



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

March 2, 2026 | 6:00 p.m.  
205 Old Mill Rd, Tannersville, PA

**Zoom Participation**

<https://us06web.zoom.us/j/81834064389>

**Meeting ID:** 818 3406 4389

**Passcode:** 788662

**Open Meeting**

**Pledge of Allegiance**

**Roll Call**

**Announcements –**

An executive session was held 2-19 & 3-2 (prior to this meeting) to discuss litigation & personnel

**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.*

**Correspondence**

**Presentations**

PFM Financial – Report on the Sewer

**Hearings**

EAC Ordinance –

- Motion to Open the hearing. **(Action Item)**
- Motion to close the hearing. **(Action Item)**
- Motion to \_\_\_\_\_ Ordinance No. 2026-02 Environmental Council Ordinance. **(Action Item)**

**Resolutions**

- Motion to approve Resolution 2026-12 (LDP 1414 – 135 Warner Road) denial for failure to respond to or address the deficiencies set forth in the engineering review letter dated 2/23/24. **(Action Item)**
- Motion to approve Resolution 2026-14 Pocono Township Board of Commissioners Meeting Decorum and Order Policy. **(Possible Action Item)**
- Motion to approve Resolution 2026-15 Pocono Township Board of Commissioners Meeting Minutes Policy. **(Possible Action Item)**
- Motion to approve Resolution 2026-16 Pocono Township Board of Commissioners Agenda Policy. **(Possible Action Item)**

**Consent Agenda**

- Motion to approve a consent agenda of the following items: **(Possible Action Item)**
  - Old business consisting of the minutes of the February 17, 2026 regular meeting of the Board of Commissioners.
  - Financial transactions through March 2, 2026 as presented, including ratification of expenditures in the amount of \$432,150.63 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. Discussion: **(Action Items)**

**NEW BUSINESS**

- Motion to approve Social Media Policy. **(Possible Action Item)**
- Motion to authorize Township Solicitor to advertise for hearing on the LERTA Repeal Ordinance. **(Possible Action Item)**
- Motion to authorize Township Solicitor to advertise for hearing on the FOG (Fats, Oils, and Grease) Ordinance. **(Possible Action Item)**
- Motion to authorize Township Solicitor to draft a resolution outlining the fee structure for the police cost Ordinance. **(Possible Action Item)**
- Motion to approve the waiver of fees on Pavilion #3 for Colonial IU 20 on May 14<sup>th</sup>. **(Possible Action Item)**
- Motion to purchase Kyocera TASKalfa MZ4001, as approved in the 2026 Capital Budget, in the amount of: \$11,560 **(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 have solicitor draft clarification of §390-58 Common open space, recreation areas and in-lieu of fees. **(Possible Action Item)**
- Motion to authorize President of the Board to sign the intermunicipal agreement with Hamilton Township for the purposes of LDP# 1401 **(Possible Action Item)**
- Motion to authorize Township Solicitor to advertise RE-Zoning hearing from R1 to R2. **(Possible Action Item)**
- Motion to authorize Township Solicitor to advertise Police Cost Recovery Ordinance. **(Possible Action Item)**

- **Personnel**

**Report of the President**

Ellen Gndt – Chair

- Social Media and Decorum Policy
- Discussion on bidding out the police wing vs. using public works for same. **(Possible Action Item)**
- Discussion on renting uniforms vs. purchase. **(Possible Action Item)**

**Matt Long** – Vice-Chair

- Environmental Advisory Council

**Commissioner Comments**

**Natasha Leap** – Commissioner

**Mike Velardi** – Commissioner

**Charles Keppler** – Commissioner

- Discussion of Aliver AED for TLC
- Discussion on the Park Board

**Reports**

**Zoning** – SFM Consulting

**Police** – Chief James Wagner (Second Meeting of Month)

**Fire** - Pocono Township Volunteer Fire Report

Events – Jennifer Gambino

- March 21 Movie in the conference room
- March 29 community Egg Hunt

**Township Manager’s Report** – Jerrod Belvin

- PennDOT Road Study Update
- Police Wing Update, drawings received
- Year End Recycling Update

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

- Public Works update
- Sewer Update

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

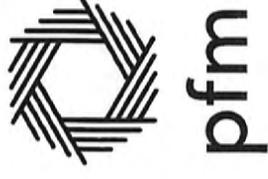
- Core 5 Update

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

- Sewer Business Update
- General legal update
- Leaf Recycling update

**Adjournment**

# Pocono Township

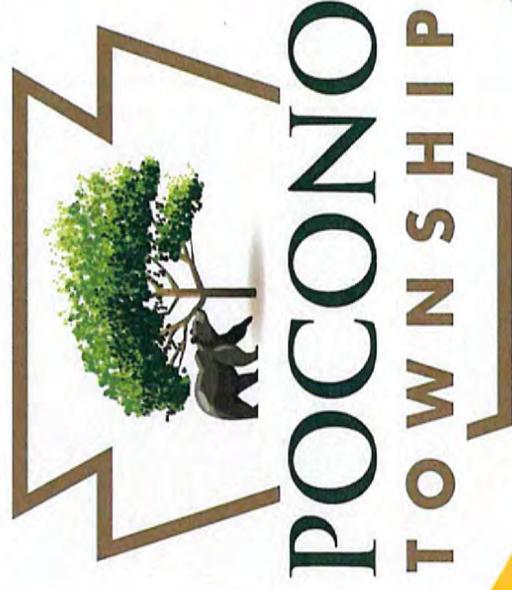


## Sewer Rate Projection Study

March 2, 2026

Prepared by:

**PFM Financial Advisors LLC**



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PFM Financial Advisors  
LLC

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100 Market Street  
Harrisburg, PA 17101

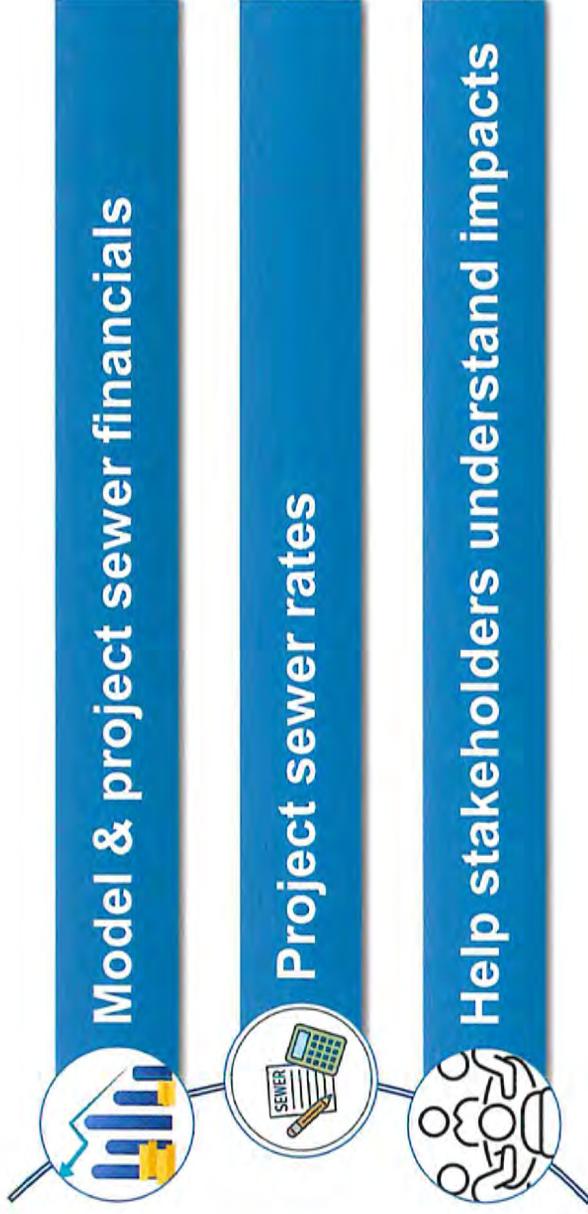
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717.231.6268  
pfm.com



## Introduction to Analysis

- The Township engaged PFM Financial Advisors to conduct a **sewer rate study**.
- These findings are provided for discussion and may be refined through continued collaboration with Township leadership prior to finalization.





# PFM's Approach



Initial Analysis



Developed Preliminary Findings



Collaborated with Township to Refine Preliminary Findings



Final Rate Plan & Report



# Executive Summary

## System Highlights

- The Township owns and operates a sewage collection and conveyance system and sends its flows to the Broadhead Creek Regional Authority (BCRA) for treatment.
- Strong financial position with a projected **580 Combined Days Cash on Hand** in the Sewer Funds.
- 2026 Budget shows a **surplus of \$580,280** and includes over \$900,000 of capital spending.
- ~\$7.8 million of debt. Pays off 2035.
  - 2026 debt service is ~\$1.1 million
  - Strong current Debt Service Coverage Ratio of 2.30X.
  - **New ~\$8 million 2026 PENNVEST** loan expected and included in projections for expansion of system.
- **3 large users which presents risk.**
- **Significant near-term customer growth** is expected, bringing large tapping fee revenues that provide a meaningful boost to the Sewer Fund balance.

## Major Modeling Assumptions

- Rate Structure – All customers pay a **monthly flat rate**.
  - A handful of customers are considered “low users” and pay half the regular rate.
- Inflation - assumed at 3%.
- Growth – 1,418 new EDUs added through 2036 (**35% total growth**).
  - Also increased operating expenses.
- Capital - **\$23 million** through 2036.
- Scenarios
  - PFM is presenting **2 scenarios**.
  - **Scenario 1:** Assumes all capital projects are funded on a **cash basis (no borrowings)**.
  - **Scenario 2:** Assumes the Authority issues debt (**PENNVEST loan**) to **finance the capital expenditures** planned in 2029/2030.

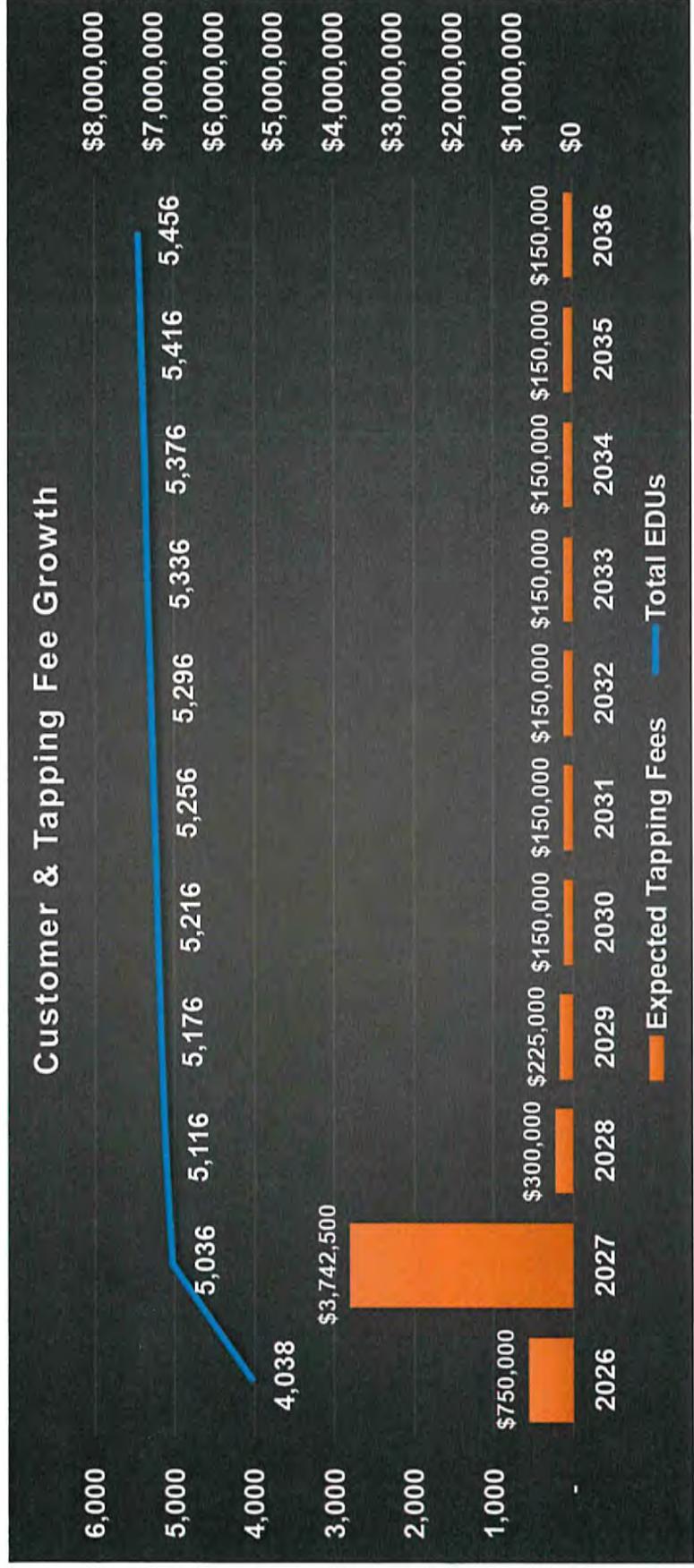
## Findings

- Summary of Findings – Based on the Sewer Fund’s strong financial position and continued expected customer growth, the **Township is planning gradual rate decreases over time**.
  - Under both scenarios, the **ending cash balance at the end of the projection period remains strong**.
  - **Scenario 2** finances the larger capital projects in 2029-2030, resulting in a **higher ending cash balance**, although **additional interest expense** would be incurred.
- Rate Decrease Considerations
  - The Township is approaching potential rate reductions cautiously to **avoid lowering rates now only to increase them again later**. If anticipated customer **growth does not occur**, premature reductions could **negatively impact financial stability**.
  - Accordingly, the Township is **conservatively planning two smaller, phased step-down decreases over time instead of all at once**.
- Rates Compared to Local Market – The Township’s sewer rates are **above the average but well below the maximum**.



## Customer Growth

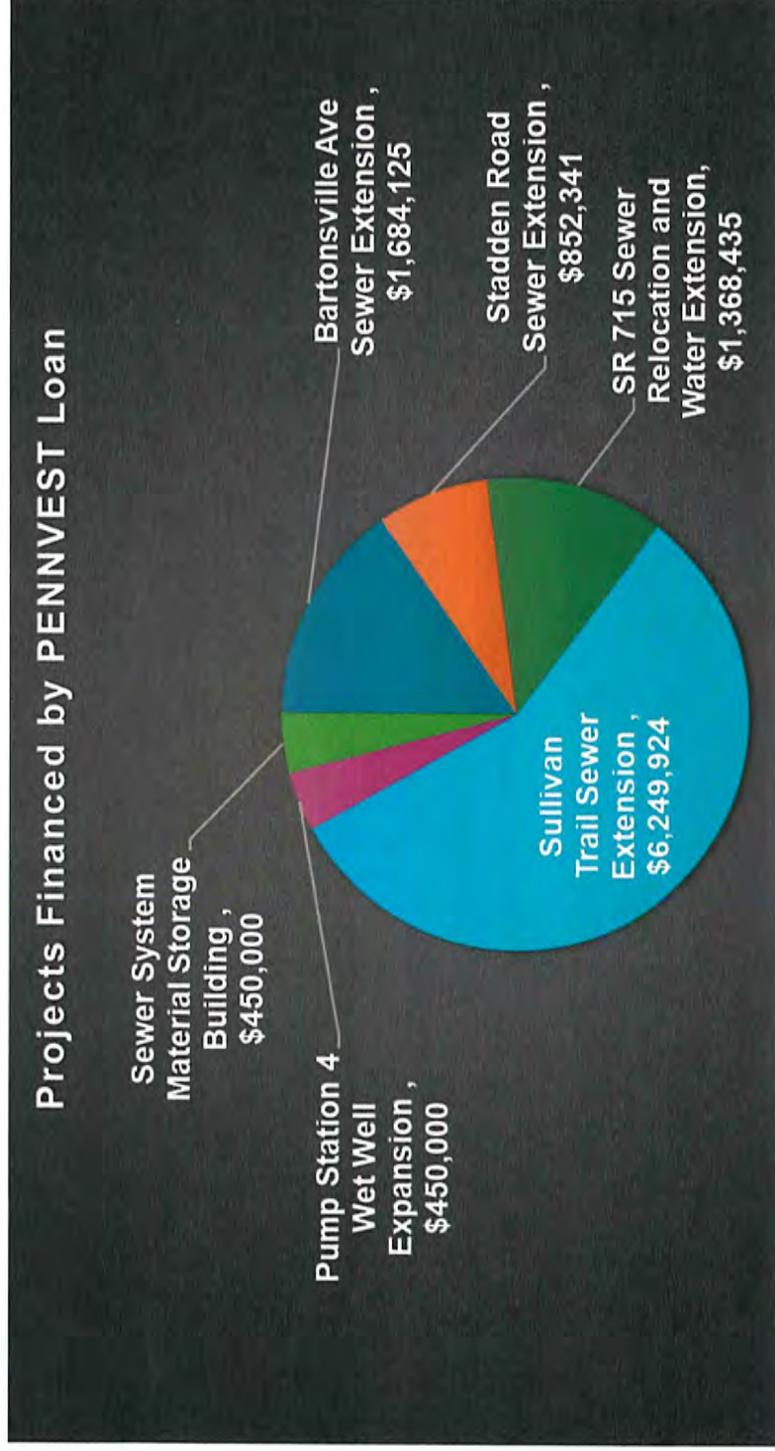
- While customer growth is expected each year, **2027 is a standout year**, with an expected 998 EDUs (note - pushed 2026 new EDUs back 1 year) added that generate one-time tapping fees of about **\$3.7 million**.
- User fee revenue also grows but is somewhat offset by rising treatment costs.





## 2026 PENNVEST Loan

- The projections assume a 2026 PENNVEST loan of approximately \$8 million, primarily to finance system expansion (see chart below). The remaining balance (approximately \$3 million) is expected to be funded with cash on hand.
- Adds approximately **\$457,000 of annual debt service (over 20 years)**.





## Current Sewer Rates

- The Township charges a **flat monthly sewer rate** (not based on water usage).
  - Based on 247 GPD/EDU. Water usage is one way of determining EDUs.

**\$82.50**

**\$41.25**

**Per Month**

**Per Month**



**3,982 Regular EDUs**



**56 Low use EDUs**





# Sewer System 2026 Budget – Base Financials

- PFM used the Township's 2026 **Sewer Budget** as its base financials.
- The Budget shows a **\$580,280 surplus**.
- Assuming that surplus, the combined Sewer Construction and Operating Funds are projected to end 2026 with **\$5.4 million in cash**, equal to approximately **580 Days Cash on Hand**.

