

**Mount Pocono Borough Council
Regular Meeting Agenda
Borough Council Chambers
Tuesday, October 3rd, 2023 | 6:30pm**

Call To Order

Pledge of Allegiance

Roll Call:

_____Norman DeLano, _____Debra Fulton, _____Ann Marie Harris,
_____Ella Santiago, _____Donald Struckle, _____Claudette Williams, _____Mayor Altemose

Approval of Minutes: Sept. 5, 2023

Public Comment (agenda items only):

New Business

New Borough Council Member Appointment and Vice President Appointment
Space Use Agreement with Rotary
Security Release for POSH
Mountain Alarm Settlement \$1,188
111 Prospect Joinder Deed Request
LERTA Proposal
CP MT. Pocono Proposal to Change Emergency Access
Brodhead Water Association Membership
Powells Quote for Utility Truck Light Kit
Medico Repairs Quote
Dog Park Sidewalk Estimates
Sewer Authority Lease Agreement

Officer Reports:

President
Mayor
Borough Manager
Solicitor
Treasurer – Bill's List; Budget YTD; Cash Report
 > Consider a motion to pay the bills as presented.
Zoning Report

**Public Comment
Adjournment**

**Mount Pocono Borough Council
Regular Meeting Minutes,
Tuesday, September 5, 2023, 6:40 P.M.**

The Mount Pocono Borough Council meeting held on Tuesday, September 5, 2023, called to order at 6:40 P.M. by President D. Struckle and who stated that an Executive Session was held earlier this evening at 6:00 P.M. ending at 6:35 P.M., which dealt with personnel.

Roll Call: Councilman Norman DeLano, present; Councilwoman Debra Fulton, present; Councilwoman Ann Marie Harris, present; Vice President Lori Noonan, absent; Councilwoman Ella Santiago, present; President Donald Struckle, present; Councilwoman Claudette Williams present; and, Mayor R. Altemose, present.

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

Approval of Minutes – Councilwoman A. Harris moved to accept the Regular Meeting minutes of August 1, 2023, as presented. Councilwoman C. Williams seconded. Motion carried 6 – 0.

Presentations – none

Public Comment (agenda items only) – Mr. Hal Harris of the Rotary explained their request to use the Borough building for their monthly and quarterly meetings that are during the day and at night.

Unfinished Business – Fee Schedule Update Resolution – Solicitor J. Fareri suggested that Borough Council could always adopt the changes and/or change them as they arise. After some discussion, Councilwoman A. Harris moved to table the Fee Schedule Update Resolution for more clarification. Councilwoman D. Fulton seconded. Motion carried 6 – 0.

New Business

Consider Borough Manager Full-Time Appointment – President D. Struckle tabled this item to a later date.

Harvest Fest – It was acknowledged that Harvest Fest is scheduled for Saturday, September 23, 2023 from 10:00 A.M. to 5:00 P.M. The organizers would like to have the Touch the Truck again and asked if Borough Council would like to reserve a table. President D. Struckle asked for volunteers to man the Borough Council table. Councilwoman C. Williams moved to have a Borough Council table and to have the Touch the Truck at the Harvest Fest on September 23, 2023. Councilwoman D. Fulton seconded. Motion carried 6 – 0.

Consider Options of Gateway Concept Plans – After some discussion, Councilwoman D. Fulton moved to wait on any further options of the Gateway Concept Plans. Councilwoman A. Harris seconded. Motion carried 6 – 0.

Consider Rotary Request – After Mr. Hal Harris from the Rotary presented his request in using the Borough building for their meetings. Councilwoman C. Williams moved to allow the Rotary meetings on the second Thursday of each month from 5:00 P.M. to 7:15 P.M. and the second Thursday of the month from 12:00 P.M. to 2:15 P.M. Councilwoman A. Harris seconded. After some discussion, Councilwoman C. Williams amended her motion to allow the Rotary to meet the second Thursday of the month at noon with subject to changes and the agreed Space Use Agreement. Councilwoman A. Harris seconded. Motion carried 6 – 0.

Consider Parks and Recreation Committee Proposal with Recreation Resource – After some clarification of grant monies for Phase 1 to be used for the playground equipment, Councilwoman D. Fulton moved to approve to use grant monies for the proposed playground equipment in the amount of \$47,835.00. Councilman N. DeLano seconded. Motion carried 6 – 0.

Consider to Set Halloween Hours 5:00 P.M. to 8:00 P.M. – Councilwoman A. Harris moved to set the Halloween hours from 5:00 P.M. to 8:00 P.M. on October 31, 2023. Councilman N. DeLano seconded. Motion carried 6 – 0.

Consider Flagpole Purchase – Councilwoman A. Harris moved to purchase three (3) flagpoles to be placed in front of the Borough building and to use the grant money received in the amount of \$4,206.24. Councilwoman C. Williams seconded. Motion carried 6 – 0.

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Consider Juneteenth as an Additional Holiday – Councilwoman C. Williams moved to add Juneteenth as an additional holiday provided to the Borough employees and to add it the union agreement. Councilwoman D. Fulton seconded. Motion carried 6 – 0.

COG Charity Golf Day for Participating Staff – Councilwoman C. Williams moved to allow the staff participate in the COG Charity Golf day on Tuesday, September 26, 2023. Councilman N. DeLano seconded. Motion carried 6 – 0.

Waive Permit Fees for LED Signage Install – Councilman N. DeLano moved to waive any permit fees for the LED signage install. Councilwoman C. Williams seconded. Motion carried 6 – 0.

Mohammed Zoning Hearing Board (ZHB) Appeal – Solicitor J. Fareri explained that Mr. Mohammed was appealing the Zoning Officer's determination for him to need a permit erect a permit a fence. He asked that ZHB Solinoted that Councilwoman C. Williams moved to have ZHB Solicitor M. Gazza represent the Borough regarding the Mohammed ZHB appeal.

Consider Planning Commission Candidate – Mr. Kenneth Hart submitted a letter of interest to be on the Planning Commission and was in attendance and introduce himself. Councilman N. DeLano moved to approve Mr. Kenneth Hart to be on the Planning Commission with his term to expire on December 31, 2024. Councilwoman A. Harris seconded. Motion carried 6 – 0.

Consider the 2024 Financial Requirement and Minimum Municipal Obligation (MMO) for the Borough's Pension Plan – Councilwoman A. Harris moved to approve the 2024 MMO Pension Plan in the amount of \$37,498.00. Councilwoman D. Fulton seconded. Motion carried 6 – 0.

LSA Grant Resolution for Fork Street Improvements – Councilwoman D. Fulton moved to adopt LSA Grant Resolution to request from Monroe County in the amount of \$1,251,713.00 from the Commonwealth Financing Authority for the Fork Street Improvements Project.

Resolution 6 of 2023

Be it RESOLVED that the Borough of Mount Pocono of Monroe County hereby requests a Local Share Account (LSA) grant from Monroe County in the amount of \$1,251,713 from the Commonwealth Financing Authority for the Fork Street Improvements Project. This project was recently awarded a PennDOT MTF grant in the amount of \$646,027, however, total project costs were estimated at \$1,897,740 so the LSA grant funds would be used to help fill this funding gap if awarded.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Marissa Duffy, 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.

I Marissa Duffy, duly qualified Manager 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 September 5, 2023, and said Resolution has been recorded in the Minutes of Mount Pocono Borough and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Mount Pocono this 5th day of September 2023

Councilman N. DeLano seconded. Motion carried 6 – 0.

Officer Reports:

President's Report – President D. Struckle presented and read the resignation letter from Vice President Lori Noonan from Borough Council. Councilman N. DeLano moved to accept the resignation letter from Vice President Lori Noonan from Borough Council with regret. Councilwoman C. Williams seconded. President D. Struckle stated that Mrs. Noonan was very supportive and helped him with his position on Borough Council and that she would be greatly missed. Motion carried 6 – 0. Borough Manager was asked to advertise the Borough Council vacancy on the Borough's website and on Savvy Citizen.

Mayor's Report – Mayor R. Altemose had nothing to report.

Borough Manager's Report – Borough Manager M. Duffy noted that she has no report.

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Solicitor's Report – Solicitor J. Fareri as discussed in Executive Session the Mountain Pest Control suet of \$1,089.00 against the Borough. Councilwoman D. Fulton moved to accept the settlement with Mountain Pest Control in the amount of \$1,089.00. Councilwoman C. Williams seconded. Motion carried 6 – 0.

Treasurer's Report – Borough Treasurer D. Hewitt presented the Cash Report and Borough's bill list. Councilwoman C. Williams moved to approve and pay the bills list of Tuesday, September 5, 2023, as outlined:

Cash Report as of August 31, 2023

NBT General Fund

Beginning Balance	\$ 488,622.30
Deposit	514,952.12
Interest	7.74
Expense	263,319.07
Service Charge	18.64
Ending Balance	<u>\$ 740,244.45</u>

NBT Road Rehab Fund

Beginning Balance	\$ 257,066.88
Deposit	2,291.16
Interest	660.83
Expense	0.00
Ending Balance	<u>\$ 260,018.87</u>

NBT Traffic Signal Maintenance Fun (5 Pts)

Beginning Balance	\$ 101,216.40
Deposit	0.00
Interest	257.89
Expense	0.00
Ending Balance	<u>\$ 101,474.29</u>

NBT Stormwater Fund

Beginning Balance	35,655.61
Deposit	0.00
Interest	78.11
Expense	0.00
Ending Balance	<u>\$ 30,733.72</u>

PLGIT General Fund

Beginning Balance	\$ 775,421.12
Deposit	0.00
Deposit (EIT)	49,788.90
Deposit (LST)	20,156.82
Interest	3,516.22
Expense	0.00
Ending Balance	<u>\$ 848,883.06</u>

PLGIT Capital Fund

Beginning Balance	\$102,143.48
Deposit	0.00
Interest	475.07
Expense	0.00
Ending Balance	<u>\$ 102,618.55</u>

