



**Pocono Mountains Municipal Airport - Project Status Report**  
**Authority Meeting:**  
**March 21, 2018**

**Task Order #2 – Relocate ASOS (Delta Project 15048)**

- Delta will continue to monitor the closeout of the Reimbursable Agreement. This might not occur until as late as the summer of 2018.

**Task Order #3 –Construct North Ramp Taxiways (Delta Project 15128) – Design Phase**

- Final invoicing will occur by the end of March so that the final reimbursement may be submitted by April 30. The grant closes June 30, 2018.

**Task Order #4 –Construct North Ramp Taxiways (Delta Project 15128) – Construction Phase**

- The Industrial NPDES Permit application is back with the DEP as of January 25, 2018. This is the revised application on which we anticipate approval. We are continuing to check with the DEP for status update.
- The Authority has accepted the grant offer for Alternate 1. DotGrants shows the grant currently as “Agreement Accepted”. The next step will be “Grant Awarded”, which should be within 1 to 2 weeks and is the final step in the grant process.
- The Authority may vote to make the award to Leeward at their March 21 meeting. Once complete, Delta will assemble and send out the contract package to Leeward.
- Delta has spoken with Rob Betz to provide an update on the project. The conversation was positive and we forwarded Rob documents related to Moses’ exclusion of certain NPDES permitting compliance items.
- **Things Dave Moyer Needs to Sign on March 21:**
  - The project land development plans must be signed by all relevant parties so that they may be recorded with the County. The flow of signatures is as follows: Authority -> Rettew -> Township Supervisors -> Township Planning Commission -> Recorder of Deeds. This will need to be notarized (Bonnie will be ready at the meeting for this). Adam will then take the plans and give to Rettew.
  - The “Improvements Agreement” must be executed by the Authority. This document was finalized in May 2017 with the Township Attorney (Hanna) but can only now be executed with the project Award. The Agreement will be presented to the Township for their signature once the Leeward construction Bonds are in place (obtaining these Bonds is a function of the Award to Leeward, and will lag the Award by about 2 to 3 weeks). Once we have the Bonds, Delta/Rettew will facilitate having the County sign the Improvement’s Agreement. This *should* be the final step in Township approvals.

- **Things Dave Moyer Needs to Sign in the Next Few Weeks:**
  - The following 2 documents pertain to the recording of the Post Construction Stormwater Management Plans. This is the process that publicly records the existence of the stormwater features at the Airport. The 2 documents have been provided to Geoff Worthington for review, and I have attached copies with this report as well for your perusal. Once Geoff has reviewed, they can be provided to Dave . The 2 documents are:
    - Post Construction Stormwater Management Instrument Filing Notice
    - Declaration of Restrictions and Covenants

#### **Letter Agreement #1 (NPDES Industrial Permitting)**

- Delta invoiced the Authority for this work to date under the Letter Agreement.

#### **Letter Agreement #2 (Re-Bid Services)**

- Delta invoiced the Authority for final work under the Letter Agreement.

#### **JACIP & Grants**

- The Authority submitted a request for a Capital Budget release on September 22 for the T-Hangar building in the amount of \$800,000 (\$1,600,000 total project). A State budget resolution will be required before any funds are released.

#### **Other Items**

- Ridge Pocono Partners – likely update by George Strunk.

### **END STATUS REPORT**



## POST CONSTRUCTION STORMWATER MANAGEMENT (PCSM) INSTRUMENT FILING NOTICE

**Regulatory Requirement:** This PCSM Instrument Filing Notice serves to fulfill the PCSM obligations referenced in 25 Pa. Code §§ 102.7 (related to permit termination) and 102.8(m) (related to PCSM long-term operation and maintenance requirements).