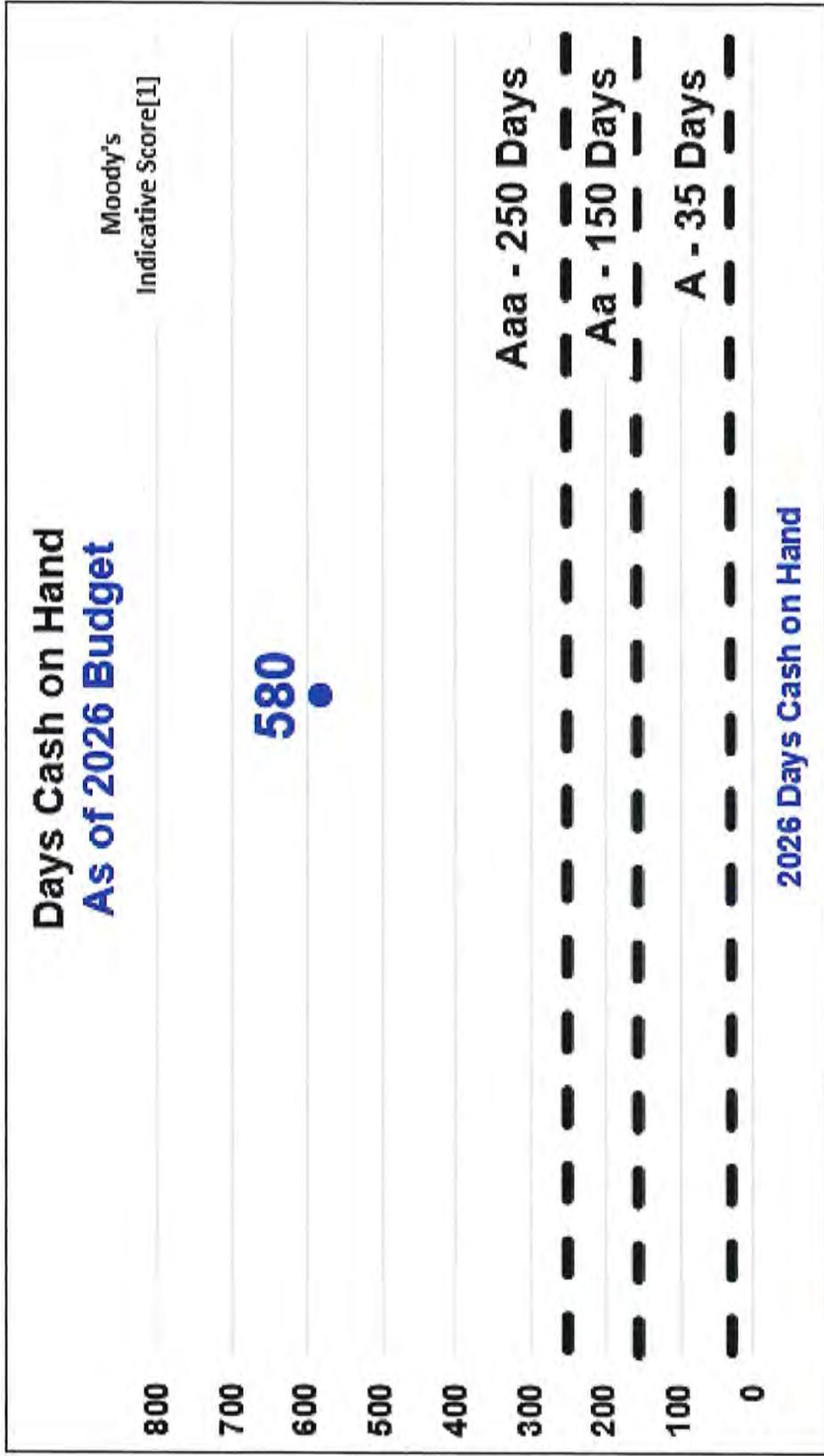
<b>2026 SEWER FUND BUDGET</b>	
	<b>No Rate Increase</b>
Total Operating Revenues	\$4,190,980
Tapping Fees	\$750,000
Total Operating Expenses	\$2,250,320
<b>Operating Surplus (Deficit)</b>	<b>\$2,690,660</b>
Paygo Capital Projects	\$941,500
Total Debt Service	\$1,168,879
<b>Surplus (Deficit)</b>	<b>\$580,280</b>
<b>Fund Balance</b>	<b>\$5,433,111</b>
<b>Days Cash on Hand</b>	<b>580</b>

Days Cash on Hand is a financial metric that measures how many days a utility can cover its operating expenses using only its available cash. It's a way to assess liquidity and the ability to meet financial obligations.



# Fund Balance (Days Cash) Rating Score Categories

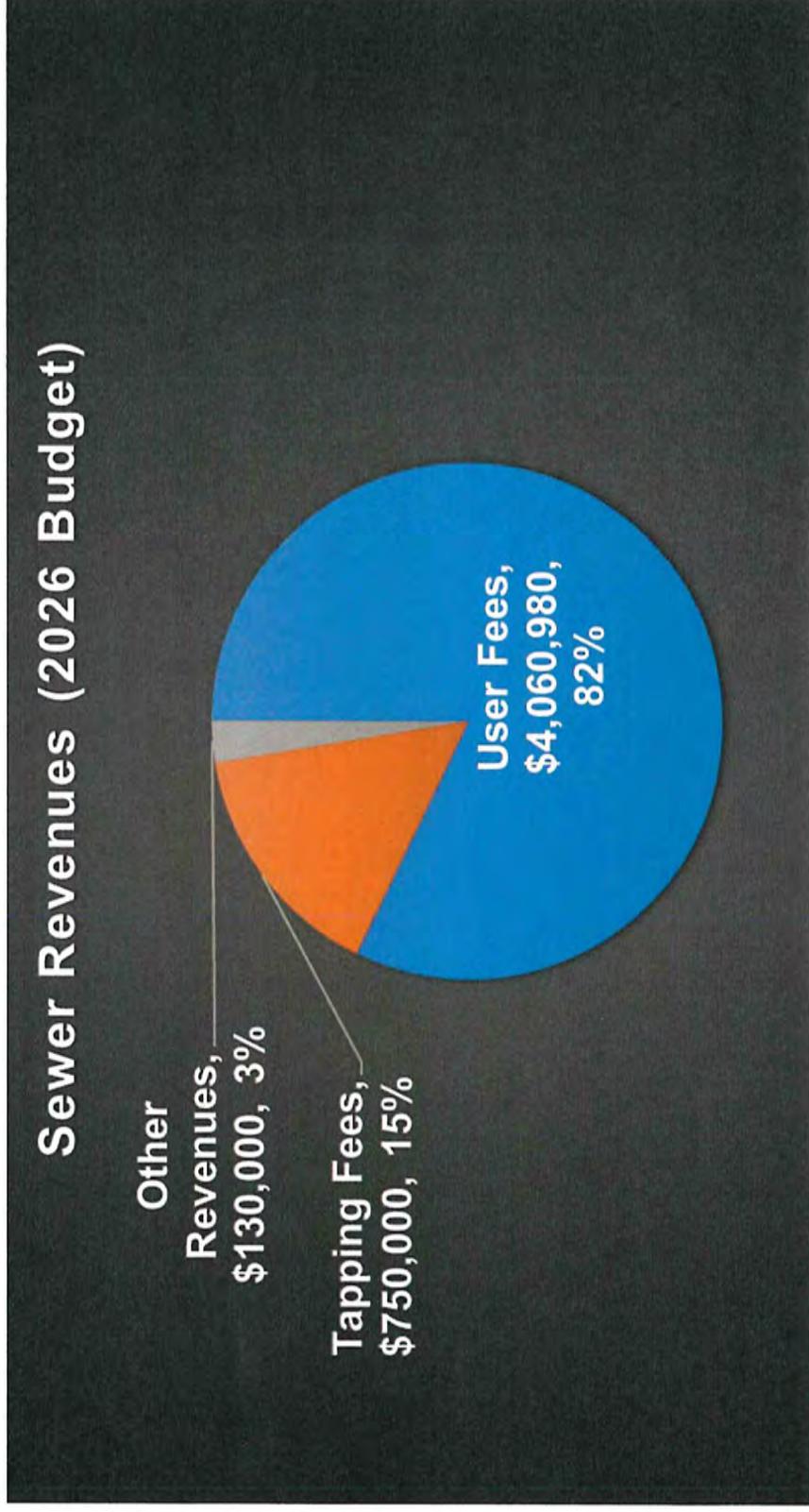
- The 2026 Budget projects the Sewer Fund will have **580 Days Cash on Hand** as of 12/31/2026, which is well above Moody's highest Aaa score category (over 250 days).





## Sewer Revenues (2026 Budget)

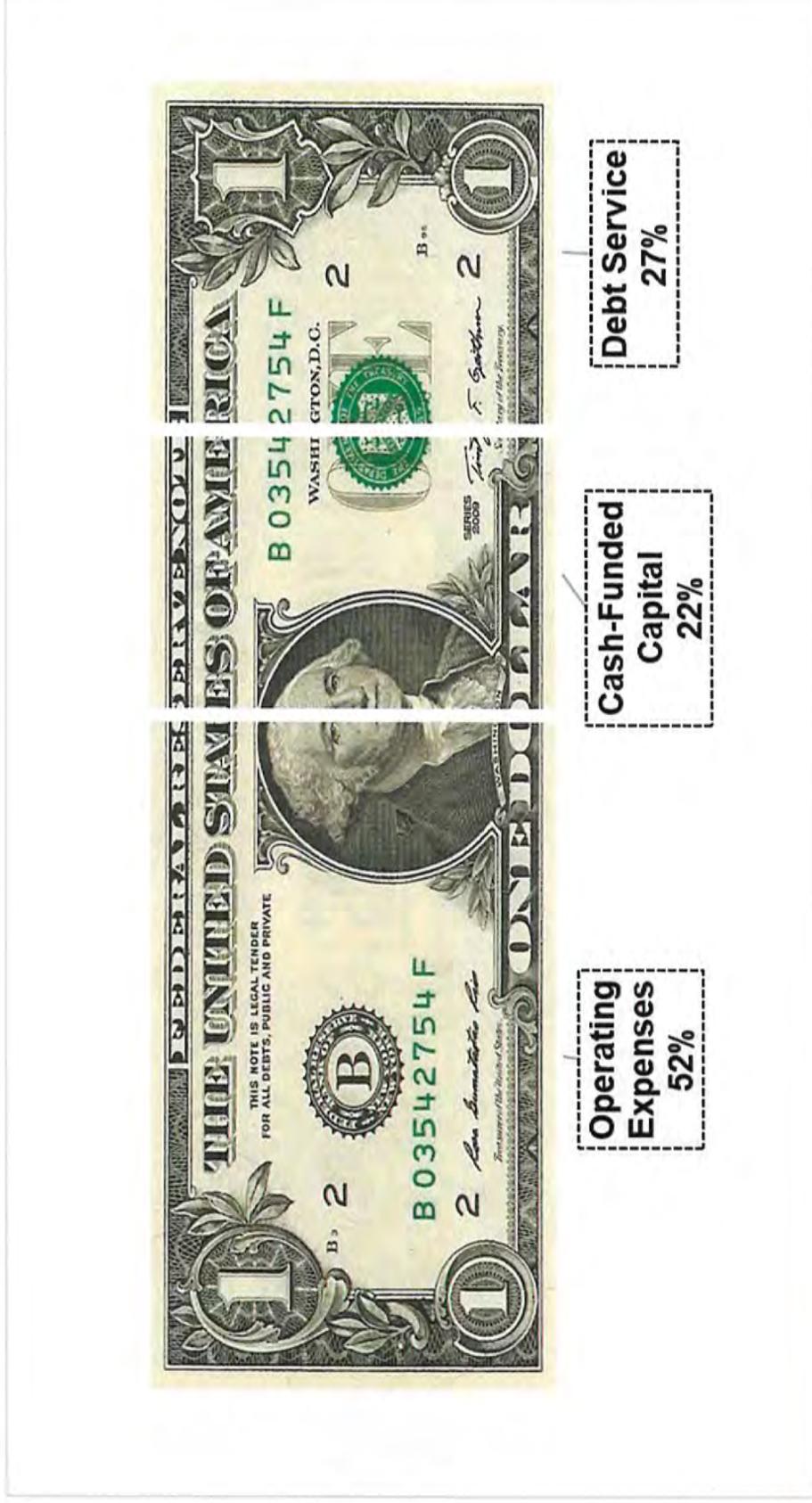
- Sewer revenues are primarily driven by user fees (82%), with tapping fees providing a meaningful secondary funding source (15%) and minimal reliance on other revenues (3%).

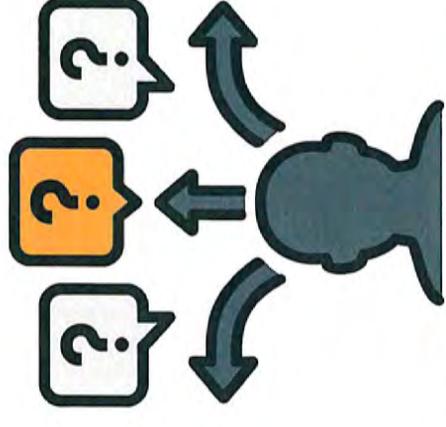




## Where Does a Customer's Dollar Go? (2026 Budget)

- Just over half of each dollar goes to day-to-day operations.
- A large portion (22%) is being reinvested into the system.





# SCENARIOS

## Scenario Analysis

### Scenario 1

- Step-Down Rate Decreases
- No Borrowings for Capital Except 2026 PENNVEST Loan
- Future Capital Cash Funded

### Scenario 2

- Step-Down Rate Decreases
- Borrow for Large Capital Spend in 2029/2030 (Assumes PENNVEST Loan)



# Sewer Capital Plan Scenarios

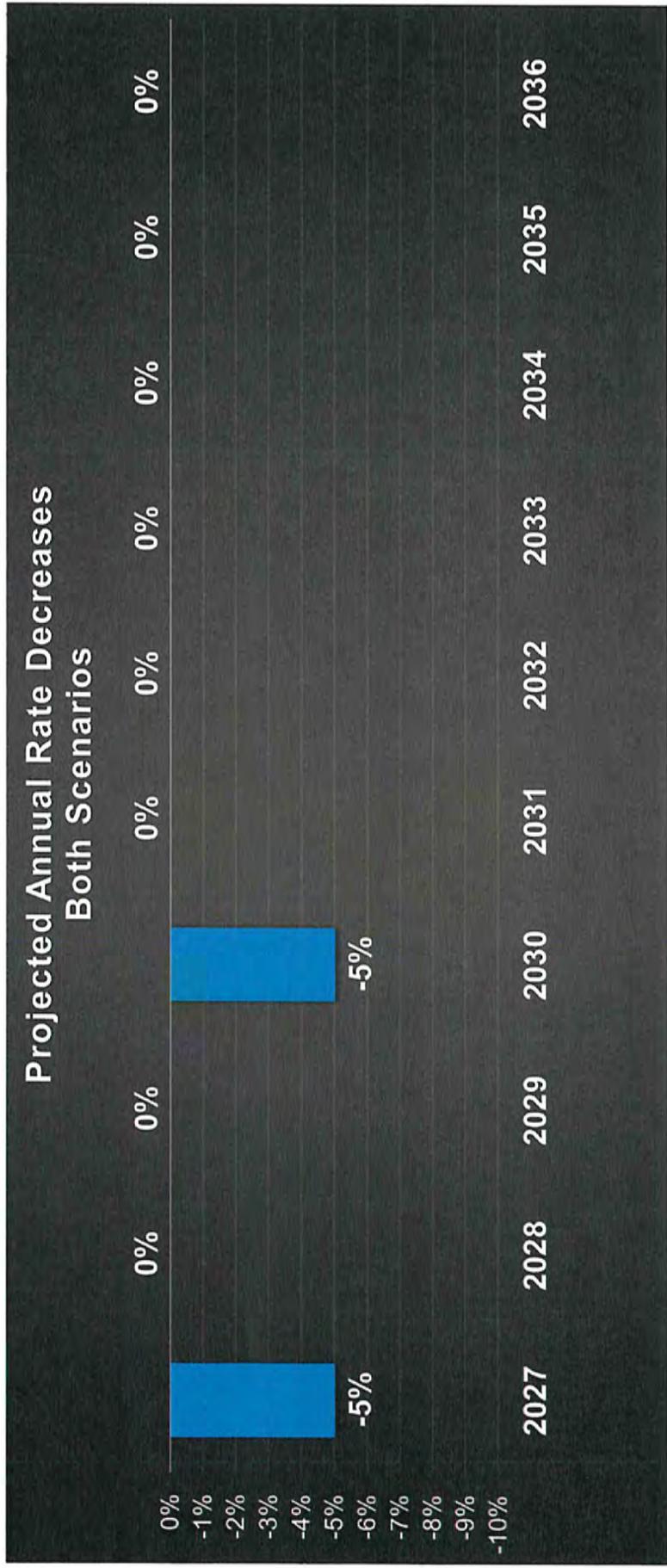


Note - The projections shown above are estimated and subject to material change.



# Step-Down Rate Decrease Plan

Two phased 5% rate decreases are projected (2027 and 2030), with rates held flat in all other years through 2036.