NBT Payroll Fund

NBT Liquid Fuels Fund

Beginning Balance	\$ 145,923.14
Deposit	0.00
Interest	2.48
Expense	1,806.41
Ending Balance	<u>\$ 144,119.21</u>

NBT Park & Recreation Fund

Beginning Balance	\$ 116,477.91
Deposit	0.00
Interest	282.66
Expense	7,316.64
Ending Balance	<u>\$ 109,443.93</u>

NBT Pine Hill Intersection Fund

Beginning Balance	\$ 353,032.50
Deposit	0.00
Interest	5.99
Expense	125.00
Ending Balance	<u>\$ 352,913.49</u>

NBT Planning Commission Fund

Beginning Balance	\$ 6,091.07
Deposit	0.00
Interest	15.52
Expense	0.00
Ending Balance	<u>\$ 6,106.59</u>

PLGIT Liquid Fuels Fund

Beginning Balance	\$176.09
Deposit	0.00
Interest	.77
Expense	0.00
Ending Balance	<u>\$ 176.86</u>

PLGIT Fund Balance

Beginning Balance	\$102,143.48
Deposit	0.00
Interest	475.07
Expense	0.00
Ending Balance	<u>\$102,618.55</u>

From General Fund to PR

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Beginning Balance	\$ 4,465.53	(w/e 8/2/23)	\$8,287.19
Deposit	35,720.48	(w/e 8/9/23)	\$6,886.21
Interest	.11	(w/e 8/16/23)	\$6,804.06
Expense	<u>29,635.81</u>	(w/e 8/23/23)	\$6,743.16
Ending Balance	<u>\$ 10,550.31</u>	(w/e 8/30/23)	<u>\$6,999.86</u>
Total Payroll	\$35,720.48		

Sparkle Car Wash

Beginning Balance	\$ 5,075.93
Deposit	0.00
Interest	.09
Expense	0.00
Service Charge	<u>9.63</u>
Ending Balance	<u>\$ 5,066.39</u>

PLGIT Park & Rec and Other

Beginning Balance	\$604,845.77
Deposit	0.00
Interest	2,629.00
Expense	0.00
Ending Balance	<u>\$607,474.77</u>

Beautification

Beginning Balance	\$1,213.11
Deposit	0.00
Interest	3.04
Expense	<u>0.00</u>
Ending Balance	<u>\$ 1,216.20</u>

E-Com

Beginning Balance	\$ 16.81
Deposit	10.01
Interest	0.00
Expense	<u>10.01</u>
Ending Balance	<u>\$ 16.81</u>

ESSA Line of Credit - \$103,114.10

BILLS TO BE APPROVED AND PAID 8/1/23 -9/1/23 FROM THE NBT GENERAL FUND ACCOUNT:

ARGS Technology, LLC	(IT Service - Remote Service, Server Update, Cloud, etc.)	\$264.50
ACE Hardware	(P&R Brush Cutting Blades & Convert Weed Wacker Kit)	88.97
AMTrust North America	(PP: Fire Co Worker Com & Workers Comp AUDIT)	5,561.00
Barry Isett & Associates	(Reimb: Popeye's & Hirshland LDPs)	332.15*
	(Grant Discussion & Safety Review & Respond PennDOT)	1,015.50
Berkheimer Associates	(Local Service Tax: Operating Commission July)	75.18
Cintas Corporation	(PP: Maintenance Uniforms & Mats/ Rugs)	345.65
Custom Products Corporation	(Re-Addressing Signs)	120.54
Deb Fulton	(P&R First Friday Supplies - 9/1/23)	66.49
DELCOM Graphics	(PP: Program. Digit Double Sided Digit Sign - 2 of 2)	10,004.50
Denise Clouse Cleaning Services	(Cleaning Boro 7/3,7/10,7/17,7/24,7/31,8/7,8/14,8/21,8/28)	1,350.00
Dmitriy Baronov	(Refund: 31 Seneca Rd. STR Conditional Use)	346.66
Donna Kenderdine Reporting	(Reimb: Court Reporter - Baronov 31 Seneca STR)	150.00
ESSA	(PP: August Building Loan)	2,309.20
First Net	(PP: Manager iPhone, Road iPhone & Tablet)	123.87
Geisinger Health Plan	(PP: August Road Crew Health Plan)	4,473.74
Gleco Paint	(P&R Paint Pavilion at Borough)	185.89
Gotta Go Potties	(P&R: (2) Port of Potties 7/10/23-8/7/23)	175.00
Highmark Blue Shield	(PP: August - Road Crew Vision/ Dental)	173.80
Lowe's	(PP: Green Fencing Flower Pots/Bug Spray & P&R Paint)	133.89
Met Life	(PP: Highway: August - Life and Disability Ins.)	150.90
Miller's Automotive	(1997 Ford F350 & 2001: #7 GMC Bucket Truck Repairs)	587.39
NAPA Auto Parts	(PP: Highway: Vehicle Parts & Trailer Ball)	140.87
NBT Cardmember Service	(PP: Garage/Zoning/Office Miscellaneous)	1,156.17
Newman Williams, Mishkin, Corveleyn	(Reimb: Warehouse LDP Agreements)	135.00*
PA American Water Co.	(PP: Boro & Garage Water, Fire Hydrants)	934.88
PA One Call System, Inc.	(PA One Call)	\$5.86

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PA State Associate of Boroughs	(Manager Webinars & Random Drug & Alcohol Testing)	268.40
Payroll Unlimited	(Payroll: 8/4,8/11,8/18,8/25)	100.70
Pocono Mountain Public Library	(Library: RE Taxes Int. B & Delinquent Taxes)	886.20
Pocono Mountain Regional EMS	(EMS: RE Taxes Int. B & Delinquent Taxes)	445.84
Pocono Mountain Regional Police Dept.	(September 2023 Payment)	79,488.68
Pocono Mountain Volunteer Fire Company	(FC: RE Taxes Int. B & Delinquent Taxes)	886.20
PPL Electric Utilities	(PP: 36 Lighting, Boro/Garage Electric, Park & Rec Conc.)	581.20
Quill Corp	(PP: Zoning/Planning Supplies)	43.38
Schoonover & Vanderhoof, Architects	(Maint. Garage Schematic Design)	3,200.00
Selective Insurance	(PP: August Insurance Payment)	3,788.00
SFM Consulting	(Zoning 42 Hours & 10 BC Permits)	330,335.27
Sunoco Universal Fleet	(PP: Maintenance Gas & Oil)	602.80
The Law Offices of Michael V. Gazza	(Reimb. Mohammed 22 Brunswick & Barone Kinney)	1,405.00*
Topp Business Solutions	(Copier 5/4-8/3/23 B/W & Col Overages)	275.70
Tulpehocken Spring Water	(Bottled Water)	82.49
US Bank	(PP: August Copier Contract)	128.45
GRAND TOTAL:		<u>\$452,925.91</u>

*Reimbursable Items

Councilwoman A. Harris seconded. Councilman N. DeLano abstained. Motion carried 5 – 0.

Zoning Officer's Report – Borough Manager M. Duffy gave the Zoning Officer's report for the month of August 2023 regarding Zoning and Code Enforcement issues as presented:

- Nineteen (19) permits issued.
- Six (6) Zoning Permits – Four (4) Commercial & Two (2) Residential
- Eight (8) Building Permits – Five (5) Commercial & Three (3) Residential
- Three (3) Driveway Permits
- Two (2) Building CO's
- Eleven (11) enforcement notices were sent.
- Public Hearing Matters
 - Adrien and Jennifer Bohdal – 56 Pine Hill Road – Establishment of a Contractor's Yard on the subject property. The Borough will have to reinstate the civil hearing and have them served by constable delivery, as they were unable to deliver the notice to the property owners.
 - Susan and Frank Guastella – 113 Ward Avenue – A Zoning Hearing Board application requesting a variance as well as appealing a zoning determination. A hearing took place on August 22, 2023, and was continued to October 19, 2023, at 6:00 P.M.

PUBLIC PARTICIPATION – Master Kim, Safety Commission, discussed the need for a crosswalk at Fork Street noting that an easement would be needed by the property owners. It was suggested that if he could ask the property owners for an easement and them submit to the Borough's Solicitor.

Meeting adjourned at 8:06 P.M.

Respectfully submitted,

Marissa Duffy, Borough Manager

Space Use Agreement

This Space Use Agreement for use of meeting space on the second floor of the Mount Pocono Borough building is made on _____ day of September 2023, by and between Mount Pocono Borough, a government entity, hereafter referred to as "Owner", and Rotary Club Of Mt. Pocono, a non-profit organization formed under the Not For Profit laws of the Commonwealth of Pennsylvania, herein after referred to as "RCOMP", to enable RCOMP to use the meeting space for meetings of its membership, Directors & Officers and public meetings as set forth below;

WHEREAS RCOMP desires to make use of space in Owner's building/venue, located at 1361 Pocono Blvd, Mount Pocono, PA 18344 hereinafter referred to as "The Building", and Owner agrees to permit RCOMP to use space in The Building, in consideration of certain covenants enumerated herein.