**Applicability:** For any property containing a PCSM best management practice (BMP), the permittee or co-permittee, who are presently covered under an Individual National Pollution Discharge Elimination System (NPDES) Permit for Discharges of Stormwater Associated with Construction Activities, the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities (PAG-02), an Erosion and Sediment Control Permit (ESCP), or an Erosion and Sediment Control General Permit (ESCGP) for Earth Disturbance Associated with Oil and Gas Exploration, Production, Processing, or Treatment Operations or Transmission Facilities shall use this PCSM Instrument Filing Notice to record an instrument with the Recorder of Deeds Office. ***If the project is associated with a new subdivision, the instrument is to be recorded prior to issuance of the first deeds and is to be explicitly referenced in every first deed recorded in association with the project and subdivision.***

Per 25 Pa. Code §102.8(m)(2), the instrument will assure disclosure of the PCSM BMP(s) and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP(s), provide for the necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provide notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s) is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees, and provide proof of filing with the Notice of Termination under §102.7(b)(5) (relating to permit termination). **Documents attached as Exhibits to this PCSM Instrument Filing Notice shall include: Instrument For the Declaration of Restrictions and Covenants, record drawings/as-builts (the approved PCSM Plan may be attached in lieu of record drawings/as-builts if construction of the PCSM BMP(s) has not been completed by time of filing), all applicable landowner agreements, and the long-term operation and maintenance plan which clearly outlines all applicable operation and maintenance activities necessary for the associated PCSM BMP(s). Be advised, once record drawings/as-builts become available, they are to be included as an amendment to the instrument.**

Unless later dates are approved by the Department of Environmental Protection (Department) in writing, the permittee or co-permittee shall record the instrument within **45 days** from the date of permit issuance or authorization, and provide the conservation district and the Department with the date and place of recording along with a reference to the docket, deed book or other record, within **90 days** from the date of permit issuance or authorization.

<b>1. Parcel Information (attach additional sheets as necessary):</b>	
Uniform Parcel Identifier (UPI)/Tax Parcel ID #:	#03-6356-00-41-7643; #03-6356-00-22-7190; #03-6356-00-51-2470; 03-6356-03-03-2335; #03-6356-00-55-1425; #03-6356-03-03-8085; #10-6355-61-96-00812; #03-6356-00-34-6381; #03-6356-00-44-9049
Municipality: <u>Coolbaugh Township</u>	County: <u>Monroe</u>
Lot(s): <u>N/A</u>	Unit(s): <u>N/A</u>

2. **Project Information:**

Project Name: Construct North Ramp Taxiways

Property Owner Name (if not the same as Permittee identified below):

(Same as below)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. **Index Information:**

Permittee Name (as displayed on the current permit):

Pocono Mountains Municipal Airport Authority

Title:

Construct North Ramp Taxiways

Business Entity (if applicable):

Pocono Mountains Municipal Airport

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OR

Co-Permittee Name (as displayed on the current permit):

\_\_\_\_\_  
Title:

Business Entity (if applicable):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. **Acknowledgements:**

Commonwealth of Pennsylvania  
County of Monroe

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, **the property owner of the premises described in this PCSM Instrument Filing Notice**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

**NOTARY SEAL**

\_\_\_\_\_  
Notary Public My Commission Expires

Commonwealth of Pennsylvania  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, having a title of \_\_\_\_\_ within the business entity of \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

**NOTARY SEAL**

\_\_\_\_\_  
Notary Public My Commission Expires

Commonwealth of Pennsylvania  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, having a title of \_\_\_\_\_ within the business entity of \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

**NOTARY SEAL**

\_\_\_\_\_  
Notary Public My Commission Expires

## DECLARATION OF RESTRICTIONS AND COVENANTS

This Declaration of Restrictions and Covenants made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Pocono Mountains Municipal Airport Authority (the "Grantor"), having an address of 188 Airport Drive, Tobyhanna, PA 18466.

