



POCONO TOWNSHIP COMMISSIONERS
AGENDA

July 6, 2026 | 6:00 p.m.

205 Old Mill Rd, Tannersville, PA

Zoom Participation

<https://us06web.zoom.us/j/88642545532?pwd=gdUkgIBW3NYdUTRiBBTgoifrFRFY0W.1>

Meeting ID: 886 4254 5532

Passcode: 317450

Open Meeting

Pledge of Allegiance

Roll Call

Announcements –

The Board held an Executive session prior to this meeting to discuss legal matters.

A special meeting will take place on July 14th at 6 p.m. for interviews regarding the open seat on the Board of Commissioners.

Public Comment-

Public Comment Policy has changed.

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

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

Presentations

Hearings

Resolutions

Consent Agenda

- Motion to approve a consent agenda of the following items: **(Possible Action Item)**
 - Old business consisting of the minutes of the June 15, 2026 regular meeting of the Board of Commissioners.

- Financial transactions through July 6, 2026 as presented, including ratification of expenditures in the amount of \$707,865.51 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. Discussion: **(Action Items)**

NEW BUSINESS

- Motion to approve the purchase of a PC306 Cold Planer with 42 Gal. Water Tank that was included in this year's budget in the amount of \$22,000.00 (item is less than budgeted). **(Possible Action Item)**
- Motion to approve fixed annual Bioxide pricing at 3.16/gal with parts and service fee of \$1,100/mo., to include monitoring service, contract from Evoqua Water Technologies LLC. **(Possible Action Item)**
- Motion to approve the advertisement of the bids for the Bartonville Ave. and Stadden Road Sewer Extension project. **(Possible Action Item)**
- Motion to waive Pavillion #2 fees for Vision of a Better Tomorrow (nonprofit) **(Possible Action Item)**
- Motion to authorize the Township Solicitor to advertise for the MCTI rezoning hearing. **(Possible Action Item)**
- Motion to approve the monthly fee of \$20 for enrollment in the Positive Pay program as an added form of security for township banking. **(Possible Action Item)**
- Motion to accept the resignation of Commissioner Mike Velardi. **(Possible Action Item)**
- Motion to re-open the acceptance of candidates for the open alternate seat on the Planning Commission with a deadline of _____ to accept letters of interest & resumes in order to conduct interviews at the July 20th BOC meeting. **(Possible Action item)**

Personnel

Report of the President

Ellen Gnandt

Matt Long – Vice-Chairman

Commissioner Comments

Natasha Leap – Commissioner

Charles Keppler – Commissioner

Reports

Township Manager's Report –

Public Works/Sewer Report – Patrick Briegel

Police – Chief James Wagner

Zoning – SFM Consulting – Paul Morgan

Fire Department Report – Cory Sayer

Township Engineer Report – T&M Associates

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

Adjournment

**Pocono Township Board of Commissioners
Regular Meeting Minutes
June 15, 2026 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on June 15, 2026 and was opened by Chair Ellen Gndt at 6:02 p.m. followed by the Pledge of Allegiance.

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

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

Announcements

Ellen Gndt reminded everyone of the decorum policy.

Public Comment

Donna McMann – Resident – Voiced her concerns regarding the library tax.

Beata Babel - Resident – voiced her concerns about a short-term rental.

Jane King - Resident – questioned the status of Glennwood Hall.

John Fagliarone - Resident - questioned what zones allow STR's

Presentations

Pat Briegel, acting co-manager Presented service plaques to the following former members of the Planning Commission: Claire Learn and Joe Folsom.

- Time stamp: 6:14 - Mike Velardi made a motion, seconded by Matt Long, to advance Jordan Merring from an alternate to a full member with the Planning Commission effective immediately with a term to expire 12/31/29. All in favor. Motion carried.

Time stamp: 6:19 - Interviews for one member and two alternate members for the Planning Commission.

- Frank Riehle
- John L. Wallens

- Time Stamp: 6:25 - Mike Velardi made a motion, seconded by Charles Keppler, to appoint Frank Riehle as a member and, John L Wallens as alternate members to the Pocono Township Planning Commission to complete the current term with an expiration date of 1/2/2027. All in favor. Motion carried.

Time stamp: 6:26 - Lehigh Valley Health Network, Atty. S. Graham Simmons III – Golden Slipper Zoning Matter. Discussion took place among the board.

Resolutions

- Time stamp: 6:42 - Ellen Gndt made a motion, seconded by Mike Velardi, to approve Resolution 2026-23 Act 537 Update. All in favor. Motion carried.
- Time stamp: 6:43 – Mike Velardi made a motion, seconded by Natasha Leap, to approve Resolution 2026-24 Learn Road Condemnation of land for Right-of-way and Aerial Easement. All in favor. Motion carried.

Consent Agenda

- Time stamp: 6:44 – Ellen Gndt made a motion, seconded by Natsha Leap, to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the June 1, 2026 regular meeting of the Board of Commissioners.

Financial transactions through June 15, 2026 as presented, including ratification of expenditures in the amount of \$698,163.11 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. All in favor. Motion carried.

