May 19, 2023 – Letter – 60 Holly Forest Road- Paving of an existing driveway without a permit.
- May 19, 2023 – Letter – 51 Holly Forest Road- Paving of an existing driveway without a permit. The property owner has since obtained the necessary permit.
- May 19, 2023 – Letter – 14 Hemlock Road- Paving of an existing driveway without a permit. The property owner has since obtained the necessary permit.
- May 19, 2023 – Letter – 45 Seneca Road- Paving of an existing driveway without a permit.
- May 19, 2023 – Letter – 50 Holly Forest Road- Paving of an existing driveway without a permit. The property owner has since obtained the necessary permit.
- May 19, 2023 – Letter – 53 Seneca Road- Paving of an existing driveway without a permit.
- May 31, 2023– Enforcement Notice– 3198 Route 940 – Failure to secure an unoccupied building or structure on the subject property. The subject property was also posted as a Dangerous Structure.

- Public Hearing Matters

- Fazard Mohammed – 22 Brunswick Drive– Zoning Hearing Board meeting to appeal a Notice of Violation that was sent for construction without a permit. The hearing has been scheduled for Tuesday, June 27, 2023, at 6:00 pm.
- Tyrell Shivers – 130 View Court, Unit #204 – A Conditional Use Hearing to establish a short-term rental on the subject property. The hearing has been scheduled for the Planning Commission meeting held on Tuesday, June 6, 2023, at 6:00pm.
- Dimitriy Baranov – 31 Seneca Road – A Conditional Use Hearing to establish a short-term rental on the subject property. The hearing has been scheduled for the Planning Commission meeting held on Tuesday, June 6, 2023, at 5:30pm.
- Justin Carey – 3184 Route 940 – A Conditional Use Hearing to establish a medical marijuana dispensary on the subject property. The hearing has been scheduled for the Planning Commission meeting held on Wednesday, June 7, 2023, at 6:30pm.
- Oreste Peter Barone – Kinney Avenue Parcel 10.8.4.20-4 – A Zoning Hearing Board application requesting a variance as well as appealing a zoning determination. The hearing has been scheduled for Tuesday, June 27, 2023, at 6:00 pm.