NOW, THEREFORE, the parties hereto having agreed that the sum of One Dollar (\$1.00) shall be adequate consideration, and that payment and receipt of same is acknowledged, and with the intent to be legally bound by the terms and conditions set forth below, they AGREE AS FOLLOWS:"

1. **SPACE:** Owner will provide RCOMP access to The Building during day and times stated in item 2 below. ~~If Owner provides RCOMP key(s) to access and lock building, said key(s) shall be kept and maintained by RCOMP's elected officers only.~~
2. **ACCESS:** In the event that Access cannot be provided, the owner shall notify RCOMP at its earliest opportunity. RCOMP shall have access to The Building and use of 1) 2nd floor meeting space(s) and equipment, tables, and chairs therein 2) 1st and 2nd floor lobby areas, stairs, elevator, and bathrooms in The Building, free of charge, during days/times listed below;
 - ~~Monthly, on the 2nd Thursday of each month, from 5:00 P.M. to 7:15 P.M.~~
 - a Monthly, on the 4th Thursday of each month, from 12:00 P.M. to 2:15 P.M.
 - b Quarterly, on the third Thursday of the month, for the months of November, February, and May.
 - c On other days and times, as agreed to in writing, in advance, between the Parties.
3. **TERM:** The term of this Agreement shall be one (1) year. This Agreement shall automatically renew unless either party provides the other with written notice sixty days in advance of the one-year anniversary of this Agreement. ~~Three (3) years from this Agreement is executed by both Parties.~~
4. **REFUNDABLE DEPOSIT:** Within ten (10) days after the execution of this Agreement RCOMP shall deposit the sum of two hundred and fifty dollars (\$1,000~~250~~) with Owner to cover any damage to space(s) and/or equipment in the spaces used by RCOMP. Said deposit shall be refunded to RCOMP by Owner upon the expiration or termination of this Agreement.
5. **INSURANCE:** RCOMP shall maintain Commercial Liability Insurance coverage that names Owner as a Certificate Holder. Policy minimum coverage limits shall be one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and two hundred and fifty thousand dollars (\$250,000)

- for damage to rented premises. A copy of the required Insurance Certificate is attached hereto. Updated/renewal Insurance Certificate shall be provided to Owner when RCOMP receives such from Rotary International's insurance provider. So long as this Agreement is in effect a current certificate of insurance shall be supplied to the owner. This Agreement shall automatically terminate in the event that a certificate insurance is not provided.
6. **STORAGE:** RCOMP is permitted to store a bin with it supplies/equipment in the closet, with the glass sliding doors, located on landing between 1st and 2nd floors of The Building. RCOMP understands that storage and such supplies/equipment is at RCOMP's own risk, and the Borough shall not be responsible for any loss or missing property so stored.
 7. **FOOD:** RCOMP is permitted to serve food and beverages to its members/guests, in the meeting space(s) only, provided RCOMP takes full responsibility to clean up after itself. No food shall be prepared in the building. Trash removal shall be the responsibility of RCOMP who shall remove all trash after the conclusion of its meetings. No trash will be left in the building, trash in containers or otherwise.
 8. **TOBACCO PRODUCTS:** Smoking, vaping, or use of any tobacco products is not allowed in The Building. Alcoholic beverages shall not be brought into or consumed in the building.
 9. **PARKING:** RCOMP shall have use of Owner's parking lot(s) during the times that RCOMP uses The Building from ½ hour before the event start time noted in Item 2 above until ½ hour after the meeting/event end times noted in Item 2 above. RCOMP shall announce to its guests that all guests may not enter the parking area any earlier than 20 minutes before the commencement of the meeting, ~~should~~ and should leave Owner's parking lot within 20 minutes ~~½ hour~~ after the meeting/event ends.
 10. **MISCELLANEOUS:** RCOMP is permitted to use its own audio/video equipment during meetings/events. RCOMP will remove personal property, trash, and other items, except items RCOMP is permitted to store in Owner's closet, after each use of The Building. ~~RCOMP dispose of garbage in Owner's trash receptacles located at The Building.~~
 11. **TERMINATION OF AGREEMENT:** This Agreement may be terminated at any time by RCOMP providing written notice to the owner. In the event of the breach of this Agreement by RCOMP, the Borough may immediately terminate the Agreement upon giving written notice to RCOMP; The owner may otherwise terminate the Agreement by providing sixty (60) days written notice to RCOMP. ~~may be terminated by either Party, upon the giving of a minimum of six (6) months advance written notice to the notice addresses listed below.~~
 12. **NOTICE ADDRESSES:**
 - a. **RCOMP:** Rotary Club of Mt. Pocono, C/O Frank Cefali, C.PA., P.O. Box 550 Tannersville, PA 18372. (RCOMPpresident@gmail.com)
 - b. **Owner:** Mount Pocono Borough, Attn: Borough Manager, 1361 Pocono Blvd, Mount Pocono, PA 18344. (mduffy@mountpocono-pa.gov)
 - c. All notices will be sent by mail and e-mail.

- 13. This Agreement constitutes the entire Agreement of the parties. The parties have no Agreements which have not been reduced to writing herein.¶
- 14. **AMENDMENT:** This Agreement may be amended in writing signed by the parties hereto. This Agreement may not be amended orally.
- 15. This Agreement does not constitute a Lease and neither party is bound by laws relating to leasing of real property.
- 16. **ASSIGNMENT:** This Agreement is not assignable by RCOMP.

AGREED AND ACCEPTED THIS _____ DAY OF SEPTEMBER 2023

Mount Pocono Borough

Marissa Duffy
Borough Manager

Don Struckle
Council President

Rotary Club Of Mt. Pocono

Hal H. Harris
President

ROTARY REVISED
AFTER JIH'S
REVISION

Space Use Agreement

This Space Use Agreement for use of meeting space on the second floor of the Mount Pocono Borough building is made on _____ day of September 2023, by and between Mount Pocono Borough, a government entity, hereafter referred to as "Owner", and Rotary Club Of Mt. Pocono, a non-profit organization formed under the Not For Profit laws of the Commonwealth of Pennsylvania, herein after referred to as "RCOMP", to enable RCOMP to use the meeting space for meetings of its membership, Directors & Officers and public meetings as set forth below;

WHEREAS RCOMP desires to make use of space in Owner's building/venue, located at 1361 Pocono Blvd, Mount Pocono, PA 18344 hereinafter referred to as "The Building", and Owner agrees to permit RCOMP to use space in The Building, in consideration of certain covenants enumerated herein.

NOW, THEREFORE, the parties hereto having agreed that the sum of One Dollar (\$1.00) shall be adequate consideration, and that payment and receipt of same is acknowledged, and with the intent to be legally bound by the terms and conditions set forth below, they AGREE AS FOLLOWS:"

1. **SPACE:** Owner will provide RCOMP access to The Building during day and times stated in item 2 below. ~~If Owner provides RCOMP key(s) to access and lock building, said key(s) shall be kept and maintained by RCOMP's elected officers only.~~
2. **ACCESS:** In the event that Access cannot be provided, the owner shall notify RCOMP at its earliest opportunity. RCOMP shall have access to The Building and use of 1) 2nd floor meeting space(s) and equipment, tables, and chairs therein 2) 1st and 2nd floor lobby areas, stairs, elevator, and bathrooms in The Building, free of charge, during days/times listed below;
Monthly, on the 2nd Thursday of each month, from 5:00 P.M. to 7:15 P.M.
 - a Monthly, on the 4th Thursday of each month, from 12:00 P.M. to 2:15 P.M.
 - b Quarterly, on the third Thursday of the month, for the months of November, February, and May.
 - c On other days and times, as agreed to in writing, in advance, between the Parties.
3. **TERM:** The term of this Agreement shall be one (1) year. This Agreement shall automatically renew unless either party provides the other with written notice sixty days in advance of the one-year anniversary of this Agreement. Three (3) years from this Agreement is executed by both Parties.
4. **REFUNDABLE DEPOSIT:** Within ten (10) days after the execution of this Agreement RCOMP shall deposit the sum of ~~two hundred and fifty dollars (\$1,000.250)~~ five hundred dollars (\$500) with Owner to cover any damage to space(s) and/or equipment in the spaces used by RCOMP. Said deposit shall be refunded to RCOMP by Owner upon the expiration or termination of this Agreement.
5. **INSURANCE:** RCOMP shall maintain Commercial Liability Insurance coverage that names Owner as a Certificate Holder. Policy minimum coverage limits shall be one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and two hundred and fifty thousand dollars (\$250,000)

for damage to rented premises. A copy of the required Insurance Certificate is attached hereto. Updated/renewal Insurance Certificate shall be provided to Owner when RCOMP receives such from Rotary International's insurance provider. So long as this Agreement is in effect a current certificate of insurance shall be supplied to the owner. This Agreement shall automatically terminate in the event that a certificate of insurance is not provided within ten (10) days of Owner's written request.

6. **STORAGE:** RCOMP is permitted to store a bin with its supplies/equipment in the closet, with the glass sliding doors, located on landing between 1st and 2nd floors of The Building. RCOMP understands that storage and such supplies/equipment is at RCOMP's own risk, and the Borough shall not be responsible for any loss or missing property so stored.
7. **FOOD:** RCOMP is permitted to serve food and beverages to its members/guests, in the meeting space(s) only, provided RCOMP takes full responsibility to clean up after itself. No food shall be prepared in the building. Trash removal shall be the responsibility of RCOMP who shall remove all trash after the conclusion of its meetings. No trash will be left in the building, trash in containers or otherwise.
8. **TOBACCO PRODUCTS:** Smoking, vaping, or use of any tobacco products is not allowed in The Building. Alcoholic beverages shall not be brought into or consumed in the building.
9. **PARKING:** RCOMP shall have use of Owner's parking lot(s) during the times that RCOMP uses The Building from ½ hour before the event start time noted in Item 2 above until ½ hour after the meeting/event end times noted in Item 2 above. RCOMP shall announce to its guests that all guests may not enter the parking area any earlier than thirty (30) minutes before the commencement of the meeting. ~~should and should~~ leave Owner's parking lot within thirty (30) ~~20~~ minutes ~~¼ hour~~ after the meeting/event ends.
10. **MISCELLANEOUS:** RCOMP is permitted to use its own audio/video equipment during meetings/events. RCOMP will remove personal property, trash, and other items, except items RCOMP is permitted to store in Owner's closet, after each use of The Building. ~~RCOMP dispose of garbage in Owner's trash receptacles located at The Building.~~
11. **TERMINATION OF AGREEMENT:** This Agreement may be terminated at any time by RCOMP providing written notice to the Owner. In the event of the breach of this Agreement by RCOMP, the Borough may immediately terminate the Agreement upon giving written notice to RCOMP; The Owner may otherwise terminate the Agreement by providing ~~Ninety (90)~~ ~~sixty (60)~~ days written notice to RCOMP. ~~may be terminated by either Party, upon the giving of a minimum of six (6) months advance written notice to the notice addresses listed below.~~
12. **NOTICE ADDRESSES:**
 - a. **RCOMP:** Rotary Club of Mt. Pocono, C/O Frank Cefali, C.P.A., P.O. Box 550 Tannersville, PA 18372. (RCOMPpresident@gmail.com)
 - b. **Owner:** Mount Pocono Borough, Attn: Borough Manager, 1361 Pocono Blvd, Mount Pocono, PA 18344. (mduffy@mountpocono-pa.gov)
 - c. All notices will be sent by mail and e-mail.