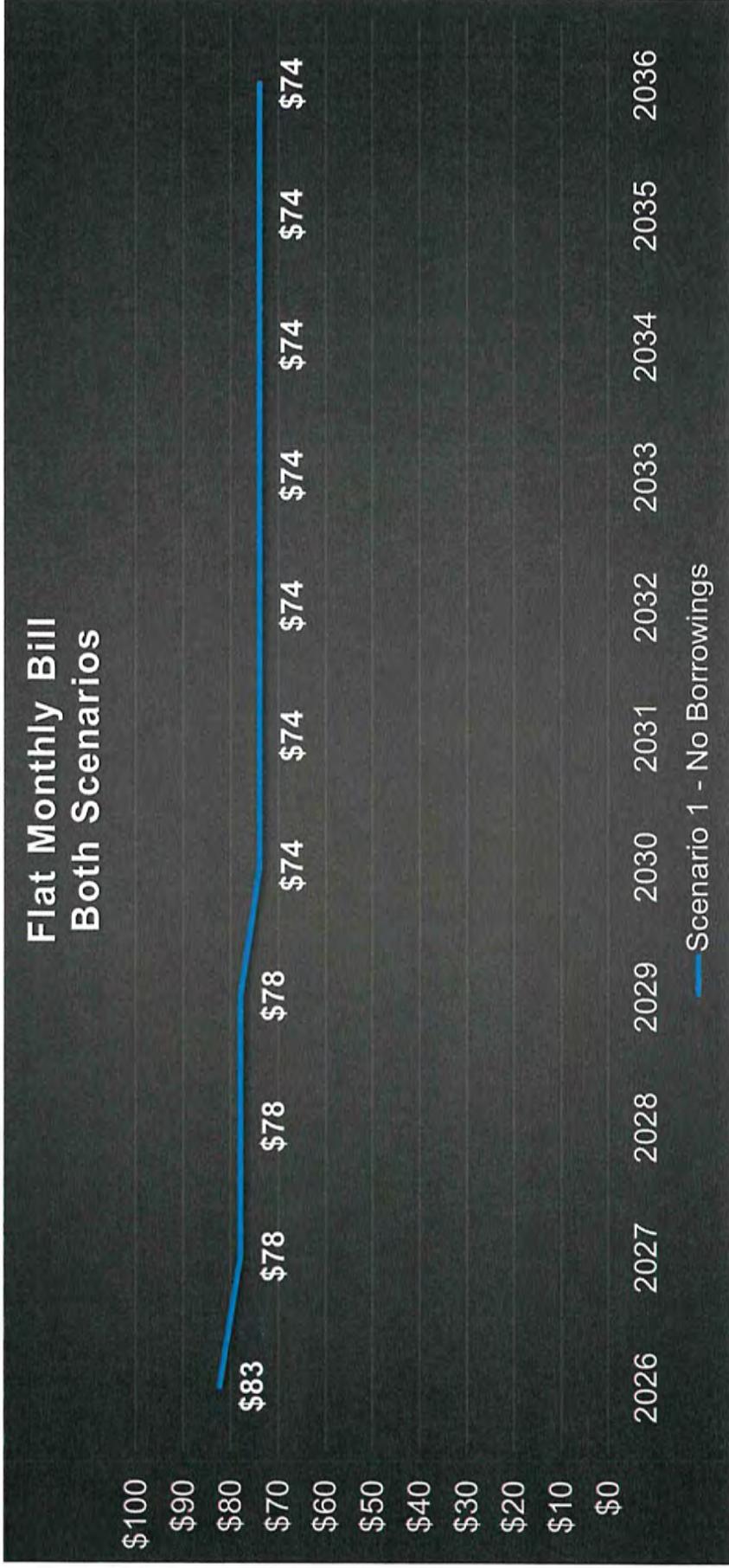


Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



## Projected Monthly Flat Rate

- Bills decrease in two phased step-downs (2027 and 2030), then remain stable through the remainder of the projection period.

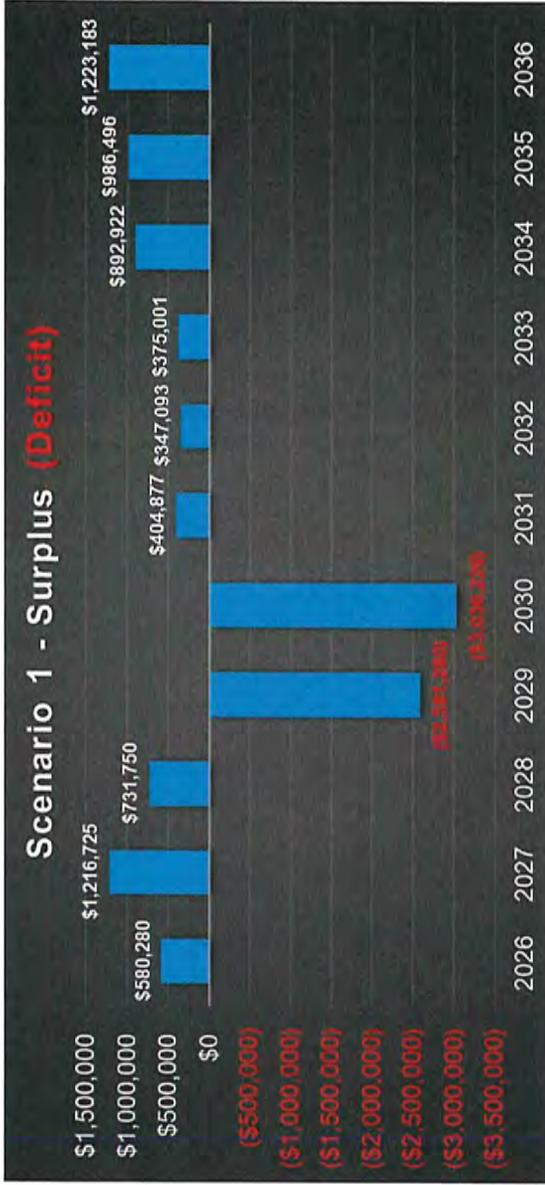


Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



# Projected Annual Surplus (Deficit)

- Scenario 1: Large 2029-2030 deficits, then stronger surpluses due to no additional debt service.
- Scenario 2: Smaller deficits and smoother results, but lower ending surplus due to additional debt service.



Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



## Projected Fund Balance Under Various Scenarios

- Borrowing (Scenario 2) keeps cash stable and ends ~\$4.6M higher by 2036, while Scenario 1 drops from large pay-go spending in 2029–2030 and then recovers.

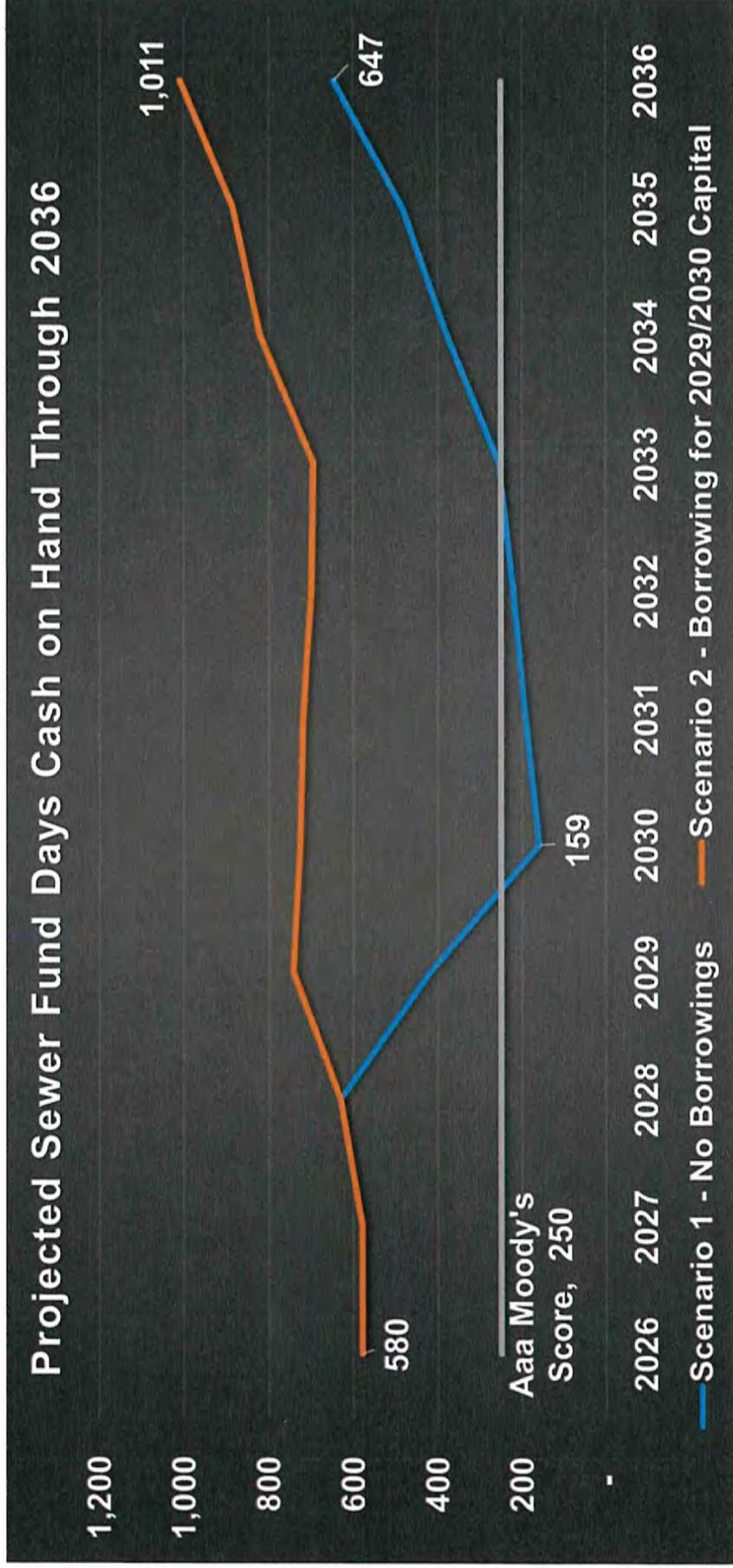


Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



## Projected Days Cash on Hand Under Various Scenarios

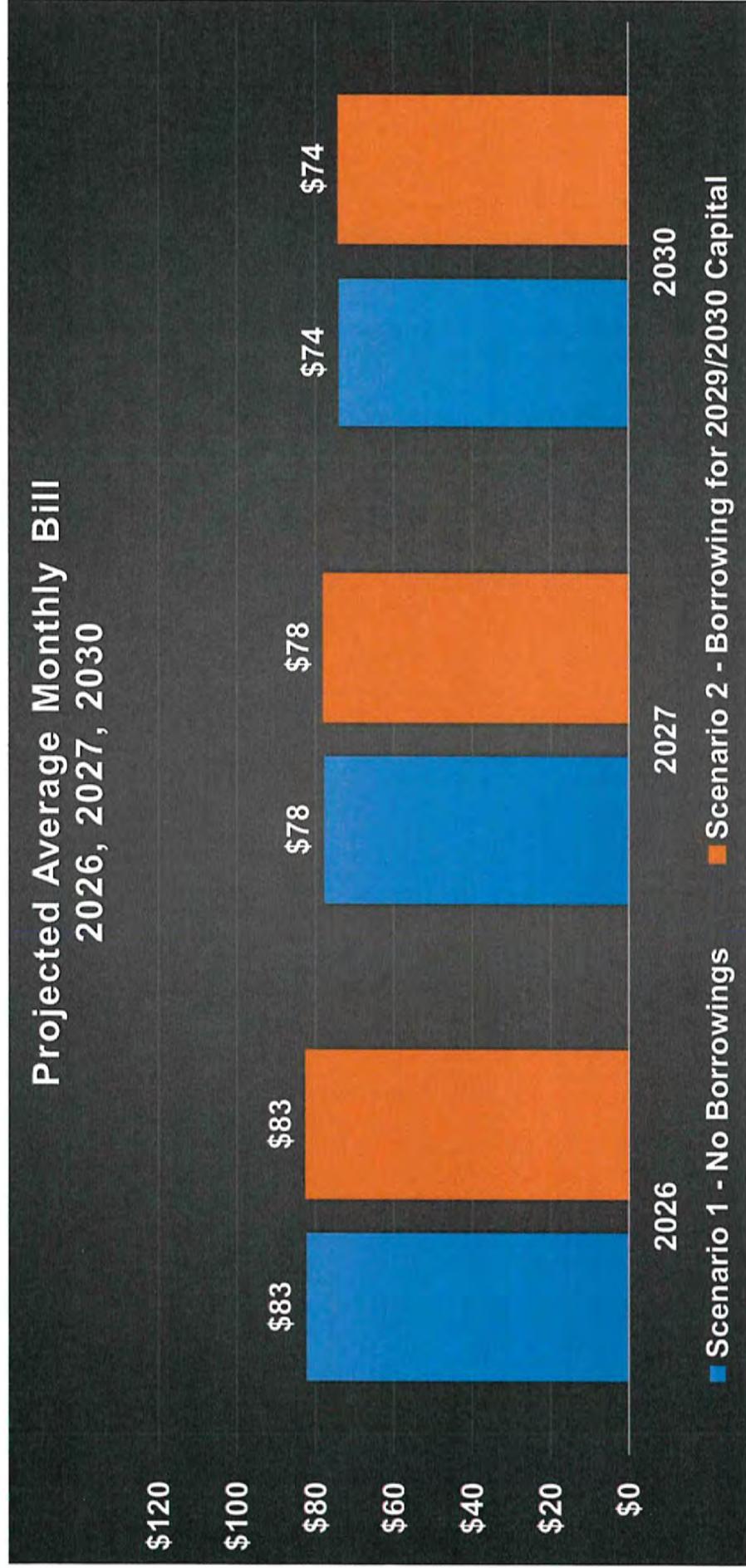
- Borrowing maintains strong liquidity (well above 250 days), while pay-go temporarily drops below benchmark before recovering.



Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



# Projected Average Monthly Bill in 2026, 2027, & 2030



Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results.



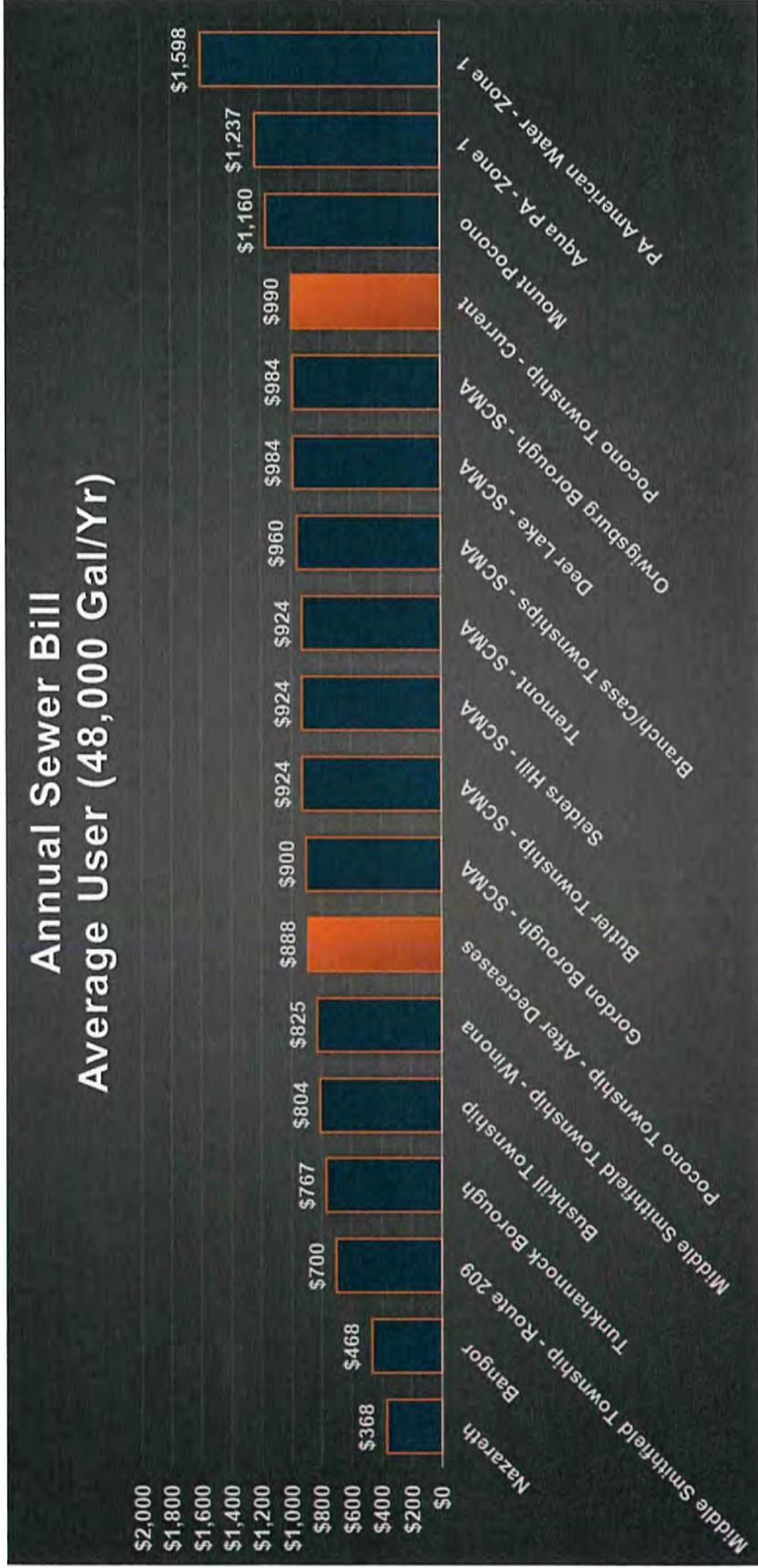
# Sewer Rate Comparison





## Local Comparison of Township's Sewer Bill

- Pocono Township's current annual sewer bill (~\$990) is at the upper end of municipal peers but remains well below private utility providers in the region.
  - After the proposed rate decrease, the Township would fall to the lower-to-middle range among municipal comparables.



Note – All bills are calculated using public information that cannot be confirmed by PFM. All annual bills shown assume 48,000 gallons/year of usage. The ranking and averages of other usage amounts may differ.



