POCONO TOWNSHIP COMMISSIONERS
AGENDA
November 2, 2026 | 6:00 p.m.
205 Old Mill Rd, Tannersville, PA

Zoom Participation
https://us06web.zoom.us/j/88141116777?pwd=CzBtnwU4NX3aOcNj3a7oQ7bpgN3BZb.1
Meeting ID: 881 4111 6777
Passcode: 505976

Open Meeting

Pledge of Allegiance

Roll Call

Announcements –.

Public Comment-

Public Comment Policy has changed.

At the beginning of each meeting, any member of the public may speak for up to three (3) minutes on any Township business.

During consideration of action items on the agenda, Pocono Township residents, elected officials, and defined stakeholders, may provide additional comment, limited to one (1) minute per item."

Presentations

Hearings - Pocono Township Manager Ordinance 2026-12

- Motion to open the hearing for Ordinance 2026-12 to approve the Pocono Township Manager Ordinance. ***(Action Item)***
- Motion to close the hearing for Ordinance 2026-12 to approve the Pocono Township Manager Ordinance ***(Action Item)***
- Motion to _____ Ordinance 2026-12 Pocono Township Manager Ordinance. ***(Action Item)***

Resolutions

- Motion to approve Resolution 2026-35 Granting a time extension of____ for LDP 1449 Rte. 611 Hotel/Retail project revised final LDP. ***(Possible Action Item)***

- Motion to approve Resolution 2026-33 granting an extension of ___mo./yr. of time to satisfy outstanding conditions of plan approval for LDP 1360 & 1313 Running Lane ***(Possible Action Item)***
- Motion to approve Resolution 2026-37 Establishing a Township policy to observe Trick Or Treat on Halloween October 31st 6pm to 8pm. ***(Possible Action Item)***

Consent Agenda

- Motion to approve a consent agenda of the following items: ***(Possible Action Item)***

    - Old business consisting of the minutes of the October 19, 2026 regular meeting of the Board of Commissioners.

    - Financial transactions through November 2, 2026 as presented, including ratification of expenditures in the amount of $437,518.18 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. Discussion: ***(Action Items)***

NEW BUSINESS

- Motion to extend for 12 months the Time period for review regarding the PRD – The Ridge - Phase 1 ***(Possible Action Item)***
- Motion to approve a cross walk to be painted from the Township Municipal parking lot to the Learn Nature Preserve trailhead across Old Mill Road. ***(Possible Action Item)***
- Motion to offer a virtual attendance option for all BOC work sessions. ***(Possible Action Item)***
- Motion to approve the contract for supplying and installing railing at the TLC Spillway to Build All in the amount of $5,100.00 ***(Possible Action Item)***
- Motion to approve the PenTeleData General Agreements for the Blueridge Upgrades: 205 Old Mill Rd and 104 Mountain View Park to convert from cable to fiber. ***(Possible Action Item)***

Personnel

Report of the President

Ellen Gnandt

Commissioner Comments

Matt Long – Vice-Chairman

Natasha Leap – Commissioner

Dan McCreary – Commissioner

Charles Keppler – Commissioner

Reports

Township Manager's Report –

Public Works/Sewer Report – Patrick Briegel
- Penn Bids

Police – Chief James Wagner

Zoning – SFM Consulting – Paul Morgan

Fire Report – Corey Sayer – Quarterly Fire Report

Township Engineer Report – T&M Associates

Township Solicitor Report – Broughal & DeVito, L.L.P.

- Request for Liquori License Transfer Hearing discussion. ***(Possible Action Item)***

Adjournment

LAW OFFICES
BROUGHAL & DEVITO, L.L.P.
38 WEST MARKET STREET
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL
LEO V. DEVITO, JR.
JOHN S. HARRISON
JAMES F. PRESTON*
LISA A. PEREIRA*
ERIKA A. FARKAS
ANTHONY GIOVANNINI, JR.

*ALSO MEMBER NEW JERSEY BAR

TELEPHONE
(610) 865-3664
FAX
(610) 865-0969
E-MAIL
lawyers@broughal-devito.com
WEBSITE
www.broughal-devito.com

October 21, 2026

VIA ELECTRONIC MAIL

Pocono Mountains Media Group
511 Lenox Street
Stroudsburg, PA 18360

RE: Pocono Township- Advertisement of Legal Notice
Township Manager Ordinance

Dear Sir or Madam:

With respect to the above matter, enclosed please find a Legal Notice to be advertised one (1) time in your periodical on ***Monday, October 26, 2026.***

Please send proof of publication and the invoice to:

Patrick Briegel, Interim Township Manager
205 Old Mill Road
Tannersville, PA 18372

Also, enclosed is a certified copy of the proposed Ordinance for your records only (**not to be advertised**). Should you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Lisa A. Pereira

Lisa A. Pereira

Enclosures

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 2nd day of November, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372 (the "Municipal Building"), an Ordinance amending the Pocono Township Code of Ordinances, Part I, Administrative Legislation; Chapter 28, Officers and Employees; Article II, Manager; § 28-10 Qualifications, amending such qualifications and Repealing All Ordinances And Parts Of Ordinances Inconsistent therewith. Copies of the proposed Ordinance are available for review at the Municipal Building, during normal business hours.

Leo V. DeVito, Jr., Solicitor
Pocono Township
38 West Market Street
Bethlehem, PA 18018

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	682477
Customer Name:	Pocono Township Board Of Commissioners
Customer Address:	Pocono Township Board of Commissioners 205 Old Mill Road, # 2 Tannersville PA 18372
Contact Name:	Patrick Briegel
Contact Phone:	
Contact Email:	pbriegel@poconopa.gov
PO Number:	11.2 Public Meeting

Date:	10/21/2026
Order Number:	12724704
Prepayment Amount:	$ 0.00

Column Count:	2.0000
Line Count:	22.0000
Height in Inches:	2.3000

Print

Product	#Insertions	Start - End	Category
STR Pocono Record	1	10/26/2026 - 10/26/2026	Govt Public Notices
STR poconorecord.com	1	10/26/2026 - 10/26/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$67.92
Tax Amount	$0.00
Service Fee 3.99%	$2.71
Cash/Check/ACH Discount	-$2.71
Payment Amount by Cash/Check/ACH	$67.92
Payment Amount by Credit Card	$70.63

Order Confirmation Amount	**$67.92**

Ad Preview

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 2nd day of November, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372 (the "Municipal Building"), an Ordinance amending the Pocono Township Code of Ordinances, Part I, Administrative Legislation; Chapter 28, Officers and Employees; Article II, Manager; § 28-10 Qualifications, amending such qualifications and Repealing All Ordinances And Parts Of Ordinances Inconsistent therewith. Copies of the proposed Ordinance are available for review at the Municipal Building, during normal business hours.

Leo V. DeVito, Jr., Solicitor
Pocono Township
38 West Market Street
Bethlehem, PA 18018

P - October 26, 2026

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2026- 12

AN ORDINANCE OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODE OF ORDINANCES OF POCONO TOWNSHIP, PART I, ADMINISTRATIVE LEGISLATION; CHAPTER 28, OFFICERS AND EMPLOYEES; ARTICLE II, MANAGER; SECTION 28-10, QUALIFICATIONS, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH

WHEREAS, the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania (the "BOC"), enacted Ordinance 2024-04 which repealed Ordinance Nos. 2014-01, 2016-02, 2016-05, and 2018-10; and

WHEREAS, Ordinance 2024-04 also clarified the establishment of the position of Township Manager and set forth the powers and duties of the Township Manager as specifically set forth therein; and

WHEREAS, the BOC seeks to further amend the Township Manager's qualifications set forth at the Township's Code of Ordinance's, § 28-10; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania, and it is hereby ***ENACTED AND ORDAINED*** by virtue of the power vested in the Board of Commissioners by the First Class Township Code as follows:

SECTION 1. The Township of Pocono, Monroe County, Pennsylvania Code of Ordinances; Part I *Administrative Legislation*; Article II *Manager*; § 28-10 *Qualifications* is hereby deleted in its entirety and replaced as follows:

"**§ 28-10 Qualifications**.

The Township Manager shall be chosen solely on the basis of his or her executive and administrative qualifications, with special reference to his or her actual experience in or his or her knowledge of accepted practices in respect to the duties of the office as herein outlined. The Township Manager need not be a resident of the Township or of the State of Pennsylvania at the time of his or her appointment, but should reside within close proximity so as to be available to the Township for the performance of unusual duties as well as emergency duties. No Commissioner shall be appointed as Township Manager during the term for which he or she was elected or within one year after the expiration of that elected term. The Township Manager shall have no interest in contracts of the Township, shall not be in debt to the Township, including for past-due real estate taxes, earned income taxes or any other taxes owed to the township, and shall not at the time of his or her appointment be related to any of the Township Commissioners."

SECTION II. SEVERABILITY. The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in

whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION III. REPEALER. All Ordinances or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION IV. EFFECTIVE DATE. This Ordinance shall be effective five (5) days after adoption.

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2026.

ATTEST:

TOWNSHIP OF POCONO,
MONROE COUNTY,
PENNSYLVANIA

_____
PATRICK BRIEGEL
Interim Co-Township Manager

_____
ELLEN GNANDT
President, Board of Commissioners

I hereby certify that the within is a true and
correct copy of the proposed Ordinance in this matter.

Lisa A. Pereira, Esquire
Solicitor
Pocono Township, Monroe County

HanoverEngineering

3355 Route 611 • Suite 1 • Bartonsville, PA 18321-7822
Phone: 570.688.9550 • Fax: 570.688.9768 • HanoverEng.com

October 8, 2026

Via Email: pbriegel@poconopa.gov and
kmacdougall@poconopa.gov

Board of Commissioners
Pocono Township
205 Old Mill Road
Tannersville, PA 18372

RE: Trap Enterprises, LLC
Trap Enterprises Rt 611 Project – Revised Land Development Plan
Pocono Township, Monroe County
Hanover Project PA-1277
Pocono Township LDP #1449

Dear Board Members:

On behalf of our client, Trap Enterprises, LLC., we would like to request a time extension to the Conditional Final approval for the above-mentioned project to address the outstanding conditions as described in Township of Pocono, Monroe County, Pennsylvania Resolution No. 2025-41, dated November 17, 2025 for the plan entitled "Trap Enterprises Rt 611 Project – Revised Land Development Plan" and as referenced in Resolution No. 2025-41 as "Trapasso Hotel." Additional time is required to obtain outside agency approvals associated with the project.

We would like to request a time extension of the Conditional Final Approval for an additional 365 days from the current expiration date of November 17, 2026 to obtain the outstanding outside agency permits and approvals.

Upon receipt and review, should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully,

HANOVER ENGINEERING

Salvatore J. Caiazzo, PE
Project Engineer

sjc:ebr
S:\Projects\Private_PA\01200-01299\PA-1277 Lot 1 Hotel and Retail LDP\Docs\2026-10-08 Pocono Twp-Time ExtReq.docx

cc: Vincent Trapasso (via email: vint@desakirestaurant.com)
Amy Montgomery, PE, T&M Assoc., (via e-mail AMontgomery@tandmassociates.com)
Lisa Pereira, Esq., (via e-mail lisapereira@broughal-devito.com)
Brian Winot (via e-mail bwinot@nesitecontractors.com)
William Cramer, Esq., (via e-mail wbcramer@csmjslawyer.com)

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-35

A RESOLUTION GRANTING AN EXTENSION OF TIME TO SATISFY CONDITIONS OF THE PLAN APPROVAL OF THE ROUTE 0611 HOTEL PROJECT

WHEREAS, Trap Enterprises, LLC, predecessor-in-interest to Trapasso and Winot Enterprises, LLC, the applicant, obtained conditional approval of a preliminary/final land development plan application for a plan titled "Trapasso Hotel" (the "Plan"), as evidenced by Resolution No. 2022-10; and

WHEREAS, the Plan was revised to include a 2-story retail building having a total area of 7,200 s.f. and a 110-room hotel (the "Revised Plan"); and

WHEREAS, on November 17, 2025, the Pocono Township Board of Commissioners enacted Resolution No. 2025-41 which granted conditional preliminary/final plan approval of the Plan; and

WHEREAS, Resolution No. 2025-41 required that the applicant meet all conditions of the preliminary/final plan approval and record the Plan within twelve (12) months of the Conditional Preliminary/Final Plan approval, and if such conditions were not met, the Conditional Preliminary/Final Plan approval would be considered void; and

WHEREAS, the applicant was unable to satisfy the conditions of plan approval and record the Plan within twelve (12) months of the Conditional Preliminary/Final Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2025-41.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, Trapasso and Winot Enterprises, LLC, shall have a period of _____ (_____) months from the date of this Resolution to satisfy the conditions plan approval and record the Plan as set forth in Resolution No. 2025-41. In the event the conditions are not met during this time period, the Conditional Preliminary/Final Plan approval shall be null and void.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono, the _____ day of _____, 2026.

ATTEST:

Township of Pocono
Board of Commissioners

By:_____
Print Name: Patrick Briegel
Title: Interim Township Co-Manager

By:_____
Print Name: Ellen Gnandt
Title: President

POCONO TOWNSHIP MONROE COUNTY SEAL PENNSYLVANIA

Bue-Morris Associates, Inc.
CIVIL ENGINEERS AND PLANNERS
275 South Sterling Road • P.O. Box 201 • Newfoundland, PA 18445-0201 • T: (570) 676-5473 • F: (570) 676-5473 • www.buemorris.com

October 5, 2026

Pocono Township Board of Commissioners
P.O. Box 197
Tannersville, PA 18372

REFERENCE: Running Lane Proposed Hotel Land Development Plan

Gentlemen:

I am writing to you at this time to waive the specific requirement set forth in the Pocono Township Subdivision and Land Development Ordinance requiring a decision by you within ninety (90) days from the date of the plan submission receipt date.

Please do not take our plan off the agenda. We agree to waive the requirement that the Board of Supervisors render a decision on our plan within the time specified in the Ordinance.

REASON FOR EXTENSION:

We are awaiting the formal Agreements for the Land Development Plan and have met all the other requirements. The Township Engineer has stated in the letter dated 3-34-26 that all engineering related comments have been satisfied.

ADDITIONAL TIME REQUESTED:

We would like to extend time limit for 9 months until the June 5 of 2027. Please inform me to the next deadline date for the project.

Thank you for your kind cooperation.

Very Truly Yours,

Sarah J. Bue-Morris, P.E.

cc: Silvio Vitiello, Applicant
Melissa Prugar, P.E., Boucher & James, Inc.
Patrick Briegel, Pocono Township
Krisann MacDogall, Pocono Township
Lisa Pereira, Township Solicitor
Chuck Niclaus, Islett & Associates

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026 - 33

A RESOLUTION GRANTING AN EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF APPROVAL OF THE RUNNING LANE, LLC PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

WHEREAS, the applicant, Running Lane, LLC, submitted a preliminary/final land development plan (the "Plan"). The applicant proposes a land development on property located along State Route 0611, approximately 0.7 miles south of the intersection with Lower Swiftwater Road (SR 0314). The existing property (Tract 1) is located with the C Commercial Zoning District and consists of the Pocono Brewing Company with associated parking, stormwater management and on-lot water and sewer services. The existing property is split by SR 0611 and has a total gross area of 5.47 acres, with 0.507 acres located on the eastern side of SR 0611. The proposed land development will occur on Tract 1 and will consist of a 4-story, 90 room hotel with a pool; and

WHEREAS, on April 6, 2020, the Pocono Township Board of Commissioners enacted Resolution No. 2020-08 which granted conditional preliminary/final plan approval of the Plan; and

WHEREAS, Resolution No. 2020-08 required that the applicant meet all conditions of the plan approval and record the Plan within twelve (12) months of the Conditional Plan approval, and if such conditions were not met, the Conditional Plan approval would be considered void; and

WHEREAS, the applicant was unable to satisfy the conditions of plan approval and record the Plan within twelve (12) months of the Conditional Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2020-08; and

WHEREAS, by Resolution No. 2022-05, the Board of Commissioners granted the applicant an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

WHEREAS, by Resolution No. 2023-05, the Board of Commissioners granted the applicant an extension of three (3) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

WHEREAS, by Resolution No. 2023-09, the Board of Commissioners granted the applicant an extension of nine (9) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

WHEREAS, by Resolution No. 2024-05, the Board of Commissioners granted the applicant an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

WHEREAS, by Resolution No. 2025-44, the Board of Commissioners granted the applicant an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, Running Lane, LLC, shall have a period of _____ (_____) months from the date of this Resolution to satisfy the conditions plan approval and record the Plan as set forth in Resolution No. 2020-08. In the event the conditions are not met during this time period, the Conditional Preliminary/Final Plan approval shall be null and void.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono, the _____ day of _____, 2026.

ATTEST:

By:_____
Print Name: Patrick Briegel
Title: Interim Township Co-Manager

Township of Pocono
Board of Commissioners

By:_____
Print Name: Ellen Gnandt
Title: President

RESOLUTION NO. 2026-37

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA ESTABLISHING A TOWNSHIP POLICY TO OBSERVE TRICK OR TREAT ON HALLOWEEN - OCTOBER 31

WHEREAS, the Township of Pocono (the "Township") is a Pennsylvania First Class Township and is duly organized and existing under the laws of the Commonwealth and the First Class Township Code, 73 Pa.C.S.A § 1101, et seq.; and

WHEREAS, the Township desires a policy that trick-or-treat in the Township occurs between the hours of 6:00pm and 8:00pm on Halloween (October 31st); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Board of Commissioners as follows:

1. All "WHEREAS" clauses are hereby incorporated by reference.

2. Trick-or-treat shall occur in the Township between the hours of 6:00pm and 8:00pm on Halloween (October 31) unless amended by the Pocono Township Board of Commissioners.

3. **Effective Date.** This Resolution shall become effective immediately.

4. **Severability.** In the event any provisions, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the Board of Commissioners that such remainder shall be and shall remain in force and effect.

5. **Repealer.** All resolutions or parts of resolutions inconsistent herewith are expressly repealed to the extent of such inconsistencies.

DULY ADOPTED, by the Board of Commissioners of the Township of Pocono, this ___ day of _____, 2026.

ATTEST:

TOWNSHIP OF POCONO,
MONROE COUNTY,
PENNSYLVANIA

_____
PATRICK BRIEGEL
Interim Co-Township Manager

_____
ELLEN GNANDT
President, Board of Commissioners

Pocono Township Board of Commissioners
Regular Meeting Minutes
October 19, 2026 | 6:00 p.m.

The regular meeting of the Pocono Township Board of Commissioners was held on Date, 2026 and was opened by Chair Ellen Gnandt at 6:00 p.m. followed by the Pledge of Allegiance.

Roll Call: Ellen Gnandt, present; Natasha Leap, present; Dan McCreary, present; Matt Long, present, Charles Keppler, present.

In Attendance: Leo DeVito-Township Solicitor; Amy Montgomery- Engineer; Patrick Briegel-Public Works Director; James Wagner, Chief of Police; Erica Tomas-Administrative Assistant, Paul Morgan, SFM Consulting.

Announcements 6:00:44 – An Executive Session was held prior to the meeting to discuss Personnel and Litigation matters.

Public Comment
6:01:21 – Joe Folsom – Resident – questioned the status of the Route 715 & 611 realignment project and when it will get completed.
6:03:33 – Moses Oladugbewo – asked if issues he brought before the board a few weeks prior have been looked into.

Presentations
- 6:04:29 – Sal Caiazzo with Hanover Engineering - LDP 1369 Cranberry Creek project Resolution extension request. Sal gave an overview of the project and why they are looking for an extension. The board members each commented on their thoughts regarding extending the project. 6:21 – Dan McCreary made a motion, seconded by Matt Long, to approve Resolution 2026-31 granting an extension of 12mo. of time to LDP 1368 Cranberry Creek apartments in order to satisfy outstanding items for recording. Roll call: Ellen Gnandt, aye; Natasha Leap, aye; Matt Long, aye; Dan McCreary, aye; Charles Keppler, nay. Motion carried.

Hearings
6:22 - Speed Limit Ordinance Cherry Lane Church Road – All comments on this matter have been recorded by the Court Stenographer – Donna Kenderdine.

- 6:22:02 - Ellen Gnandt made a motion, seconded by Natasha Leap, to open the hearing for Ordinance 2026-11. All in favor. Motion carried.
- 6:24 – Matt Long made a motion, seconded by Ellen Gnandt, to Close the hearing for Ordinance 2026-11. All in favor. Motion carried.
- 6:24:35 Charles Keppler made a motion, seconded by Ellen Gnandt, to approve Ordinance 2026-11 establishing a maximum speed limit of Thirty-Five (35) miles per hour for Motor Vehicles on Cherry Lane Church Road & repealing all ordinances & parts of ordinances inconsistent therewith. All in favor. Motion carried.

Resolutions
- 6:25:40 – Natasha Leap made a motion, seconded by Ellen Gnandt, to approve Resolution 2026-30 amending the Fee Schedule to include the reduced cost for the TDU Licensing renewal down to $1,500/yr. 6:25:56 – Leo DeVito briefly outlined the amendment to the TDU licensing renewal fee. A lengthy discussion was had among the board. Roll call: Ellen Gnandt, aye; Natasha Leap, aye; Matt Long, aye; Dan McCreary, aye; Charles Keppler, nay. Motion carried.
- 6:34:10 – Sal Caiazzo explained the situation to the board, with further discussion among the board, solicitor, and engineers. 6:47 – Ellen Gnandt made a motion, seconded by Natasha Leap, to grant a six-month extension, with communication every three months from the engineer on the project showing the progress for Resolution 2026-32 to satisfy outstanding conditions of plan approval for LDP 1398 Grossi Major Subdivision. Roll call: Ellen Gnandt, aye; Natasha Leap, aye; Matt Long, aye; Dan McCreary, aye; Charles Keppler, nay. Motion carried. v
- 6:51 Matt Long made a motion, seconded by Ellen Gnandt, to postpone indefinitely Resolution 2026-33 granting an extension of ___ mo./yr. of time to satisfy outstanding conditions of plan

approval for LDP 1360 & 1313 Running Lane. 6:51:24 Jim Pellegrini asked what postponing indefinitely means. Matt Long stated that it would appear on a future agenda for consideration. 6:51:48 All in favor. Motion carried.

- 6:52 – Ellen asked for explanation of the request. The solicitor and Engineer clarified the request. 6:54 - Matt Long made a motion, Seconded by Dan McCreary to approve Resolution 2026-34 amending Resolution 2026-10 to revise the name of the developer/owner and the identification of the subject parcel for LDP 1445 Mountain Edge Village. All in favor. Motion carried.
- 6:55 – Ellen Gnandt made a motion, seconded by Dan McCreary, to postpone Resolution 2026-35 Granting conditional final approval of LDP 1449 Rte. 611 Hotel/Retail project revised final LDP. Until the November 2nd Board of Commissioners meeting. All in favor. Motion carried.
- 6:55:37 – Matt Long made a motion, seconded by Natasha Leap, to approve Resolution 2026-36 Authorizing an application to the PA Dept. of Transportation Multimodal Transportation Fund for the Stadden Road Bridge Replacement Project. 6:55:42 Ellen Gnandt asked for clarification on abstaining from the vote due to living on Stadden Rd. 6:56 Dan McCreary questioned the township's contribution amount. Further discussion took place among the board and Pat Briegel. 6:57 Monica Garrity questioned if the bridge would be closed. Josh Knapp commented on the status of the current road conditions. All in favor. Motion carried.