13. This Agreement constitutes the entire Agreement of the parties. The parties have no Ag
have not been reduced to writing herein.

14. AMENDMENT: This Agreement may be amended in writing signed by the parties hereto,
may not be amended orally.

15. This Agreement does not constitute a Lease and neither party is bound by laws relating t
property.

16. ASSIGNMENT: This Agreement is not assignable by RCOMP.

AGREED AND ACCEPTED THIS _____ DAY OF SEPTEMBER 2023

Mount Pocono Borough

Marissa Duffy
Borough Manager

Don Struckle
Council President

Rotary Club Of Mt. Pocono

Hal H. Harris
President

Hi Attorney Ferari and Mecca,

Please see attached mark-up of the Space Use Agreement. Hopefully, the Mount Pocono Borough will agree to a five hundred (\$500) refundable deposit (instead of \$250 or \$1,000), since RCOMP has insurance. Also, RCOMP is asking for cars to be able to park 30 minutes before and after meeting for parking because that's the amount of time we generally need to set up before meetings and pack up after meetings).

13. This Agreement constitutes the entire Agreement of the parties. The parties have no Ag
have not been reduced to writing herein.

14. AMENDMENT: This Agreement may be amended in writing signed by the parties hereto,
may not be amended orally.

15. This Agreement does not constitute a Lease and neither party is bound by laws relating t
property.

16. ASSIGNMENT: This Agreement is not assignable by RCOMP.

AGREED AND ACCEPTED THIS _____ DAY OF SEPTEMBER 2023

Mount Pocono Borough

Marissa Duffy
Borough Manager

Don Struckle
Council President

Rotary Club Of Mt. Pocono

Hal H. Harris
President



September 1, 2023

Mount Pocono Borough Council
c/o Marissa Duffy, Borough Manager
1361 Pocono Boulevard, Suite 100
Mount Pocono, PA 18344

Re: Security Release for Required Improvements #1
Preliminary / Final Land Development Plan
Clarius Park I-380
CP MT Pocono, LLC – c/o Newland Capital Group
Mount Pocono Borough, Monroe County, PA

Dear Council Members:

The applicant has requested a release of funds for completed work. As requested, Reilly Associates has reviewed the original security amounts in light of completed work.

Reilly Associates performed site reviews to confirm completed work as of August 21, 2023. Utilizing the established schedule of values included in the Development Agreement, we agree that a portion of the security may be released for completed improvements.

During the review of the financial security, an error was discovered in Exhibit "B" List of Improvements and Financial Security Amounts of the Development Agreement. The price for the Type C Inlets in the Pocono Star Boulevard & Industrial Park Drive Improvements section, which amounts to \$63,000.00, was not included in the Pocono Star Boulevard & Industrial Park Drive Improvements Subtotal and as such was not included in the Performance Guarantee. As no amount for the Type C Inlets was posted for the Performance Guarantee, we recommend the item not be included for any financial release requests and be tracked separately in order to ensure the work for the item has been completed.

Snyder Secary & Associates has provided a revised release request for \$3,192,060.00, which excludes the Type C Inlets in the Pocono Star Boulevard & Industrial Park Drive Improvements section.



Based on field inspections of the completed work, Reilly Associates recommends a release of \$2,781,860.00 (two million, seven hundred eighty-one thousand, eight hundred sixty dollars) of the retained security. This does not include the construction contingency for work that is recommended for this release as it is too early in the project to determine if the installed items will function as intended.

We recommend a sum of \$12,209,340.00 (twelve million, two hundred nine thousand, three hundred forty dollars) be held in the Letter of Credit for cost of improvements yet to be completed for the above-mentioned project.

The following is a summary of the financial security status at this time:

Current amount of security:

Original Security Amount	\$	14,991,200.00
Previously Released Amount	\$	0.00
Current Financial Security	\$	14,991,200.00

Established value of security to remain:

Value of work and contingency	\$	14,991,200.00
Less value of completed work	\$	2,781,860.00
Required amount of security to remain	\$	12,209,340.00

Amount of recommended release: \$ 2,781,860.00

Please refer to the attachments for a further cost breakdown of construction.

If you have any questions or concerns regarding this review, please contact our office.

Sincerely,

REILLY ASSOCIATES

Kenneth Carey

CPM/KC/DC

W:\2023\09\20-Pocono Borough - All Engineers\2023-01 - Carter Park 1,203 - Sub-Station & LEPP\Financial Security\Financial Release Report 09\Rev 1 - 2023-09-21\011-00-01 Release 1.doc

Attachments

CC: Marissa Duffy, Borough Manager, Mount Pocono Borough
Matthew Frank, Newland Capital Group
Rocio Budetta, Newland Capital Group
Joshua D. Hoffman, P.E., Senior Engineer, Snyder Secary & Associates
File

Customer: AI-10822 - Invoices

Fire Protection Service Corp

Invoice	Site Name	Description	Date	Amount	Net Due
3156190	Mount Pocono Borough	Alarm Services	11/1/2022	\$1,188.00	\$0.00
3303214	Mount Pocono Borough	Service Call	12/28/2022	\$185.00	\$0.00
3578085	Mount Pocono Borough	Alarm Services	5/16/2023	\$2,178.00	\$2,178.00
		Total		\$3,551.00	\$2,178.00

Mount Pocono Borough Planning Commission

Memo

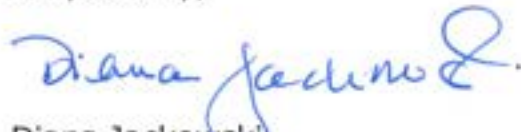
Date: September 21, 2023
To: Mount Pocono Borough Council
CC: Elizabeth M. Field, Esq.
From: Planning Commission
RE: Joinder Deed Request – 111 Prospect Avenue

The Planning Commission, at its Regular Meeting on Wednesday, September 20, 2023, reviewed the joinder deed request for the improved lot at 111 Prospect Avenue (10/4/18/38) and the vacant land along Knob Road (10/4/1/40).

Upon its review the Planning Commission recommends that Borough Council approves the joinder deed request as described above at its next regular meeting on October 3, 2023.

Thank you for your consideration on this matter.

Respectfully,



Diana Jackowski
Planning Commission Recording Secretary

POWLETTE & FIELD, LLC

ATTORNEYS AT LAW

508 Park Avenue, Stroudsburg, Pennsylvania 18360

Elizabeth M. Field, Esq.

Phone (570) 424-8037 x 1

Fax (570) 227-2230

Louis D. Powlette, Esq., Of Counsel

LPOWL2@PTD.NET

August 18, 2023

Mount Pocono Borough
Zoning Office
1361 Pocono Blvd.
Suite 100
Mount Pocono, PA 18344

RECEIVED

AUG 21 2023

MT. POCONO BOROUGH

RE: Joinder Deed Request

Whom it may concern,

Please accept this letter as a request to join two (2) parcels in Mount Pocono Borough. The parcels are identified as 10/4/1/38 (improved lot at 111 Prospect Avenue) and 10/4/1/40 (vacant land along Knob Court), owned by 111 Prospect Avenue, LLC. The purpose for the joinder is resale. The property owner is under contract to sell the properties and the buyer's lender is requiring that the properties be joined to approve the financing. We appreciate this matter being addressed as soon as possible.

Enclosed is a copy of the joinder deed and the \$500.00 application fee payable to Mt. Pocono Borough. Thank you for your time and if we can be of any further assistance, please do not hesitate to contact our office.

Very truly yours,

POWLETTE & FIELD, LLC



Elizabeth M. Field, Esq.

EMF:sac

Enclosure

OWNER'S AFFIDAVIT FOR JOINDER

The undersigned Owner of property known as 111 Prospect Avenue in the Borough of Mt. Pocono, County of Monroe, Commonwealth of PA, known as Parcel ID 10.4.1.40 (hereinafter referred to as "Parcel A") and the adjacent vacant land on Knob Road known as Parcel ID 10.4.1.38 (hereinafter refer to as "Parcel B"), hereby attests to the following:

1. Parcel A is an improved parcel consisting of 5.76 acres, as described in Record Book Volume 2558, at page 6077, attached as Exhibit A.
2. Parcel A is identified as Lots 265, 266, 267 and Parcel 14 on the Maps of Town Lots of L.T. Smith in Plot Book Volume 1A, at page 47, attached as Exhibit B, and in map recorded as an exhibit in Record Book Volume 2225, Page 4413, attached as Exhibit C. The CRS report for Parcel A is attached as Exhibit D.
3. Parcel B is an unimproved parcel consisting of 13.90 acres, as described in Record Book Volume 2636, at page 481, Exhibit E.
4. Part of Parcel B is identified as Lot 244 in Plot Book Volume 1A, at Page 47, attached as Exhibit F, and in Plot Book Volume 1A, at Page 39, attached in Exhibit G, and the remainder of Parcel B is depicted on the attached CRS Report as Exhibit H.
5. The subject parcels are free of liens and judgments and all property taxes are current.
6. Owner desires to join Parcel A and Parcel B.
7. Owner has no intention of any further development on the subject properties.

The undersigned has duly executed this Affidavit on the _____ day of _____, 2023.