NEW BUSINESS

- Time stamp: 6:48 – Ellen Gndt made a motion, seconded by Mike Velardi, to nominate Brad Harrison for EMC and submit for the governor's appointment. All in favor. Motion carried.
- Time stamp: 6:49 – Natasha Leap made a motion, seconded by Ellen Gndt, to approve the sponsorship of two teams to attend the PMCOG Annual Fundraising Golf Tournament to support Monroe County Nonprofits. Discussion took place among the board. Roll call: Ellen Gndt, aye; Natasha Leap, aye; Mike Velardi, aye; Matt Long, aye; Charles Keppler, nay. Motion carried.
- Time stamp: 6:53 Mike Velardi made a motion, seconded by Matt Long, to waive Pavillion #4 fee's for NEPA 10-13 Club (Retired Law Enforcement) All in favor. Motion carried.
- Time stamp: 6:53 – Natasha Leap made a motion, seconded by Mike Velardi, to approve Pocono Logistics (an approved land development)Waiver request of Section of Subdivision & Land Development Ordinance: SALDO §390-59D (to use a stone pavement area in lieu of paving) as per the recommendation of the Planning Commission. Discussion took place. All in favor. Motion carried.
- Time stamp: 6:58 – Matt Long made a motion, seconded by Mike Velardi, to waive pavilion #1 fees for the Girl Scouts of PA. All in favor. Motion carried.
- Time stamp: 6:59 - Charles Keppler made a motion, seconded by Natasha Leap, to schedule a hearing on the updated Data Center Ordinance for July 20th. Discussion took place. All in favor. Motion carried.
- Time stamp: 7:01 – Charles Keppler made a motion, seconded by Ellen Gndt, to perform a speed study on Cherry Lane Church Road. A length discussion took place among the board and public. All in favor. Motion carried.
- Time stamp: 7:12 Ellen Gndt made a motion, seconded by Mike Velardi, to approve the construction escrow release #4 of Phase 2 – Lands of The Spirit of Swiftwater in the amount of \$35,198.85. All in favor. Motion carried.
- Time stamp: 7:13 – Mike Velardi made a motion, seconded by Ellen Gndt, to approve the conditional final plan for Phase 3 PRD - The Ridge. Discussion: Jim Pellegrini asked for clarification. All in favor. Motion carried.
- Time stamp: 7:16 – Charles Keppler made a motion, seconded by Ellen Gndt, to approve the AED Indemnification Agreement with the County Control Center reviewed by Township Solicitor. Pat Briegel commented regarding reaching out to our insurance provider. All in favor. Motion carried.
- Time stamp: 7:17 – Ellen Gndt made a motion, seconded by Natasha Leap, to approve the Sewer Rules and Regulations reviewed by Township Solicitor. Discussion took place among the board. All in favor. Motion carried.
- Time stamp: 7:21 – Ellen Gndt made a motion, seconded by Natasha Leap, to authorize the zoning office to investigate both 268 Laurel Lake Road and 3408 Route 715 in accordance with chapter 382 of the Township Code of Ordinance. Paul Morgan described the properties. All in favor. Motion carried.

Commissioner Comments

Ellen Gndt – President

Time stamp: 7:23 - Ellen asked for the board to allow for Leo and Pat to draw up the lease for the church to use our old building to store their stuff.

EAC meeting will be held June 18th from 6-7p.m. as advertised.
Park Board Meeting will be held June 23rd at 1p.m. as advertised.

Commissioner Comments

Natasha Leap – Commissioner

Mike Velardi – Commissioner – Time stamp: 7:25 - Mike read a statement regarding his opinion and disapproval of how township business has been conducted and tendered his resignation effective immediately.

Charles Keppler – Commissioner – Time stamp: 7:34 – Discussed the Library and finding a space for them here in Pocono Township in the future.

Matt Long – Vice-Chairman – Time stamp: 7:35 – Stated that the open seat would need to be advertised immediately. Leo DeVito explained the process. A special meeting will take place on July 14th at 6 p.m. for interviews with all letters of intent and resumes due by the end of the month.

Manager Report – Time stamp: 7:41 – **Pat Briegel** updated everyone on the implementation plan for FOG. The public will be notified on the process. Police departments lot has been repaved. TLC Bridge is moving along. The township received a request from WIC regarding the old admin. building. Charles Keppler asked if a speed study was done on Post Hill Road.

Police – James Wagner, Chief – Police report was distributed to the board earlier to include: 1257 calls, 28 criminal arrests, 17 summary arrests, 48 traffic accident investigations and 595 traffic contacts for the month.

Reports

Zoning Report-SFM Consulting – Paul Morgan informed the board of the 20 permits: 11 for zoning, 7 building, one well and one TDU that were issued by the zoning office. Zoning hearing coming up regarding side yard setback for inground pool. Charles Keppler ask Paul for an update on the dangerous structure in Pocono Manor. Paul Clarified for the public.

Township Engineer Report- Jon Tresslar – Learn Road trees have been address and moving slowly with regard to the roundabout. The original survey for Core5 was questioned by the developer. Jon has reached out to the surveying company to clarification on pin placement and property lines.

Township Solicitor Report-Leo V. DeVito – updated the board on Mr. Burns rezoning of some MCTI's lots. Title search was done to clarify questions. The original deed has no restrictions on the remaining lots that MCTI still owns. Leo advised that it be placed on the next agenda for consideration.

Adjournment –Ellen Gndt made a motion, seconded by Matt Long, to adjourn the meeting at 7:54 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Monday July 6, 2026

SUMMARY

Ratify

General Fund	\$	15,114.90
Payroll	\$	157,730.16
Sewer Operating	\$	4,896.90

Bill List

TOTAL General Fund	\$	245,749.70
TOTAL Sewer OPERATING Fund	\$	84,077.70
TOTAL Sewer CONSTRUCTION Fund	\$	147,346.82
TOTAL Capital Reserve Fund	\$	52,949.33
TOTAL EXPENDITURES	\$	707,865.51

POCONO TOWNSHIP CHECK LISTING

Monday July 6, 2026

General Fund

Payroll

General Expenditures

Date	TYPE	Vendor	Memo	Amount
06/22/2026	TRANSFER ADP		PAYROLL 6/8/26 - 6/21/26	\$ 157,730.16
			TOTAL PAYROLL	\$ 157,730.16

Date	Check	Vendor	Memo	Amount
06/12/2026	4124	PPL Electric Utilities	Traffic, Park Twp Drive, Old Mill Rd Lights	4,999.09
06/15/2026	4125	Fun & Fancy Faces	6/17/26 Face Painting for Concert in the Park	200.00
06/15/2026	4126	Swank Motion Pictures, Inc.	Hoppers Widescreen DVD	300.00
06/15/2026	4127	Suburban Propane	Fuel	6,133.78
06/16/2026	4128	Villani Rental Company	Bounce House Rentals (3) for Concert In The Pa	600.00
06/17/2026	4129	ADP, INC	Time & Attendance 4/30, 5/10, 5/11, 5/24, 6/7/20	1,474.83
06/25/2026	4130	Swank Motion Pictures, Inc.	The Lorax 7/11/26 Movie In The Park Event	300.00
06/25/2026	4131	Blue Ridge Communications	Kenny's Way Internet	54.95
06/25/2026	4132	PPL Electric Utilities	TLC Lighting	1,052.25
			TOTAL General Fund Bills	\$ 15,114.90

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
06/12/2026	1707	PPL Electric Utilities*	Sewer Lighting	4,132.82
06/15/2026	1708	BLUE RIDGE COMMUNICATIONS	PS 5 Phone	66.23
06/15/2026	1709	Verizon	Sewer SCADA System	36.76
06/25/2026	1710	BLUE RIDGE COMMUNICATIONS	PS 3&4 Phone	132.46
06/25/2026	1711	MET-ED	100 089 861 569	408.60
06/25/2026	1712	Verizon Wireless	Sewer Modems	120.03
			TOTAL Sewer Operating Fund	\$ 4,896.90