Consent Agenda

- 7:00:21 – Ellen Gnandt made a motion, seconded by Matt Long, to approve a consent agenda of the following items: Old business consisting of the minutes of the October 5, 2026 regular meeting of the Board of Commissioners.
- Financial transactions through October 19, 2026 as presented, including ratification of expenditures in the amount of $827,888.04 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. All in favor. Motion carried.

NEW BUSINESS

- 7:01:39 – Charles Keppler made a motion, seconded by Ellen Gnandt to open an informal discussion about directing the Township Solicitor to develop an Ordinance with regard to prohibiting hunting within township owned parks and properties. All in favor. Motion carried. 7:02 Open discussion took place among the board, chief of police & solicitor. 7:20:16 Leo DeVito, Solicitor stated that for clarity moving forward until an ordinance can be put together, if you are a non-hunter and you want to hike during the state hunting seasons, that you are prudent to wear Orange, both on head and chest. And if you are a hunter, you are prudent not to be within 150 yards of an occupied trail. At present the township follows the PA Game Commission rules. 7:23 Charles Keppler made a motion, seconded by Dan McCreary, to authorize the solicitor to draft an amendment to our parks ordinance that prohibits hunting and trapping in our TLC and Mountain View Parks and within a distance from the trails, pursuant to the PA Game Commission's recommendations or mandates regarding Learn Road Park. Discussion continued among the board and public. Roll call: Ellen Gnandt, nay; Natasha Leap, aye; Matt Long, aye; Dan McCreary, aye; Charles Keppler, aye. Motion carried.
- 7:31 – Charles Keppler made a motion, seconded by Ellen Gnandt, to postpone the extension motion until the first meeting in November regarding a 12 months extension on the Time period for review regarding the PRD – The Ridge - Phase 1. All in favor. Motion carried.
- 7:31:47 – Charles Keppler made a motion, seconded by Ellen Gnandt for discussion, to approve a cross walk to be painted from the Township Municipal parking lot to the Learn Nature Preserve trailhead across Old Mill Road. Discussion: Natasha Leap asked the Township Engineer if we are legally allowed to add a cross walk without sidewalks. Further discussion took place among the board. 7:38:47 Charles Keppler made a motion, seconded by Ellen Gnandt, to postpone this matter until the next BOC meeting. All in favor. Motion carried.
- 7:43:26 – Ellen Gnandt made a motion, seconded by Charles Keppler, to schedule and approve to advertise for a 2027 Budget Work Session on (Date)11/4 & 11/18 2026 at (Time) 5 p.m. All in favor. Motion carried.
- 7:44 – Ellen Gnandt made a motion, seconded by Natasha Leap, to approve the date and hours for Trick or Treat within Pocono Township for Saturday, October 31st from 6 p.m. until 8 p.m. Discussion took place regarding making it permanent. Ellen Gnandt amended her motion, seconded by Charles Keppler, to set the date of October 31st from 6 p.m. until 8 p.m. and have the solicitor draw up a Resolution to make it permanent going forward. All in favor. Motion carried.

- 7:46:15 – Ellen Gnandt made a motion, seconded by Charles Keppler, to authorize the solicitor to advertise for the Manager's Ordinance Hearing. All in favor. Motion carried.
- 7:49:43 – Ellen Gnandt made a motion, seconded by Matt Long, to approve the Commissioner Bylaws for the Township with amendments to section 5B, 4D, & 7B. All in favor. Motion carried.

Personnel

Report of the President

Ellen Gnandt
7:54 – Please advise of status regarding the Trailer on route 715 has more dumping outside and Cobble Creek Chop shop. Zoning updated the board regarding these matters.

Commissioner Comments

Matt Long – Vice-Chair
7:56 – Thanked the police department again regarding the recent tragedy they are tirelessly investigating. Jim Wagner thanked the board members who reached out with concern.

Natasha Leap – Commissioner
7:58 – Suggested that going forward the reports section of the agenda once again list topics for discussion as it was in the past.

Dan McCreary –
8:03:58 – Dan expressed his support for Natasha's suggestion.

Charles Keppler –
8:05 – Enquired regarding a reporter commenting about a smell on Warner Road. Pat Briegel stated that Core5 had just hydroseeded that area. The conservation district stated that topsoil was spread and may have contributed to the smell.
8:08 Gina Loyak thanked Natasha Leap for bringing the Pocono Manor situation up and voiced her thoughts on agenda items and appropriate topics of discussion.

Reports

Manager Report & Public Works – Patrick Briegel -
8:10 – Pat Briegel gave a shout out to Erica, the events team, DPW staff and Park staff for the great turnout during the Spooky Walk. Line striping has been completed. The new AED's have been installed at both parks. Paving projects are wrapped up for the year. Last week valve station one pinch valves were replaced as part of routine maintenance along with a transducer. 80 expansion meeting at Northampton Community College 10/20/26.

Police – James Wagner, Chief –
8:14:33 - Summarization of September's stats: 1242 calls for service, 28 criminal arrests made, 17 non-criminal, non-traffic criminal arrests summary offenses, 38 traffic accidents were investigated and 618 traffic contacts for the month.

Zoning Report-SFM Consulting – Paul Morgan
8:15:26 – 26 permits have been issued for this period. 4 Notices of Violation have been issued, 2 NOV's have been closed. The continuance of ZHB hearing for 131 Maloney Lane is scheduled for October 27th at 5 p.m.

Township Engineer Report- Amy Montgomery –
8:18 – Currently working with the solicitor's office regarding open space ordinance revisions to be distributed later this week for discussion at Monday's workshop.

Township Solicitor Report-Leo V. DeVito. –

8:18:44 – Currently working with PMI and Attorney Matergia to set up a meeting with some commissioners about the status of their property.

Adjournment –Ellen Gnandt made a motion, seconded by Matt Long, to adjourn the meeting at 8:20 p.m. and return to executive session for further discussion on personnel and litigation matters. All in favor. Motion carried.

POCONO TOWNSHIP
Monday November 2, 2026
SUMMARY

Ratify		
General Fund	$	5,149.80
Payroll	$	177,993.07
Sewer Operating	$	3,920.16
Bill List		
TOTAL General Fund	$	92,835.16
TOTAL Sewer OPERATING Fund	$	55,248.99
TOTAL Sewer CONSTRUCTION Fund	$	-
TOTAL Capital Reserve Fund	$	102,371.00
TOTAL EXPENDITURES	**$**	**437,518.18**
Fire Tax Disbursement	$	-
Budget Adjustments		
General Fund	$	70,439.56
Total Budget Adjustments	**$**	**70,439.56**

*FULL LIST UPON REQUEST AT TOWNSHIP OFFICE

316 Warner Road - Tannersville, PA 18372
Team@buildallcontracting.com (570) 420-0902

CoStars #549433

October 22, 2026

PROPOSAL SUBMITTED TO:

Pocono Township Municipality
Old Mill Road
Tannersville, PA

WORK TO BE PERFORMED AT:

TLC Park

SPILLWAY

To supply and install a 3-bar anodized aluminum top mounted Hollander railing.

QUOTE: $ 5,100.00

*Prevailing Wage Project

Payment schedule: Progress payments as work is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. No winter concrete or additives included. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor. Price is good for (30) thirty days.

Owner Date

Contractor Date

Docusign Envelope ID: E02C48CA-5ABA-8088-8185-60BBDCACFD92

PenTeleData

PenTeleData Services – General Agreement Cover Sheet

Customer Name: Pocono Township		**PenTeleData Limited Partnership I**	
Billing Address: 205 Old Mill Rd, Tannersville, PA 18372		**540 Delaware Ave., PO Box 197, Palmerton, PA 18071**	
Contract #: 1608037	**Account #:** 3205721	**Rep:** Tiffany Miles	**Phone:** (610) 826-9247
Non Recurring Fees: $0.00	**Monthly Recurring Fees:** $129.95	**Annual Recurring Fees:** $0.00	

This Agreement contains this General Agreement Cover Sheet, the General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supersede the General Terms and Conditions in the event of inconsistencies.

NOTE – All Services must be accompanied by a Service Exhibit Sheet

Service Type:

FTTP Broadband Internet Services

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Pocono Township	**PenTeleData Limited Partnership I**
Signature:	Signature:
Printed Name:	Printed Name: **Jaime Mendes**
Title:	Title: **Vice President of Operations**
Date:	Date:
Telephone:	Telephone: **855-223-4237**

CCS-NE-051217

Docusign Envelope ID: E02C48CA-5ABA-8088-8185-60BBDCACFD92

PenTeleData

Fiber to the Premise Broadband Internet Services Exhibit Sheet

Customer Name: Pocono Township

Date: 10/19/2026

Service Location: 104 Mount View Park Ln., Heritage Building, Tannersville, PA 18372	
FTTP Service Level: 500/500Mbps **Modem MAC Address:** 5c7d.7d04.30fc	
Term (if applicable): 36 Months **Contract Start Date** (if applicable): **Contract End Date** (if applicable):	**Product Classification:** Change **Monthly Recurring Charge:** $129.95 **Non Recurring Charge:** $0.00
Special Notes: Convert to PON- 3 year term	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, Sales Disclaimers, Contracts, and Equipment Rental Agreements. This Exhibit, together with the General Agreement Cover Sheet and PenTeleData Services Agreement-General Terms and Conditions set forth the terms and conditions under which PenTeleData will provide Fiber to the Premise (FTTP) service to Customer.

1. Service: A. PenTeleData agrees to provide Customer with Broadband Internet Service as specified in this Exhibit. B. PenTeleData will maintain all control over provided Fiber to the Premise (FTTP) connection(s) to Customer, including; ordering installation to demarcation point (Point-of-Entry), maintenance, repair, changes, and disconnections. C. Unless otherwise established in writing, Customer is responsible for all costs involved in the extension of ordered FTTP line beyond the established Cable Company Demarcation Point (Point-of-Entry) into the Customer Service Location. D. Customer is required to use an appropriate FTTP Optical Network Unit (ONU) from PenTeleData in order to receive Broadband Internet Services. E. Unless otherwise established in writing, Customer is responsible for all costs associated with the use of a PenTeleData provided FTTP ONU ("Fiber to the Premise ONU"). F. Unless otherwise established in writing, Customer is responsible for all costs associated with any additional equipment necessary for the operation of provided Broadband Internet Service. G. Customer acknowledges that he or she was provided with access to the transparency data as required by the FCC at the point of sale. The data is additionally accessible at http://www.penteledata.net/disclosures.

2. Availability: A. Coverage Area: The FTTP Coverage area is defined as the locations that are within the service area determined by the Cable Company providing the Cable Wiring to the Customer Service Location. B. PenTeleData reserves the right to decline to offer Broadband Internet Service to a Customer based upon the absence of availability of facilities or the existence of any circumstances that would prevent a Customer Service Location from receiving Broadband Internet Service.

3. Broadband Bandwidth: A. PenTeleData and your broadband service provider offer multiple tiers of high speed Internet access with different speeds (not all packages are available in all areas). B. Customer acknowledges that any quoted bandwidth rating/transfer rate for broadband Internet Service is a maximum rate and is not guaranteed. C. PenTeleData and your broadband Internet provider reserve the right to manage its networks to provide for maximum efficiency and utilize congestion and network management techniques which include, but are not limited to, temporary speed reductions based on prevailing network conditions needed to avoid congestion. Dynamic congestion management is not based on specific online activities, protocols or applications in use and does not block any specific service. D. As a user, you must ensure that your activities do not restrict, inhibit, or degrade any other user's use of the service or PenTeleData's ability to deliver and monitor the service, or our network resources and do not represent (in sole judgement of PenTeleData) an unusually large burden on the network itself. Users found to be (in PenTeleData's sole judgement) in violation of this policy may have their accounts terminated, suspended, degraded or upgraded to a higher level of service, subject to appropriate fees. PenTeleData will use reasonable efforts to notify Customer prior to service termination for excessive bandwidth use.

4. The Internet Service provided by PenTeleData may be used by the directors, officers, and employees of Customer, and its agents and consultants while performing services for Customer for commercial, research and/or educational purposes. Customer may not provide Internet connectivity to any third parties other than the above mentioned entities.

5. No Warranties: A. PenTeleData does not make any express or implied warranty of any kind as to the suitability or fitness for any purpose of provided Broadband Internet Service. B. PenTeleData does not make any express or implied warranty of availability or uptime of Broadband Internet Service to Customer.

6. Repair and Monitoring: A. PenTeleData cannot guarantee a minimum timeframe for the repair or remediation of any Cable Company or other Carrier facility interrupted that causes an interruption of Broadband Internet Service to Customer. B. PenTeleData will provide support of Customer service interruptions through established escalation methods within its Technical Support operations team.

PenTeleData

7. Internet Protocol Version 4 Addressing (IPv4): A. PenTeleData will provide each Broadband Internet Service Customer with one (1) reserved IPv4 Address. B. The IP address can only be used when they are assigned to Customer's networking equipment via DHCP; if Customer attempts to manually assign the IP address to their networking equipment, network access will be denied. C. Reserved IPs may change with 3 business days notice.

8. Internet Protocol Version 6 Addressing (IPv6): A. PenTeleData will provide each Broadband Internet Service Customer with one (1) directly connected reserved IPv6 address for the directly connected Customer networking equipment/router. B. The directly connected IPv6 address can only be used when it is assigned to Customer's networking equipment/router via DHCP by PenTeleData. If the Customer attempts to manually assign any IPv6 address to their networking equipment/router, network access will be denied. C. Dynamic IPs may change at any time without notice, Reserved IPs may change with 3 business days notice.

9. Internet Access: Internet access will only be established on a single Ethernet port on the ONU. If the ONU has multiple Ethernet ports, only the first port will be provisioned for Internet access and the remaining ports will remain unprovisioned and provide no access to the Internet.

10. Customer agrees that the ONU described herein will be used by Customer only in association with the said service, indicated above, provided to Customer by PenTeleData under the terms and conditions of this Agreement and associated Service Agreements for the above service.

11. Customer shall have the use of such ONU per the terms outlined in this Agreement until cancellation or termination of the associated Service Agreement for PenTeleData Services.

12. Customer shall be responsible for all charges associated with the acceptance of this ONU from PenTeleData, as contained in the associated Service Agreement. Charges, as described in the Service Agreement, are for the lease of the ONU provided by PenTeleData for the level of service purchased at initial installation. An increase in the level of service may require an upgraded ONU. PenTeleData will ship to Customer an upgraded ONU for self-installation at no additional fee. If Customer requires PenTeleData to install the upgraded ONU, PenTeleData will charge a ONU installation fee at the then current time and materials rates.

13. Customer shall return the ONU to PenTeleData in good condition within ten (10) days following the termination of this agreement or cancellation of the associated Service Agreement. Customer is required to reimburse PenTeleData the retail purchase cost of the said ONU for failure to return the ONU to PenTeleData within the required ten (10) day period set forth in this Agreement. Customer is also required to reimburse PenTeleData the retail purchase cost of said ONU for any loss of, or damage to, the ONU while in Customer's possession, including loss or damage caused by agents, employees, or independent contractors of Customer through any negligence or willful misconduct or loss due to theft.

14. Customer maintains no property right or interest in the ONU. All right, title, and interest to such items remains at all times solely with PenTeleData. Customer shall not have, nor shall it assert any right, title, or interest in said ONU described by this Agreement.

15. Customer shall not subject said ONU provided hereunder to any claims, liens, or encumbrances.

16. Said ONU deemed defective shall be repaired or replaced by PenTeleData without cost to Customer provided that such defect was not caused by the negligence or willful misconduct of Customer, Customer's agents, employees, or independent contractors.

17. Customer may not prevent PenTeleData from accessing or removing PenTeleData owned equipment, provided that PenTeleData's actions are consistent with this Agreement. Customer agrees, with reasonable notice, to make said ONU available to PenTeleData for testing and maintenance necessary in a condition specified by PenTeleData or one of its Agents.

18. PenTeleData shall not be liable for any damage to the Service Locations of Customer resulting from the furnishing of said ONU on Customer's Service Locations or the installation or removal thereof, when such damage is not the result of negligence or willful misconduct on the part of the agents, employees, or contractors of PenTeleData.

19. PenTeleData makes no warranties or Agreements, written or implied, including warranties of fitness for a particular purpose, in connection with said ONU.

20. Term: A. This Exhibit is effective upon signature by Customer and accepted in writing by PenTeleData as indicated by signature on the General Agreement Cover Sheet and initialed on this Exhibit. (Effective Date) B. The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from PenTeleData to Customer, which shall be incorporated herein by reference. C. This Exhibit shall automatically renew on a month to month basis and will be billed at then current month to month rates, unless terminated pursuant to the termination procedure in the General Terms and Conditions. D. Recurring Billing shall begin on the Commencement Date. E. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement. agents, employees, or contractors of PenTeleData.

21. Early Termination Fees for Broadband Internet services are 75% of the monthly service charge times the number of months remaining on the contract, plus the reinstatement of any waived setup fees ($149.95 for a new installation and $125.00 for an upgrade from existing service with a PenTeleData Partner). Upon automatic renewal, Early Termination Fees apply to cancellations made prior to the end of the Renewal Term.

22. Reasonable Steps to Assure Compliance: Customer shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the Customer consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is detected, Customer is requested to report the probable violation in as much detail as is practical to assist PenTeleData and other allied organizations in preventing or deterring similar violations.

Customer Initials:	PenTeleData Initials:
Date:	Date:

PenTeleData®

PenTeleData

PenTeleData General Terms and Conditions

The following General Terms and Conditions apply to all products and services provided pursuant to this Agreement and Service Exhibits.

1.0 Billing

1.1 Customer shall pay PenTeleData for its use of the Services at the rates and charges specified in the Exhibits, without deduction, set off or delay for any reason, including circumstances arising under any other Exhibit. Charges set forth in the Exhibits do not include applicable taxes.

1.2 Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Any restrictive endorsements or other statements on checks are invalid. Customer shall reimburse PenTeleData for all collection costs, including reasonable attorney's fees, associated with collecting delinquent or dishonored payments. A returned check fee of $20 shall apply. Past due amounts will be assessed a 1.5% with a minimum $2 interest charge per month or the maximum rate allowed by law.

1.3 Customer may be required to pay a deposit or prepay for certain services.

1.4 Customer is responsible for all shipping charges, sales and use taxes, and all other taxes and levies which are applicable to this Agreement and the provision of services there under, including personal property tax on the equipment used by PenTeleData in connection therewith, if any, but excluding tax on PenTeleData's income. Valid tax exemption certificates must be provided prior to the commencement of Services.

1.5 Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by PenTeleData. These may include, without limitation, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

1.6 PenTeleData may adjust the charges for the services provided hereunder upon the expiration of the initial term set forth herein or by giving customer at least thirty (30) days prior written notice. If PenTeleData increases the service charges, customer may terminate this Agreement upon written notice to PenTeleData prior to the effective date of the increase.

1.7 PenTeleData may assess reasonable Time and Material Charges when a Customer reports an issue to PenTeleData for repair or trouble isolation that requires a Dispatch and no trouble is found in PenTeleData or its Partners facilities and/or network, or with any PenTeleData managed customer premise equipment.

1.8 All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.

1.9 Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees. Such charges are subject to change by PenTeleData and shall be applied in absence of a valid tax exemption certificate.

2.0 Changes or Cancellation Requests Prior to Commencement Date

2.1 If Customer cancels a portion or the entirety of a Service Order prior to Commencement date, Customer will have no further liability except for reimbursement of PenTeleData's expenses that were incurred before receiving the cancellation notice as well as payment of any NRC charges associated with the Service Order components being cancelled. Restocking fees may apply for equipment already assigned to provision the Service Order.

PenTeleData will provide to Customer in writing the date by which PenTeleData intends to activate and complete delivery of each Service ("FOC Date"). The FOC Date may be changed by PenTeleData for any reason including, but not limited to, weather events, pole application and/or make ready delays at any time. Customer may request changes to a Service Order without penalty within five (5) business days of PenTeleData establishing a FOC Date. For changes requested more than five (5) business days after the applicable FOC Date(s) are established, but before Service Commencement, Customer will reimburse PenTeleData for any costs directly resulting from the requested change, including payment of any NRC charges associated with any products or services being changed or cancelled on the Service Order.

A Service Order may be modified by Customer without penalty at any time before the Commencement date if the change constitutes an upgrade, including additional services or a longer contract term, and results in greater total revenue.

Any change must be documented through a replacement Service Order, Amendment or Change Order to the existing Service Order, executed by both Parties. The provisions in this section apply only to Services provided directly by PenTeleData and excludes any Services being resold from another underlying Carrier or Vendor which will be handled on an ICB basis.

2.2 Customer Requested FOC Delay: Before the applicable FOC Date(s), Customer may submit a written request to PenTeleData Sales Engineering to postpone the FOC Date(s). The request must be received by PenTeleData at least twenty (20) business days before the

scheduled FOC Date(s). Customer may defer the FOC Date(s), without charge, for one or more periods totaling no more than sixty (60) calendar days from the originally scheduled FOC Date(s). Requests falling outside these parameters may be considered on an individual-case basis ("ICB"). The provisions in this section apply only to Services provided directly by PenTeleData and excludes any Services being resold from another underlying Carrier or Vendor which will be handled on an ICB basis.

3.0 Customer Responsibilities for Users

3.1 A User is anyone who Customer permits, by commission or omission, to use or access any Service, including but not limited to Customer's Affiliates.

3.2 Customer represents and warrants that its use and User's use of Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use, including all policies posted from time to time on the PenTeleData website, http://www.penteledata.net/aup.

3.3 Except as expressly stated in an Exhibit, Customer may not resell any Services.

3.4 Customer authorizes PenTeleData to monitor and record calls and transmissions to or from PenTeleData sales, billing, and support staff concerning the Services in order to detect fraud, check quality and operate, maintain and repair the Services. Said information shall be disclosed only for internal purposes, in case of emergency as determined by PenTeleData, at the request of law enforcement officials and as otherwise may be required by law.

3.5 PenTeleData uses a third-party collection agency to assist in collecting past due accounts. PenTeleData provides its collection agency with Customer billing data and account information to verify Customer's identity for collection purposes.

4.0 Leases

4.1 Unless otherwise stated as equipment or facilities purchased by Customer herein, all facilities regarding Internet Access shall be leased, as opposed to purchased from PenTeleData. Customer gains no ownership interest in the leased facilities and has no right to purchase said facilities.

4.2 PenTeleData and its agents or assigns shall maintain exclusive management and maintenance control over the facilities leased hereunder. For the purposes of this Agreement, facilities shall include but are not limited to fiber optic cables, CSU/DSUs, modems, routers, ATM switches, etc.

4.3 Any software provided by PenTeleData is subject to the software designer's license agreement. Nothing herein shall be construed to convey to Customer any ownership or use in the software greater than the license provided by the designer/copyright owner.

4.4 The Network is and shall remain the property of PenTeleData regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs PenTeleData's title to the Network, or any portion thereof, or exposes PenTeleData to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude PenTeleData from using the Network for services provided to other PenTeleData customers. For a period of three (3) months following PenTeleData's discontinuance of Service to the Service Location(s), PenTeleData retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent PenTeleData removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear expected.