OWNER:

111 Prospect Avenue, LLC

BY: _____
June Sabah, Authorized Member

State of _____

County of _____

On this, the _____ day of _____ 2023, before me, a Notary Public, the undersigned officer, personally appeared June Sabah who acknowledged herself to be Authorized Member of 111 Prospect Avenue, LLC and that she as such Authorized Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of 111 Prospect Avenue, LLC by herself as Authorized Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Joinder approved by Borough of Mount Pocono on the 3rd day of October, 2023.

Prepared by and Return to: Powlette & Field, LLC
508 Park Avenue Stroudsburg, Pennsylvania 18360
Phone: (570) 424-8037

JOINDER DEED

Parcel ID # 10/4/1/38 and 10/4/1/40

THIS INDENTURE made the _____ day of _____ in the year of Two Thousand Twenty-Three (2023).

BETWEEN

111 PROSPECT AVENUE, LLC, A NEW YORK LIMITED LIABILITY COMPANY,
(hereinafter called the Grantor), of the one part, and

111 PROSPECT AVENUE, LLC, A NEW YORK LIMITED LIABILITY COMPANY,
(hereinafter called the Grantee), of the other part

WITNESSETH that the said Grantor for and in consideration of the sum of One and 00/100 Dollar (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, described herein, in wit;

Parcel ID # 10/4/1/38

ALL THAT CERTAIN parcel of property located in the Borough of Mount Pocono, Monroe County, Pennsylvania and more particularly described as follows:

BEGINNING at a found iron pipe marking the intersection of the Southerly right of way line of Knob Road (50' wide) and the Easterly right of way line of Prospect Avenue (50' wide), thence; 1) North 81 degrees 10 minutes 30 minutes second East, along the Southerly right of way of said Knob Road, a distance of 95.48 feet to a point, at said point the right of way of said Knob Road narrows to 33 feet, thence; 2) North 44 degrees 15 minutes 00 seconds East, along the Southerly right of way line of said Knob Road, a distance of 662.57 feet to a found iron pipe at the Westerly most corner of lands now or formerly of Bruce H. and Mary R. Lifvergren, thence; 3) South 45 degrees 35 minutes 00 seconds East, partially along said lands now or formerly of Bruce H. and Mary R. Lifvergren and partially of along lands now or formerly of Peter Sucharyz, a distance of 1023.91 to a found iron pipe, thence; 4) South 27 degrees 12 minutes 55 seconds West, along said lands now or formerly of Peter Sucharyz, a distance of 89.40 feet to a found iron pipe, thence; 5) South 18 degrees 57 minutes 55 seconds West, along said lands now or formerly of Peter Sucharyz, a distance of 177.16 feet to a found iron pipe in line of lands now or formerly of Conrail, formerly of Erie-Lackawanna Railway Company, thence 6) on a curve to the left having a radius of 1141.70 feet, along said lands now or formerly

of Conrail, an arc length of 354.68 feet to a point of compound curvature, thence; 7) on a curve to the left having a radius of 931.95 feet, along the said lands now or formerly of Conrail, an arc length of 82.25 feet to a found iron pipe in the line of lands now or formerly of Alexander Saab, thence; 8) North 45 degrees 23 minutes 25 seconds West, along said lands now or formerly of Alexander Saab, a distance of 448.02 feet to a found iron pipe, thence; 9) South 81 degrees 6 minutes 50 seconds West, partially along said lands of Alexander Saab and partially along the Northerly right of way line of Ridge Alley (25' wide), a distance of 401.70 feet to a found iron pipe in the Easterly right of way line of said Prospect Avenue, thence; 10) North 8 degrees 53 minutes 10 seconds West, along the right of way line of said Prospect Avenue, a distance of 274.29 feet to the point and place of beginning.

BEING THE SAME PREMISES which June Sabah, by deed dated August 9, 2023, and recorded in the Office for Recording of Deeds, Monroe County Pennsylvania on August 15, 2023, in Deed Book 2636, Page 481, granted and conveyed unto 111 Prospect Avenue, LLC, grantor hereof, in fee.

Parcel ID # 10/4/1/40

ALL OF THE FOLLOWING described tracts, pieces or parcels of land, situate in the County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe driven in the ground for a corner at the Southeast corner of Prospect Avenue and Ridge Alley; thence, along the Easterly side of said Prospect Avenue, South nine degrees East four hundred seventy five feet, more or less, to the North side of a street called Railroad Street; thence, along the Northerly side of said Railroad Street, North sixty eight degrees forty five minutes East one hundred two and seven-tenths feet, more or less, to a stake, a corner of other lands of the parties of the hundred fifty two and three-tenths feet, more or less, to a stake on the Southerly side of Ridge Alley; thence, along the Southerly side of said Ridge Alley, South eighty one degrees West one hundred feet to the place of BEGINNING.

BEGINNING at a corner on the Southerly side of Ridge Alley, and being also a corner of lots 265 and 266 as shown on map of Town lots of L.T. Smith, Mt. Pocono, Pa., said map being filed in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Plat Book, Vol. 1, page 47; thence, along the Southerly side of Ridge Alley, North eighty-one degrees East one hundred feet to a corner; thence, along the Westerly side of Ridge Alley South nine degrees East four hundred thirty and six-tenths feet to a corner; thence, along the Northerly side of Railroad Street, South sixty eight degrees forty five minutes West one hundred two and three-tenths feet to a corner; thence, by Lot No. 265, on said map, North nine degrees West four hundred fifty two and three-tenths feet to the place BEGINNING.

CONTAINING one acre, more or less.

BEGINNING at a corner on line of William Barnett warranty, and being at a corner of Lots Nos. 244 and 267, as shown on Map of Town Lots of L. T. Smith, Mt. Pocono, Penna., said map being on file in Plat Book, Vol. 1, page 47; thence, by the William Barnett warranty

and land now or formerly of Knox and Mason, South forty five degrees thirty minutes East four hundred sixty three feet, more or less, to a corner; thence South sixty eight degrees West four hundred sixty four feet, more or less, to a corner at the intersection of the Easterly side of Ridge Alley with the Southerly side of Railroad Street; thence, along the Easterly side of Ridge Alley, North nine degrees West four hundred seventy five and two-tenths feet to a corner in line of Lot No. 244; thence, by Lot No. 244, North eighty one degrees East one hundred seventy four feet to the place of BEGINNING.

CONTAINING 3.2 acres, more or less.

BEING THE SAME PREMISES which June Sabah, by deed dated October 9, 2020, and recorded in the Office for Recording of Deeds, Monroe County Pennsylvania on October 13, 2020, in Deed Book 2558, Page 6077, granted and conveyed unto 111 Prospect Avenue, LLC, grantor hereof, in fee.

THE ABOVE TWO PARCELS ARE HEREBY CONSOLIDATED, MERGED, AND JOINED INTO ONE INSEPARABLE LOT FOR ALL PURPOSES AND SHALL NOT BE SUBDIVIDED OR SEPARATELY CONVEYED EXCEPT IN COMPLIANCE WITH THE REQUIREMENTS OF THE BOROUGH OF MOUNT POCONO SUDIVISION AND LAND DEVELOPMENT ORDINANCE AND THE MOUNT POCONO BOROUGH ZONING ORDINANCE.

THIS CONVEYANCE IS EXEMPT FROM THE PAYMENT OF REALTY TRANSFER TAX IN THAT THE GRANTOR AND THE GRANTEE ARE THE SAME COMPANY.

THE PARTIES HEREIN CONFIRM AND AGREE BY THEIR SIGNATURES ABOVE AND/OR ACCEPTANCE OF THIS DOCUMENT THAT THE PREPARER OF THIS DOCUMENT HAS NOT ADVISED THE PARTIES ON THE PROPRIETY OR SUITABILITY OF THE CONVEYANCE; HAS BEEN ENGAGED SOLELY FOR THE PURPOSE OF PREPARING THIS INSTRUMENT; HAS PREPARED THE INSTRUMENT ONLY FROM INFORMATION GIVEN TO PREPARER BY THE PARTIES AND/OR THEIR REPRESENTATIVES; HAS NOT VERIFIED THE ACCURACY OF THE CONSIDERATION STATED TO HAVE BEEN PAID OR UPON WHICH ANY TAX MAY HAVE BEEN CALCULATED; HAS NOT VERIFIED THE LEGAL EXISTENCE OR AUTHORITY OF ANY PARTY OR PERSON EXECUTING THE DOCUMENT; HAS NOT BEEN REQUESTED TO PROVIDE NOR HAS PREPARER PROVIDED A TITLE SEARCH, AN EXAMINATION OF TITLE OR LEGAL DESCRIPTION, AN OPINION ON TITLE, LEGAL REVIEW OR ADVICE OF ANY SORT, OR ADVICE ON PROPERTY TAXES, REASSESSMENTS, OTHER TAXES OR THE TAX, LEGAL OR NON-LEGAL CONSEQUENCES THAT MAY ARISE FROM THE CONVEYANCE; AND THAT THEY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE PREPARER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, AND COSTS OF EVERY NATURE ARISING THEREFROM. THE PARTIES HEREBY FURTHER AGREE AT ANY TIME, AND FROM TIME TO TIME, TO COOPERATE, ADJUST, INITIAL, EXECUTE, RE-EXECUTE AND REDELIVER SUCH FURTHER DEEDS AND DOCUMENTS, CORRECT ANY DEFECT, ERROR OR OMISSION AND DO ANY AND ALL SUCH FURTHER THINGS AS MAYBE NECESSARY TO IMPLEMENT AND CARRY OUT THE INTENT OF THE PARTIES IN MAKING THIS CONVEYANCE. PREPARER SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ARISING FROM MODIFICATIONS TO THIS DOCUMENT NOT MADE OR APPROVED BY THE PREPARER.

UNDER AND SUBJECT TO Covenants, Conditions and Restrictions as appear in the chain of title in the Recorder of Deeds of Monroe County.

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the

estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor, as well at law as in equity, of, in and to the same.

TO HAVE and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor, for itself and its successors and assigns do hereby covenant and agree to and with the Grantee, its successors and assigns, that the said Grantor will **SPECIALLY** warrant title to the property herein conveyed.