TOTAL General Fund

TOTAL Sewer Operating

TOTAL

\$	15,114.90
\$	4,896.90
\$	20,011.80
Authorized by:	
Transferred by:	

POCONO TOWNSHIP CHECK LISTING

Monday July 6, 2026

General Fund

Date	Check	Vendor	Memo	Amount
06/30/2026	4133	Ackerman, Rhonda	2025 Volunteer Tax Credit	439.98
06/30/2026	4134	AFLAC	Supplemental Insurance	293.74
06/30/2026	4135	AMERICAN UNITED LIFE INSURANCE CO.	GTL Insurance	3,243.19
06/30/2026	4136	Baransky, Preston	2025 Volunteer Tax Credit	679.22
06/30/2026	4137	Bartholomew, Mitchell O	2025 Volunteer Tax Credit	511.46
06/30/2026	4138	Bartonsville Printing	Envelopes	355.00
06/30/2026	4139	Best Auto Service & Tire Center	Police cars service	4,249.19
06/30/2026	4140	Blue Ridge Communications	TLC Internet	84.95
06/30/2026	4141	Brennan, James	2025 Volunteer Tax Credit	351.98
06/30/2026	4142	Broadhead Creek Regional Authority	Water	188.44
06/30/2026	4143	Bullis, Amy	2025 Volunteer Tax Credit	678.89
06/30/2026	4144	Cintas Corp.	Mats, Uniforms, Toiletries	2,151.06
06/30/2026	4145	Comacho, Alberto	2025 Volunteer Tax Credit	972.98
06/30/2026	4146	Cyphers Truck Parts	Truck parts	203.80
06/30/2026	4147	D'Amico's Auto Body Shop, Inc.	Police Unit 86 Repair	2,622.89
06/30/2026	4148	DES-CPR, Inc.	Yearly File Shredding	144.00
06/30/2026	4149	Eckert, Seamans, Cherin & Mellott, LLC	Matter 312715-00003 Amusement Tax	16,801.00
06/30/2026	4150	Folsom, Joseph	2025 Volunteer Tax Credit	385.04
06/30/2026	4151	Foster & Foster, Inc.	GASB 67/68 Prep	1,100.00
06/30/2026	4152	Fry's Plastic, LLC	Supplies	2,889.43
06/30/2026	4153	Furino Mech Contracting & Furino Fuels	Plumbing Tank Changed, Pressure Tank Repair	1,382.00
06/30/2026	4154	Gallagher, Peter	2025 Volunteer Tax Credit	595.66
06/30/2026	4155	Gotta Go Potties, Inc.	Park	1,215.00
06/30/2026	4156	Gupko, Robert	2025 Volunteer Tax Credit	494.86
06/30/2026	4157	H. M. Beers, Inc.	June 2026 SEO Services	4,300.00
06/30/2026	4158	Highway Equipment & Supply Co.	Filters; Cartridge; Cap; Element	370.39
06/30/2026	4159	J. P. Mascaro & Sons	Waste Removal June 2026	457.00
06/30/2026	4160	Johnson Controls Building Solutions, LLC	Old Mill Rd New Network Engine M4-SNE11002-0 Install	16,545.36
06/30/2026	4161	Kilby, Chad	2025 Volunteer Tax Credit	690.88
06/30/2026	4162	Kinsley Jr, Christopher	2025 Volunteer Tax Credit	768.57
06/30/2026	4163	Kinsley Sr, Christopher	2025 Volunteer Tax Credit	1,275.29
06/30/2026	4164	Kinsley, Robert W.	2025 Volunteer Tax Credit	1,144.60
06/30/2026	4165	Kresge, Alvin	2025 Volunteer Tax Credit	523.40
06/30/2026	4166	Kresge, Daniel	2025 Volunteer Tax Credit	757.03
06/30/2026	4167	Kresge, Thomas	2025 Volunteer Tax Credit	420.98
06/30/2026	4168	Layman, Paul	2025 Volunteer Tax Credit	708.76
06/30/2026	4169	Locust Ridge Quarry	9.5 0.3<3 E PG 64S-22 15%R WMA 102.18 tns	7,040.20
06/30/2026	4170	Loua, Julia	2025 Volunteer Tax Credit	339.43
06/30/2026	4171	Loysen, Jim	2025 Volunteer Tax Credit	599.84
06/30/2026	4172	Marshall Machinery, Inc.	5 Gal Oil	153.04
06/30/2026	4173	MAULA, MAURA	Yoga in the Park	100.00
06/30/2026	4174	MetLife - Non Uni. Pen. Plan	Pension	9,442.19
06/30/2026	4175	Moritz Embroidery Works, Inc.	Polos; Shirt; Vests; 1/2 Zip Hoodies; Women's Vests	853.66
06/30/2026	4176	Nationwide - 457	457 Plan Pay 13 2026	5,434.08
06/30/2026	4177	Nellegar, Mary	2025 Volunteer Tax Credit	503.70
06/30/2026	4178	Patriot Workwear	Police Body Armor	1,184.00
06/30/2026	4179	Pennsylvania Steel Company, Inc.	1/2 Hot Rolled Plate Steel for Tractor Repair	254.34

Sewer Operating FundSewer Construction FundPage 4 of 5

07/01/2026	1057	Pocono Township	Reimburse Sewer Op for CoStream 1/6/26 Invoice	8,170.00
07/01/2026	1058	T&M Associates	Engineering	103,156.82
TOTAL Sewer Construction Fund				<u>\$147,346.82</u>

Capital Reserve Fund

	Date	Check	Vendor	Memo	Amount
General Fund	07/01/2026	1181	FNB EQUIPMENT FINANCE		
	07/01/2026	1182	May Equipment	CAT Backhoe Loader Principal & Interest	33,840.92
	07/01/2026	1183	T&M Associates	Impact 3000 Hotwater Pressure Washer	8,050.00
				Engineering	11,058.41
Sewer Operating					
Sewer Construction Fund					
Capital Reserve					
TOTAL				TOTAL Capital Reserve Fund	\$52,949.33
				Authorized by: _____	
				Transferred by: _____	

**Cleveland
Brothers**



CLEVELAND BROTHERS EQUIPMENT CO. INC.
441 ROUTE 315 HWY
PITTSTON, PA USA

SALES QUOTATION

Quotation Number: CBEQUO-13405-V7K0W6
Quotation Date: 06/16/2026
Customer Contact: Patrick Briegel
Salesperson: Darryl L Gulvas
DLGulvas@clevelandbrothers.com
(570) 362-0091

Sold to: POCONO TOWNSHIP
205 OLD MILL RD
TANNERSVILLE, PA 18372
USA

Ship to: POCONO TOWNSHIP
205 OLD MILL RD
TANNERSVILLE, PA 18372
USA

NEW CAT PC306
PC306

22,000.00

- COLD PLANER, PC306, 42GAL TANK

AVAILABLE UNDER COSTARS STATE CONTRACT 4400028102 PARENT CONTRACT 4400027914

Notes: THANK YOU FOR THE OPPORTUNITY!!