4.5 In order to deliver certain Services to Customer, PenTeleData may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the PenTeleData Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless PenTeleData has secured such access prior to this Agreement. In the event that Customer fails to secure or maintain such Access within a particular Service Location, PenTeleData may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If PenTeleData is unable to secure or maintain Access outside of a particular Service Location, in which Access is needed to provide Services to such Service Location, Customer or PenTeleData may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum forty-five (45) days' prior written notice to the other party. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, PenTeleData shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

5.0 Hazardous Materials

5.1 If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, PenTeleData may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify PenTeleData to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by PenTeleData as a result of encountering hazardous materials,

including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

6.0 Publicity

6.1 Each Party agrees that the other will not make any public statement or announcement regarding this Agreement without the consent of the other. Such consent will not be unreasonably withheld.

6.2 Notwithstanding the foregoing, Customer agrees to permit PenTeleData to identify Customer as a customer in marketing and advertising materials.

6.3 Each party agrees not to display or use, in advertising or otherwise, any of the other parties logos, trademarks, service marks or otherwise without the consent of the other. Such consent shall not be unreasonably withheld.

7.0 Equipment not provided. PenTeleData shall not be responsible for the installation, operation or maintenance of equipment, facilities and software not provided by PenTeleData; nor shall PenTeleData be responsible for the transmission or receipt of information by equipment, facilities and software not provided by PenTeleData.

8.0 No Warranties; Limitation of Liabilities

8.1 Except for service warranties contained herein or in an attached exhibit, PenTeleData does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the service provided hereunder.

8.2 Except for service warranties contained in an attached exhibit, PenTeleData will not be responsible for any loss of data from delays, non deliveries, incorrect deliveries, service interruptions, including those caused by the negligence, errors or omissions of PenTeleData, or other losses or damages.

8.3 PenTeleData shall not be liable to Customer for any damage arising from any event that is out of the control of PenTeleData. Neither shall PenTeleData be liable to Customer for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of PenTeleData, or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PenTeleData has been made aware of the possibility of such damages.

8.4 Any damages not excluded by this section or any provision of an Exhibit shall be limited to proven direct damages not to exceed per claim or in the aggregate during any twelve-month period the total net payments made by customer for the applicable service under the applicable attachment during the 12 months preceding the month in which the damage occurred.

8.5 This Agreement does not expressly or implicitly provide any third party (including Customer's Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

8.6 Notwithstanding the performance standards identified in an exhibit, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications or activities where absolutely accurate data or information is required.

8.7 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of PenTeleData is limited to the maximum extent permitted by law.

9.0 Indemnification

9.1 The parties agree to indemnify fully, defend and hold harmless each other and their respective parents, affiliated or subsidiary companies and officers, agents and employees from and against any and all third party claims, (including Users) demands, damages and costs (including without limitation, reasonable attorney's fees), liabilities, suits, actions and proceedings of any nature and regardless of form of action arising from or in connection with this Agreement.

9.2 The indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby.

9.3 The indemnifying party shall have control of the defense or settlement provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own choosing and at its sole expense.

9.4 The indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

9.5 The indemnifying party shall not, without the indemnified party's express prior written consent, make any admission or stipulation, or consent to any settlement agreement or injunctive or non-monetary relief which could adversely affect any indemnified party.

10.0 E-mail de-activations. Any PenTeleData provided e-mail box that is inactive for six consecutive months will be deleted. Any e-mail within an inactive e-mailbox is probably spam and will be automatically deleted without inspection along with the e-mail box. Once deleted, the e-mail address

associated with the e-mailbox will be deleted and become available for assignment to other customers. An e-mailbox is inactive if it has not been checked in 6 months, does not have an e-mail forward associated with it and is not the primary login for a dial-up account. If you intend to keep a mailbox active you may do so by retrieving e-mail from within the e-mailbox at least once every 6 months. PenTeleData is not responsible for any loss of any kind because of the deletion of boxes or the e-mail inside. If your e-mailbox is deleted for inactivity, you may contact Customer Service at 800.281.3564 to have the e-mailbox reinstated if the e-mail address is still available.

11.0 Prohibited Assignments. Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this Agreement.

12.0 Governing Law. The parties will negotiate in good faith in an effort to resolve any dispute, disagreement or claim without resort to formal legal proceedings. During the course of such negotiations, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully apprised of the situation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The Courts of Carbon County, Pennsylvania shall be the exclusive forum for any disputes arising out of this Agreement.

13.0 Right to Equitable Relief. The parties agree that a breach of the conditions of use provision of this Agreement and the Exhibits would result in substantial damages to PenTeleData, which would be difficult, if not impossible, to ascertain and, by reason of that fact, the parties agree that in the event of any breach of these paragraphs, PenTeleData, its successors and assigns, shall have the right to enforce the Conditions of Use provisions by injunction or other proceedings in equity.

14.0 Notices. Notices under this Agreement shall be given by delivery in person to an officer of the other party (in which event notice shall be deemed given at the time of that delivery), or by first class U.S. Mail or by overnight private carrier (e.g., UPS, FedEx), in which event notice shall be deemed given 3 business days after such deposit of notice with the carrier with the cost of delivery full pre-paid. To be effective, notices given via the U.S. Mail or private carrier shall be followed within 24 hours with fax or electronic mail delivery of said notice.

15.0 Force Majeure. Failures of service by the local exchange or the interexchange carrier, local cable company, or other third party or by strikes, labor disturbances, Acts of God, or any event of force majeure which prevents commencements of service hereunder or causes material continuing degradation of service under this Agreement shall give both PenTeleData and Customer a right to terminate this Agreement. No damages or cost reimbursements will be owed by either party to the other if this Agreement is terminated on account of an event of force majeure or an act of an unrelated third party. In any event, each party shall cooperate to enable PenTeleData to remove the Equipment, if any, and otherwise to cease providing service without undue cost or delay.

16.0 PenTeleData may send service affecting information to the e-mail addresses indicated on the master contract, those provided by the customer to the PenTeleData Sales-Engineering team for notification, those provided by the customer to the PenTeleData Network Control Center, as well as any that the customer configures through the PenTeleData customer portal. PenTeleData may send PenTeleData announcements and promotional information to addresses listed on the master contract as well as those addresses provided by the customer to the PenTeleData Sales or Commercial Customer service group.

17.0 Termination

17.1 If a party breaches any material term of this Agreement and fails to remedy the breach within 30 days of receipt of written notice, the other party may terminate for cause any Exhibit affected by the breach. If Customer fails to pay any charge when due and such failure continues for 30 days, PenTeleData may, at its option, terminate affected Exhibits, suspend Service under affected Exhibits, require a deposit under any or all Exhibits as a condition of continuing Service and/or terminate this entire Agreement. Reactivation of suspended Service is subject to a reactivation fee.

17.2 An Exhibit may be terminated immediately upon written notice by either party, only if: the termination is mandated by governmental or regulatory authority; or the other party files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

17.3 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, PenTeleData may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, PenTeleData may, in its sole discretion, terminate this Agreement, in whole or in part, upon forty-five (45) days written notice to Customer

17.4 Termination by either party of an Exhibit does not waive any other rights or remedies it may have under this Agreement.

17.5 Termination or suspension of an Exhibit, except as provided in 16.1, shall not affect the Services provided or the rights and obligations of the parties under any other Exhibit.

17.6 Either party may terminate any Exhibit, after the expiration of the Exhibit's initial Term, upon 60 days prior written notice to the other party; further, Customer may terminate any Exhibit with 30 days prior written notice and payment of any applicable Termination Charges.

17.7 Early Termination Charges. Unless otherwise noted in the exhibit, the termination charge is 100% of the remaining charges for all the exhibits until the end of the initial term.

17.8 PenTeleData may terminate any Exhibit for Customer's breach of this Exhibit, including without limitation failure to abide by the Conditions of Use and delinquency. Upon termination, Customer shall be liable for all charges incurred as of the date of termination, and, if applicable, any Termination Charges associated with any Exhibit.

18.0 Entire Agreement. The Agreement, Cover sheet and each of the Exhibits, if any, represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. PenTeleData may change or modify the Agreement, and any related policies from time to time ("Revisions"). Customer will receive notice of the Revisions in the next applicable monthly invoice or via e-mail to the account authorized contact. The Revisions are effective upon notification. Customer shall have forty five (45) calendar days from the notification of such Revisions to provide PenTeleData with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice PenTeleData is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to PenTeleData beyond the termination date, including early termination charges, if any. This shall be Customer's sole and exclusive remedy.

19.0 Severability. If any portion of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain effective and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.

20.0 Taxes, Fees and Surcharges.

20.1 PenTeleData's rates and charges for service are exclusive of the following taxes, fees and surcharges. Taxes, fees and surcharges include, but are not limited to the following:

20.1.1 Applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes

20.1.2 Tax-like charges to recover charges PenTeleData is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs

20.1.3 All other tax-like charges that are imposed or operate like taxes, but are not directly referred to as taxes

20.1.4 Any tax imposed by an authority on the benefits of a promotion offered by PenTeleData involving services or goods of a third party as well as all other taxes

20.1.5. A tax-related surcharge to recover a tax or fee imposed in a jurisdiction which levies, or asserts a claim of right to levy:

20.1.5.1 A gross receipts tax, a license tax, or other tax-like charge on PenTeleData's gross receipts, revenues or operations; and

20.1.5.2 A tax on interstate access charges incurred by PenTeleData for access to telephone exchanges based on the amount paid for interstate access charges; and

20.1.5.3 A Property Surcharge which allows PenTeleData to recover a portion of the property tax it pays to state and local jurisdictions; and

20.1.5.4 A Cost Recovery Fee which allows PenTeleData to recover regulatory fees and expenses incurred by PenTeleData such as FCC regulatory fees, federal regulatory fees to fund programs, various State Public Utilities Commission (PUC) fees, various state business licenses, and various state annual regulatory fees; and

20.1.5.5 Franchise Cost Recovery Fees which allow PenTeleData to recover local government franchise fees and right-of-way costs incurred for the use of the public right-of-way; and

20.2 An Administrative Expense Fee to recover a portion of internal costs and expenses incurred by PenTeleData to implement, administer, and comply with federal regulations and programs.

20.3 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)."

20.3.1 PenTeleData will assess all applicable taxes and the customer will be responsible for paying these taxes.

20.4 If PenTeleData collects Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by PenTeleData or delivered over to the jurisdiction and returned to PenTeleData, PenTeleData, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

20.4.1 PenTeleData reserves the right to collect any applicable Taxes retroactively.

20.5 If the Customer provides PenTeleData with a duly authorized exemption certificate, PenTeleData will exempt the Customer in accordance with law, effective on the date PenTeleData receives the properly executed certificate.

20.5.1 There are some charges that are not eligible for exemption.

20.6 If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer shall provide PenTeleData with official tax certificates documenting remittance of the taxes.

20.6.1 The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against PenTeleData's U.S. corporation income tax, and shall be accompanied by an English translation.

20.6.2 Upon receipt of the tax certificate, PenTeleData will issue the Customer a credit for the amounts represented.

20.7 More detailed information regarding applicable federal, state and local taxes, fees and surcharges is provided below:

20.8 Federal, state and local governments assess a variety of taxes and surcharges. PenTeleData collects the required taxes and remits the appropriate amounts to the taxing agencies. There are several types of federal, state and local taxes, fees and surcharges that apply to services sold by PenTeleData including:

20.8.1 Federal Universal Service Fund Surcharge (FUSF) – see below section on FUSF for more detail
20.8.2 Federal, state and local taxes, fees and surcharges – see below section on taxes for more detail
20.8.3 Other surcharges – see below section on other surcharges for more detail

20.9 The information contained in this document is for reference only and is subject to change without notice. It is not intended to replace or supersede any Federal, State or Local laws and regulations. Updated information with respect to changes in Federal, State and Local taxes can be obtained from the respective governmental agencies.

20.10 FEDERAL UNIVERSAL SERVICE FUND (FUSF)

20.10.1 The Federal Universal Service Fund (FUSF) surcharge is billed at the FUSF rate established by the FCC. The rate changes from time to time, generally on a quarterly basis. It is a regulatory charge, not a tax.
20.10.2 The FSF surcharge is a percentage of all applicable charges appearing on a Customer's invoice. The current percentage can be found at https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support. The FUSF surcharge applies to telecommunications services subject to direct regulation by the Federal Communications Commission (FCC), as well as to interconnected VoIP. A Customer will not be required to pay the FUSF if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, i.e., not for its own internal use, and is contributing directly into the government's Universal Service funding programs.
20.10.3 The FUSF will: (i) be calculated after the application of promotional and other discounts; (ii) not be eligible to receive promotional or any other discounts; (iii) be calculated based upon the rates and charges applicable to the Customer's total interstate and international service, unless otherwise specified; (iv) apply to tax-like and/or tax-related surcharges as defined or described herein; and (v) not apply to calls using Telecommunications Relay Service (TRS) or to calls originated by certified Customers with hearing or speech impairments.
20.10.4 Universal Service is a Federal Communications Commission (FCC) program designed to ensure affordable access to telecommunications services to low-income customers, rural areas, school and libraries, and rural healthcare facilities. The FUSF was established by Congress in order to promote and encourage telecommunications infrastructure and service availability nationwide. The FCC is the agency responsible for the regulation of domestic interstate and U.S.-to-international telecommunications services.
20.10.5 All telecommunications providers that offer interstate and international voice and data, private line, and other regulated services in the United States are required by the FCC to contribute on an equitable and nondiscriminatory basis to the FUSF.
20.10.6 This includes customers whose circuits with PenTeleData have only one end-point in the United States, even if that circuit is being cross-connected by the customer ultimately to terminate internationally.
20.10.7 Interstate circuits have FUSF applied to 100% of the revenue if both ends of the circuit are within the United States.
20.10.8 International circuits have FUSF applied to 50% of the revenue when only one end-point is in the United States.
20.10.9 Taxes generally are assessed on the FUSF surcharge. It is important to understand that the FUSF surcharge is not a tax. It is a charge that the government imposes on telecommunications carriers on the voice and data revenues they collect. The FCC allows carriers to recover the cost of the surcharge from its end-user customers. Thus, the FUSF surcharge is not considered a tax and must be taxed as normal revenues.

20.11 FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES BILLED IN ADDITION TO FUSF

20.11.1 Below is a summary list of the various federal, state and local taxes, fees and surcharges that PenTeleData bills to its customers in addition to FUSF addressed above. Most of these charges are imposed directly on the customer and are collected and remitted by PenTeleData as an agent for the taxing authority.

20.11.1.1 Federal Excise Tax

20.11.1.2 State, County, City and Special District Sales Taxes

20.11.1.3 State and Local Telecommunications Taxes

20.11.1.4 E-911 Fees

20.11.1.5 Gross Receipts Tax Surcharges

20.11.1.6 State Universal Service Fund Surcharges \State Regulatory Fees

20.11.1.7 State and Local Right of Way Fees/Franchise Fees

20.11.1.8 Special Taxes and Fees

20.11.2 In some situations, certain customers may be exempt from certain taxes and governmental surcharges. This is usually in the case of customers who are reselling the services they purchase or customers who are exempt charitable, government or religious organizations

20.11.3 PenTeleData does not determine a customer's tax-exempt status. It is the customer's responsibility to advise PenTeleData of its tax-exempt status.

20.11.4 PenTeleData will bill tax and surcharges until proper notice of exempt status and properly executed exemption documentation is provided.

20.11.5 Combined federal, state and local taxes, fees and surcharges can range from 0-45+%.

21.0 PenTeleData Commercial business hours PenTeleData's normal business hours are 8AM to 5PM Eastern, Monday through Friday, excluding PenTeleData observed holidays. PenTeleData's observed holidays are:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

(GTC-KL-100126)

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PenTeleData

PenTeleData Services – General Agreement Cover Sheet

Customer Name: Pocono Township Supervisors		**PenTeleData Limited Partnership I**	
Billing Address: 112 Township Dr, TANNERSVILLE, PA 18372		**540 Delaware Ave., PO Box 197, Palmerton, PA 18071**	
Contract #: 1608083	**Account #:** 3002002	**Rep:** Tiffany Miles	**Phone:** (610) 826-9247
Non Recurring Fees: $0.00	**Monthly Recurring Fees:** $20.00	**Annual Recurring Fees:** $0.00	

This Agreement contains this General Agreement Cover Sheet, the General Terms and Conditions and all Service Exhibit sheets (Exhibits) indicated below: (collectively, Agreement). The Exhibits supersede the General Terms and Conditions in the event of inconsistencies.

NOTE – All Services must be accompanied by a Service Exhibit Sheet

Service Type:

IPv4 Block

Customer's signature indicates that Customer has read, understands and agrees with each of the Terms and Conditions of this Agreement including the Exhibits, which are incorporated herein. This Agreement shall become effective when signed by both parties.

Company Name: Pocono Township Supervisors	**PenTeleData Limited Partnership I**
Signature:	Signature:
Printed Name:	Printed Name: **Jaime Mendes**
Title:	Title: **Vice President of Operations**
Date:	Date:
Telephone:	Telephone: **855-223-4237**

CCS-NE-051217

Docusign Envelope ID: 31A551F4-12F3-8CA9-834D-1C471A481889

PenTeleData

IPv4 Block Exhibit Sheet

Customer Name: Pocono Township Supervisors

Date: 10/19/2026

Service Location: 205 Old Mill Rd, Tannersville, PA 18732 **Service Location ID:** SL431475 **IPv4 Allocation Size Requested:** /29	
Term (if applicable): 36 Months **Contract Start Date** (if applicable): **Contract End Date** (if applicable):	**Product Classification:** New **Monthly Recurring Charge:** $20.00 **Non Recurring Charge:**
Special Notes: Add Netblock 29- 3 year term	

This Exhibit consists of the following Terms and Conditions, any Sales Quotes, Sales Disclaimers, Contracts, and Equipment Rental Agreements. This Exhibit, together with the General Agreement Cover Sheet and PenTeleData Services Agreement-General Terms and Conditions set forth the terms and conditions under which PenTeleData will provide the use of IP Addresses to Customer.

1. In general, our practice is to assign IP addresses to devices, which have multiple clients, simultaneously connecting to them on a consistent basis from the Internet. Where ubiquitous IP technology exists that can be used without impacting performance or security, those technologies are expected to be used to conserve IPv4 address space.
2. Additional IPv4 Addressing, Dedicated Internet Access Service
   - 2.1. For an additional charge, PenTeleData will provide each Dedicated Internet Access Customer globally-routable IPv4 networks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT).
   - 2.2. PenTeleData will provide up to a /23 of globally-routable IPv4 addresses such that the Customer can ensure 66% utilization of those IP addresses at the time of the request. All requests for IPv4 addresses require a network map and detailed network information for justification.
   - 2.3. Globally-routable additional IPv4 addresses may change with 120 calendar days notice.
3. Additional IPv4 Addressing, Broadband Internet Service
   - 3.1. For Sonic and Force Broadband Internet Service plans, for an additional charge, PenTeleData will provide each Broadband Internet Service Customer globally-routable IPv4 networks on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation.
   - 3.2. PenTeleData will provide up to a /27 of globally-routable IPv4 addresses such that the Customer can ensure 66% utilization of those IP addresses at the time of the request. All requests for IPv4 addresses require a network map and detailed network information for justification.
   - 3.3. Globally-routable IPv4 addresses may change with 30 calendar days notice.
4. PenTeleData will perform quarterly scans of all IPv4 networks to ensure that they are at least 66% utilized in PenTeleData's estimation. Customers whose IPv4 assignments are found to not be at least 66% utilized must either exchange their assigned IPv4 network for one of a smaller size within 30 days of notice or be assessed a penalty charge in the amount of $20/quarter for each IPv4 address determined not to be in use by PenTeleData.
5. IPv6 Addressing, Dedicated Internet Access Service
   - 5.1. PenTeleData will provide a /56 network of globally-routable IPv6 addresses to the Customer if requested and on an as-needed basis.
6. IPv6 Addressing, Broadband Internet Access Service
   - 6.1. For Sonic and Force plans, PenTeleData will provide a /56 network of globally-routable IPv6 addresses to the Customer if requested and on an as-needed basis.
   - 6.2. For non-Sonic and non-Force plans, additional globally-routable IPv6 addresses are not available.
7. All IP addresses allocated to a Customer remain the property of PenTeleData. The Customer may only use the allocated IP addresses so long as they maintain a Dedicated Internet Access Service or Broadband Internet Access Service with PenTeleData.

Customer Initials:	PenTeleData Initials:
Date:	Date:

EXHIBIT-CODE-123

PenTeleData

PenTeleData General Terms and Conditions

The following General Terms and Conditions apply to all products and services provided pursuant to this Agreement and Service Exhibits.

1.0 Billing

1.1 Customer shall pay PenTeleData for its use of the Services at the rates and charges specified in the Exhibits, without deduction, set off or delay for any reason, including circumstances arising under any other Exhibit. Charges set forth in the Exhibits do not include applicable taxes.

1.2 Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Any restrictive endorsements or other statements on checks are invalid. Customer shall reimburse PenTeleData for all collection costs, including reasonable attorney's fees, associated with collecting delinquent or dishonored payments. A returned check fee of $20 shall apply. Past due amounts will be assessed a 1.5% with a minimum $2 interest charge per month or the maximum rate allowed by law.

1.3 Customer may be required to pay a deposit or prepay for certain services.

1.4 Customer is responsible for all shipping charges, sales and use taxes, and all other taxes and levies which are applicable to this Agreement and the provision of services there under, including personal property tax on the equipment used by PenTeleData in connection therewith, if any, but excluding tax on PenTeleData's income. Valid tax exemption certificates must be provided prior to the commencement of Services.

1.5 Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by PenTeleData. These may include, without limitation, accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

1.6 PenTeleData may adjust the charges for the services provided hereunder upon the expiration of the initial term set forth herein or by giving customer at least thirty (30) days prior written notice. If PenTeleData increases the service charges, customer may terminate this Agreement upon written notice to PenTeleData prior to the effective date of the increase.

1.7 PenTeleData may assess reasonable Time and Material Charges when a Customer reports an issue to PenTeleData for repair or trouble isolation that requires a Dispatch and no trouble is found in PenTeleData or its Partners facilities and/or network, or with any PenTeleData managed customer premise equipment.

1.8 All transport services ordered from PenTeleData will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by PenTeleData, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a PenTeleData provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to PenTeleData that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.

1.9 Charges for certain Services are subject to additional taxes and fees including, but not limited to, Sales Tax, PA GRT and USF Recovery fees. Such charges are subject to change by PenTeleData and shall be applied in absence of a valid tax exemption certificate.

2.0 Changes or Cancellation Requests Prior to Commencement Date

2.1 If Customer cancels a portion or the entirety of a Service Order prior to Commencement date, Customer will have no further liability except for reimbursement of PenTeleData's expenses that were incurred before receiving the cancellation notice as well as payment of any NRC charges associated with the Service Order components being cancelled. Restocking fees may apply for equipment already assigned to provision the Service Order.

PenTeleData will provide to Customer in writing the date by which PenTeleData intends to activate and complete delivery of each Service ("FOC Date"). The FOC Date may be changed by PenTeleData for any reason including, but not limited to, weather events, pole application and/or make ready delays at any time. Customer may request changes to a Service Order without penalty within five (5) business days of PenTeleData establishing a FOC Date. For changes requested more than five (5) business days after the applicable FOC Date(s) are established, but before Service Commencement, Customer will reimburse PenTeleData for any costs directly resulting from the requested change, including payment of any NRC charges associated with any products or services being changed or cancelled on the Service Order.