IN WITNESS WHEREOF, the party of the first part have hereunto set its hand and seal. Dated the day and year first above written.

111 Prospect Avenue, LLC

June Sabah (SEAL)

State of _____ }
County of _____ } as

On this, the _____ day of _____ 2023, before me, a Notary Public, the undersigned officer, personally appeared June Sabah who acknowledged herself to be Authorized Member of 111 Prospect Avenue, LLC and that she as such Authorized Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of 111 Prospect Avenue, LLC by herself as Authorized Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

The precise residence and the complete post office address of the above-named Grantee is:

969 Park Avenue, Apartment 3E, New York, NY 10028

On behalf of the Grantee

Prepared by and Return to: Powlette & Field, LLC
508 Park Avenue Stroudsburg, Pennsylvania 18360
Phone: (570) 424-8037

 COPY

SPECIAL WARRANTY DEED

Parcel ID # 10/4/1/38

THIS INDENTURE made the 9th day of August in the year of Two Thousand Twenty-Three (2023).

BETWEEN

JUNE SABAH,

(hereinafter called the Grantor), of the one part, and

111 PROSPECT AVENUE, LLC A NEW YORK LIMITED LIABILITY COMPANY,

(hereinafter called the Grantee), of the other part

WITNESSETH that the said Grantor for and in consideration of the sum of One and 00/100 Dollar (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, described herein, in wit;

ALL THAT CERTAIN parcel of property located in the Borough of Mount Pocono, Monroe County, Pennsylvania and more particularly described as follows:

BEGINNING at a found iron pipe marking the intersection of the Southerly right of way line of Knob Road (50' wide) and the Easterly right of way line of Prospect Avenue (50' wide), thence; 1) North 81 degrees 10 minutes 30 minutes second East, along the Southerly right of way of said Knob Road, a distance of 95.48 feet to a point, at said point the right of way of said Knob Road narrows to 33 feet, thence; 2) North 44 degrees 15 minutes 00 seconds East, along the Southerly right of way line of said Knob Road, a distance of 662.57 feet to a found iron pipe at the Westerly most corner of lands now or formerly of Bruce H. and Mary R. Lifvergren, thence; 3) South 45 degrees 35 minutes 00 seconds East, partially along said lands now or formerly of Bruce H. and Mary R. Lifvergren and partially of along lands now or formerly of Peter Sucharyz, a distance of 1023.91 to a found iron pipe, thence; 4) South 27 degrees 12 minutes 55 seconds West, along said lands now or formerly of Peter Sucharyz, a distance of 89.40 feet to a found iron pipe, thence; 5) South 18 degrees 57 minutes 55 seconds West, along said lands now or formerly of Peter Sucharyz, a distance of 177.16 feet to a found iron pipe in line of lands now or formerly of Conrail, formerly of Erie-Lackawanna Railway Company, thence 6) on a curve to the left having a radius of 1141.70 feet, along said lands now or formerly of Conrail, an arc length of 354.68 feet to a point of compound curvature, thence; 7) on a curve to the left having a radius of 931.95 feet, along the said lands now or formerly of

Conrail, an arc length of 82.25 feet to a found iron pipe in the line of lands now or formerly of Alexander Saab, thence; 8) North 45 degrees 23 minutes 25 seconds West, along said lands now or formerly of Alexander Saab, a distance of 448.02 feet to a found iron pipe, thence; 9) South 81 degrees 6 minutes 50 seconds West, partially along said lands of Alexander Saab and partially along the Northerly right of way line of Ridge Alley (25' wide), a distance of 401.70 feet to a found iron pipe in the Easterly right of way line of said Prospect Avenue, thence; 10) North 8 degrees 53 minutes 10 seconds West, along the right of way line of said Prospect Avenue, a distance of 274.29 feet to the point and place of beginning.

BEING THE SAME PREMISES which William G. Bracey D/B/A B & B Realty Company, by deed dated March 21, 2022, and recorded in the Office for Recording of Deeds, Monroe County Pennsylvania on March 24, 2022, in Deed Book 2605, Page 1643, granted and conveyed unto June Sabah, grantor hereof, in fee.

THE PARTIES HEREIN CONFIRM AND AGREE BY THEIR SIGNATURES ABOVE AND/OR ACCEPTANCE OF THIS DOCUMENT THAT THE PREPARER OF THIS DOCUMENT HAS NOT ADVISED THE PARTIES ON THE PROPRIETY OR SUITABILITY OF THE CONVEYANCE; HAS BEEN ENGAGED SOLELY FOR THE PURPOSE OF PREPARING THIS INSTRUMENT; HAS PREPARED THE INSTRUMENT ONLY FROM INFORMATION GIVEN TO PREPARER BY THE PARTIES AND/OR THEIR REPRESENTATIVES; HAS NOT VERIFIED THE ACCURACY OF THE CONSIDERATION STATED TO HAVE BEEN PAID OR UPON WHICH ANY TAX MAY HAVE BEEN CALCULATED; HAS NOT VERIFIED THE LEGAL EXISTENCE OR AUTHORITY OF ANY PARTY OR PERSON EXECUTING THE DOCUMENT; HAS NOT BEEN REQUESTED TO PROVIDE NOR HAS PREPARER PROVIDED A TITLE SEARCH, AN EXAMINATION OF TITLE OR LEGAL DESCRIPTION, AN OPINION ON TITLE, LEGAL REVIEW OR ADVICE OF ANY SORT, OR ADVICE ON PROPERTY TAXES, REASSESSMENTS, OTHER TAXES OR THE TAX, LEGAL OR NON-LEGAL CONSEQUENCES THAT MAY ARISE FROM THE CONVEYANCE; AND THAT THEY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE PREPARER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, AND COSTS OF EVERY NATURE ARISING THEREFROM. THE PARTIES HEREIN FURTHER AGREE AT ANY TIME, AND FROM TIME TO TIME, TO COOPERATE, ADJUST, INITIAL, EXECUTE, RE-EXECUTE AND REDELIVER SUCH FURTHER DEEDS AND DOCUMENTS, CORRECT ANY DEFECT, ERROR OR OMISSION AND DO ANY AND ALL SUCH FURTHER THINGS AS MAYBE NECESSARY TO IMPLEMENT AND CARRY OUT THE INTENT OF THE PARTIES IN MAKING THIS CONVEYANCE. PREPARER SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ARISING FROM MODIFICATIONS TO THIS DOCUMENT NOT MADE OR APPROVED BY THE PREPARER.

UNDER AND SUBJECT TO Covenants, Conditions and Restrictions as appear in the chain of title in the Recorder of Deeds of Monroe County.

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, the said Grantor, as well at law as in equity, of, in and to the same.

TO HAVE and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor, for herself and her heirs and assigns do hereby covenant and agree to and with the Grantee, its successors and assigns, that the said Grantor will SPECIALLY warrant title to the property herein conveyed.

IN WITNESS WHEREOF, the party of the first part have hereunto set her hand and seal. Dated the day and year first above written.

June Sabah (SEAL)
June Sabah

Commonwealth of Pennsylvania } ss
County of Monroe

On this, the 9th day of August 2023, before me, the undersigned Notary Public, personally appeared June Sabah, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sarah Custred
Notary Public
My commission expires: _____

Commonwealth of Pennsylvania - Notary Seal
Sarah Custred, Notary Public
Monroe County
My commission expires May 22, 2026
Commission number 1331065
Member, Pennsylvania Association of Notaries

The precise residence and the complete post office address of the above-named Grantee is:

969 Park Avenue, Apartment 3E, New York, NY 10028

Sarah Custred
On behalf of the Grantee

REV-183 EX (2-15)



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280693
Harrisburg, PA 17128-0693

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Elizabeth M. Field, Esq.		Telephone Number: (570) 424-8037	
Mailing Address 508 Park Avenue		City Stroudsburg	State ZIP Code PA 18360

B. TRANSFER DATA

Date of Acceptance of Document 08/9/2023			
Grantor(s)/Lessor(s) June Sabah		Telephone Number:	
Mailing Address 969 Park Avenue, Apt. 3E		Grantee(s)/Lessee(s) 111 Prospect Avenue, LLC	
City New York		State ZIP Code NY 10028	Telephone Number:
		Mailing Address 969 Park Avenue, Apt. 3E	
		City New York	State ZIP Code NY 10028

C. REAL ESTATE LOCATION

Street Address 13.90 acres on Knob Road		City, Township, Borough Mount Pocono Borough	
County Monroe County	School District Pocono Mountain	Tax Parcel Number 10/4/1/38	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 105,740.00	5. Common Level Ratio Factor x 1.78	6. Computed Value = 188,217.20 *

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____ 2% transfer tax being paid hereto

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 8/9/2023
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Tax Parcel Number 10/4/1/40

x 5P
3N

This Indenture, made the 9th day of October, 2020,

Between JUNE SABAH, of 8801 Shore Road, Apt 6EW, Brooklyn, NY 11209 and BRUCE A. SABAH, of 21590 Dortort Drive, Virginia City, NV 89521-7421, **Parties of the First Part**, and 111 Prospect Avenue LLC, a New York limited liability company, of 969 Park Avenue, New York, NY 10028, **Party of the Second Part**,

Witnesseth, that the Parties of the First Part, in consideration of ten (\$10.00) dollars and other valuable consideration, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part,

All of the following described tracts, pieces or parcels of land, situate in the County of Monroe, State of Pennsylvania, bounded and described as follows:

(1) Situate in the Borough of Mt. Pocono, County and State aforesaid,

BEGINNING at an iron pipe driven in the ground for a corner at the Southeast corner of Prospect Avenue and Ridge Alley thence, along the Easterly side of said Prospect Avenue, South nine degrees East four hundred seventy five feet, more or less, to the North side of a street called Railroad Street; thence, along the Northerly side of said Railroad Street, North sixty eight degrees forty five minutes East one hundred two and seven-tenths feet, more or less, to a stake, a corner of other lands of the parties of the hundred fifty two and three-tenths feet, more or less, to a stake on the Southerly side of Ridge Alley; thence, along the Southerly side of said Ridge Alley, South eighty one degrees West one hundred feet to the place **BEGINNING**.