# Backup Summary of Financial/Rate Projections

# SCENARIO 1

## No Borrowings for Capital Except 2026 PENNVEST Loan

	Budget 2026	Proj. 2027	Proj. 2028	Proj. 2029	Proj. 2030	Proj. 2031	Proj. 2032	Proj. 2033	Proj. 2034	Proj. 2035	Proj. 2036
Regular EDUs	3,982	4,980	5,060	5,120	5,160	5,200	5,240	5,280	5,320	5,360	5,400
Low Use EDUs (Half)	56	56	56	56	56	56	56	56	56	56	56
Ending Total EDU Count	4,038	5,036	5,116	5,176	5,216	5,256	5,296	5,336	5,376	5,416	5,456
<b>Monthly Bill - Full User</b>	<b>\$82.50</b>	<b>\$78</b>	<b>\$78</b>	<b>\$78</b>	<b>\$74</b>	<b>\$74</b>	<b>\$74</b>	<b>\$74</b>	<b>\$74</b>	<b>\$74</b>	<b>\$74</b>
Est. Annual Rate Increase (Decrease)		-5%	0%	0%	-5%	0%	0%	0%	0%	0%	0%
<b>Monthly Bill - Low User</b>	<b>\$41.25</b>	<b>\$39</b>	<b>\$39</b>	<b>\$39</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>
<b>New Capital Funded (2026-2036)</b>		<b>Debt</b>	<b>Cash</b>	<b>Total Capital Funded</b>							
	\$8,013,798	\$15,009,949	\$0%	\$23,023,747							
	35%										
<b>Revenues</b>											
Regular EDUs	4,060,980	4,661,280	4,736,160	4,792,320	4,582,080	4,617,600	4,653,120	4,688,640	4,724,160	4,759,680	4,795,200
Low Use EDUs (Half)	0	26,208	26,208	26,208	24,864	24,864	24,864	24,864	24,864	24,864	24,864
Tapping Fees	750,000	3,742,500	300,000	225,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
BCRA Tapping Fees											
Other Revenues	130,000	300,625	300,625	300,625	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Total Revenues	4,940,980	8,730,613	5,362,993	5,344,153	4,886,944	4,922,464	4,957,984	4,993,504	5,029,024	5,064,544	5,100,064
<b>Expenses</b>											
Township Operating Expenses	652,320	671,890	692,047	712,808	734,192	756,218	778,905	802,272	826,340	851,130	876,664
BCRA Treatment Expenses	1,598,000	1,889,531	1,948,666	2,004,072	2,055,640	2,108,672	2,163,209	2,213,103	1,924,206	1,983,528	2,044,539
Existing Debt Service	1,168,879	1,168,975	1,168,945	1,018,789	808,607	765,453	768,643	771,718	458,471	302,220	0
New Debt Service	0	457,584	457,584	457,584	457,584	457,584	457,584	457,584	457,584	457,584	457,584
Pay-Go Capital	941,500	3,325,908	364,000	3,732,180	3,867,145	429,660	442,550	455,826	469,501	483,586	498,093
Total Expenses	4,360,700	7,513,888	4,631,243	7,925,433	7,923,170	4,517,587	4,610,891	4,618,503	4,136,102	4,078,048	3,876,881
<b>Surplus (Deficit)</b>	<b>580,280</b>	<b>1,216,725</b>	<b>731,750</b>	<b>(2,581,280)</b>	<b>(3,036,226)</b>	<b>404,877</b>	<b>347,093</b>	<b>375,001</b>	<b>892,922</b>	<b>986,496</b>	<b>1,223,183</b>
<b>Cash Balance (All Sewer Funds)</b>	<b>5,433,111</b>	<b>6,649,836</b>	<b>7,381,586</b>	<b>4,800,306</b>	<b>1,764,080</b>	<b>2,168,958</b>	<b>2,516,051</b>	<b>2,891,052</b>	<b>3,783,974</b>	<b>4,770,470</b>	<b>5,993,653</b>
<b>Moody's Financial Strength Scores</b>											
Days Cash on Hand	580	580	631	418	159	194	220	253	377	484	647
Indicative Moody's Score[1]	Aaa	Aaa	Aaa	Aaa	Aa	Aa	Aa	Aaa	Aaa	Aaa	Aaa
Debt Service Coverage	2.30	1.49	1.49	1.63	1.54	1.56	1.52	1.55	2.32	2.74	4.43
Indicative Moody's Score[1]	Aaa	A	A	A	A	A	A	A	Aaa	Aaa	Aaa

Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results. [1] Per Moody's, Financial Strength Category listed above equal approximately 15% of the total credit rating. Rating Scale from best to worst is AAA, Aa, A, Baa, Ba, B and below. Source: Moody's Rating Methodology.

# SCENARIO 2

## Borrowing for 2029/2030 Capital

	Budget 2026	Proj. 2027	Proj. 2028	Proj. 2029	Proj. 2030	Proj. 2031	Proj. 2032	Proj. 2033	Proj. 2034	Proj. 2035	Proj. 2036
Regular EDUs	3,982	4,980	5,060	5,120	5,160	5,200	5,240	5,280	5,320	5,360	5,400
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<b>Monthly Bill - Full User</b>	<b>\$82.50</b>	<b>\$78</b>	<b>\$78</b>	<b>\$78</b>	<b>\$74</b>						
Est. Annual Rate Increase(Decrease)		-5%	0%	0%	-5%	0%	0%	0%	0%	0%	0%
<b>Monthly Bill - Low User</b>	<b>\$41.25</b>	<b>\$39</b>	<b>\$39</b>	<b>\$39</b>	<b>\$37</b>						
<b>New Capital Funded (2026-2036)</b>	<b>\$15,613,124</b>	<b>Cash</b>		<b>Total Capital Funded</b>							
	68%	\$7,410,623	0%	\$23,023,747							
<b>Revenues</b>											
Regular EDUs	4,060,980	4,661,280	4,736,160	4,792,320	4,582,080	4,617,600	4,653,120	4,688,640	4,724,160	4,759,680	4,795,200
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Tapping Fees	750,000	3,742,500	300,000	225,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
BCRA Tapping Fees											
Other Revenues	130,000	300,625	300,625	300,625	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Total Revenues	4,940,980	8,730,613	5,362,993	5,344,153	4,886,944	4,922,464	4,957,984	4,993,504	5,029,024	5,064,544	5,100,064
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Existing Debt Service	1,168,879	1,168,975	1,168,945	1,018,789	808,607	765,453	768,643	771,718	458,471	302,220	0
New Debt Service	0	457,584	457,584	457,584	891,503	891,503	891,503	891,503	891,503	891,503	891,503
Pay-Go Capital	941,500	3,325,908	364,000	0	0	429,660	442,550	455,826	469,501	483,586	498,093
Total Expenses	4,360,700	7,513,888	4,631,243	4,193,253	4,489,942	4,951,505	5,044,809	5,052,421	4,570,020	4,511,966	4,310,799
<b>Surplus (Deficit)</b>	<b>580,280</b>	<b>1,216,725</b>	<b>731,750</b>	<b>1,150,900</b>	<b>397,002</b>	<b>(29,041)</b>	<b>(86,825)</b>	<b>(58,917)</b>	<b>459,004</b>	<b>552,578</b>	<b>789,265</b>
<b>Cash Balance (All Sewer Funds)</b>	<b>5,433,111</b>	<b>6,649,836</b>	<b>7,381,586</b>	<b>8,532,486</b>	<b>8,929,488</b>	<b>8,900,447</b>	<b>8,813,622</b>	<b>8,754,705</b>	<b>9,213,709</b>	<b>9,766,286</b>	<b>10,555,551</b>
<b>Moody's Financial Strength Scores</b>											
Days Cash on Hand	580	580	631	743	726	718	699	695	820	885	1,011
Indicative Moody's Score[1]	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa	Aaa
<b>Debt Service Coverage</b>	<b>2.30</b>	<b>1.49</b>	<b>1.49</b>	<b>1.63</b>	<b>1.15</b>	<b>1.15</b>	<b>1.12</b>	<b>1.15</b>	<b>1.58</b>	<b>1.74</b>	<b>2.28</b>
Indicative Moody's Score[1]	Aaa	A	A	A	Baa	Baa	Baa	Baa	A	Aa	Aaa

Note - Projections shown are estimated for illustrative purposes only and contain a variety of assumptions that are subject to material change. The projections shown are not indicative of future results. [1] Per Moody's, Financial Strength Category listed above equal approximately 15% of the total credit rating. Rating Scale from best to worst is AAA, Aa, A, Baa, Ba, B and below. Source: Moody's Rating Methodology.



## **Stress-Test Scenario** What if a Large User Leaves the System?



## Stress Test – What if a Large User Leaves System?

- Loss of a large user (assumed 1,000 EDUs) significantly weakens liquidity, though **balances remain positive yet well below Scenario 2.**
- Assumes large capital in 2029/2030 is financed.



# Thank You



pfm



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LAW OFFICES  
BROUGHAL & DeVITO, L.L.P.

38 WEST MARKET STREET  
BETHLEHEM, PENNSYLVANIA 18018-5703

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

\*ALSO MEMBER NEW JERSEY BAR

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E-MAIL  
lawyers@broughal-devito.com

WEBSITE  
www.broughal-devito.com

February 10, 2026

VIA ELECTRONIC MAIL

Pocono Mountains Media Group  
511 Lenox Street  
Stroudsburg, PA 18360

**RE: Pocono Township- Advertisement of Legal Notice  
Environmental Advisory Council Ordinance**

Dear Sir or Madam:

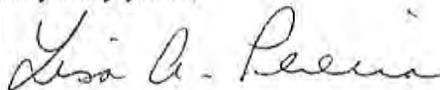
With respect to the above matter, enclosed please find a Legal Notice to be advertised one (1) time in your periodical on **Tuesday, February 17, 2026.**

Please send proof of publication and the invoice to:

Jerrold Belvin, Township Manager  
112 Township Drive  
Tannersville, PA 18372

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

Very truly yours,



Lisa A. Pereira

Enclosures

## LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 2<sup>nd</sup> day of March, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372 (the "Municipal Building"), an Ordinance amending the Pocono Township Code of Ordinances, Part I Administrative Legislation, adding a new Chapter 15 Environmental Advisory Council to establish provisions for establishing an Environmental Advisory Council for the Township of Pocono, Monroe County, Pennsylvania and repealing all ordinances or parts of ordinances inconsistent therewith. Copies of the proposed Ordinance are available for review at the Municipal Building, during normal business hours.

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

# USA TODAY CO.



PO Box 630531 Cincinnati, OH 45263-0531

## **AFFIDAVIT OF PUBLICATION**

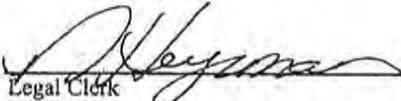
Krisann MacDougall  
Pocono Township Board  
of Commissioners  
205 Old Mill Road, # 2  
Tannersville PA 18372

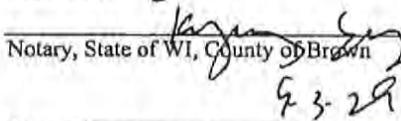
STATE OF PENNSYLVANIA, COUNTY OF MONROE

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:

02/17/2026

and that the fees charged are legal,  
Sworn to and subscribed before on 02/17/2026

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

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

My commission expires

Publication Cost:	\$59.34	
Tax Amount:	\$0.00	
Payment Cost:	\$59.34	
Order No:	12079441	# of Copies:
Customer No:	682477	1
PO #:		

**THIS IS NOT AN INVOICE!**

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

**KONGMENG YANG**  
Notary Public  
State of Wisconsin

## **LEGAL NOTICE**

**NOTICE** is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 2nd day of March, 2026, at the Pocono Township Municipal Building, 205 Old Mill Rd, Tannersville, Pennsylvania 18372 (the "Municipal Building"), an Ordinance amending the Pocono Township Code of Ordinances, Part I Administrative Legislation, adding a new Chapter 15 Environmental Advisory Council to establish provisions for establishing an Environmental Advisory Council for the Township of Pocono, Monroe County, Pennsylvania and repealing all ordinances inconsistent therewith. Copies of the proposed Ordinance are available for review at the Municipal Building, during normal business hours.

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

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY,  
PENNSYLVANIA AMENDING ITS CODE OF ORDINANCES; PART I,  
ADMINISTRATIVE LEGISLATION; ADDING CHAPTER 15, ENVIRONMENTAL  
ADVISORY COUNCIL TO ESTABLISH PROVISIONS FOR ESTABLISHING AN  
ENVIRONMENTAL ADVISORY COUNCIL FOR THE TOWNSHIP OF POCONO AND  
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT  
HEREWITH**

*WHEREAS*, 53 Pa.C.S.A. § 2322 allows the governing body of a municipal corporation by ordinance to establish an environmental advisory council to advise other local governmental agencies, including, but not limited to, the planning commission, park and recreation boards and elected officials, on matters dealing with protection, conservation, management, promotion and use of natural resources, including air, land and water resources, located within its or their territorial limits; and

*WHEREAS*, the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania (the "BOC") finds that the public interest, convenience, and necessity require adoption of an ordinance creating an Environmental Advisory Council; and

*WHEREAS*, the BOC finds that creation of an Environmental Advisory Council will assist advising the Township on matters dealing with the protection, conservation, management, promotion, and use of natural resources located within the Township's territorial limits.

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

**SECTION I.** The Township of Pocono, Monroe County, Pennsylvania Code of Ordinances; Part I, *Administrative Legislation*; is hereby amended by adding the following:

**"Chapter 15 Environmental Advisory Council**

**§ 15-1 Creation of Council.** An advisory council to be known as the "Pocono Township Environmental Advisory Council" is hereby established for Pocono Township, Monroe County, Pennsylvania (the "Township"), and shall continue to function until this subpart is revoked.

**§ 15-2 Purpose.** The purpose of the Environmental Advisory Council ("EAC") shall be to advise local governmental agencies including, but not limited to, the Pocono Township Board of Commissioners (the "BOC") and the Pocono Township Planning Commission (the "PC"), on matters dealing with the protection, conservation, management, promotion, acquisition and use of natural resources including air, land, water and open space resources located within or affecting the Township."

### **§ 15-3 Membership**

A. The EAC shall be composed of seven residents of the Township who shall be appointed by the BOC.

B. The BOC shall fill all vacancies.

C. One member shall also be a member of the Township PC, and one member shall also be a member of the BOC.

D. Members shall be from as many different areas of the Township as possible and represent various interests of the Township.

E. The BOC may appoint additional members of the EAC to be known as Alternate Members, for such terms as the BOC shall designate. Alternate Members may be assigned to subcommittees of the EAC as deemed appropriate by the EAC or the BOC. Alternate Members shall be entitled to participate in all discussions of the EAC. If one or more of the seven EAC members is not otherwise present, or if a quorum is not reached, the Alternate Member(s) will sit on the EAC as may be needed to provide a quorum. The Alternate Member(s) will also have the right to cast a vote as a voting member during meetings where the full EAC is not otherwise present.

### **§ 15-4 Appointment Procedures; Terms of Office**

A. EAC members shall be appointed in accordance with the following procedures:

1. Duly appointed EAC members shall serve a term of three years, except that initial appointments shall be so staggered that the terms of approximately one-third of the membership shall expire each year.

2. The BOC shall designate the Chairperson of the EAC.

3. EAC members' terms of office shall expire on the first Monday in January following the last year of their term of office.

4. Prior to the expiration of the term of appointment of the PC representative, the PC shall provide the BOC, in writing, with a recommendation for one of their members to be appointed to the EAC. The BOC shall make the final determination as to the membership of the EAC.

5. Members may resign at any time with written notice to the BOC.

6. Members may be removed by the BOC, with or without the recommendation of a majority of the other members, for malfeasance or neglect in the performance of their duties. Failure to attend either three consecutive regularly scheduled meetings or four regularly scheduled meetings during a twelve-month period shall constitute neglect. The Chairperson of the EAC may excuse absentees for good cause.

7. The BOC shall appoint successors to members who resign or are removed to serve for the remaining term of the member or members.

**§ 15-5 Compensation.** Members of the EAC shall receive no compensation for their services but may be reimbursed for expenses actually and necessarily incurred by them in the performance of their duties, provided that the expenses have the prior approval of the BOC.

### **§ 15-6 Powers of Council**

A. The EAC shall have the following powers and duties:

1. Identify environmental problems and recommend plans and programs to the BOC for the promotion and conservation of the natural resources and for the protection and improvement of the quality of the environment within the Township.

2. Make recommendations as to the possible use of open land areas within the Township.

3. Promote a community environmental program.

4. Keep an index of all open space and environmentally sensitive areas, publicly or privately owned including, but not limited to, flood-prone areas, swamps, and other unique natural areas for the purpose of obtaining information on the proper use of such areas.

5. Advise the BOC and other agencies as to the acquisition of property, both real and personal, and rights thereto, by gift, purchase, grant, bequest, easement, device, or lease in matters dealing with agricultural preservation, open space, and recreation.

6. Perform any other duties assigned by the BOC.

**§ 15-7 Meetings**

A. The EAC shall meet at least monthly and at other times, as directed by the BOC. Said meetings shall be advertised and open to the public.

B. The EAC shall keep records of its meetings and activities and shall make an annual report, which shall be printed in an annual municipal report or otherwise made publicly available. Minutes of each meeting shall be promptly forwarded to the BOC.

**§ 15-7 Appropriations.** The BOC may, from time to time, appropriate funds for the expenses incurred by the EAC. Appropriations may be expended for those administrative, professional, clerical, printing, engineering, and legal services as may be required. The whole or any part of any funds so appropriated in any year may be placed in a conservation fund and allowed to accumulate from year to year or may be expended in any year."

**SECTION II. SEVERABILITY.** The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

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

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

ENACTED AND ADOPTED by the Board of Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2026.

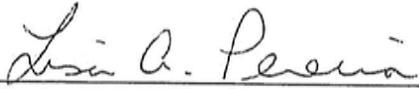
ATTEST:

TOWNSHIP OF POCONO,  
MONROE COUNTY,  
PENNSYLVANIA

\_\_\_\_\_  
JERROD BELVIN  
Township Manager

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

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

A handwritten signature in cursive script, reading "Lisa A. Pereira", is written above a horizontal line.

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



Terrence McDonald, Esquire, P.C.  
Attorney at Law  
103 E. Drinker Street Dunmore, PA 18512  
Phone: (570) 344 8744 Fax (570) 347 9462

August 21, 2025

**VIA Facsimile and Regular U.S. Mail**

Shawn McGlynn  
SFM Consulting, LLC  
Pocono Township Zoning Officer  
112 Township Drive  
Tannersville, PA 18372

Re: Enforcement Notice dated August 8, 2025  
JBAR Pocono LLC - 135 Warner Road, Pocono Township

Dear Mr. McGlynn:

Please be advised that the undersigned represents JBAR Pocono LLC ("Client") with respect to the above-referenced property. My client received the Enforcement Notice dated August 8, 2025, on August 15, 2025.

My client has been, and continues to be, actively engaged in work on this project. While there has been measurable progress in moving the project forward, certain issues have arisen that have slowed completion. As I believe you know, my client has retained the civil design firm, Labella Associates ("Labella"). Labella is prepared to make submissions demonstrating that the project is actively progressing. We are also prepared to provide updates of the project's progression.

At present, however, there remain outstanding items that have not yet been received which are necessary before a final submission can be made. My client is diligently working toward obtaining that information and is committed completing the project in compliance with all applicable requirements.

Thank you for your attention to this matter. Please feel free to contact me should you wish to discuss this further.