A Service Order may be modified by Customer without penalty at any time before the Commencement date if the change constitutes an upgrade, including additional services or a longer contract term, and results in greater total revenue.

Any change must be documented through a replacement Service Order, Amendment or Change Order to the existing Service Order, executed by both Parties. The provisions in this section apply only to Services provided directly by PenTeleData and excludes any Services being resold from another underlying Carrier or Vendor which will be handled on an ICB basis.

2.2 Customer Requested FOC Delay: Before the applicable FOC Date(s), Customer may submit a written request to PenTeleData Sales Engineering to postpone the FOC Date(s). The request must be received by PenTeleData at least twenty (20) business days before the

scheduled FOC Date(s). Customer may defer the FOC Date(s), without charge, for one or more periods totaling no more than sixty (60) calendar days from the originally scheduled FOC Date(s). Requests falling outside these parameters may be considered on an individual-case basis ("ICB"). The provisions in this section apply only to Services provided directly by PenTeleData and excludes any Services being resold from another underlying Carrier or Vendor which will be handled on an ICB basis.

3.0 Customer Responsibilities for Users

3.1 A User is anyone who Customer permits, by commission or omission, to use or access any Service, including but not limited to Customer's Affiliates.

3.2 Customer represents and warrants that its use and User's use of Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use, including all policies posted from time to time on the PenTeleData website, http://www.penteledata.net/aup.

3.3 Except as expressly stated in an Exhibit, Customer may not resell any Services.

3.4 Customer authorizes PenTeleData to monitor and record calls and transmissions to or from PenTeleData sales, billing, and support staff concerning the Services in order to detect fraud, check quality and operate, maintain and repair the Services. Said information shall be disclosed only for internal purposes, in case of emergency as determined by PenTeleData, at the request of law enforcement officials and as otherwise may be required by law.

3.5 PenTeleData uses a third-party collection agency to assist in collecting past due accounts. PenTeleData provides its collection agency with Customer billing data and account information to verify Customer's identity for collection purposes.

4.0 Leases

4.1 Unless otherwise stated as equipment or facilities purchased by Customer herein, all facilities regarding Internet Access shall be leased, as opposed to purchased from PenTeleData. Customer gains no ownership interest in the leased facilities and has no right to purchase said facilities.

4.2 PenTeleData and its agents or assigns shall maintain exclusive management and maintenance control over the facilities leased hereunder. For the purposes of this Agreement, facilities shall include but are not limited to fiber optic cables, CSU/DSUs, modems, routers, ATM switches, etc.

4.3 Any software provided by PenTeleData is subject to the software designer's license agreement. Nothing herein shall be construed to convey to Customer any ownership or use in the software greater than the license provided by the designer/copyright owner.

4.4 The Network is and shall remain the property of PenTeleData regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs PenTeleData's title to the Network, or any portion thereof, or exposes PenTeleData to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude PenTeleData from using the Network for services provided to other PenTeleData customers. For a period of three (3) months following PenTeleData's discontinuance of Service to the Service Location(s), PenTeleData retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent PenTeleData removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear expected.

4.5 In order to deliver certain Services to Customer, PenTeleData may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the PenTeleData Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless PenTeleData has secured such access prior to this Agreement. In the event that Customer fails to secure or maintain such Access within a particular Service Location, PenTeleData may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If PenTeleData is unable to secure or maintain Access outside of a particular Service Location, in which Access is needed to provide Services to such Service Location, Customer or PenTeleData may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum forty-five (45) days' prior written notice to the other party. In such event, if PenTeleData has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, PenTeleData shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

5.0 Hazardous Materials

5.1 If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, PenTeleData may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify PenTeleData to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by PenTeleData as a result of encountering hazardous materials,

including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

6.0 Publicity

6.1 Each Party agrees that the other will not make any public statement or announcement regarding this Agreement without the consent of the other. Such consent will not be unreasonably withheld.

6.2 Notwithstanding the foregoing, Customer agrees to permit PenTeleData to identify Customer as a customer in marketing and advertising materials.

6.3 Each party agrees not to display or use, in advertising or otherwise, any of the other parties logos, trademarks, service marks or otherwise without the consent of the other. Such consent shall not be unreasonably withheld.

7.0 Equipment not provided. PenTeleData shall not be responsible for the installation, operation or maintenance of equipment, facilities and software not provided by PenTeleData; nor shall PenTeleData be responsible for the transmission or receipt of information by equipment, facilities and software not provided by PenTeleData.

8.0 No Warranties; Limitation of Liabilities

8.1 Except for service warranties contained herein or in an attached exhibit, PenTeleData does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the service provided hereunder.

8.2 Except for service warranties contained in an attached exhibit, PenTeleData will not be responsible for any loss of data from delays, non deliveries, incorrect deliveries, service interruptions, including those caused by the negligence, errors or omissions of PenTeleData, or other losses or damages.

8.3 PenTeleData shall not be liable to Customer for any damage arising from any event that is out of the control of PenTeleData. Neither shall PenTeleData be liable to Customer for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of PenTeleData, or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PenTeleData has been made aware of the possibility of such damages.

8.4 Any damages not excluded by this section or any provision of an Exhibit shall be limited to proven direct damages not to exceed per claim or in the aggregate during any twelve-month period the total net payments made by customer for the applicable service under the applicable attachment during the 12 months preceding the month in which the damage occurred.

8.5 This Agreement does not expressly or implicitly provide any third party (including Customer's Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

8.6 Notwithstanding the performance standards identified in an exhibit, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications or activities where absolutely accurate data or information is required.

8.7 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of PenTeleData is limited to the maximum extent permitted by law.

9.0 Indemnification

9.1 The parties agree to indemnify fully, defend and hold harmless each other and their respective parents, affiliated or subsidiary companies and officers, agents and employees from and against any and all third party claims, (including Users) demands, damages and costs (including without limitation, reasonable attorney's fees), liabilities, suits, actions and proceedings of any nature and regardless of form of action arising from or in connection with this Agreement.

9.2 The indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby.

9.3 The indemnifying party shall have control of the defense or settlement provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own choosing and at its sole expense.

9.4 The indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

9.5 The indemnifying party shall not, without the indemnified party's express prior written consent, make any admission or stipulation, or consent to any settlement agreement or injunctive or non-monetary relief which could adversely affect any indemnified party.

10.0 E-mail de-activations. Any PenTeleData provided e-mail box that is inactive for six consecutive months will be deleted. Any e-mail within an inactive e-mailbox is probably spam and will be automatically deleted without inspection along with the e-mail box. Once deleted, the e-mail address

associated with the e-mailbox will be deleted and become available for assignment to other customers. An e-mailbox is inactive if it has not been checked in 6 months, does not have an e-mail forward associated with it and is not the primary login for a dial-up account. If you intend to keep a mailbox active you may do so by retrieving e-mail from within the e-mailbox at least once every 6 months. PenTeleData is not responsible for any loss of any kind because of the deletion of boxes or the e-mail inside. If your e-mailbox is deleted for inactivity, you may contact Customer Service at 800.281.3564 to have the e-mailbox reinstated if the e-mail address is still available.

11.0 Prohibited Assignments. Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this Agreement.

12.0 Governing Law. The parties will negotiate in good faith in an effort to resolve any dispute, disagreement or claim without resort to formal legal proceedings. During the course of such negotiations, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully apprised of the situation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The Courts of Carbon County, Pennsylvania shall be the exclusive forum for any disputes arising out of this Agreement.

13.0 Right to Equitable Relief. The parties agree that a breach of the conditions of use provision of this Agreement and the Exhibits would result in substantial damages to PenTeleData, which would be difficult, if not impossible, to ascertain and, by reason of that fact, the parties agree that in the event of any breach of these paragraphs, PenTeleData, its successors and assigns, shall have the right to enforce the Conditions of Use provisions by injunction or other proceedings in equity.

14.0 Notices. Notices under this Agreement shall be given by delivery in person to an officer of the other party (in which event notice shall be deemed given at the time of that delivery), or by first class U.S. Mail or by overnight private carrier (e.g., UPS, FedEx), in which event notice shall be deemed given 3 business days after such deposit of notice with the carrier with the cost of delivery full pre-paid. To be effective, notices given via the U.S. Mail or private carrier shall be followed within 24 hours with fax or electronic mail delivery of said notice.

15.0 Force Majeure. Failures of service by the local exchange or the interexchange carrier, local cable company, or other third party or by strikes, labor disturbances, Acts of God, or any event of force majeure which prevents commencements of service hereunder or causes material continuing degradation of service under this Agreement shall give both PenTeleData and Customer a right to terminate this Agreement. No damages or cost reimbursements will be owed by either party to the other if this Agreement is terminated on account of an event of force majeure or an act of an unrelated third party. In any event, each party shall cooperate to enable PenTeleData to remove the Equipment, if any, and otherwise to cease providing service without undue cost or delay.

16.0 PenTeleData may send service affecting information to the e-mail addresses indicated on the master contract, those provided by the customer to the PenTeleData Sales-Engineering team for notification, those provided by the customer to the PenTeleData Network Control Center, as well as any that the customer configures through the PenTeleData customer portal. PenTeleData may send PenTeleData announcements and promotional information to addresses listed on the master contract as well as those addresses provided by the customer to the PenTeleData Sales or Commercial Customer service group.

17.0 Termination

17.1 If a party breaches any material term of this Agreement and fails to remedy the breach within 30 days of receipt of written notice, the other party may terminate for cause any Exhibit affected by the breach. If Customer fails to pay any charge when due and such failure continues for 30 days, PenTeleData may, at its option, terminate affected Exhibits, suspend Service under affected Exhibits, require a deposit under any or all Exhibits as a condition of continuing Service and/or terminate this entire Agreement. Reactivation of suspended Service is subject to a reactivation fee.

17.2 An Exhibit may be terminated immediately upon written notice by either party, only if: the termination is mandated by governmental or regulatory authority; or the other party files a bankruptcy petition or has an involuntary bankruptcy petition filed against it.

17.3 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, PenTeleData may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, PenTeleData may, in its sole discretion, terminate this Agreement, in whole or in part, upon forty-five (45) days written notice to Customer

17.4 Termination by either party of an Exhibit does not waive any other rights or remedies it may have under this Agreement.

17.5 Termination or suspension of an Exhibit, except as provided in 16.1, shall not affect the Services provided or the rights and obligations of the parties under any other Exhibit.

17.6 Either party may terminate any Exhibit, after the expiration of the Exhibit's initial Term, upon 60 days prior written notice to the other party; further, Customer may terminate any Exhibit with 30 days prior written notice and payment of any applicable Termination Charges.

17.7 Early Termination Charges. Unless otherwise noted in the exhibit, the termination charge is 100% of the remaining charges for all the exhibits until the end of the initial term.

17.8 PenTeleData may terminate any Exhibit for Customer's breach of this Exhibit, including without limitation failure to abide by the Conditions of Use and delinquency. Upon termination, Customer shall be liable for all charges incurred as of the date of termination, and, if applicable, any Termination Charges associated with any Exhibit.

18.0 Entire Agreement. The Agreement, Cover sheet and each of the Exhibits, if any, represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. PenTeleData may change or modify the Agreement, and any related policies from time to time ("Revisions"). Customer will receive notice of the Revisions in the next applicable monthly invoice or via e-mail to the account authorized contact. The Revisions are effective upon notification. Customer shall have forty five (45) calendar days from the notification of such Revisions to provide PenTeleData with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice PenTeleData is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to PenTeleData beyond the termination date, including early termination charges, if any. This shall be Customer's sole and exclusive remedy.

19.0 Severability. If any portion of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain effective and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.

20.0 Taxes, Fees and Surcharges.

20.1 PenTeleData's rates and charges for service are exclusive of the following taxes, fees and surcharges. Taxes, fees and surcharges include, but are not limited to the following:

20.1.1 Applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes

20.1.2 Tax-like charges to recover charges PenTeleData is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs

20.1.3 All other tax-like charges that are imposed or operate like taxes, but are not directly referred to as taxes

20.1.4 Any tax imposed by an authority on the benefits of a promotion offered by PenTeleData involving services or goods of a third party as well as all other taxes

20.1.5. A tax-related surcharge to recover a tax or fee imposed in a jurisdiction which levies, or asserts a claim of right to levy:

20.1.5.1 A gross receipts tax, a license tax, or other tax-like charge on PenTeleData's gross receipts, revenues or operations; and

20.1.5.2 A tax on interstate access charges incurred by PenTeleData for access to telephone exchanges based on the amount paid for interstate access charges; and

20.1.5.3 A Property Surcharge which allows PenTeleData to recover a portion of the property tax it pays to state and local jurisdictions; and

20.1.5.4 A Cost Recovery Fee which allows PenTeleData to recover regulatory fees and expenses incurred by PenTeleData such as FCC regulatory fees, federal regulatory fees to fund programs, various State Public Utilities Commission (PUC) fees, various state business licenses, and various state annual regulatory fees; and

20.1.5.5 Franchise Cost Recovery Fees which allow PenTeleData to recover local government franchise fees and right-of-way costs incurred for the use of the public right-of-way; and

20.2 An Administrative Expense Fee to recover a portion of internal costs and expenses incurred by PenTeleData to implement, administer, and comply with federal regulations and programs.

20.3 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)."

20.3.1 PenTeleData will assess all applicable taxes and the customer will be responsible for paying these taxes.

20.4 If PenTeleData collects Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by PenTeleData or delivered over to the jurisdiction and returned to PenTeleData, PenTeleData, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction.

20.4.1 PenTeleData reserves the right to collect any applicable Taxes retroactively.

20.5 If the Customer provides PenTeleData with a duly authorized exemption certificate, PenTeleData will exempt the Customer in accordance with law, effective on the date PenTeleData receives the properly executed certificate.

20.5.1 There are some charges that are not eligible for exemption.

20.6 If the Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, within 90 days of the withholding, the Customer shall provide PenTeleData with official tax certificates documenting remittance of the taxes.

20.6.1 The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against PenTeleData's U.S. corporation income tax, and shall be accompanied by an English translation.

20.6.2 Upon receipt of the tax certificate, PenTeleData will issue the Customer a credit for the amounts represented.

20.7 More detailed information regarding applicable federal, state and local taxes, fees and surcharges is provided below:

20.8 Federal, state and local governments assess a variety of taxes and surcharges. PenTeleData collects the required taxes and remits the appropriate amounts to the taxing agencies. There are several types of federal, state and local taxes, fees and surcharges that apply to services sold by PenTeleData including:

20.8.1 Federal Universal Service Fund Surcharge (FUSF) – see below section on FUSF for more detail
20.8.2 Federal, state and local taxes, fees and surcharges – see below section on taxes for more detail
20.8.3 Other surcharges – see below section on other surcharges for more detail

20.9 The information contained in this document is for reference only and is subject to change without notice. It is not intended to replace or supersede any Federal, State or Local laws and regulations. Updated information with respect to changes in Federal, State and Local taxes can be obtained from the respective governmental agencies.

20.10 FEDERAL UNIVERSAL SERVICE FUND (FUSF)

20.10.1 The Federal Universal Service Fund (FUSF) surcharge is billed at the FUSF rate established by the FCC. The rate changes from time to time, generally on a quarterly basis. It is a regulatory charge, not a tax.
20.10.2 The FSF surcharge is a percentage of all applicable charges appearing on a Customer's invoice. The current percentage can be found at https://www.fcc.gov/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support. The FUSF surcharge applies to telecommunications services subject to direct regulation by the Federal Communications Commission (FCC), as well as to interconnected VoIP. A Customer will not be required to pay the FUSF if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, i.e., not for its own internal use, and is contributing directly into the government's Universal Service funding programs.
20.10.3 The FUSF will: (i) be calculated after the application of promotional and other discounts; (ii) not be eligible to receive promotional or any other discounts; (iii) be calculated based upon the rates and charges applicable to the Customer's total interstate and international service, unless otherwise specified; (iv) apply to tax-like and/or tax-related surcharges as defined or described herein; and (v) not apply to calls using Telecommunications Relay Service (TRS) or to calls originated by certified Customers with hearing or speech impairments.
20.10.4 Universal Service is a Federal Communications Commission (FCC) program designed to ensure affordable access to telecommunications services to low-income customers, rural areas, school and libraries, and rural healthcare facilities. The FUSF was established by Congress in order to promote and encourage telecommunications infrastructure and service availability nationwide. The FCC is the agency responsible for the regulation of domestic interstate and U.S.-to-international telecommunications services.
20.10.5 All telecommunications providers that offer interstate and international voice and data, private line, and other regulated services in the United States are required by the FCC to contribute on an equitable and nondiscriminatory basis to the FUSF.
20.10.6 This includes customers whose circuits with PenTeleData have only one end-point in the United States, even if that circuit is being cross-connected by the customer ultimately to terminate internationally.
20.10.7 Interstate circuits have FUSF applied to 100% of the revenue if both ends of the circuit are within the United States.
20.10.8 International circuits have FUSF applied to 50% of the revenue when only one end-point is in the United States.
20.10.9 Taxes generally are assessed on the FUSF surcharge. It is important to understand that the FUSF surcharge is not a tax. It is a charge that the government imposes on telecommunications carriers on the voice and data revenues they collect. The FCC allows carriers to recover the cost of the surcharge from its end-user customers. Thus, the FUSF surcharge is not considered a tax and must be taxed as normal revenues.

20.11 FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES BILLED IN ADDITION TO FUSF

20.11.1 Below is a summary list of the various federal, state and local taxes, fees and surcharges that PenTeleData bills to its customers in addition to FUSF addressed above. Most of these charges are imposed directly on the customer and are collected and remitted by PenTeleData as an agent for the taxing authority.

20.11.1.1 Federal Excise Tax

20.11.1.2 State, County, City and Special District Sales Taxes

20.11.1.3 State and Local Telecommunications Taxes

20.11.1.4 E-911 Fees

20.11.1.5 Gross Receipts Tax Surcharges

20.11.1.6 State Universal Service Fund Surcharges \State Regulatory Fees

20.11.1.7 State and Local Right of Way Fees/Franchise Fees

20.11.1.8 Special Taxes and Fees

20.11.2 In some situations, certain customers may be exempt from certain taxes and governmental surcharges. This is usually in the case of customers who are reselling the services they purchase or customers who are exempt charitable, government or religious organizations

20.11.3 PenTeleData does not determine a customer's tax-exempt status. It is the customer's responsibility to advise PenTeleData of its tax-exempt status.

20.11.4 PenTeleData will bill tax and surcharges until proper notice of exempt status and properly executed exemption documentation is provided.

20.11.5 Combined federal, state and local taxes, fees and surcharges can range from 0-45+%.

21.0 PenTeleData Commercial business hours PenTeleData's normal business hours are 8AM to 5PM Eastern, Monday through Friday, excluding PenTeleData observed holidays. PenTeleData's observed holidays are:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Eve

Christmas Day

(GTC-KL-100126)

Aid Given or Received (NERIS)

Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Aid Given or Received

Breakdown of aid given or received between fire and non-fire services during incidents.

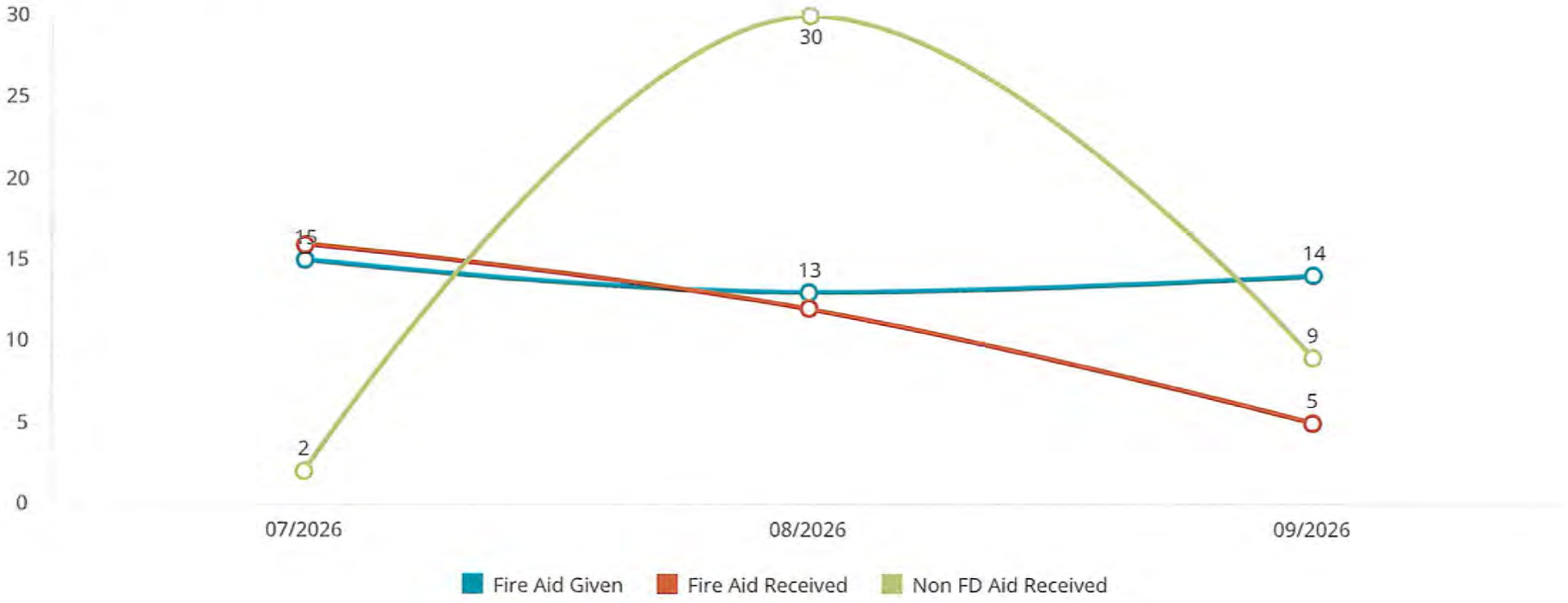
Count of Incidents	Count of Incidents with Fire Aid Giv...	Count of Incidents with Fire Aid Rec...	Count of Incidents with Non FD Aid...
Count of Incidents 172	Fire Aid Given 42 Percent of Fire Aid Given **24.4%**	Fire Aid Received 33 Percent of Fire Aid Received **19.2%**	Non FD Aid Received 41 Percent of Non FD Aid Recieved **23.8%**

Aid Given or Received (NERIS) Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

Filter statement

Filters **incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Aid Given or Received over Time