### **WITNESSETH:**

WHEREAS, Grantor is the owner of certain land situated in Coolbaugh Township, Monroe County, Pennsylvania, containing +/- 368 acres and being designated as Pocono Mountains Municipal Airport, County Tax Parcels:#03-6356-00-41-7643; #03-6356-00-22-7190; #03-6356-00-51-2470; 03-6356-03-03-2335; #03-6356-00-55-1425; #03-6356-03-03-8085; #10-6355-61-96-00812; #03-6356-00-34-6381; #03-6356-00-44-9049; and

WHEREAS, Grantor has agreed to provide this Declaration of Restrictions and Covenants to protect the Property; and

WHEREAS, the Property is included within the boundary of a NPDES Permit for Discharges Associated with Construction Activity (PAD450014) which permit identifies certain Post Construction Best Management Practices (PCBMPs) located on the Property;

WHEREAS, Grantee has agreed to be responsible for implementation of the approved Operation and Maintenance Plan for the PCBMPs located on the Property as described in the Operation and Maintenance Plan which is attached to this Declaration of Restrictions and Covenants as Appendix 1 and incorporated herein.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Declaration of Restrictions and Covenants, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor provides and files this Declaration of Restrictions and Covenants:

1. Purpose. It is the purpose of this Declaration of Restrictions and Covenants to provide notice and to the operation and maintenance of the PCBMPs on the Property and to prevent the use or development of the Property in any manner that will impair or conflict with the operation and maintenance of the PCBMPs.

2. Declaration of Restrictions and Covenants. Grantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Declaration of Restrictions and Covenants which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

Grantor hereby grants and conveys this Declaration of Restrictions and Covenants in Gross with respect to the Property.

3. Perpetual Duration. The provisions of this Declaration of Restrictions and Covenants shall be deemed to be covenants running with and binding the land comprising the Property, and shall continue in perpetuity.

4. Rights Department of Environmental Protection. To accomplish the purposes stated above, the following rights are conveyed to the Pennsylvania Department of Environmental Protection (Department):

(a) To identify, to preserve and to protect in perpetuity the PCBMPs in a manner consistent with the Operation and Maintenance Plan.

(b) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Declaration of Restrictions and Covenants.

(c) To proceed at law or in equity to enforce the provisions of this Declaration of Restrictions and Covenants, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

5. Reserved Rights. Grantor reserves and excepts unto itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration of Restrictions and Covenants.

6. Successors. The covenants, terms and restrictions of this Declaration of Restrictions and Covenants shall be binding upon and inure to the benefit of the Grantor hereto and its successors and assigns and shall continue as a servitude running with the Property in perpetuity.

7. Subsequent Transfers. The terms of this Declaration of Restrictions and Covenants shall be incorporated by reference into any deed or other legal instrument by which Grantor divests itself by sale, exchange, devise or gift of all or any portion of the Property. Failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Declaration of Restrictions and Covenants or limit its enforceability in any way. Upon valid sale or transfer of Grantor's ownership interest to a successor or assign and notice as required by this paragraph, Grantor shall be released from any responsibility for any violation of the terms of this Declaration of Restrictions and Covenants caused by Grantor's successors or assigns or any third party which occurs subsequent to such sale or transfer.

8. Recordation. Grantor shall record this instrument in the Official Records of Monroe County, Pennsylvania. Grantor shall pay all recording costs necessary to record this Declaration of Restrictions and Covenants in the public records.

9. Notices. All notices, consents, approvals or other communications required under the provisions of this Declaration of Restrictions and Covenants shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent

by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

10. Miscellaneous Provisions.

(a) Severability. If any provision of this Declaration of Restrictions and Covenants or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration of Restrictions and Covenants and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

(b) Amendment. This Declaration of Restrictions and Covenants may not be amended, terminated, or in any way modified by the Grantor without the express approval of the Department.

(c) Controlling Law. The interpretation and performance of this Declaration of Restrictions and Covenants shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.



IN WITNESS WHEREOF, the undersigned, being the Grantor herein, have hereunto set their hands and seals on the day and year first above written.

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONROE

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public