



POCONO TOWNSHIP COMMISSIONERS
AGENDA

April 22, 2026 | 6:00 p.m.

205 Old Mill Rd, Tannersville, PA

Zoom Participation

<https://us06web.zoom.us/j/86367033033?pwd=MzPq70lJwlvh82m29bwjaX2yQ5qVD2.1>

Meeting ID: 863 6703 3033

Passcode: 190689

Open Meeting

Pledge of Allegiance

Roll Call

Announcements –.

Executive Session was held prior to this meeting to discuss personnel.

The Board of Commissioners will have a work session, previously advertised as a joint work session with the Planning Commission, on Monday April 27th at 5 p.m. regarding the Zoning Ordinance, Zoning Map, SALDO Amendments.

Public Comment-

Public Comment Policy has changed. For public comment at the beginning of a meeting, you will be permitted 3 minutes on agenda and non-agenda items only, and on action items, only Pocono Township Residents, Stakeholders & Local Businesses, may speak at the podium and be permitted 1 minute for your comments on that agenda item.

Presentations

Treasurers Report for year 2025 – Regina Zuvich

Interviews of Environmental Advisory Council: **(Possible Action Item)**

- Jim Pellegrini
- Randy Peechatka
- Josh Knapp
- Chris Grape-Garvey
- Gianna Leo Falcon
- Timothy Wah
- Kyle Van Fleet (Planning)
- BOC Rep

Hearings

- Motion to open the hearing for a Data Center Overlay District Zoning Regulations Ordinance. **(Possible Action Item)**
- Motion to close the hearing for a Data Center Overlay District Zoning Regulations Ordinance in its entirety. **(Possible Action Item)**
- Motion to _____ the Ordinance 2026-07 to enact a Data Center Overlay District. **(Possible Action Item)**

Resolutions

- Motion to approve Resolution 2026 -17 Letter of No Prejudice for Penn Vest. **(Possible Action item)**
- Motion to approve Resolution 2026-18 Conditional approval of the Morro - 596 Hearthstone Lot Consolidation LDP 1454 **(Possible Action Item)**
- Motion to approve Resolution 2026-19 Conditional approval of the Members 1st Credit Union LDP # 1446 **(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 April 6, 2026 regular meeting of the Board of Commissioners.
 - Financial transactions through April 22, 2026 as presented, including ratification of expenditures in the amount of \$681,451.52 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. Discussion: **(Action Items)**

NEW BUSINESS

- Motion to authorize the township to sign the resignation agreement for employee Christopher Gupko. **(Possible Action Item)**
- Motion to approve the hire of a new police officer to replace the officer that has resigned **(Possible Action Item)**
- Motion to authorize Township Solicitor to begin the process of condemnation of areas needed for the Round-about and conveyed to PPL as an easement. **(Possible Action Item)**
- Motion to approve the Johnson Control Quote **(Possible Action Item)**
- Motion to Ratify Police Chief James Wagners salary to reflect _____ **(Possible Action Item)**
- Motion to Ratify the hiring of Dee Ackerman as part time Assistant Admin. **(Possible Action Item)**
- Motion to Hire _____ for the full-time vacant Administrative Assistant position. **(Possible Action Item)**
- Motion to rescind the job description of Assistant Public Works Manager **(Possible Action Item)**
- Motion to appoint _____ as Township Secretary with an hourly rate of \$ _____ **(Possible Action Item)**
- Motion to appoint _____ as Township Right to Know Officer **(Possible Action Item)**
- Motion to appoint _____ as Assistant Township Secretary **(Possible Action Item)**
- Motion to appoint _____ as Assistant Right to Know Officer **(Possible Action Item)**
- Motion to waive the Pavillion fees for PMSD TEC on May 29th. **(Possible Action Item)**
- Motion to waive the Pavillion fees for Colonial IU20 on May 22nd **(Possible Action Item)**
- Motion to authorize township solicitor to draft an amended zoning map changing parcels 12.3.1.24 and 12.3.1.25 (4122 and 4128 Cherry Lane Church Road) to R-1 zoning and submit to planning commission for review. **(Possible Action Item)**
- Motion to authorize for advertising open Township Management position. **(Possible Action Item)**

Personnel

Report of the President

Ellen Gndt

- Discussion and possible Motion to rescind the Gate Fee at Mountain View Park. (***Possible Action Item***)

Matt Long – Vice-Chairman

Commissioner Comments

Natasha Leap – Commissioner

Mike Velardi – Commissioner

Charles Keppler – Commissioner

- Discussion of public demonstration ordinance/permitting
- Update on intention to adhere to parliamentary procedure and consideration of amending bylaws.

Reports

Township Manager’s Report –

- Resignation of Planning Commission Member, Claire Learn

Police Report – James Wagner, Chief –

Fire Report – Cory Sayer – First Quarter Report

Public Works/Sewer Report – Patrick Briegel

Zoning – SFM Consulting – Paul Morgan

Township Engineer Report – T&M Associates

- Learn Road Roundabout – PPL Easements

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

Adjournment

TREASURER'S QUARTERLY REPORT SUMMARY
QUARTER 4 2025
REVENUE

	2025					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 2,023,403	\$ 6,968	\$ 197	\$ 1,054,490	\$ 27,699	\$ 5,869
Q2	\$ 5,318,874	\$ 43,241	\$ 445,345	\$ 1,424,657	\$ 27,292	\$ 5,038
Q3	\$ 2,025,972	\$ 714,127	\$ 5,101	\$ 1,163,901	\$ 26,795	\$ 4,808
Q4	\$ 1,630,464	\$ 1,321,069	\$ 1,829	\$ 679,545	\$ 904,028	\$ 4,135
Total	\$ 10,998,713	\$ 2,085,404	\$ 452,473	\$ 4,322,594	\$ 985,815	\$ 19,850
2025 BUDGET	\$ 10,355,851	\$ 4,789,250	\$ 441,488	\$ 4,284,940	\$ 2,923,000	\$ 431,730
% OF BUDGET	106.21%	43.54%	102.49%	100.88%	33.73%	4.60%

	2024					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 3,700,815	\$ 1,217,267	\$ 443,756	\$ 1,044,497	\$ 26,439	\$ 5,253
Q2	\$ 4,745,281	\$ 5,032,285	\$ 6,011	\$ 1,050,977	\$ 34,075	\$ 10,117
Q3	\$ 2,383,850	\$ 154,354	\$ 5,859	\$ 1,211,528	\$ 33,202	\$ 9,787
Q4	\$ 1,662,146	\$ 53,660	\$ 214	\$ 1,065,278	\$ 30,827	\$ 7,918
Total	\$ 12,492,092	\$ 6,457,566	\$ 455,842	\$ 4,372,281	\$ 124,542	\$ 33,074
2024 BUDGET	\$ 10,959,931	\$ 11,120,431	\$ 440,138	\$ 3,981,060	\$ 2,372,000	\$ 515,687
% OF BUDGET	113.98%	58.07%	103.57%	109.83%	5.25%	6.41%

	2023					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 2,073,520	\$ 77,213	\$ 4	\$ 1,012,497	\$ 7,914	\$ 4,483
Q2	\$ 5,218,868	\$ 1,431,588	\$ 446,259	\$ 1,097,251	\$ 1,412,209	\$ 4,423
Q3	\$ 2,248,275	\$ 532,627	\$ 2,210	\$ 1,091,834	\$ 16,143	\$ 4,297
Q4	\$ 1,424,210	\$ 426,540	\$ 471	\$ 1,154,501	\$ 16,243	\$ 5,840
Total	\$ 10,964,873	\$ 2,467,969	\$ 448,944	\$ 4,356,083	\$ 1,452,509	\$ 19,043
2023 BUDGET	\$ 9,680,843	\$ 441,943	\$ 440,138	\$ 3,981,060	\$ 2,372,000	\$ 349,650
% OF BUDGET	113.26%	558.44%	102.00%	109.42%	61.24%	5.45%

EXPENSE

	2025					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 1,975,713	\$ 252,635	\$ -	\$ 645,555	\$ 22,905	\$ -
Q2	\$ 2,711,052	\$ 312,011	\$ -	\$ 681,428	\$ 102,001	\$ 89,150
Q3	\$ 3,181,833	\$ 481,629	\$ -	\$ 724,690	\$ 8,561	\$ 14,950
Q4	\$ 2,283,741	\$ 1,127,597	\$ 441,488	\$ 2,580,584	\$ 164,896	\$ 370,688
TOTAL	\$ 10,152,339	\$ 2,173,873	\$ 441,488	\$ 4,632,257	\$ 298,363	\$ 474,788
2025 BUDGET	\$ 10,359,080	\$ 4,789,250	\$ 441,488	\$ 4,098,362	\$ 2,923,000	\$ 393,366
% OF BUDGET	98.00%	45.39%	100.00%	113.03%	10.21%	120.70%

	2024					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 2,665,222	\$ 501,281	\$ -	\$ 633,291	\$ 12,885	\$ 33,345
Q2	\$ 2,678,832	\$ 5,501,651	\$ -	\$ 748,288	\$ 57,898	\$ 17,018
Q3	\$ 1,781,445	\$ 570,785	\$ 440,138	\$ 612,737	\$ 47,924	\$ 79,091
Q4	\$ 2,563,753	\$ 314,065	\$ 2,307	\$ 1,339,771	\$ 54,318	\$ 162,426
TOTAL	\$ 9,689,252	\$ 6,887,781	\$ 442,445	\$ 3,334,088	\$ 173,025	\$ 291,880
2024 BUDGET	\$ 10,959,931	\$ 11,120,431	\$ 440,138	\$ 3,792,825	\$ 2,372,000	\$ 515,687
% OF BUDGET	88.41%	61.94%	100.52%	87.91%	7.29%	56.60%

	2023					
	GENERAL FUND	CAPITAL RESERVE	LIQUID FUELS	SEWER OPERATING	SEWER CONSTRUCTION	ARPA FUND
Q1	\$ 1,938,559	\$ 239,383	\$ -	\$ 618,052	\$ 3,780	\$ 8,153
Q2	\$ 2,855,401	\$ 572,230	\$ -	\$ 1,874,930	\$ 21,742	\$ 24,997
Q3	\$ 2,012,719	\$ 1,308,031	\$ 447,600	\$ 568,320	\$ 2,699	\$ 37,095
Q4	\$ 2,170,379	\$ 283,835	\$ -	\$ 1,273,844	\$ 141,800	\$ 70,568
TOTAL	\$ 8,977,059	\$ 2,403,480	\$ 447,600	\$ 4,335,147	\$ 170,021	\$ 140,814
2023 BUDGET	\$ 10,053,643	\$ 6,228,993	\$ 447,600	\$ 4,290,821	\$ 1,797,000	\$ 357,645
% OF BUDGET	89.29%	38.59%	100.00%	101.03%	9.46%	39.37%

General Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
301.100 · Real Estate Taxes - Current	4,655,500.12	4,599,009.34	56,490.78	101.23%
301.102 · Specialty Taxes	688,640.93	800,000.00	-111,359.07	86.08%
310.200 · Earned Income Taxes	1,969,021.44	1,700,000.00	269,021.44	115.83%
Taxes Other				
301.101 · Judicial Sales - Tax Claim	236.39			
301.200 · Real Estate Taxes - Delinquent	141,918.82	100,000.00	41,918.82	141.92%
301.201 · Real Estate Court Settlement	5,000.00			
301.300 · Returned Taxes - Upset Sale	459.67	2,000.00	-1,540.33	22.98%
301.400 · Returned Tax - Repository Sale	544.09			
310.100 · Real Estate Transfer Taxes	405,389.85	275,000.00	130,389.85	147.41%
310.500 · Local Services Taxes	486,286.28	400,000.00	86,286.28	121.57%
Total Taxes Other	1,039,835.10	777,000.00	262,835.10	133.83%
Licenses, permits and fees				
321.800 · Cable TV Franchise Fees	124,764.65	150,000.00	-25,235.35	83.18%
322.100 · Application fees	200.00	100.00	100.00	200.0%
Total Licenses, permits and fees	124,964.65	150,100.00	-25,135.35	83.25%
Fines and Forfeits				
331.100 · Court Fines - District Magistra	11,576.63	50,000.00	-38,423.37	23.15%
331.110 · Motor Vehicle Code Violations	77,828.23	15,000.00	62,828.23	518.86%
332.100 · Restitution	21,381.87			
Total Fines and Forfeits	110,786.73	65,000.00	45,786.73	170.44%
341.010 · Interest on Investments	407,791.82	80,000.00	327,791.82	509.74%
Other State Grants				
354.100 · Police Grants	0.00	4,000.00	-4,000.00	0.0%
354.102 · COP GRANT	0.00	83,333.33	-83,333.33	0.0%
355.010 · Public Utility Realty Tax	7,977.95	5,500.00	2,477.95	145.05%
355.040 · Alcoholic Beverage Licenses	3,000.00	4,000.00	-1,000.00	75.0%
355.050 · Pension System State Aid	373,277.46	373,277.46	0.00	100.0%
355.070 · Foreign Fire Insurance	96,972.09	96,972.09	0.00	100.0%
356.100 · State Payments in Lieu of Taxes	0.00	400.00	-400.00	0.0%
Total Other State Grants	481,227.50	567,482.88	-86,255.38	84.8%
351.140 · ARP FEDERAL FUND	32,703.41	49,145.96	-16,442.55	66.54%
Police Services & OT Reim.				
362.100 · Police Services	40,453.68	10,000.00	30,453.68	404.54%
362.101 · Reimbursement Police overtime	19,304.80	15,000.00	4,304.80	128.7%
Total Police Services & OT Reim.	59,758.48	25,000.00	34,758.48	239.03%
Building Permits				
362.410 · Building Permits	500,396.76	400,000.00	100,396.76	125.1%
Total Building Permits	500,396.76	400,000.00	100,396.76	125.1%
Charges for Services				
361.101 · Sewer Admin. Services	184,389.00	183,639.00	750.00	100.41%
361.310 · Subdivision, Land Develop Fees	18,100.00	5,000.00	13,100.00	362.0%
361.330 · Zoning Hearing Board Fees	14,100.00	4,000.00	10,100.00	352.5%
361.340 · Cond Use, Curative PRD Fees	0.00	750.00	-750.00	0.0%
361.700 · Reproduction of Records	40.50	50.00	-9.50	81.0%
362.110 · Sale of Police Reports	5,165.00	4,000.00	1,165.00	129.13%
362.130 · Security Alarm Fees	100.00	100.00	0.00	100.0%
362.300 · Zoning Permits	54,108.82	50,000.00	4,108.82	108.22%
362.301 · GRADING PERMITS	7,000.00	4,000.00	3,000.00	175.0%
362.440 · Sewer System Permits	25,900.00	20,000.00	5,900.00	129.5%
362.450 · Use & Occupancy Permits	0.00	2,500.00	-2,500.00	0.0%
362.475 · Well Permits	2,750.00	1,500.00	1,250.00	183.33%
362.480 · Pool Permits	0.00	100.00	-100.00	0.0%
362.485 · Sign Permits	0.00	3,000.00	-3,000.00	0.0%
362.491 · Fireworks Permits	100.00	200.00	-100.00	50.0%
362.493 · TRANSIENT DWELLING	143,125.00	20,000.00	123,125.00	715.63%
362.495 · UCC Fees	1,098.00	800.00	298.00	137.25%
362.600 · Miscellaneous Permits	3,050.00	500.00	2,550.00	610.0%
363.500 · Public Works Services	15,133.51	12,500.00	2,633.51	121.07%
Total Charges for Services	474,159.83	312,639.00	161,520.83	151.66%
367.140 · Pavilion Rental Fees	24,950.00	20,000.00	4,950.00	124.75%
367.180 · Heritage Center Rental Fees	0.00	100.00	-100.00	0.0%
367.200 · Recreation Prog. Services	13,206.01	2,400.00	10,806.01	550.25%
Other Operating Revenue				
380.100 · Miscellaneous Revenue	1,145.99			
387.100 · Contributions and Donations	65,822.30	63,643.89	2,178.41	103.42%

General Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
387.200 · Fees in Lieu of Improvements	126,342.22	2,000.00	124,342.22	6,317.11%
389.500 · Miscellaneous Reimbursements	14.44			
389.600 · Police Sales	1,204.00			
Total Other Operating Revenue	194,528.95	65,643.89	128,885.06	296.34%
Other Financing Sources				
391.100 · Sale of Surplus Property	2,860.00	5,000.00	-2,140.00	57.2%
395.000 · Refunds of Prior Year Expenses	187,379.64	150,000.00	37,379.64	124.92%
395.001 · EE Portion Health Ins.	31,001.21	22,000.00	9,001.21	140.92%
Total Other Financing Sources	221,240.85	177,000.00	44,240.85	125.0%
392.900 · Transfer from Fund Balance	0.00	565,330.39	-565,330.39	0.0%
Total Income	10,998,712.58	10,355,851.46	642,861.12	106.21%
Gross Profit	10,998,712.58	10,355,851.46	642,861.12	106.21%
Expense				
General Government				
400.110 · Salary & Wages - Legislative	25,887.50	27,250.00	-1,362.50	95.0%
400.192 · Legislative SSI Tax	1,980.41	2,084.63	-104.22	95.0%
400.260 · Minor Equipment	1,198.00	1,198.00	0.00	100.0%
400.420 · Dues, Subscriptions & Membershi	1,565.00	1,600.00	-35.00	97.81%
400.460 · Legislaive -Meetings & Training	1,648.92	3,000.00	-1,351.08	54.96%
400.540 · Legislative - Donations	0.00	1,000.00	-1,000.00	0.0%
401.110 · Admin Salaries & Wages	152,500.12	152,500.00	0.12	100.0%
401.192 · Admin SSI Taxes	11,581.68	11,710.00	-128.32	98.9%
401.196 · Admin Health Insurance	25,352.10	29,000.00	-3,647.90	87.42%
401.198 · Non-Uniformed Pension Plan	13,725.00	13,725.00	0.00	100.0%
401.199 · Admin Life and Disability Ins	949.30	1,044.00	-94.70	90.93%
401.200 · Administration Allowances	13,084.10	14,000.00	-915.90	93.46%
401.220 · Admin Operating Supplies	0.00	500.00	-500.00	0.0%
401.231 · ADMIN VEHICLE GASOLINE	0.00	1,160.00	-1,160.00	0.0%
401.235 · ADMIN VEHICLE REPAIRS & MAINT.	780.85	1,000.00	-219.15	78.09%
401.260 · Admin Minor Equipment	0.00	1,500.00	-1,500.00	0.0%
401.420 · Admin Dues, Subscriptions & Mem	2,570.00	6,000.00	-3,430.00	42.83%
401.460 · Admin Meetings & Training	14,397.40	22,000.00	-7,602.60	65.44%
402.110 · Fin Admin Salaries & Wages	75,926.40	75,926.40	0.00	100.0%
402.192 · Fin Admin SSI Taxes	5,801.86	5,801.86	0.00	100.0%
402.196 · Fin Admin Health Insurance	10,038.96	13,000.00	-2,961.04	77.22%
402.198 · Fin Admin Non-Uni Pension Plan	5,535.21	6,750.00	-1,214.79	82.0%
402.199 · Fin Admin Life & Disability Ins	949.30	1,044.00	-94.70	90.93%
402.220 · Fin Admin Operating Supplies	229.00	229.00	0.00	100.0%
402.310 · Fin Admin Professional Srvs	45,981.30	45,287.55	693.75	101.53%
403.110 · Tax Collection Salaries & Wages	10,000.12	10,000.00	0.12	100.0%
403.192 · Tax Collection SSI Taxes	764.92	765.00	-0.08	99.99%
403.199 · Tax Collection Bond Ins	0.00	2,000.00	-2,000.00	0.0%
403.215 · Tax Collection Postage	0.00	2,900.00	-2,900.00	0.0%
403.220 · Tax Collection Operating Supply	0.00	1,300.00	-1,300.00	0.0%
403.310 · Tax Collection Professional Srv	40,549.43	42,000.00	-1,450.57	96.55%
404.310 · Township Solicitor	61,906.34	57,985.40	3,920.94	106.76%
404.314 · Legal Services Special Counsel	5,217.80	5,300.00	-82.20	98.45%
405.110 · Secretary Salaries & Wages	175,610.32	175,610.32	0.00	100.0%
405.120 · Secretary OT	10,146.95	10,145.95	1.00	100.01%
405.179 · Secretary Longevity	1,200.00	1,200.00	0.00	100.0%
405.192 · Secretary SSI Taxes	14,395.33	14,395.33	0.00	100.0%
405.196 · Secretary Health Insurance	45,386.92	55,000.00	-9,613.08	82.52%
405.198 · Secretary Non-Uni Pension Plan	18,171.34	18,171.34	0.00	100.0%
405.199 · Secretary Life & Disability Ins	2,591.47	3,132.00	-540.53	82.74%
405.317 · Recording Secretary Services	78.75	100.00	-21.25	78.75%
405.460 · Secretary Meetings & Training	778.06	778.06	0.00	100.0%
406.215 · Gen Govt Postage	3,390.23	3,400.00	-9.77	99.71%
406.220 · Gen Govt Operation Supplies	14,722.59	14,722.59	0.00	100.0%
406.310 · Gen Govt Professional Srvs	54,530.12	54,530.12	0.00	100.0%
406.320 · Gen Govt Communications	10,111.78	12,200.00	-2,088.22	82.88%
406.340 · Gen Govt Advertising & Printing	13,473.45	14,000.00	-526.55	96.24%
406.374 · Gen Govt Office Equipment Maint	0.00	271.00	-271.00	0.0%
406.384 · Gen Govt Equipment Leases	928.00	1,500.00	-572.00	61.87%
407.252 · Computer Parts & Supplies	0.00	1,000.00	-1,000.00	0.0%
407.260 · Technology Minor Equipment	898.97	2,000.00	-1,101.03	44.95%
407.421 · Gen Gov. SAS Subscriptions	25,107.39	56,809.21	-31,701.82	44.2%
407.450 · Contracted Services	75,321.94	74,849.79	472.15	100.63%

General Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
407.451 · GEN GOV IT CONTRACTED SERVICES	42,326.27	42,326.27	0.00	100.0%
408.310 · Township Engineer	115,218.42	107,750.12	7,468.30	106.93%
409.220 · Building Operating Supplies	6,391.75	7,000.00	-608.25	91.31%
409.260 · New Building Maint Minor Equip.	3,800.28	4,000.00	-199.72	95.01%
409.360 · Building Utilities	88,907.51	78,639.54	10,267.97	113.06%
409.361 · New Building Utilities & Maint.	208,254.82	273,277.46	-65,022.64	76.21%
409.373 · Building Maint & Repairs	27,760.83	28,000.00	-239.17	99.15%
409.374 · New Bld. Cntrct. Janitor Serv.	9,936.83	24,000.00	-14,063.17	41.4%
409.450 · Building Contracted Services	10,324.79	10,500.00	-175.21	98.33%
Total General Government	1,509,886.13	1,649,869.94	-139,983.81	91.52%
Public Safety				
410.120 · Police Salaries & Wages-Admin	129,500.02	129,500.00	0.02	100.0%
410.130 · Police Salaries & Wages-Officer	1,816,167.23	1,816,167.23	0.00	100.0%
410.140 · Police Salaries & Wages-Civilia	121,902.68	122,595.20	-692.52	99.44%
410.179 · Police Longevity Pay	42,909.35	43,167.41	-258.06	99.4%
410.180 · Police Overtime Wages	153,888.76	210,000.00	-56,111.24	73.28%
410.185 · Sick & Vacation Buy Back	134,540.17	134,540.17	0.00	100.0%
410.187 · Police Overtime Civ Support	2,795.97	2,987.61	-191.64	93.59%
410.191 · Uniform Allowance	16,000.00	16,800.00	-800.00	95.24%
410.192 · Police SSI Taxes	185,388.63	185,388.63	0.00	100.0%
410.196 · Police Health Insurance	432,155.03	500,000.00	-67,844.97	86.43%
410.197 · Police Pension Plan	316,073.22	316,073.22	0.00	100.0%
410.198 · Police Life & Disability Ins	20,739.96	25,056.00	-4,316.04	82.77%
410.199 · Police Non-Uniform Pension	11,465.23	11,465.23	0.00	100.0%
410.200 · Police 457 Contribution	8,234.25	8,400.00	-165.75	98.03%
410.215 · Police Postage	2,253.28	3,000.00	-746.72	75.11%
410.216 · Police Community Outreach	7,600.52	7,710.00	-109.48	98.58%
410.220 · Police Operating Supplies	5,821.20	7,500.00	-1,678.80	77.62%
410.221 · Crime Scene Supplies	445.71	1,000.00	-554.29	44.57%
410.222 · Ammunition/Field Materials	15,225.42	22,000.00	-6,774.58	69.21%
410.231 · Vehicle Fuel	44,965.93	55,000.00	-10,034.07	81.76%
410.238 · Uniform Expense	708.00	7,000.00	-6,292.00	10.11%
410.260 · Police Minor Equipment	34,243.04	34,500.00	-256.96	99.26%
410.270 · Police IT	46,925.53	46,925.53	0.00	100.0%
410.310 · Police Professional Services	24,538.23	27,000.00	-2,461.77	90.88%
410.314 · Civil Service Comm Solicitor	8,746.00	10,000.00	-1,254.00	87.46%
410.320 · Police Communications	26,592.22	26,592.22	0.00	100.0%
410.331 · Travel/Lodging	9,980.77	12,500.00	-2,519.23	79.85%
410.341 · Police Advertising & Printing	106.52	712.39	-605.87	14.95%
410.373 · Police Maint & Repair Bldg	9,560.53	11,150.00	-1,589.47	85.75%
410.374 · Police Equipment Maint	5,597.07	5,000.00	597.07	111.94%
410.384 · POLICE EQUIPMENT LEASES	828.00	850.00	-22.00	97.41%
410.420 · Police Dues, Subscriptions	0.00	1,000.00	-1,000.00	0.0%
410.421 · POLICE SaaS SUBSCRIPTIONS	26,778.20	56,790.00	-30,011.80	47.15%
410.450 · Police Contracted Services	122,659.34	123,358.31	-698.97	99.43%
410.451 · Police Vehicle Maintenance	52,895.66	60,000.00	-7,104.34	88.16%
410.460 · Police Meetings & Training	31,267.00	36,000.00	-4,733.00	86.85%
410.470 · Police Sales Fees	34.13	100.00	-65.87	34.13%
411.232 · Fire Department Fuel	8,738.52	12,000.00	-3,261.48	72.82%
411.540 · Foreign Fire Payments	96,972.09	96,972.09	0.00	100.0%
411.541 · Disbursement to Fire Company	0.00			
413.310 · Prof Services -BC Officer	390,741.54	345,877.38	44,864.16	112.97%
413.311 · Prof Services - SEO	36,100.00	36,100.00	0.00	100.0%
413.319 · Code Enforcement UCC Fees	792.00	1,000.00	-208.00	79.2%
414.220 · Planning & Zoning Supplies	28.24	500.00	-471.76	5.65%
414.310 · Planning & Zoning Prof Srvs	103,762.90	95,841.90	7,921.00	108.27%
414.313 · Planning & Zoning Engineering	0.00	2,500.00	-2,500.00	0.0%
414.314 · Planning & Zoning Legal	72,493.83	68,132.54	4,361.29	106.4%
414.319 · MS4 Fees	8,749.40	11,000.00	-2,250.60	79.54%
414.341 · Planning & Zoning Advertising	2,314.73	2,500.00	-185.27	92.59%
414.421 · Planning & Zoning SaaS subs.	4,601.79	9,150.00	-4,548.21	50.29%
415.220 · Emer Mgmt Operating Supplies	19.98	2,000.00	-1,980.02	1.0%
415.364 · Emergency Management Operations	9,581.71	13,500.00	-3,918.29	70.98%
415.431 · EMA GASOLINE	472.26	500.00	-27.74	94.45%
415.434 · EMA VEHICLE MAINT.	560.50	2,000.00	-1,439.50	28.03%
415.460 · Emer Mgmt Meetings & Training	27.16	500.00	-472.84	5.43%
Total Public Safety	4,605,489.45	4,777,903.06	-172,413.61	96.39%

General Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Public Works - Other				
427.220 · Solid Waste Coil Supplies	500.00	1,500.00	-1,000.00	33.33%
427.450 · Contracted Svcs - Clean-Up Days	29,362.00	35,000.00	-5,638.00	83.89%
Total Public Works - Other	29,862.00	36,500.00	-6,638.00	81.81%
PW-Hwys, Roads & Streets				
430.110 · Public Works Salaries	852,128.32	852,128.32	0.00	100.0%
430.120 · Public Works OT Wages	63,457.77	63,457.77	0.00	100.0%
430.179 · PW Longevity	4,000.00	7,700.00	-3,700.00	51.95%
430.192 · Public Works SSI Taxes	71,091.31	71,091.31	0.00	100.0%
430.196 · Public Works Health Insurance	234,635.56	240,000.00	-5,364.44	97.77%
430.198 · Public Works N-U Pension	68,704.31	122,593.90	-53,889.59	56.04%
430.199 · Public Works Life & Disab Ins	10,503.17	12,672.00	-2,168.83	82.89%
430.220 · Public Works Oper Supplies	3,387.95	13,900.00	-10,512.05	24.37%
430.231 · Public Works Gasoline	5,603.43	9,500.00	-3,896.57	58.98%
430.232 · Public Works Diesel	49,064.45	50,369.96	-1,305.51	97.41%
430.234 · Public Works Vehicle Supplies	1,440.82	1,600.00	-159.18	90.05%
430.238 · Public Works Uniforms	5,808.64	9,000.00	-3,191.36	64.54%
430.242 · PW Safety Gear & Equip	3,355.73	5,000.00	-1,644.27	67.12%
430.260 · Public Works Minor Equip Purch	0.00	7,300.00	-7,300.00	0.0%
430.261 · PW Shop Tools	5,871.49	6,000.00	-128.51	97.86%
430.310 · Public Works Professional Svcs	538.00	2,500.00	-1,962.00	21.52%
430.320 · Public Works Communications Exp	596.56	2,000.00	-1,403.44	29.83%
430.341 · Public Works Advertising	0.00	800.00	-800.00	0.0%
430.373 · Public Works Maint & Rep Bldg	8,621.03	13,000.00	-4,378.97	66.32%
430.376 · PW Equip. Maint. & Supp.	63,751.12	63,876.12	-125.00	99.8%
430.384 · Public Works Equip Rental	5,811.00	12,000.00	-6,189.00	48.43%
430.420 · Public Works Dues, Subscription	0.00	450.00	-450.00	0.0%
430.421 · PW SaaS SUBSCRIPTIONS	4,765.27	12,200.00	-7,434.73	39.06%
430.450 · Public Works Contracted Svcs	2,010.00	7,500.00	-5,490.00	26.8%
430.451 · Public Works Vehicle Maint	5,794.00	6,200.00	-406.00	93.45%
430.460 · Public Works Meetings & Trainin	6,195.29	10,000.00	-3,804.71	61.95%
432.220 · Snow & Ice Rem Oper Supplies	35,283.18	125,000.00	-89,716.82	28.23%
432.375 · Snow & Ice Rem Equipment Maint	5,536.35	8,000.00	-2,463.65	69.2%
432.450 · Snow & Ice Rem Subcontractors	0.00	15,000.00	-15,000.00	0.0%
433.220 · Traffic Signals & Signs Supply	1,750.23	6,000.00	-4,249.77	29.17%
433.360 · Traffic Signals & Signs Utiliti	5,965.01	5,449.29	515.72	109.46%
433.450 · Traffic Signals Contracted Svcs	32,943.80	32,943.80	0.00	100.0%
438.220 · Road Maint Supplies	96,079.81	96,079.81	0.00	100.0%
438.613 · Vegetation Control	3,914.76	5,000.00	-1,085.24	78.3%
Total PW-Hwys, Roads & Streets	1,658,608.36	1,896,312.28	-237,703.92	87.47%
Culture and Recreation				
452.390 · Recreation fees	1,213.82	1,250.00	-36.18	97.11%
454.110 · Park Salary & Wage	161,832.01	161,832.01	0.00	100.0%
454.120 · Park OT	1,070.98	3,000.00	-1,929.02	35.7%
454.192 · Park SSI	12,418.10	15,448.33	-3,030.23	80.39%
454.196 · Park Health Insurance	19,446.24	23,200.00	-3,753.76	83.82%
454.198 · Park N-U Pension Plan	1,504.51	4,879.71	-3,375.20	30.83%
454.199 · Park Life & Disability Ins	0.00	984.00	-984.00	0.0%
454.220 · Park Operating Supplies	11,959.72	10,615.22	1,344.50	112.67%
454.231 · Park Vehicle Fuel	4,554.83	6,759.52	-2,204.69	67.38%
454.238 · Park Uniforms	0.00	500.00	-500.00	0.0%
454.260 · Park Minor Equipment	8,418.01	10,000.00	-1,581.99	84.18%
454.310 · Park Professional Services	3,018.95	4,600.00	-1,581.05	65.63%
454.320 · Park Communications	2,183.09	2,183.09	0.00	100.0%
454.340 · Park Advertising & Printing	80.00	500.00	-420.00	16.0%
454.360 · Park Utilities	23,180.65	21,092.00	2,088.65	109.9%
454.373 · Park Repairs & Maintenance	12,932.91	13,300.00	-367.09	97.24%
454.374 · Park Equipment Maintenance	4,868.03	8,000.00	-3,131.97	60.85%
454.450 · Park Contracted Services	37,777.82	37,777.82	0.00	100.0%
454.451 · Park Vehicle Maintenance	1,592.94	1,592.94	0.00	100.0%
454.452 · Park Program Expenditures	1,184.58	2,500.00	-1,315.42	47.38%
454.460 · Park Meetings & Training	100.00	450.00	-350.00	22.22%
457.450 · Community Events	75,491.31	75,643.89	-152.58	99.8%
Total Culture and Recreation	384,828.50	406,108.53	-21,280.03	94.76%
Debt Service				
471.100 · New Twp Complex Principal	0.00	210,510.86	-210,510.86	0.0%
472.000 · NEW TWP COMPLEX LOAN INTEREST	219,317.59	224,802.00	-5,484.41	97.56%

General Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Total Debt Service	219,317.59	435,312.86	-215,995.27	50.38%
Benefits and Withholding				
483.194 · Employer Pd Unemployment Comp	19,619.63	35,000.00	-15,380.37	56.06%
483.195 · Employer Pd Worker's Comp	246,151.51	270,000.00	-23,848.49	91.17%
483.200 · Federal Healthcare Tax	229.02	250.00	-20.98	91.61%
Total Benefits and Withholding	266,000.16	305,250.00	-39,249.84	87.14%
Insurance				
486.350 · Property & Liability Insurance	163,540.25	165,850.00	-2,309.75	98.61%
486.355 · Professional Bonds	14,925.00	15,000.00	-75.00	99.5%
Total Insurance	178,465.25	180,850.00	-2,384.75	98.68%
Other Expenses				
463.540 · TIF	215,313.35	216,000.00	-686.65	99.68%
491.000 · Refund of Prior Year Revenues	11,585.22	11,585.22	0.00	100.0%
Total Other Expenses	226,898.57	227,585.22	-686.65	99.7%
Misc Expenses				
489.100 · Miscellaneous Expenses	30.00	30.00	0.00	100.0%
Total Misc Expenses	30.00	30.00	0.00	100.0%
Interfund Transfers Out				
492.300 · Interfund Transfer to Cap Fund				
COMMITTED FUND TRANSFER	50,000.00	50,000.00	0.00	100.0%
UNCOMMITTED FUNDS TRANSFER	393,358.07	393,358.07	0.00	100.0%
Total 492.300 · Interfund Transfer to Cap Fund	443,358.07	443,358.07	0.00	100.0%
492.310 · Transfer to Capital Fund Reserv	629,595.13			
Total Interfund Transfers Out	1,072,953.20	443,358.07	629,595.13	242.01%
Total Expense	10,152,339.21	10,359,079.96	-206,740.75	98.0%
Net Income	846,373.37	-3,228.50	849,601.87	-26,215.68%
CASH ACCOUNT BALANCES	Q1 2025	Q2 2025	Q3 2025	Q4 2025
GENERAL CASH	8,310,657.05	10,844,853.40	9,730,151.03	9,292,323.94
PAYROLL	74,467.06	65,439.61	65,571.14	38,120.39
FEES IN LIEU COMMITTED	82,321.32	83,216.91	85,755.75	200,045.88
KOLLAR COMMITTED	5,438.71	5,449.27	5,461.67	5,475.46
	<u>\$ 8,472,884.14</u>	<u>\$ 10,998,959.19</u>	<u>\$ 9,886,939.59</u>	<u>\$ 9,535,965.67</u>

Operating_Reserve_Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
341.010 · Interest on Investments	26,344.52			
354.003 · TLC SPLASH PAD DCNR C2P2 2022	36,629.00			
354.030 · ROUNABOUT LEARN TASA	0.00	900,000.00	-900,000.00	0.0%
355.006 · LSA Monroe Co 2021 (6/30/2025)	0.00	116,163.00	-116,163.00	0.0%
355.010 · LSA 2019 RH TRN LN C00072203	0.00	405,000.00	-405,000.00	0.0%
355.011 · MULTIMODAL RH TRN LN C000072896	0.00	500,000.00	-500,000.00	0.0%
355.012 · LSA RH TRN LN 2021 C000078523	0.00	187,500.00	-187,500.00	0.0%
355.014 · GREEN LIGHT GO	312,357.60	36,358.56	275,999.04	859.1%
355.015 · MULTIMODAL RIMROCK 2021 C000076	0.00	142,000.00	-142,000.00	0.0%
355.016 · ARP FEDERAL FUNDS	337,984.12	344,220.20	-6,236.08	98.19%
355.017 · DCED C000083397 ROUNABOUT (AWA)	0.00	500,000.00	-500,000.00	0.0%
355.018 · DCED MTF 2021 (6/30/2025) Award	0.00	46,000.00	-46,000.00	0.0%
355.019 · LSA GRANT TLC BRIDGE BTW PONDS	0.00	250,000.00	-250,000.00	0.0%
355.020 · DCED MTF 2022 Award	0.00	100,000.00	-100,000.00	0.0%
355.022 · ESSA COMMUNITY GRANT	2,500.00			
357.721 · PM VISITOR BUREAU GRANT	8,900.00	15,000.00	-6,100.00	59.33%
357.724 · LEARN ROAD PARK	3,382.23			
391.100 · SALE OF GENERAL FIXED ASSETS	0.00	20,000.00	-20,000.00	0.0%
392.010 · Transfer from General Fund				
COMMITTED OPEN SPACE	50,000.00	50,000.00	0.00	100.0%
UNCOMMITTED TRANSFER	393,358.07	393,358.07	0.00	100.0%
392.010 · Transfer from General Fund - Other	629,595.13			
Total 392.010 · Transfer from General Fund	1,072,953.20	443,358.07	629,595.13	242.01%
392.900 · Use of Fund Balance	0.00	426,086.49	-426,086.49	0.0%
393.000 · Capital Lease Proceeds	284,353.66	357,564.00	-73,210.34	79.53%
Total Income	2,085,404.33	4,789,250.32	-2,703,845.99	43.54%
Expense				
401.000 · Municipal Capital Comprehensive				
DCED MTF 2021 (6/30/2025) Award	0.00	100,000.00	-100,000.00	0.0%
ENGINEERING CAP PROJECTS OTHER	0.00	15,000.00	-15,000.00	0.0%
GREENLIGHT GO + MATCH	0.00	45,448.20	-45,448.20	0.0%
NCC UPGRADE ARPA	5,946.50	148,968.00	-143,021.50	3.99%
Right Hand Turn Lanes (Rimrock)	0.00	953,807.00	-953,807.00	0.0%
ROUND ABOUT TASA	0.00	900,000.00	-900,000.00	0.0%
ROUNDABOUT DCED	0.00	200,000.00	-200,000.00	0.0%
ROUNDABOUT LEARN DCED C00008339	0.00	500,000.00	-500,000.00	0.0%
ROUNDABOUT LEARN ENGINEERING (A)	0.00	131,468.67	-131,468.67	0.0%
SIDEWALK ENGINEERING (ARPA)	0.00	88,468.67	-88,468.67	0.0%
401.000 · Municipal Capital Comprehensive - Other	1,230,562.11	0.00	1,230,562.11	100.0%
Total 401.000 · Municipal Capital Comprehensive	1,236,508.61	3,083,160.54	-1,846,651.93	40.11%
401.001 · ADMINISTRATION COMPREHENSIVE	12,295.00	74,459.00	-62,164.00	16.51%
410.000 · POLICE CAPITAL COMPREHENSIVE				
2025 VEHICLE + UPFIT	171,727.00	171,727.00	0.00	100.0%
RANGE ACCESSORIES	0.00	13,000.00	-13,000.00	0.0%
Tasers	5,140.50	7,000.00	-1,859.50	73.44%
410.000 · POLICE CAPITAL COMPREHENSIVE - Other	93,661.23	150,000.00	-56,338.77	62.44%
Total 410.000 · POLICE CAPITAL COMPREHENSIVE	270,528.73	341,727.00	-71,198.27	79.17%
429.205 · Bank Charges	55.00			
430.000 · PW CAPITAL COMPREHENSIVE				
430.740 · Public Works - Vehicles	160,920.66			
430.000 · PW CAPITAL COMPREHENSIVE - Other	214,502.90	450,000.00	-235,497.10	47.67%
Total 430.000 · PW CAPITAL COMPREHENSIVE	375,423.56	450,000.00	-74,576.44	83.43%
438.610 · Maintenance & Repairs of Roads				
Paving Overlay	0.00	238,664.44	-238,664.44	0.0%
Road Marking	0.00	60,000.00	-60,000.00	0.0%
ROAD PIPES	0.00	10,000.00	-10,000.00	0.0%
Total 438.610 · Maintenance & Repairs of Roads	0.00	308,664.44	-308,664.44	0.0%
454.000 · PARK CAPITAL COMPREHENSIVE	48,500.38	209,473.00	-160,972.62	23.15%
471.000 · PRINCIPAL LEASES	216,078.49	275,955.84	-59,877.35	78.3%
472.000 · INTEREST ON LEASES	14,482.99	45,810.51	-31,327.52	31.62%
Total Expense	2,173,872.76	4,789,250.33	-2,615,377.57	45.39%
Net Income	-88,468.43	-0.01	-88,468.42	884,684,300.0%
CASH ACCOUNT BALANCES	Q1 2025	Q2 2025	Q3 2025	Q4 2025
CAPITAL RESERVE CASH	544,146.85	187,110.51	794,128.37	588,796.21
TOTAL	\$ 544,146.85	\$ 187,110.51	\$ 794,128.37	\$ 588,796.21

Liquid_Fuels_Fund
Profit & Loss Budget vs. Actual
 January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
341.010 · Interest on Investments	10,985.06	500.00	10,485.06	2,197.01%
355.020 · State Liquid Fuels Funds	441,487.68	440,987.68	500.00	100.11%
Total Income	452,472.74	441,487.68	10,985.06	102.49%
Expense				
439.600 · Capital Construction	441,487.68	441,487.68	0.00	100.0%
Total Expense	441,487.68	441,487.68	0.00	100.0%
Net Income	10,985.06	0.00	10,985.06	100.0%
CASH ACCOUNTS BALANCE	Q1 2025	Q2 2025	Q3 2025	Q4 2025
LIQUID FUELS CASH	17,971.24	63,316.67	468,418.02	28,758.92
TOTAL	\$ 17,971.24	\$ 63,316.67	\$ 468,418.02	\$ 28,758.92

Sewer_Operating_Fund
Profit & Loss Budget vs. Actual
January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
341.010 · Interest on Investments	238,527.00	200,000.00	38,527.00	119.26%
362.400 · Connect & Tank Abandonment Fee	125.00			
364.110 · Connection/Tapping Fees	116,250.00			
364.120 · Sewer Use Fees	3,913,543.27	4,064,940.00	-151,396.73	96.28%
364.130 · Reserve Capacity Fee	54,148.35	20,000.00	34,148.35	270.74%
Total Income	4,322,593.62	4,284,940.00	37,653.62	100.88%
Gross Profit	4,322,593.62	4,284,940.00	37,653.62	100.88%
Expense				
429.100 · Utilities				
429.101 · PPL	43,409.65	40,000.00	3,409.65	108.52%
429.102 · MetTel	0.00	700.00	-700.00	0.0%
429.105 · MetEd	6,823.73	3,900.00	2,923.73	174.97%
429.106 · Blue Ridge Communications	3,971.17	4,500.00	-528.83	88.25%
429.107 · BCRA Water	2,172.82	1,500.00	672.82	144.86%
429.108 · PenTeleData	4,373.68	4,500.00	-126.32	97.19%
429.109 · Verizon	1,872.39	2,100.00	-227.61	89.16%
429.111 · JP Mascaro	3,505.30	2,800.00	705.30	125.19%
429.112 · FUEL & HEATING OIL	3,790.14	5,000.00	-1,209.86	75.8%
429.113 · Utilities- ATT Firstnet	3,736.91	4,800.00	-1,063.09	77.85%
Total 429.100 · Utilities	73,655.79	69,800.00	3,855.79	105.52%
429.200 · BCRA Sewage Treatment	1,534,708.34	1,405,676.00	129,032.34	109.18%
429.244 · Operating Supplies	4,226.14	10,000.00	-5,773.86	42.26%
429.300 · Professional Services				
429.400 · Engineering	158,010.22	85,000.00	73,010.22	185.89%
429.401 · Sewer Legal	3,666.75	10,000.00	-6,333.25	36.67%
429.404 · SEWER ADMIN SERVICES	167,235.75	183,639.00	-16,403.25	91.07%
429.405 · O & M	152,544.08	97,650.00	54,894.08	156.22%
429.406 · KEYSTONE ENGINEERING	0.00	21,000.00	-21,000.00	0.0%
429.300 · Professional Services - Other	43,409.02	113,169.01	-69,759.99	38.36%
Total 429.300 · Professional Services	524,865.82	510,458.01	14,407.81	102.82%
429.374 · Equipment Repair & Maintenance	435,247.27	140,118.25	295,129.02	310.63%
429.376 · CONTRACTED SERVICES	7,524.00	25,000.00	-17,476.00	30.1%
471.000 · Debt Principal - Long and Short				
471.200 · 1st Keystone 7.5M	627,000.00	632,652.00	-5,652.00	99.11%
471.500 · PennVest Loan	415,772.97	415,772.97	0.00	100.0%
Total 471.000 · Debt Principal - Long and Short	1,042,772.97	1,048,424.97	-5,652.00	99.46%
472.000 · Debt Interest - Long and Short				
472.200 · 1st Keystone 7.5M Interest	57,492.36	66,304.00	-8,811.64	86.71%
472.500 · PennVest Loan Interest	59,580.27	59,580.27	0.00	100.0%
Total 472.000 · Debt Interest - Long and Short	117,072.63	125,884.27	-8,811.64	93.0%
486.352 · Insurance Expense (Liability)	19,123.75	25,000.00	-5,876.25	76.5%
489.000 · Uncategorized Expenses	60.00			
492.100 · Transfer to Sewer Construction	873,000.00	738,000.00	135,000.00	118.29%
Total Expense	4,632,256.71	4,098,361.50	533,895.21	113.03%
Net Income	-309,663.09	186,578.50	-496,241.59	-165.97%
CASH ACCOUNT BALANCES	Q1 2025	Q2 2025	Q3 2025	Q4 2025
SEWER OPERATIONS CASH	5,429,305.44	5,737,138.61	6,301,854.14	4,638,671.02
TOTAL	\$ 5,429,305.44	\$ 5,737,138.61	\$ 6,301,854.14	\$ 4,638,671.02

Sewer_Construction_Fund
Profit & Loss Budget vs. Actual
 January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Income				
341.010 · Interest on Investments	112,815.01	50,000.00	62,815.01	225.63%
392.000 · Transfer from Operations	873,000.00	873,000.00	0.00	100.0%
392.900 · Use of Fund Balance	0.00	2,000,000.00	-2,000,000.00	0.0%
Total Income	985,815.01	2,923,000.00	-1,937,184.99	33.73%
Expense				
429.200 · General Project				
Jockey Pump Carryover Project	0.00	1,400,000.00	-1,400,000.00	0.0%
Lateral Service Extension	0.00	125,000.00	-125,000.00	0.0%
Manhole Rehab	0.00	577,500.00	-577,500.00	0.0%
Sewer Building	0.00	275,000.00	-275,000.00	0.0%
Sewer Service Exp. Analysis	0.00	7,500.00	-7,500.00	0.0%
429.200 · General Project - Other	138,251.95			
Total 429.200 · General Project	138,251.95	2,385,000.00	-2,246,748.05	5.8%
429.313 · Engineering - Collection System	160,111.45	538,000.00	-377,888.55	29.76%
Total Expense	298,363.40	2,923,000.00	-2,624,636.60	10.21%
Net Income	687,451.61	0.00	687,451.61	100.0%
CASH ACCOUNTS BALANCE	Q1 2025	Q2 2025	Q3 2025	Q4 2025
FKB MM 2021	410,419.53	412,855.36	415,305.64	417,579.73
1ST NORTHERN	31,549.98	9,032.04	31,756.89	7,782.09
PLGIT	2,260,640.77	2,235,158.00	2,193,402.30	2,992,440.96
	\$ 2,702,610.28	\$ 2,657,045.40	\$ 2,640,464.83	\$ 3,417,802.78

ARP FUND
Profit & Loss Budget vs. Actual
 January through December 2025

	2025 FULL YEAR BUDGET			
	Jan - Dec 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
341.001 · INTEREST ON INVESTMENTS	19,850.39	1,000.00	18,850.39	1,985.04%
392.000 · Use of Fund Balance	0.00	430,730.44	-430,730.44	0.0%
Total Income	19,850.39	431,730.44	-411,880.05	4.6%
Expense				
492.010 · TRANSFER TO GENERAL FUND				
GOV SERV. IMPROV.	0.00	49,145.96	-49,145.96	0.0%
492.010 · TRANSFER TO GENERAL FUND - Other	32,703.41			
Total 492.010 · TRANSFER TO GENERAL FUND	32,703.41	49,145.96	-16,442.55	66.54%
492.300 · TRANSFER TO CAPITAL FUND	442,084.12	344,220.20	97,863.92	128.43%
Total Expense	474,787.53	393,366.16	81,421.37	120.7%
Net Income	-454,937.14	38,364.28	-493,301.42	-1,185.84%
CASH ACCOUNTS BALANCES	Q1 2025	Q2 2025	Q3 2025	Q4 2025
PLGIT ARPA	534,378.98	450,266.91	440,124.49	73,572.35
TOTAL CASH	\$ 534,378.98	\$ 450,266.91	\$ 440,124.49	\$ 73,572.35

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Hearing to be held at 6:00 p.m. on the 22nd day of April, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372, an Ordinance amending Chapter 470, "Zoning", of the Township of Pocono's Code of Ordinances, as amended, by adding the Pocono Data Center Overlay Zoning District and corresponding Pocono Township Data Center Overlay District Zoning Regulations and repealing all ordinances inconsistent herewith. Copies of the proposed Ordinance may be examined without charge or obtained for a charge not greater than the cost thereof at the Municipal Building, during normal business hours.

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

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2026 -07

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF
POCONO, MONROE COUNTY, PENNSYLVANIA AMENDING ORDINANCE NO. 110
THE POCONO TOWNSHIP ZONING ORDINANCE, CHAPTER 470
"ZONING", OF THE TOWNSHIP OF POCONO'S CODE OF ORDINANCES,
AS AMENDED, BY ADDING THE POCONO DATA CENTER OVERLAY ZONING
DISTRICT AND CORRESPONDING POCONO TOWNSHIP DATA CENTER OVERLAY
DISTRICT ZONING REGULATIONS AND REPEALING ALL ORDINANCES
INCONSISTENT HEREWITH**

WHEREAS, Pocono Township's Code of Ordinances; Chapter 470 *Zoning* (the "Ordinance"), § 470-125 *Amendments* provides "The provisions of this chapter and boundaries of zoning districts as set forth on the Official Zoning Map may from time to time be amended or changed by the governing body of the municipality."; and

WHEREAS, Ordinance § 470-11 *Amendments* provides "If, in accordance with the provisions of this chapter and the Pennsylvania Municipalities Planning Code, as amended, changes are made in district boundaries or other matters portrayed on the Official Zoning Map, such changes shall be entered on the Official Zoning Map promptly after the amendment has been approved by the Township Commissioners."