Sincerely,

Terrence J. McDonald, Esquire

cc: JBAR Pocono LLC



## ENFORCEMENT NOTICE

**Date of Issuance:** August 8, 2025  
**To:** JBAR Pocono LLC (Owners of record)  
**Mailing Address:** R 457 North Main Street, Moscow, PA 18444  
**Property in Violation:** 135 Warner Road, Pocono Township  
PIN #12637200040157, Tax ID 12.112373

Delivered:  In person to Owner of Record  
 By Regular and Certified Mail

In accordance with §616.1 of the Pennsylvania Municipal Planning Code and Chapter 470 §470-120 of the Pocono Township Zoning Ordinance:

**THIS IS A STOP, CEASE, AND DESIST ORDER TO CORRECT ALL CONDITIONS FOUND TO BE IN VIOLATION OF THE POCONO TOWNSHIP ZONING ORDINANCE. IT SHALL BE UNLAWFUL FOR ANY PERSON TO VIOLATE ANY SUCH ORDER ISSUED LAWFULLY BY THE ZONING OFFICER, AND ANY PERSON VIOLATING ANY SUCH ORDER SHALL BE GUILTY OF A VIOLATION OF THIS ORDINANCE.**

**Specific Violations:** Commencing no later than the date of this Notice you have:

1. Established a new use on, and/or changed the use of the subject property without first obtaining a Zoning Permit from the Zoning Officer in violation of §470-6 and §470-121 of the Township Zoning Ordinance. Specifically, you have established a new vehicle parking lot use on the subject property without first obtaining a Zoning Permit for this new and/or change in use.
2. Used and occupied the subject property as a vehicle parking lot without first

obtaining a Certificate of Use and Occupancy from the Zoning Officer in violation of §470-122 of the Township Zoning Ordinance.

3. Established a vehicle parking lot use on, and made physical improvements to, the subject property without first obtaining Land Development approval from the Pocono Township Planning Commission and Board of Commissioners in violation of §470-132 of the Township Zoning Ordinance.

An Enforcement Notice was issued to the previous owners, JLFJJ LLC, on November 12, 2019, citing the same violations outlined above. The violations identified in the notice were never corrected, and no vested rights were established as a result of the inaction.

In accordance with §470-120(C)(4) of the Township Zoning Ordinance, you are to commence immediately corrections of these violations and correct all violations within thirty (30) days of this Notice. If corrections are not commenced immediately or completed within thirty (30) days, each day that a violation continues shall be considered a separate offense, in accordance with §470-120(C)(6) of the Township Zoning Ordinance.

You have the right to appeal this enforcement action to the Pocono Township Zoning Hearing Board. **YOU MUST FILE THIS APPEAL WITHIN THIRTY (30) DAYS OF THE DATE OF RECEIPT OF THIS NOTICE.** No appeal shall be considered filed until the required fee for the appeal is paid to the Township.

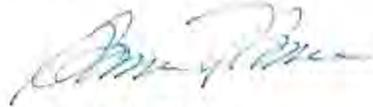
Failure to comply with this notice within the time specified, unless extended by appeal to the Pocono Township Zoning Hearing Board within thirty (30) days of receipt of this notice, constitutes a violation. Any person who has violated or permitted the violation of the provisions of the Township Zoning Ordinance shall, upon being found liable therefor in a civil enforcement action commenced by the Township, pay a judgment of up to \$500.00 per day, plus all court costs, including reasonable attorney fees incurred as a result thereof, pursuant to the procedures set forth in §470-127 of the Pocono Township Zoning Ordinance.

**You should take the following action immediately:**

Respond to me in writing within ten (10) days acknowledging this cease-and-desist order and stating what actions you have taken to comply with the Zoning Ordinance. If this reply in writing is not promptly received at the Pocono Township Municipal Building, 205 Old Mill Road, Suite 200, Tannersville, PA 18372, or if

you do not take appropriate corrective action within thirty (30) days, I shall recommend to the Pocono Township Board of Commissioners that a civil complaint be filed against you in the Magisterial District Court for the Township.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn McGlynn".

Shawn McGlynn  
SFM Consulting, LLC  
Pocono Township Zoning Officer

cc: Property File  
Jerrold Belvin, Township Manager  
Leo DeVito, Esq., Township Solicitor  
Pocono Township Board of Commissioners

---

## 135 Warner Rd Pocono Township Land Development Denial

---

From Zoning <zoning@poconopa.gov>

Date Wed 2/25/2026 4:14 PM

To Krisann MacDougall <kmacdougall@poconopa.gov>; Jerrod Belvin <JBelvin@poconopa.gov>; Lisa Pereira (lisapereira@broughal-devito.com) <lisapereira@broughal-devito.com>; Jon S. Tresslar <jtresslar@tandmassociates.com>; Melissa Hutchinson-T&M <mhutchison@tandmassociates.com>; amontgomery@tandmassociates.com <amontgomery@tandmassociates.com>; Leo DeVito <leodevito@broughal-devito.com>

 2 attachments (270 KB)

135 warner response.pdf; 135 Warner Rd NOV .pdf;

All,

After the BOC meeting on 2/17/26 the zoning office reviewed our correspondence with the property owner of the subject property, regarding the lack of progress on the land development plans and approvals. Attached to this email is a copy of the notice that was sent on 8/21/25 and the response from the owner's legal counsel dated 8/21/25. Since the response letter was received, we have not received any additional correspondence or updates. I will be sending a follow up email to the owner and their attorney informing them that the land development application may be formally denied if they do not submit final plans by the next BOC meeting. In the email I will reference this response and the last extension request. If anyone would like specific language in the email, please let me know. In addition, if you would like any other individuals copied on the email chain, please let me know.

Thank you  
Paul Morgan  
Building Inspector/Zoning Administrator  
SFM Consulting LLC

Pocono Township  
205 Old Mill Road, Suite 200  
Tannersville, PA 18372  
(T) 570-629-1922 ext. 1215  
(F) 570-629-7325  
[www.poconopa.gov](http://www.poconopa.gov)

This email and any attachments are intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. You are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this communication in error, please reply to the sender so that proper delivery can be arranged, and please delete the original.

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

**RESOLUTION NO. 2026-12**

**A RESOLUTION DENYING PRELIMINARY PLAN APPROVAL  
OF THE 135 WARNER ROAD  
SCHLIER'S TOWING PRELIMINARY LAND DEVELOPMENT PLAN**

**WHEREAS**, the applicant, JBAR Pocono, LLC, submitted a preliminary land development plan application titled "Schlier's Towing - Preliminary Land Development Plan" (the "Plan"). The Plan proposes a garage to park trucks and equipment on lands located at 135 Warner Road. The existing property, formerly known as Schlier's Towing, is located on the northeastern side of Warner Road (S.R. 4012) approximately 1,000 feet south of its intersection with S.R. 0715. The property has a total area of 3.90 acres and consists of a two-story office building with stone patio, a storage shed, a paved parking area, gravel driveways, and gravel areas throughout the site. Two (2) paved driveways take access from Warner Road (S.R. 4012). The property is located within the C Commercial Zoning District; and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letter dated February 23, 2024; and

**WHEREAS**, the Pocono Township Planning Commission recommended the denial of the Plan at a meeting held on February 9, 2026, based on the applicant's failure to respond to and meet the requirements of the Pocono Township governing ordinances identified in the Township Engineer's February 23, 2024 letter; and

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

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the "Schlier's Towing - Preliminary Land Development Plan (18 sheets)" prepared by LaBella Associates, dated February 1, 2024, be hereby denied because of the following deficiencies:

**Chapter 470 of the Pocono Township Code of Ordinances – Zoning Ordinance Deficiencies:**

1. Per Section 470-20.C., minimum lot, yard, and height requirements are outlined. *The Zoning Requirement Table on Sheet C-01 shall be revised to add a column indicating the "Provided" dimensions for the project to demonstrate compliance with this Section.*
2. Section 470-34.A, "Minimum parking requirements" does not have a specific parking requirement for the proposed use of a towing company facility. *The plans reflect parking calculations based on "Professional Office" and "Warehousing" uses, but without the tractor-trailer parking the ordinance requires for warehousing. We recommend the applicant seek a determination on the parking requirement from the Zoning Officer.*

3. In accordance with Section 470-34.D.(1) and (2), "Required loading spaces. Every building or structure, lot or land hereafter put to a commercial or industrial use or an existing building or structure enlarged shall provide one off-street truck loading and unloading space for the first 5,000 square feet or less of gross floor area, plus a minimum of one additional off-street truck loading area for each additional 10,000 square feet of gross floor area. An off-street truck loading space shall be a minimum of 12 feet in width and a minimum of 35 feet in length." *Based on the proposed size of the garage (4,800 s.f.), one (1) truck loading space is required.*
4. In accordance with Section 470-121, "no building, structure, or sign shall be erected, constructed, moved, demolished, added to, or structurally altered, nor shall any use of any land, building structure, or sign be changed or expanded, without a zoning permit therefor issued by the Zoning Officer. No such permit shall be issued except in conformity with the provisions of this chapter; and:
  - a. The applicant supplying satisfactory evidence, where applicable, that the property and the proposed use thereof in compliance of the Sewage Facilities Act of the Commonwealth of Pennsylvania and regulations promulgated pursuant thereto by the Pennsylvania Department of Environmental Protection." *Any approvals required by the Pennsylvania Department of Environmental Protection shall be provided to the Township.*
  - b. The applicant supplying, where applicable, stormwater management plans approved by the Pocono Township Board of Commissioners in accordance with the applicable Pocono Township stormwater management ordinances, and an erosion and sedimentation control plan approved by the applicable governmental body or agency charged with that responsibility, with respect to any proposed construction, excavation, or other earthmoving activity. *The proposed earth disturbance exceeds one (1) acre, and an NPDES Permit is required from the Monroe County Conservation District. All correspondence with, submissions to, and NPDES Permit from the County Conservation District shall be provided to the Township.*

**Chapter 390 of the Pocono Township Code of Ordinances – Subdivision and Land Development Ordinance Deficiencies:**

1. In accordance with Section 390-29.E.(3), "The survey shall not have an error of closure greater than one in 10,000 feet and shall include a boundary closure report." *A boundary closure report shall be submitted.*
2. In accordance with Sections 390-29.D and 390-29.G, existing resources, and site analysis. For all land developments, an existing resources and site analysis shall be prepared to provide the developer and the municipality with a comprehensive analysis of existing conditions, both on the proposed development site and within 500 feet of the site. Conditions beyond the parcel boundaries may be described on the basis of existing published data available from governmental agencies, and from aerial photographs. The

Planning Commission shall review the plan to assess its accuracy, conformance with municipal ordinances, and likely impact upon the natural and cultural resources on the property. The information required in Subsections (1) through (12) shall be included. *The provided plan Sheet C-02B contains most of the information required for the analysis. The Cover Sheet indicates a waiver is being requested to provide the Existing Resources and Site Analysis. The waiver request shall include "provisions for the minimum modification necessary as an alternate to the requirements" and "justification for the modification including the full grounds and facts of unreasonableness or hardship" in accordance with Section 390-78.*

3. In accordance with Sections 390-29.D and 390-29.H, a resource impact and conservation analysis is required. *The Cover Sheet indicates a waiver is being requested to provide the Resource Impact and Conservation Analysis. The waiver request shall include "provisions for the minimum modification necessary as an alternate to the requirements" and "justification for the modification including the full grounds and facts of unreasonableness or hardship" in accordance with Section 390-78.*
4. In accordance with Section 390-29.I.(4), the plan must show "Information indicating available and safe sight stopping distances for all driveways, access drives, roads, etc., which must be in compliance with the most current version Pennsylvania Department of Transportation specifications." *The safe stopping distances must be added to the plan.*
5. In accordance with Section 390-29.I.(16), the plans shall provide "Signature blocks for the Township Engineer and Monroe County Planning Commission." *The signature block for the Township Engineer shall be revised to provide space for signature and date only.*

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*Township Engineer Signature*

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*Date*

6. In accordance with Section 390-29.I.(32)(n), "If the plans include any stormwater management planning, controls or devices, the following covenant shall appear on the plan: "The owners, their heirs, executors, administrators, successors and assigns, shall make provision and be responsible for the installation, maintenance, operation and repair of any and all stormwater management facilities and controls depicted on this plan and other plans and documents supporting the same, including, but not limited to, all infiltration devices, buffers, detention basins, inlets, swales, pipes, berms and spreaders. Pocono Township is hereby granted the right to inspect all permanent stormwater management facilities and controls at any reasonable time. If Pocono Township determines at any time that any of said stormwater management facilities or controls have been eliminated, altered, or improperly maintained, the then owner shall be advised of the corrective measures required and be afforded a reasonable period of time to take the necessary corrective action. Pocono Township shall have the right, but not the obligation, of ingress, egress and regress to any and all of the stormwater management facilities and controls, as well as upon and within the utility and drainage easements as shown on this plan, for the purpose of installation, maintenance and/or repair due to the failure or neglect of the owner to perform the same within the time required, or for emergency remedies to the stormwater management facilities and controls if necessary, if Pocono Township elects to perform such installation,

maintenance and/or repair. All costs and expenses incurred by Pocono Township in relation to any work performed by Pocono Township pursuant to the provisions of this covenant and/or the enforcement of the same, shall be the joint and several responsibility of the owner and any occupier of the property who violated the provisions of this covenant, payable by the owners and/or occupiers of the property, their heirs, administrators, executors, successors and assigns upon demand by Pocono Township, and shall constitute a lien against the property until paid in full. The remedies of Pocono Township pursuant to this covenant are in addition to all other rights and remedies available to Pocono Township, its successors, and assigns, pursuant to any statute, ordinance, law or in equity. All of the foregoing is more particularly and at large provided in that certain Stormwater Management Agreement and Declaration of Easement between the owner and the Township dated \_\_\_\_\_, 20\_\_\_\_, the terms and provisions of which are incorporated herein by reference. This covenant shall run with the land." *The covenant shall be added to the plan.*

7. In accordance with Section 390-29.J.(2), "Exterior elevations of any proposed buildings including at least the front and side elevations" shall be provided. *Architectural renderings of the front and side elevations of the proposed building shall be submitted.*
8. In accordance with Section 390-29.J.(8), "Sewage disposal information" shall be provided. *The plans indicate that no new sanitary services are proposed as part of the project. The location of the existing sanitary sewer facilities must be shown on the plan to verify no conflict with the proposed construction.*
9. In accordance with Section 390-29.J.(9), supporting documents to be submitted include "A list of any public utility, environmental or other permits required and if none are required, a statement to that effect. The Township may require a professional engineer's certification of such list." In addition, and in accordance with Section 390-29.J.(19), "All required state or federal environmental and other permits." *The Design Engineer shall submit the required list of required permits/approvals to the Township. The following outside agency approvals are required:*
  - a. *Monroe County Planning Commission*
  - b. *Monroe County Conservation District/Pennsylvania Department of Environmental Protection – NPDES Permit*
  - c. *Pocono Township Fire Department*
10. In accordance with Section 390-29.J.(10), the Applicant shall provide "Confirmation that the soil erosion and sedimentation control plan has been accepted for review by the Monroe County Conservation District. (See also §390-51.)" *Submissions to, correspondence with, and permit from the Monroe County Conservation District shall be provided.*
11. In accordance with Section 390-29.J.(13), the Applicant shall provide "A landscaping plan documenting compliance with § 390-55." *The Cover Sheet indicates a waiver is being requested. The waiver request shall include "provisions for the minimum modification necessary as an alternate to the requirements" and "justification for the modification*

*including the full grounds and facts of unreasonableness or hardship” in accordance with Section 390-78.*

12. In accordance with Section 390-30, “As-built plans shall include the information required by this §390-30 and additional information may be required on a case-by-case basis.” *As-built plans shall be submitted when construction is complete as outlined in this Section. A note requiring an as-built plan per Section 390-30 of the Subdivision and Land Development Ordinance shall be provided on the plan.*
13. In accordance with Section 390-31.B.(1), “Location, widths, and names of all existing or prior platted streets and utility rights-of-way, parks, and other public open spaces, permanent buildings and structures, houses or permanent easements, and zoning and municipal boundary liens within 500 feet of the tract” must be provided. *The pavement and shoulder widths of Warner Road shall be labeled on the plans.*

14. In accordance with Section 390-32.B and Section 390-41, no final plan shall be signed by the Board of Commissioners for recording in the office of the Monroe County Recorder of Deeds until:

All improvements required by this chapter are installed to the specifications contained in Article VI of this chapter and other Township requirements and such improvements are certified by the applicant's engineer; or

Proposed developer's agreements and performance guarantee in accord with §390-35 and the Pennsylvania Municipalities Planning Code, Act 247 of 1968 as amended, have been accepted by the Board of Commissioners.