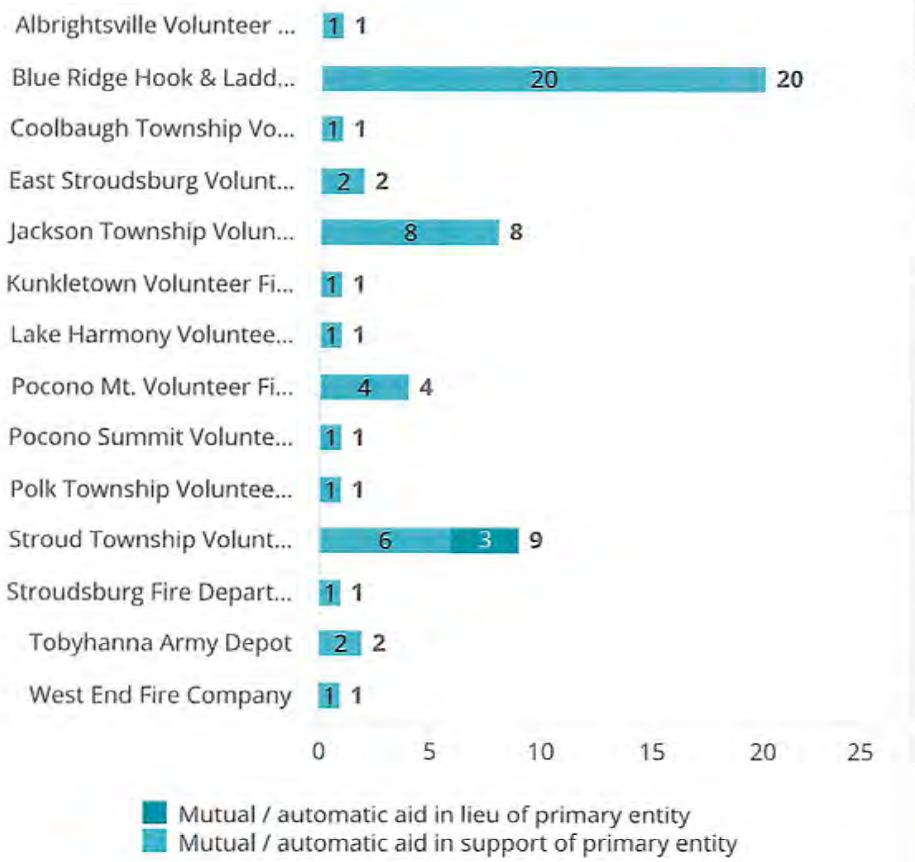
Aid Given or Received (NERIS)

Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

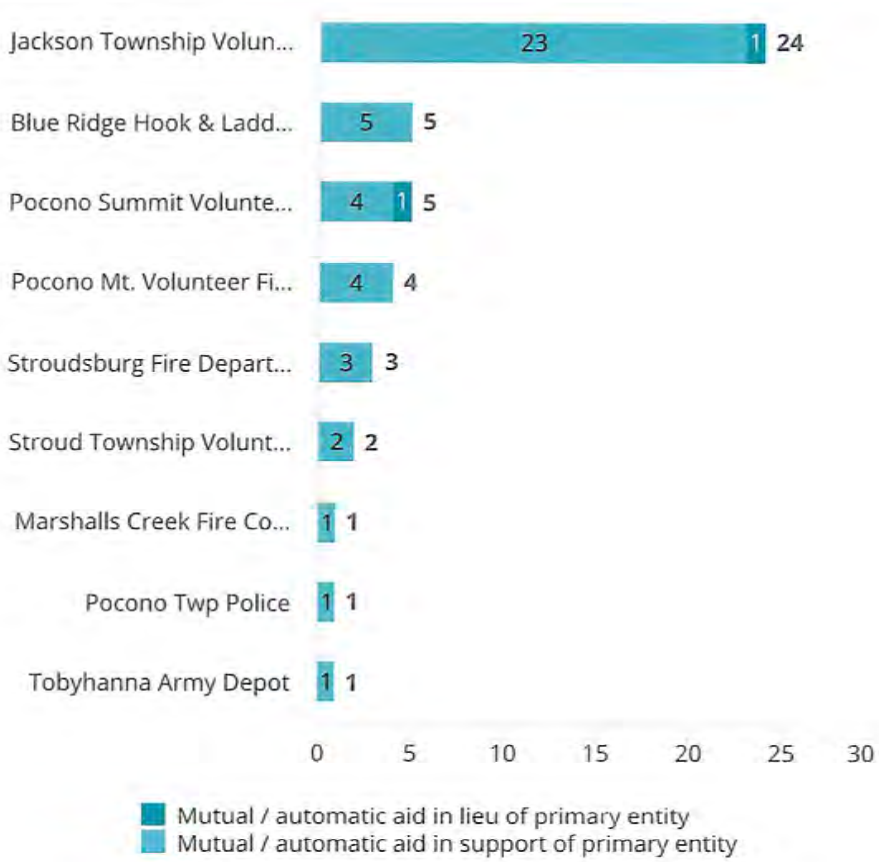
Filter statement

Filters **incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Fire Aid Given Breakdown by Agency



Fire Aid Received Breakdown by Agency



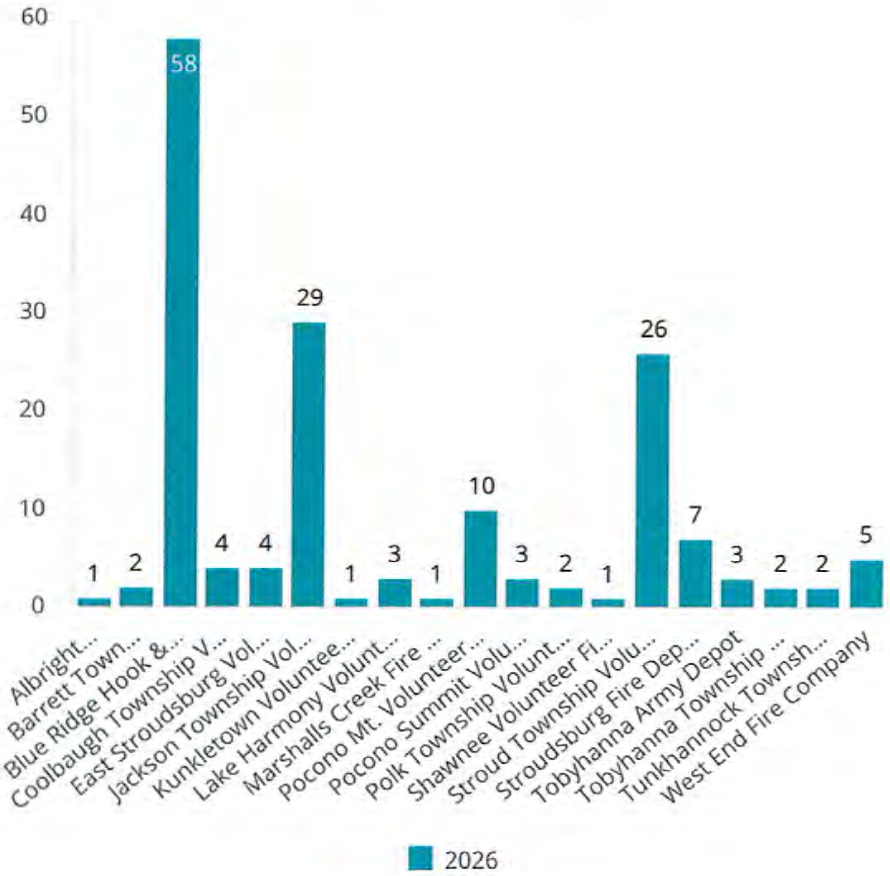
Aid Given or Received (NERIS)

Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

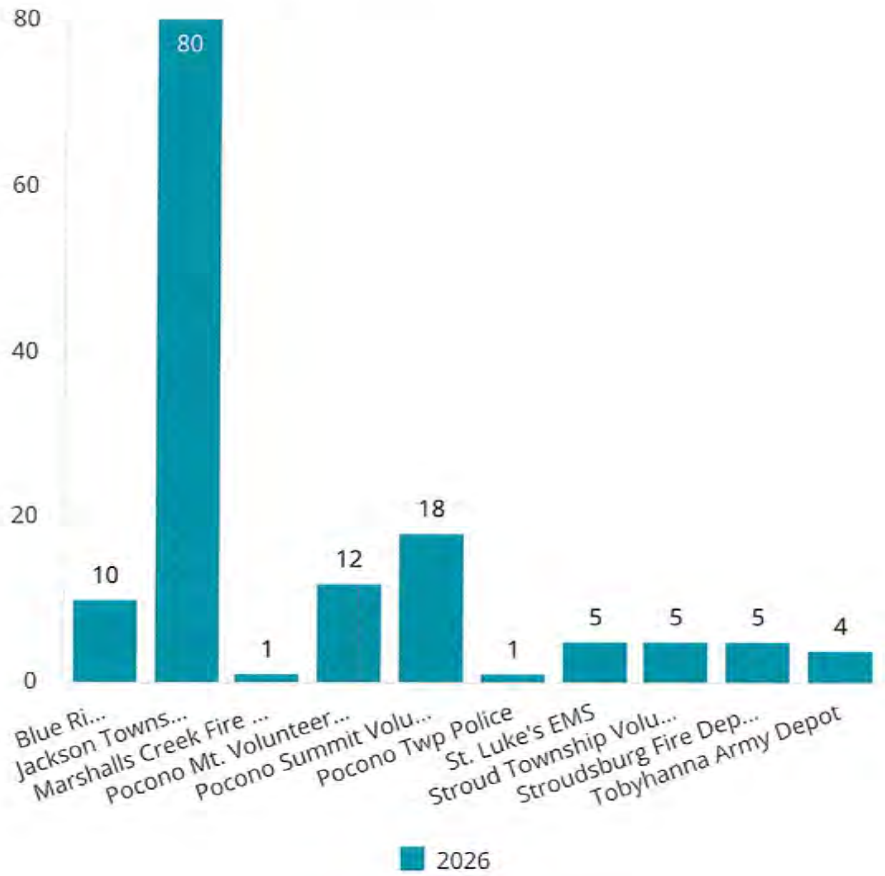
Filter statement

Filters **incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Fire Aid Given By Agency (this & past 3 complete years)



Fire Aid Received By Agency (past 3 complete years)



Aid Given or Received (NERIS) Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Non FD Aid Received By Aid Type (this & past 3 complete years)

Core aid non FD type	Count of Incidents	
	2026	Grand Total
EMS	63	63
Law enforcement	75	75
Utility company / public works	2	2
Grand Total	93	93

Aid Given or Received (NERIS)

Oct 17, 2026 9:28:45 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident Onset Dates** 7/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Fire Aid Given or Received by Incident Number

Incident Number	Incident Onset Date/Time	Aid Direction	Aid Department Aid Type	Aid Department Name
26-0000547	09/24/2026 22:41:52	Given	Mutual / automatic aid in support of primary entity	Pocono Mt. Volunteer Fire Corr
26-0000549	09/25/2026 14:40:57	Given	Mutual / automatic aid in support of primary entity	Blue Ridge Hook & Ladder Fire
26-0000552	09/27/2026 13:53:09	Given	Mutual / automatic aid in support of primary entity	Coolbaugh Township Volunteer
				Pocono Mt. Volunteer Fire Corr
				Pocono Summit Volunteer Fire
				Tobyhanna Army Depot
26-0000553	09/28/2026 09:26:07	Given	Mutual / automatic aid in support of primary entity	Blue Ridge Hook & Ladder Fire
26-0000381	07/01/2026 09:17:54	Received	Mutual / automatic aid in support of primary entity	Pocono Summit Volunteer Fire
26-0000383	07/01/2026 16:29:42	Received	Mutual / automatic aid in support of primary entity	Jackson Township Volunteer Fi
26-0000385	07/02/2026 11:17:45	Given	Mutual / automatic aid in lieu of primary entity	Stroud Township Volunteer Fir
26-0000389	07/03/2026 14:32:42	Given	Mutual / automatic aid in support of primary entity	Blue Ridge Hook & Ladder Fire
26-0000398	07/04/2026 13:20:56	Received	Mutual / automatic aid in support of primary entity	Jackson Township Volunteer Fi
26-0000400	07/05/2026 17:00:25	Received	Mutual / automatic aid in support of primary entity	Jackson Township Volunteer Fi
26-0000404	07/06/2026 08:10:30	Received	Mutual / automatic aid in support of primary entity	Jackson Township Volunteer Fi

Filter statement

Filters **Incident onset** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview

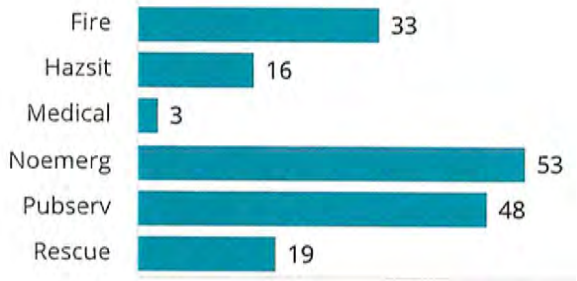
Fire Incident Addresses and Locations (NERIS)

Count of Total Incidents

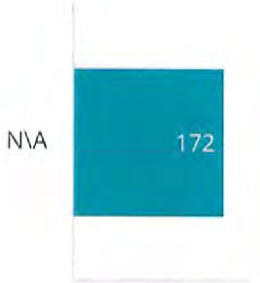
Count of Incidents

172

Count of Incidents by Incident Type Category



Count of Incidents by ...



Count of Incidents by ...

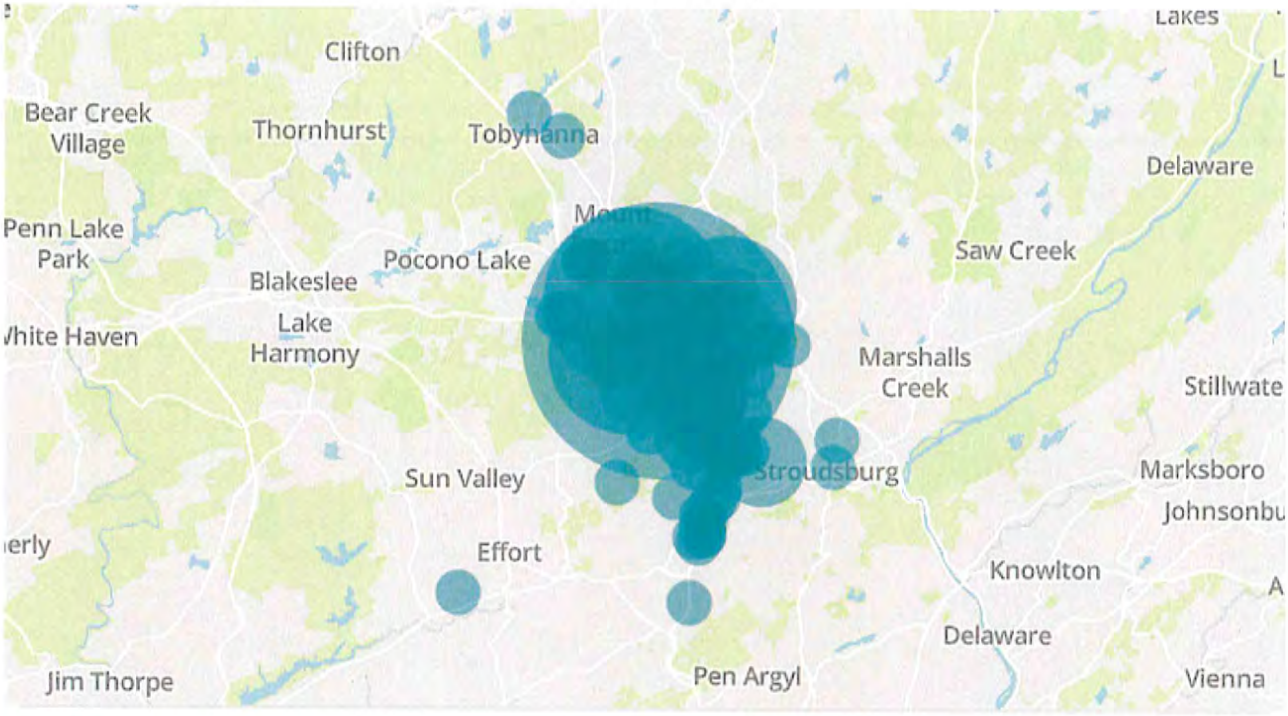


Fire Incident Addresses and Location (NERIS) Oct 17, 2026 9:34:06 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview

Incident Location (Incidents with Location Latitude and Longitude)



Fire Incident Addresses and Location (NERIS) Oct 17, 2026 @ 04:06 PM Fire Incidents (NERIS)

Filter Statement

Filters **Incident onset** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview

Incident Details

Incident Number	Incident Date	Primary Incident Type	Location Addr
26-0000381	7/1/26	Fire / smoke alarm	390 MANOR Dr
26-0000382	7/1/26	Lift assist	214 RIEMAN W
26-0000383	7/1/26	Vehicle fire - commercial	296.2 Interstat
26-0000384	7/1/26	Fire / smoke alarm	1 GREAT WOLF
26-0000385	7/2/26	Fire / smoke alarm	1482 CHERRY L
26-0000386	7/2/26	Fire / smoke alarm	1241 MATTIOLI
26-0000387	7/3/26	Fire / smoke alarm	1 GREAT WOLF
26-0000389	7/3/26	Fire / smoke alarm	3578 Route 61
26-0000390	7/3/26	Weather response	112 SHINE HILL
26-0000391	7/3/26	Weather response	246 LOWER SW
26-0000392	7/3/26	Weather response	CHERRY LANE (
26-0000393	7/3/26	Weather response	LAUREL LAKE R
26-0000394	7/3/26	Weather response	166 ALPINE LAI
26-0000395	7/3/26	Gas alarm	340 MCKAY Ro
26-0000396	7/3/26	Weather response	MCKAY Road
26-0000397	7/4/26	Fire / smoke alarm	238 MAPLE Loc
26-0000398	7/4/26	Steep angle rescue	176 HERRING V
26-0000399	7/5/26	CO alarm	1220 SCOTRUN
26-0000400	7/5/26	Vehicle fire - passenger	293 Interstate
26-0000401	7/5/26	Fire / smoke alarm	3437 Route 71
26-0000402	7/5/26	Fire / smoke alarm	2455 BACK MO
26-0000403	7/5/26	CO alarm	2234 WHITE OA
26-0000404	7/6/26	Motor vehicle collision extrication / entrapment	SHINE HILL Ro
26-0000405	7/6/26	Fire / smoke alarm	1603 RACHEL R
26-0000406	7/6/26	Structural involvement	347 HUNTERS

1-25 of 172 Results ‹ (1) 2 3 4 5 6 7 › Rows per page 25

Fire Incident Addresses and Location (NERIS)

Oct 17, 2026 @ 14:00 (ET) Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview

Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Aid Given or Received

Breakdown of aid given or received between fire and non-fire services during incidents.

Count of Incidents

Count of Incidents
530

Count of Incidents with Fire Aid Giv...

Fire Aid Given
139

Percent of Fire Aid Given **26.2%**

Count of Incidents with Fire Aid Rec...

Fire Aid Received
112

Percent of Fire Aid Received **21.1%**

Count of Incidents with Non FD Aid...

Non FD Aid Received
92

Percent of Non FD Aid Recieved **17.4%**

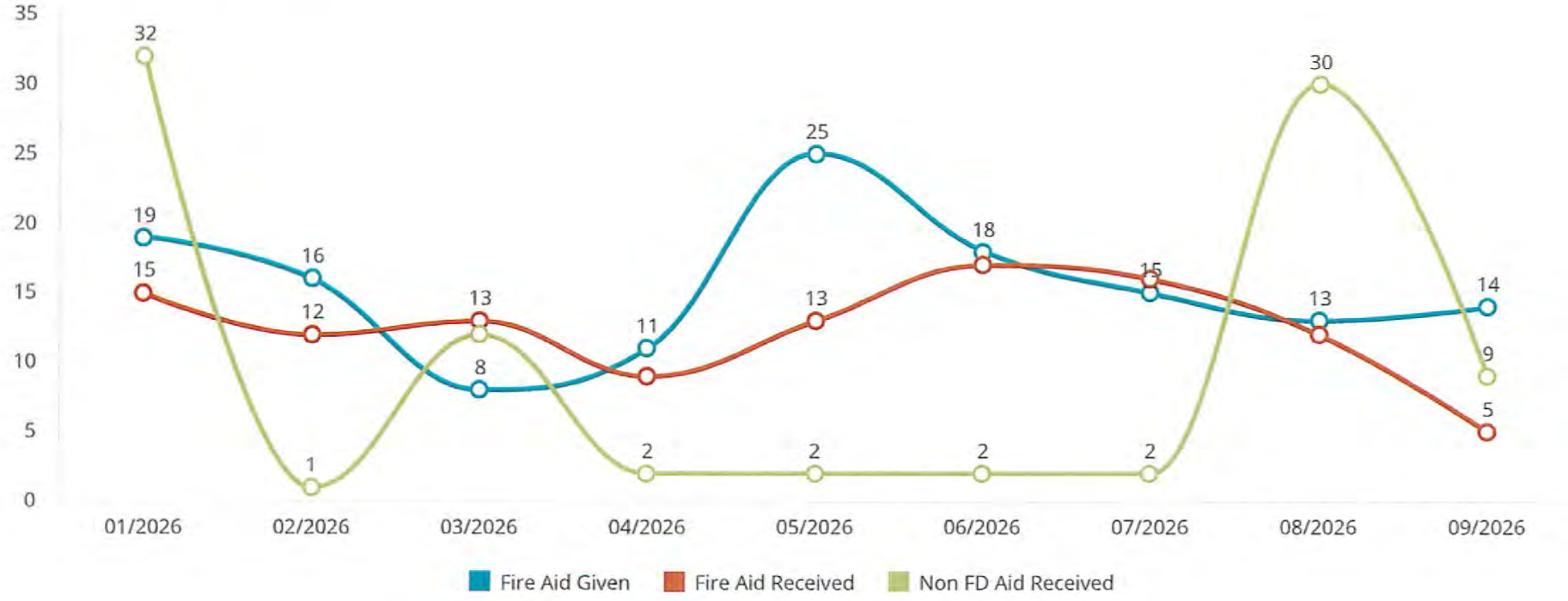
Aid Given or Received (NERIS)

Oct 17, 2026 9:24:24 PM Fire Incidents (NERIS)

Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Aid Given or Received over Time



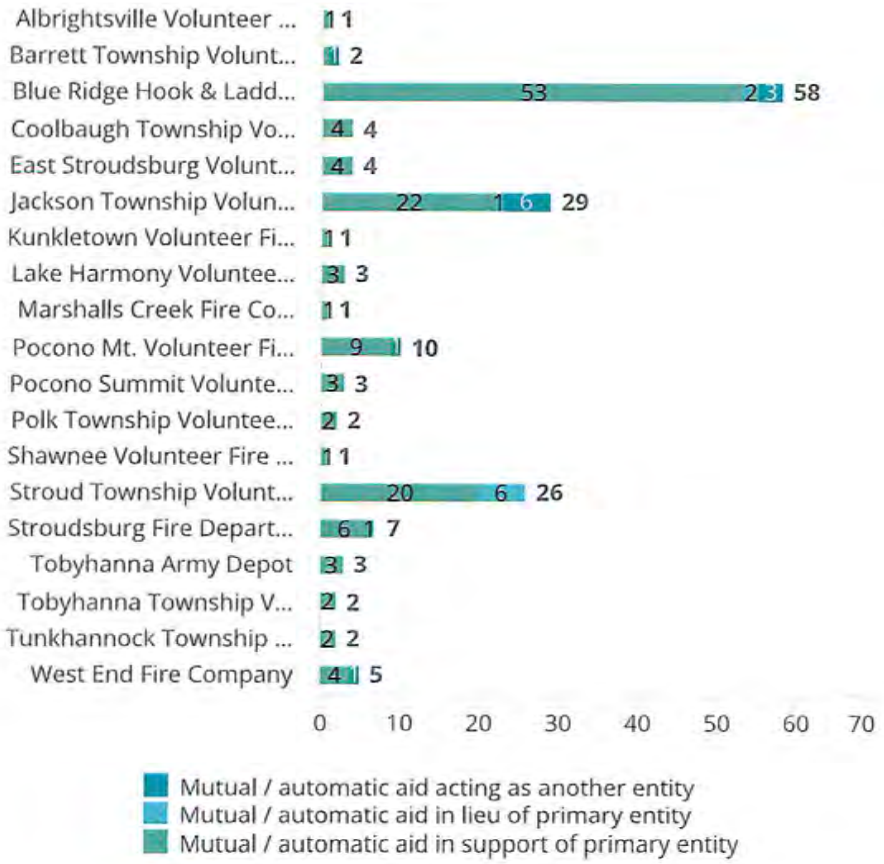
Aid Given or Received (NERIS)