(2) Situate in the Borough of Mount Pocono,

BEGINNING at a corner on the Southerly side of Ridge Alley, and being also a corner of lots 265 and 266 as shown on map of Town lots of L.T. Smith, Mt. Pocono, Pa., said map being filed in Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, in Plat Book, Vol. 1, page 47; thence, along the Southerly side of Ridge Alley, North eighty-one degrees East one hundred feet to a corner; thence, along the Westerly side of Ridge Alley South nine degrees East four hundred thirty and six-tenths feet to a corner; thence, along the Northerly side of Railroad Street, South sixty eight degrees forty five minutes West one hundred two and three-tenths feet to a corner; thence, by Lot No. 265, on said map, North nine degrees West four hundred fifty two and three-tenths feet to the place **BEGINNING**. CONTAINING one acre, more or less.

(3) Situate in the Borough of Mount Pocono,

BEGINNING at a corner on line of William Barnett warranty, and being at a corner of Lots Nos. 244 and 267, as shown on Map of Town Lots of L.T. Smith, Mt. Pocono, Penna., said map being on file in Plat Book, Vol. 1, page 47; thence, by the William Barnett warranty and land now or formerly of Knox and Mason, South forty five degrees thirty minutes East four hundred sixty three feet, more or less, to a corner; thence South sixty eight degrees West four

Tax Parcel Number 10/4/1/40

hundred sixty four feet, more or less, to a corner at the intersection of the Easterly side of Ridge Alley with the Southerly side of Railroad Street; thence, along the Easterly side of Ridge Alley, North nine degrees West four hundred seventy five and two-tenths feet to a corner in line of Lot No. 244; thence, by Lot No. 244, North eighty one degrees East one hundred seventy four feet to the place of **BEGINNING**, CONTAINING 3.2 acres, more or less.

BEING the same three parcels of property conveyed to the Grantors June Sabah and Bruce A. Sabah, by June Sabah, Trustee of the Rose M. Sabah First Restated Revocable Trust dated August 1, 2019 by Deed dated September 22, 2020, recorded in the Office of the Monroe County Recorder of Deeds on September 25, 2020 at Deed Book 2557, Page 880, and the same three parcels of property conveyed to the Rose M. Sabah First Restated Revocable Trust by Rose M. Sabah by Deed dated September 19, 2019, recorded in the Office of the Monroe County Recorder of Deeds on September 19, 2019 at Deed Book 2535, Page 9816, and the same parcel conveyed to Rose Sabah, by Deed dated September 11, 1997, from Gloria S. Jabara, Executrix under the Will of Edma M. Saab, recorded in the Office of the Monroe County Recorder of Deeds on October 14, 1997 at Deed Book 2040, Page 8923. Said property known as 111 Prospect Avenue, Mount Pocono, PA 18344

Together with all and singular buildings, improvements, ways, streets, alleys, passages, waters, water-courses, liberties, privileges, rights, hereditments and appurtenances whatsoever thereat belonging or in any way appertaining and the reversions and remainders, rents, and profits thereof and all the estate, right, title, interest, property claim and demand whatsoever of the said Grantees, in law or equity, or otherwise, of, in, and is the same and every part thereof.

To Have and to Hold, the premises hereby conveyed, the Grantor will warrant specially the property thereby conveyed, and that she, her heirs and personal representatives, will forever specially warrant and defend the property unto the Grantee, its distributees, personal representatives and assigns, against the claims and demands of the Grantor and all persons claiming by, through, or under her.

THE GRANTORS certify, pursuant to Act 97 of 1980, enacted July 7, 1980, Section 405 *et. seq.*, that no hazardous waste is presently being deposited by them on or in the land conveyed by the Deed, nor has any hazardous waste ever been deposited to their knowledge on or in the land conveyed by this deed. This paragraph is being inserted in this Deed pursuant to Section 405 of said Act of 1980.

In witness whereof, the parties of the first part has duly executed this deed the day and year first above written.


JUNE A SABAH YTEE
3771 71ST AVE S
BOYNTON BEACH FL 33438-6007

Cash Management Account® 2257

8/18/2023

August 18, 2023

Pay to the Order of Mt. Plover Brough \$ 500.00

Five hundred and 00/100 

MERRILL
A BANK OF AMERICA COMPANY

June Sabah

For June Sabah
⑆064301767⑆ 041183328856⑆ 2257

COMPANY RESOLUTION

We, the undersigned Members of 111 Prospect Avenue, LLC, (the "Company") do hereby certify the following to be a true and correct copy of a Resolution of the Members of the Limited Liability Company adopted at a special meeting held for that purpose on 8/16/2023.

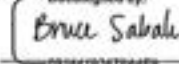
RESOLVED, that the Company convey 111 Prospect Avenue and Vacant Land on Knob Road, Mount Pocono, Mount Pocono Borough, Monroe County, Pennsylvania, to Ronald Walter Garrus, Jr. and Lisa Marie Hamilton, their heirs and assigns, for the consideration of \$825,000.00.

BE IT FURTHER RESOLVED, that June Saban, Allan Shapiro and Bruce Sabah are the only Members of the Company and hereby authorize and direct June Sabah to execute and deliver any and all indenture, title affidavits, settlement statement, addendums and such other closing documents as shall be required in order to consummate the sale.

111 Prospect Avenue, LLC

DocuSigned by:


June Sabah
DocuSigned by:


Allan Shapiro
DocuSigned by:


Bruce Sabah

Dated: 8/16/23

PROPOSED MOUNT POCONO CROSSING LERTA SCHEDULE

March 20, 2023

LERTA Year	LERTA Increment	Borough Impact					School District Impact		
		RE Tax Rev. *	Other Revenue	Total Revenue	Expenditures	Net Impact	RE Tax Rev. *	Expenditures	Net Impact
1	10%	\$52,820	\$44,580	\$97,400	\$63,920	\$33,480	\$166,344	\$0	\$166,344
2	20%	\$98,098	\$44,580	\$142,677	\$63,920	\$78,757	\$309,083	\$0	\$309,083
3	30%	\$143,375	\$44,580	\$187,955	\$63,920	\$124,034	\$451,822	\$0	\$451,822
4	40%	\$188,652	\$44,580	\$233,232	\$63,920	\$169,312	\$594,562	\$0	\$594,562
5	50%	\$233,930	\$44,580	\$278,509	\$63,920	\$214,589	\$737,301	\$0	\$737,301
6	60%	\$279,207	\$44,580	\$323,787	\$63,920	\$259,866	\$880,040	\$0	\$880,040
7	70%	\$324,484	\$44,580	\$369,064	\$63,920	\$305,144	\$1,022,779	\$0	\$1,022,779
8	80%	\$369,761	\$44,580	\$414,341	\$63,920	\$350,421	\$1,165,519	\$0	\$1,165,519
9	90%	\$415,039	\$44,580	\$459,618	\$63,920	\$395,698	\$1,308,258	\$0	\$1,308,258
10 +	100%	\$452,773	\$44,580	\$497,353	\$63,920	\$433,432	\$1,427,392	\$0	\$1,427,392
TOTALS		\$2,558,139	\$445,797	\$3,003,936	\$639,202	\$2,364,734	\$8,063,100	\$0	\$8,063,100

* Annual Real Estate Tax Revenue for the Borough and School District includes earnings on investments.





Brodhead Watershed Association

PO Box 339 • Henryville, PA 18332
570-839-1120 info@brodheadwatershed.org
www.brodheadwatershed.org

Officers

Annette Atkinson
President
Adam Mosher
Vice President
Jennifer Shukaitis
Secretary
Craig Todd
Treasurer

Executive Director

Alex Jackson
Turkhammock Twp.

Board of Directors

Annette Atkinson
Middle Smithfield Twp.
Donald Baylor
Hamilton Twp.
Damarly Bonilla-Rodriguez
Lehman Twp.
Mark Chehi
Riegelsville
Brittney Coleman
Stroud Twp.
Matt Diger
Barrett Twp.
Michelle Farley
Paradise Twp.
Catherine Folio
Chestnut Hill Twp.
Paula Heeschen
Stroudsburg
W. Michael Johnson
Narberth
Robert Lovenheim
Smithfield Twp.
Joe Memoli
Middle Smithfield Twp.
Don Miller
Paradise Twp.
Genevieve Martinelli
East Stroudsburg
Adam Mosher
Price Twp.
Michael Penn
Mt. Pocono
Stuart Poppel
Barrett Twp.
Tarah Probst
Stroudsburg
Barb Roberts
Barrett Twp.
Emily Rollinson
East Stroudsburg
Jennifer Shukaitis
Stroud Twp.
Darryl Speicher
Barrett Twp.
Eddie Stevens
Paradise Twp.
Craig Todd
East Stroudsburg

August 10, 2023

Mount Pocono Borough
Attn: Borough Council
1361 Pocono Blvd #100
Mt Pocono, PA 18344

RECEIVED
AUG 14 2023
MT. POCONO BOROUGH

RECEIVED
AUG 14 2023
BY: *[Signature]*

Dear Mount Pocono Borough Council,

It is more important than ever to become a municipal Conservation Partner of the Brodhead Watershed Association (BWA). Municipal support allows BWA to continue to work throughout the community to fulfill our clean water mission through educational and scientific programming.

Joining the Brodhead Watershed Association in the coming fiscal year will ensure that our water quality monitoring efforts continue - at almost 100 sites and across 17 townships throughout the Brodhead watershed. In addition, municipal support helps sustain our educational programming, community engagement and collaboration, as well as municipal technical assistance.

Since our founding in 1989, the Brodhead Watershed Association has dedicated its mission to assure clean and abundant water throughout the Brodhead and Cherry Creek regions. Through the years, BWA has worked to develop educational programs and opportunities to learn about and understand the importance of clean water and the factors that threaten it. We invite you to join leading municipalities in Monroe County in safeguarding a clean water future in the Brodhead Watershed.

Caring for clean water is the surest way to protect not only our community health, but our local economy as well, working together to conserve pure water and world class outdoor recreation for generations to come. We look forward to recognizing your municipal Conservation Partnership at our events throughout the year, on our webpage, and in our Annual Report to the community.

BWA would love to attend an upcoming work session to provide more information about BWA's efforts and outreach in the community or answer any questions the Borough may have. Thank you for your consideration in helping us to continue this work and uphold our mission.

Sincerely,

Stephanie Ubranowsky

Stephanie Ubranowsky,
BWA, Admin & Communications Specialist

Would you consider joining BWA as a River Steward partner this year?

Brodhead Watershed Association is a 501(c)(3) non-profit organization. All donations are tax-deductible.



2022-Powell's Sales and Service, Inc.
Scott Township, PA 18411

Estimate

Phone # (570) 587-2743
Fax # (570) 586-6553

Date	Estimate #
8/7/2023	33721

Name / Address
Mount Pocono Borough 1361 Pocono Boulevard Suite 100 Mount Pocono, PA 18344

Customer Fax No. = 570-839-0981

Rep	Project
MS	

Item	Description	Qty	Cost	Total
COSTARS	Pricing As Per COSTARS 25 - Municipal Work Vehicles Powell's Contract # - COSTARS 025-090 Powell's State Vendor # 136442			0.00T
18SBL	Magnum Headache Rack, 18" Service Body Rack with Lights	1	829.00	829.00T
COMMANDER	strobe oval in place of back up light, back up light now in STT oval. in Magnum rack	1	99.00	99.00T
8893148	48 Inch Amber/Clear LED Light Bar With Wireless Controller	1	854.85	854.85T
ECCO E92006	ECCO LED Square Worklamp as alley lights mounted on magnum rack	2	54.42	108.84T
8894142	42 INCH LED TRAFFIC ADVISOR/STROBE/FLOOD LIGHT to be mounted in magnum rack.	1	887.63	887.63T
6391207	SIX SWITCH PANEL FOR DIRECTIONAL WARNING LIGHTS	1	94.42	94.42T
530	Back Up Alarm, 102DBA, 12-24VDC	1	125.00	125.00T
ED3704AC	ECCO Surface Mount Led Strobe Light -4 LED AMBER/ CLEAR Grill mount	4	71.34	285.36T
Ecco 9014A	tow hook mount area	2	91.00	182.00T
ED9040AW	Hide-A-LED™ Concealed Warning AMBER/WHITE REAR bumper angles	2	86.74	173.48T
ED3704AC	ECCO Surface Mount Led Strobe Light -4 LED AMBER/ CLEAR REAR BUMPER FLAT	2	71.34	142.68T
ED3705AC	ECCO Surface Mount LED Strobe -6 LED AMBER/ CLEAR TOP EDGE UTILITY BODY	2	90.61	181.22T
1492238	Buyers Products 6 Inch Wide LED Scene Light is ideal for first responders and rescue vehicles like fire trucks and ambulances. The 45 degree angled fixture with 20 in. blunt-cut leads is easy to install on any flat surface. It casts a bright 2296 lumens of light across a wide area.	2	53.61	107.22T
Shop Supplies	6 Inch Wide LED Scene Light - Rectangular Lens. REAR UTILITY BODY Small quantity parts to complete job, wire, loom, fuse kits etc. , environmental supplies		91.00	91.00T
Labor - Shop	Labor - Shop	16	125.00	2,000.00T

NOTE: 6% SALES TAX and 12% FET Tax MAY APPLY to pricing listed above.

Total

Web Site www.powellsequip.com

Customer Signature

ALL WARRANTY OR REPAIR WORK DONE AT ANY PLACE OTHER THAN POWELL'S WILL BE THE RESPONSIBILITY OF THE OWNER. We propose to furnish materials and labor as listed above. All quoted material is guaranteed to be as specified. Any alteration or deviation from the above specifications will be executed only upon written orders and will become an EXTRA CHARGE.
QUOTES VALID FOR 30 DAYS.



2022-Powell's Sales and Service, Inc.
 Scott Township, PA 18411

Estimate

Phone # (570) 587-2743
 Fax # (570) 586-6553

Date	Estimate #
8/7/2023	33721

Name / Address
Mount Pocono Borough 1361 Pocono Boulevard Suite 100 Mount Pocono, PA 18344

Customer Fax No. = 570-839-0981

Rep	Project
MS	

Item	Description	Qty	Cost	Total
bed liner98	spray on bed liner under the rail 98" utility beds *****add \$ 150 for over the rail option*****	1	1,050.00	1,050.00T
Labor - Shop	Labor - Shop remove and repair damaged front of utility body center where the welds broke due to sliding object. RoadCrew@MountPocono-PA.gov emailed 8/15/23 1047am MS	12	125.00	1,500.00T
			0.00%	0.00

NOTE: 6% SALES TAX and 12% FET Tax MAY APPLY to pricing listed above.

Total \$8,711.70

Web Site www.powellsequip.com

Customer Signature _____

ALL WARRANTY OR REPAIR WORK DONE AT ANY PLACE OTHER THAN POWELL'S WILL BE THE RESPONSIBILITY OF THE OWNER. We propose to furnish materials and labor as listed above. All quoted material is guaranteed to be as specified. Any alteration or deviation from the above specifications will be executed only upon written orders and will become an EXTRA CHARGE.
 QUOTES VALID FOR 30 DAYS.



WORK AUTHORIZATION

Company: MOUNT POCONO BOROUGH
Phone: _____
Attention: JIM
Date: 8/8/23

Requesting authorization for the following repairs:

Remove and replace 8 pins and bushings for the loader bucket and bucket linkage. Remove and replace rotten hydraulic tubes and hydraulic lines for the loader lift and bucket circuit. Remove and replace brake lines that are leaking, also ride control lines that are rusted. Remove and replace auxiliary tubes that are rusted. Remove and replace quick coupler lines that are rusted. Remove and replace 10 pilot lines that are rusted. Remove and replace front break tube that is rotted. Remove and replace front cutting edge.

Parts	<u>\$19,347.78</u>
Labor	<u>\$12,432.00</u>
Current Charges	<u>\$1,271.75</u>
Shop Supplies	<u>\$500.00</u>
TOTAL	<u>\$33,551.29</u>

Note: This is an estimate, not a quote. Price does not include tax or freight charges. Authorized signature will be considered contract for repairs. Repairs will not commence until a signed work authorization is received.

Authorized Signature: _____

Print Name: _____

Date: _____

For questions regarding this estimate, please contact us:

Michael Strohl - Stroudsburg Branch Manager

(570) 420-0877

mstrohl@medicoce.com

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2023



JPA MASONRY,LLC
PO BOX 452
MT POCONO PA 18344
OFFICE- 570-839-9656/ FAX-570-839-8500
PA REGISTRATION # 014651

DATE:
September 14, 2023
PROPOSAL NO:
09142023-1

<i>and</i> BUYER/ OWNER	NAME Mt Pocono Dog Park			
	PROJECT ADDRESS 1361 Pocono Blvd	CITY Mt Pocono	STATE/ZIP PA 18344	PHONE 570-839-8436
	ALTERNATE ADDRESS (IF ANY) mduffy@mountpocono-pa.gov	CITY	STATE/ZIP	PHONE Ext 301

Project To Begin: _____

Contract Completion Date: _____

Date Of Plans: _____ Architect: _____ Engineer: _____

Work performed at _____

(Street Address And Legal Description If Known)

We hereby propose to furnish the following work: Sidewalk - 180' of 4" wide sidewalk with 8x16 area inside the gate - \$14,713

- * Excavate 8" of earth for entire area of sidewalk.
- * Install 4" of stone base.
- * Install 4" of concrete sidewalk.
- * Top of sidewalk to be at the bottom of the entry gate.
- * Excavated material to be dumped at the borough site.

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of \$14,713.00

The payment schedule will be: (1) Down payment of \$7,356.50 (2) Payment schedule as follows: Balance due upon completion.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X _____ /23

OWNER/BUYER SIGNATURE DATE

X _____ /23

OWNER/BUYER SIGNATURE DATE

CONTRACTOR SIGNATURE
© 2023 ABCA Forms.

Rev 202311020001

Estimate

Kobalt Construction Inc
 216 Route 196
 Tohvhanna PA 18466

Date	Estimate No.
9/19/2023	3334

Customer Information
Borough Of Mount Pocono 303 Pocono Boulevard Mount Pocono Pa 18344

Project Information
Dog Park Sidewalks Borough of Mt Pocono Behind Borough Building

Phone #	Fax #	E-mail	Web Site	ESTIMATOR. J
570-895-4613	570-614-2134	jkollar@kobaltconstruction.com	www.kobaltconstructi...	Estimate Valid 30 Days

Description	Total
Hereby Submit Proposal for New Sidewalks in front of Dog Park Behind the Borough Building Per e-mail sketch Provided 9-12-23 Aprox 4' x 180' 4" thick and 2 8x8 pads	
4" Concrete Sidewalks 4000 PSI A/E with Fibre and Broom Finish Sealer to be applied and sawcuts C.J. at 5' O.C. 4" Stone Prep under sidewalks Remove Topsoil and Min Restoration at completion Lack of grading plan we can not guarantee ADA compliance. We will shoot grades once on site and point out any areas of concern or issues. Trees to remain. 2 x 4 ADA Domes \$ 400 EA	12,955.00
Exclusions or By Others: Testing- Permits- Layout-Bonding- Union or Union Wages Rock Excavation or Blasting Unsuitable Soil Winter Conditions Wet Conditions..Caulking.,	0.00

All Material is gauranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviations from above specifications involving extra cost will be executed by written or verbal change order as an added cost to this estimate.

Payment Schedule as follows: Net 15 days unless otherwise noted.

Total	\$12,955.00
--------------	--------------------

Customer _____	Date: _____	Kobalt Constr. _____	Date _____
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