*The Applicant shall submit a construction cost estimate for the proposed site improvements in order to determine the required escrow amount for the developer's agreement. A developer's agreement and performance guarantee will be required prior to plan recordation.*

15. In accordance with Section 390-38.A and Section 390-38.B, the developer shall provide to the satisfaction of the Board of Commissioners, and prior to final plan approval, evidence of the provision, including a plan, for the succession of ownership and responsibility for the operation and maintenance of development improvements.” *The required documentation and agreement(s) shall be provided to the Township.*
16. In accordance with Section 390-43.A.(6)(e), “Steep slopes. The purpose of steep slope regulations is to conserve and protect those areas having steep slopes from inappropriate development and excessive grading; to prevent potential dangers caused by erosion, stream siltation, and soil failure; and to promote uses in steep slope areas that are compatible with the preservation of existing natural features, including vegetative cover by restricting grading of steep slope areas.” *Steep slopes are defined as being 20% or greater and shall be identified on the plan accordingly. Additionally, the restrictions and requirements of this section shall be addressed.*

17. In accordance with Section 390-46.A., "Protection of vegetation from mechanical injury. Where earthwork, grading, or construction activities will take place in or adjacent to woodlands, old fields or other significant vegetation or site features, the Township may require that the limit of disturbance be delineated, and vegetation protected through installation of temporary fencing or other approved measures. Such fencing shall be installed prior to commencing of, and shall be maintained throughout, the period of construction activity." *The Erosion & Sediment Control Plan shall be revised to show tree protection fence along the limit of disturbance lines and/or along the dripline of the trees to be preserved.*
18. In accordance with Section 390-48.H.(1), "wherever there exists a dedicated or platted portion of a road or alley along a boundary of the tract being subdivided or developed the remainder of said road or alley shall be platted to the width required by this chapter based on the classification of the road within the proposed development." *Warner Road (S.R. 4012) has an existing pavement width of 24-feet ± and a 33-foot-wide right-of-way. The pavement and right-of-way widths shall be widened to meet the requirements of a connector road listed in Table 390-48-1, or a waiver will be required.*
19. In accordance with Section 390-48.T.(2), "Sight distance requirements for all driveways and access drives intersecting a state, Township or private road shall be in accordance with the Pennsylvania Code, Title 57, Transportation, Chapter 441 "Access to and Occupancy of Highway by Driveways and Local Roads," last edition. All sight distance obstructions, including, but not limited to, embankments and vegetation, shall be removed by the applicant to provide the required sight distance." *The required and provided sight distances shall be added to the plans.*
20. Per Section 390-48.T.(13)(b), "Access drive entrances into all nonresidential and nonagricultural use properties shall be no less than 24 feet in width, shall not exceed 36 feet in width at the road line, unless provided with a median divider, and shall be clearly defined by curbing. The curbs of these driveway entrances shall be rounded with a minimum radius of 20 feet from where they intersect a road." *The existing driveway is approximately 40 feet wide at the PennDOT ROW and uncurbed. The driveway entrance shall be revised to meet the ordinance requirements, or a waiver will be required.*
21. In accordance with Section 390-48.AA, "sidewalks and road crosswalks may be required where necessary to provide proper pedestrian circulation or to provide access to community facilities and common areas. Sidewalks, where required or provided, shall be located within the road right-of-way immediately adjacent to the curbs, except as may be approved by the Township to accommodate road trees or other landscaping. Sidewalks and road crosswalks shall be constructed in accord with the most current PennDOT RC67M standard and Americans with Disabilities Act standards." *The Township shall determine if sidewalks will be required along Warner Road.*
22. In accordance with Section 390-49.A.(4), "Monuments shall be set at all outbound locations where permanent monuments did not exist at the time of the perimeter survey unless site conditions preclude the installation, and the missing monument shall be noted

on the final plan. Existing monuments shall not be removed." *The Improvements Plan (Sheet C-03) shall be revised to provide the required monuments at each change of direction along the outbound of the property. Additionally, General Note 10 on Sheet C-01 shall be revised to reflect the requirements of this Section.*

23. In accordance with Section 390-50.D.(11)(a) "Emergency overflow facilities shall be provided for detention facilities to handle runoff in excess of design flows." *It is unclear where the emergency overflow for the detention basin is located. This must be clarified.*
24. In accordance with Sections 390-51.A. and B., "All soil erosion and sedimentation control plans shall meet the specifications of the Monroe County Conservation District and PA DEP, and shall comply with Commonwealth of Pennsylvania, Title 25, Chapter 102, Department of Environmental Protection regulations for soil erosion and sedimentation control", and, "Preliminary plan approval shall be conditioned on all required approvals and permits from the Monroe County Conservation District and/or PA DEP." *The proposed site disturbance is greater than one (1) acre, therefore an NPDES Permit is required. A copy of the NPDES Permit and letter of determination of erosion and sediment control adequacy shall be provided to the Township, as well as any correspondence between the Applicant and Monroe County Conservation District and PADEP.*
25. In accordance with Section 390-52, "All subdivisions and land developments shall be served by an adequate water supply and sewage disposal system; and the developer shall provide evidence documenting said adequacy." *The Applicant shall provide confirmation of adequacy.*
26. Pursuant to Section 390-55.B., "Minimum number of trees; preservation of existing vegetation. Unless other provisions of this chapter require more trees or vegetation, each development site shall include a minimum of 12 deciduous or evergreen trees for each one acre. Each deciduous tree shall be 2.5-inch caliper or greater and each evergreen tree shall be six to seven feet in height or greater. As an alternate, 10 trees for each one acre shall be required if deciduous trees are four inches in caliper or greater and evergreen trees are eight feet to 10 feet in height or greater. Five shrubs 2.5 feet in height or greater may be substituted for one tree of 2.5-inch caliper for a maximum of 20% of the tree requirement." *The plan shall demonstrate compliance with the provisions of this Section.*
27. Pursuant to Section 390-55.B.(2), "Protection of existing vegetation. Existing vegetation designated "TO REMAIN" in accord with Subsection B(1)(c), above, shall be identified in the field prior to any clearing and shall be physically protected throughout the construction process. A temporary physical barrier, such as a snow fence, shall be erected a minimum of one foot outside the dripline on all sides of individual trees, tree masses, or woodlands prior to major clearing or construction. The barrier shall be placed to prevent disturbance to, or compaction of, soil inside the barrier and shall remain until construction is complete. The barrier shall be shown on the landscape plan." *Tree protection fencing shall be shown along the "proposed" treeline. A detail of the fencing shall also be added to the plans.*
28. Pursuant to Section 390-55.B.(7), "Topsoil protection. Topsoil shall not be permanently

removed from a lot except from areas that will be covered by buildings or paving. This shall not prohibit the temporary movement and storage of topsoil during construction." *A note to this effect shall be added to the plans.*

29. Pursuant to Section 390-55.D.(1) and (3), "Street trees required. Street trees shall be required: (a) Along all existing streets abutting or within the proposed subdivision or land development. Trees shall be planted at a ratio of at least one tree per 50 linear feet of frontage or fraction thereof. Trees shall be distributed along the entire frontage of the property, although they need not be evenly spaced." *Based on a length of 718.19 feet, fifteen (15) street trees are required for the property frontage along Warner Road.*
30. In accordance with Section 390-55.F.(3)(c) and Table 390-55-1, "The width and quantity and type of plants required shall be determined by the intensity of the proposed land use and the adjacent land use, vacant land, or zoning district, according to Table 390-55-1." *A 10-foot-wide low intensity buffer is required along the side and rear property lines shared with PPL which is a commercial/industrial use. Two (2) canopy trees and one (1) ornamental tree are required for each 100 feet. Based on 1,118.23 feet, a total of 24 canopy and 12 ornamental trees are required. The required buffering must be added to the plans.*
31. In accordance with Section 390-55.F.(4)(c), "The type of site element screen required shall be determined by the site element and the adjacent existing land use or zoned use in the case of vacant land, according to Table 390-55-2." *A Type 1 site element screening consisting of evergreen or deciduous shrubs shall be provided for the vehicle storage area.*
32. In accordance with Section 390-56.A.(4)(a), "Lighting plans shall be submitted for reviews and approval of any installation of lighting in connection with a land development application for any use identified in Subsection A(2) of this section. Lighting plans shall include the following:
  - [1] A site plan, complete with all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, and adjacent uses that might be adversely impacted by the lighting, containing a layout of all propose fixtures by location and type.
  - [2] Description of the proposed equipment shall be included, including fixture catalog cuts, photometrics, glare-reduction devices, lamps, and mounting heights."

*General Note 52 on Sheet C-01 states "There is no new site lighting being proposed as part of this project"; however, it seems unlikely that there will be no lighting provided for the new building. This must be clarified.*
33. In accordance with Section 390-58.C.(4), "The preliminary and final plans shall contain a sheet depicting the land proposed for use in meeting common open space and recreational facilities requirements, or a note stating that the applicant proposes to pay fees-in-lieu of land. The plan shall also describe any improvements or facilities that the applicant proposes to make to the land." *The Applicant shall address how the requirements of Section 390-58*

*will be met for the proposed land development and the plans shall be revised accordingly. Should it be determined that open space is required and a fee in-lieu of will be provided, that fee will be \$2,254.00 (1.61 disturbed acres \* \$1,400.00).*

34. Per Section 390-59.H.(4), "All off-street loading and unloading spaces, maneuvering areas, driveways and entranceways shall be graded, surfaced with asphalt and drained to the extent necessary to prevent nuisances of dust, erosion or excessive water flow across public ways and to protect adjoining property." *The required loading space must be shown, and the area shall be surfaced with asphalt in accordance with this Section.*

#### **Chapter 365 of the Pocono Township Code of Ordinances – Stormwater Management Ordinance Deficiencies:**

1. In accordance with Section 365-8.G., "Where a development site is traversed by existing watercourses, drainage easements shall be provided conforming to the line of such watercourses. The terms of the easement shall conform to the stream buffer requirements contained in § 365-10I(7) of this chapter." *The required drainage easement shall be provided along the unnamed tributary to Pocono Creek which crosses through the subject property.*
2. In accordance with Section 365-8.L., "Roof drains should not be connected to streets, sanitary or storm sewers or roadside ditches in order to promote overland flow and infiltration/percolation of stormwater. Considering potential pollutant loading, roof drain runoff in most cases will not require pretreatment." *The plans show the roof drains for the proposed building connecting directly into the storm sewer and detention basin. We would support a waiver to this requirement, since the roofwater is "clean" and to allow the water to cross the parking area would add pollutants.*
3. In accordance with Section 365-8.M, "all stormwater runoff, other than rooftop runoff discussed in Subsection L above, shall be treated for water quality prior to discharge to surface or groundwater." Also, in accordance with Section 365-10.C, "For areas within defined special protection subwatersheds which includes exceptional value (EV) and high quality (HQ) waters, the temperature and quality of water and streams shall be maintained through the use of temperature sensitive BMPs and stormwater conveyance systems." *Water quality must be addressed on the plans.*
4. In accordance with Section 365-10.I.(8)(a), "Stream buffer delineation. A fifty-foot buffer, measured perpendicular to and horizontally from the top-of-bank on all sides of any stream, shall be maintained on all sides of any stream, with the exception of the Pocono Creek, where the buffer shall be 75 feet, measured perpendicular to and horizontally from the top-of-bank on all sides of the Pocono Creek. In addition, where the 100 feet of land adjacent to the edge of a stream has an average upland slope greater than 5%, the minimum buffer width shall be increased by four feet for each percent of slope at or above 5%, subject to a maximum cumulative buffer of 100 feet." *The required stream buffer shall be identified on the plan.*

5. In accordance with Section 365-11.A.(2)(c), "The recharge facility shall be capable of completely infiltrating the recharge volume within four days." *The design engineer shall provide calculations demonstrating compliance with this requirement.*
6. In accordance with Section 365-11.A.(3), "The size of the recharge facility shall be based upon the following volume criteria:

(a) NRCS Curve Number Equation.

[1] The NRCS runoff shall be utilized to calculate infiltration requirements (P) in inches.

$$\text{For zero runoff: } P = I \text{ (Infiltration) (in.)} = (200/\text{CN}) - 2 \quad \text{Equation 365-11.1}$$

Where: CN=SCS (NRCS) curve number of existing conditions contributing to the recharge facility.

[2] This equation is displayed graphically in, and the infiltration requirement can be determined from Figure 365-11.

[3] The recharge volume ( $Re_v$ ) required would therefore be computed as:

$$Re_v = I * \% \text{ impervious area} \quad \text{Equation 365-11.2}$$

Where: I = infiltration requirements (in.)"

*Calculations confirming the recharge facility meets these requirements must be included in the stormwater management report.*

7. In accordance with Section 365-11.C.(1), "A stormwater hotspot is defined as a land use activity that generates higher concentrations of hydrocarbons, trace metals or toxicants than are found in typical stormwater runoff, based on monitoring studies. Table 365-11 provides samples of designated hotspots. If a site is designated as a hotspot, it has important implications for how stormwater is managed. First and foremost, untreated stormwater runoff from hotspots cannot be allowed to infiltrate into groundwater where it may contaminate water supplies. Therefore, the  $Re_v$  requirement is NOT applied to development sites that fit into the hotspot category (and the entire  $WQ_v$  must still be treated). Second, a greater level of stormwater treatment may be needed at hotspot sites to prevent pollutant wash off after construction. EPA's NPDES stormwater program requires some industrial sites to prepare and implement a stormwater pollution prevention plan.

Table 365-11 - Classification of Stormwater Hotspots

- Vehicle salvage yards and recycling facilities
- Fleet storage areas (bus, truck, etc.)
- Public works storage areas
- Facilities that generate or store hazardous materials

*The plans show the surface over the underground stormwater system to be comprised of gravel. The purpose of the surface area is not described on the plan so it is unclear if there will be vehicle parking or a future expansion of the impoundment area. The Applicant shall*

*provide confirmation to the Township that the site is not considered to be a Hot Spot, or the stormwater management design shall be reevaluated.*

8. In accordance with Section 365-13.B, "All calculations consistent with this chapter using the Soil Cover Complex Method shall use the appropriate design rainfall depths for the various return period storms according to the region in which they are located as presented in Table B-1 in Appendix A of this chapter. If a hydrologic computer model such as PSRM or HEC-1 is used for stormwater runoff calculations, then the duration of rainfall shall be 24 hours. The NRCS "S" curve shown in Figure B-1, Appendix A of this chapter, shall be used for the rainfall distribution." *Design storm rainfall values were taken from NOAA Atlas 14. A waiver is required from this Section. We have no objection to the Applicant requesting a waiver from this Section to utilize the rainfall data from NOAA.*
9. In accordance with Section 365-13.E, "Runoff curve numbers (CN) for both existing and proposed conditions to be used in the Soil Cover Complex Method shall be obtained from Table B-2 in Appendix A of this chapter." *The Curve Numbers do not appear to have been obtained from the Ordinance table. The calculations shall be revised accordingly.*
10. In accordance with Section 365-14.D, "Storm sewers must be able to convey proposed conditions runoff from a fifty-year design storm without surcharging inlets". *The proposed storm sewer has only been designed for the 25-year design storm and must be revised. Additionally, since the stormwater management BMP is required to be designed for the 100-year storm, the design engineer shall also ensure that all stormwater intended to reach the basin does so in the 100-year storm event, even if not conveyed through the storm pipes.*
11. In accordance with Section 365-15.A, "Any earth disturbance must be conducted in conformance with Pennsylvania Title 25, Chapter 102, Erosion and Sediment Control." *The proposed disturbance is greater than one acre, therefore, a NPDES Permit from the Monroe County Conservation District is required. All correspondence with, submissions to, and NPDES Permit from the County Conservation District, shall be provided to the Township.*
12. In accordance with Section 365-15.B., "Additional erosion and sediment control design standards and criteria that must be or are recommended to be applied where infiltration BMPs are proposed shall include the following: (1) Areas proposed for infiltration BMPs shall be protected from sedimentation and compaction during the construction phase to maintain maximum infiltration capacity. (2) Infiltration BMPs shall not be constructed nor receive runoff until the entire contributory drainage area to the infiltration BMP has achieved final stabilization." *These requirements shall be added as notes on the plans.*
13. In accordance with Sections 365-17 and 365-19.A.(4), for any of the activities regulated by this chapter, the preliminary or final approval of subdivision and/or land development plans, the issuance of any building or occupancy permit, or the commencement of any earth disturbance may not proceed until the applicant or his/her agent has received written approval of a stormwater management site plan from the municipality, an adequate erosion and sediment control plan review by the Conservation District and an NPDES permit from

the DEP, if required. *The proposed disturbed area is greater than one (1) acre, therefore an NPDES Permit is required. The Applicant shall provide a copy of the NPDES Permit and the Letter of Determination of Adequacy from the Monroe County Conservation District, as well as any correspondence pertaining to the review.*

14. In accordance with Section 365-19, "The stormwater management site plan shall consist of a general description of the project, including sequencing items described in §365-10, calculations, maps, plans and a consumptive use tracking report. A note on the maps shall refer to the associated computations and erosion and sediment control plan by title and date. The cover sheet of the computations and erosion and sediment control plan shall refer to the associated maps by title and date." *It must be clarified which sheet in the plan set is to be utilized as the Stormwater Management Site Plan. The Stormwater Management Site Plan shall contain a note referencing the Post-Construction Stormwater Management Report with date and subsequent revision dates. The Post-Construction Stormwater Management Report must have a cover sheet and reference the maps by title and date.*
15. Per Section 365-19.B.(7), the stormwater site plan shall contain "Soil names and boundaries; along with any limitations associated with the soil type and the proposed resolution of the listed limitations." *Although this information is shown on another plan sheet, it must be added to whichever sheet will be used as the Stormwater Site Plan for this project.*
16. In accordance with Section 365-19.B.(8), "Limits of earth disturbance, including the type and amount of impervious area that would be added." *The limits of earth disturbance and amount of impervious surface proposed to be added shall be provided on whichever sheet will be used as the Stormwater Site Plan for this project.*
17. In accordance with Section 365-19.B.(10), "The name of the development, the name and address of the applicant of the property, and the name of the individual or firm preparing the plan." *The name and address of the applicant is required to be added to whichever sheet will be used as the Stormwater Site Plan for this project.*
18. In accordance with Section 365-19.B.(14), "The total tract boundary and size with accurate distances to hundreds of a foot and bearings to the nearest second." *The Stormwater Site Plan shall provide this information.*
19. In accordance with Section 365-19.B.(15), "Existing and proposed land use(s)." *The Stormwater Site Plan shall provide this information.*
20. In accordance with Section 365-19.B.(19), the stormwater site plan shall contain "A fifteen-foot-wide access easement to and around all stormwater management facilities that would provide ingress to and egress from a public right-of-way." *A stormwater/drainage easement is shown on the Improvements Plan; however, there is no information provided regarding the specific purpose of the easement or who it is in favor of although it appears it is related to the underground BMP. If this is the case, in the alternative, the plan may note a blanket easement for access to the stormwater management facilities.*

21. In accordance with Section 365-19.B.(22), "A statement, signed by the applicant, acknowledging that any revision to the approved stormwater management site plan must be approved by the municipality and that a revised E&S plan must be submitted to the Conservation District for a determination of adequacy." *This statement shall be added to the Record Plan.*
22. In accordance with Section 365-19.B.(23), "The following signature block for the design engineer (Pennsylvania-licensed professional engineer):  
  
"I, (Design Engineer), on this date (date of signature), hereby certify that the Stormwater Management Site Plan meets all design standards and criteria of the Pocono Township Stormwater Management Ordinance. The word 'certify' is an expression of professional opinion by the undersigned and does not constitute a guarantee or warranty."  
  