WHEREAS, the governing body, the Board of Commissioners of the Township of Pocono, Monroe County Pennsylvania (the "BOC") seeks to enact amendments to the Ordinance by adding the Pocono Township Data Center Overlay Zoning District to its Zoning Map and Zoning Districts with corresponding district regulations; and

WHEREAS, the BOC finds that the proposed amendments will promote, protect and facilitate the public health, safety and welfare; and

WHEREAS, pursuant to § 609 of the Pennsylvania Municipalities Planning Code , 53 P.S. § 10609, the Township of Pocono Monroe, County, Pennsylvania (the "Township") is authorized and empowered to enact amendments to the Ordinance after public hearing thereon pursuant to public notice and posting of the subject properties by the Township; and

WHEREAS, the BOC has conducted a public hearing pursuant to the public notice concerning the following amendments to the Ordinance; and

WHEREAS, after public hearing pursuant to public notice, the BOC desires to ordain and enact the amendments to the Ordinance set forth hereinafter.

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

SECTION I. Chapter 470 *Zoning*; Article II *Terminology*; § 470-8 *Definitions* is amended by adding the following:

“ARTIST'S RENDERING: A visual depiction, such as a drawing or digital image, created to represent the proposed design, appearance, and spatial arrangement of a building, structure, or development project. This rendering is utilized for planning and communication purposes to convey the envisioned outcome prior to actual construction or implementation.

BUFFER YARD: A designated area situated along the perimeter of a property, composed of natural vegetation, planted landscaping, or a combination thereof, designed to physically and visually obscure, separate, or screen differing uses, features, or zoning districts. Also termed a landscape buffer.

DATA CENTER: A building or buildings which are occupied primarily by computers and/or telecommunications and related equipment where digital information is processed, transferred, and/or stored, primarily to and from offsite locations. This use does not include computers or telecommunications-related equipment that is secondary and customarily incidental to an otherwise permitted use on the property, such as servers associated with an office building. This use shall also include cryptocurrency mining, blockchain transaction processing, and server farms. A Data Center may include Data Center Accessory Uses.

DATA CENTER ACCESSORY USE: Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers, fire suppression, and related equipment); security features, provided such Data Center Accessory Uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations.

ELECTRICAL SUBSTATION: A facility that converts high-voltage electrical power from the utility grid to lower voltages appropriate for use operations. It includes transformers, circuit breakers, busbars, protective devices, switchgear, and related equipment designed to ensure a stable and efficient power supply, meeting the specific energy requirements of the use.

FAÇADE: The exterior walls of a building exposed to public view or that will be viewed by persons not within the building.

FENESTRATION: The design, arrangement, and proportion of openings in a building's exterior, including, but not limited to windows, doors, skylights, and curtain walls. These elements

contribute to the building's aesthetics, natural light, ventilation, and energy performance, and are subject to specific standards and criteria within the ordinance.

MAIN ENTRANCE FEATURE: A prominent architectural element or combination of elements that visually and functionally designates the primary point of access to a building or structure. This feature may include, but is not limited to, doorways, landscaping, signage, vestibules, porticos, canopies, and decorative lighting.

SENSITIVE RECEPTOR: Sensitive receptors shall be defined as residential uses, schools, preschools, daycare centers, in-home daycares, long term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), campgrounds, prisons, and dormitories.”

SECTION II. Chapter 470 *Zoning*; Article III *Zoning Map and Zoning Districts*; § 470-14 *List of Districts* is amended by adding the following:

“DC Data Center Overlay District”

SECTION III. Chapter 470 *Zoning*; Article III *Zoning Map and Zoning Districts* is hereby amended by amending the existing Zoning Map, as revised, by adding the Data Center Overlay District designation upon the following six (6) Monroe County Tax Parcels in the Township of Pocono, Monroe County, Pennsylvania: 12.7.1.27 (83 acres); 12.10.42-1 (39 acres); 12.10.1.41 (41 acres); 12.7.1.23 (42 acres); 12.7.1.25 (35 acres); and, 12.7.1.22 (35 acres) as shown on the map attached hereto as **Exhibit “A”**.

SECTION IV. Chapter 470 *Zoning*; Article IV *Basic District Regulations*; is amended by adding the following:

“§ 470-22.4 DC Data Center Overlay District.

A. Applicability.

1. Data Centers shall be permitted by Conditional Use in the DC Data Center Overlay District as designated on the DC Data Center Overlay District on the official Zoning Map.

2. This § 470-22.4 applies to any Data Center proposed after the effective date of this chapter.

3. Any upgrade, modification, or structural change that materially alters the size or placement of an existing Data Center shall comply with the provisions of this § 470-22.4.

4. In the case of a Data Center use, for any lot or property, or portion thereof, within the DC Overlay District, the regulations of said overlay district shall supersede any regulations of the underlying district which are in conflict with those of this § 470-22.4.

B. Dimensional Standards.

1. Lot, yard, and height requirements. All lot, yard, and height requirements shall be the same as those within the underlying zoning district, except that where a conflict exists, the requirements of this section § 470-22.4 shall apply.

2. The maximum building height for a Data Center shall be 60 feet, inclusive of roof-mounted equipment such as cooling and ventilation systems, HVAC units, and cooling towers.

3. The maximum height of a Data Center Accessory Use shall be no greater than the height of the principal building.

4. Data Centers and Data Center Accessory Uses shall be set back 200 feet from the boundary of any residential zoning district, an existing residential use, or the lot line of any property developed with a sensitive receptor.

C. Aesthetics.

1. Main Entrance Feature. At least one Main Entrance Feature shall be provided. Such Main Entrance Features shall either project or recess from the main building plane, and/or be differentiated from the remainder of the building façade by a change in building material. Landscaping of the main entrance feature is encouraged.

2. Building Facades and Fenestration.

a. Provide evidence of compliance with the standards and criteria for aesthetics which shall also include the submission to the Township of an artist's rendering(s) and must also include elevations. When the use is located adjacent to residential districts or sensitive receptors, the artist's rendering(s) must also depict evidence of compliance with the screening, fencing, and landscape buffer regulations.

b. Principal building façades. Principal building façades shall include all building façades that face adjacent public roads, adjacent residential use, or adjacent residentially zoned land. When a building has more than one principal façade, such principal building façades shall be consistent in terms of design, materials, details, and treatment. Principal building façades shall avoid the use of undifferentiated surfaces by including the following design elements use and incorporating at least two of the following design elements every 150 horizontal feet:

i. Fenestration (windows) on a minimum of 30% of the principal façade surface area located in separated individual placements or clustered bays and distributed horizontally and vertically across the principal facade;

ii. A change in building material, pattern, texture, color, or accent materials;

iii. A change in building height;

iv. Building step-back. The building envelope shall provide a step-back of no less than 15 feet from the building wall at a height point that begins at the top of the second story of the building or 40 feet, whichever of the two is lower.

D. Screening and Fencing.

1. To provide visual screening and reduce noise levels, ground-mounted and roof-mounted equipment used for cooling, ventilating, or otherwise operating the facility, including power generation or other power supply equipment, that is located within 300 feet of a public roadway, residential zoning district, or the lot line of any sensitive receptor(s) must be fully enclosed, except where not mechanically feasible based on the manufacturer's specifications. If it is not mechanically feasible to fully enclose the equipment, it must be fully screened from view using one or more of the following means:

a. The landscape buffer and/or use of existing vegetation that will remain on the property as required by subsection F.

b. By the principal Data Center or accessory building.

c. An earthen berm having a minimum of five (5) feet in height above the adjacent average ground level with a maximum side slope of 3:1, provided that the berm shall be covered by native shrubs and a well-maintained all season natural ground cover. Any required screening plantings shall be arranged on the outside and top of the berm.

d. A visually solid fence, screen wall or panel, parapet wall, or other visually solid screen that shall be constructed of materials compatible with those used in the exterior construction of the principal building.

2. Fencing of the property is permitted, provided that fencing along public and private roadways is not chain-link, with or without slatted inserts, and does not include barbed wire or other similarly visibly intrusive deterrence device. An applicant shall not be required to comply with this requirement if fencing is fully screened from view by one or more of the means identified in the landscape buffer section.

E. Landscape Buffer.

1. A landscape buffer (also termed a buffer yard) is required between a Data Center or Data Center Accessory Use and any adjoining residential zoning district, an existing residential use, a sensitive receptor, or a public roadway. The landscape buffer shall comply with the following requirements:

a. The landscape buffer shall be at least 100 feet in width and may be part of the minimum setback distance.

b. Landscape buffer plantings shall consist of native species planted as follows:

i. One (1) large evergreen tree per 25 linear feet of buffer.

ii. One (1) deciduous canopy (shade) tree per 75 linear feet of buffer.

iii. One ornamental/flowering tree per 50 linear feet of buffer.

iv. Five (5) shrubs per 25 linear feet of buffer. Shrubs shall be a combination of evergreen and deciduous species, with a minimum of 50% being evergreen.

c. Trees shall comply with the requirements of §390-55G. The use of tree species selected from the List of Acceptable Plants in §390-55H is required.

2. In the event that existing vegetation is partially or fully adequate to meet the intent of the required landscape buffer yard to screen the Data Center and/or Data Center Accessory Use from adjoining residential zoning districts, existing residential uses, sensitive receptors, and public roadways, the Board of Commissioners, upon recommendation by the Township Engineer and Planning Commission, may determine that existing topography and/or vegetation constitutes all or part of the required landscape buffer yard. That area of vegetation shall be clearly specified and shown on all the submitted plats. If the final plat is approved, the Township Engineer and the applicant shall meet on site prior to the commencement of construction and/or clearing to identify exactly which existing trees meet the criteria, to be credited toward the requirements.

F. Water and Sewer.

1. Water and sewerage facilities shall comply with all other applicable provisions of this Chapter 470, Zoning, Chapter 333, Sewers and Sewage Disposal, Chapter 439, Water, Chapter 390 Subdivision and Land Development, and all other applicable provisions of the Code of Pocono Township and other local, state, and federal regulations.

2. The use of recycled wastewater or other source of non-potable water for cooling and/or other mechanical operations is strongly encouraged.

3. No Data Center shall be approved unless the applicant demonstrates that the anticipated water supply yield is sufficient for the Data Center and that the proposed water withdrawals and discharges will not adversely impact the quantity or quality of surface or groundwater waters in the watershed including, but not limited to, neighboring wells.

4. If the use will be served by a public water supply, the applicant shall submit documentation from the public authority certifying that the public authority will supply the water needed.

5. If the use is to rely upon nonpublic sources of water, the applicant shall provide a water feasibility study prepared by a qualified professional. The purpose of the study is to determine if there is an adequate supply of water for the proposed use and to estimate the impact of the use on existing wells, groundwater, and surface waters in the vicinity. No Data Center shall be approved unless the water feasibility study demonstrates that the anticipated water supply yield is adequate for the project and that the proposed water withdrawals and discharges will not endanger or adversely affect the quantity or quality of groundwater supplies or surface waters in the vicinity. The water feasibility study shall include the following information at a minimum:

- a. The projected water demands of the Data Center;
- b. The source of water to be used;
- c. A description of how water will be used, including the amount or proportion of water to be used for each purpose (e.g., cooling, humidity control, fire suppression, and domestic usage);
- d. The long-term safe yield of the water source;
- e. A description of the amount or portion of water withdrawn that will be recycled or discharged and by what means;
- f. A geologic map of the area with a radius of at least one mile from the site;
- g. The location of all existing and proposed wells within 1,000 feet of the property boundary, with a notation of the capacity of all high-yield wells;
- h. The location of all surface waters, including perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps, and estuaries, within 1,000 feet of the property boundary;
- i. A determination of the effects of the proposed water supply system on the quantity and quality of water in nearby wells, surface waters, and the groundwater table;
- j. A statement of the qualifications and the signature(s) of the person(s) preparing the study.

6. The applicant shall provide proof of review and approval from the Delaware River Basin Commission for projects proposing:

- a. Water withdrawals of 100,000 gallons per day (gpd) or more over a 30-day average from any source or combination of sources within the Delaware River Basin; or
- b. Any consumptive water use of 20,000 gpd or more over a 30-day average from any water source.

7. The applicant shall demonstrate that adequate means of wastewater disposal, including domestic wastewater and wastewater used for cooling or industrial purposes, have been provided and approved by the Sewage Enforcement Officer and/or the Pennsylvania Department of Environmental Protection.

G. Power.

1. If the applicant proposes connecting a Data Center or Data Center Accessory Use to the electric grid, the applicant shall provide documentation from the applicable electric service provider certifying that the necessary capacity is available, and that electric service provider will serve the Use(s). Known impacts on electric rates or availability for other uses directly attributable to the Use(s) shall be noted and evaluated.

2. Any energy generation system designed or used to supply power directly to a Data Center, or Data Center Accessory Use during normal operations, including solar, wind, fossil fuel, or nuclear energy generating systems, shall not be considered part of the Data Center or Data Center Accessory Use. Such systems shall be considered a separate use and shall be approved according to the zoning regulations applicable to such use.

3. No electrical disturbances which adversely impact the operation of any equipment beyond the property line shall be permitted.

H. Emergency Management.

1. The applicant shall submit an Emergency Response Plan (ERP) prepared by a qualified professional. The ERP shall:

a. Be reviewed and accepted by the local fire department and emergency management services as part of the conditional use and/or land development process;

b. Include detailed procedures for fire suppression, containment, ventilation, and evacuation;

c. Include an evaluation of the access roads and hydrant locations within the site to ensure suitable access for emergency equipment within the site;

d. Ensure that all first responders receive adequate training specific to the installed system;

e. Include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center or Data Center Accessory Use.

2. Any Data Center or Data Center Accessory Use proposing battery storage or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate

compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.

3. No Data Center or Data Center Accessory Use shall be approved unless the applicant demonstrates that procedures for fire suppression, containment, ventilation, and evacuation are sufficiently protective of public health, safety, and welfare.

4. There shall be a 24-hour emergency contact signage located conspicuously at the access entrance(s) to the facility. The signage shall include the facility company name, owner/representative name, telephone number, and the local power company's name and telephone number.

I. Noise.

1. The applicant shall demonstrate through a sound study conducted by a professional acoustical expert that the sound generated by a Data Center and/or Data Center Accessory Uses during normal operations shall be limited to a maximum daytime (7:00 a.m. to 8:00 p.m. Monday-Friday) decibel level of 67 dB(A) and a maximum nighttime and weekend (8:00 p.m. to 7:00 a.m. Monday-Friday and all day Saturday and Sunday) decibel level of 57 dB(A) as measured from the property line of the use. Such sound study shall be conducted using Sound Level Meters described in ANSI S1.4-2104 and generally accepted methodology. A sound study shall be conducted at the following phases:

a. A preliminary sound mitigation report shall be prepared as part of the Conditional Use process. The report shall include recommended sound reducing materials or systems as needed to meet the aforesaid sound limits.

b. An interim report shall be submitted during the building permit approval process based upon the proposed user or users of the Data Center and Data Center Accessory Uses depicted on the building plans. Any sound reducing materials or systems recommended by the interim report shall be incorporated into the construction plans for the use prior to the issuance of the building permit.

c. An as-built sound study shall be conducted prior to issuance of the permanent certificate of occupancy. An as-built sound study may also be required thereafter by the Township. If it is determined by the as-built sound study that there is a violation of the aforesaid noise limits, it shall be considered a violation of this Ordinance.

2. Maximum decibel levels specified herein shall not apply during times of power outage, however the sound studies shall also evaluate and report anticipated decibel levels when all emergency power generation equipment is running, including backup generators.

3. Equipment Testing Times. Generator Testing Adjacent to Residential Zoning Districts or sensitive receptor(s). For any Data Center and/or Data Center Accessory Use

located on a parcel adjacent to property with existing residential development, a sensitive receptor, or a residential zoning district, the following standard applies to generator testing:

a. Generator testing is limited to between 7:00 a.m. and 5:00 p.m. during all months of the year.

b. Except for generator testing or commissioning activities, generator use shall otherwise be limited to backup/emergency use only.

J. Lighting and Heat.

1. Outdoor Lighting and Glare: This use(s) shall comply with the lighting regulations in Chapter 390-56 Lighting.

2. No direct or reflected glare, or measurable heat, from any source shall be perceptible at or beyond the property line of the property on which the use is located.

K. Emissions and Ground Vibrations.

1. The emission of any smoke, odorous gases, other odorous matter, or steam in quantities perceptible at or beyond the property line of the property on which the use is located shall be prohibited.

2. Every Data Center and/or Data Center Accessory Use shall be operated so that ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point along the property line of the property on which the use is located.

3. An as-built vibration study prepared by a qualified professional that demonstrates that no vibration from the Data Center, Data Center Accessory Use(s), or associated equipment will be perceptible to the human sense of feeling beyond the property line shall be conducted prior to issuance of the permanent certificate of occupancy. An as-built vibration study may also be required thereafter by the Township.

L. Radioactivity. Activities which emit dangerous or harmful radioactivity are prohibited.

M. Outdoor Storage. Outdoor storage spaces must be located behind a visually solid evergreen tree screen, where the size of large evergreen trees shall be a minimum of six (6) feet in height at the time of planting or a six (6) foot-high solid visual screening fence, such as a wooden fence.

N. Parking. Parking shall be provided in accordance with 470-34 for a "manufacturing and industrial use" unless the applicant can demonstrate, to the satisfaction of the Board of Commissioners, that a lesser number is adequate for this use.

O. Decommissioning.

1. For a Data Center or Data Center Accessory Use, it is the facility owner's responsibility that at the end of the project life or active use of the facility as a Data Center or Data Center Accessory Use the site must be restored to a condition that existed prior to the project or the facility altered in a manner that will allow for a beneficial reuse of the property. This would involve the removal of all equipment, structures, containment ponds, etc. that are no longer in use or cannot be reasonably reused.

2. A decommissioning agreement will be required to be executed between the Township and the facility owner to ensure the requirements within this section are met within twelve (12) months of the date at which the facility ceases to operate as a Data Center or Data Center Accessory Use.

3. Following Subdivision and Land Development approval, the facility owner shall be required to post financial security in the event the facility owner fails to abide by Subsections O.1-2 above.

SECTION V. REPEALER Any existing ordinances or parts of ordinances in conflict with this Ordinance, to the extent of such conflict and no further, are hereby repealed.

SECTION VI. SEVERABILITY If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this Ordinance is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Ordinance.

SECTION VII. ENACTMENT This Ordinance shall be effective within five (5) days and shall remain in force until modified, amended or rescinded by Pocono Township, Monroe County, Pennsylvania.

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

ATTEST:

**TOWNSHIP OF POCONO,
MONROE COUNTY,
PENNSYLVANIA**

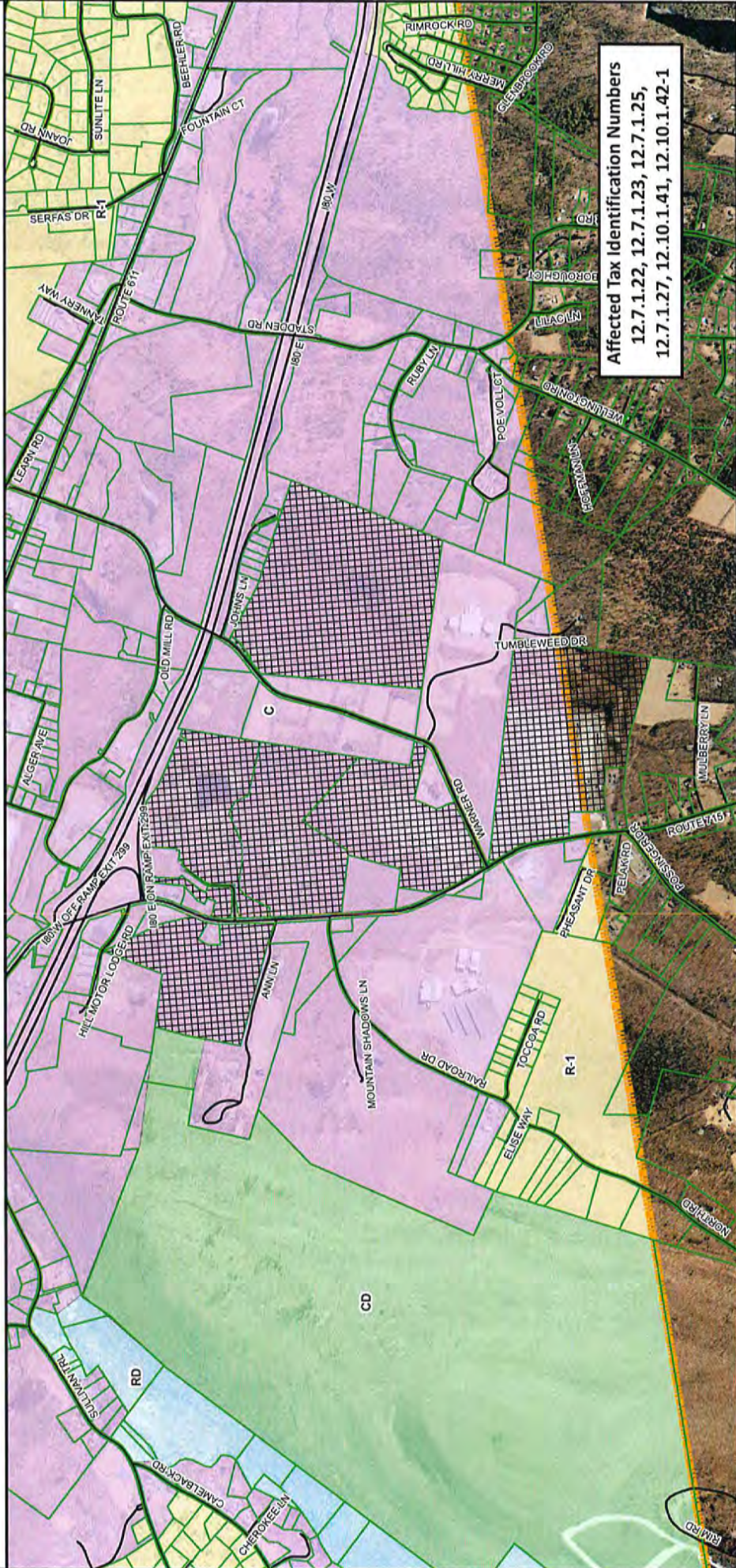
Krisann MacDougall
Township Asst. Secretary

ELLEN GNANDT
President, Board of Commissioners

EXHIBIT “A”

POCONO TOWNSHIP DATA CENTER OVERLAY DISTRICT ZONING MAP AMENDMENT - POCONO TOWNSHIP - MONROE COUNTY - PENNSYLVANIA

DRAFT



Affected Tax Identification Numbers
 12.7.1.22, 12.7.1.23, 12.7.1.25,
 12.7.1.27, 12.10.1.41, 12.10.1.42-1

The County of Monroe makes no express or implied warranties concerning the release of this information. The County of Monroe is unaware of the use or uses to be made of this data. Consequently, the County of Monroe does not warrant this data as fit for any particular purpose.



- Data Center Overlay District**
- Data Center Overlay District
 - Parcel Boundaries
 - C
- Data Center Overlay District**
- R-1
 - RD
 - CD

PREPARED BY:
Monroe County
 Planning Commission
 701 Main Street, Suite 405
 Stroudsburg, PA 18360
 (570) 517-3100
 mcpc@monroecountypa.gov
 March 2026 26-008

RESOLUTION 2026-17

POCONO TOWNSHIP

DECLARATION OF OFFICIAL INTENT TO REIMBURSE [GENERAL FUNDS USED TO CONSTRUCT IMPROVEMENTS TO ITS BARTONSVILLE AVENUE AND STADDEN ROAD SANITARY SEWER SYSTEMS WITH FUNDS RECEIVED FROM THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY

WHEREAS, Pocono Township ("Funding Recipient") has determined that construction of improvements to the BARTONSVILLE AVENUE AND STADDEN ROAD SANITARY SEWER SYSTEMS located in Pocono Township, Monroe County, Pennsylvania (the "Project"), are necessary; and

WHEREAS, in order to finance the costs of the Project, the Funding Recipient has issued or intends to issue its Debt Obligation to the Pennsylvania Infrastructure Investment Authority ("PENNVEST") in the maximum principal amount of \$2,755,521 (the "PENNVEST Debt Obligation").

WHEREAS, Funding Recipient intends to pay Project costs, on an interim basis, using its GENERAL FUNDS until the proceeds of the PENNVEST Debt Obligation are received;

NOW, THEREFORE, the Funding Recipient hereby declares as follows:

Pursuant to federal requirements set forth at 26 C.F.R. § 1.150-2, the Funding Recipient officially intends to reimburse its GENERAL FUND for Project costs incurred by the Funding Recipient with the proceeds of the PENNVEST Debt Obligation up to the maximum principal amount of \$2,755,521.

ATTEST:

Krisann MacDougall, Assistant Secretary

Ellen Gndt, President
Pocono Township Board of Commissioners

(SEAL)

DATE: _____



74 West Broad Street, Suite 300
Bethlehem, PA 18018

Engineer's Opinion of Costs - April 2026

Stadden Rd Extension

Item	Description	Plan Set Quantity	Unit	Unit Cost	Extended Cost
Sanitary Sewer - Gravity Sewer to Poe Vol Ct					
1	8" SDR 35 (6' to 10' Cover)	1791	LF	\$ 175.00	\$ 313,344.50
2	Erosion Control Facilities along route	1791	LF	\$ 25.00	\$ 44,763.50
3	Pavement Restoration Twp Road (assume 5' wide)	1791	LF	\$ 120.00	\$ 214,864.80
4	Sewer Lateral (12' max)	8	EA	\$ 4,500.00	\$ 36,000.00
5	Sanitary MH (10' max)	10	EA	\$ 5,500.00	\$ 55,000.00
Sanitary Sewer - Gravity Sewer to Poe Vol Ct					\$ 663,972.80
1	Contingencies (15% of Construction & Easement Costs)	1	LS	\$ 99,595.92	\$ 99,595.92
Total Construction Plus Contingencies					\$ 763,568.72
Soft Costs					
1	Survey Services	1	LS	\$ 37,087.50	\$ 37,087.50
2	Wetland and Stream Mapping	1	LS	\$ 4,025.00	\$ 4,025.00
3	Design Plans and Permitting (8%)	1	LS	\$ 61,085.50	\$ 61,085.50
4	Bid Documents and Specifications	1	LS	\$ 4,025.00	\$ 4,025.00
5	Construction Administration and Bidding	1	LS	\$ 8,625.00	\$ 8,625.00
6	Construction Observation (5%)	1	LS	\$ 38,178.44	\$ 38,178.44
Soft Costs					\$ 153,026.43
Total Project Cost - Sewer					\$ 916,595.15



74 West Broad Street, Suite 300
Bethlehem, PA 18018

Engineer's Opinion of Costs - April 2026

Bartonsville Avenue Extension

Item	Description	Plan Set Quantity	Unit	Unit Cost	Extended Cost
Sanitary Sewer - Gravity Sewer to MCTI					
1	8" SDR 35 (4.5' to 10' Cover)	2481	LF	\$ 175.00	\$ 434,155.05
2	8" SDR 26 (10'+ Cover)	1212	LF	\$ 185.00	\$ 224,202.61
3	Erosion Control Facilities along route	3693	LF	\$ 25.00	\$ 92,319.80
4	Construction Entrance	4	EA	\$ 5,000.00	\$ 20,000.00
5	Pavement Restoration Twp Road (assume 5' wide)	2066	LF	\$ 120.00	\$ 247,915.20
6	Gravel Drive Restoration (assume 6' wide)	1082	LF	\$ 17.25	\$ 18,663.81
7	Lawn Area Restoration (assume 12' wide)	851	LF	\$ 10.00	\$ 8,514.80
8	Sewer Lateral (12' max)	17	EA	\$ 4,500.00	\$ 76,500.00
9	Sanitary MH (10' max)	7	EA	\$ 5,500.00	\$ 38,500.00
10	Sanitary MH (10' +)	12	EA	\$ 6,500.00	\$ 78,000.00
Sanitary Sewer - Gravity Sewer to MCTI					\$ 1,238,771.27
Easements					
1	Easement on 12/9/1/47	2,799	SF	\$ 4.00	\$ 11,196.00
2	Easement on 12/9/1/51-1, 12/9/1/51-2, 12/9/1/60 (Proposed Lot 1)	12,212	SF	\$ 4.00	\$ 48,848.00
3	Easement on 12/9/1/59	1,944	SF	\$ 4.00	\$ 7,776.00
4	Easement on 12/9/1/58, 12/9/1/60-1 (Proposed Lot 2)	13,215	SF	\$ 4.00	\$ 52,860.00
5	Appraisal for Easements	4	EA	\$ 2,242.50	\$ 8,970.00
Easements					\$ 129,650.00
Subtotal Construction Plus Easements					\$ 1,368,421.27
1	Contingencies (15% of Construction & Easement Costs)	1	LS	\$ 205,263.19	\$ 205,263.19
Total Construction Plus Contingencies					\$ 1,573,684.46
Soft Costs					
1	Survey Services	1	LS	\$ 37,087.50	\$ 37,087.50
2	Wetland and Stream Mapping	1	LS	\$ 4,025.00	\$ 4,025.00
3	Design Plans and Permitting (8%)	1	LS	\$ 125,894.76	\$ 125,894.76
4	Bid Documents and Specifications	1	LS	\$ 4,025.00	\$ 4,025.00
5	Construction Administration and Bidding	1	LS	\$ 8,625.00	\$ 8,625.00
6	Construction Observation (5%)	1	LS	\$ 78,684.22	\$ 78,684.22
7	Sewer Line Easement Preparation	6	EA	\$ 1,150.00	\$ 6,900.00
Soft Costs					\$ 265,241.48
Total Project Cost - Sewer					\$ 1,838,925.94

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-18

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF
THE LOT COMBINATION PLAN OF
LANDS OF JOHN MICHAEL MORRO**

WHEREAS, the applicant, John Michael Morro, submitted a lot combination plan application titled “Lot Combination Plan, Lands of John Michael Morro, Lots 55 & 56, Section 4, Barton Glen” (the “Plan”); and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated March 23, 2026 and April 1, 2026; and

WHEREAS, the Pocono Township Board of Commissioners desire to grant the conditional approval of the Plan, subject to the following.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania:

That the “Lot Combination Plan, Lands of John Michael Morro, Lots 55 & 56, Section 4, Barton Glen” as shown on the plan prepared by UTRS, dated February 11, 2026, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated March 23, 2026 and April 1, 2026.
2. The applicant shall provide the Township with a copy of the proposed deed of consolidation, which deed shall be recorded concurrently with the Plan.
3. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
4. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
5. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
6. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.

7. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners' Resolution, otherwise the application is denied.

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: Krisann MacDougall
Title: Assistant Secretary

By: _____
Print Name: Ellen Gnant
Title: President



YOUR GOALS. OUR MISSION.

April 1, 2026

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

**SUBJECT: MORRO LOT COMBINATION – 596 HEARTHSTONE CIRCLE
LOT COMBINATION PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1454, T&M PROJECT NO. POCO-R1410**

Dear Commissioners:

Pursuant to the Township's request, we have performed our second review of the above referenced project. The submitted information consists of the following items.

- Comment response letter prepared by UTRS dated March 24, 2026.
- Monroe County Planning Commission comment letter dated March 24, 2026.
- Consolidation Description prepared by UTRS dated March 12, 2026.
- Lot Closures dated February 24, 2026.
- Deed for Tax ID No. 12.9D.1.44 dated August 23, 2024, RBV 2655 Pg. 6802.
- Deed for Tax ID No. 12.9D.1.43 dated November 5, 2025, RBV 2680 Pg. 4330.
- Draft Joinder Deed.
- Plan entitled "Lot Combination Plan", prepared by UTRS, dated February 11, 2026, last revised March 24, 2026.

BACKGROUND INFORMATION

The Applicant is proposing to combine two (2) existing properties located on the northern side of Hearthstone Circle near the Jackson Township line.

- A. Existing Lot 55 (Parcel ID No. 12.9D.1.44), owned by the applicant, has an area of 0.49 acres and is located within the R-1, Low Density Residential Zoning District. It contains an existing dwelling, driveway, shed, well, and septic area.
- B. Existing Parcel 56 (Parcel ID No. 12.9D.1.43), owned by the applicant, has an area of 0.48 acres and is located within the R-1, Low Density Residential Zoning District. It is vacant but does have an encroaching driveway, shed, fence, and tent from the adjoining property (N/F Duke):

The minimum lot area required within the R-1; Low Density Residential Zoning District is two (2) acres. Both lots are existing non-conforming as their lot areas are each less than two (2) acres. The proposed lot combination will create a new lot having an area of 0.97 acres which reduces the existing lot size non-conformity. Both lots are also non-conforming with respect to the minimum lot width of 200 feet. The proposed combination will create a lot with a width of 175 feet. Additionally, the previously recorded plan required lesser front, rear, and side yards than the current ordinance and these are noted on the plan accordingly. No development is proposed.

Based upon our review of the above information and our previous review letter dated March 23, 2026, we offer the following comments and/or recommendations for your consideration.



ZONING ORDINANCE COMMENTS

1. In accordance with Attachment 2 of the Zoning Ordinance and Section 470-24.C.(4), the well setback is required to be a minimum of 15 feet. *It is noted that the existing well is located approximately 10 feet from the side property line. While this is an existing non-conformity which is not affected by the proposed combination, the existing setback dimension shall be labeled on the plan and the required and existing setbacks noted within the Zoning Table. (Previous Comment 1) The well has now been satisfactorily labeled as being 9.8 feet from the property line. No further action is required.*
2. Per Section 470-31.A., “All accessory buildings shall be required to adhere to the minimum yard dimensions established for the district in which the building is located.” *While the location of the shed is an existing non-conformity, its required and existing setback dimensions shall be noted within the Zoning Table. (Previous Comment 2) The shed has now been satisfactorily labeled as being 1.8 feet from the property line. No further action is required.*

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

- 3.-4. Previous Comments satisfied.

MISCELLANEOUS COMMENTS

5. Previous comment satisfied.
6. A legal description of the combined lots shall be provided for review. *(Previous Comment 6) The latest revision date of the plan referenced within the description shall be added.*
7. Previous Comment satisfied.

All other previous engineering related comments have been satisfactorily addressed.

If you should have any questions, please call me.