Subtotal: 22,000.00
Estimated State & Local Taxes: 0.00
Total: **\$22,000.00**

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: All Quotations are subject to Credit Approval. Unless otherwise stated, the terms of sale are Net 10 days from invoice date.

LEAD TIME: To be determined at the time of order

ATTENTION: The terms and conditions on the face and reverse side of this quotation/offer to sell-including disclaimers of warranties, Disclaimers of Tort Liability, Limitation of remedies and exclusions of and any attachments incorporated herein constitute the terms, conditions and covenants of this Quotation/Offer to Sell.

TERMS AND CONDITIONS OF SALE AND SERVICES

1. Upon acceptance, these terms and conditions ("Terms") shall become part of the final written expression of agreement between Cleveland Brothers ("Seller") and Customer (the "Agreement"). These Terms are a material part of Seller's Quotation and Offer to Sell ("Quote"), or acknowledgment of any purchase or work order ("Acknowledgment") to which these Terms are attached. The Agreement formed by the Quote or Acknowledgment and these Terms constitutes the entire agreement between Seller and Customer as to the sale or service of or for any equipment, parts or other products or goods described in the Quote or Acknowledgment ("Equipment") and supersedes all previous communications, either verbal or written. The Agreement does not include the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. Customer, by signing this Agreement, accepts Seller's offer as expressed by the Quote or Acknowledgment and these Terms and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document concerning the Equipment also constitutes an unqualified acceptance of this offer notwithstanding terms and conditions in said order or other document to the contrary, and any reference herein to any order or other communication is only for the purpose of identifying the Equipment. This Agreement may be modified only through written approval of both parties. Notwithstanding the foregoing, Seller shall be entitled to unilaterally correct minor errors and omissions committed by Seller's employees while completing this Agreement, such as correction of details regarding sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name and similar subjects.

2. The Equipment may be subject to certain express warranties of the Equipment Manufacturer. Any Manufacturer's Warranty is provided solely by the manufacturer and Seller shall have no independent liability for any item covered by the Manufacturer's Warranty and the terms of any Manufacturer's Warranty shall supersede the terms set forth in this Agreement or any attachment. Customer, by entering into this Agreement, acknowledges that it has read, understands and accepts any applicable Manufacturer's Warranty. If there is no Manufacturer's Warranty applicable to the Equipment, then the Equipment is being sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated in the Quote or Acknowledgment document, in any other document provided by Seller modifying or providing for any warranty, or as stated below with respect to Equipment for which Seller is considered the manufacturer ("Seller Products"). Seller warrants Seller Products to be free from defects in materials and workmanship for a period of one hundred eighty (180) days from the date the Seller Products are delivered to Customer. Seller warrants that its services shall be free from defects in workmanship as follows: (a) Flat rate or quoted fixed price services are warranted for one hundred eighty (180) days from the date such services are completed; and (b) Time and material hourly services are warranted for ninety (90) days from the date such services are completed. If any Seller Product or services fail to conform to these warranties, Seller will, at a location of Seller's choice and during Seller's normal working hours, repair or replace any defective materials and workmanship if such defects are verified by the inspection of an authorized representative of Seller. Such repair or replacement will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Seller. Seller's warranty obligations are conditioned on the following:

A. Customer will at all times operate and maintain the Equipment in accordance with: (i) the instructions outlined in any Maintenance and Operation Instruction Manual furnished or made available at any time, including, but not limited to, a digital copy made available through electronic transmission or through a website identified in any manner, including a QR code affixed to the Equipment or otherwise communicated to Customer; and, (ii) all applicable federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act, current regulations and standards applicable under OSHA, and the Federal Coal Mine Health and Safety Act of 1969 (collectively "Laws"); and, B. Customer shall immediately discontinue use of the Equipment after a defect has been recognized by Customer. Any damage to the Equipment that results from Customer's continued use of the Equipment after a defect has been recognized by Customer is Customer's sole responsibility and Seller shall have no responsibility to repair or correct any damage that results from Customer's continued use of the Equipment after a defect has been recognized by Customer. Seller shall have no responsibility for any defect caused by or arising from the following: (A) failure to properly operate, misuse or abuse of any Equipment by Customer or third parties; (B) any casualty event not caused by Seller; (C) normal wear and tear; (D) repairs and modifications made without Seller's approval; and (E) Customer's failure to perform required service and/or maintenance on the Equipment. Customer shall be liable to Seller for all expenses incurred by Seller if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed or if Seller determines at any time that the service work is not covered under any warranty. Customer shall make payment for all Equipment and service work in accordance with the credit and payment policies of Seller that are in effect at the time the Equipment is sold or any service work is performed. Customer grants Seller the right to operate the Equipment for purposes of testing or inspecting the Equipment at Seller's or Customer's location.

SELLER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, IMPLIED AND STATUTORY, THAT ARE NOT STATED HEREIN.

3. Customer shall be solely responsible for all training and instructions provided to the Equipment operator, which shall include a driver of a Commercial Motor Vehicle, and releases Seller from any and all claims related to improper or inadequate training. Customer acknowledges that transportation and use of the Equipment may require Customer to comply with various Laws. Customer acknowledges that Seller has instructed Customer that the Equipment may require certain additional safety guards, electrical connections or components, accessories and other devices ("Additional Items") before it can be used in compliance with the dictates of applicable Laws. Customer hereby assumes the entire responsibility for installation of the required Additional Items as any applicable Law may dictate, notwithstanding that Seller may not provide such Additional Items with the Equipment. Customer hereby releases Seller and Seller's officers, agents and employees from any and all claims arising from any transportation or use of the Equipment in violation of the dictates of any applicable Law.

4. Customer specifically understands and agrees that Seller and its officers, agents and employees, shall not be liable in tort, whether based on negligence, strict liability, or any other theory of tort liability, for any action or failure to act in respect to the sale or service of the Equipment. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT SELLER AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY. Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Equipment, or breach of any term of this Agreement shall be a breach of contract action and not a tort action. CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, SHALL BE AVAILABLE TO IT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS OR DAMAGE (WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE) UNDER OR WITH RESPECT TO THIS AGREEMENT OR FROM ANY FAILURE OF PERFORMANCE RELATED HERETO REGARDLESS OF THE CAUSE, EXCEPT AS TO LIABILITY RELATED TO A THIRD PARTY CLAIM OR ARISING FROM A PARTY'S INTENTIONAL OR WILLFUL MISCONDUCT.

5. Prior to Customer's acceptance of the Quote, the price of the Equipment and/or services are subject to change without notice and the actual sales or service price shall be Seller's price in effect at the date of acceptance. If transportation charges are not included in the price of the Equipment or service as set forth in the Quote, the same shall be paid by Customer upon delivery. Transportation charges shall include witching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price set forth on the Quote or Acknowledgment, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Seller, Customer will reimburse Seller for the cost thereof forthwith upon demand by Seller. Notwithstanding the above, Customer shall be responsible for payment of any price increase implemented by the Equipment Manufacturer and charged to Seller after the date of the Agreement or any other increase in price associated with a new or increased tariff placed on the Equipment or any of its components.

6. The sale of the Equipment and performance of any services is subject to Seller's approval of Customer's credit and Seller reserves the right to restrict the sale to a cash sale or to specify all credit terms and the security to be given for the extension of credit. To the extent that the Equipment is sold on credit, Customer grants a security interest to Seller in the Equipment furnished hereunder until the agreed price has been fully paid. Customer shall sign such security documents and financing statements as required by Seller. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Seller is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Seller may deem necessary to perfect and continue the perfection of its purchase money security interest in the Equipment. If Customer fails to make payments in accordance with the agreed credit terms, Seller may at its election exercise all rights to recover all amounts owed and/or for repossession and other rights available to a secured party under the applicable laws.

7. Payment shall be due as set forth on the Quote or Acknowledgment, and if no payment terms are stated therein, then payment shall be due within thirty (30) days of the date of Seller's invoice. Customer shall pay interest at 1 ½% per month, but limited to the maximum rate permitted by law, on any amount due under this Agreement and unpaid from the date such amount is due until the date it is paid. Customer's obligation to make payment is absolute and unconditional, regardless of any set-off, counterclaim, defense or other right which Customer may have or claim against Seller.

8. All risk of loss or damage to the Equipment shall pass to Customer as of the delivery of the Equipment to Customer or Customer's carrier for shipment. Title to the Equipment shall remain in Seller and not pass to the Customer until all amounts due and owing under this Agreement have been paid.

9. Default by Customer shall occur: (i) upon the breach by Customer of any covenant or agreement of Customer contained in this Agreement; (ii) if bankruptcy, insolvency, receivership, liquidation or dissolution proceedings are instituted by or against Customer. Customer makes any assignment for the benefit of creditors. Customer is unable to pay its obligations as they become due, or Seller, in good faith, believes that the prospect of payment of any amounts due under this Agreement is impaired or Seller deems itself insecure; or (iii) if any Equipment is seized under legal process or becomes subject to a lien, claim or encumbrance asserted by or through Customer or any of its creditors, at any time prior to Customer paying all amounts due under this Agreement. Upon a Default by Customer, Seller, at its discretion, may take one or more of the following actions: (i) terminate this Agreement; or (ii) exercise any and all remedies available at law or in equity. In any proceeding by Seller to recover possession of Equipment, Seller shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

10. No provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by an instrument in writing signed by the waiving party. No waiver of any default, remedy or course of conduct shall operate as a waiver of any other prior or subsequent default, whether of the same or a different nature. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Customer agrees that any claims made by Customer shall be filed in the Court of Common Pleas or the United States District Court situated in Pennsylvania who maintain jurisdiction at the location from where the Equipment was delivered or services performed, or if such location is outside of Pennsylvania, in the closest Court of Common Pleas or the United States District Court situated in Pennsylvania to the location where the Equipment was delivered or services performed, which Courts shall have exclusive jurisdiction of all such claims. Customer shall not assert that such Courts lack personal jurisdiction over the Customer or request a transfer of venue from such Courts on the basis of improper venue or inconvenience. Customer consents to the transfer to such Courts, at Seller's request, of any claim, action or proceeding brought in any other court, forum or tribunal. Customer agrees that any claim whatsoever brought by Customer in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Customer shall be liable to Seller for all costs, including reasonable attorneys' and expert's fees, incurred by Seller as a result of any Default by Customer or otherwise incurred by Seller in enforcing this Agreement or successfully pursuing any legal action against Customer, whether at the trial court or appellate court level, and including any action to collect upon a judgment against Customer. If any provision of this Agreement is held invalid, the remainder of this Agreement will not be invalidated or affected thereby.

11. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively "Caterpillar") and Seller each collect, use, retain, disclose, and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar's and/or Seller's products or services. Caterpillar's Global Data Privacy Statement is available at <http://www.caterpillar.com/dataprivacy>. Seller's privacy statement is available at <https://www.clevelandbrothers.com/privacy-statement>. Customer agrees that Seller and Caterpillar may share or disclose said personal information with each other. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or Seller. Customer further acknowledges that other manufacturers and third parties with whom Seller has contracted (collectively "Other Third Parties") might also collect, use, retain, disclose, and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about their products or services. Customer agrees that Seller and these Other Third Parties may share or disclose said personal information with each other.

12. In the event any Equipment is equipped with Product Link, Customer understands data concerning the Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve Customer and to improve upon Caterpillar's products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer also consents to the presence, operation and functioning of any similar data transfer feature of any other equipment manufacturer or any type of telematic data communication system utilized with the Equipment.

13. If Customer is trading in any equipment, then Customer warrants and represents to Seller that it has good title to any equipment to be traded in and that at the time of transfer to Seller it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Seller harmless from any damage, loss, cost or expense, including reasonable attorneys' and expert's fees, caused by, arising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

14. The undersigned signing on behalf of Customer represents (i) that he or she is an officer, employee, agent or representative of Customer, authorized to enter into this Agreement on behalf of Customer, (ii) that Customer has the requisite company, corporate, or partnership power and authority to enter into and perform its obligations under this Agreement, and (iii) the execution and delivery of this Agreement, and performance of Customer's obligations hereunder, have been authorized by all necessary company, corporate, or partnership action and constitute valid and binding obligations of Customer, enforceable in accordance with their terms.

15. All notices hereunder shall be in writing; delivered by electronic mail, facsimile, commercial overnight or same-day delivery service with all delivery costs paid by sender, or by registered or certified mail with postage prepaid, return receipt requested, and addressed to Customer or Seller at its respective address indicated on the Quote or Acknowledgment.

Customer: _____

By: _____ Date: _____

Title _____

Manager's Signature: _____



Evoqua Water Technologies LLC
2650 Tallevast Road, Sarasota, FL 34243, USA
t +1 941 359-7940, f +1 941 359 7985
utilityservicesinbox@xylem.com, www.xylem.com

May 14, 2026

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

**RE: BIOXIDE® FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM
POCONO TOWNSHIP, PA – BRODHEAD CREEK REGIONAL AUTHORITY PA -
WATER TOWER INJECTION POINT AND HEADWORKS
Evoqua Quote No. Q260513TP01**

Dear Mr. Briegel:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

The price for BIOXIDE® for the coming year will be \$3.16 per gallon delivered. This price for deliveries will take effect May 12, 2026, and remain firm through May 11, 2027. The above price is for BIOXIDE® and includes Link2Site® access for your advanced dosing sites and availability of smaller straight trucks for chemical deliveries. Any applicable taxes due are not included

In addition, Evoqua would like to extend the current pricing of \$1,100 per month to maintain and optimize the Bioxide® feed system at the Brodhead Creek Regional Authority's Water Tower Injection Point (Valve Station 1). A long with monitoring the liquid phase sulfide levels at the ARV just prior to the Water Tower Injection Point and monitor the atmospheric sulfide levels at the Brodhead Creek Regional Authority WWTP Headworks. To ensure proper system operation and maintain the desired treatment goals, Evoqua would like to propose the on-going service program listed below. This contract term is from May 12, 2026 to May 11, 2027.

Services provided for this program would include six seasonal visits during the one-year period following contract acceptance, and shall include:

- Vapor phase monitoring for performance evaluation and feed adjustments
 - A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H₂S concentrations at the control point. Continuous atmospheric H₂S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H₂S concentration exceed a high level or average alarm set point.
- Liquid phase testing for performance evaluation and feed adjustments, to include sampling for:
 - Dissolved sulfide



- Residual nitrate
- pH
- Temperature
- Optimization of chemical feed rates based on seasonal conditions and vapor phase data
- Routine Maintenance of the Bioxide® feed system
- Repair/Replacement of normal wear components to include:
 - Diaphragms
 - Tubing and barb fittings
 - All *major* replacement parts, such as complete pumps, y-strainers control and calibration cabinet components will be replaced with your prior approval and will be invoiced following the respective visit.
- A report will be issued to Pocono Twp and Brodhead Regional each month noting the following:
 - Beginning feed rate in ml/min, gal/day
 - Adjusted feed rate in ml/min, gal/day
 - Vapor phase data
 - Listing of components replaced, repairs made (included every other month)
 - General condition of the feed and storage equipment and recommendations (included every other month)

Seasonal visits are important so that seasonal temperature changes and chemical demand changes in the wastewater may be accounted for. System optimization minimizes long periods of time where there may be overfeeding or underfeeding of chemical. It will also lead to cost savings and increased system performance over systems that are not monitored in this manner.

PRICE

Evoqua is pleased to offer the following price for services for a one-year period, effective May 12, 2026 to May 11, 2027. Pricing shall be subject to annual review following this initial period:

BIOXIDE®: **\$ 3.16 / gallon** – Price includes delivery, Prepaid (PPD)

Parts and Service Fee: **\$ 1,100 per month**

Remote Monitoring: **included in the service fee**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

If additional sampling/service visits outside the scope of this proposal are required at the request of Brodhead Regional, an additional invoice will be issued for **\$2,200** - equal to the cost of an unscheduled visit. Also, additional components outside the scope of regular service shall be invoiced at the time of services.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.



This price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Terms and Conditions are considered part of this proposal and shall prevail. Evoqua Water Technologies LLC is owned by Xylem and will be the contracting legal entity.

Evoqua reserves the right to add a temporary fuel surcharge during the term of this Agreement in response to increased fuel cost volatility, including fluctuations in oil prices, in accordance with Evoqua's standard pricing practices.

I hope this proposal meets with your approval and we look forward to working with you on this project. If you have any questions, please feel free to contact me at (302) 690-0805.

Sincerely,

Evoqua Water Technologies LLC

Tom Patton

Tom Patton
Technical Sales Representative

TP:kwm



**RE: BIOXIDE® FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM
POCONO TOWNSHIP, PA – BRODHEAD CREEK REGIONAL AUTHORITY PA - WATER
TOWER INJECTION POINT AND HEADWORKS
Evoqua Quote No. Q260513TP01**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTERMS 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority

to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. Export Compliance. All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. Anti-Kickback Statute – Discounts. It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. Federal Program Participation. Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

NOTICE TO BIDDERS

Online bids will be received by Pocono Township, Monroe County, for the **Bartonsville Avenue & Stadden Road Sewer Extension Projects** until 1:00 p.m. (prevailing time) on Wednesday, September 9, 2026. Bids will be publicly displayed on PennBid by 3:00 p.m. on Wednesday, September 9, 2026.

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 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 45 days from 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, July 29, 2026, at 10:00 AM, at Pocono Township, 205 Old Mill Road, Tannersville, PA 18372. All questions concerning the bid documents or the project in general should be submitted through PennBid no later than 5:00 p.m., Thursday, August 20, 2026.