*This statement shall be added to the Record Plan.*
23. In accordance with Sections 365-19.C.(1)(f) and 365-28.B, an operation and maintenance plan in accordance with §365-28 of this chapter is required. The plan shall establish responsibilities for the continuing operation and maintenance of all proposed stormwater management facilities. Both the owner and developer of the development site shall be responsible for maintenance of the stormwater management facilities unless the Board of Commissioners shall otherwise agree. *The Operation and Maintenance Plan for the Stormwater Management facilities must specifically identify the owner and developer of the site to be responsible for the maintenance of the stormwater facilities. Additionally, the Plan shall specifically identify the BMPs and the required maintenance for each.*
24. Per Section 365-19.D.(1), "All stormwater management facilities must be located on a plan and described in detail. Plan and profile drawings of all SWM BMPs, including drainage structures, pipes, open channels, and swales." *The required profiles must be provided.*
25. Per Section 365-19.D.(2), "When groundwater recharge methods such as seepage pits, beds or trenches are used, the locations of existing and proposed septic tank infiltration areas and wells must be shown on the plan." *The existing septic system must be shown on the plans.*
26. Per Section 365-19.D.(3), "All calculations, assumptions, and criteria used in the design of the stormwater management facilities must be shown." *The Post-Construction Stormwater Management Report must be formalized to include narratives, design criteria, and detailed calculations within each section of the report. The report must also be paginated and indexed for review purposes.*
27. In accordance with Section 365-21.I., "The applicant shall be responsible for completing record drawings of all stormwater management facilities included in the approved stormwater management site plan. The record drawings and an explanation of any discrepancies with the design plans shall be submitted to the Municipal Engineer for final approval prior to the issuance of any occupancy permits. In no case shall the municipality

approve the record drawings until the municipality receives a copy of an approved declaration of adequacy and/or highway occupancy permit from the PennDOT District Office (if required), NPDES Permit, consumptive use tracking report, and any other applicable permits or approvals from PA DEP or the Conservation District. The above permits and approvals must be based on the record drawings. This means that if there are changes during construction, the record drawings must be submitted to the PA DEP and the Conservation District for an updated approval if this was not done previously." *A copy of the NPDES Permit shall be provided to the Township and it shall be noted on the Plans, that if there are changes during construction, the record drawings must be submitted to the PADEP and the Conservation District for an updated approval, if this was not done previously.*

28. In accordance with Section 365-27.A., "For subdivisions and land developments, the applicant shall provide a performance guarantee to the municipality for the timely installation and proper construction of all stormwater management controls as required by the approved stormwater management site plan in the amount and method of payment provided for in Chapter 390, Subdivision and Land Development." *A construction cost estimate for the stormwater management facilities shall be provided to the Township to determine the amount to be required for the performance guarantee. The performance guarantee shall be provided to the Township, as required by this Section.*

29. In accordance with Section 365-27.C., "At the completion of the project, and as a prerequisite for the release of the performance guarantee, the applicant or his representatives shall:

1) Provide a certification of completion from a Pennsylvania-licensed professional engineer, verifying that all required stormwater management facilities have been constructed according to the plans and specifications and approved revisions thereto as follows:

"I (Design Engineer), on this date (date of signature) hereby certify that the stormwater management facilities have all been installed in accordance with the approved Stormwater Management Site Plan for (name of project) and in compliance with the design standards and requirements of the Ordinance."

2) Provide a set of record drawings with a certification from the contractor on the record drawings that states:

"I, (insert signer's name), state that I am the (insert position) of (insert name of contractor) on this date (date of signature), hereby certify (1) that I am duly authorized to make this certification of behalf of (insert name of contractor), and (2) that all stormwater management facilities have been constructed according to the approved plans and specifications and approved revisions thereto."

*The certification and drawings shall be prepared and provided as required by this Section.*

30. In accordance with Section 365-29., "Prior to approval of the site's stormwater management site plan, the applicant shall sign and record a maintenance agreement in form and substance satisfactory to the Board of Commissioners, covering all stormwater control facilities that are to be privately owned." *This shall be completed as required by this Section.*

**Chapter 220 of the Pocono Township Code of Ordinances – Grading, Erosion and Sedimentation Ordinance Deficiencies:**

1. Per Section 220-8.C., "Slopes greater than 3:1 are allowed but require stabilization with vegetated E&S matting, appropriately sized stone, or other approved stabilization method. Design calculations prepared by a registered professional land surveyor, engineer, or registered landscape architect demonstrating the stability of the stabilization method should be provided along with all applicable details." *Most of the proposed grading is shown at 2:1 slopes, but there are no notes or line types indicating any stabilization as required. Calculations must be provided for the slope stabilization and details and labels must be clearly provided on the plans.*
2. Per Section 220-8.C., "Edges of newly created slopes shall be a minimum of five feet from property lines, ultimate/future right-of-way lines of streets, and easements to permit the normal rounding of the edge without encroachment on the abutting property, right-of-way, or easement." *The submitted plans propose grading less than 5 feet from the northern and eastern property lines and must be revised accordingly.*

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

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Jerrod Belvin  
Title: Township Manager

By: \_\_\_\_\_  
Print Name: Ellen Gmandt  
Title: President



**Resolution No. 2026-14**

**POCONO TOWNSHIP BOARD OF COMMISSIONERS  
MEETING DECORUM AND ORDER POLICY**

**Purpose and Intent**

The Pocono Township Board of Commissioners adopts this Meeting Decorum and Order Policy to promote the orderly, efficient, and safe conduct of public meetings. These rules are intended to regulate the time, place, and manner of participation in public meetings and shall be enforced in a content neutral and viewpoint neutral manner. Nothing in this Policy is intended or shall be applied to prohibit or discourage speech protected by the First Amendment to the United States Constitution or the Pennsylvania Sunshine Act, including criticism of the Township, its officials, policies, or actions.

**Authority of the Presiding Officer**

The President of the Board of Commissioners, or the Vice President in the President's absence (the "Presiding Officer"), shall preside over meetings and is responsible for maintaining order and decorum.

To that end, the Presiding Officer may:

- Recognize speakers and enforce established rules regarding speaking order and time limits;
- Rule a speaker out of order when the speaker's conduct materially disrupts the orderly conduct of the meeting;
- Interrupt or halt conduct that materially interferes with the ability of the Board to conduct Township business;
- Call for a recess or adjournment of the meeting, subject to any vote required by law;
- Direct any individual who is materially disrupting the meeting to comply with lawful and content neutral instructions necessary to restore order.

Failure to comply with a lawful directive of the Presiding Officer issued pursuant to this Policy may constitute a violation of this Policy.

**Prohibited Conduct**

The following conduct is prohibited during Township meetings when it materially disrupts, obstructs, or interferes with the orderly conduct of the meeting:

- Shouting, interrupting, or speaking without recognition by the Presiding Officer;
- Refusing to yield the floor after the expiration of allotted time or after being directed to do so by the Presiding Officer;
- Engaging in physical actions, noises, or gestures that prevent the Board or other speakers from being heard or from conducting Township business;
- Harassing or intimidating conduct directed at any individual that rises to the level of material disruption;

- Repeatedly speaking on matters unrelated to Township business during a designated public comment period after being directed to remain on topic.

Material disruption is behavior that substantially impedes, interrupts, or prevents the governing body from carrying out the business of the meeting or denies others a reasonable opportunity to participate, after a warning when practicable. Content of speech alone shall not be grounds for a finding of disruption. Strong, critical, or unpopular viewpoints, including allegations concerning Township actions or officials, are permitted so long as they are expressed in a manner that does not materially disrupt the meeting.

#### **Allegations and Accusations**

Speakers are encouraged to direct comments to Township actions, policies, and matters within the jurisdiction of the Board. Statements alleging illegal, unethical, discriminatory, or improper conduct by identified individuals shall not be restricted based on viewpoint or subject matter, but may be ruled out of order only if delivered in a manner that is repetitious, harassing, or materially disruptive to the meeting.

Nothing in this section shall be interpreted to require advance Board authorization for public comment or to prohibit public discussion of matters of public concern.

#### **Removal for Disruptive Conduct**

If an individual persists in materially disruptive conduct after receiving a warning, the Presiding Officer may order the individual removed from the meeting for the remainder of the session. Removal shall be based solely on conduct, not on the content or viewpoint of speech.

In cases involving an immediate threat to safety or the ability to continue the meeting, removal may occur without prior warning.

Removal of a Commissioner under this Policy shall be limited to removal from the meeting for the remainder of the session and shall not constitute removal from office.

The Board may refer conduct to law enforcement for evaluation solely to determine whether it constitutes a violation of applicable law.

#### **Applicability**

This Policy applies to Commissioners, appointed board and commission members, Township officers and employees, and members of the public while attending or participating in a Township meeting.

#### **Point of Order and Appeal**

Any Commissioner may raise a point of order concerning the application of this Policy. The Presiding Officer shall rule on the point of order, subject to appeal to the Board of Commissioners and decision by majority vote.

#### **Adoption and Posting**

This Policy shall take effect immediately upon adoption. A summary of the Policy shall be announced by the Presiding Officer at the beginning of each meeting, and the Policy shall be posted prominently in the Township Municipal Building and on the Township website.

RESOLVED & ADOPTED this \_\_\_\_ Day of \_\_\_\_\_, 2026.

Attest:

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

By: \_\_\_\_\_

Name: Jerrod D. Belvin  
*Township Manager*

By: \_\_\_\_\_

Name: Ellen Gndt  
*President, Board of Commissioners*

## RESOLUTION NO. 2026-15

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA ADOPTING A TOWNSHIP MEETING MINUTES POLICY

WHEREAS, the Board of Commissioners of Pocono Township ("Township") seeks to ensure clarity, consistency, and legal compliance in the preparation, approval, and retention of meeting minutes; and

WHEREAS, meeting minutes serve as the official record of Township actions and decisions, providing transparency to the public and guidance for future governance; and

WHEREAS, it is appropriate to distinguish between summary minutes, which constitute the official record, and verbatim records, which are supplemental; and

WHEREAS, the Board of Commissioners desires to establish uniform procedures for drafting, reviewing, approving, and retaining meeting minutes, as well as documenting public comment, in accordance with applicable Pennsylvania law and municipal records retention schedules;

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

#### **I. Adoption of Township Meeting Minutes Policy**

The Township Meeting Minutes Policy as set forth herein is hereby adopted as approved.

#### **II. Purpose**

The purpose of this Policy is to establish a clear, consistent, and legally appropriate standard for the preparation, approval, and retention of Township meeting minutes, distinguishing between official summary minutes and verbatim records.

#### **III. Official Record of Proceedings**

The Township's official record of meetings shall consist of summary minutes, unless otherwise required by law or formally directed by the governing body. Summary minutes document what was done, not everything that was said.

#### **IV. Summary Minutes**

1. **Definition:** Summary minutes shall include: - Date, time, and location of the meeting - Members present and absent - Motions made (maker, seconder, exact wording, vote outcome) - Actions taken and decisions made - Any required statutory findings or determinations - Reference to reports or presentations without reproducing them verbatim

2. **Exclusions:** Summary minutes shall not include: - Verbatim dialogue or debate - Individual commentary, opinions, or rhetorical statements - Characterizations of tone, intent, or emotion - Side discussions or informal remarks - Detailed public comments beyond a brief summary of the topic

3. **Legal Status:** Once approved, summary minutes constitute the official and controlling record of the meeting.

#### **V. Verbatim Records (Audio, Video, or Transcripts)**

1. **Definition:** Verbatim records include audio recordings, video recordings, written transcripts, or near-verbatim notes.

2. **Purpose:** Verbatim records may be created for administrative convenience, public transparency, and assistance in preparing summary minutes.

3. **Status:** Verbatim records are supplemental only, do not replace approved summary minutes, are not the official record of Township action, and shall not be relied upon to interpret motions, votes, or intent. Approved summary minutes shall control in the event of any discrepancy.

#### **VI. Preparation and Review**

1. Draft minutes shall be prepared by the Secretary or designated staff in summary format and marked "Draft – Subject to Approval."

2. Minutes shall be reviewed and approved at a subsequent public meeting.

3. Corrections shall be limited to accuracy and clarity, not reinterpretation of debate.

4. You-Tube time stamp for each action and discussion item.

#### **VII. Public Comment Documentation**

Public comment shall be reflected by: - Name (if provided) - General subject matter - Whether action was taken or referred - Summaries of questions and answers if applicable

Verbatim public comment shall not be included unless required by law or specifically directed by the governing body.

#### **VIII. Retention and Access**

Approved minutes shall be retained permanently in accordance with the Pennsylvania Municipal Records Retention Schedule.

Verbatim recordings, if made, shall be retained according to the applicable retention schedule and may be disposed of after approval unless otherwise required.

**IX. Policy Intent**

This Policy is intended to: - Promote clarity, consistency, and efficiency - Reduce ambiguity and risk - Ensure compliance with Pennsylvania law - Reinforce that minutes are a record of actions, not a transcript of discussion

**X. Effective Date**

This Policy shall take effect upon adoption by the Township Board of Commissioners and shall apply to all public meetings thereafter.

RESOLVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

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

By: \_\_\_\_\_  
Name: Jerrod D. Belvin  
*Township Manager*

By: \_\_\_\_\_  
Name: Ellen Gndt  
*President, Board of Commissioners*

**RESOLUTION NO. 2026-16**  
POCONO TOWNSHIP BOARD OF COMMISSIONERS  
MEETING AGENDA POLICY

WHEREAS, the Board of Commissioners of POCONO TOWNSHIP (The Board) a First Class Township under the laws of the Commonwealth of Pennsylvania, is authorized to establish rules and procedures for the orderly conduct of its meetings; and

WHEREAS, the Board desires to promote efficient, transparent, and fair meetings consistent with Robert's Rules of Order Newly Revised, the Pennsylvania First Class Township Code, and the Pennsylvania Sunshine Act; and

WHEREAS, the Board has determined that a standardized agenda format, clear deadlines, and defined rules governing Commissioner participation will improve meeting efficiency, public understanding, and procedural consistency; and

WHEREAS, the Board has reviewed and discussed a proposed Agenda Policy setting forth procedures for agenda preparation, approval, public posting, emergency items, and Commissioner participation;

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

1. Adoption of Agenda Policy.

The Board of Commissioners hereby adopts the Agenda Policy, attached hereto and incorporated by reference as Exhibit "A."

2. Authority of the Chair.

The Chair is authorized to enforce the Agenda Policy in a fair and impartial manner consistent with Robert's Rules of Order and applicable law.

3. Resolved & Adopted this \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

Attest:

TOWNSHIP OF POCONO,  
MONROE COUNTY, PENNSYLVANIA

By: \_\_\_\_\_

Name: Jerrod Belvin,  
*Township Manager*

By: \_\_\_\_\_

Name: Ellen Gndt,  
*President, Board of Commissioners*

# **EXHIBIT "A"**

## **AGENDA POLICY**

Pocono Township  
Board of Commissioners

### **1. Purpose**

The purpose of this Agenda Policy is to establish a clear, orderly, and transparent process for the preparation, approval, and conduct of agendas for meetings of the Board of Commissioners, consistent with Robert's Rules of Order Newly Revised, the Pennsylvania First Class Township Code, and the Pennsylvania Sunshine Act.

### **2. Agenda Preparation, Review, and Deadlines**

#### **A. Submission of Agenda Items for regularly scheduled meetings.**

All agenda items requested by Commissioners, staff, or consultants shall be submitted to the Township Manager/Secretary no later than 4 (Tuesday, if the regularly scheduled meetings falls on the following Monday) business days prior to the regularly scheduled meeting. Each request shall clearly identify whether the item is for information, discussion, or action and shall include relevant supporting documentation.

#### **B. Drafting of Agenda**

The Township Manager/Secretary shall prepare a draft agenda no later than 3 (Wednesday, if the regularly scheduled meeting falls on the following Monday) business days prior to the meeting, incorporating all timely submitted items.

#### **C. Preliminary Review and Approval**

The draft agenda shall be reviewed by the Board of Commissioners and, when appropriate, the Township Solicitor and Township Manager, for procedural compliance, legal sufficiency, and proper agenda placement. Preliminary approval shall occur no later than 2 (Thursday, if the regular scheduled meeting falls on the following Monday) business days prior to the meeting.

#### **D. Public Posting**

Following preliminary approval, the finalized agenda shall be posted for public access in accordance with the Pennsylvania Sunshine Act and Township posting practices.

### **3. Emergency and Late Agenda Items**

#### **A. Definition**

An emergency or late agenda item is a matter that arises after the agenda submission deadline and requires prompt Board consideration due to time sensitivity, public safety, legal necessity, or the risk of substantial financial or operational harm to the Township.

#### B. Inclusion of Emergency Items

Emergency or late agenda items may be added to the agenda only by majority vote of the Board at the time of agenda approval, or as otherwise permitted under the Pennsylvania Sunshine Act.

#### 4. Agenda Structure

Agendas shall generally include the following order: Call to Order; Roll Call; Pledge of Allegiance; Public Comment on Agenda and Non agenda Items; Announcements; Approval of Minutes; Old Business; New Business; Reports; Adjournment.

#### 5. Effective Date

This Agenda Policy shall take effect upon adoption by resolution of the Board of Commissioners.

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
February 17, 2026 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on February 17, 2026 and was opened by Chair Ellen Gndt at 6:03 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**

*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.*

**Public Comment**

Cheryl Parks - Resident – Commented regarding the Blasting at Core5  
Maureen Madden – Commented on Cheryl Parks photos  
Maria Danges – Resident – Questioned the Blasting  
Josh Knapp - Resident – Commented regarding the Blasting  
Peter Shanas - Resident – Commented regarding the traffic up Camelback Mountain. Chief Wagner, Pat Briegel, Corporal Anglemyer, Leo DeVito, and the General Manager of Camelback commented.

**Presentations**

Mike Stettler – Monroe County Waiste Authority – Leaf recycling and trash disposal drop-off - Time stamp: 6:30 – Ellen Gndt questioned Leaf Pickup compliance.

D&D Engineering – Mountain Edge Townhouse – Waiver requests - Time stamp 6:44 –

Ellen Gndt made a motion, seconded by Mike Velardi, to approve the waiver of Section 390-29.E.(3) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Mike Velardi, to approve the waiver of Section 390-29.J.(1).(c) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to approve the waiver of Section 390-48.AA - Roll Call: Ellen Gndt, aye; Natasha Leap, aye; Mike Velardi, aye; Matt Long, aye; Charles Keppler, nay. (4-1) Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to approve the waiver of Section 390-49.A.(4) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to approve the waiver of Section 390-50.D.(5) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to approve the waiver of Section 390-50.D.(7) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Matt Long, to approve the waiver of Section 390-50.D.(8) – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Natasha Leap, to approve the waiver of Section 390-58. Roll call: Ellen Gndt, aye; Natasha Leap, aye; Mike Velardi, aye; Matt Long, nay; Charles Keppler, nay. (3-2) Motion carried. Josh Knapp and Maureen Madden commented. Time stamp: 7:10 p.m.

Ellen Gndt made a motion, seconded by Mike Velardi, to approve the waiver of Section 365-8.L – All in favor. Motion carried.

Ellen Gndt made a motion, seconded by Mike Velardi, to approve the waiver of Section 365-13.B – All in favor. Motion carried.

**Resolutions** – Time stamp 7:12

- Ellen Gndt made a motion, seconded by Mike Velardi, to approve Resolution 2026-10 LDP 1445 – Mountain Edge Townhouse. Roll call: Ellen Gndt, aye; Natasha Leap, aye; Mike Velardi, aye; Matt Long, nay; Charles Keppler, aye. (3-1) Motion carried.
- Ellen Gndt made a motion, seconded by Matt Long, to approve Resolution 2026-12 (LDP 1414 – 135 Warner Road) denial for failure to respond to or address the deficiencies set forth in the engineering review letter dated 2/23/24. All in favor. Motion carried. (Discussion took place among the board, zoning, and Twp. Manager.) Ellen Gndt made a motion, seconded by Natasha Leap, to rescind the previous motion on 135 Warner Rd. All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Charles Keppler to (LDP 1441 – Leisure Lake @ the Pocono's) deny for failure to respond to or address the deficiencies set forth in the engineering review letter dated 3/11/25 unless an extension is received prior to 2/26/26. (Lengthy discussions took place among the board, zoning, and Twp. Manager.) All in favor. Motion carried.