Sincerely,

Jon S. Fresslar, P.E., P.L.S.
Township Engineer

JST/arm

cc: Jerrod Belvin, Jim Wagner, Pat Briegel – Pocono Township
Paul Morgan – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Charles P. Gmitter, P.L.S. – UTRS
John Michael Morro – Owner/Applicant (jmorro9193@gmail.com)
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

Tax Id #s: 12.9D.1.43 & 12.9D.1.44

Deed

THIS DEED made this ____ day of _____, in the year two thousand twenty-six (2026).

Between

JOHN MORRO, a/k/a JOHN M. MORRO, a/k/a JOHN MICHAEL MORRO

(hereinafter called the Grantor),

**JOHN M. MORRO, of 596 Hearth Stone Circle, Bartonsville, Pennsylvania
18321**

(hereinafter called the Grantee),

WITNESSETH: **That in consideration of One Dollar (\$1.00) in hand paid, the receipt** whereof is hereby acknowledged, the said **Grantor does** hereby grant and convey to the said **Grantee, his heirs and assigns,**

ALL THOSE CERTAIN lots or pieces of land situate in Pocono Township, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows to wit:

See Exhibit "A" attached hereto and incorporated herewith.

UNDER AND SUBJECT to all conditions, covenants and restrictions as of record.

FURTHER UNDER AND SUBJECT to any and all easements and/or rights of way which may appear in the chain of title.

EXHIBIT "A"

**John Michael Morro
Consolidation Description**

Tax codes 12.9D.1.43 & 12.9D.1.44

All that certain piece or parcel of land situate in the Township of Pocono, County of Monroe and Commonwealth of Pennsylvania, being bounded and described as follows to wit:

BEGINNING at a rebar on the northerly right of way line of Hearthstone Circle, said point also be at the most southerly corner of Lot 55, as shown on a plan entitled "Lot Combination Plan, Lands of John Michael Morro, Lots 55 & 56, Section 4 – Barton Glen", dated February 11, 2026, as prepared by UTRS Civil and Environmental Engineering, and recorded in Monroe County Plot Book ___ Page ___;

Thence by lands now or formerly of Ganesh Persaud (RBV 2463 Pg. 7881), and by lands now or formerly of Bryan Bockhorn (RBV 2643 Pg. 5201), North 22 degrees 40 minutes 00 seconds West, a distance of 266.64 feet to a rebar in line of lands now or formerly of Jackson Township (RBV 2594 Pg. 5208);

Thence by said lands of Jackson Township, North 67 degrees 20 minutes 00 seconds East (passing a rebar at a distance of 85.00 feet) a distance of 175.00 feet to a pinched iron pipe;

Thence by lands now or formerly of Stephen P. Duke (RBV 2633 Pg. 6615), South 22 degrees 40 minutes 00 seconds East, a distance of 228.30 feet to an iron pipe on the said northerly right of way line of Hearthstone Circle;

Thence along said Hearthstone Circle, by a curve to the left with a radius of 459.74 feet, an arc length of 180.30 feet, the chord of which bears South 54 degrees 58 minutes 33 seconds West, a distance of 179.15 feet to the point of beginning.

Containing 0.97 acres, more or less

Being all of: John Michael Morro
RBV 2655 Pg. 6802
Tax ID# 12.9D.1.44

And Being all of: John Morro
RBV 2680 Pg. 4330
Tax ID# 12.9D.1.43

The above parcels shall hereby be joined into one parcel and can not be subdivided, conveyed or sold separately or apart therefrom without prior Township approval.

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

To have and to hold the said property, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, his heirs and/or assigns, to and for the only proper use and behoof of the said Grantee, his heirs and/or assigns forever.

AND the said Grantor **does** hereby covenant and agree to and with the said Grantee that the said Grantor, his heirs and/or assigns, shall and will **SPECIALLY** warrant and forever defend, the hereinabove described premises, with the hereditaments and appurtenances, unto the Grantee, his heirs and/or assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF, the said **Grantor** has hereunto set his hand and seal the day and year first above written.

**Sealed and Delivered
In the presence of**

**John Morro, a/k/a John M. Morro, a/k/a
John Michael Morro** (SEAL)

County of **Monroe** :
: ss.
State of **Pennsylvania** :

On the _____ day of _____, 2026, before me, a notary public in and for the said county and state, personally appeared John Morro, a/k/a John M. Morro, a/k/a John Michael Morro known to me (or satisfactorily proven) to be the person whose name is described to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

Notary Public
My Commission Expires:

The address of the within named Grantee is:

On behalf of the Grantee

Prepared by:
Joseph S. Wiesmeth, Esquire
Joseph S. Wiesmeth
Attorney at Law, P.C.
919 Main Street
Stroudsburg, Pennsylvania 18360

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2026-19

**A RESOLUTION GRANTING CONDITIONAL APPROVAL
OF MEMBERS 1ST FEDERAL CREDIT UNION
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN**

WHEREAS, the Applicant, Members 1st Federal Credit Union, submitted a plan application titled “Members 1st Federal Credit Union Preliminary/Final Land Development Plan” (the “Plan”). The Applicant proposes to construct a 2,991 square foot credit union with an associated three bay drive-thru and parking, and a driveway at Bartonsville Avenue. The property is located in the C Commercial Zoning District and is known as Monroe County Tax ID No. 12.2.1.27; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated October 31, 2025 and April 9, 2026; and

WHEREAS, on February 2, 2026, the Pocono Township Board of Commissioners granted waivers from the following Subdivision and Land Development Ordinance Sections:

1. SALDO Sections 390-29.J.(1)(c) and 390-31.D.(2) – Convenient traffic circulation and parking. Turning movement diagrams shall be provided to demonstrate that the largest truck or emergency vehicle servicing the development can safely and conveniently navigate the proposed roads, drives and parking and loading areas, but in any event for not less than a WB-50 truck. *The applicant shall not be required to provide a template for a WB-50 truck.*
2. SALDO Section 390-43.A(6)(e)[2][a] – Disturbance of Steep Slopes. *The applicant shall be permitted to disturb 3,800 s.f. of steep slopes.*
3. SALDO Section 390-50.D.(5) – The maximum slope of the earthen detention basin embankments shall be four horizontals to one vertical. *The applicant is proposing a slope of 3:1.*
4. SALDO Section 390-55.C.(2)(e) – Parking Islands. *The Applicant shall not be required to plant shade trees in three (3) of the proposed islands.*
5. SALDO Section 390-55.D.(3)(a) – Street Trees. *The applicant is proposing street trees to be more than 15 feet beyond the ultimate right-of-way.*
6. SALDO Section 390-55.F.(3)(e) – Right-of-Way Buffer. *The applicant is permitted to have a reduced right-of-way buffer.*

WHEREAS, the Pocono Township Planning Commission recommended conditional plan approval at its meeting held on April 13, 2026; and

WHEREAS, the Pocono Township Board of Commissioners now desires to take action on this Plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania that the “Members 1st Federal Credit Union Preliminary/Final Land Development Plan” as shown on the preliminary/final land development plan prepared Integrated Consulting, dated October 3, 2025, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated October 31, 2025 and April 9, 2026.
2. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security.
3. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security.
4. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township.
5. Prior to the recording of the Plan, the applicant shall pay all necessary fees associated with the Plan, including but not limited to a fee in lieu of dedicating open space in the amount of \$2,100.00, any outstanding plan account charges, and all professional services fees.
6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
8. The applicant shall meet all conditions of the preliminary/final plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
9. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the application is denied.

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: Krisann MacDougall
Title: Assistant Secretary

By: _____
Print Name: Ellen Gndt
Title: President



YOUR GOALS. OUR MISSION.

April 9, 2026

Pocono Township Planning Commission
205 Old Mill Road
Tannersville, PA 18372

**SUBJECT: MEMBERS FIRST FEDERAL CREDIT UNION AT BARTONSVILLE AVENUE
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN – REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1446, T&M PROJECT NO. POCO-R1250**

Dear Planning Commission Members:

Pursuant to the Township's request, we have performed our second review of the Final Land Development Plan for the Members First Federal Credit Union at Bartonsville Avenue. The submitted information was prepared by Integrated Consulting (unless otherwise noted) and consists of the following items.

- Response letters dated February 4, 2026 and March 26, 2026
- Waiver Request Letter #4 dated January 8, 2026
- DIEBOLD 816™ Audio System Sound Specification dated January 23, 2001
- PA DCNR PNDI Receipt dated July 23, 2025 with clearances
- Pocono Township Capacity Approval Letter & Overload Statement dated January 21, 2026
- Brodhead Creek Regional Authority Sewer Treatment Capacity letter dated February 2, 2026
- Property Deed, Deed Book 2174, Page 8541
- Agreement of Sale dated March 21, 2025
- ALTA Commitment for Title Insurance
- Act 537 Sewage Planning Exemption Approval letter from PADEP, dated February 9, 2026
- Opinion of Probable Construction Costs dated February 4, 2026, revised March 27, 2026
- Easement Closure Reports
- Wetland Investigation prepared by Vortex Environmental, Inc., dated September 30, 2025.
- Fire Company Response dated January 10, 2026
- Erosion and Sediment Control Supporting Calculations dated October 22, 2025, revised April 9, 2026
- Post Construction Stormwater Management Narrative & Calculations with Drainage Area Maps (3 sheets) dated October 3, 2025, revised April 9, 2026
- Erosion and Sedimentation Control Plan (9 sheets) dated October 3, 2025, revised April 9, 2026



- Preliminary/Final Land Development Plan (22 sheets) dated October 3, 2025, revised April 9, 2026

BACKGROUND INFORMATION

The Applicant, Members First Federal Credit Union, is proposing a land development on existing property located on the northeastern corner of the intersection of S.R. 0611 and Bartonsville Avenue.

The existing property has an area of 1.83 acres and is located within the C, Commercial Zoning District. The existing property consists of two (2) existing dwellings with garages, three (3) sheds, and the remains of a previous building foundation. Both dwellings access Bartonsville Avenue. All existing structures are proposed to be demolished and removed.

The proposed land development includes the construction of a 2,991 square foot bank with associated three bay drive-thru and parking. Proposed access is via a paved driveway via Bartonsville Avenue. The proposed development will be served by public water and sanitary sewer. A sidewalk is proposed along Bartonsville Avenue and stormwater management and landscaping will be provided. The proposed limit of disturbance is 1.50 acres.

Per Section 470-20.B.(1), the proposed credit union is a permitted use within the C, Commercial Zoning District.

Based upon our review of the above information and our previous review letter dated October 31, 2025, we offer the following comments and/or recommendations for consideration.

ZONING ORDINANCE COMMENTS

- 1.-2. Comments 1 and 2 satisfied.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

3. In accordance with Sections 390-17.E.(6)(c) and 390-19.F.(6)(c), “the applicant shall be responsible for submission of the plan and all required supporting documentation to the Monroe County Planning Commission, the Monroe County Conservation District, PennDOT, and all other governing agencies”. *Submissions to, correspondence with, and approval from the following outside agencies shall be provided to Pocono Township:*
 - a. *Monroe County Planning Commission (Previous Comment 3.a) A review dated October 31, 2025 was received.*
 - b. *Monroe County Conservation District/Pennsylvania Department of Environmental Protection – NPDES Permit Modification (Previous Comment 3.b) The NPDES Permit Application was deemed complete under letter dated February 6, 2026. A technical review is pending.*
 - c. *Pennsylvania Department of Environmental Protection – Sewage Facilities Planning Module*



Per Section 390-19.J, “the Township shall concurrently make its decision on the sewage facilities planning module, and if approval is granted, the completed sewage planning documents shall be forwarded to the Pennsylvania Department of Environmental Protection. Preliminary plan approval shall be conditional upon Department of Environmental Protection sewage planning approval.”

(Previous Comment 3.c) An Act 537 Sewage Planning Exemption was approved by PADEP under cover letter dated February 9, 2026

- d. ***Pocono Township Sewer – Sewage Planning and Capacity (Previous Comment 3.d) A Capacity Approval Letter dated January 1, 2026 from Pocono Township was received for conveyance of sewage. A Sewer Treatment Capacity letter dated February 2, 2026 from the Brodhead Creek Regional Authority was received for treatment of sewage.***

Outstanding comments of the Sanitary Sewer Engineer shall be addressed to his satisfaction.

- e. ***Brodhead Creek Regional Authority – Water Capacity and Will-Serve (Previous Comment 3.e) This is pending.***
- f. ***Pocono Township Volunteer Fire Company (Previous Comment 3.f) Fire Company comments dated January 10, 2026 were received.***

4.-10. Comments 4 through 10 satisfied.

11. In accordance with Section 390-29.J.(1)(c) and 390-31.D.(2), the plan shall include convenient traffic circulation and parking. Turning movement diagrams shall be provided to demonstrate that the largest truck or emergency vehicle servicing the development can safely and conveniently navigate the proposed roads, drives and parking and loading areas, but in any event for not less than a WB-50 truck. ***A waiver from Section 390-31.D.(2) is requested to not require the WB-50 truck turning template. The request shall also include Section 390-29.J.(1)(c). (From Previous Comment 11) The requested waivers were granted approval by the Board of Commissioners at its meeting held on February 2, 2026.***
12. In accordance with Section 390-29.J.(2), the submission shall include “exterior elevations of any proposed buildings including at least the front and side elevations”. ***(From Previous Comment 12) Architectural building elevations were previously submitted for the Township’s review and comment.***
13. Comment 13 satisfied.
14. In accordance with Sections 390-29.J.(8)(a) and (c), the submission shall include “completed sewage facilities planning module(s) for land development and other required sewage planning documents as required by the Pennsylvania Sewage Facilities Act and PA DEP”. “If service by the Township, a sewer authority or a public utility is proposed, a letter or other written certification from the Township, the authority or the public utility stating that it will provide the necessary sewer service and verifying that its system has adequate capacity to do so.” ***Approvals from Pocono Township and the Pennsylvania Department of Environmental Protection shall be***



provided upon receipt. (Previous Comment 14) Pocono Township and the Brodhead Creek Regional Authority have provided written documentation showing capacity for sewage conveyance and treatment is available. A Sewage Facilities Planning Exemption was approved by PADEP under cover letter dated February 9, 2026.

Any outstanding comments from the Township Sanitary Sewer Engineer shall be addressed to his satisfaction.

15. In accordance with Sections 390-29.J.(10) and 390-51, the submission shall include “confirmation that the soil erosion and sedimentation control plan has been accepted for review by the Monroe County Conservation District”. “All soil erosion and sedimentation control plans shall meet the specifications of the Monroe County Conservation District and PA DEP, and shall comply with Commonwealth of Pennsylvania, Title 25, Chapter 102, Department of Environmental Protection regulations for soil erosion and sedimentation control.” *All submissions to, correspondences with, and permit from the County Conservation District/PADEP shall be provided upon receipt. (From Previous Comment 15) The NPDES Permit Application was deemed complete under letter dated February 6, 2026. A technical review is pending.*
- 16.-17. Comments 16 and 17 satisfied.
18. In accordance with Section 390-32.B.(2), no final plan shall be signed by the Board of Commissioners for recording in the office of the Monroe County Recorder of Deeds until proposed developer's agreements and performance guarantee in accord with § 390-35 and the Pennsylvania Municipalities Planning Code, Act 247 of 1968 as amended, have been accepted by the Board of Commissioners”. *All agreements shall be executed, and financial security posted prior to plan recordation. A construction cost estimate shall be submitted for review. (Previous Comment 18) An Opinion of Probable Construction Costs was provided with this submission and will be reviewed under separate cover.*
19. In accordance with Section 390-43.A.(6)(e)[2][a], “no more than 35% of the original ground cover within any designated steep slope area on the property may be disturbed by grading, filling or other means. At least 65% of the original ground cover must remain undisturbed during the establishment, alteration or maintenance the property.” In addition, and in accordance with Section 390-43.A.(6)(e)[2][e], “the final plan shall be recorded with a steep slope easement. The easement shall be comprised of at least 65% of the total existing area and located within the original boundaries of the steep slope area. Allocation of the easement should be made as evenly as possible throughout the lots to allow each lot adequate room for additional grading, accessory structures, etc.” *Existing steep slopes will be disturbed. A waiver from Section 390-43.A.(6)(e)[2][a] is requested to permit 3,800 square feet, or 64%, of disturbance of the existing steep slope area. A steep slope easement is shown on Sheet 10. (From Previous Comment 19) The requested waiver was granted approval by the Board of Commissioners at its meeting held on February 2, 2026.*
- 20.-27. Comments 20 through 27 satisfied.
28. In accordance with Section 390-50.D.(6), “the maximum slope of the earthen detention basin embankments shall be four horizontal to one vertical”. *The proposed basin side slopes are 3 to 1 and a waiver is required as proposed. (Previous Comment 28) A waiver requested from Section 390-50.D.(6) was granted approval by the Board of Commissioners at its meeting held on*



February 2, 2026.

29. Comment 29 satisfied.
30. In accordance with Section 390-52.A.(1), 390-52.E.(4)(c), all subdivisions and land developments shall be served by an adequate water supply and sewage disposal system; and the developer shall provide evidence documenting said adequacy. *Approvals from the Brodhead Creek Regional Authority, Pocono Township, and the Pennsylvania Department of Environmental Protection shall be received in support of the water and sanitary sewer services. (Previous Comment 30) Pocono Township and the Brodhead Creek Regional Authority have provided written documentation showing capacity for sewage conveyance and treatment is available. A Sewage Facilities Planning Exemption was approved by PADEP under cover letter dated February 9, 2026.*
- Any outstanding comments from the Township Sanitary Sewer Engineer shall be addressed.*
- A will-serve for water service is pending.*
- 31.-37. Comments 31 through 37 satisfied.
38. In accordance with Section 390-55.C.(2)(e), “planting islands shall be a minimum of nine feet by 18 feet in dimension, underlain by soil (not base course material); mounded at no more than a 3:1 slope, nor less than a 5:1 slope; and shall be protected by curbing or bollards. Each planting island shall contain a minimum of one shade tree plus shrubs and/or ground cover sufficient to cover the entire area.” *A waiver from Section 390-55.C.(2)(e) is requested to not require shade trees in all proposed islands. Three (3) islands are proposed and only one (1) includes a shade tree. The second island proposes flag poles creating insufficient space for a shade tree. (Previous Comment 38) The requested waiver was granted approval by the Board of Commissioners at its meeting held on February 2, 2026.*
39. Comment 39 satisfied.
40. In accordance with Section 390-55.D.(3)(a), trees shall be planted a minimum distance of five feet and a maximum distance of 15 feet outside the ultimate right-of-way line. *(New Comment) A waiver from Section 390-55.D.(3)(a) was requested and granted approval by the Board of Commissioners at its meeting held on February 2, 2026.*
- 41.-43. Previous Comments 40 through 42 satisfied.
44. In accordance with Section 390-58.C.(1), “the proposal for common open space, installation of recreation facilities and/or fees shall be offered for review by the Planning Commission and the Pocono Township Park and Recreation Committee”. *Township Plan Note 1 indicates a fee in-lieu-of will be provided. (From Previous Comment 43) The proposed limit of disturbance is 1.50 acres, therefore a fee in the amount of \$2,100 (1.5 acres * \$1,400 per acre) will be required.*
45. Previous Comment 44 satisfied.



STORMWATER MANAGEMENT ORDINANCE COMMENTS

The proposed development is located within the Brodhead-McMichaels Watershed and discharges toward an unnamed tributary to Pocono Creek which has a Chapter 93 Classification of High Quality, Cold Water Fishery with Migratory Fishes (HQ/CWF-MF). The project is also located within the C Stormwater Management District.

46. In accordance with Section 365-8.F, “areas of existing diffused drainage discharge shall be subject to any applicable discharge criteria in the general direction of existing discharge, whether proposed to be concentrated or maintained as diffused drainage areas, except as otherwise provided by this chapter. If diffused drainage discharge is proposed to be concentrated and discharged onto adjacent property, the applicant must document that adequate downstream conveyance facilities exist to safely transport the concentrated discharge, or otherwise prove that no erosion, sedimentation, flooding or other impacts will result from the concentrated discharge.” *Basin 1 will discharge stormwater through an underdrain and concentrated discharge will now be directed toward the adjacent property. No downstream conveyance is proposed and evidence of safe transport of the concentrated discharge has not been submitted. The plan shall be revised for compliance with this Section. (Previous Comment 45) Basin 1 will discharge stormwater toward what appears to be a low spot adjacent to the existing barn located on the adjacent easterly property.*

47.-55. Previous Comments 46 through 54 satisfied.

56. In accordance with Section 365-15.A, “for all regulated earth disturbance activities, erosion and sediment control BMPs shall be designed, implemented, operated, and maintained during the regulated earth disturbance activities (e.g., during construction) to meet the purposes and requirements of this chapter and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law. Various BMPs and their design standards are listed in the Erosion and Sediment Pollution Control Program Manual (E&S Manual3), No. 363-2134-008, as amended and updated”. *All submissions to, correspondences with, and permit from the County Conservation District/PADEP shall be provided upon receipt. (From Previous Comment 55) The NPDES Permit Application was deemed complete under letter dated February 6, 2026. A technical review is pending.*

57.-58. Previous Comments 56 and 57 satisfied.

STORMWATER MANAGEMENT AND STORM SEWER DESIGN COMMENTS

59.-64. Previous Comments 58 through 63 satisfied.

MISCELLANEOUS COMMENTS

65.-80. Previous Comments 64 through 79 satisfied.



We have no further engineering related comments. The above remaining comments shall be addressed to the satisfaction of Pocono Township.

If you should have any questions regarding the above comments, please call me.

Sincerely,

Jon S. Fresslar, P.E., P.L.S.
Township Engineer

JST/meh

cc: Patrick Briegel, Interim Manager – Pocono Township
James Wagner, Interim Manager – Pocono Township
Paul Morgan, Zoning Officer – Pocono Township
Leo DeVito, Esquire. – Township Solicitor
Lisa Pereira, Esquire – Broughal & DeVito, LLP
Patricia A. Adelman, Executrix – Property Owner
Michael Martin, Members 1st Federal Credit Union – Applicant
Terri Delo, Integrated Consulting – Applicant's Engineer
Drew Wagner, P.E., Hydraulic Engineer – Monroe County Conservation District
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

04/06/2026

“I hereby place on the record that I am abstaining from any discussion and vote on the LERTA matter due to a potential and perceived conflict of interest.

In my professional capacity, I maintain client relationships with individuals and/or entities who could reasonably be expected to benefit from a Local Economic Revitalization Tax Assistance (LERTA) program. Although I do not have a direct financial interest in this specific matter, my professional relationships could give rise to an appearance of a conflict under applicable ethical standards, including the Pennsylvania Public Official and Employee Ethics Act.

Accordingly, in order to avoid any actual or perceived conflict of interest and to ensure compliance with applicable law and ethical obligations, I will refrain from participating in deliberations and will abstain from voting on this matter.”



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

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

Roll Call: Ellen Gndt, present; Natasha Leap, present; Mike Velardi, present; Matt Long, present, Charles Keppler, present.

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

Announcements

Open space & Police Cost Recovery Ordinance workshop Wednesday May 13th at 5pm, 205 Old Mill Rd, Tannersville PA 18372

Public Comment

6:02 Allan Burns - regarding party status on rezoning ordinance
6:06 Dawn Eilber – regarding dead trees along Sullivans Trail
6:08 Cheryl Parks – regarding Blasting at Core5
6:13 Jim Pellegrini – regarding Jerrod Belvin leaving the Township
6:15 Guy Doleiden – regarding Blasting at Core5
6:17 Patrice Linuci – regarding MCTI rezoning of 4 lots
6:19 Matt Long – Jerrod Belvin resigned

Hearings

6:20 Ellen Gndt abstained from this hearings matters due to a conflict of interest.

- Matt Long made a motion, seconded by Charles Keppler, to open the hearing to Repeal the LERTA Ordinance in its entirety. All in favor. Motion carried.
- Matt Long made a motion, seconded by Charles Keppler, to close the hearing to Repeal the LERTA Ordinance in its entirety. All in favor. Motion carried.
- Charles Keppler made a motion, seconded by Matt Long, to approve the Ordinance to Repeal the LERTA in its entirety. All in favor. Motion carried.

- 6:23 Ellen Gndt made a motion, seconded by Matt Long, to open the hearing to amend Ordinance 110 Chapter 470 "Zoning to add definitions of "Fowl and Recreation Use, public/non-profit/noncommercial". All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Matt Long, to close the hearing to amend Ordinance 110 Chapter 470 "Zoning to add definitions of "Fowl and Recreation Use, public/non-profit/noncommercial". All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Matt Long, to adopt the amendment of Ordinance 110 Chapter 470 "Zoning to add definitions of "Fowl and Recreation Use, public/non-profit/noncommercial". All in favor. Motion carried.

- 6:26 Ellen Gndt made a motion, seconded by Charles Keppler, to open the hearing to consider for adoption an ordinance amending the Pocono Township Code of Ordinances, Chapter 333 to add Article V which will provide controls for the discharges of wastewaters to the township's sewer system and wastewater treatment plants. All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Charles Keppler, to close the hearing to consider for adoption an ordinance amending the Pocono Township Code of Ordinances, Chapter 333 to add Article V which will provide controls for the discharges of wastewaters to the township's sewer system and wastewater treatment plants. All in favor. Motion carried.
- Charels Keppler made a motion, seconded by Natasha Leap, to approve the Ordinance of amending the Pocono Township Code of Ordinances, Chapter 333 to add Article V which will

provide controls for the discharges of wastewaters to the township's sewer system and wastewater treatment plants. All in favor. Motion carried.

Consent Agenda

- Matt Long made a motion, seconded by Charles Keppler, to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the March 16, 2026 regular meeting of the Board of Commissioners.
 - Financial transactions through April 6, 2026 as presented, including ratification of expenditures in the amount of \$541,636.62 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. All in favor. Motion carried.

NEW BUSINESS

- 6:41 Matt Long made a motion, seconded by Mike Velardi, to approve the Phase 2 CoStream Quote based on T&M's Letter dated 2/18/2026. All in favor. Motion carried.
- 6:42 Matt Long Read all of the TLC Park Pedestrian Bridge Bids and made a motion, seconded by Mike Velardi, to Award of the contract to Manichi Inc. All in favor. Motion carried.
- 6:45 Matt Long made a motion, seconded by Charles Keppler, to table the request to repair/replace Johnson Controls Environmental Engine, as approved in the 2026 Capital Budget, in the amount of \$16,545.36. All in favor. Motion carried.
- 6:46 Mike Velardi made a motion, seconded by Natasha Leap, to approve advertising for the annual township Materials Bids. All in favor. Motion carried.
- 6:47 Mike Velardi made a motion, seconded by Matt Long, to approve the purchase of a 2026 F-250 Super Cab as approved in the 2026 Capital Budget, in the amount of \$71,117.00 (Costars Price). All in favor. Motion carried.
- 6:49 Matt Long made a motion, seconded by Mike Velardi, to waive the fees for Pocono Garden Club for pavilion #1 on 8/12/2026. All in favor. Motion carried.
- 6:51 Matt Long made a motion, seconded by Mike Velardi, to waive the fees for Pocono Mountain West Boys Wrestling on pavilion #2 on 5/3/2026. All in favor. Motion carried.
- 6:53 Charles Keppler made a motion, seconded by Matt Long for discussion purposes, to rescind the Mountainview Park parking fee for the 2026 season. Roll call: Natasha Leap, nay; Mike Velardi, nay; Matt Long, aye; Charles Keppler, aye. Motion fails
- 7:06 Charles Keppler made a motion, seconded by Matt Long, to draft amended zoning map returning 4122 and 4128 Cherry Lane Church Road to R-1 zoning. Roll call: Natasha Leap, nay; Mike Velardi, nay; Matt Long, nay; Charles Keppler, aye. Motion fails
- 7:27 Matt Long made a motion, seconded by Natasha Leap, to Ratify the appointment of James Wagner and Patrick Breigel as acting managers. All in favor. Motion carried.
- 7:27 Matt Long made a motion, seconded by Mike Velardi, to add stipend of \$1000 per week each for the acting manager role to James Wagner and Patrick Breigel to be paid as a separate line item subject to all payroll taxes and pension calculations. All in favor. Motion carried.
- 7:28 Matt Long made a motion, seconded by Mike Velardi, to appoint James Wagner as temporary acting EMC. Roll call: Natasha Leap, nay; Mike Velardi, aye; Matt Long, aye; Charles Keppler, aye. Motion carried.
- 7:29 Natasha Leap made a motion, seconded by Mike Velardi to set the Chief of Police at an annual salary of \$127,920 and for Director of Public works at an annual salary of \$127,036. All in favor. Motion carried.
- 7:31 Natasha Leap made a motion, seconded by Mike Velardi to Authorize the township solicitor to draw up and Benefits the same as the last contract retro to January 5, 2026 set a limit on renewal contracts for 1 year for Chief Jim Wagner and Public Works Director Pat Briegel for 2026. All in favor. Motion carried.

Commissioner Comments

Ellen Gndt – President

Matt Long – Vice-Chairman

Commissioner Comments

Natasha Leap – Commissioner

Mike Velardi – Commissioner

Charles Keppler – Commissioner

7:34 Letter from Eastern Monroe Public Library

Reports

Zoning Report-SFM Consulting –

Public Works – Patrick Briegel 7:35

Police – James Wagner, Chief 7:37

Manager Report – James Wagner & Patrick Briegel

Township Events Report – Erica Tomas 7:38

Township Engineer Report - Jon Tresslar 7:39

Township Solicitor Report - Leo V. DeVito. 7:40

Adjournment –Matt Long made a motion, seconded by Mike Velardi, to adjourn the meeting at 7:41 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Wednesday April 22, 2026

SUMMARY

Ratify

General Fund	\$	12,203.18
Payroll	\$	167,198.19
Sewer Operating	\$	257.46

Bill List

TOTAL General Fund	\$	251,807.73
TOTAL Sewer OPERATING Fund	\$	150,793.07
TOTAL Sewer CONSTRUCTION Fund	\$	22,320.00
TOTAL Capital Reserve Fund	\$	76,871.89
TOTAL EXPENDITURES	\$	681,451.52

Fire Tax Disbursement	\$	85,768.01
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POCONO TOWNSHIP CHECK LISTING Wednesday April 22, 2026

General Fund

Date	TYPE	Vendor	Memo	Amount
03/31/2026	TRANSFER	ADP	PAYROLL 3/30/26 - 4/12/2026	\$ 167,198.19
TOTAL PAYROLL				\$ 167,198.19

General Expenditures

Date	Check	Vendor	Memo	Amount
04/01/2026	3865	ARGS Technology, LLC	Feb 2026 IT Services	5,898.50
04/01/2026	3866	ARGS Technology, LLC	Feb 2026 Police IT Services	4,403.75
04/06/2026	3868	Brodhead Creek Regional Authority	Sewer	247.50
04/06/2026	3869	Pocono Record	Ads	930.18
04/07/2026	3871	O'Malley, Joe	4/11/26 Fishing Derby Entertainment	400.00
04/09/2026	3872	Blue Ridge Communications	Internet	323.25
TOTAL General Fund Bills				\$ 12,203.18

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
04/01/2026	1640	ARGS Technology, LLC	Sewer IT Services Feb 2026	125.00
04/09/2026	1641	BLUE RIDGE COMMUNICATIONS	Phones	132.46
TOTAL Sewer Operating Fund				\$ 257.46

TOTAL General Fund

TOTAL Sewer Operating

TOTAL

\$	12,203.18	Authorized by: _____
\$	257.46	Transferred by: _____
\$	12,460.64	

POCONO TOWNSHIP CHECK LISTING

Wednesday April 22, 2026

General Fund

Date	Check	Vendor	Memo	Amount
04/14/2026	3873	ADP, INC	Payroll Time & Attendance	1,093.12
04/14/2026	3874	American Heritage Life Insurance Company	Supplemental Insurance	572.76
04/14/2026	3875	ARGS Technology, LLC	TWP & Glenwood Hall IT	12,913.14
04/14/2026	3876	Bartonsville Printing	Hometown Hero Banners & Event Banners	480.00
04/14/2026	3877	Best Auto Service & Tire Center	Police vehicle service	448.30
04/14/2026	3878	Broughal & DeVito, L.L.P.	Legal	16,612.34
04/14/2026	3879	Cintas Corp.	Mats, Toiletries, Uniforms	2,127.02
04/14/2026	3880	Cooper Electric	LED Lamp	200.89
04/14/2026	3881	Cyphers Truck Parts	Truck parts	1,478.68
04/14/2026	3882	Deer Country Farm & Lawn, Inc.	Oil Filters & Kit	606.44
04/14/2026	3883	E. M. Kutz, Inc.	Truck 17 Service	350.00
04/14/2026	3884	Eckert, Seamans, Cherin & Mellott, LLC	Legal	3,358.50
04/14/2026	3885	Encore Holdings, LLC dba Kistler O'Brien	Old Mill Rd Inspections	1,647.52
04/14/2026	3886	Fosier & Foster, Inc.	2026 Annual AdmIn Fee Pension Plan	1,600.00
04/14/2026	3887	Gotta Go Potties, Inc.	Event & TLC Park rentals	560.00
04/14/2026	3888	Grant Success Lab	Apr 2026 GS Retainer	4,100.00
04/14/2026	3889	Gross Law Office, LLC	Feb/Mar 2026 Investigative Services	13,565.00
04/14/2026	3890	H. M. Beers, Inc.	Mar 2026 SEO Services	2,600.00
04/14/2026	3891	HUNTER KEYSTONE PETERBILT, L.P.	Lamp for Truck 11	255.60
04/14/2026	3892	J. P. Mascaro & Sons	TWP Dr Waste Apr 2026	457.00
04/14/2026	3893	J. P. Mascaro & Sons	MVP Waste/Recycle 4/1 - 4/9/26	187.80
04/14/2026	3894	Jan-Pro of NEPA	Cleaning Services	2,520.12
04/14/2026	3895	JNK Hydrotest & Extinguisher Supply Co.	Fire Extinguisher Testing	820.50
04/14/2026	3896	Kimball Midwest	Truck parts	213.00
04/14/2026	3897	Lowe's	Park & Road Supplies	356.05
04/14/2026	3898	MAULA, MAURA	Yoga in the Park	85.00
04/14/2026	3899	MRM Workers' Compensation Pooled Trust	Insall 8 of 12	19,249.31
04/14/2026	3900	NEPA Business Technologies LLC	Apr 2026 Phone System Support	98.00
04/14/2026	3901	Night and Day Diesel	Truck 9 Service	600.00
04/14/2026	3902	Panko Reporting	3/31/26 Baxter/Gateway Appearance	235.00
04/14/2026	3903	PMHIC	Health Insurance	76,763.22
04/14/2026	3904	Pocono Mountain COG	2026 PMCOG Membership Fee	350.00
04/14/2026	3905	Portland Contractors, Inc.	Park Maintenance	786.00
04/14/2026	3906	PPL Electric Utilities	Traffic & Street Lights	1,371.71
04/14/2026	3907	Primo Brands BlueTriton Brands, Inc.	MVP Drinking Water	60.98
04/14/2026	3908	Rogers Services, LLC	TLC Park HydroExcavation	2,696.00
04/14/2026	3909	Sarcinello Planning & GIS, LLC	Feb/Mar 2026 Zoning Ord Amend	2,488.40
04/14/2026	3910	SFM Consulting LLC	Zoning & Building Code Services	39,430.35
04/14/2026	3911	Sparkle Car Wash on 248 LLC	Mar 2026 Police Car Washes	15.05
04/14/2026	3912	Staples	Office Supplies	203.25
04/14/2026	3913	State Workers' Insurance Fund	Install 4 of 10 2026	2,343.00
04/14/2026	3914	STTC Service Tire Truck Centers, INC.	Tractor Service	3,989.70
04/14/2026	3915	Suburban Propane	Propane & Gasoline	3,584.37
04/14/2026	3916	Suburban Testing Labs	Mountain View Park Seasonal Bath House	843.00
04/14/2026	3917	Valley Business Systems	Copier Service	3,048.55
04/14/2026	3918	Wilson Products Compressed Gas Co.	Cylinder Rentals	17.00
04/14/2026	3919	Willet, Jason	3/31/26 Mailbox Lettering	50.00

04/14/2026 3920	Medico Construction Equipment Inc.	Parts	523.48
04/14/2026 3921	Nationwide - 457	457 Plan	5,636.47
04/14/2026 3922	MetLife - Non Uni. Pen. Plan	Pension	10,346.84
04/14/2026 3923	US BANK - Lockbox CM9722	Police Pension	7,869.27
TOTAL GENERAL FUND			\$251,807.73

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
04/14/2026 1642	BLUE RIDGE COMMUNICATIONS		Pump Station 5 Phone	66.23
04/14/2026 1643	BRODHEAD CREEK REGIONAL AUTHORITY		Apr 2026 O&M	129,161.75
04/14/2026 1644	BRODHEAD CREEK REGIONAL AUTHORITY		Manko/Gold/Kaicher/Fox Inv 12408-00009-128890	1,436.00
04/14/2026 1645	BROUGHAL & DEVITO, L.L.P.		Legal	701.25
04/14/2026 1646	EEMA O&M Services Group, Inc.		O&M Apr 2026	10,233.13
04/14/2026 1647	Evocqua Water Technologies LLC		PS 5 Bioxide 3/16/26 Delivery	8,188.46
04/14/2026 1648	J.P. Mascaro & Sons		PS 5 Waste Apr 2026	312.25
04/14/2026 1649	SUBURBAN TESTING LABS		Monthly NPDES	657.00
04/14/2026 1650	Verizon		Sewer SCADA System	37.00
TOTAL Sewer Operating Fund			\$150,793.07	

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
04/14/2026 1047	CoSStream		Pocono TWP Wastewater Sys Proj Phase 2	22,320.00
TOTAL Sewer Construction Fund			\$22,320.00	

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
04/14/2026 1167	Fred Beans Ford		Pocono TWP 2026 Ford F-250 1FD7X2BA5TEC74518	71,117.00
04/14/2026 1168	Galls, LLC		Avon C50 Mask; Avon Microphone Assembly	4,479.89
04/14/2026 1169	Kay Park-Rec Corp. Kay Tank		Pedestal Grills for Park	1,275.00
TOTAL Capital Reserve Fund			\$76,871.89	

General Fund	\$ 251,807.73
Sewer Operating	\$ 150,793.07
Sewer Construction Fund	\$ 22,320.00
Capital Reserve	\$ 76,871.89
TOTAL	\$ 501,792.69

Authorized by: _____
 Transferred by: _____



Network engine upgrade for metasys
Quote Prepared by Michael Fahy Jr
11/03/2025



PROPOSAL

Account Information

Bill To: POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE PA
USA 18372

Quote Reference Number: 1-1QSPAY5J

Project Name: Network engine upgrade for metasys

Site: MONROE COUNTY EMS BUILDING
205 OLD MILL RD
TANNERSVILLE PA 18372

Branch Info: JOHNSON CONTROLS WILKES-BARRE PA CB - 0N36

Attn: Jarrod Belvin

Customer Information

Name: Jarrod Belvin

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$16,545.36. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 12/03/2025
POCONO TOWNSHIP

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

JCI proposes to furnish and install a new network engine M4-SNE11002-0, then commission system. While onsite, JCI will correct issue with Parking Lot lighting as well.

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.
4. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 20% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forthcoming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement

YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller

condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on Invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer, JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption

certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to: acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action, Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM/Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants

JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/tech/terms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/general/eula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general/tos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

POCONO TOWNSHIP PARKS & RECREATION Pavilion Rental Request

Mailing Address: 112 Township Dr., Tannersville, PA 18372 • 104 Mountain View Park Lane, Tannersville
Pocono Township: (570) 629-1922 • Park: (570) 629-7324 • poconopa.gov • parksandrec@poconopa.gov

REQUEST TO UTILIZE:

- Pavilion #1 (max. 150 ppl)
- Pavilion #2 (max. 75 ppl)
- Pavilion #3 (max. 200 ppl, includes stage)
- Pavilion #4 (max. 100 ppl)

For Office Use Only

Facility Assigned: _____
 Payment Received: Amount: _____
 Cash \$ _____ Check # _____

Eric Argot 5/14/76 PMSD Picnic
 Name (person responsible) Date of Birth Event Name on Sign

Person Responsible is required to be on-site during the entire event, please bring Pavilion Approval (Permit) and I.D.

PMSD TEC non-profit
 Name and Description of group/organization (league, private party, bus/corp., non-profit, etc.)

1217 Skynew Drive Scotrun Pocono Township
 Physical Address (Street, City, State, Zip) Municipality/Township

Mailing Address (if different from above) (PO Box, City, State, Zip)

5/29/26 (Park Hours 10am-8pm)
 Event Date Event start & end time Expected guests (#)

Eric Argot 570-856-4065 e.argot@pmsd.org
 Contact Name Contact Phone Contact Email

I AGREE TO ADHERE TO THE RULES AND REGULATIONS AS POSTED ON POCONOPA.GOV AND ON THE BACK OF THIS FORM.
 I TAKE FULL RESPONSIBILITY FOR THE ACTIONS OF THE ABOVE GROUP/ ORGANIZATION - INITIAL: _____

[Signature] Teacher 4/7/2026
 Signature Position with org/group Today's Date

Applications will be accepted after January 1st of the rental year

Pocono Township Resident Fees:

Private Party or Non-Profit (in Twsp)

- Mon, Tues, Wed, Thurs - \$50/day (any pavilion)
- Fri, Sat, Sun - \$100/day (any pavilion)

Non-Resident Fees:

Private Party, Corporations, Business, Non-Profit

Monday - Sunday

- Pavilion 2/4 - \$200/day
- Pavilion 1/3 - \$300/day

Pocono Township Representative, Official Signature and Title

Date

4/8/2026

Pocono Township Board of Commissioners
112 Township Drive
Tannersville, PA 18372

Dear Members of the Board,

I am writing to respectfully request a waiver of the pavilion rental usage fee for an upcoming event being organized for students of Tobyhanna Elementary Center, Pocono Mountain School District on Friday, May 29, 2026.

The event is planned as an end-of-year social outing for approximately 80 third-grade students. Its purpose is to provide students with an opportunity to socialize, celebrate their achievements, and enjoy a safe, outdoor recreational experience. During the outing, students will explore the park, utilize available recreational equipment, and gather under the pavilion for lunch and group activities. Teacher chaperones and school staff will be present at all times to ensure proper supervision and safety.

As a non-profit educational institution, we strive to create meaningful experiences for our students while being mindful of financial constraints. Waiving the pavilion rental fee would greatly assist us in making this event accessible and successful for all participants.

We appreciate your consideration of this request and your continued support of educational and community-based activities within Pocono Township. Please feel free to contact me if any additional information is needed.

Thank you for your time and consideration.

Sincerely,



Eric Argot, Grade 3 Teacher
TEC

POCONO TOWNSHIP PARKS & RECREATION Pavilion Rental Request

Mailing Address: 112 Township Dr., Tannersville, PA 18372 • 104 Mountain View Park Lane, Tannersville
Pocono Township: (570)-629-1922 • Park: (570) 629-7324 • poconopa.gov • parksandrec@poconopa.gov

REQUEST TO UTILIZE:

- Pavilion #1 (max. 150 ppl) *to be used for the*
- Pavilion #2 (max. 75 ppl) *on the right of*
- Pavilion #3 (max. 200 ppl, includes stage) *the stage area*
- Pavilion #4 (max. 100 ppl) *when looking from parking lot*

For Office Use Only

Facility Assigned: _____

Payment Received: Amount: _____

Cash \$ _____ Check # _____

Sara Jabbar 4/2/19 CJ20 - MMS
 Name (person responsible) Date of Birth Event Name on Sign

Person Responsible is required to be on-site during the entire event, please bring Pavilion Approval (Permit) and I.D.

CJ20 - special needs class (in E. Sligo but work w/ Pocono Mt Students)
 Name and Description of group/organization (league, private party, bus/corp., non-profit, etc.)

79 W. Conestoga St E Sligo PA 18301 E Sligo Twp
 Physical Address (Street, City, State, Zip) Municipality/Township

 Mailing Address (if different from above) (PO Box, City, State, Zip)

5-22-26 10am - 12:30pm 30
 Event Date Event start & end time (Park Hours 10am-8pm) Expected guests (#)

Sara Jabbar 570 460 2637 SJabbar@CJ20.org
 Contact Name Contact Phone Contact Email

I AGREE TO ADHERE TO THE RULES AND REGULATIONS AS POSTED ON POCONOPA.GOV AND ON THE BACK OF THIS FORM.
 I TAKE FULL RESPONSIBILITY FOR THE ACTIONS OF THE ABOVE GROUP/ ORGANIZATION - INITIAL: _____

Sara Jabbar Teacher 4/7/26
 Signature Position with org/group Today's Date

Applications will be accepted after January 1st of the rental year

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Private Party or Non-Profit (In Twsp)

- Mon, Tues, Wed, Thurs -\$50/day (any pavilion)
- Fri, Sat, Sun - \$100/day (any pavilion)

Non-Resident Fees:

Private Party, Corporations, Business, Non-Profit

Monday - Sunday

- Pavilion 2/4 - \$200/day
- Pavilion 1/3 - \$300/day

 Pocono Township Representative, Official Signature and Title Date

Hi Mr. Long,

I am a Special Ed Teacher with the Colonial Intermediate Unit 20. My classroom is a Multiple Disabilities Support classroom that serves the 4 school districts in Monroe County. I currently have 3 students from the Pocono Mt School district in my classroom. 7 of my 8 students are in wheelchairs and all of them have trouble accessing the community without support and accommodations.

We are hoping to come to Mt View park on may 22nd from 10 - 12:30, to have an End Of The Year picnic for the students and their families. Mt View Park has so many accessible activities my students can take part in. It's a wonderful experience for them. Is it possible to have the fee for the pavilion rental waived? My classroom and personal budgets are limited but this would be such a nice experience for these students and their families.

Thank you so much for your time and consideration!
Sara LaBar

April 13, 2026

To the Planning Board commissioners

Please accept my resignation to the Planning Commission .

It has been my honor to sit on the board. I came in , totally clueless, and quite nervous, I have learned a lot ,how a township is run and ALL the different aspects it involves.

Thank you
Claire Learn

POCONO TOWNSHIP PLAN STATUS
04/22/2026

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'l	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Stedden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	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 Dev't	Preliminary	7/2/2025	Approval Rec. 6/9/25	Approval 7/7/25					
PRD TENTATIVE PLAN APPROVAL													
1388	POCO-R0690	2130154R	The Ridge PRD (Application Rec'd 10/29/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIMINARY APPROVAL - NOT RECORDED													
1341		1730043R	SAPA Pocoson Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 6/17/25				
1313		POCO-R0740	Running Lane Hotel Land Dev. (8/14/17)	Commercial Land Dev't	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		
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Dev't/lot Consolidation	Prelim/Final	9/16/2025	Recommended for Approval 6/9/25	Approved 9/15/25	9/15/2026	9/15/2026	6/15/2026		
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	3/22/2021				
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Dev't	Prelim/Final	3/9/2026	Approval Rec. 10/14/25	Approved 11/3/25	11/3/2026	5/3/2026	8/3/2026		
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		
1392	N/A	2130169R	3101 Route 611 (Joe Ranco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/15/2023				
1398		2230178R	Gross 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 11/3/2026	5/3/2026	8/3/2026		Extension Received 11/3/25
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Dev't	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25	6/16/2026	12/16/2025	3/16/2026		
4442	POCO-R0620	2330209R	GWL Employee Housing (4/10/23)	Land Dev't	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	Erie Development Wawa (10/10/23)	Land Dev't	Prelim/Final	8/12/2025	Conditional Approval 4/8/24	Conditional Approval 5/6/24	Approval Extended to 5/6/2026	11/6/2025	2/6/2026		Extension Rec'd 8/18/25
1423	POCO-R0614	-	Brookstead Apartments (6/13/24)	Land Dev't	Prelim/Final	10/1/2024	Recommended for approval 1/3/25	Approved 2/18/25	Approval Extended to 2/18/27	8/18/2026	11/18/2026		Extension Rec'd 1/20/26
1425	POCO-R0680	-	Brookdale Spa (11/10/25)	Land Dev't	Final	12/4/2025	Recommended for Approval 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
1445	POCO-R1180	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Dev't	Prelim/Final	2/10/2026	Approval Rec. 1/12/26	Approved 2/17/26	2/17/2027	8/17/2026	11/17/2026		

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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	8/18/2026	2/18/2026	5/18/2026		
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		
1450	POCO-R1320	-	Carl E. Stutter Easement Relocation (Hilbilly Ac.) (10/6/25)	Rev. to Agrvd Plan	Final	12/16/2025	N/A	Approved 2/2/26	2/2/2027	8/2/2026	11/2/2026		

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	-	-	Moulian Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
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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				9/28/2024	
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 4/9/2017				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 (06/09/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	

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1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/26/21	Conditional Approval 10/18/21				5/16/24	
1372A	POCO-R0621	-	Camp Lindemere 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	2130144R	CORE 5-Warner Road Warehouse (Final Plan) (1/11/2025)	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				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (05/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/23	
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	2130146R	Evobora 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 Devt	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 approval 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				2/6/24	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/20/22	
1393	POCO-R0625	2230179R	Cherry Lane Devt Partners (Mawa-Tannersville Inn) (8/8)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	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				2/12/25	
1401	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				11/30/23	
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				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/8/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
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				10/31/23	

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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	Younghen 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	9/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/24	
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				10/28/25	
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	-	Senoff Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/1/24	Approved 9/16/24				2/19/2026	
1431	POCO-R0810	-	Iroquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/1/24)	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				11/21/24	
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				12/18/24	
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	

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DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Devt (08/13/13)	Commercial Land Devt	Prelim	unknown date	Recommended Denial 5/24/21	BOC Denied 06/21/21					Appealed
1405	N/A	2030121R	Zitro & Roni Investments	Comm/Res Land Devt	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Denied 06/21/21					
1414	POCO-R0612	2330220R	Blessing (Munz) Subdivision (8/6/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Denied 10/17/22					
			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		163006R	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 NO ACTION TO withdraw appl. rec'd 1/21/2022
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/26/21)	Minor Sub	Final	9/16/2021							LD Application Withdrawn 2/12/24
1388	N/A	2130154R	The Ridge (6/8/22)	Land Devt	Prelim/Final	9/26/2022							Application Withdrawn 8/13/25
1401	POCO-R0630	2330223R	811 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025							Application Withdrawn 5/12/23
1406	N/A	2230193R	Core 5 Steadon Road Warehouse (8/8/22)	Land Devt	Prelim	10/8/2022							Application Withdrawn
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn 4/30/25
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	8/15/2024							Denial Rec. 9/10/25
1439	POCO-R1090	-	Summit Road Solar Array (6/9/25)	Land Devt	Prelim	12/6/2025							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

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Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 RI 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 Boguiskiy 2812 RI 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			
Final Plans Under Consideration												
Preliminary Plans Under Consideration												
1387	POCO-R1030	2130161R	Alaska Pele's - 173 Camelback Road (4/10/23)	Land Devt	Prelim/Final	12/30/2026	12/14/2026	12/21/2026	4/27/2023	4/14/2026		Extension rec'd 10/14/25

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Land Development Waiver Applications Under Consideration												

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Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
Pending BOC Decision												
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	5/29/2026	N/A	5/18/2026	3/11/2025		N/A	Extension to 5/29/26 rec'd 2/24
1446	POCO-R1250	-	Members First Federal CU (10/14/25)	Land Devt	Prelim/Final	5/17/2026	4/13/2026	5/4/2026	10/31/2025		4/13/2026	Extension to 5/17 rec'd 1/13
1453-A	POCO-R1360	-	Mountain Villa Resort (406 Cherry Lane Road) (4/6/26)	Lot Line Adjust.	Final	7/5/2026	N/A	6/15/2026	4/15/2026		N/A	
1454	POCO-R1410	-	596 Hearthstone Circle (Morro) (3/16/26)	Lot Comb.	Final	6/14/2026	N/A	6/1/2026	4/1/2026		N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												