Pocono Township
7/9, 7/16

BARTONSVILLE AVENUE & STADDEN ROAD
SEWER EXTENSION PROJECTS

POCONO TOWNSHIP, MONROE COUNTY
PROJECT NO. POCS-00036

PROJECT TIMELINE

- **07/09/2026 (Thurs.) BID ADVERTISEMENT #1**
- **07/16/2026 (Thurs.) BID ADVERTISEMENT #2**
- **07/29/2026 (Wed.) MANDATORY PREBID MEETING 10:00 AM AT
TOWNSHIP BUILDING (205 OLD MILL ROAD,
TANNERSVILLE, PA)**
- **08/20/2026 (Thurs.) CONTRACTOR'S QUESTIONS DUE BY 5:00 PM**
- **08/27/2026 (Thurs.) FINAL ADDENDUM (IF REQUIRED)**
- **09/02/2026 (Wed.) BIDS DUE AT 1:00 PM. BIDS WILL BE PUBLICLY
DISPLAYED BY 3:00 PM.**
- **09/08/2026 (Tues.) BID AWARD (ANTICIPATED)**
- **09/21/2026 (Mon.) NOTICE TO PROCEED (ANTICIPATED)**
- **01/19/2027 (Tues) SUBSTANTIAL COMPLETION – STADDEN ROAD
(120 DAYS)**
- **06/18/2027 (Fri.) SUBSTANTIAL COMPLETION – BARTONSVILLE
AVE. (270 DAYS)**
- **09/17/2027 (Fri.) FINAL COMPLETION**

POCONO TOWNSHIP PARKS & RECREATION
Pavilion Rental Request

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

REQUEST TO UTILIZE:

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

For Office Use Only

Facility Assigned: _____

Payment Received: Amount: _____

☐ Cash \$ _____ ☐ Check # _____

Shantele Burton

Name (person responsible)

02/01/1994

Date of Birth

Vision of a Better Tomorrow

Event Name on Sign

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

Vision of a Better Tomorrow Community Cook out (Non profit)

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

6024 Sarah St. Stroudsburg PA 18360

Physical Address (Street, City, State, Zip)

Borough of Stroudsburg

Municipality/Township

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

July 10, 2026

Event Date

Set up @ 2:30

5pm - 7pm

Event start & end time

(Park Hours 10am-8pm)

100

Expected guests (#)

Shantele Burton

Contact Name

570 884 2678

Contact Phone

Sburton@visionofabettertomorrowpa.org

Contact Email

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

[Signature]
Signature

Program Coordinator

Position with org/group

6/10/2026

Today's Date

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

Pocono Township Resident Fees:

Private Party or Non-Profit (In Twsp)

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

Non-Resident Fees:

Private Party, Corporations, Business, Non-Profit

Monday - Sunday

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

Pocono Township Representative, Official Signature and Title

Date



VISION OF A BETTER TOMORROW, INC.

June 10, 2026

Pocono Township Parks & Recreation
112 Township Drive
Tannersville, PA 18372

Subject: Request for Waiver of \$300 Pavilion Rental Fee

Dear Parks & Recreation Department,

On behalf of Vision of a Better Tomorrow, a 501(c)(3) nonprofit organization that provides support services to adults with intellectual disabilities, I am writing to respectfully request a waiver of the \$300 pavilion rental fee for our upcoming annual community cookout and dance event.

For the past four years, Vision of a Better Tomorrow has hosted a monthly dance that provides adults with disabilities and other members of the community an opportunity to socialize, build friendships, and engage in meaningful recreational activities. These events have become an important part of our community outreach and have allowed us to connect with and support many individuals who benefit from increased opportunities for social engagement, inclusion, and community involvement.

Each year during the warmer months, we host a special outdoor version of our monthly dance in the form of an annual cookout at a local park. This event brings together adults with disabilities, their families, caregivers, staff, and community members in a safe, welcoming, and inclusive environment. It is one of the highlights of the year for many of our participants and provides an opportunity to strengthen relationships and foster a true sense of belonging within our community.

As a nonprofit organization, we work diligently to maximize our resources so that we can continue providing meaningful programs and opportunities for those we serve. The \$300 pavilion rental fee represents funds that could otherwise be used directly toward food, entertainment, activities, and other supports that enhance the experience for our participants. A fee waiver would greatly assist us in continuing this valued community event while keeping it accessible to everyone who wishes to attend.

We appreciate Pocono Township's commitment to supporting community engagement and recreation opportunities for all residents. We respectfully ask that you consider waiving the



VISION OF A BETTER TOMORROW, INC.

pavilion rental fee and partnering with us in our mission to promote inclusion, friendship, and community connections for adults with intellectual disabilities.

Thank you for your time, consideration, and support. We would be grateful for the opportunity to discuss this request further and provide any additional information that may be helpful.

Sincerely,

Shantele Burton

Program Coordinator

Vision of a Better Tomorrow

570-884-2672

sburton@visionofabettertommorrowpa.org

POCONO TOWNSHIP PLAN STATUS
07/06/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/Deny	BOC Approval/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/28/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. <u>Preliminary</u> Approval 2/28/22	Cond. <u>Preliminary</u> Approval 3/7/22					
1368		2130146R	Stadden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Dev't	Preliminary	7/2/2025	Approval Rec. 6/9/25	Cond. <u>Preliminary</u> Approval 7/7/25					
PRD TENTATIVE PLAN APPROVAL													
1388	POCO-R0690	2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1341		1730043R	SAPA Poconos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 4/17/25				
1313				Commercial Land Dev't	Rev. Prelim/ Final	11/11/2025	Recommended for Approval 12/6/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
1360	POCO-R0740	1730051R	Running Lane Hotel Land Dev't (8/14/17)	Land Dev't/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		
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Land Dev't	Prelim/Final	3/9/2026	Approval Rec. 10/14/25	Approved 11/3/25	11/3/2026	5/3/2026	8/3/2026		
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	PRD	Final	12/1/2025	N/A	12/15/2025	12/15/2026	6/15/2026	9/15/2026		
1388	POCO-R0690	2130154R	Phase 1 - The Ridge PRD (10/21/25)	PRD	Final	6/11/2026	N/A	6/13/2026	6/13/2027	12/13/2026	3/13/2027		
1392	N/A	2130169R	Phase 3 - The Ridge PRD (5/4/26)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/18/2023				
1398		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	Approval Extended to 11/3/2026	5/3/2026	8/3/2026		Extension Received 11/3/25
4442	POCO-R0620	2330209R	GWL Employee Housing (4/40/23)	Land Dev't	Final	8/4/2023	Geneditinal Approval 7/10/23	Geneditinal Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Erle Development Wawa (10/10/23)	Land Dev't	Prelim/Final	8/12/2025	Conditional Approval 4/8/24	Conditional Approval 5/6/24	Approval Extended to 7/6/2026	44/6/2026	2/6/2026		60 Day Extension Rec'd 5/18/26
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Dev't	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 Dev't	Final	12/4/2025	Recommended for Approval 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		