**Consent Agenda**

- Charles Keppler made a motion, seconded by Matt Long, to approve the Old business consisting of the minutes of the February 2<sup>nd</sup> regular meeting, January 20, 2025 regular meeting, January 5<sup>th</sup> regular meeting, and January 5<sup>th</sup> Re-Organization meeting of the Board of Commissioners. Discussion: Ellen Gndt stated that corrections to be made regarding the vacancy board appointment, a question on a motion that had no second and a table that had no second. Charles Keppler made a motion, seconded by Matt Long, to rescind the motion. Roll call: Ellen Gndt, nay; Natasha Leap, aye; Mike Velardi, aye; Matt Long, aye; Charles Keppler, aye. (4-1) Motion carried. Charles Keppler made a motion, seconded by Matt Long, to approve the minutes of the February 2<sup>nd</sup>, January 20<sup>th</sup>, January 5<sup>th</sup> regular meetings with changes listed above, along with the January 5<sup>th</sup> reorganization meeting minutes. All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Matt Long, to approve the Financial transactions through February 17, 2026 as presented, including ratification of expenditures in the amount of \$841,804.91 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund. All in favor. Motion carried.

**NEW BUSINESS**

- Discussion on a motion to declare Pocono Manor Resort a dangerous structure was had. Ellen Gndt made a motion, seconded by Charles Keppler, to declare Pocono Manor Hotel a dangerous structure. Roll call: Ellen Gndt, aye; Natasha Leap, nay; Mike Velardi, aye; Matt Long, aye; Charles Keppler, aye. (4-1) Motion carried.
- Charles Keppler made a motion, seconded by Matt Long, to authorize township solicitor to advertise a hearing for Police Cost Recovery Ordinance. Time Stamp: 7:34 Discussion by the board and public was had. Ellen Gndt made a motion, seconded by Charles Keppler, to table the matter of Police Recovery Ordinance. All in favor. Motion carried.
- Discussion regarding a possible Motion to add Stop sign to MCTI Driveway & Laurel Lake Rd, was had. Time Stamp 8:01
- Mike Velardi made a motion, seconded by Matt Long, to purchase 3 Mio-Vision adaptive systems & installation from Signal Service not to exceed 80,000. Discussion was had with a time stamp of 8:03 All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Matt Long, to approve the bidding and construction schedule for the demolition and construction of abutments for the TLC Park Pedestrian Bridge. Discussion time stamp 8:08. All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Mike Velardi, to purchase a timber pedestrian bridge for TLC Park through Costars. Discussion time stamp 8:09. All in favor. Motion carried.

- Ellen Gndt made a motion, seconded by Mike Velardi, to approve the waiver of pavilion rental fees for the Masonic Organization on pavilion #3 for October 25<sup>th</sup>. Discussion time stamp 8:12 All in favor. Motion carried.
- Mike Velardi made a motion, seconded by Natasha Leap, to appoint Mike Stettler Jr. "Inspection Mechanic," in accordance with "Article 30 – Licensing", of the CBA. Discussion time stamp 8:13 All in favor. Motion carried.
- Ellen Gndt made a motion, seconded by Charles Keppler, that the board ratify and confirm its prior direction given an executive session to retain Gross Law Offices to conduct an independent investigation related to a personnel complaint, authorize the execution of the engagement agreement at \$250/hr., plus expenses, if any, and approve the payment of the invoices submitted pursuant to that agreement, subject to the review and approval under our regular bill payment procedures. Discussion time stamp 8:15. All in favor. Motion carried.

Personnel – Ellen Gndt made a motion, seconded by Matt Long, to table the personnel issue set forth in the agenda for tonight's meeting. All in favor. Motion carried.

### Commissioner Comments

#### **Ellen Gndt – President**

- Solar Field update – Time stamp 8:18:41
- Leaf Recycling - Time stamp 8:19:03
- Blasting – Time stamp 8:20:20

#### **Matt Long – Vice-Chairman**

- Discussion- Clarification of Public Misinformation Circulating on Social Media – Time stamp 8:28:21
- Amusement Tax Update – Time stamp 8:32

### Commissioner Comments

#### **Natasha Leap – Commissioner**

#### **Mike Velardi – Commissioner**

- Statements expressed by individual board members are their own and do not necessarily represent the official position of the board nor myself.
- Electoral College system – 8:32:47

#### **Charles Keppler – Commissioner**

- Discussion on Public Option for trash collection – Time stamp 8:34:27
- Discussion on Park Board – Time Stamp 8:34:40

### Reports

**Zoning Report-SFM Consulting – Time stamp 8:38:01**

**Police – James Wagner, Chief – Time stamp 8:39:36**

**Fire Report – Corey Sayer**

**Manager Report – Jerrod Belvin - Time Stamp 8:40**

- PFM will be in attendance at our next BOC meeting.
- Vector Control Update – Time stamp 8:40:49
- Core 5 Blasting Schedule - Time stamp 8:42:39
- Police Wing – 8:43:53

**Public Works – Patrick Briegel – Time Stamp 8:45**

- Update on weather, salt, and cinder supply. Time stamp 8:44:59
- Sewer Business Update Time stamp 8:45:59
- Park staff interviews coming up next week.
- Charles Keppler asked regarding mailbox reimbursement. – Time stamp 8:48:31

**Township Engineer Report- Jon Tresslar – Time Stamp 8:52:38**

- Sewer Business Update
- Learn Road Roundabout cost update
- TASA Project
- TLC walking bridge-

**Township Solicitor Report-Leo V. DeVito – Time Stamp 8:53:17**

- Sewer Business Update
- Pocono Manor Old Hotel Update
- General legal update
- Learn Road Easement Process

**Adjournment** –Ellen Gndt made a motion, seconded by Matt Long, to adjourn the meeting and head in to executive session at 8:54 p.m. All in favor. Motion carried.

DRAFT

# POCONO TOWNSHIP

## Monday March 2, 2026

### SUMMARY

**Ratify**

General Fund	\$	14,191.57
Payroll	\$	151,526.49
Sewer Operating	\$	5,138.04
Capital Reserve	\$	21,678.78

**Bill List**

TOTAL General Fund	\$	77,502.16
TOTAL Sewer OPERATING Fund	\$	45,632.35
TOTAL Sewer CONSTRUCTION Fund	\$	92,509.49
TOTAL Capital Reserve Fund	\$	23,971.75
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>432,150.63</b>

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# POCONO TOWNSHIP CHECK LISTING Monday March 2, 2026

**General Fund**

Date	TYPE	Vendor	Memo	Amount
02/16/2026	TRANSFER ADP		PAYROLL 2/2/26 - 2/15/2026	\$ 151,526.49
			<b>TOTAL PAYROLL</b>	<b>\$ 151,526.49</b>

**General Expenditures**

Date	Check	Vendor	Memo	Amount
02/11/2026	3692	Brodhead Creek Regional Authority	TWP Drive Sewer	163.62
02/11/2026	3693	Lowe's	Event and Park supplies	48.12
02/11/2026	3694	PPL Electric Utilities	LED Street Lights	1,283.53
02/11/2026	3695	Swank Motion Pictures, Inc.	3/21/26 Event Movie - Zootopia 2 Widescreen	300.00
02/20/2026	3697	PPL Electric Utilities	Lights	12,341.35
02/24/2026	3698	Blue Ridge Communications	Kennys Way Internet	54.95
			<b>TOTAL General Fund Bills</b>	<b>\$ 14,191.57</b>

**Sewer Operating Fund**

Date	Check	Vendor	Memo	Amount
02/17/2026	1599	Verizon	Sewer SCADA System	36.36
02/17/2026	1600	BLUE RIDGE COMMUNICATIONS	PS 5 Phone	65.96
02/20/2026	1601	PPL Electric Utilities*	Pump Stations Lighting	3,896.57
02/20/2026	1602	Verizon Wireless	Sewer Modems	120.03
02/20/2026	1603	MET-ED	PS 4 Electric	887.20
02/24/2026	1605	BLUE RIDGE COMMUNICATIONS	PS 3 & 4 Phone	131.92
			<b>TOTAL Sewer Operating Fund</b>	<b>\$ 5,138.04</b>

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount
02/11/2026	1161	FNB EQUIPMENT FINANCE	8896-018 2026 Ford Interceptor	21,678.78
			<b>TOTAL Capital Reserve Fund</b>	<b>\$ 21,678.78</b>

**TOTAL General Fund**

**TOTAL Sewer Operating**

**Total Capital Reserve**

**TOTAL**

\$	14,191.57
\$	5,138.04
\$	21,678.78
\$	<b>41,008.39</b>

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

# POCONO TOWNSHIP CHECK LISTING

## Monday March 2, 2026

### General Fund

Date	Check	Vendor	Memo	Amount
02/24/2026	3699	ADP, INC	2025 Q4 Y/E Info - Tax Reporting, W-2's	472.15
02/24/2026	3700	AFLAC	Supplemental Insurance	349.56
02/24/2026	3701	American Heritage Life Insurance Company	Supplemental Insurance	572.76
02/24/2026	3702	AMERICAN UNITED LIFE INSURANCE CO.	GTL	3,459.00
02/24/2026	3703	Blue Ridge Lumber	De-icing Cable for Roof & Gutter	119.99
02/24/2026	3704	Cefali & Associates PC	Dec 2025 Treasury Services	683.75
02/24/2026	3705	Cleveland Brothers Equip. Co.	PW Supplies	1,821.85
02/24/2026	3706	Covert, Kylie	Travel	541.39
02/24/2026	3707	Cyphers Truck Parts	Truck Supplies	651.36
02/24/2026	3708	Donna Kenderline Reporting	Hearings	746.00
02/24/2026	3709	E.M. Kutz, Inc.	Carbide Cutting Edge Kit & Highway Marker Kit	1,383.84
02/24/2026	3710	Encore Holdings, LLC dba Kistler O'Brien	Fire Alarm Inspect	2,143.80
02/24/2026	3711	Eric A. Moses Co.	Red & Tacky Grease, Blaster, Latex Gloves	256.80
02/24/2026	3712	Gotta Go Politics, Inc.	TLC & MVP Park Baseball Field Rental	975.00
02/24/2026	3713	HUNTER KEYSTONE PETERBILT, L.P.	Truck Supplies	1,584.31
02/24/2026	3714	J. P. Mascaro & Sons	MVP Garbage & Recycle Serv Feb 2026	626.00
02/24/2026	3715	J. P. Mascaro & Sons	Waste Removal Feb 2026	457.00
02/24/2026	3716	Kimball Midwest	Circuit Breaker & Mini Pro-Torch	47.08
02/24/2026	3717	Locust Ridge Quarry	Anti-Skid Type AS2 147.72 Ins	3,245.33
02/24/2026	3718	MAY EQUIPMENT INC	Pococo TWP	892.04
02/24/2026	3719	MeiLife - Non Uni. Pen. Plan	Pension	10,900.33
02/24/2026	3720	Monroe County Control Center	Police NetMotion 6 Mo License	120.00
02/24/2026	3721	Nationwide - 457	Voluntary 457	5,755.04
02/24/2026	3722	Plitney Bowes	Police Postage Machine Rental	193.11
02/24/2026	3723	PPL Electric Utilities	TLC Lighting	398.69
02/24/2026	3724	RG Group	Supplies	270.13
02/24/2026	3725	RLE Pococo, Inc. / Schlier's Towing	Unit 97 Tow Service	95.00
02/24/2026	3726	Scantek	Laserfiche Doc Mgmt Renewal 3/1/2026 - 2/28/2027	1,349.30
02/24/2026	3727	Simi Cement / Slag / Salt	Salt Bulk Rollup Untreated 67.75 Ins	6,605.62
02/24/2026	3728	Staples	Office Supplies	177.49
02/24/2026	3729	Stroudsburg Electric Motor Service	Milwaukee Expand Vac Hose	36.99
02/24/2026	3730	STTC Service Tire Truck Centers, INC.	Truck Service	629.97
02/24/2026	3731	Suburban Propane	Propane	10,767.00
02/24/2026	3732	Suburban Testing Labs	SDWA Monthly 701	132.00
02/24/2026	3733	T&M Associates	Engineering	9,232.65
02/24/2026	3734	TRANSR, LLC	January 2026 Saas	733.33
02/24/2026	3735	UNIFIRST Corporation	TWP Mat Cleaning	104.46
02/24/2026	3736	US BANK - Lockbox CM9722	Police Pension Employee Contribution	8,388.31
02/24/2026	3737	Waldron, Robert	2/21/26 Uniform Reimb	149.99
02/24/2026	3738	Brand, Andrew	1/20 - 2/21/26 Mechanics Training	623.74
<b>TOTAL GENERAL FUND</b>				<b>\$77,502.16</b>

### Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
02/20/2026	1604	Pococo Township	Pay back General Fund from Sewer Engineering	1,303.00

02/24/2026 1606	BRODHEAD CREEK REGIONAL AUTHORITY	American Aquatic Testing Invoice 14697	4,800.00
02/24/2026 1607	BRODHEAD CREEK REGIONAL AUTHORITY	John Prevoznik Inv 15728	950.00
02/24/2026 1608	Evoqua Water Technologies LLC	PS 5 Bioxide Treatment 1/26/26	6,065.67
02/24/2026 1609	J.P. Mascaro & Sons	Pump Station 5 Waste Removal Feb 2026	312.25
02/24/2026 1610	Site Specific Design, Inc.	Grommets - Adaptors for Grinder Pump	100.00
02/24/2026 1611	T&M ASSOCIATES	Engineering	31,734.76
02/24/2026 1612	TRAIISR, LLC	Jan 2026 Monthly SaaS	366.67
<b>TOTAL Sewer Operating Fund</b>			<b>\$45,632.35</b>

**Sewer Construction Fund**

Date	Check	Vendor	Memo	Amount
02/24/2026 1044		CoStream	SaaS - Wastewater PS 5 2/2026 - 12/2026 Software	10,370.00
02/24/2026 1045		T&M Associates	Engineering	82,139.49
<b>TOTAL Sewer Construction Fund</b>				<b>\$92,509.49</b>

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount
02/24/2026 1162		T&M Associates	Engineering	23,971.75
<b>TOTAL Capital Reserve Fund</b>				<b>\$23,971.75</b>

General Fund	\$ 77,502.16
Sewer Operating	\$ 45,632.35
Sewer Construction Fund	\$ 92,509.49
Capital Reserve	\$ 23,971.75
<b>TOTAL</b>	<b>\$ 239,615.75</b>

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

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026 -**

**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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

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

\_\_\_\_\_  
**JERROD BELVIN**  
*Township Manager*

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

DRAFT

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2026 -**

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**[SIGNATURE PAGE FOLLOWS]**

**ENACTED AND ADOPTED** by the Board of Commissioners this \_\_\_\_ day of \_\_\_\_\_,  
2026.

**ATTEST:**

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

\_\_\_\_\_  
**JERROD BELVIN**  
*Township Manager*

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

DRAFT

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO.**

**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 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 wastewater 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 Township'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, treatment plant, 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 Pocono Township Wastewater Treatment Plant.

(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 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, but in no case shall exceed a total oil and grease value of 300 mg/l or a total petroleum value of 100 mg/l (as described in this Article) shall be prohibited.

(c) 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.

(d) 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.
- (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.

(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.

(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 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 (total oil and grease value of 300 mg/l or a total petroleum value of 100 mg/l).

(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 needed 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.

### **§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 pass through, or which may cause the Township 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 \_\_\_\_\_, 2025.

**ATTEST:**

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

\_\_\_\_\_  
JERROD BELVIN  
*Township Manager*

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



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February 24, 2026

Pocono Township Board of Commissioners  
112 Township Dr.  
Tannersville, PA 18372

To whom it may concern,

Every year my organization, Colonial Intermediate Unit #20, hosts an end-of-the-year picnic for the schools we provide service to. We are a non profit educational service agency that services all Monroe County Schools including Pocono Mountain East HS and Clear Run Intermediate. I'm writing this letter to request the use of pavillion #3 at Mountain View Park on Friday, May 16th and have the fees waived. We've been fortunate to be able to use the park for the past 10 years for this event. Your park offers great opportunities for my special education students to explore and celebrate the successes of their school year. The adaptive playground at Mountain View Park gives our students a very valuable and unique opportunity to socialize with peers from other classes in their community.

Thank you for your time. I look forward to hearing from you.

Sincerely,

Michael Matlock  
Facilitator for Therapeutic Activities  
(610) 674-3855

# 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: _____	
<input type="checkbox"/> Cash \$ _____	<input type="checkbox"/> Check # _____

MIKE MATLOCK                      7/8/68                      COLONIAL IU #20  
 Name (person responsible)                      Date of Birth                      Event Name on Sign

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

COLONIAL IU #20 - NON PROFIT SCHOOL GROUP  
 Name and Description of group/organization (league, private party, bus/corp., non-profit, etc.)

6 DANFORTH DR EASTON, PA 18045 - OPERATE SCHOOLS                      IN POCONO TWP  
 Physical Address (Street, City, State, Zip)                      Municipality/Township

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

MAY 14, 2026                      SET UP 9:00                      200  
 Event Date                      Event start & end time (Park Hours 10am-8pm)                      Expected guests (#)

MIKE MATLOCK                      610 674 3855                      MMATLOCK@CIU20.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: \_\_\_\_\_

Michael PMJ                      THERAPEUTIC ACTIVITY COORD                      2/25/26  
 Signature                      Position with org/group                      Today's Date

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

Pocono Township Resident Fees:
Private Party or Non-Profit (In Twsp)
<input type="checkbox"/> Mon, Tues, Wed, Thurs -\$50/day (any pavilion)
<input type="checkbox"/> Fri, Sat, Sun - \$100/day (any pavilion)

Non-Resident Fees:
Private Party, Corporations, Business, Non-Profit
<b>Monday - Sunday</b>
<input type="checkbox"/> Pavilion 2/4 - \$200/day
<input type="checkbox"/> Pavilion 1/3 - \$300/day

Pocono Township Representative, Official Signature and Title

Date



## **SPECIAL NON-PROFIT PRICING**

Prepared by:  
Brian Schantz  
Valley Business Systems  
February 12, 2026





## About Copycat Business Systems



- Locally owned and operated in the Lehigh Valley since 1991.
- Authorized Kyocera America MFP and EPSON Wide-Format Dealer.
- Over 75 years combined experience in copier technology.
- Specializing in multi-function copiers, high-speed scanners, wide format printers, IT management, document management systems, computer sales, service and network solutions.





## