



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

April 6, 2026 | 6:00 p.m.  
205 Old Mill Rd, Tannersville, PA

**Zoom Participation**

<https://us06web.zoom.us/j/85300628948?pwd=AhAbFQ0kj1NPHIFryDAjTWu7Ha8Kva.1>

**Meeting ID:** 853 0062 8948

**Passcode:** 673363

**Open Meeting**

**Pledge of Allegiance**

**Roll Call**

**Announcements –.**

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

**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**

**Hearings**

- Motion to open the hearing to Repeal the LERTA Ordinance in its entirety. **(Possible Action Item)**
- Motion to close the hearing to Repeal the LERTA Ordinance in its entirety. **(Possible Action Item)**
- Motion to \_\_\_\_\_ the Ordinance to Repeal of the LERTA in its entirety. **(Possible Action Item)**
  
- Motion to open the hearing to amend Ordinance 110 Chapter 470 “Zoning to add definitions of “Fowl and Recreation Use, public/non-profit/noncommercial”. **(Possible Action Item)**
- Motion to close the hearing to amend Ordinance 110 Chapter 470 “Zoning to add definitions of “Fowl and Recreation Use, public/non-profit/noncommercial”. **(Possible Action Item)**

- Motion to \_\_\_\_\_ the amendment of Ordinance 110 Chapter 470 "Zoning to add definitions of "Fowl and Recreation Use, public/non-profit/noncommercial". **(Possible Action Item)**
- Motion 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. **(Possible Action Item)**
- Motion 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. **(Possible Action Item)**
- Motion to \_\_\_\_\_ 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. **(Possible Action Item)**

### Resolutions

### Consent Agenda

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

### NEW BUSINESS

- Motion to approve the Phase 2 CoStream Quote based on T&M's Letter dated 2/18/2026. **(Possible Action Item)**
- Reading of the TLC Park Pedestrian Bridge Bids and Motion to Award of the contract. **(Possible Action Item)**
- Motion to repair/replace Johnson Controls Environmental Engine, as approved in the 2026 Capital Budget, in the amount of \$16,545.36. **(Possible Action Item)**
- Motion to approve advertising for the annual township Materials Bids. **(Possible Action Item)**
- Motion 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). **(Possible Action Item)**
- Motion to waive the fees for Pocono Garden Club for pavilion #1 on 8/12/2026 **(Possible Action Item)**
- Motion to waive the fees for Pocono Mountain West Boys Wrestling on pavilion #2 on 5/3/2026 **(Possible Action Item)**
- Motion to schedule Park Board Meeting. **(Possible Action Item)**
- Motion to rescind the Mountainview Park parking fee for the 2026 season. **(Possible Action Item)**
- Motion to draft amended zoning map returning 4122 and 4128 Cherry Lane Church Road to R-1 zoning. **(Possible Action Item)**
- Motion to Ratify the appointment of James Wagner and Patrick Breigel as acting managers. **(Possible Action Item)**
- Motion 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. **(Possible Action Item)**
- Motion to appoint James Wagner as acting EMC. **(Possible Action Item)**
- Motion for solicitor to draw up 2026 renewal contracts for Chief of Police at an annual salary of \$\_\_\_\_\_, and for Director of Public works at an annual salary of \$\_\_\_\_\_. Benefits the same as the last contract through first meeting of January 2028 and retro to January 1, 2026. **(Possible Action Item)**

- Motion to discuss Manager's Ordinance and authorize solicitor to draft same. ***(Potential Action Item)***

***Personnel***

**Report of the President**

**Ellen Gndt** - Chair

**Matt Long** – Vice-Chairman

**Commissioner Comments**

**Mike Velardi** – Commissioner

**Natasha Leap** – Commissioner

**Charles Keppler** – Commissioner  
Letter from Eastern Monroe Public Library

**Reports**

**Township Manager's Report** – James Wagner & Patrick Briegel

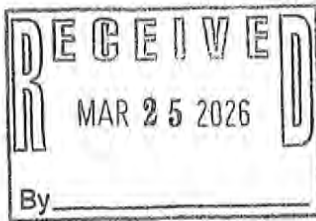
**Public Works/Sewer Report** – Patrick Briegel

**Pocono Township Events**

**Township Engineer Report** – T&M Associates

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

**Adjournment**



USA TODAY CO.



PO Box 630531 Cincinnati, OH 45263-0531

**AFFIDAVIT OF PUBLICATION**

Lisa Pereira  
Pocono Township Board  
of Commissioners  
205 Old Mill Road, # 2  
Tannersville PA 18372

STATE OF PENNSYLVANIA, COUNTY OF MONROE

The Pocono Record, a newspaper printed and published in the city of Stroudsburg, and of general circulation in the County of Monroe, State of Pennsylvania, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/20/2026

and that the fees charged are legal.  
Sworn to and subscribed before on 03/20/2026

\_\_\_\_\_  
Legal Clerk

\_\_\_\_\_  
Notary, State of WI, County of Brown  
E.P. 28

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**LEGAL NOTICE**  
NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 6th day of April, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372 (the "Municipal Building"), an Ordinance amending the Pocono Township Code of Ordinances, Part II General Legislation; Chapter 298 Taxation by repealing in its entirety Article VII, the Pocono Township Local Economic Revitalization Tax Assistance ("LERTA") Ordinance. Copies of the proposed Ordinance are available for review at the Municipal Building, during normal business hours.

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

KONGMENG YANG  
Notary Public  
State of Wisconsin



## LEGAL NOTICE

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

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026 -04**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY,  
PENNSYLVANIA AMENDING CHAPTER 398 TAXATION OF THE CODE OF  
ORDINANCES REPEALING IN ITS ENTIRETY, ARTICLE VII LOCAL ECONOMIC  
REVITALIZATION TAX ASSISTANCE (“LERTA”)**

*WHEREAS*, the Pocono Township Board of Commissioners (“BOC”) held a public hearing on January 6, 2025, to determine the Township’s boundaries of designated areas of deteriorated properties and to adopt Ordinance 2025-03, the Pocono Township Local Economic Revitalization Tax Assistance Ordinance (the “LERTA Ordinance”); and

*WHEREAS*, the LERTA Ordinance was codified in the Pocono Township Code of Ordinances, Chapter 398 *Taxation*; by adding a new Article VII *LERTA* §§ 398-66 – 398-73.

*WHEREAS*, the BOC now wishes to repeal the LERTA Ordinance.

**NOW THEREFORE**, be it enacted and ordained by the Township Board of Commissioners of, and the same is hereby ordained and enacted as follows, to wit:

**SECTION 1.** The Pocono Township Code of Ordinances Chapter 398 *Taxation*; is hereby amended by repealing in its entirety, Article VII *LERTA*, containing the LERTA Ordinance, §§ 398-66 – 398-73.

**SECTION 2. SEVERABILITY.** If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this Ordinance shall continue to be separately and fully effective.

**SECTION 3. REPEALER.** All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

**SECTION 4. 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.

**[SIGNATURE PAGE FOLLOWS]**

**ENACTED AND ADOPTED** by the Board of Commissioners this 6<sup>th</sup> day of April, 2026.

**ATTEST:**

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

\_\_\_\_\_  
**Krisann MacDougall**  
*Township Asst. Secretary*

\_\_\_\_\_  
**ELLEN GNANDT**  
*President, Board of Commissioners*

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026 -05**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY,  
PENNSYLVANIA, AMENDING THE CODE OF  
ORDINANCES OF POCONO TOWNSHIP, CHAPTER 470, ZONING AND REPEALING  
ALL ORDINANCES AND PARTS OF ORDINANCES INCONSISTENT HEREWITH.**

*WHEREAS*, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, under the powers vested in them by the "First Class Township Code" of Pennsylvania, as well as the laws of the Commonwealth of Pennsylvania, do enact and hereby ordain the following amendment to the Code of Ordinances of Pocono Township.

**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:

**"FOWL**

A bird of the order *Galliformes* that is kept for its eggs and flesh; a rooster or hen. Fowl are included in the definition of Animal, Domestic.

**RECREATION USE, PUBLIC/NON-PROFIT/NON-COMMERCIAL**

A recreational use which is operated by a municipal, governmental or non-Profit organization and is open to the public for the purpose of recreation, including but not limited to, municipal, state, or federal parks, state game lands, open space, nature preserves, wildlife preserves, and other similar recreational uses as determined by the Zoning Officer."

**SECTION II.** Chapter 470 *Zoning*; Article V *Supplementary Regulations*; § 470-53 *Customary Accessory uses* is deleted in its entirety and replaced as follows:

**"§ 470-53 Customary accessory uses.**

Includes uses customarily accessory to the principal use of a lot permitted in the district and essential services provided by public utilities. Accessory uses which are customarily subordinate to the principal use of a lot or a building located on the same lot and which serve a purpose customarily incidental to the use of the principal dwelling or lot shall be permitted in each district. Such uses include home gardening, but not the keeping of livestock, unless the livestock, are accessory uses to a permitted or nonconforming agricultural use, private garages or parking areas, signs, off-street parking and loading, temporary tract offices, unoccupied travel trailers and buildings and other uses customarily appurtenant to other permitted, special exception or conditional uses. Keeping of fowl shall be permitted as an accessory use to single-family detached dwellings. Domestic animals kept as pets shall be permitted when such animals

are owned by the occupants of the property in which they are kept and the animals are kept in accordance with public health, safety, welfare and nuisance regulations based upon the types of animals and the manner in which they are kept.”

**SECTION III.** Chapter 470 *Zoning*; Article V *Supplementary Regulations*; hereby amended by adding the following:

**“§ 470-88 Keeping of Fowl.**

**A. Purposes**

(1) To allow homeowners to responsibly keep fowl primarily for fresh eggs, in a regulated and controlled manner. To provide clear standards that residents can follow, improving compliance and neighborhood harmony.

**B. Conditions and Requirements.**

(1) The keeping of up to two fowl shall be permitted on lot with a minimum lot area of 10,000 square feet. One additional fowl may be kept for each additional lot area of 5,000 square feet. Fowl shall in all cases be confined to the property of the owner of the fowl.

(2) The keeping of roosters shall be permitted on a lot with a minimum lot area of 5 acres.

**C. Sanitation and Nuisance Controls**

(1) Property owners must maintain sanitary conditions and prevent noxious odors.

(2) Property owners must properly dispose of waste in accordance with an approved Manure Management Plan by the Pennsylvania Department of Environmental Protection in accord with the Commonwealth’s Clean Streams Law.

(3) Feed must be securely stored to prevent rodent infestations.”

**§ 470-89 Recreation Use, Public/Non-Profit/Non-Commercial.”**

**SECTION IV.** Chapter 470 *Zoning*; *Attachment I – Use Schedule* is hereby amended by adding the following:

“

<b>Use</b>	<b>R-1</b>	<b>R-2</b>	<b>RD</b>	<b>C</b>	<b>I</b>	<b>CD</b>	<b>EP</b>
Recreation Use, Public/Non-Profit/Non-Commercial	CU	CU	CU	CU	CU	CU	CU
Keeping of Fowl (as an accessory use to single-family, detached dwellings)	P	P	P	P	P	P	P

”

**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**

\_\_\_\_\_  
**Krisann MacDougall**  
*Township Asst. Secretary*

\_\_\_\_\_  
**Ellen Gnant**  
*President, Board of Commissioners*

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Pocono Township  
38 West Market Street  
Bethlehem, PA 18018

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## AFFIDAVIT OF PUBLICATION

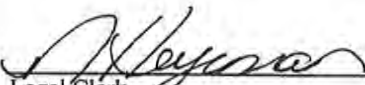
Lisa Pereira  
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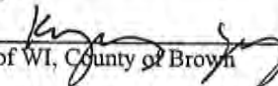
STATE OF PENNSYLVANIA, COUNTY OF MONROE

The Pocono Record, a newspaper printed and published in the city of Stroudsburg, and of general circulation in the County of Monroe, State of Pennsylvania, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/27/2026

and that the fees charged are legal.  
Sworn to and subscribed before on 03/27/2026

  
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Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9-3-29

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38 West Market Street  
Bethlehem, PA 18018

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026-06**

**AN ORDINANCE AMENDING CHAPTER 333 OF THE POCONO TOWNSHIP CODE OF ORDINANCES, TO ADD ARTICLE V WHICH WILL PROVIDE CONTROLS FOR THE DISCHARGES OF WASTEWATERS TO THE TOWNSHIP'S SEWER SYSTEM AND WASTEWATER TREATMENT PLANT CONTAINING FATS, OILS AND GREASES**

**WHEREAS**, the First Class Township Code authorizes the Board of Commissioner to make and adopt Ordinances that are consistent with the Constitution and the laws of the Commonwealth that it deems necessary for the proper management and control of the Township and the health, safety and general welfare of the Township and its citizens; and

**WHEREAS**, the Board of Commissioners desires to control the discharge of certain wastewaters to the Township's sewer system.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners for Pocono Township, as follows:

**SECTION 1.** The Pocono Township Code of Ordinances is hereby amended by adding Article V to Chapter 333 entitled "Fats, Oils and Greases Control Program" to read as follows:

**"Article V  
Fats, Oils and Greases Control Program**

- §333-43. Definitions.
- §333-44. Prohibitions.
- §333-45. Applicability.
- §333-46. Requirements for grease interceptors.
- §333-47. Under-the-sink grease traps/interior active interceptors.
- §333-48. Grease interceptor maintenance and hauling.
- §333-49. Facility closure.
- §333-50. Monitoring; inspection and entry.
- §333-51. Administration and fees.
- §333-52. Violations and penalties.

**§333-43. DEFINITIONS.**

Unless the context specifically and clearly indicates otherwise, the meaning of the terms used in this Article shall be as follows below. Any definitions, abbreviations and acronyms used in this Article but not specifically defined below shall be the same as or in addition to those found in this Chapter.

- (a) AUTHORIZED AGENT - A certified sewage enforcement officer, code enforcement officer, professional engineer, plumbing inspector, health administrator, health officer, or any other qualified or licensed person who is delegated by the Township to carry out the provisions of this Article.
- (b) BEST MANAGEMENT PRACTICE - Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of fats, oils and greases to the sewer system.
- (c) BUILDING SEWER - A pipe that conveys wastewater from the premises of a User to the point of connection with the Township sewer system which could be a lateral or sewer main.
- (d) TOWNSHIP - Pocono Township, Monroe County, Pennsylvania.
- (e) COMMISSIONERS - Board of Commissioners of Pocono Township, Monroe County, Pennsylvania.
- (f) COMMERCIAL ESTABLISHMENT - Any room, group of rooms, building or enclosure used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article or service or used or intended for use for any social, amusement, religious, educational, charitable or public purpose.
- (g) COMMERCIAL DISCHARGE - A discharge from a Commercial Establishment.
- (h) COMMERCIAL DISCHARGER OR USER - A source of a Commercial Discharge.
- (i) DISCHARGE - The introduction of wastewater into the Township's sewer system.
- (j) DISPOSAL - The discharge, deposit, injection, dumping, spilling, leaking or placing of any waste including solid or semisolid grease interceptor waste into or on any land or water so that such wastewater or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.
- (k) DISPOSAL FACILITY OPERATOR - An individual who is authorized to accept or reject waste at a disposal site, and who is authorized to sign a manifest.
- (l) DISPOSAL SITE - A permitted site or part of a site at which waste, including grease interceptor waste is processed, treated and/or intentionally placed into or on any land in a manner compliant with all applicable federal, state, and local regulation.
- (m) EMULSIFIERS AND/OR DE-EMULSIFIERS - Any substance or substances which, when added or placed into a grease interceptor, will transform an oily substance into a milky fluid in which the fat globules are in a very finely divided state and are held in suspension, giving it the semblance of a solution.
- (n) EXISTING FACILITY - Any building, structure or installation from which there is or may be a discharge of wastewater, the construction of which started before the adoption of this Article.
- (o) FATS, OILS AND GREASES (FOG) - Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures

established in the Guidelines Establishing Test Procedures for the Analysis of Pollutants (40 CFR Part 136), as may be amended from time to time. All are sometimes referred to herein as “grease” or “oil and grease”.

(p) **FOOD COURTS** - Areas predominantly found in shopping centers or festivals where several food preparation establishments having different owners may be sharing seating space and/or plumbing facilities.

(q) **FOOD SERVICE ESTABLISHMENT** - Those commercial establishments primarily engaged in activities of preparing, serving, or otherwise making food available for retail sale and consumption by the public such as restaurants, commercial kitchens or caterers, and those portions of the following facilities engaged in similar activities: hotels, schools, colleges, fraternities, churches, social halls, hospitals, prisons, correctional facilities, retirement facilities, and care institutions. These establishments use one or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing or any new or existing facility which has a local, state and/or federal food service permit. This definition also includes food handling facilities which may not cook but generate FOG as a waste product as part of their operations. All are sometimes referred to herein as “facility” or “facilities”.

(r) **GRAB SAMPLE** - A sample that is taken from a wastestream on a one-time basis, with no regard to the flow in the wastestream, taken over a period of time not to exceed fifteen (15) minutes.

(s) **GARBAGE GRINDER** - A device that shreds or grinds up solids or semisolid waste materials into smaller portions for discharge in the sewer system, including a food scrap disposal system.

(t) **GENERATOR** - A new or existing facility that causes, creates, generates, stores or otherwise produces wastewater from on-site process operations, whether domestically or commercially generated. The generator is responsible for assuring that the produced wastewater is disposed of in accordance with all federal, state and local disposal regulations.

(u) **GREASE INTERCEPTOR** - A water-tight receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect and restrict the passage of grease into the sewer system to which the receptacle is directly or indirectly connected, and to separate and retain grease from the wastewater discharged. Grease interceptors are generally required to be located underground between the food service establishment and the connection to the sewer system.

(v) **GREASE INTERCEPTOR MINIMUM DESIGN CAPABILITY** - The design features of a grease interceptor having the ability or volume required to effectively intercept and retain FOG from wastewaters discharged to the sewer system in compliance with this Article.

(w) **GREASE INTERCEPTOR WASTE** - Any grease or organic or inorganic solid or semisolid waste collected and intercepted by a grease interceptor, usually in layers of

floatable, suspended and settleable substances, which are ultimately removed from a grease interceptor for proper disposal. All are sometimes referred to herein as "waste".

(x) GREASE TRAP - A grease control device that is used to serve individual fixtures located inside the food service establishment.

(y) INSPECTION PORT - Openings with easily opened covers, designed to allow authorized agents quick access to the inlet flow-control device, each compartment of the grease interceptor, and the effluent.

(z) INTERFERENCE - A wastewater discharge which, alone or in conjunction with a wastewater discharge or wastewater discharges from other sources, both:

(1) Inhibits or disrupts the function of the sewer system or treatment plant including but not limited to causing or contributing to reduced pumping capabilities, blockages or sanitary sewer overflows or inhibits or disrupts the operation of the treatment plant including but not limited to the plant equipment, treatment process units, or its sludge process units, sludge use or disposal; or

(2) Therefore is a cause of a violation of any requirement of the treatment plant's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act ("SWDA") (including Title II, more commonly referred to as Resource Conservation and Recovery Act ("RCRA"), and including State Regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substance Control Act, and the Marine Protection, Research and Sanctuaries Act.

(aa) LATERAL - The pipe, extending from the main sewer (located in a utility right-of-way or municipally dedicated thoroughfare) to the street face of the curb line (or right-of-way boundary line if there is no curb line), that connects to the building sewer.

(bb) LIVING QUARTERS - A new or existing facility, or an area of a new or existing facility, where a person or family has a distinct living area, which includes individual kitchen and bath facilities, utilized solely by that single person or family.

(cc) MANAGER - The person, regardless of actual title, immediately on site at a location, conducting, supervising, managing, or representing the activities of a generator or a transporter.

(dd) MANIFEST - The written, multi-part form used as documentation and required to be in the possession of the generator, transporter and disposal site to document the generation, receipt, transportation and disposal of grease interceptor waste at a permitted or registered disposal site, and specifying the identity of the generator, transporter and disposal facility operator and the volume of grease interceptor waste disposed.

- (ee) **MONITORING PORT** - An inspection port large enough to allow temporary installation of monitoring devices such as samplers, strip recorders, flow meters, or other such measuring and/or monitoring devices.
- (ff) **NEW FACILITY** - Any new building, structure, facility or installation from which there is (or may be) discharge of wastewater, the construction of which commenced after the adoption of this Article, provided that:
- (1) The building, structure, facility or installation is constructed at a site at which no other wastewater source is located;
  - (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of wastewater at the site;
  - (3) The production processes or wastewater-generating processes of the building, structure, facility or installation are substantially independent of an existing wastewater source at the same site. In determining whether these are substantially independent factors, such as the extent to which the new facility is integrated with the existing facility and the extent to which the new facility is engaged in the same general type of activity as the existing wastewater source, should be considered; or
  - (4) Any remodeling or modification that replaces the process or production equipment that causes the discharge of wastewater at the site.
  - (5) Construction on a site at which an existing wastewater source is located results in a modification rather than a new wastewater source if the construction does not create a new building, structure, facility or installation meeting the criteria of (2) or (3) above, but otherwise alters, replaces or adds to existing process or production equipment.
  - (6) Construction of a new wastewater source as defined under this definition has commenced if the owner or operator has begun or caused to begin, as part of a continuous on-site construction program, any placement, assembly or installation of facilities or equipment, or significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or
- (gg) **NPDES** - National Pollutant Discharge Elimination System as administered by the Pennsylvania Department of Environmental Protection (“PaDEP”).
- (hh) **OWNER** - Any person vested with ownership, legal or equitable, sole or partial, of any property located in the Township.
- (ii) **PERMITTEE** - Any person or food service establishment or facility issued a permit under this Article, including any agent, employee or authorized person of the permittee.
- (jj) **PERSON** - Any individual, partnership, company, association, corporation or other group or entity.
- (kk) **REASONABLE HOURS** - Any time during which a facility is open for business to the public. It shall also include those times when a facility is closed to the public when a

manager, employees and/or contractors are present at the facility and involved in cleanup or food preparation or any other business activity.

(ll) SEWER SYSTEM - The sanitary sewer system owned by Pocono Township, including mains, interceptors, pumping stations, force mains, and other related wastewater facilities and/or appurtenances.

(mm) SHOPPING CENTER - A group of architecturally unified commercial establishments built on a site that is planned, developed, owned and managed as an operation unit for sale or lease, with on-site parking in definite relationship to the types and sizes of stores at the site.

(nn) TRANSPORTER - A User who transfers grease interceptor waste from the site of a generator to an approved disposal site. The transporter is responsible for assuring that all federal, state and local regulations are followed regarding wastewater transport.

(oo) TREATMENT PLANT – referring to the Brodhead Creek Regional Authority Wastewater Treatment Plant, which receives wastewater from the sewer system.

(pp) TWENTY-FIVE-PERCENT RULE – A widely accepted Best Management Practice which requires that a grease interceptor must be pumped out if the depth of scum and solids in the interceptor exceeds 25% of the usable volume.

(qq) USER - Any person or food service establishment or facility who utilizes the services of the Township's sewer system.

(rr) UNDER-THE-SINK GREASE TRAP - A device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to separate, intercept or hold grease waste to prevent its entry into the sewer system.

(ss) WASTEWATER - The liquid and water-carried industrial wastes and/or domestic sewage from dwellings, commercial buildings, industrial facilities, or institutions, whether treated or untreated, which are contributed into or permitted to enter the sewer system.

#### **§333-44. PROHIBITIONS.**

The following prohibitions shall apply:

(a) Discharges of solid or viscous pollutants in amounts which will cause obstruction to the flow in the sewer system or at the treatment plant resulting in interference shall be prohibited.

(b) Discharges of petroleum, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.

(c) Fats, oils, and greases shall not exceed limits established by the Township Rules and Regulations or Brodhead Creek Regional Authority (“BCRA”), whichever is more restrictive.

(d) Where fats, oils and greases are a by-product of food preparation and/or cleanup, reasonable efforts shall be made to separate these wastes into a separate container for proper recycling or disposal. Except as contained in by-products of food preparation and/or cleanup, waste fats, oils and greases shall not be discharged to any drains or grease interceptors. Such waste shall be placed in a container designed to hold such waste and either recycled or disposed of at suitable sites.

(e) None of the following agents shall be placed directly into a grease interceptor, grease trap or into any drain that leads to the grease interceptor:

- (1) Emulsifiers, de-emulsifiers: surface active agents, enzymes, degreasers or any type of product that will liquefy grease interceptor wastes.
- (2) Any substance that may cause excessive foaming in the sewer system or at the treatment plant.
- (3) Any substance capable of passing the solid or semisolid contents of the grease interceptor to the sewer system.
- (4) Any substance which can cause or contribute to pass through or interference in the sewer system or treatment plant or any substance prohibited in Chapter 333 of the Township Ordinance.
- (5) Use of grease interceptor treatment products, including bacteria, designed to digest grease, is specifically prohibited without prior written consent of the Township.
- (6) The influent to grease interceptors shall not exceed 140° F. The temperature at the flow control device inspection port shall be considered equivalent to the temperature of the influent.
- (7) Toilets, urinals and other similar sanitary fixtures shall not discharge through a grease interceptor.
- (8) All waste shall only enter the grease interceptor through the inlet flow control device, then the inlet pipe.

**§333-45. APPLICABILITY.**

(a) Wastewater that contains fats, oils or greases may be discharged into the sewer system only under the conditions of this Article. The following facilities shall discharge all wastewater from sinks, drains and any other plumbing fixtures through which grease may be discharged into an adequately sized (as determined and documented by a licensed plumber or engineer), appropriately located, properly maintained and functioning grease interceptor before the wastewater enters the sewer system:

- (1) All commercial food service establishments;
- (2) All food courts;
- (3) All other generators discharging grease in amounts that, in the opinion of an authorized agent, will, alone or in concert with other substances from the discharges of other facilities, have a reasonable chance to cause interference in the sewer system or at the treatment plant.

(b) All areas of intensified dwelling, including but not limited to adult day-care facilities, assisted living facilities, convalescent homes, day nursing and child-care facilities, in which food preparation occurs, homes for the mentally challenged, hotels, maternity homes, motels in which there is a commercial food preparation service, nursing homes, retirement and life care communities and homes, and truck stops with commercial food service, shall be required to have grease interceptors.

(c) Grease interceptors shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless an authorized agent determines there are discharges from the property that may cause interference in the sewer system or at the treatment plant.

(d) An existing facility shall be required, in accordance with a written schedule provided by the Township, to install a new, approved, adequately sized, appropriately located and properly operated and maintained grease interceptor when any of the following conditions exists:

(1) The facility meets the applicability definition described in Section 333-43 of this Article.

(2) It is found by an authorized agent that a facility is contributing grease in quantities sufficient to cause interference in the sewer system (or at the treatment plant) or necessitate increased maintenance on the sewer system in order to keep interferences from occurring.

(3) A facility is remodeling the food preparation or kitchen waste plumbing facilities in such a manner that subject the facility to the requirements of this Chapter.

(4) A facility's grease interceptor allows a discharge of oil and grease in excess of the numeric limits described in this Article.

(5) A facility which is required by this or other applicable Articles to maintain grease interceptors but is equipped with an undersized grease interceptor as determined by the Township.

(e) New facilities required by this or other applicable Articles to maintain a grease interceptor shall install such a unit prior to commencement of discharge to the sewer system.

**§333-46. REQUIREMENTS FOR GREASE INTERCEPTORS.**

(a) All new and existing facilities, both commercial and industrial, dealing with grease shall, at the User's expense and as required by the Township:

(1) Provide an adequately sized, and properly constructed and located grease interceptor, as determined and documented by a licensed plumber or engineer.

(2) Maintain copies of best management practice, inspection and/or service logs and hauler manifests on the premises of the existing facility for at least three years.

(3) Generators are responsible for maintaining grease interceptors in continuous proper working condition. Further, generators are responsible for regularly inspecting, cleaning, repairing, replacing or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptors and compliance with discharge limitations at all times.

(4) Allow inspection of the facility and records by authorized agents during reasonable hours.

(b) Grease interceptor sizing and design criteria.

(1) Size, type and location of grease interceptors shall be in accordance with the manufacturer's instructions and the requirements of the Township.

(2) Applicability: These requirements are applicable to all commercial food service establishments, including those that are undergoing:

- (i) New construction;
- (ii) Interior remodeling to accommodate expansion or operational modification;
- (iii) Changes of ownership/occupancy; or
- (iv) Existing facilities that may be experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge prohibitions.

(3) Sizing requirements. Sizing methods described herein are intended as guidance in determining grease interceptor sizes that will afford the Township's sewer system a minimum degree of protection against grease and other obstructing materials. In approving a customer's plumbing or grease interceptor design, the Township does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under this Article. It is the responsibility of the generator to ensure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations. Minimum acceptable grease interceptor sizing shall be accomplished as follows unless otherwise approved by the Township:

- (i) Sizing according to formulas described below.
- (ii) Under no circumstances should exterior grease interceptors less than 750 gallons be utilized. Where sizing formulas result in determination of a grease interceptor less than 750 gallons in capacity, this minimum size is required.
- (iii) If determined necessary by the Township, in the circumstances of "single service kitchens" with no food preparation (heat/service only) and which use only paper service items, a minimum of fifty-gallons-per-minute (gpm) flow-rated or one-hundred-pound-grease-retention mechanical grease interceptors may be used. In these instances, the grease interceptors is to be installed in an area separate from the food-handling area, and the grease interceptor must be readily accessible for cleaning and maintenance.

(4) Grease interceptor sizing formulas. It is the responsibility of the generator to ensure that his wastewater discharge is in compliance with the Township's discharge limitations as outlined in this Chapter. For the purpose of plan review, a general assessment of grease interceptor design and size will be performed using the following formulas which are recommended by the United States Environmental Protection Agency (EPA) for grease interceptor sizing.

- (i) Method 1: EPA grease interceptor sizing formula taken from Chapter 8 of EPA's October 1980 Design Manual: On-site Wastewater Treatment and Disposal System; Document No. EPA 625/1-80-012.
- (ii) Method 2: Uniform Plumbing Code, a copy of which can be obtained from the Township.

(iii) Method 3: Alternate sizing formulas/proposals. Facilities that propose the use of alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements must submit formulas and other bases to support proposed grease interceptor size/installation. Submission should also provide documentation of the ability to meet effluent quality requirements. This proposal must be signed by a licensed plumbing contractor or professional engineer licensed in the State of Pennsylvania.

(5) Construction/installation: Unless otherwise approved by the Township, all permitting, construction and inspection activities must be completed in accordance with the current applicable plumbing codes. Additionally, the following specifications must be incorporated into grease interceptor design:

(i) The grease interceptor shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series. If two-chambered, the dividing wall must extend to within one foot of the bottom of the tank and within two inches of the top and be securely fastened to both sides.

(ii) There must be inlet and outlet tees installed, made of schedule 40 PVC or other noncarbon steel and noncorroding material such as concrete. The inlet tee should extend down approximately 1/3 the depth of the grease interceptor from the top and the outlet tee should be located 12 to 18 inches off of the bottom of the grease interceptor. Inability to visually inspect tees during cleanout of the interceptor will require entry into the interceptor at least once every five years or more frequently as deemed necessary by the Township.

(iii) Grease interceptors are to be installed at a minimum distance of 10 feet from sinks to allow for adequate cooling of wastewater. Water temperatures must be less than 140° F. prior to entering the grease interceptor.

(iv) Grease-bearing waste streams should be routed through an appropriate grease interceptor, including: three-compartment sinks, pot/pan sinks, soup kettles, hand-washing sinks, mop sinks and floor drains. Drains that receive "clear water" only as determined by the Township, including but not limited to water from ice machines, condensate from coils and drink stations, may be plumbed to the sewer system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.

(v) All exterior or recessed grease interceptors are to be installed with an effluent sampling chamber.

(c) Any User responsible for discharges requiring a grease interceptor shall, at his own expense and as required by the Township, provide plans and specifications for equipment and facilities of a design type and design as described herein for approval by the Township. The grease interceptor must be in compliance with the current applicable plumbing codes. The person shall locate the grease interceptor in a manner that provides easy accessibility for cleaning and

inspection and maintain the grease interceptor in effective operating condition. The Township's authorized agent shall inspect the grease interceptor during construction and upon completion. All interested parties shall make a final inspection before any service connections are made.

(d) Construction of items listed herein in accordance herewith or in accordance to the Township's specifications shall not constitute a defense to unlawful discharge and shall not limit the generator's liability for any additional charges stated in this Article.

(e) If the Township's authorized agent determines that there is a need for installation or upgrading of sample ports or grease interceptors on an existing facility, the Township may order installation or upgrading of such interceptors. If the Township orders such installation, then the Township shall serve notice of such order upon the generator. Within ten days of receipt of such order, the generator may demand a meeting to review such order, in which case the Township shall schedule a meeting to review such order within a reasonable time from receipt the demand for review from the generator. If a meeting to review the order is scheduled, the Township shall serve notice of the meeting to review such order upon the generator at least ten days before the date of such meeting. At the meeting to review the order, the generator may present evidence and the Township may make new findings and issue new orders concerning the subject of the original meeting. After receiving notice of the order to install or upgrade ports or grease interceptor on an existing facility, it shall be unlawful for a generator to allow or cause any discharge into the sanitary sewer not in compliance with such order.

(f) An inspection port shall be provided for the flow control device regulating flow into the grease interceptor.

(g) Except for under-the-sink grease traps, each grease interceptor shall be located outside of a building or structure in an area accessible for service and so installed and connected that it shall be at all times easily accessible for inspection and for cleaning and removal of the intercepted waste. Inspection ports and monitoring ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to access inspection or monitoring ports shall constitute a violation of accessibility. A grease interceptor shall not be installed in any part of a building where food is handled. The location of all grease interceptors, inspection ports, and monitoring ports shall meet the approval of the Township and shall be shown on the approved building plans.

(h) A one-piece removable metal plate covering the entire grease interceptor shall be preferred as an inspection port though, at the discretion of the Township, standard manhole ports may be installed over each divider in the grease interceptor. In either case, all parts of the grease interceptor shall be easily accessible for cleaning and visual inspection.

(i) A monitoring port, where required by the Township, shall be provided for ease in sampling the treated effluent from the grease interceptor and shall be as close as possible to the connection with the sewer system within the bounds of the existing facility's property. The monitoring port shall be installed according to the specifications of the Township. The monitoring port shall be installed and maintained at the generator's expense. A generator shall properly place, monitor and maintain the monitoring port so that wastewater samples taken from the monitoring port are representative of wastewater leaving the grease interceptor. It shall be unlawful for a generator to divert wastewater around a monitoring port into the sewer system.

(j) The Township may waive the requirement for a grease interceptor, provided the generator can verify that only domestic wastewater is being discharged. The Township may

require testing or sampling and laboratory analyses by the generator in connection with this request, with all costs for the testing or sampling and laboratory analyses being the generator's expense.

(k) Exterior grease interceptors shall be cleaned at minimum of every 90 days. Increased maintenance may be required in accordance with the 25% Rule or as deemed necessary based on visual inspections and/or discharge quality. A cleaning log shall be maintained.

**§333-47. UNDER-THE-SINK GREASE TRAPS/INTERIOR ACTIVE INTERCEPTORS.**

(a) In the event that installation of an outside grease interceptor is not feasible as solely determined by the Township, an under-the-sink grease trap or interior active interceptor may be installed subject to the approval of the Township. Under-the-sink grease traps/interior active interceptors are subject to the following additional requirements:

- (1) General requirements.
  - (i) The location of such grease traps/interior active interceptors shall be in as close proximity to the source of wastewater as physically possible.
  - (ii) The lid shall be secured to the body with a single bolt. No wing nuts or screws shall be permitted.
  - (iii) The lid shall cover the deep seal grease trap/interior active interceptor. The deep seal grease trap/interior active interceptor shall be constructed so as to eliminate the possibility of sewer gas entering the kitchen area.
  - (iv) Baffle systems and all other internal pieces shall be removable to facilitate cleaning and replacement but must be in place at all other times.
  - (v) The grease trap/interior active interceptor shall be coated with a powder-coated electrostatically applied cathodic epoxy coating so as to be resistant to corrosion.
  - (vi) The grease trap/interior active interceptor shall be equipped with a flow-control fitting.
  - (vii) Wastewater with temperatures in excess of 140 F, or temperatures determined to be causing grease to bypass and inhibit the proper operation of the grease trap/interior active interceptor shall not be discharged to the grease trap/interior active interceptor.
- (2) Installation requirements:
  - (i) The grease trap/interior active interceptor may be set on the floor, partially recessed in the floor with the top flush with the floor, or fully recessed below the floor to suit piping and structured conditions, as acceptable by the Township.
  - (ii) There shall be sufficient clearance for the removal of the cover for cleaning.

(iii) Unless specifically approved by the Township, runs of pipe exceeding 25 feet between fixture and grease traps/interior active interceptor shall not be permitted.

(iv) A suitable flow-control fitting shall be installed ahead of the grease trap/interior active interceptor in the waste line beyond the fixture and as close as possible to the underside of the lowest fixture. When wastes of two or more sinks or fixtures are combined to be used by one grease traps/interior active interceptor, a single flow-control fitting shall be used.

(v) Air intake for flow control either shall terminate under the sink drain board as high as possible to prevent overflow or shall terminate in a return bend at the same height and on the outside of the building.

(vi) To retain water and prevent siphoning, all grease traps/interior active interceptors shall have a vented waste, sized in accordance with the current applicable plumbing codes.

(vii) With the approval of the Township, one grease traps/interior active interceptor may be used to serve multiple fixtures if the fixtures are located close together and the grease traps/interior active interceptor is sized to meet the combined flow of all the fixtures.

(viii) Under-the-sink grease traps/interior active interceptors less than 100 gallons, at a minimum, should have grease removed weekly and the entire contents cleaned and emptied monthly. Under-the-sink grease traps/interior active interceptors greater than 100 gallons must have maintenance conducted at a minimum of every 90 days or more frequent if the unit has accumulated waste, both floatable and settle able. Alternate cleaning schedules may be applied in accordance with the 25% Rule or as deemed necessary based on visual inspections and/or discharge quality. A cleaning log shall be maintained.

**§333-48. GREASE INTERCEPTOR MAINTENANCE AND HAULING.**

(a) Required pumping frequency.

(1) Unless otherwise specified by the Township, each grease interceptor in active use should be cleaned at a minimum of every 90 days or/in accordance with the 25% Rule or more frequently as determined by visual inspection and/or discharge quality to prevent carry over grease into the sewer system. The Township may specify cleaning more frequently when the existing pumping interval is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. As outlined in this Chapter, Under-the-sink grease traps/interior active interceptors less than 100 gallons, at a minimum, should have grease removed weekly and the entire contents cleaned and emptied monthly unless an alternate schedule is deemed appropriate by the Township.

(2) At any time if an authorized agent finds the grease interceptor to be full, immediate steps shall be taken by the generator to pump out and clean the grease interceptor as soon as is practicable. The authorized agent shall make an evaluation

of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cessation of all discharge from the existing facility. In any case, the existing facility may be required to initiate more frequent pumping and cleaning of the grease interceptor.

(b) Requirement for increased pumpage or servicing. If the Township finds that a change in pumpage or servicing of a grease interceptor is necessary for a facility to meet the discharged limits stated in this Article the Township may order a change in pumpage or servicing. If the Township orders a change in the pumpage or servicing, then the Township shall serve notice of such order upon the generator. Within ten days of receipt of such order, the generator may demand a meeting to review such order, in which case the Township shall schedule a meeting within a reasonable time of receiving the demand for review from the generator. If a meeting to review the order is scheduled, the Township shall serve notice of the meeting to review such order at least ten days before the date of such meeting. At the meeting to review the order, the generator may present evidence, and the Township may make new findings and issue new orders to change the frequency and/or methods of pumpage or servicing; it shall be unlawful for a generator to allow or cause any discharge into the sewer system not in compliance with such order.

(c) A generator shall cause the liquid waste hauler, transporter or any other person cleaning or servicing a grease interceptor to completely evacuate all contents, including floating materials, wastewater, and bottom sludges and solids, of all grease interceptors during servicing. Skimming the surface layer of waste material, partial cleaning of the grease interceptor or use of any method that does not remove the entire contents of the collection device is prohibited. The suction of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the grease interceptor shall then be thoroughly scraped and the residue removed. Upon completion of the servicing, the manager of the existing facility shall make an inspection of the interior of the grease interceptor and then personally sign the hauled-waste manifest. The manager shall make an appropriate entry in the maintenance log and file the manifest along with the log on the premises. Said manifests and maintenance logs shall be made immediately available to any authorized agent upon request.

(d) Each grease interceptor pumped shall be fully evacuated unless the grease interceptor volume is greater than the tank on the disposal vehicle, in which case the transporter shall arrange for additional transportation so that the grease interceptor is fully evacuated within a twenty-four-hour period following the transporter's inability to fully evacuate the grease interceptor.

(e) It shall be unlawful for a generator to allow the discharge of liquid, semisolids, or solids back into a grease interceptor during and or after servicing. Decanting or discharging of removed wastewater back into the grease interceptor from which the wastewater was removed or any other grease interceptor, for purpose of reducing the volume to be disposed, is also prohibited.

(f) The fats, oils and greases hauled-waste manifest documenting proper disposal of the FOG waste shall contain the following information and be retained on file by the User and made available upon request to the Township:

- (1) Part I: Waste hauler information.
  - (i) Transporter/permittee name.
  - (ii) Permit number.

- (iii) Name of driver and signature.
- (iv) Truck license number.
- (2) Part II: Waste generator information.
  - (i) Name of generator.
  - (ii) Permit number (if applicable)
  - (iii) Address.
  - (iv) Phone number.
  - (v) Time pumped.
  - (vi) Size of grease interceptor.
  - (vii) Gallons pumped.
  - (viii) Signature of generator.
  - (ix) Date.
- (3) Part III: Waste disposal site information.
  - (i) Name of permitted disposal site PaDEP.
  - (ii) PaDEP permit number.
  - (iii) Address.
  - (iv) Phone number.
  - (v) Signature of disposer.

(g) Grease interceptor waste shall be removed and transported by a properly licensed and fully insured waste hauler.

(h) All wastewater removed from each grease interceptor shall be recycled or disposed of at a permitted site. In no way shall the pumped material be returned to any private or public portion of the sewer system.

**§333-49. FACILITY CLOSURE.**

(a) When an existing facility with a grease interceptor closes for business and is subsequently:

- (1) Razed or demolished, then any grease interceptor(s) shall be physically removed.
- (2) Remodeled or replaced with a type of business that will not utilize the interceptor, then the grease interceptor(s) shall be either physically removed or left in place. If left in place, the grease interceptor(s) shall have all wastewater pumped out, be cleaned thoroughly, left dry and empty; and be:
  - (i) Replumbed as to bypass the existing grease interceptor(s) either by straight through or bypassing methods, while leaving the empty grease interceptor(s) in place for possible future utilization by another business; or

(ii) Replumbed with a straight line plumbed from the inlet to the outlet, and the remainder of the grease interceptor(s) filled with soil or sand.

(b) In all instances, the owner of the premises shall appropriately inform the Township a minimum of thirty days prior to the closure and schedule and perform the closure at such a time so as to permit an authorized agent to be physically present during the removal or filling of the grease interceptor(s).

### **§333-50. MONITORING; INSPECTION AND ENTRY.**

(a) It shall be unlawful for a generator, to refuse to allow authorized agents to enter their premises during reasonable hours to determine whether the generator is complying with all of the requirements of this Article or order issued hereunder. A generator shall allow the authorized agent access to all parts of the premises for purpose of inspection, sampling, records examination and copying, and the performance of additional duties. Arrangements for the immediate access of the Township or its designated representative shall have been made ahead of time; however, such failure to make adequate arrangements shall not be considered a legitimate reason to refuse admittance of an authorized agent.

(b) In cases where an existing facility includes private living quarters, the right of access shall extend to all common areas and any other area or areas an employee, including the manager and/or owner, may enter without expressed permission of the residents.

(c) If the Township has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Article or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Township designed to verify compliance with this Article or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Township may seek issuance of a search warrant from any court of competent jurisdiction.

### **§333-51. ADMINISTRATION AND FEES.**

(a) The Township shall fully utilize those powers it possesses through enabling statutes and Ordinances to affect the purposes of this Article.

(b) The Township may establish all administrative procedures necessary to properly carry out the provisions of this Article.

(c) The Township shall employ authorized agents to carry out the provisions of this Article. The Township may also contract with other private qualified persons or firms as necessary to carry out the provisions of this Article.

(d) All permits, records, reports files and other written material relating to the installation, operation, maintenance, and malfunction of grease interceptors in the Township shall become the property of the Township. Existing and future records shall be available for public inspection during normal business hours at the official Township office. All records pertaining to FOG BMP's, building permits, occupancy permits and all other aspects of this Article shall be made available upon request. The Township will charge a fee for copying.

(e) The Township may charge incurred costs plus 15% for investigations, additional compliance inspections, enforcement, administration, sampling or laboratory analyses costs incurred to by Township personnel to implement a FOG control program pursuant to this Article.

(f) The Township may charge incurred costs plus 15% for reimbursement of maintenance, legal and engineering fees, fines, penalties or any other costs incurred to implement a FOG control program pursuant to this Article.

(g) The Township may charge incurred costs plus 15% for reimbursement for clearing of blockages and sewer line cleaning. These costs will be billed back to the User identified as the cause of the blockage. In the case of multiple Users, which could be the cause of a blockage, these costs will be divided equally among the Users.

(h) This Ordinance does not supersede any regulation as adopted by BCRA insofar as they conflict, BCRA Regulations shall prevail. Insofar as limits, the most restrictive regulation shall prevail.

### **§333-52. VIOLATIONS AND PENALTIES.**

(a) A User is considered in violation if they do not comply with any provision of this Article. Specifically including, but not limited to, failure to pay applicable fees, improper operation of a grease trap or interceptor, actions or inactions of the User which causes or permits the plugging of a grease trap or interceptor, interferes with or permits the interference with a grease trap or interceptor, or causes the removal of any flow-constricting devices so as to allow flow to rise above the design of the grease interceptor. The User is also considered in violation if they do not properly implement BMPs or dispose of grease, if their discharge exceeds the Township's numeric wastewater discharge limits or their discharge causes or contributes to interferences in the sewer system or at the treatment plant.

Where a discharge to the Township sewer system reasonably appears to be in violation of this Article, or presents, or threatens an imminent danger to the health and welfare of persons, or an imminent danger to the environment, or may reasonably appear to have the potential to cause interference with the operation of the Township sewer system, or that may pass through the system, the Township may immediately initiate steps to identify the source of the discharge, and to halt or prevent said discharge. The Township may seek enforcement, including injunctive relief, against the source of such discharge and/or may pursue other available remedies provided for under law.

(b) Whenever it has been determined that any User has violated or is violating this Article, a permit, or any prohibition or limitation or requirement contained herein, the Township may serve upon such User a written Notice of Violation, which shall be sent via certified or registered mail to the last known address of the User, stating the nature of the violation. Within thirty days of the date of the notice, the User shall submit an explanation of the violation and a plan for the satisfactory correction thereof to the Township.

Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Article shall limit the authority of the Township to take any action, including emergency actions or any other enforcement actions without first issuing a Notice of Violation.

(c) It shall be the obligation of any User within two hours of the time when such User knew or should have known that it is violating the provisions of this Article, permit or any regulation issued pursuant to this Article, to notify the Township. In addition, when the violation involves monitoring results which show exceedances of wastewater above local permitted limits, the User wastewater discharge shall be resampled within thirty days of notice to the Township of such violation.

(d) The Township may enter into Consent Orders, assurances of voluntary compliance or other similar documents establishing an agreement with any User determined by the Township to be in noncompliance. Such documents will include specific action to be taken by the User to correct the noncompliance within a time period specified by the document, and may include the payment of civil penalties and reimbursement of costs pursuant to this Article.

(e) The Township may order any User which the Township believes has violated, or continues to violate, any provision of this Article, or an Order issued hereunder, or any other pretreatment standard or requirement, to show cause before the Township Board of Commissioners why a proposed enforcement action should not be taken. A notice shall be served on the User specifying the time and place of a hearing to be held by the Township regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before the Township Board of Commissioners, why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of a corporation.

The Township Board of Commissioners may itself conduct the hearing and take the evidence or may designate any of its members or any officer, employee, or other person to do so and to:

- (1) Issue in the name of the Township notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
- (2) Take the evidence;
- (3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Township Board of Commissioners for action thereon.

At any hearing pursuant to this Article, testimony must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the User.

(f) Whenever the Township finds that any User has violated, or continues to violate, any provision in this Article, an Order issued hereunder, or any other pretreatment standard or requirement, the Township Manager and/or their authorized representative, may serve upon such User an Administrative Order containing specific requirements with which the User must comply. If the person does not come into compliance within the time provided, sewer service may be discontinued unless in the Township's opinion, adequate treatment facilities, devices, or other related appurtenances will be installed and properly operated.

Administrative Orders also may contain other requirements to address the noncompliance, including additional monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer, as well as civil penalties and assessments of costs. An Administrative Order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does an Administrative Order relieve the User of liability for any violation, including any continuing violation. Issuance of an Administrative Order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(g) The Township may immediately suspend a User's discharge when such suspension is necessary in the opinion of the Township to stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons, including employees of the sewer system, or to the environment, or may cause interference to the sewer system (or treatment plant), or pass through, or which may cause the Township or the treatment plant to violate any State/Federal requirements, or when, in the opinion of the Township, the User has demonstrated the inability or unwillingness to comply with this Chapter.

Any User notified of a suspension of its discharge or permit under this section shall immediately stop or eliminate the discharge. In the event of a failure of the User to comply voluntarily with the suspension order, the Township may take steps as deemed necessary to prevent or minimize damage to the sewer system or endangerment to any individuals, or to assure compliance. The Township may reinstate the discharge upon proof of the elimination of the non-complying discharge by User, proof of compliance with this ordinance, payment of any damages, fines, penalties, or costs associated with the discharge, and the submittal of a detailed written statement describing the causes of the discharge, or noncompliance, and the measures taken to prevent any future recurrence. This statement must be submitted to the Township within five (5) days of the date of occurrence.

Additionally, any User is subject to suspension of its discharge granted under this Article for violation of applicable state and federal regulations or by reason of the commission of any of the following acts:

- (1) Failure to report factually on discharge wastewater constituents and characteristics;
- (2) Failure to report significant changes in operations or wastewater constituents and characteristics;
- (3) Refusal to permit reasonable access to the premises for inspection and monitoring;
- (4) Violation of any of the conditions of its permit, or this Article; or
- (5) Failure to pay applicable fees.

The Suspension/Termination of a permit by the Township shall not be a bar against, or a prerequisite for, taking other action against a User.

(h) When the Township finds that a User has violated, or continues to violate, any provision of this Article, a permit or Order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Township may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- (1) Immediately comply with all requirements; and
- (2) Take appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking other action against the User.

(i) A User, upon receipt of notification of suspension of its discharge permit, an Administrative Order, or a Cease and Desist Order, may appeal the decision in writing to the Township with a statement of reasons therefore within ten days of receipt of the notice or order. An appeal shall not stay the effect of any such notice or order unless specifically agreed to in writing by the Township Manager, or their authorized representative, other than the requirement to pay any assessment of civil penalties and costs pursuant to this Article. Failure to appeal within this time period shall result in a waiver of all legal rights to contest the violation or the amount of the penalty or costs.

(1) After receipt of an appeal by the Township, and upon receipt of notice in writing given to the User or any agent or officer thereof at least five days prior to the time fixed therefore, the Board of Commissioners, shall convene and conduct a hearing on the propriety or lack thereof of the notice or order during which the appellant and the Township may present testimony and evidence. A stenographic recording of the proceeding shall be made. The full cost of the stenographic transcript of such a proceeding shall be borne by the Appellant who shall pay, to the Township, a fee of Five Hundred Dollars (\$500.00) within 48 hours of its receipt of notice of the date of the hearing from the Township. The Township shall assess the appellant any additional costs associated with the stenographic recording, over and above \$500.00, or it shall reimburse appellant any unused portion, thereof less \$100.00 to cover administrative costs.

(2) The findings and determinations of the Township shall be in writing and shall be mailed by means of certified or registered mail to the User or to his duly authorized representative within thirty days of the hearing, unless extended for good cause, with a certified copy thereof to be filed with the Township, which determination shall be binding both upon the Township and all parties in interest.

(3) The User may appeal the Township's decision in accordance with applicable law.

(j) When the Township finds that a User has violated, or continues to violate, any provision of this Article, or Order issued hereunder, or any other pretreatment standard or requirement, the Township may petition the Court of Common Pleas of Monroe County for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the permit, Order or other requirement imposed by this Article on the activities of the User.

The Township may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

(k) A User who willfully or negligently violates any provision of this Article, or Order issued hereunder, or any other pretreatment standard or requirement, or who willfully or negligently introduces any substance into the sewer system in violation of this Article, or Order issued hereunder, or any other pretreatment standard or requirement, or any User who knowingly makes any false statements, representations or certifications in any application, record, report, plan or document filed, or required to be maintained pursuant to this Article, or Order issued hereunder, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device of a method required under the Article, may be subject to criminal prosecution in accordance with the applicable provisions of the Pennsylvania Crimes Code, 18 Pa.C.S.A. Article 101 et seq.

(l) The Township may decline to reinstate the discharge to any User who has failed to comply with any provision of this Article, or Order issued hereunder, or any pretreatment standard or requirement, unless such User first files a satisfactory bond, payable to the Township, in a sum not to exceed a value determined by the Township Manager, or their authorized representative, to be necessary to achieve consistent compliance.

(m) The Township may decline to reinstate the discharge to any User who has failed to comply with any provision of this Article, or Order issued hereunder, or any pretreatment standard or requirement, unless the User first submits proof, to the Township's reasonable satisfaction, that it has obtained financial assurances sufficient to restore or repair damage to the sewer system caused by its discharge."

## **SECTION 2. REPEALER**

All ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

## **SECTION 3. SEVERABILITY**

Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the whole or any part hereof.

## **SECTION 4. EFFECTIVE DATE**

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 Assistant Secretary*

\_\_\_\_\_  
ELLEN GNANDT  
*President, Board of Commissioners*

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
March 16, 2026 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on March 16, 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; Jerrod Belvin-Township Manager; James Wagner, Chief of Police; Erica Tomas-Administrative Assistant, Paul Morgan, SFM Consulting.

**Announcements**

Time stamp 6:01 An Executive Session was held today, prior to the meeting for discussion of personnel.

**Public Comment**

Patrice Lannuchi – Time stamp 6:02 – Laurel Lake

Cheryl Parks – Time stamp 6:03 Sewer line & Storm water

**Hearings**

Time stamp 6:06 Ellen Gndt made a motion, seconded by Charles Keppler, to Open the hearing for the MCTI Rezoning. All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to Close the hearing for the MCTI Rezoning. All in favor. Motion carried.

Time Stamp 6:53 Ellen Gndt made a motion, seconded by Charles Keppler, to deny Ordinance 2026-03 adopting MCTI Rezoning. Roll call: Ellen Gndt, aye; Natasha Leap, nay; Mike Velardi, nay; Matt Long, aye; Charles Keppler, aye. (3-2) Motion carried.

Ellen Gndt made a motion, seconded by Natasha Leap, to authorize the township solicitor to redraft the Ordinance with 4 parcels only. All in favor. Motion carried.

**Consent Agenda Time stamp: 6:58**

- Ellen Gndt made a motion, seconded by Natasha Leap, to amend the minutes to reflect the reason Ellen Gndt abstained from a vote on the LERTA. All in favor. Motion carried.
- Ellen Gndt 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 2, 2026 regular meeting of the Board of Commissioners.
  - Financial transactions through March 16, 2026 as presented, including ratification of expenditures in the amount of \$558,710.74 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. Motion carried.

**NEW BUSINESS**

- Time Stamp 7:00 Matt Long made a motion, seconded by Ellen Gndt, to award the Pocono Township Spring/Fall Clean-up Bid to Marki Rolloff Container Inc. All in favor. Motion carried.
- Time stamp 7:02 Jon Tresslar updated the board regarding the Amended Bridge Quote.
- Time stamp 7:03 Ellen Gndt made a motion, seconded by Natasha Leap, to waive Pavilion #1 fees for the Monroe County Coroner's Office for May 30<sup>th</sup>. All in favor. Motion carried.
- Time stamp 7:04 Ellen Gndt made a motion, seconded by Mike Velardi, to waive Pavillion #3 fees for the Pocono Mountain West Girls Wrestling Team for May 3<sup>rd</sup>. All in favor. Motion carried.
- Time stamp 7:05 Charles Keppler made a motion, seconded by Ellen Gndt, to schedule workshop on Police Cost Recovery, in lieu of Open Space fees changes for May 13, 2026 at 5 p.m. at the township building. All in favor. Motion carried.
- Time stamp 7:26 Mike Velardi made a motion, seconded by Ellen Gndt, to approve Public Works Uniform Contract. All in favor. Motion carried.
- Time stamp 7:50 Zoning Hearing – Gateway Equities LLC.

**Commissioner Comments**

**Ellen Gndt – President**

- Time stamp 7:59 - Discussion on bidding out the police wing vs. using public works for same.
- Time stamp 8:04 – Jon Tresslar regarding blast for sewer near Ruby Lane

**Matt Long – Vice-Chairman**

- Time stamp 8:12 – Chickens discussion

**Commissioner Comments**

**Natasha Leap – Commissioner**

**Mike Velardi – Commissioner**

- Time stamp 8:18 Addressing rumors

**Charles Keppler – Commissioner**

- Time stamp 8:21 AED at TLC update
- Time stamp 8: 22 Writing Checks vs paying by Credit Card.
- Time stamp 8:27 Matt long made a statement regarding Amusement Tax conversation.

**Reports**

**Zoning Report-SFM Consulting –**

**Police – James Wagner, Chief**

**Manager Report – Jerrod Belvin - Time stamp 8:28**

- MVP-Parking Update -
- Johnson Control Update
- Rt611/715 Construction Update
- Police Wing Cost Breakdown Update
- Core 5-Blasting Update

**Public Works – Patrick Briegel - Time stamp 8:33**

- 537 Update
- Sewer Construction Update

**Township Events Report -**

**Township Engineer Report- Jon Tresslar - Time stamp 8:38**

**Township Solicitor Report-Leo V. DeVito. Time stamp 8:39**

- Discussion regarding changes to the social media policy.

**Adjournment** –Ellen Gndt made a motion, seconded by Matt Long, to adjourn the meeting at 8:41 p.m. for the board to go into executive session and not return. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday April 6, 2026

### SUMMARY

**Ratify**

General Fund	\$	21,829.41
Payroll	\$	306,685.84
Sewer Operating	\$	5,993.07

**Bill List**

TOTAL General Fund	\$	107,115.51
TOTAL Sewer OPERATING Fund	\$	24,562.74
TOTAL Sewer CONSTRUCTION Fund	\$	46,632.36
TOTAL Capital Reserve Fund	\$	28,817.69
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>541,636.62</b>

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# POCONO TOWNSHIP CHECK LISTING Monday April 6, 2026

### General Fund

Date	TYPE	Vendor	Memo	Amount
03/17/2026	TRANSFER ADP		PAYROLL 3/2/26 - 3/15/2026	\$ 157,187.05
03/31/2026	TRANSFER ADP		PAYROLL 3/16/26 - 3/29/2026	\$ 149,498.79
			<b>TOTAL PAYROLL</b>	<b>\$ 306,685.84</b>

### General Expenditures

Date	Check	Vendor	Memo	Amount
03/16/2026	3800	PPL Electric Utilities	Road and Traffic Lights	12,887.47
03/16/2026	3801	Suburban Propane	Gasoline	1,573.35
03/24/2026	3802	Blue Ridge Communications	Kenny's Way Internet	54.95
03/24/2026	3803	Suburban Propane	Propane & Diesel	5,997.55
03/30/2026	3804	Villani Rental Company	3/29/26 Bounce Combo Unit Rental	275.00
03/30/2026	3805	PENTELEDATA	Internet	846.13
03/30/2026	3806	PENTELEDATA	TWP Dr & Old Mill Rd Internet	394.96
			<b>TOTAL General Fund Bills</b>	<b>\$ 21,829.41</b>

### Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
03/16/2026	1627	BLUE RIDGE COMMUNICATIONS	PS 5 Phone	65.98
03/16/2026	1628	PPL Electric Utilities*	Pump Station's Electric	4,644.95
03/16/2026	1629	Verizon	Sewer SCADA System	36.36
03/24/2026	1630	BLUE RIDGE COMMUNICATIONS	PS 3 & 4 Phone	131.92
03/24/2026	1631	MET-ED	PS 4 Electric	653.10
03/24/2026	1632	Verizon Wireless	Sewer Modems	120.03
03/30/2026	1633	PENTELEDATA	Pump Stations Internet	340.75
			<b>TOTAL Sewer Operating Fund</b>	<b>\$ 5,993.07</b>

**TOTAL General Fund** \$ 21,829.41  
**TOTAL Sewer Operating** \$ 5,993.07  
**TOTAL** \$ 27,822.48

Authorized by: \_\_\_\_\_  
 Transferred by: \_\_\_\_\_

# POCONO TOWNSHIP CHECK LISTING

## Monday April 6, 2026

**General Fund**

Date	Check	Vendor	Memo	Amount
03/31/2026	3807	A-1 Spring Service Corporation	Truck 9 Service	1,390.00
03/31/2026	3808	Ackerman, Earl	3/8 - 3/13/26 Harrisburg Training Reimb	236.72
03/31/2026	3809	ADP, INC	Time & Attendance	1,043.00
03/31/2026	3810	AFLAC	Supplemental Insurance	349.56
03/31/2026	3811	AMERICAN UNITED LIFE INSURANCE CO.	GTL	3,617.26
03/31/2026	3812	Bartonsville Printing	Seasonal TWP Banners; Business Cards	5,505.00
03/31/2026	3813	Best Auto Service & Tire Center	Police car service	7,432.26
03/31/2026	3814	Blue Ridge Communications	TLC Internet	54.95
03/31/2026	3815	Brodhead Creek Regional Authority	Water	194.58
03/31/2026	3816	Cefali & Associates PC	1099 Service	322.50
03/31/2026	3817	Central PA Dock & Door, LLC	PW Garage Door Repair	1,060.00
03/31/2026	3818	Children's Advocacy Center Monroe County	Egg Hunt 2026 Donalion	272.00
03/31/2026	3819	Cyphers Truck Parts	Truck parts	382.12
03/31/2026	3820	Davidheiser's Inc.	Tracker Testing	205.00
03/31/2026	3821	Donna Kenderdine Reporting	3/16/26 MCTI Rezoning Appearance	150.00
03/31/2026	3822	Eckert, Seamans, Cherin & Mellott, LLC	General Labor Tax Assessment	261.00
03/31/2026	3823	Eric A. Moses Co.	Blaster; Break Clean; C-Foam; Red & Tacky Grease	241.96
03/31/2026	3824	Freedom Sports LLC	ST Carbine Gas Tube	156.00
03/31/2026	3825	Gotta Go Politics, Inc.	Parks	235.00
03/31/2026	3826	HUNTER KEYSTONE PETERBILT, L.P.	Truck parts	2,525.63
03/31/2026	3827	J. P. Mascaro & Sons	Waste Removal Mar 2026	457.00
03/31/2026	3828	J. P. Mascaro & Sons	Mountain View Park Waste/Recycle Serv Mar 2026	626.00
03/31/2026	3829	Jet Vac Equipment LLC	Pipe Hunter Supplies	502.43
03/31/2026	3830	Kimball Midwest	Cable Ties	94.00
03/31/2026	3831	Locust Ridge Quarry	High Performance Cold Patch .71 Ins	1,671.39
03/31/2026	3832	MacDougall, Krisann	11/6/25 thru 3/18/26 Mileage Reimb	87.29
03/31/2026	3833	Marki Rolloff Container, Inc.	Box 7 20yd Rolloff	640.00
03/31/2026	3834	Marshall Machinery, Inc.	Hydro Oil for Skidsteer	146.19
03/31/2026	3835	Meiley, Ryan	Magazine Pouches Reimb	56.00
03/31/2026	3836	MeiLife - Non Uni. Pen. Plan	Pension	10,839.17
03/31/2026	3837	Nationwide - 457	457 Plan Pay 6	5,613.64
03/31/2026	3838	Nationwide - 457	457 Plan Pay 7	5,662.56
03/31/2026	3839	Night and Day Diesel	Truck 10 Service	300.00
03/31/2026	3840	Northeast Masonry	Electrical, Welding & Siding Repair for PW Garage Door	2,065.00
03/31/2026	3841	PPL Electric Utilities	TLC Lighting	325.84
03/31/2026	3842	Primo Brands BlueTriton Brands, Inc.	Generic Rent & Rental for 2/10-3/9/26	28.00
03/31/2026	3843	Pyre-Barker Fire & Safety	Alarm.Com Sub 1/1/26 - 12/31/26	549.36
03/31/2026	3844	RG Group	Parker Hose Fitting	367.70
03/31/2026	3845	Scicutella, Michael	3/9/26 - 3/13/26 Harrisburg Training	181.79
03/31/2026	3846	SFM Consulting LLC	Feb 2026 Zoning & Building Services	25,195.71
03/31/2026	3847	Sparkle Car Wash on 248 LLC	Feb 2026 Police Car Washes	26.32
03/31/2026	3848	Staples	Office Supplies	56.75
03/31/2026	3849	Staples	Copy Paper	212.45
03/31/2026	3850	Steele's Hardware, Inc.	Supplies	431.26
03/31/2026	3851	Steele's Hardware, Inc.	Supplies	234.40
03/31/2026	3852	Steele's Hardware, Inc.	Guard Switch	3.59
03/31/2026	3853	Suburban Propane	Gasoline	1,102.32

03/31/2026 3854	Suburban Testing Labs	SDWA Monthly 701	704.00
03/31/2026 3855	T&M Associates	Engineering	7,344.53
03/31/2026 3856	Teamster Local 773 - Non-Uniform	Feb/Mar 2026 Union Dues	1,894.00
03/31/2026 3857	Teamster Local 773 - Police	Feb/Mar 2026 Union Dues	3,652.00
03/31/2026 3858	Tomas, Erica	3/7 & 3/14/26 PSATS Boot Camp Mileage Reimb	110.20
03/31/2026 3859	TRAIASR, LLC	Fleet Work Orders & Feb 2026 Saas	1,333.33
03/31/2026 3860	UNIFIRST Corporation	TWP Mats	156.69
03/31/2026 3861	US BANK - Lockbox CM9722	Police Pension EE Contribution	8,059.34
03/31/2026 3862	Versalift East LLC	Ansi, Dielectric & Liner Inspection	335.00
03/31/2026 3863	Waste Management of Pennsylvania, Inc.	Old Mill Rd Garbage Pickup	391.21
03/31/2026 3864	Zuwich, Regina	1/13 - 3/6/26 Mileage Reimb	24.51

**TOTAL GENERAL FUND \$107,115.51**

**Sewer Operating Fund**

Date	Check	Vendor	Memo	Amount
03/31/2026 1634	BRODHEAD CREEK REGIONAL AUTHORITY		Pump Station 2,3,5 Water	145.41
03/31/2026 1635	Evoqua Water Technologies LLC		PS 5 Biocide Treatment	6,436.47
03/31/2026 1636	J.P. Mascaro & Sons		PS 5 Waste Removal Mar 2026	312.25
03/31/2026 1637	T&M ASSOCIATES		Engineering	16,966.94
03/31/2026 1638	TRAIASR, LLC		Feb 2026 Saas	366.67
03/31/2026 1639	Versalift East LLC		Ansi, Dielectric & Liner Inspection for F550 2019 Truck #18	335.00

**TOTAL Sewer Operating Fund \$24,562.74**

**Sewer Construction Fund**

Date	Check	Vendor	Memo	Amount
03/31/2026 1046	T&M Associates		Engineering	46,632.36

**TOTAL Sewer Construction Fund \$46,632.36**

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount
03/31/2026 1164	Freedom Sports LLC		Holosun Iris 4 Green Laser/Light/IR	7,375.00
03/31/2026 1165	Patriot Workwear		Body Armor Vests 11 ea	15,344.00
03/31/2026 1166	T&M Associates		Engineering	6,098.69

**TOTAL Capital Reserve Fund \$28,817.69**

General Fund	\$	107,115.51
Sewer Operating	\$	24,562.74
Sewer Construction Fund	\$	46,632.36
Capital Reserve	\$	28,817.69
<b>TOTAL</b>	\$	<b>207,128.30</b>

Authorized by: \_\_\_\_\_  
Transferred by: \_\_\_\_\_



570-520-4600  
sales@costream.tech  
134 W Front Street  
Berwick, PA 18603  
<https://costream.tech>

**Prepared For:**

Pocono Township  
Patrick Briegel  
pbriegel@poconopa.gov  
(570) 629-1922  
205 Old Mill Road  
Tannersville, PA 18372

**Quote ID:** CoS-26-341

**Quote Name:** Wastewater System Project - Phase 2 - Rev 2

**Quote Revision:** Rev 2

**Quote Revision Date:** 02/12/2026

**Quoted By:** Christine Orlando

**Valid Until:** 04/30/2026



# Project Summary

## Overview

### Description

Implementation of CoStream application and services at the following:

Pump Station 1

Pump Station 2

Pump Station 3

Pump Station 4

Valve Site 1

Valve Site 2

Sanofi Meter Site

Great Wolf Lodge Meter Site

Apartment Complex Meter Site

### Objectives

- Provide Enhanced Visualization Capabilities
- Provide Enhanced Alarm and Event Notifications
- Provide Remote Control Operation Capabilities
- Provide Remote Monitoring Capabilities
- Deploy Automated Reporting Functionality including Data Collection and Monitoring
- Implement Event Logging and Asset Management Systems

## Project Plan

CoStream to develop and deploy new Pocono Township tenant on CoStream application.

CoStream to provide onboarding and training for Pocono Township staff.

### Pump Stations 1, 2, 3, and 4:

- Implement SCADA appliance at Pump Stations 1, 2, 3, and 4



- CoStream to develop and deploy Pump Stations 1, 2, 3, and 4 on CoStream application
- CoStream to provide visualization and alarming capabilities
- CoStream to implement remote monitoring capabilities through the CoStream application

**Valve Sites 1 and 2:**

- Implement SCADA appliance at Valve Sites 1 and 2
- CoStream to develop and deploy Valve Sites 1 and 2 on CoStream application
- CoStream to provide visualization and alarming capabilities
- CoStream to implement remote operation capabilities through the CoStream application
- CoStream to implement remote monitoring capabilities through the CoStream application
- Valve Sites 1 and 2 are quoted assuming the SCADA appliance will fit within existing panel.

**Sanofi Meter, Great Wolf Lodge, and Apartment Complex Meter Sites:**

- Implement Auxiliary Communications Package at Sanofi Meter, Great Wolf Lodge and Apartment Complex Meter Sites
- CoStream to develop and deploy Sanofi Meter, Great Wolf Lodge and Apartment Complex Meter Sites on CoStream application
- CoStream to provide visualization and alarming capabilities
- CoStream to implement remote monitoring capabilities through the CoStream application



**Professional Services**

Product Name & Description	Quantity	Unit Price	Total
<b>Site Launch</b> Site: Pump Station 1  Professional Services Related to Site Specific Deployment	1.00	\$5,000.00	\$5,000.00
<b>Site Launch</b> Site: Pump Station 2  Professional Services Related to Site Specific Deployment	1.00	\$5,000.00	\$5,000.00
<b>Site Launch</b> Site: Pump Station 3  Professional Services Related to Site Specific Deployment	1.00	\$5,000.00	\$5,000.00
<b>Site Launch</b> Site: Pump Station 4  Professional Services Related to Site Specific Deployment	1.00	\$5,000.00	\$5,000.00
<b>Site Launch - Operational Control</b> Site: Valve Station 1  Professional Services Related to Site Specific Deployment	1.00	\$5,000.00	\$5,000.00



<b>Site Launch - Operational Control</b> Site: Valve Station 2	1.00	\$5,000.00	\$5,000.00
Professional Services Related to Site Specific Deployment			
<b>Site Launch</b> Site: Sanofi Meter	1.00	\$1,500.00	\$1,500.00
Professional Services Related to Site Specific Deployment			
<b>Site Launch</b> Site: Great Wolf Lodge Meter	1.00	\$1,500.00	\$1,500.00
Professional Services Related to Site Specific Deployment			
<b>Site Launch</b> Site: Apartment Complex	1.00	\$1,500.00	\$1,500.00
Professional Services Related to Site Specific Deployment			
<b>Professional Services Total: \$34,500.00</b>			
<b>Installation Services</b>			
<b>Product Name &amp; Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>SCADA Appliance Installation</b> Site: Pump Station 1	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			



<b>SCADA Appliance Installation</b> Site: Pump Station 2	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			
<b>SCADA Appliance Installation</b> Site: Pump Station 3	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			
<b>SCADA Appliance Installation</b> Site: Pump Station 4	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			
<b>SCADA Appliance Installation</b> Site: Valve Station 1	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			
<b>SCADA Appliance Installation</b> Site: Valve Station 2	1.00	\$1,000.00	\$1,000.00
Installation Services Related to SCADA Appliance			
<b>Installation Services Total: \$6,000.00</b>			
<b>Infrastructure</b>			
<b>Product Name &amp; Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>SCADA Appliance</b> Site: Pump Station 1	1.00	\$1,690.00	\$1,690.00
CoStream Managed SCADA Appliance			



<b>SCADA Appliance</b> Site: Pump Station 2  CoStream Managed SCADA Appliance	1.00	\$1,690.00	\$1,690.00
<b>SCADA Appliance</b> Site: Pump Station 3  CoStream Managed SCADA Appliance	1.00	\$1,690.00	\$1,690.00
<b>SCADA Appliance</b> Site: Pump Station 4  CoStream Managed SCADA Appliance	1.00	\$1,690.00	\$1,690.00
<b>SCADA Appliance</b> Site: Valve Station 1  CoStream Managed SCADA Appliance	1.00	\$1,690.00	\$1,690.00
<b>SCADA Appliance</b> Site: Valve Station 2  CoStream Managed SCADA Appliance	1.00	\$1,690.00	\$1,690.00
			<b>Infrastructure Total: \$10,140.00</b>



## Ongoing Services

Product Name & Description	Quantity	Unit Price	Total
<b>Monitoring</b> Site: Pump Station 1	1.00	\$1,200.00	\$1,200.00
<b>Monitoring</b> Site: Pump Station 2	1.00	\$1,200.00	\$1,200.00
<b>Monitoring</b> Site: Pump Station 3	1.00	\$1,200.00	\$1,200.00
<b>Monitoring</b> Site: Pump Station 4	1.00	\$1,200.00	\$1,200.00
<b>Operational Control</b> Site: Valve Station 1	1.00	\$2,400.00	\$2,400.00
<b>Operational Control</b> Site: Valve Station 2	1.00	\$2,400.00	\$2,400.00



<b>Monitoring</b> Site: Sanofi Meter	1.00	\$1,200.00	\$1,200.00
<b>Monitoring</b> Site: Great Wolf Lodge	1.00	\$1,200.00	\$1,200.00
<b>Monitoring</b> Site: Apartment Complex	1.00	\$1,200.00	\$1,200.00
<b>Ongoing Services Total: \$13,200.00</b>			

**Grand Total: \$63,840.00**



### **CoStream Deployment Timeline**

1. Upon receipt of this signed quote, CoStream will send an invoice for the first 50% of the Professional Services amount of this quote (\$17,250) and 50% of the infrastructure amount of this quote (\$5,070). When payment is received, CoStream will procure any equipment and supplies related to this quote.
2. Equipment generally takes four to six weeks to acquire and provision. During that period, the CoStream Services team will have a kickoff meeting with the client's project team. As part of the kickoff, the project team will determine the preferred methods of communication and establish an ongoing cadence for meetings.
3. Once the equipment is ready for installation, the client must provide the next 35% progress payment for the Professional Services amount of this quote (\$12,075) and 35% of the infrastructure amount of this quote (\$3,549) and 50% of the installation amount of this quote (\$3,000). When payment is received, delivery and installation will be coordinated by CoStream with the client's project team.
4. Installation will be carried out on a site-by-site basis. Each site will be considered connected to the CoStream cloud once both remote access and data collection are enabled. Visualization, Notifications (Alarms), and Reports will be implemented after the site is connected, based on the priorities dictated by the client's project team.
5. Once the client deems the application ready for use, a system handoff and orientation workshop will occur. Upon completion of that workshop, the client will be asked to provide the final 15% Professional Services amount of this quote (\$5,175) and final 15% of the infrastructure amount of this quote (\$1,521) and final 50% of the installation amount of this quote (\$3,000).
6. Additionally, the prorated invoice for the Ongoing Services will also be sent.

### **Terms and Conditions**

- Amounts shown are quoted as tax-exempt, and any applicable taxes related to this quote will be billed to the client in addition
- No prevailing wage rates are included in this quote
- This quote does not include any spare materials
- This quote assumes that fully documented program backups are available for existing critical devices



- Critical devices can include, but are not limited to, Programmable Logic Controllers (PLCs), Human Machine Interfaces (HMIs), and legacy SCADA systems
- Upon completion of installation, all equipment included in this quote will become permanent property of the client independent of CoStream services
- Managed SCADA Appliances provided by CoStream are warranted as part of ongoing managed services
  - It is the client's responsibility to provide adequate power and battery backup for any managed SCADA appliances
  - Any costs related to the equipment and installation of power components are the sole responsibility of the client
- Managed service charges are initially prorated to align with the client's fiscal year
  - Managed service fees are calculated in monthly increments
  - The client is charged for a full month if managed services commence before the third week of the month
  - After the initial prorated invoice, the client then renews for 12 months in advance with each subsequent invoice
- If a client cancels managed services for one or more sites, the remaining months of the term will be either credited or refunded
  - Any data collected by CoStream will be made available to the client as CSV (Comma Separated Values) files
  - Managed equipment, such as routers and SCADA appliances, will be returned to default settings and transitioned to the client
- Please refer to **Appendix A - CoStream Terms and Conditions (20251016)** for additional clarifications

### Client Representative Signature

Name:		
Title:		Date:
Signature:		



YOUR GOALS. OUR MISSION.

February 18, 2026

Patrick Briegel, Director of Public Works  
Pocono Township  
205 Old Mill Road  
Tannersville, PA 18372

**SUBJECT: COSTREAM SERVICE PROPOSAL – PHASE 2  
REVIEW OF SCOPE OF WORK  
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
T&M PROJECT NO. POCSSG2601**

Dear Mr. Briegel:

We are in receipt of a service proposal to convert the Township's SCADA system to the online CoStream system for Phase 2 of the project implementation. Phase 1 has been completed successfully. The proposals are for Phase 2 (\$63,840.00), including Pump Stations 1-4, Valve Stations 1 & 2, and four metering stations. Note, the original proposal did not include the metering station at Swiftwater Apartments, it has been added to the revised proposal.

We note that there is an exemption in the proposal assuming the CoStream hardware fits in existing panels. The need for additional panels must be explored prior to CoStream deployment, particularly at Valve Station 1, where the remote panel is limited in available space.

We have taken the opportunity to review the proposal and based on the writing proposal and discussions this the service provider, we feel this new system, as compared to the current system, will provide an enhanced control system, superior alarms, easier future integration of improvements, and lower long term maintenance costs. Phase 1 of the project has been completed and met expectations.

We recommend the Township moves forward with this system.

We further note that this work is considered a professional service contract and could be considered maintenance work.

The Phase 2 proposal is attached for convenience.



Mr. Patrick Briegel  
CoStream Service Contract  
February 18, 2026  
Page 2

If you should have any questions regarding the above comments, please feel free to contact our office.

Sincerely,

Michael E. Gable, P.E.  
Sanitary Sewer Engineer

cc: Jerrod Belvin – Township Manager  
Leo DeVito, Esq. – Township Solicitor

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# USA TODAY CO.



PO Box 630531 Cincinnati, OH 45263-0531

CB copied

## AFFIDAVIT OF PUBLICATION

Krisann MacDougall  
Pocono Township Board  
of Commissioners  
205 Old Mill Road, # 2  
Tannersville PA 18372

STATE OF PENNSYLVANIA, COUNTY OF MONROE

The Pocono Record, a newspaper printed and published in the city of Stroudsburg, and of general circulation in the County of Monroe, State of Pennsylvania, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/06/2026, 03/13/2026

and that the fees charged are legal.  
Sworn to and subscribed before on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown  
  
9-3-29

My commission expires

Publication Cost:	\$262.40	
Tax Amount:	\$0.00	
Payment Cost:	\$262.40	
Order No:	12138588	# of Copies:
Customer No:	682477	1
PO #:		

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

## NOTICE TO BIDDERS

Online bids will be received by Pocono Township, Monroe County, for the **TLC Park Pedestrian Bridge Replacement Project** until 11:00 a.m. (prevailing time) on Monday, April 6, 2026. Bids will be publicly read at the Board of Commissioners meeting held on Monday, April 6, 2026 beginning at 6:00 p.m.

All documents and solicitation details are available at no cost at PennBid™ - <https://pennbid.net>. Click on the "Access Projects on the Active Bidding Site" then "Open Public Opportunities" tabs.

Bids must be accompanied by a certified check or bid bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least 10 percent (10%) of the total bid.

The successful bidder will be required to furnish and pay for a Satisfactory Performance and Payment Bond and Labor and Material Bond in an amount of 100% of the contract amount. A Certificate of Insurance, showing proof of Workers Compensation Coverage, must also be submitted.

The project will require minimum wages and salaries to meet the PA Prevailing Wage requirements. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, or handicap.

Pocono Township reserves the right to reject any or all Bids, to waive any informalities, or take such other action that may deem to be in the best interest of the Township and as may be permitted by law.

Bids may be held by the Township for a period of 60 days from the date of Bid opening for the purpose of reviewing Bids and investigating qualifications of bidders, prior to awarding Contract.

Prospective bidders are required to attend a Mandatory Pre-Bid Conference on Wednesday, March 18, 2026 at 10:00 AM, at the Pocono Township Municipal Building, 205 Old Mill Road, Tannersville, PA. All questions concerning the bid documents or the project in general should be submitted through PennBid no later than 5:00 p.m., Friday, March 27, 2026.

Pocono Township  
P - March 6, 13, 2026

KONGMENG YANG  
Notary Public  
State of Wisconsin

**BID DOCUMENT**  
**ADDENDUM TWO**

**TLC PARK PEDESTRIAN BRIDGE REPLACEMENT PROJECT**

**Pocono Township, Monroe County, Pennsylvania**  
**Project No. POCO-00172**

**ADDENDUM TWO**

**Date: March 31, 2026**

---

This Addendum shall supplement, amend, and become part of the Plans and Contract Documents for bidding of the **TLC PARK PEDESTRIAN BRIDGE REPLACEMENT PROJECT** in Pocono Township, Monroe County, Pennsylvania. All other conditions shall remain unchanged. The Contractors shall be responsible for informing all subcontractors of the contents of this Addendum.

All bids and construction contracts shall include the requirements stated herein. Work not specifically mentioned herein shall be as described in the original Contract Documents and Construction Drawings.

This addendum consists of two (2) pages of text and five (5) attachments as follows:

1. Example Photo – Pedestrian bridge crossing Pocono Creek, TLC Park
  2. Specification 0203 – Excavation
  3. Specification 0610 – Demolition
  4. Specification 1001 – Cast-in-Place Reinforced Concrete
  5. Construction Plans, last revised March 31, 2026
- 

**The following questions were submitted through PennBid:**

1. Question: Top of wall is shown as El 920.00 - Abutment detail on Sheet 4 shows 6'9" to bottom of footer - making BOF El 913.25. The grading contours show approximately El 914.5 as the finished grade in front of the proposed abutments. This would mean that BOF is roughly 15" below grade. This would seem incorrect and contradicts the note on the same detail "42" or local frost depth" --- Please review grades and provide BOF elevations, intended final grading in front of abutments and/or intended shoring or dewatering necessary to accommodate proposed excavation at BOF elevations.

**Answer: The top of abutment wall will sit 2-feet below the top of wingwall. The top of wingwall elevation is 920 and the top of abutment elevation is 918. We have included a photo of the existing pedestrian bridge crossing Pocono Creek, also within TLC Park, as a visual example. The proposed grading and Concrete Abutment Detail on Sheet 4 have been revised**

**accordingly.**

2. Question: How is demolition to be completed for the existing concrete piers and abutments without dewatering under the existing structure? The line delineating "existing edge of pond" on sheet 3 on the lower pond does not match Photo 2 on sheet 2. Please review the pond elevations and limits to provide direction as to how water is to be managed, as shown in Photo 2. Also, the "existing edge of pond" line varies from 910.25 to 911.75. Typically, water lines are level. Is this simply a site survey difference or is there intent to showing one side higher than the other (ex. wetlands, area to not be disturbed, etc).

**Answer: The Township will cut off the normal inflow of water to the upper pond so that there will be no anticipated flow over the spillway during construction. However, storm pipes do drain into the upper pond, and the contractor must be prepared to keep footing excavations dry during unforeseen storm events through the use of pumps if necessary. The water surface elevation was incorrectly superimposed over the contours and the plan has been revised. The lower pond surface elevation is normally 911.0 or less.**

#### **Clarification Items**

3. Specification 0203 for Excavation and Specification 1001 for Cast-in-Place Reinforced Concrete have been updated to include dewatering as an incidental to payment of Items 5 and 6.
4. Specification 0610 for Demolition has been updated to include dewatering as an incidental to payment of Items 3 and 4.

**END OF ADDENDUM TWO**

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## TECHNICAL SPECIFICATIONS

### Section 0203 - EXCAVATION

#### I. DESCRIPTION

This work will include the excavation required for the concrete abutments and wingwalls at locations shown on the Construction Plan, and any work necessary to bring the site to finished grade as shown on the Construction Plan.

#### II. CONSTRUCTION

The Contractor shall provide all tools, equipment and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.

Construction methods and materials outlined in the Pennsylvania Department of Transportation Publication 408, as last amended, shall be considered a part of these specifications, and shall be strictly followed.

- A. Drill and blast rock not removeable by other method, in a manner that completes the excavation as indicated on the Construction Plans, with the least disturbance of adjacent material. Do not blast within 5-feet of any foundation bearing elevation. Complete drilling and blasting and provide information describing pertinent blasting procedures pursuant to the Pennsylvania Department of Transportation's Publication 408, as last amended.
- B. Topsoil. Stockpile topsoil removed from the excavation or under embankment areas as specified by PennDOT Publication 408. Replace topsoil that is required on the project and wasted during excavation operations at no cost to the Township.
- C. Bracing and shoring. Where necessary, brace and shore sides of excavations. Remove bracing and showing when no longer required, unless otherwise directed.
- D. Suitable material required for embankment and backfill. Haul suitable excavated material for placement in embankment and for backfill. Replace suitable material that is required on the project and wasted during excavation operations at no additional cost to the Township.
- E. Unsuitable and surplus materials. Dispose of unsuitable and surplus material in suitable waste areas per PennDOT Publication 408.
- F. Stockpile of material. Remove and stockpile excavated material in approved areas.

## TECHNICAL SPECIFICATIONS

### Section 0610 – DEMOLITION

#### I. DESCRIPTION

This work is for sawcutting existing pavement, removal of existing pavement, and the removal of the concrete abutments, pier, deck, and walls, and steel railings as noted on the Construction Plans.

#### III. CONSTRUCTION

The Contractor shall provide all tools, equipment, and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.

Construction methods and materials outlined in the Pennsylvania Department of Transportation Publication 408, as last amended, shall be considered a part of these specifications, and shall be strictly followed.

All materials removed shall be disposed of as required by Local, State, and Federal regulations.

#### IV. MEASUREMENT AND PAYMENT

Payment of this item shall be made on the basis provided for below. This price shall be full compensation for the furnishing of all equipment, labor, tools, materials, and incidental or appurtenant items necessary to complete the item. Any improvements performed by the Contractor at the wrong elevations or locations shall be replaced in kind by the Contractor at the Contractor's expense.

All dewatering associated with demolition will be incidental to Items 3 and 4.

Payments will be made under:

Item 3	Sawcut and Remove Existing Asphalt Walkwy	Lump Sum
Item 4	Remove Existing Concrete Abutments, Concrete Pier, Concrete Bridge Deck, Concrete Walls, Paved Walkway, and Steel Railings	Lump Sum

END OF SECTION 0610

## TECHNICAL SPECIFICATIONS

### Section 1001- CAST-IN-PLACE REINFORCED CONCRETE

#### I. DESCRIPTION

This work shall consist of the placement of cast-in-place reinforced concrete abutments and wingwalls. This work shall be in accordance with the American Concrete Institute (ACI), the American Society for Testing and Materials (ASTM), the Concrete Reinforcing Steel Institute (CRSI) and the Pennsylvania Department of Transportation's (PADOT) Publication 408, as last amended, and as provided within the Construction Plans.

#### II. REFERENCES

- A. PADOT Publication 408 - Specifications, Section 1001 - Cement Concrete Structures and pertinent related sections referenced therein.
- B. PCA - Design and Control of Concrete Mixtures.
- C. ACI 308 - Recommended Practice for Curing Concrete.
- D. ACI 347 - Recommended Practice for Concrete Formwork.
- E. ACI 604 (306) - Recommended Practice for Hot Weather Concreting.
- F. ACI 605 (305) - Recommended Practice for Winter Concreting.
- G. ACI 614 (304) - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- H. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- I. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.

#### III. MATERIAL

All materials shall be in concurrence with Section 1001 of PennDOT Publication 408.

#### IV. CONSTRUCTION

The Contractor shall provide all tools, equipment and labor necessary for the completion of this work. All work shall be performed in a safe and workmanlike manner.

Construction methods and materials outlined in the Pennsylvania Department of Transportation Publication 408, as last amended, shall be considered a part of these specifications, and shall be strictly followed.

Construct concrete abutments and wing walls as shown on the Construction Drawings and per Section 1001.3 of PennDOT Publication 408.

V. MEASUREMENT AND PAYMENT

Payment for this item shall be considered incidental to the wearing course line item as described in the given Section. This price shall be full compensation for the furnishing of all equipment, labor, tools, materials, and incidental or appurtenant items necessary to complete the item. Any improvements performed by the Contractor at the wrong elevations or locations shall be replaced in kind by the Contractor at the Contractor's expense.

All excavation and dewatering associated with the construction of the concrete abutments and the concrete wingwalls will be incidental to Items 5 and 6.

Payment will be made under:

Item 5	Concrete Abutments	Each
Item 6	Concrete Wingwalls	Each

END OF SECTION 1001



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



**PROPOSAL**

**Account Information**

<b>Bill To:</b>	POCONO TOWNSHIP 112 TOWNSHIP DRIVE TANNERSVILLE PA USA 18372
<b>Quote Reference Number:</b>	1-1QSPAY5J
<b>Project Name:</b>	Network engine upgrade for metasys
<b>Site:</b>	MONROE COUNTY EMS BUILDING 205 OLD MILL RD TANNERSVILLE PA 18372
<b>Branch Info:</b>	JOHNSON CONTROLS WILKES-BARRE PA CB - 0N36
<b>Attn:</b>	Jarrold Belvin

**Customer Information**

**Name:** Jarrold 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 30% 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](http://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](http://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](http://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](http://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.

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2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 645

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### **Client Proposal**

Prepared by:

Evan McGeever

Office: 215-348-2900

Date: 03/31/2026





Prepared by: Evan McGeever  
03/31/2026

Fred Beans Ford of Doylestown | 876 North Easton Road Doylestown Pennsylvania |  
18902

2026 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 645

## Pricing Summary - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$51,535.00
Options		\$2,470.00
Colors		\$0.00
Upfitting		\$24,286.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,795.00
<b>Subtotal</b>		<b>\$81,086.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
PACD	PA COSTARS CONTRACT 025-E22-506	-\$9,969.00
<b>Total</b>		<b>\$71,117.00</b>

Customer Signature

Acceptance Date

# POCONO TOWNSHIP PARKS & RECREATION Pavilion Rental Request

Mailing Address: 112 Township Dr., Tannersville, PA 18372 | 104 Mount View Park Lane, Tannersville  
Pocono Township: (570)-629-1922 | [www.poconopa.gov](http://www.poconopa.gov)

### REQUEST TO UTILIZE:

- Pavilion #1 (max. 115 ppl)
- Pavilion #2 (max. 75 ppl)
- Pavilion #3 (max. 150 ppl, includes stage)
- Pavilion #4 (max. 115 ppl)

### For Office Use Only

Facility Assigned: \_\_\_\_\_  
 Payment Received/Amount: \_\_\_\_\_  
 Cash \_\_\_\_\_ Check # \_\_\_\_\_ Credit Card \_\_\_\_\_

Sophia McGauchie                      9-10-46                      MCG Club  
 Name (Person Responsible)                      Date of Birth                      Event Name on Sign

*Person Responsible is required to be on-site during the entire event. Please bring evidence of Pavilion Approval and ID.*

Non Profit: Monroe County Garden Club  
 Name and Description of Group/Organization (league, private party, corporation, non-profit, etc.)

703 Garden Court                      Pocoros Twp  
 Physical Address (Street, City, State, Zip)                      Municipality/Township

East Stroudsburg, Pa 18301                      purple462ptd.net  
 Mailing Address (if different from above)                      Email Address

Wed Aug 12 2026                      11 am - 3 pm                      40-50  
 Event Date                      Event Start/End Time                      Expected # Guests

Sophia McGauchie                      cell 732 397 0853                      purple462ptd.net  
 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: SM

Sophia McGauchie                      Board Member                      3/1/2026  
 Signature                      Position with Organization/Group                      Date

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

**Pocono Township Resident Fees:**  
 Private Party or Non-Profit (In Township)  
 Mon, Tues, Wed, Thurs - \$50/day (Any Pavilion)  
 Fri, Sat, Sun - \$100/day (Any Pavilion)

**Non-Resident Fees**  
 Private Party, Corporations, Business, or Non-Profit  
 Pavilion 2/4 - \$200/day  
 Pavilion 1/3 - \$300/day  
**Monday - Sunday**

3/5/24

Dear Jennifer,

This letter is to confirm

your conversation w/ Sophia  
McLaughlin request to waive

fee for Pavilion #1 for

August 12, 11 AM - 3 PM for the

Monroe County Garden Club.

Sincerely

Carol Ann, President  
Monroe County Garden Club

# POCONO TOWNSHIP PARKS & RECREATION

## Pavilion Rental Request

Mailing Address: 112 Township Dr., Tannersville, PA 18372 | 104 Mount View Park Lane, Tannersville  
Pocono Township: (570)-629-1922 | [www.poconopa.gov](http://www.poconopa.gov)

### REQUEST TO UTILIZE:

- Pavilion #1 (max. 115 ppl)
- Pavilion #2 (max. 75 ppl)
- Pavilion #3 (max. 150 ppl, includes stage)
- Pavilion #4 (max. 115 ppl)

### For Office Use Only

Facility Assigned: \_\_\_\_\_  
 Payment Received/Amount: \_\_\_\_\_  
 Cash \_\_\_\_ Check # \_\_\_\_ Credit Card \_\_\_\_

Kevin Kloiber      11/30/67      Pocono Mountain West Boys  
 Name (Person Responsible)      Date of Birth      Event Name on Sign      Wrestling

*Person Responsible is required to be on-site during the entire event. Please bring evidence of Pavilion Approval and ID.*      Picnic

Pocono Mountain West HS & JHS Boy's wrestling team PM School District      Banquet  
 Name and Description of Group/Organization (league, private-party, corporation, (non-profit), etc.)

181 Panther Lane Pocono Summit, PA 18346      Tobyhanna Twp  
 Physical Address (Street, City, State, Zip)      Municipality/Township

Mailing Address (if different from above)      Email Address

5/3/2026      12pm      75  
 Event Date      Event Start/End Time      Expected # Guests

Kevin Kloiber      Head wrestling coach - Boys      kkloiber@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: \_\_\_\_\_

Kevin Kloiber      Head wrestling coach - Boys      3-27-26  
 Signature      Position with Organization/Group      Date

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

**Pocono Township Resident Fees:**

Private Party or Non-Profit (In Township)

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

**Non-Resident Fees**

Private Party, Corporations, Business, or Non-Profit

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

**Monday - Sunday**

Pocono Township Representative Official Signature and Title      Date

Kevin Kloiber  
Head Boy's Wrestling Coach  
Pocono Mountain West High School  
Pocono Summit, PA 18346  
3/26/26

To the Pocono Township Parks and Recreation Department:

I work for the Pocono Mountain West Boy's Wrestling Team, and we are interested in using Mountain View Park's Pavilion #2 which is next to the Pavillion #3 for our team picnic/banquet on May 3rd, 2026. We will be having a picnic, playing games, and giving awards at our picnic/banquet for the 2025-2026 season.

I am writing this letter to ask for a fee waiver for using Pavilion #2, as we would greatly appreciate having our fee waived, considering we belong to the local school district. We would greatly appreciate the use of your facilities to celebrate, as we admire the park facility this spring.

Thank you for considering our proposal.

Sincerely,



Kevin Kloiber  
Head Wrestling Boy's Coach  
Science Teacher  
MS ED

# Parking Feedback

## PROFIT & LOSS MAY-SEPTEMBER 2025

### INCOME

367.200 · Recreation Prog. Services	<u>\$8,441.01</u>
<b>TOTAL INCOME</b>	<b><u>\$8,441.01</u></b>

### EXPENSE

452.390 · Recreation fees	\$329.80
454.220 - PARK OPERATING SUPPLIES	\$976.26
454.110 · Park Salary & Wage	<u>\$11,951.25</u>
<b>TOTAL EXPENSE</b>	<b><u>\$13,257.31</u></b>

**NET INCOME** **\$(4,816.30)**

### Pros

- Residents were happy with the paid parking system.
- Minimal pushback from the public overall.
- Provides a potential revenue stream to support park maintenance and events.
- Creates accountability and discourages people from trashing the parks.

### Cons

- Does not fully prevent people from parking at the bottom and walking up.
- Basketball players are not required to pay, creating inconsistency.
- May discourage some casual visitors from using the park.
- The only negative feedback from the public was that it had not been advertised enough beforehand.

Keep in mind, parking operations started later than originally planned due to staffing challenges. Additionally, on a few occasions, we experienced technical issues with the card machine.

**Eastern Monroe  
Public Library**

Hughes Main Library  
1002 North 9th Street  
Stroudsburg, PA 18360  
570-421-0800

Library of the Smithfields  
5200 Milford Road/Rt. 209  
East Stroudsburg, PA 18302  
570-223-1881

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

March 13, 2026

Dear Members of the Pocono Township Board of Commissioners,

We are writing to you in response to an email sent in February to Cheryl Brice, Director of Eastern Monroe Public Library, by an individual commissioner on behalf of Pocono Township residents.

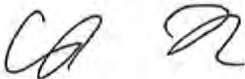
The email stated Monroe County has sent a letter of intent to lease the remaining space in your new municipal building. The email also asked if Eastern Monroe Public Library had interest in this space. We realized this inquiry could potentially influence a current issue before your board. We felt a reply to the Board of Commissioners as a whole was most appropriate.

The Board of Trustees of Eastern Monroe Public Library does not wish to interfere, impede nor hinder any progress or plans made between Pocono Township and Monroe County or any other governmental agency.

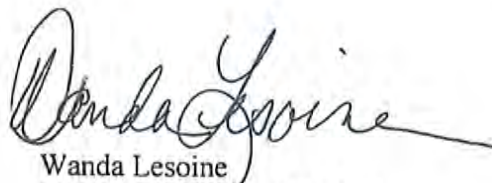
We believe the Library would be better suited in an environment reflective of a community center. Should such an opportunity arise, we would welcome a discussion with Pocono Township Commissioners.

We truly hope this letter helps your board move forward with your planning and development as a township.

Sincerely,



Cheryl Brice  
Library Director



Wanda Lesoine  
Board of Trustees, President

**POCONO TOWNSHIP PLAN STATUS**  
04/06/2026

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
<b>Sketch Plans</b>												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 Rt 0611 Apartments Land Development	Land Devt					8/5/2021			
1402		2230188R	Iroquois Ridge	Major Sub, Land Devt					6/22/2022			
1403		2230189R	Lands of D E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417	POCO-R1270	2330228R	Harmony Domes 310 Hallett 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 Scotrunk 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			
<b>Final Plans Under Consideration</b>												
<b>Preliminary Plans Under Consideration</b>												
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	3/9/2026		Extension to 5/17 rec'd 1/13
1387	POCO-R1030	2130161R	Alaska Petle's - 173 Camelback Road (4/10/23)	Land Devt	Prelim/Final	12/30/2026	12/14/2026	12/21/2026	4/27/2023	3/9/2026		Extension rec'd 10/14/25

POCONO TOWNSHIP PLAN STATUS

04/06/2026

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Land Development Waiver Applications Under Consideration												

**POCONO TOWNSHIP PLAN STATUS**  
04/06/2026

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<b>Pending BOC Decision</b>												
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 reord 2/24
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			N/A	
1454	POCO-R1410	-	596 Hearststone Circle (Momo) (3/16/26)	Lot Comb.	Final	6/14/2026	N/A	6/1/2026	4/1/2026		N/A	
<b>Special Exceptions, Conditional Use</b>												
<b>Pending Item List for Planning Commission</b>												
<b>Pending Item List for Board of Commissioners</b>												

POCONO TOWNSHIP PLAN STATUS  
04/06/2026

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 Approved/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
<b>CONDITIONAL PRELIMINARY APPROVAL</b>													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Devt	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Sladden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Devt	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Devt	Prelim/Final	9/7/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Preliminary	7/2/2025	Approval Rec. 6/9/25	Approval 7/7/25					
<b>PRD TENTATIVE PLAN APPROVAL</b>													
1388	POCO-R0690	2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Pending Rvw 11/17/23		Tentative Plan Approved 1/16/24					
<b>CONDITIONAL FINAL OR PRELIMINAL APPROVAL - NOT RECORDED</b>													
1341		1730043R	SAPA Poconos Hospitality	Land Devt	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 4/17/25				
1313		1730051R	Running Lane Hotel Land Devt (8/14/17)	Commercial Land Devt	Rev.Prelim/Final	11/11/2025	Recommended for Approval 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (8/10/24)	Land Devt/Lot Consolidation	Prelim/Final	9/16/2025	Recommended for Approval 6/9/25	Approved 9/15/25	9/15/2026	3/15/2026	6/15/2026		
1362		1930083R	Sanoff Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Devt	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	3/9/2026	Approval Rec. 10/14/25	Approved 11/3/25	11/3/2026	5/3/2026	8/3/2026		
1398	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 Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/18/2023				
1399		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	Approval Extended to 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 Devt	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25	6/16/2026	12/16/2025	3/16/2026		
1412	POCO-R0629	2330209R	GWL Employee Housing (4/19/23)	Land Devt	Final	8/4/2023	Conditional Approval 7/9/23	Conditional Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Ertle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/12/2025	Conditional Approval 4/8/24	Conditional Approval 5/6/24	Approval Extended to 5/6/2026	11/6/2025	2/6/2026		Extension Rec'd 6/16/25
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recommended for approval 1/13/25	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 Devt	Final	12/4/2025	Recommended for Approval 12/6/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
1445	POCO-R1180	-	Min. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	2/10/2026	Approval Rec. 1/12/26	Approved 2/17/26	2/17/2027	8/17/2026	11/17/2026		

POCONO TOWNSHIP PLAN STATUS  
04/06/2026

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1447	POCO-R1240	-	122 & 144 Paweda Hill (7/14/25)	Minor Subj/Consolid.	Final	8/13/2025	Approval 7/14/25	Approved 8/18/25	8/18/2026	2/19/2026	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. Sluiter Easement Relocation (Hilbilly Ac.) (10/6/25)	Rev. to Apprvd 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. End.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					

LAND DEVELOPMENT WAIVER DENIAL

POCO-R1020	-	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
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RECORDED

1277	POCO-R0627	13302768	Trapasso Hotel (1/24/22)	Land Devt.	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/2/2022	
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				9/29/2024	
1299			Sanofi Quality Control Buildings									2/19/2026	
1314			Sanofi Flu Building									2/19/2026	
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Devt.	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017				2/19/2026	
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Devt.	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017				2/19/2026	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Devt.	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt.	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/29/2024	

POCONO TOWNSHIP PLAN STATUS  
04/06/2026

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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	2130141R	CORE 5-Warner Road Warehouse (Final Plan) (11/10/25)	Land Devt	Final	10/30/2025	Approval Rec. 11/10/25	Approved 11/17/25				2/19/2026	
1374	1930089R	-	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec. 12/13/21	Conditional Approval Rec. 12/20/21				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (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
1375B	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
1375C	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25				3/4/2026	Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25				3/4/2026	Phase D
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim/Final	7/21/2021	Recommended Approval 6/28/21	Conditional Approval				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 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				3/2022	
1393	POCO-R0625	2230179R	Cherry Lane Devt Partners (Wiawa-Tannersville Inn) (8/9/21)	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	Lerson 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	2230165R	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				1/130/23	
1404	2230191R	-	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 2/6/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/6/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	Farcia 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	

POCONO TOWNSHIP PLAN STATUS  
04/06/2026

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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	Youngken Lot Consolidation	Lot Consolid.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/28/2024	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	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24				2/19/2026	
1431	POCO-R0810	-	Iroquois Ridge/Bacik Minor Subdivision (Sullivan Trail) (7/1/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24				1/17/2024	
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	-	Tenney - 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	-	Persiole Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	
1437	POCO-R0980	-	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 6/22/25				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 6/22/25				8/5/2025	

POCONO TOWNSHIP PLAN STATUS  
04/06/2026

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
<b>DENIED</b>													
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
	N/A	2030121R	Zitro & Ront Investments	Comm/Res Land Devt	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Denied 06/21/21					
1405	N/A	2230192R	Blessing (Munz) Subdivision (8/8/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Denied 10/17/22					
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	2/23/2024	Recommended Denial 2/9/25	BOC Denied 3/2/26					
<b>WITHDRAWN</b>													
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Devt	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Withdrawn as condition of new development nomination 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 (8/8/22)	Land Devt	Prelim/Final	9/26/2022							Application Withdrawn 6/13/25
1401	POCO-R0630	2330223R	611 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 Stadden Road Warehouse (8/8/22)	Land Devt	Prelim	10/6/2022							Application Withdrawn
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	8/15/2024							Application Withdrawn 4/30/25
1439	POCO-R1090	-	Summit Road Solar Array (8/9/25)	Land Devt	Prelim	12/6/2025					Denial Rec. 9/10/25		Application Withdrawn 10/17/25
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