Oct 17, 2026 9:24:24 PM Fire Incidents (NERIS)

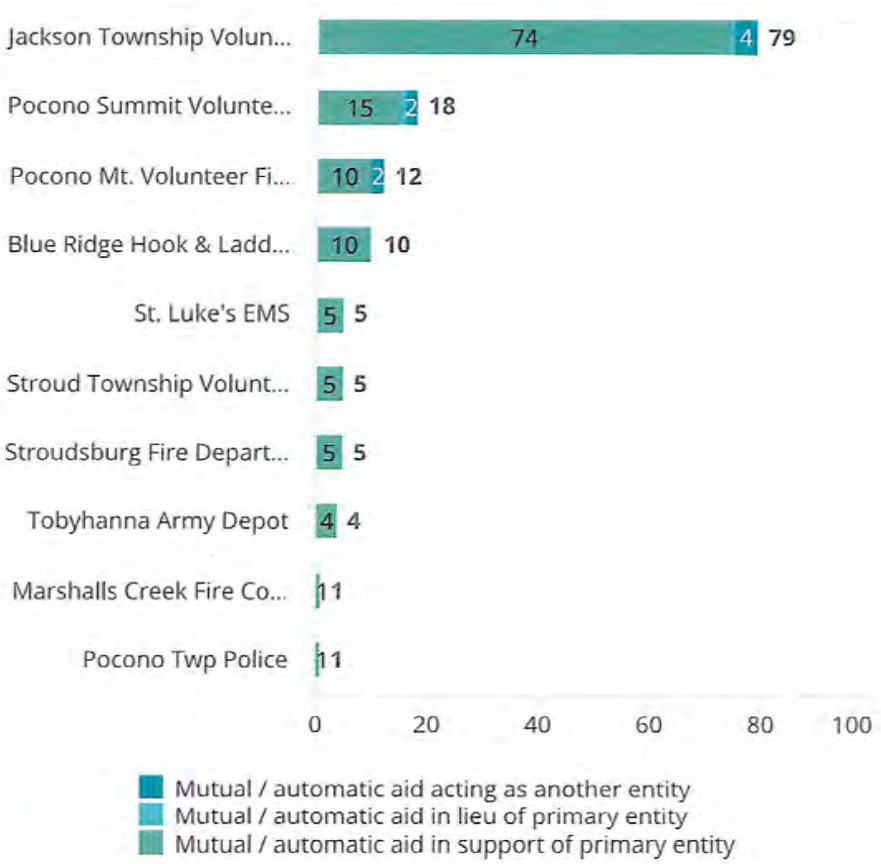
Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Fire Aid Given Breakdown by Agency



Fire Aid Received Breakdown by Agency



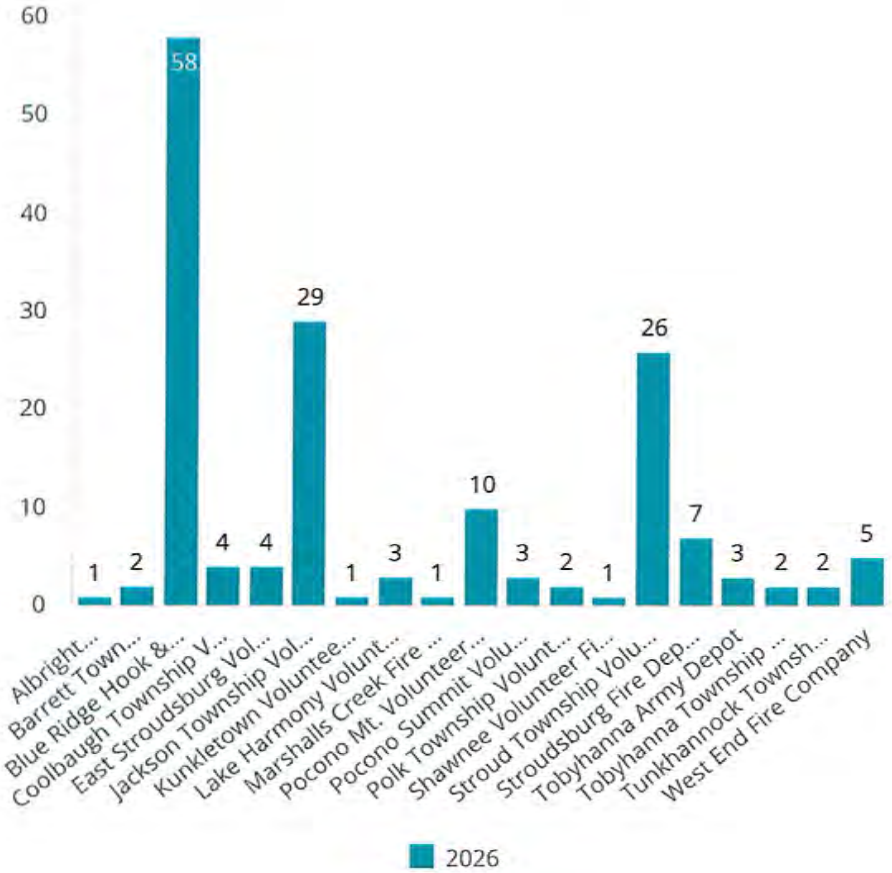
Aid Given or Received (NERIS)

Oct 17, 2026 9:24:24 PM Fire Incidents (NERIS)

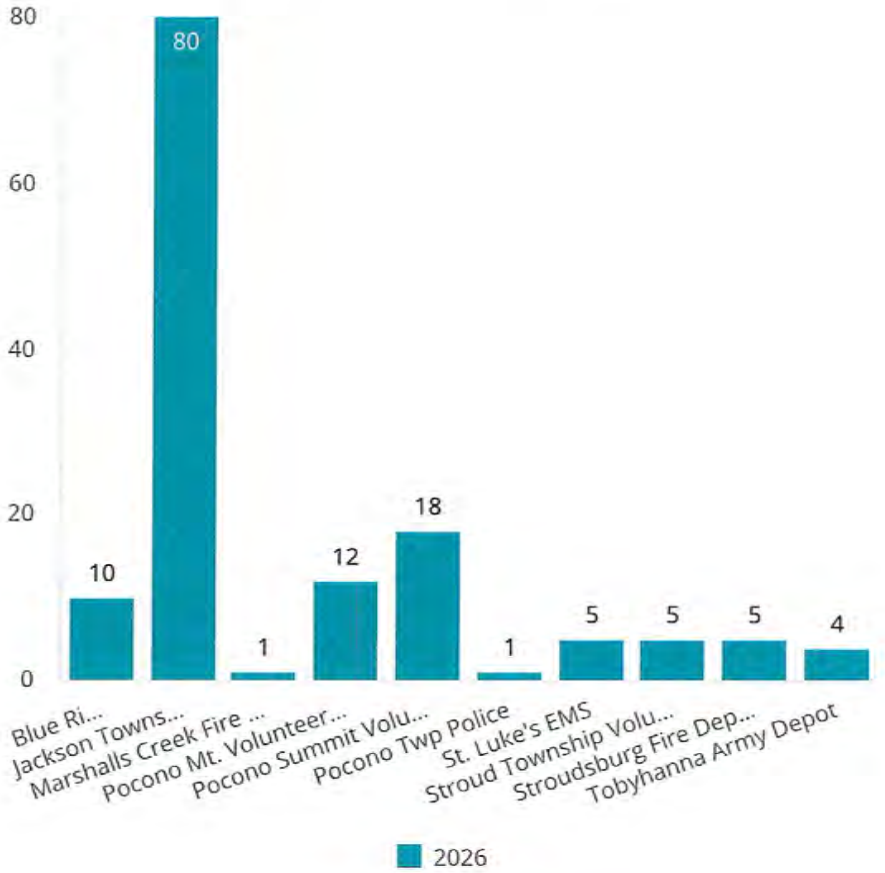
Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Fire Aid Given By Agency (this & past 3 complete years)



Fire Aid Received By Agency (past 3 complete years)



Aid Given or Received (NERIS) Oct 17, 2026 9:24:24 PM Fire Incidents (NERIS)

Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 | **Incident status** Locked, Draft, InReview

Non FD Aid Received By Aid Type (this & past 3 complete years)

Core aid non FD type	Count of Incidents	
	2026	Grand Total
EMS	63	63
Law enforcement	75	75
Utility company / public works	2	2
Grand Total	93	93

Aid Given or Received (NERIS)

Oct 17, 2026 9:24:24 PM Fire Incidents (NERIS)

Filter statement

Filters **incident Onset Dates** 1/1/26 to 9/30/26 **Incident status** Locked, Draft, InReview

Fire Aid Given or Received by Incident Number

Incident Number	Incident Onset Date/Time	Aid Direction	Aid Department Aid Type	Aid Department Name
26-0000547	09/24/2026 22:41:52	Given	Mutual / automatic aid in support of primary entity	Pocono Mt. Volunteer Fire Corr
26-0000549	09/25/2026 14:40:57	Given	Mutual / automatic aid in support of primary entity	Blue Ridge Hook & Ladder Fire
26-0000552	09/27/2026 13:53:09	Given	Mutual / automatic aid in support of primary entity	Coolbaugh Township Volunteer
				Pocono Mt. Volunteer Fire Corr
				Pocono Summit Volunteer Fire
				Tobyhanna Army Depot
26-0000553	09/28/2026 09:26:07	Given	Mutual / automatic aid in support of primary entity	Blue Ridge Hook & Ladder Fire
26-0000002	01/01/2026 04:40:34	Given	Mutual / automatic aid in support of primary entity	Pocono Mt. Volunteer Fire Corr
26-0000001	01/01/2026 01:30:14	Given	Mutual / automatic aid in support of primary entity	Coolbaugh Township Volunteer
26-0000004	01/01/2026 17:45:21	Given	Mutual / automatic aid in support of primary entity	East Stroudsburg Volunteer Fir
				Stroudsburg Fire Department
26-0000005	01/01/2026 20:44:13	Received	Mutual / automatic aid in support of primary entity	Jackson Township Volunteer Fi
				Stroudsburg Fire Department

Filter statement

Filters **Incident onset** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview

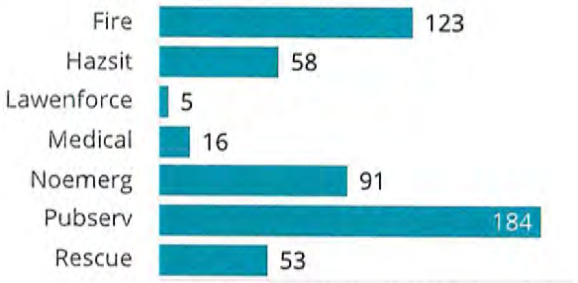
Fire Incident Addresses and Locations (NERIS)

Count of Total Incidents

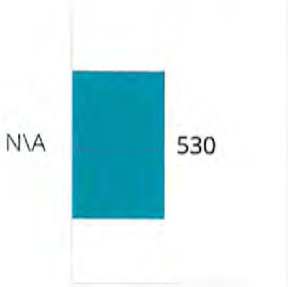
Count of Incidents

530

Count of Incidents by Incident Type Category



Count of Incidents by ...



Count of Incidents by ...

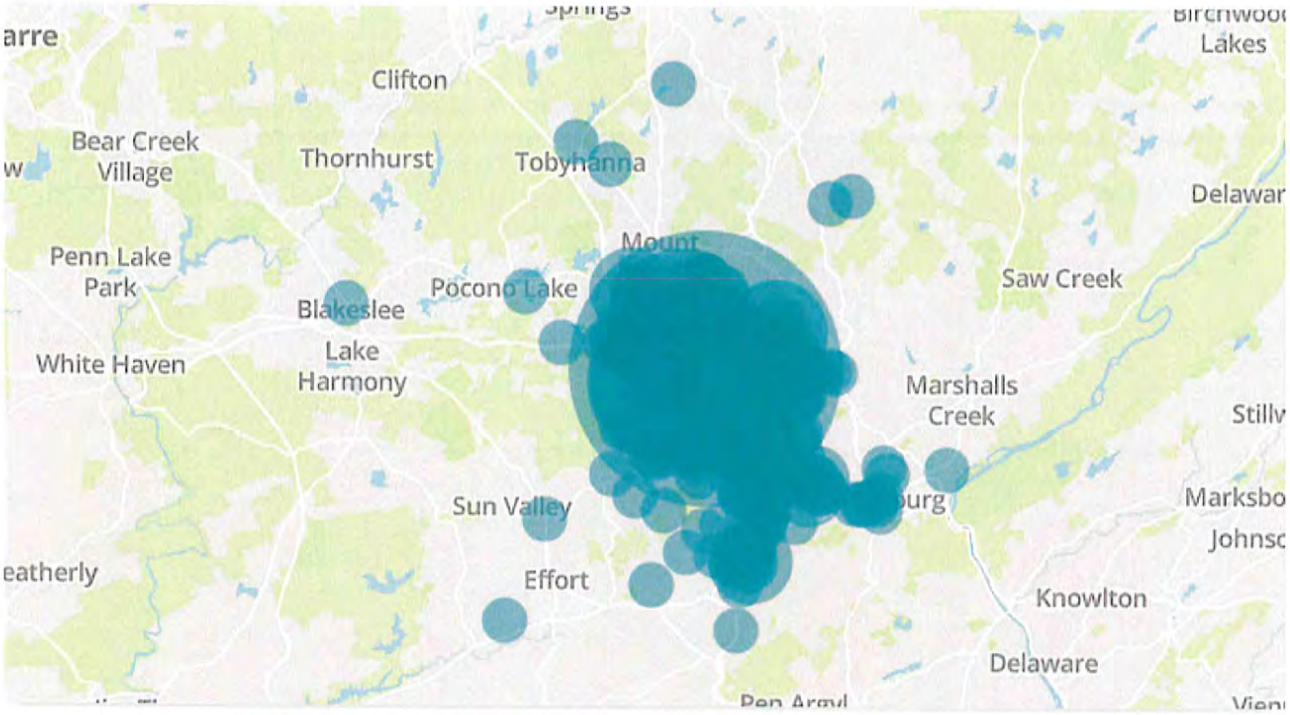


Fire Incident Addresses and Location (NERIS) Oct 17, 2026 9:35:08 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview

Incident Location (Incidents with Location Latitude and Longitude)



Fire Incident Addresses and Location (NERIS) Oct 17, 2026 9:35:08 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview

Incident Details

Incident Number	Incident Date	Primary Incident Type	Location Addr
26-0000001	1/1/26	Cancelled	674 Route 196
26-0000002	1/1/26	Motor vehicle collision extrication / entrapment	312 Woodland
26-0000003	1/1/26	Fire / smoke alarm	398 Fish Hill Rc
26-0000004	1/1/26	Cancelled	38 Waverly Dri
26-0000005	1/1/26	Trash / rubbish fire	225 Resort Dri
26-0000006	1/2/26	Structural involvement	187 Sunbird W.
26-0000007	1/2/26	CO alarm	479 Cays Road
26-0000008	1/3/26	Fire / smoke alarm	390 MANOR Dr
26-0000009	1/3/26	Gas alarm	160 JOJO Road
26-0000010	1/5/26	Odor investigation	2641 Fernwoo
26-0000011	1/5/26	Dumpster / other outdoor container fire	3437 Route 71
26-0000012	1/7/26	Fire / smoke alarm	193 Resort Dri
26-0000013	1/9/26	Fire / smoke alarm	2826 Route 61
26-0000014	1/9/26	Motor vehicle collision extrication / entrapment	ROUTE 715
26-0000015	1/9/26	Smoke investigation	601 Camelback
26-0000016	1/9/26	Fire / smoke alarm	196 Alpine Lak
26-0000018	1/10/26	Fire / smoke alarm	2647 Route 71
26-0000019	1/12/26	No incident found upon arrival / location error	298 I80 Eastbo
26-0000020	1/13/26	Fire / smoke alarm	2826 Route 61
26-0000021	1/13/26	Vehicle fire - passenger	299 I80 Westbc
26-0000022	1/14/26	CO alarm	353 CHERRY LA
26-0000023	1/14/26	CO alarm	168 Sunlight Dr
26-0000024	1/15/26	Vehicle fire - commercial	300 I80 Eastbo
26-0000025	1/15/26	Motor vehicle collision extrication / entrapment	CAMELBACK Rc
26-0000026	1/15/26	Motor vehicle collision	305 I80 Eastbo

1-25 of 530 Results ‹ (1) 2 3 4 5 ··· 22 › Rows per page 25 ~

Fire Incident Addresses and Location (NERIS) Oct 17, 2025 9:35:05 PM Fire Incidents (NERIS)

Filter statement

Filters **Incident onset** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview

Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

Fire Incident Count (NERIS)

Count of Incidents by month, day, hour of day, station, shift, and unit

Count of Total Incidents

Count of Incidents
530

Incident Count By Month (This Year)

Months in Core incident onset date/time	Count of Incidents
01/2026	65
02/2026	55
03/2026	52
04/2026	53
05/2026	61
06/2026	72
07/2026	71
08/2026	59
09/2026	42
Count of Incidents	530

Incident Count By Month (This...

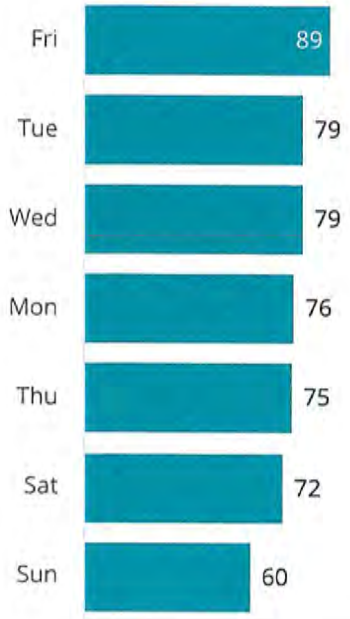


Fire Incident Count (NERIS) Oct 17, 2026 9:39:21 PM Fire Incidents (NERIS)

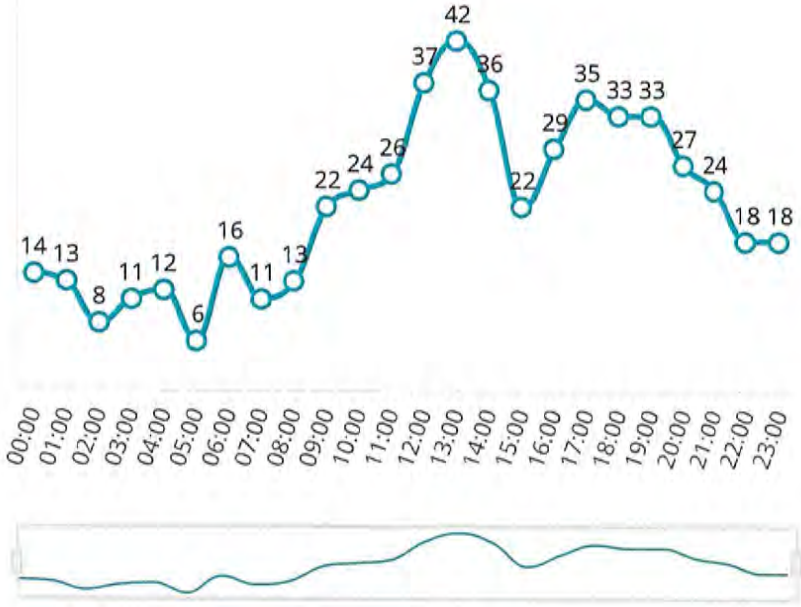
Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

Incident Count by Day of Week



Incident Count by Hour of Day



Incidents by Shift



Incidents by Zone



Incidents by District

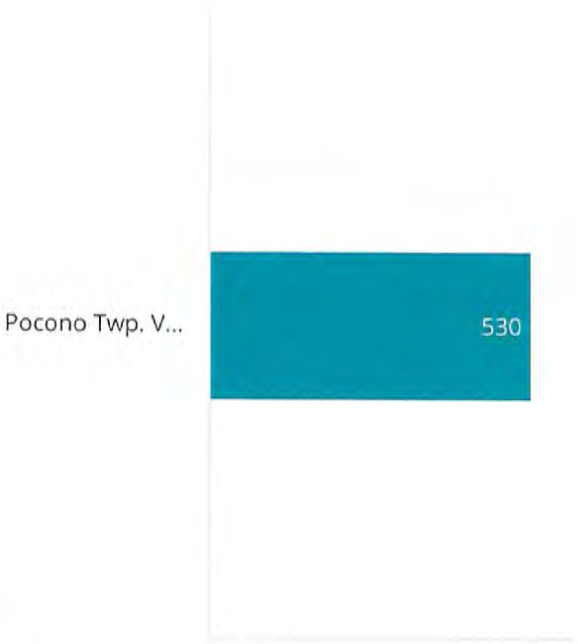


Fire Incident Count (NERIS) Oct 17, 2026 9:37:21 PM Fire Incidents (NERIS)

Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

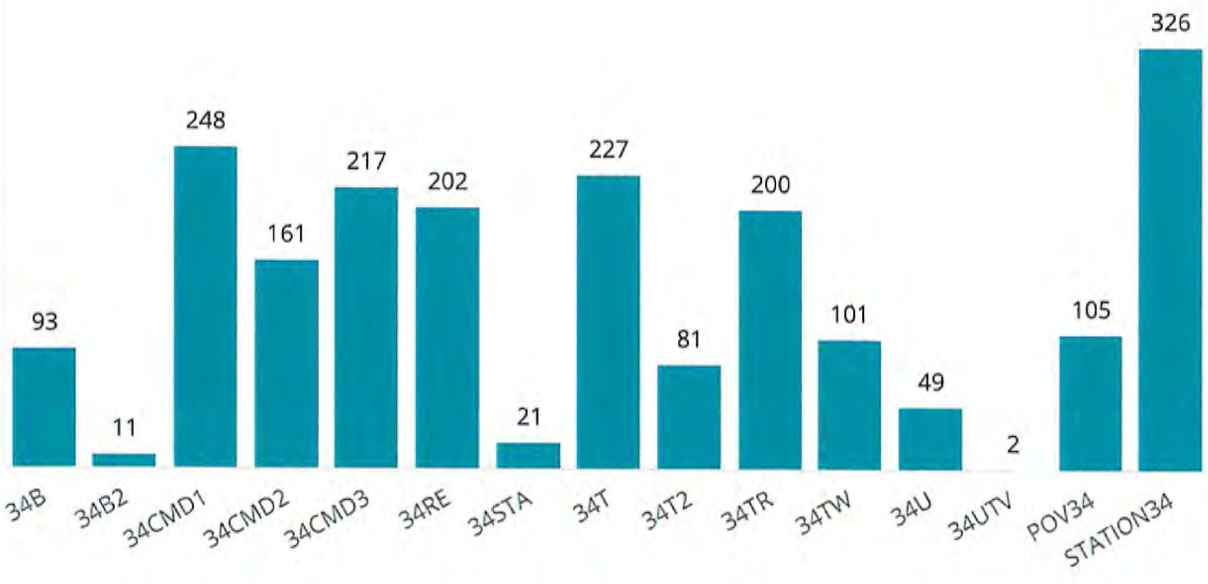
Incidents by Station



Incidents by Battalion



Incident Count by Unit



Fire Incident Count (NERIS) Oct 17, 2026 9:39:21 PM | Fire Incidents (NERIS)

Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

Count of Incident Responses

Station	Shift	Unit	Incidents
			2026
Pocono Twp. Vol. Fire Company	N\A	34B	93
		34B2	11
		34CMD1	248
		34CMD2	161
		34CMD3	217
		34RE	202
		34STA	21
		34T	227
		34T2	81
		34TR	200
		34TW	101
		34U	49
		34UTV	2
		POV34	105
		STATION34	326

Percent of Incident Respon...



Filter statement

Filters **Days in Core incident onset date/time** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

Fire Incident Count (NERIS)

Count of Incidents by month, day, hour of day, station, shift, and unit

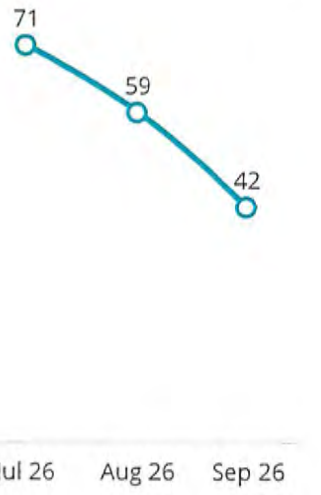
Count of Total Incidents

Count of Incidents
172

Incident Count By Month (This Year)

Months in Core incident onset date/time	Count of Incidents
07/2026	71
08/2026	59
09/2026	42
Count of Incidents	172

Incident Count By Month (This...

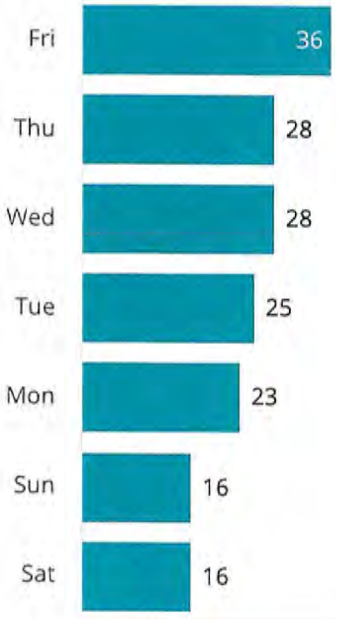


Fire Incident Count (NERIS) Oct 17, 2026 9:59:42 PM Fire Incidents (NERIS)

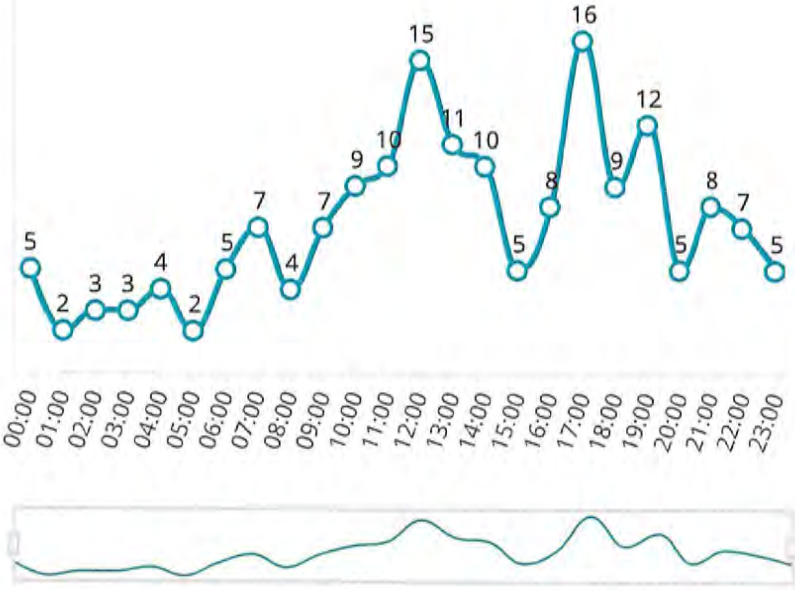
Filter statement

Filters **Days in Core incident onset date/time** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

Incident Count by Day of Week



Incident Count by Hour of Day



Incidents by Shift



Incidents by Zone



Incidents by District



Fire Incident Count (NERIS) Oct 17, 2026 9:39:42 PM Fire Incidents (NERIS)

Filter statement

Filters **Days in Core incident onset date/time** 7/1/26 to 9/30/26 | **Incident status** Locked, InReview, Draft

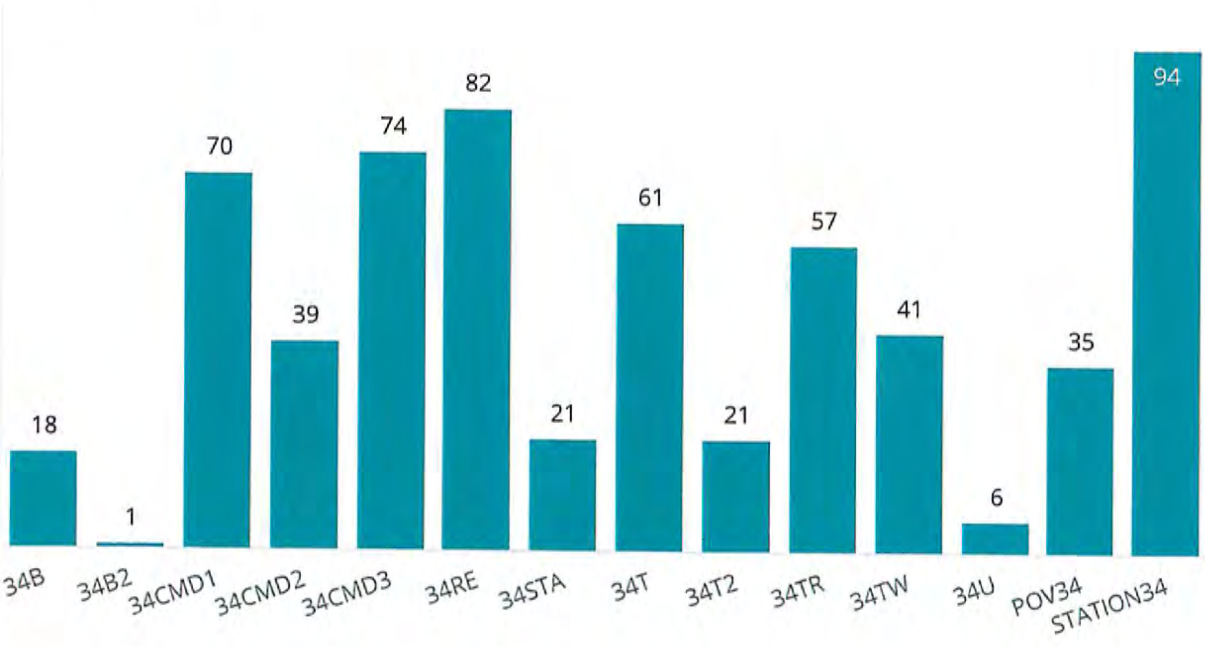
Incidents by Station



Incidents by Battalion



Incident Count by Unit



Fire Incident Count (NERIS) Oct 17, 2026 9:39:42 PM Fire Incidents (NERIS)

Filter statement

Filters **Days in Core incident onset date/time** 7/1/26 to 9/30/26 **Incident status** Locked, InReview, Draft

Count of Incident Responses

Station	Shift	Unit	Incidents
			2026
Pocono Twp. Vol. Fire Company	N\A	34B	18
		34B2	1
		34CMD1	70
		34CMD2	39
		34CMD3	74
		34RE	82
		34STA	21
		34T	61
		34T2	21
		34TR	57
		34TW	41
		34U	6
		POV34	35
		STATION34	94

Percent of Incident Respon...



Addresses with Multiple Incidents in Past Time Period

Location full address	Count of Incidents
1 GREAT WOLF Drive	24
193 RESORT Drive	14
193 Resort Drive	13
2455 BACK MOUNTAIN Road	12
3437 Route 715	11
114 MUNICIPAL Lane	6
4225 MANOR Drive	5
2789 Route 611	5
390 MANOR Drive	5
529 CAMELBACK Road	4
360 WHITESTONE Corner	4
3578 Route 611	4
3560 Route 611	4
1000 Premium Outlets Drive	4
120 BON SHER Drive	3
LEARN Road	3
5216 MEADOW Court	3
2623 Route 715	3
3259 Route 611	3
Route 314	3
Route 715	3
1 Great Wolf Drive	3
Route 611	3
CAMELBACK Road	3
207 MOUNTAINEER Drive	3
1186 BARTONSVILLE WOODS Road	3
4227 MANOR Drive	2
527 CAMELBACK Road	2
19 Jonathans Way	2
2826 Route 611	2
2060 Route 611	2
114 Municipal Lane	2
100 ST LUKES Lane	2
128 Brainerd Lane	2

Addresses with Multiple Incidents in Past Time Period

Location full address	Count of Incidents
Interstate 80 Westbound	2
SULLIVAN Trail	2
2865 Route 611	2
3572 Route 611	2
2647 Route 715	2
2936 Route 611	2
RIMROCK Drive	2
FAIRVIEW Avenue	2
115 JACKS Way E	2
168 Sunlight Drive	2
2411 Route 715	2
116 Turtle Walk Lane	2
1326 Golden Slipper Road	2
2836 Route 611	2
Route 33 Southbound	2
2054 Route 611	2
180 APPLEWOOD Drive	2
529 Camelback Road	2
225 Resort Drive	2
Sullivan Trail	2
I-80 East MM 298.2	2

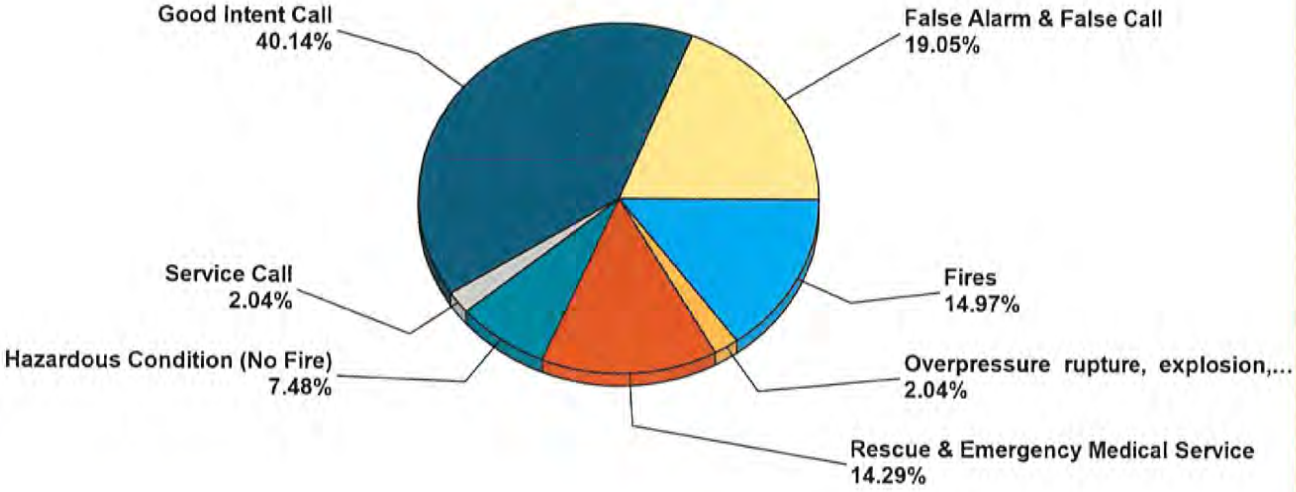
Pocono Township Volunteer Fire Department

Tannersville, PA

This report was generated on 10/17/2026 10:11:32 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2025 | End Date: 09/30/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	22	14.97%
Overpressure rupture, explosion, overheat - no fire	3	2.04%
Rescue & Emergency Medical Service	21	14.29%
Hazardous Condition (No Fire)	11	7.48%
Service Call	3	2.04%
Good Intent Call	59	40.14%
False Alarm & False Call	28	19.05%
TOTAL	147	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	**# INCIDENTS**	**% of TOTAL**
111 - Building fire	7	4.76%
113 - Cooking fire, confined to container	1	0.68%
117 - Commercial Compactor fire, confined to rubbish	1	0.68%
131 - Passenger vehicle fire	5	3.4%
132 - Road freight or transport vehicle fire	3	2.04%
138 - Off-road vehicle or heavy equipment fire	1	0.68%
142 - Brush or brush-and-grass mixture fire	2	1.36%
154 - Dumpster or other outside trash receptacle fire	2	1.36%
200 - Overpressure rupture, explosion, overheat other	3	2.04%
322 - Motor vehicle accident with injuries	7	4.76%
324 - Motor vehicle accident with no injuries.	2	1.36%
341 - Search for person on land	2	1.36%
351 - Extrication of victim(s) from building/structure	1	0.68%
352 - Extrication of victim(s) from vehicle	5	3.4%
353 - Removal of victim(s) from stalled elevator	1	0.68%
361 - Swimming/recreational water areas rescue	3	2.04%
411 - Gasoline or other flammable liquid spill	2	1.36%
412 - Gas leak (natural gas or LPG)	1	0.68%
413 - Oil or other combustible liquid spill	1	0.68%
420 - Toxic condition, other	1	0.68%
424 - Carbon monoxide incident	2	1.36%
440 - Electrical wiring/equipment problem, other	3	2.04%
471 - Explosive, bomb removal (for bomb scare, use 721)	1	0.68%
500 - Service Call, other	1	0.68%
561 - Unauthorized burning	2	1.36%
600 - Good intent call, other	1	0.68%
611 - Dispatched & cancelled en route	49	33.33%
622 - No incident found on arrival at dispatch address	5	3.4%
652 - Steam, vapor, fog or dust thought to be smoke	2	1.36%
671 - HazMat release investigation w/no HazMat	2	1.36%
700 - False alarm or false call, other	1	0.68%
714 - Central station, malicious false alarm	1	0.68%
733 - Smoke detector activation due to malfunction	2	1.36%
735 - Alarm system sounded due to malfunction	1	0.68%
736 - CO detector activation due to malfunction	2	1.36%
740 - Unintentional transmission of alarm, other	1	0.68%
743 - Smoke detector activation, no fire - unintentional	12	8.16%
744 - Detector activation, no fire - unintentional	3	2.04%
745 - Alarm system activation, no fire - unintentional	4	2.72%
746 - Carbon monoxide detector activation, no CO	1	0.68%
TOTAL INCIDENTS:	**147**	**100%**

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

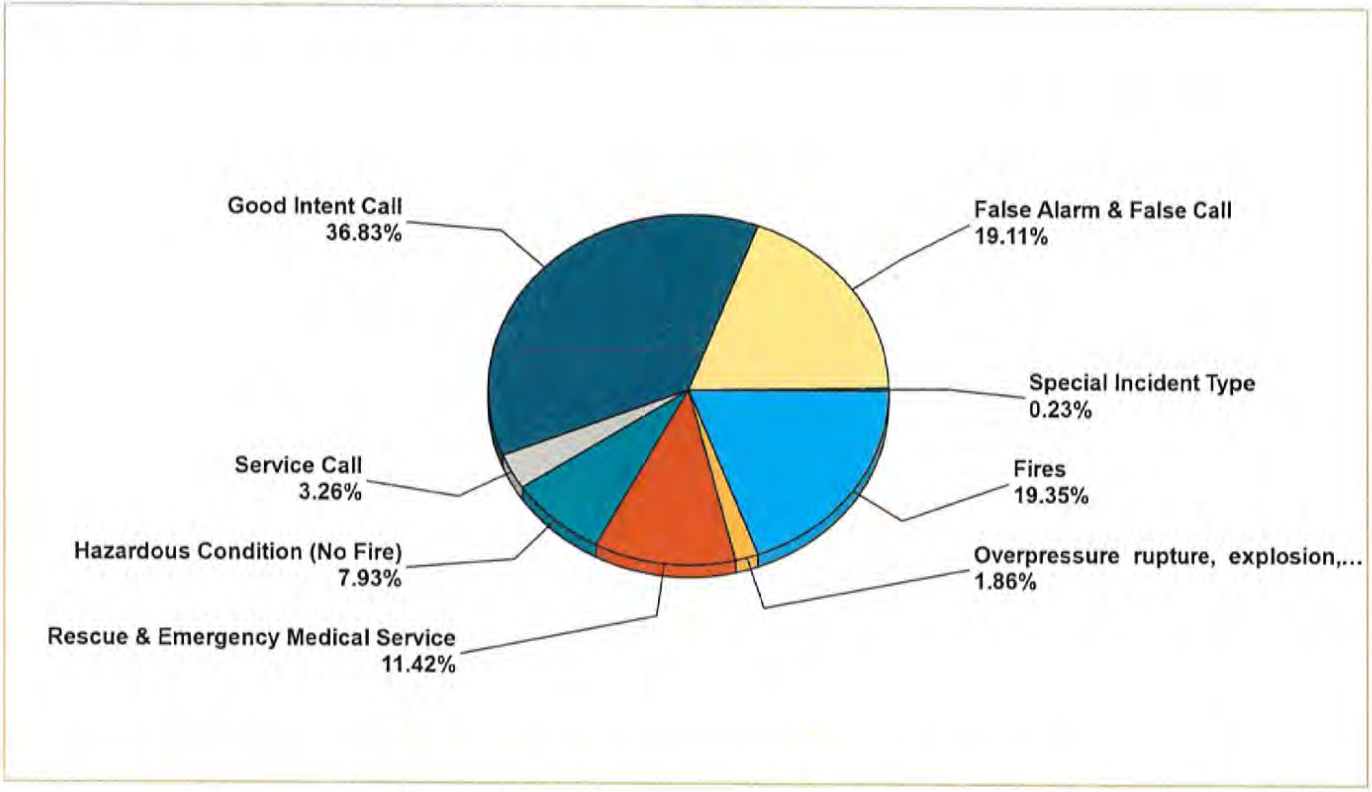
Pocono Township Volunteer Fire Department

Tannersville, PA

This report was generated on 10/17/2026 10:12:39 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2025 | End Date: 09/30/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	83	19.35%
Overpressure rupture, explosion, overheat - no fire	8	1.86%
Rescue & Emergency Medical Service	49	11.42%
Hazardous Condition (No Fire)	34	7.93%
Service Call	14	3.26%
Good Intent Call	158	36.83%
False Alarm & False Call	82	19.11%
Special Incident Type	1	0.23%
TOTAL	429	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.23%
111 - Building fire	26	6.06%
113 - Cooking fire, confined to container	3	0.7%
114 - Chimney or flue fire, confined to chimney or flue	3	0.7%
117 - Commercial Compactor fire, confined to rubbish	1	0.23%
131 - Passenger vehicle fire	9	2.1%
132 - Road freight or transport vehicle fire	8	1.86%
138 - Off-road vehicle or heavy equipment fire	1	0.23%
140 - Natural vegetation fire, other	1	0.23%
141 - Forest, woods or wildland fire	4	0.93%
142 - Brush or brush-and-grass mixture fire	19	4.43%
150 - Outside rubbish fire, other	4	0.93%
151 - Outside rubbish, trash or waste fire	1	0.23%
154 - Dumpster or other outside trash receptacle fire	2	0.47%
200 - Overpressure rupture, explosion, overheat other	3	0.7%
210 - Overpressure rupture from steam, other	1	0.23%
251 - Excessive heat, scorch burns with no ignition	4	0.93%
311 - Medical assist, assist EMS crew	5	1.17%
322 - Motor vehicle accident with injuries	21	4.9%
324 - Motor vehicle accident with no injuries.	4	0.93%
341 - Search for person on land	2	0.47%
351 - Extrication of victim(s) from building/structure	1	0.23%
352 - Extrication of victim(s) from vehicle	9	2.1%
353 - Removal of victim(s) from stalled elevator	3	0.7%
361 - Swimming/recreational water areas rescue	3	0.7%
372 - Trapped by power lines	1	0.23%
411 - Gasoline or other flammable liquid spill	4	0.93%
412 - Gas leak (natural gas or LPG)	4	0.93%
413 - Oil or other combustible liquid spill	1	0.23%
420 - Toxic condition, other	2	0.47%
424 - Carbon monoxide incident	5	1.17%
440 - Electrical wiring/equipment problem, other	7	1.63%
444 - Power line down	6	1.4%
445 - Arcing, shorted electrical equipment	4	0.93%
471 - Explosive, bomb removal (for bomb scare, use 721)	1	0.23%
500 - Service Call, other	1	0.23%
520 - Water problem, other	1	0.23%
542 - Animal rescue	3	0.7%
551 - Assist police or other governmental agency	7	1.63%
561 - Unauthorized burning	2	0.47%
600 - Good intent call, other	2	0.47%
611 - Dispatched & cancelled en route	130	30.3%
622 - No incident found on arrival at dispatch address	11	2.56%
631 - Authorized controlled burning	2	0.47%
651 - Smoke scare, odor of smoke	9	2.1%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.47%
671 - HazMat release investigation w/no HazMat	2	0.47%
700 - False alarm or false call, other	3	0.7%
714 - Central station, malicious false alarm	1	0.23%
731 - Sprinkler activation due to malfunction	1	0.23%
732 - Extinguishing system activation due to malfunction	1	0.23%
733 - Smoke detector activation due to malfunction	3	0.7%
735 - Alarm system sounded due to malfunction	3	0.7%
736 - CO detector activation due to malfunction	2	0.47%
740 - Unintentional transmission of alarm, other	3	0.7%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
741 - Sprinkler activation, no fire - unintentional	2	0.47%
743 - Smoke detector activation, no fire - unintentional	18	4.2%
744 - Detector activation, no fire - unintentional	10	2.33%
745 - Alarm system activation, no fire - unintentional	33	7.69%
746 - Carbon monoxide detector activation, no CO	2	0.47%
900 - Special type of incident, other	1	0.23%
TOTAL INCIDENTS:	429	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

NORRIS
MCLAUGHLIN P.A.
ATTORNEYS AT LAW

515 West Hamilton Street
Suite 502
Allentown, PA 18101
T: 610-391-1800
F: 610-391-1805

Theodore J. Zeller III, Esquire
E-mail: tzeller@norris-law.com
Direct Dial: 484-765-2220
Direct Fax: 484-765-2312

October 27, 2026

VIA E-MAIL (kmacdougall@poconopa.gov) – ORIGINAL TO FOLLOW

Pocono Township Board of Commissioners
Attention: Krisann MacDougall, Assistant Secretary
Pocono Township Municipal Building
205 Old Mill Road
Tannersville, PA 18372

RE: Request for Intermunicipal Transfer of Liquor License
5 GEN OPS, LLC
Proposed Location: 2411 Route 611, Scotrun, PA 18355

Dear Township Board of Commissioners:

Please consider this correspondence as my client's request for an intermunicipal transfer of liquor license R-8853 into Pocono Township (the "Township") at the above Proposed Location, pursuant to 47 P.S. § 4-461(b.3). Under this statute, please note that a public hearing must be held by the municipal governing body for the purpose of receiving comments and recommendations of interested individuals residing within the municipality relative to my client's application. Pursuant to the Liquor Code, notice of the hearing must be published once each week for two successive weeks in a newspaper of general circulation in the municipality. Further, such notices must state the time and place of the hearing and the matter to be considered at the hearing. The first publication shall not be more than thirty (30) days before the date of the hearing and the second publication shall not be less than seven (7) days before the date of the hearing.

In addition, the Board of Commissioners must render a decision within 45 days of the request. In my experience, the hearings have been conducted at a legislative forum to ascertain whether moving the license into the Township at a particular location would adversely affect the welfare, health, peace and morals of the Township. Typically, the hearings have not been specially listed at their own times but have been specially listed agenda items during meetings of regular Township business. Further, the hearings have been conducted as the first order of business. It would be greatly appreciated if this matter could be added to the Pocono Township Board of Commissioners' agenda for the next available meeting for our client and the Township to meet their legal requirements.

The proposed site is located at 2411 Route 611, Scotrun, PA. I welcome the Board of Commissioners to review zoning records in this regard. This site is intended to be operated as a full-service grocery store. My client simply wants to offer beer and possibly wine and ready-to-drink cocktails as a convenience to its customers.

Should you have any questions, concerns, or would like a summary of my client's proposal (which we intend to present at the hearing with plans), please do not hesitate to contact me. Lastly, attached is a copy of the proposed Resolution approving the transfer.

We have included a check in the amount of $1,000 representing the Township's fee for this application and we will promptly reimburse the Township for any additional fees or expenses associated with this application.

By copy of this correspondence, we are providing notice of our proposed intermunicipal transfer of liquor license to Leo V. DeVito, Jr., Esquire, the Township's Solicitor.

Thank you for your time and consideration.

Very truly yours,

THEODORE J. ZELLER III

TJZ:rds
Enclosure
cc: Leo V. DeVito, Jr., Esquire (via e-mail: leodevito@broughal-devito.com)

POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
RESOLUTION NO. 2026 -_____

A RESOLUTION APPROVING THE REQUEST OF
5 GEN OPS, LLC
TO TRANSFER LIQUOR LICENSE

WHEREAS, Section 461 of the Pennsylvania Liquor Code (47 P.S. 4-461, hereinafter, "Code") authorizes, among other things, the Pennsylvania Liquor Control Board (hereinafter, "PLCB") to approve the transfer of liquor licenses across municipal boundaries within the same county and under certain conditions to issue restaurant and eating place retail dispenser licenses without regard to quota restrictions for the purpose of economic development; and

WHEREAS, Subsection (b.3) of Section 461 requires that an intermunicipal transfer or issuance of a new license for economic development must, under certain conditions, first be approved by the governing body of the receiving municipality; and

WHEREAS, that subsection also requires that a receiving municipality issue a resolution approving or disapproving the intermunicipal transfer or issuance of a new liquor license prior to submission of an application for such transfer to the PLCB; and

WHEREAS, that subsection mandates that, prior to adoption of such a resolution, at least one hearing be held for the purpose of receiving comments and recommendations from interested individuals residing within the receiving municipality concerning the intent to transfer the license into the municipality or the issuance of an economic development license; and

WHEREAS, 5 GEN OPS, LLC (hereinafter, "Applicant"), owns or is leasing property located at 2411 Route 611, Scotrun, Pocono Township, Monroe County, Pennsylvania; and

WHEREAS, on _____, and pursuant to Section 461, the Applicant filed a request for approval by the Pocono Township Board of Commissioners (hereinafter, "Board of Commissioners") of a proposed intermunicipal transfer of Restaurant Liquor License No. R-8853 (the "Liquor License"); and

WHEREAS, on _____, and in accordance with Section 461(b.3) the Board of Commissioners held a public hearing on the proposed Liquor License transfer; and

WHEREAS, the purpose of this Resolution is to comply with Code Section 461(b.3).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania as follows:

1. Applicant seeks approval of an intermunicipal transfer of Restaurant Liquor License No. R-8853 obtained through successful bid in the PLCB's most recent auction to Applicant. The successful bidder in the license auction was Christopher S. Kinsley, Sr. and Christopher S. Kinsley, Sr. has assigned all right, title and interest in the License to Applicant for use at property located at 2411 Route 611, Scotrun, Pocono Township, Pennsylvania (the "Property") pursuant to Code Section 461.

2. Applicant proposes to, and will, utilize the Liquor License to operate just a portion of its full-service grocery store as a beer and wine garden and eatery at the Property (the "Proposed Use").

3. The Applicant will comply with all other local ordinances including, without limitation, zoning and building codes.

4. The Applicant's Proposed Use will be located in the Commercial ("C") zoning district.

5. There is no evidence that the proposed intermunicipal transfer will adversely affect the welfare, health, peace and morals of this Township or the residents hereof.

6. The Board of Commissioners hereby approve the Applicant's request for an intermunicipal transfer of Pennsylvania Liquor License No. R-8853 pursuant to Code Section 461(b.3).

7. The transfer of the Liquor License contemplated hereby is subject to final approval by the PLCB.

ADOPTED, this _____ day of _____, 2026, by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, in lawful session duly assembled.

POCONO TOWNSHIP
BOARD OF COMMISSIONERS

_____
President Commissioner

_____
Vice President Commissioner

_____
Commissioner

_____
Commissioner

_____
Commissioner

ATTEST:

_____
Secretary

Pocono Township
205 Old Mill Road, Suite 200
Tannersville, PA 18372
P: 570-629-1922

Must submit original plus 16 copies of Application, Plans, & Supporting Documentation

APPLICATION FOR PUBLIC HEARING

APPLICANT NAME: 5 GEN OPS, LLC

Mailing Address: 2411 Route 611, Scotrun, PA 18335

Phone Number: [redacted]

Email: [redacted]

PROPERTY OWNER NAME: 5 GEN, LLC

Mailing Address: 2411 Route 611, Scotrun, PA 18335

Phone Number: [redacted]

ATTORNEY (if represented): Theodore J. Zeller III, Esquire

Mailing Address: 515 West Hamilton Street, Suite 502, Allentown, PA 18101

Phone Number: [redacted]

Email: [redacted]

If Applicant is not the Property Owner, state Applicant's authority to submit this application: Applicant entity was formed to hold the liquor license. The entity structure for the Property Owner and the Applicant is the same with Christopher Kinsley as the sole Member of both entities.

ADDRESS OF SUBJECT PROPERTY: 2411 Route 611, Scotrun, PA 18335

PARCEL ID NO.: 12.6.1.77 **ZONING CLASSIFICATION:** C

PRESENT USE OF PROPERTY: Retail

APPLICATION MUST INCLUDE:

- √ **PROOF OF OWNERSHIP or PROOF OF AUTHORITY FROM OWNER TO SUBMIT APPLICATION**
- √ **SITE PLAN OF PROPERTY - SITE PLAN MUST BE DRAWN TO SCALE, INDICATING LOCATION AND SIZE OF IMPROVEMENTS, BOTH PROPOSED AND EXISTING, RELATION TO EXISTING STREETS OR ROADS, BUILDINGS, ETC.**
- √ **DOCUMENTATION IN SUPPORT OF THE APPLICATION**
- √ **REQUIRED FEE (see Township fee schedule)**

THE APPLICANT HEREBY REQUESTS A PUBLIC HEARING BEFORE:

The Zoning Hearing Board (check all that apply):

_____ Appeal from a determination of a Municipal Official **(complete section 1 only)**

_____ Request for a Special Exception **(complete section 2 only)**

_____ Request for a Variance **(complete section 3 only)**

_____ Validity challenge to a land use ordinance **(complete section 4 only)**

The Board of Commissioners (choose one):

_____ Request for a Conditional Use **(complete section 5 only)**

_____ Appeal involving TDU Licensing Ordinance **(complete section 6 only)**

The UCC Board of Appeals:

_____ Appeal to UCC Board of Appeals **(complete section 7 only)**

1. **Appeal of a determination of a Municipal Official:**

   a. The Municipal Official who made the determination from which this appeal is taken is:

   _____ Zoning Officer _____ Municipal Engineer

   b. Type of determination:

   _____ Zoning Ordinance _____ Preliminary Opinion

   _____ Floodplain Ordinance _____ Transfer of Development Rights

   _____ Stormwater Management _____ Other (explain):_____

   _____

   c. Attach a complete copy of the determination in question.

   d. Describe why you believe the determination is erroneous:_____

   _____

   _____

   _____

2. **Request for a Special Exception:**

   a. Type of use for which a Special Exception is requested:_____

   b. The requested Special Exception is authorized by Chapter(s)_____

   Section(s)_____ of the Pocono Township Code of Ordinances.

3. Request for a Variance:

a. Type of Variance sought: _____ dimensional variance _____ use variance

b. List the Section(s) of the Pocono Township Zoning Ordinance from which the Variance(s) is/are requested:_____

c. Describe the unnecessary hardship created by unique conditions of the property that justify the Variance:_____

_____

_____

d. Extent of Variance requested (*e.g., Ordinance requires X, Applicant requests Y*):_____

_____

_____

4. Validity challenge to a land use ordinance:

a. Ordinance(s) challenged:_____

b. Describe in detail the nature of the challenge (attach additional pages if necessary):_____

_____

_____

5. Request for a Conditional Use:

a. Type of use for which a Conditional Use is requested:_____

b. The requested Conditional Use is authorized by Chapter(s)_____

Section(s)_____ of the Pocono Township Code of Ordinances.

6. Appeal involving TDU Licensing Ordinance:

a. This appeal is from the Zoning Officer's or Code Officer's determination:

_____ to deny an application for a new TDU License

_____ to deny an application to renew a TDU License. Prior TDU License No._____

_____ to revoke a TDU License. Prior License No._____

_____appeal from violation of TDU Ordinance/License

b. Attach a complete copy of the determination in question.

c. Detailed reason or basis for the appeal:_____

_____

d. Relief sought:_____

7. **UCC Board of Appeals:**

a. What type of relief are you requesting?

_____ a variance _____ an extension of time _____ appeal of BCO's decision (attach a copy)

b. For an appeal of BCO's decision, which factor below best describes your contention:

_____ the true intent of the Act or Code was incorrectly interpreted

_____ the provisions of the Act do not apply

_____ an equivalent form of construction is to be used

c. For an appeal of BCO's decision, attach a complete copy of the decision in question.

d. State the specific section(s) of the Act or Code from which relief is being sought.

Acknowledgement and Certification

The Applicant acknowledges that all material and information submitted with this application will become the property of Pocono Township and will not be returned except as provided by the Pocono Township Code of Ordinances or by applicable law. The Applicant further agrees to reimburse Pocono Township for all costs incurred by the Township in processing this Application (including, but not limited to, filing fees and hearing costs) to the extent that the costs exceed the filing fee.

The Applicant hereby certifies that all information, data, and statements submitted on or with this Application are true and correct to the best of the Applicant's knowledge and belief.

SIGNATURE OF APPLICANT

10/27/2026
DATE

POCONO TOWNSHIP PLAN STATUS
11/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Stadden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Devt	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Devt	Prelim/Final	9/7/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Preliminary	7/2/2025	Approval Rec. 6/9/25	Cond. Preliminary Approval 7/7/25					
PRD TENTATIVE PLAN APPROVAL													
1388	POCO-R0690	2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1341		1730043R	SAPA Poconos Hospitality	Land Devt	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 3/8/27		12/8/2026		6 Mo. Ext. granted 9/8/26
1313 1360	POCO-R0740	1730051R	Running Lane Hotel Land Devt (8/14/17)	Commercial Land Devt	Rev.Prelim/ Final	11/11/2025	Recommended for Approval 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		9 Mo. Ext. requested 10/5/26
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	9/16/2025	Recommended for Approval 6/9/25	Approved 9/15/25	6/15/2027	12/15/2026	3/15/2027		9 Mo. Ext. granted 9/8/26
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Devt	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	~~7/20/2021~~				
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	3/9/2026	Approval Rec. 10/14/25	Approved 11/3/25	Approval Extended to 11/3/2027	5/3/2027	8/3/2027		1 Yr. Ext. granted 10/19/26
1388	POCO-R0690	2130154R	Phase 1 - The Ridge PRD (10/21/25)	PRD	Final	12/1/2025	N/A	12/15/2025	12/15/2026	6/15/2026	9/15/2026		
1388	POCO-R0690	2130154R	Phase 3 - The Ridge PRD (5/4/26)	PRD	Final	6/11/2026	N/A	6/13/2026	6/13/2027	12/13/2026	3/13/2027		
1392	N/A	2130169R	3101 Route 611 (Joe Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	~~4/18/2023~~				
1398		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	Approval Extended to 5/3/2027	5/3/2027	8/3/2027		6 Mo. Ext. granted 10/19/26
~~1412~~	~~POCO-R0629~~	~~2330209R~~	~~GWL Employee Housing (4/10/23)~~	~~Land Devt~~	~~Final~~	~~8/1/2023~~	~~Conditional Approval 7/10/23~~	~~Conditional Approval 8/21/23~~	~~8/21/2024~~	~~2/21/2024~~	~~5/21/2024~~		Project not moving forward per owner
1415	POCO-R0629	2230198R	Ertle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/12/2025	Conditional Approval 4/8/24	Conditional Approval 5/6/24	Approval Extended to 12/15/26				60 Day Extension Rec'd 10/5/26
1445	POCO-R1180	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	2/10/2026	Approval Rec. 1/12/26	Approved 2/17/26	2/17/2027	8/17/2026	11/17/2026		
1446	POCO-R1250	-	Members First Federal CU (10/14/25)	Land Devt	Prelim/Final	4/9/2026	Approval 4/13/26	Approved 4/22/26	4/22/2027	10/22/2026	1/22/2027		
1449	POCO-R1290	-	Trapasso Route 611 Hotel - Rev. Final Plan (9/10/25)	Land Devt	Final	11/10/2025	Approval Rec. 11/10/25	Approved 11/17/25	11/17/2026	5/17/2026	8/17/2026		365 Day Extension requested 10/8/26

POCONO TOWNSHIP PLAN STATUS
11/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
1456	POCO-R1430	-	116 Matterhorn Rd. (Lockley) (7/6/26)	Lot Comb.	Final	7/13/2026	N/A	9/8/2026	9/8/2027	3/8/2027	6/8/2027		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. Encl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					
LAND DEVELOPMENT WAIVER DENIAL													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/2022	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/26/2024	
1299			Sanofi Quality Control Buildings									2/19/2026	
1314			Sanofi Flu Building									2/19/2026	
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Devt	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017				2/19/2026	
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Devt	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017				2/19/2026	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Devt	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	

POCONO TOWNSHIP PLAN STATUS
11/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/26/21	Conditional Approval 10/18/21				5/16/2024	
1372A	POCO-R0621	-	Camp Lindenmere Dining Hall LD (6/9/25)	Land Devt	Prelim/Final	8/12/2025	Recommended for approval 6/23/25	Approved 7/7/25				2/19/2026	
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Final Plan) (11/10/25)	Land Devt	Final	10/30/2025	Approval Rec. 11/10/25	Approved 11/17/25				2/19/2026	
1374		1930089R	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				6/29/2023	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (9/12/21)	Commercial Land Dev't	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/2023	
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25				3/4/2026	Phase A
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	4/8/2025	Recommended for approval 4/14/25	Approved 4/21/25				3/4/2026	Phase B
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25				3/4/2026	Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25				3/4/2026	Phase D
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/28/21	Conditional Approval 8/2/21				12/21/2022	
1383		2130157R	Sanofi Pasteur B-55 VDL2 Loading Dock Addition (8/9/21)	Commercial Land Dev't	Prelim/Final	11/16/2021	Conditional Approval 11/22/21	Conditional Approval 12/6/21				2/19/2026	
1384	N/A	2130152	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/2021	
1385	N/A	2130163R	Vassallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/2024	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Dev't	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/2023	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Dev't	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/2022	
1393	POCO-R0625	2230179R	Cherry Lane Dev't Partners (Wawa-Tannersville Inn) (8/8/2	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/2023	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Dev't	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/2022	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/2022	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/2022	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/2025	
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25				5/1/2026	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/2023	
1410	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/2023	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/2023	

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1418	N/A	2330231R	Farda Realty SR 0715 (9/11/23)	Minor Sub.	Final	9/18/2023	Conditional Approval 10/10/23	Conditional Approval 10/18/23				10/31/2023	
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolid. (10/10/23)	Land Devt & Lot Consolid.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/18/24				10/30/2024	
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolid.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/26/2024	Conditional Appproval 4/8/2024	Conditional Approval 4/23/24				7/2/2024	
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recomended for approval 1/13/25	Approved 2/18/25				8/6/2026	
1425	POCO-R0680	-	Brookdale Spa (11/10/25)	Land Devt	Final	12/4/2025	Recommended for Approval 12/8/25	Approved 12/15/25				4/15/2026	
1426	POCO-R0750	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	1/14/2025	Recommended for approval 2/10/25	Approved 2/18/25				3/31/2025	
1427	POCO-R0760	-	Wehr Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/3/24				10/28/2025	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/6/2025	
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24				2/19/2026	
1431	POCO-R0810	-	Iroquois Ridge/Bacik Minor Subdivision (Sullivan Trail) (7/8	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24				11/7/2024	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/2024	
1433	POCO-R0920	-	Terrery - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/2024	
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				12/17/2025	
1435	POCO-R0960	-	Persoleo Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	
1437	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	6/5/2025	Conditional Approval 6/9/25	Conditional Approval 7/7/25				3/18/2026	
1438	POCO-R1040	-	Trap Hotel Event Center (1/13/25)	Land Devt	Prelim/Final	7/28/2025	Conditional Approval 5/12/25	Approved 6/2/25				3/4/2026	
1440	POCO-R1100	-	Defazio Lot Joinder - 5120 Laurel Loop (2/3/25)	Lot Comb.	Final	3/19/2025	N/A	Approved 4/7/25				4/9/2025	
1442	POCO-R1120	-	Mendez Lot Consolidation - 267 Laurel Lake Road (2/3/25)	Lot Comb.	Final	3/18/2025	N/A	Approved 4/7/25				7/22/2025	
1443	POCO-R1160	-	1512 & 1516 Shady Lane Lot Consolidation (4/7/25)	Lot Line Adjust.	Final	6/25/2025	N/A	Approved 7/7/25				7/22/2025	
1444	POCO-R1150	-	2054 Route 611 Minor Subdivision (4/14/25)	Minor Sub.	Final	6/12/2025	Conditional Approval 5/12/25	Approved 6/2/25				8/5/2025	
1447	POCO-R1240	-	122 & 144 Paweda Hill (7/14/25)	Minor Sub./ Consolid.	Final	8/13/2025	Approval 7/14/25	Approved 8/18/25				9/9/2025	
1450	POCO-R1320	-	Carl E. Slutter Easement Relocation (Hillbilly Ac.) (10/6/25)	Rev. to Aprvd Plan	Final	12/16/2025	N/A	Approved 2/2/26				5/18/2026	

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1454	POCO-R1410	-	596 Hearthstone Circle (Morro) (3/16/26)	Lot Comb.	Final	4/1/2026	N/A	Approved 4/22/26				5/6/2026	

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DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Devt (08/13/13)	Commercial Land Dev't	Prelim	unknown date	Recommended Denial 5/24/21	BOC Denied 06/21/21					Appealed
	N/A	2030121R	Zilro & Roni Investments	Comm/Res Land Devt	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Denied 06/21/21					
1405	N/A	2230192R	Blessing (Munz) Subdivision (8/8/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Denied 10/17/22					
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	2/23/2024	Recommended Denial 2/9/26	BOC Denied 3/2/26					
WITHDRAWN													
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Devt	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Withdrawn as condition of new development
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/26/21)	Minor Sub	Final	9/16/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Devt	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025							Application Withdrawn 6/13/25
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Devt	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	8/15/2024							Application Withdrawn 4/30/25
1439	POCO-R1090	-	Summit Road Solar Array (6/9/25)	Land Devt	Prelim	12/6/2025					Denial Rec. 9/10/25		Application Withdrawn 10/1/25
1451	POCO-R1340	-	3172 Rte. 715 - Shanti Dayal (11/10/25)	Land Devt	Final	12/3/2025							Application Withdrawn 1/7/26
1453	POCO-R1360	-	Mt. Villa Resort (406 Cherry Lane Rd.) (11/10/25)	Land Devt	Preliminary	12/8/2025							Application Withdrawn 1/12/26
1457	POCO-R1450	-	BAD Properties Minor Subdiv. (Abeel Circle) (8/10/26)	Minor Sub. Land Devt.	Final	11/8/2026							Application Withdrawn 9/29/26

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Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 Rt 0611 Apartments Land Development	Land Devt					8/5/2021			
1402		2230188R	Iroquois Ridge	Major Sub, Land Devt					6/22/2022			
1403		2230189R	Lands of D E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417	POCO-R1270	2330228R	Harmony Domes 310 Hallet Road	Land Devt					9/3/2025			Sketch Plan #2 rec'd 8/19/25
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scotrun Avenue	Land Devt					11/25/2024			
1448	POCO-R1280	-	Pocohanne Point Apartments	Land Devt					8/28/2025			
1452	POCO-R1350	-	TL Realty Corp. Learn Road	Land Devt					10/28/2025			
1455	POCO-R1420	-	520 Post Hill Rd. Major Subdivision	Major Sub, Land Devt					6/4/2026			
Final Plans Under Consideration												
1453-A	POCO-R1360	-	Mountain Villa Resort (406 Cherry Lane Road) (4/6/26 BOC)	Minor Sub.	Final	1/1/2027	12/14/2026	12/21/2026	10/27/2026			90 Day Ext. Rec'd 9/10/26
Preliminary Plans Under Consideration												
1387	POCO-R1030	2130161R	Alaska Pete's - 173 Camelback Road (4/10/23)	Land Devt	Prelim/Final	12/30/2027	12/14/2026	12/21/2026	4/27/2023	8/10/2026		Extension rec'd 9/24/26

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Land Development Waiver Applications Under Consideration												

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Pending BOC Decision												
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscassett Dr. (2/3/25)	Lot Comb.	Final	11/16/2026	N/A	11/16/2026	3/11/2025		N/A	Extension to 11/16/26 recd 5/6/26
1458	POCS-00035	-	Strand Lot Line Adjustment (Bartonsville Ave.) (7/20/26)	Lot Line Adjust.	Final	4/5/2027	N/A	4/5/2027	N/A		N/A	6 Mo. Ext. received 10/5/26
1459	POCO-R1470	-	1308 Sullivan Trail (Van Fleet) (10/5/26)	Lot Comb.	Final	1/3/2027	N/A	12/21/2026	10/8/2026		N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												