POCONO TOWNSHIP PLAN STATUS
07/06/2026

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
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		
1446	POCO-R1250	-	Members First Federal CU (10/14/25)	Land Devt	Prelim/Final	4/9/2026	Approval 4/13/26	Approved 4/22/26	4/22/2027	10/22/2026	1/22/2027		
1449	POCO-R1290	-	Trapasso Route 611 Hotel - Rev. Final Plan (9/10/25)	Land Devt	Final	11/10/2025	Approval Rec. 11/10/25	Approved 11/17/25	11/17/2026	5/17/2026	8/17/2026		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. Encl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					
LAND DEVELOPMENT WAIVER DENIAL													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/20/22	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/26/2024	
1299			Sanofi Quality Control Buildings									2/19/2026	
1314			Sanofi Flu Building									2/19/2026	
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Devt	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017				2/19/2026	
1334	1130264R		Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Devt	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017				2/19/2026	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Devt	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	

POCONO TOWNSHIP PLAN STATUS
07/06/2026

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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				5/16/2024	
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				6/29/2023	
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				11/16/2023	
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25				3/4/2026	Phase A
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	4/8/2025	Recommended for approval 4/14/25	Approved 4/21/25				3/4/2026	Phase B
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25				3/4/2026	Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25				3/4/2026	Phase D
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/28/21	Conditional Approval 8/2/21				12/21/2022	
1383		2130157R	Sanofi Pasteur B-55 VDL2 Loading Dock Addition (8/9/21)	Commercial Land Devt	Prelim/Final	11/16/2021	Conditional Approval 11/22/21	Conditional Approval 12/6/21				2/19/2026	
1384	N/A	2130152	Barlonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/20/21	
1385	N/A	2130163R	Vassallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/2024	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/2023	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/20/22	
1393	POCO-R0625	2230179R	Cherry Lane Devt Partners (Wawa-Tannersville Inn) (8/8/21)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/2023	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/20/22	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/20/22	
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				12/20/22	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/2025	
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25				5/1/2026	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/2023	
1410	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/2023	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/2023	

POCONO TOWNSHIP PLAN STATUS
07/06/2026

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1418	N/A	2330231R	Fardis Realty SR 0715 (9/1/23)	Minor Sub.	Final	9/18/2023	Conditional Approval 10/10/23	Conditional Approval 10/18/23				10/31/2023	
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolid. (10/10/23)	Land Devt & Lot Consolid.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/18/24				10/30/2024	
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolid.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/2024	
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	-	Weir Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/3/24				10/28/2025	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/6/2025	
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24				2/19/2026	
1431	POCO-R0810	-	Iroquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/8)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24				11/7/2024	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/2024	
1433	POCO-R0920	-	Terrery - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/2024	
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				12/17/2025	
1435	POCO-R0960	-	Persoleo Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	
1437	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	6/5/2025	Conditional Approval 6/9/25	Conditional Approval 7/7/25				3/18/2026	
1438	POCO-R1040	-	Trap Hotel Event Center (1/13/25)	Land Devt	Prelim/Final	7/28/2025	Conditional Approval 5/12/25	Approved 6/2/25				3/4/2026	
1440	POCO-R1100	-	Defazio Lot Joinder - 5120 Laurel Loop (2/3/25)	Lot Comb.	Final	3/19/2025	N/A	Approved 4/7/25				4/9/2025	
1442	POCO-R1120	-	Mendez Lot Consolidation - 267 Laurel Lake Road (2/3/25)	Lot Comb.	Final	3/18/2025	N/A	Approved 4/7/25				7/22/2025	
1443	POCO-R1160	-	1512 & 1516 Shady Lane Lot Consolidation (4/7/25)	Lot Line Adjust.	Final	6/25/2025	N/A	Approved 7/7/25				7/22/2025	
1444	POCO-R1150	-	2054 Route 611 Minor Subdivision (4/14/25)	Minor Sub.	Final	6/12/2025	Conditional Approval 5/12/25	Approved 6/2/25				8/5/2025	
1447	POCO-R1240	-	122 & 144 Paweda Hill (7/14/25)	Minor Sub./ Consolid.	Final	8/13/2025	Approval 7/14/25	Approved 8/18/25				9/9/2025	
1450	POCO-R1320	-	Carl E. Slutter Easement Relocation (Hilbilly Ac.) (10/6/25)	Rev. to Aprvd Plan	Final	12/16/2025	N/A	Approved 2/2/26				5/18/2026	
1454	POCO-R1410	-	596 Hearstone Circle (Morro) (3/16/26)	Lot Comb.	Final	4/1/2026	N/A	Approved 4/22/26				5/6/2026	

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DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Dev't (08/13/13)	Commercial Land Dev't	Prelim	unknown date	Recommended Denial 5/24/21	BOC Denied 06/21/21					Appealed
	N/A	2030121R	Zitro & Roni Investments	Comm/Res Land Dev't	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 Dev't	Prelim	2/23/2024	Recommended Denial 2/9/26	BOC Denied 3/2/26					
WITHDRAWN													
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Dev't	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Withdrawn as condition of new development
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/28/21)	Minor Sub	Final	9/16/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Dev't	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025							Application Withdrawn 6/13/25
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Dev't	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Dev't	Prelim	8/15/2024							Application Withdrawn 4/30/25
1439	POCO-R1090	-	Summit Road Solar Array (6/9/25)	Land Dev't	Prelim	12/6/2025					Denial Rec. 9/10/25		Application Withdrawn 10/1/25
1451	POCO-R1340	-	3172 Rte. 715 - Shanti Dayal (11/10/25)	Land Dev't	Final	12/3/2025							Application Withdrawn 1/7/26
1453	POCO-R1360	-	Mt. Villa Resort (406 Cherry Lane Rd.) (11/10/25)	Land Dev't	Preliminary	12/8/2025							Application Withdrawn 1/12/26

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

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Land Development Waiver Applications Under Consideration												

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Pending BOC Decision												
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	11/16/2026	N/A	11/16/2026	3/11/2025		N/A	Extension to 11/16/26 recd 5/6/26
1453-A	POCO-R1360	-	Mountain Villa Resort (406 Cherry Lane Road) (4/6/26)	Lot Line Adjust.	Final	10/3/2026	N/A	9/21/2026	4/15/2026		N/A	90 Day Ext. Rec'd 6/15
1456	POCO-R1430	-	116 Matterhorn Rd. (Lockley) (7/6/26)	Lot Comb.	Final	10/4/2026	N/A	9/21/2026				
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												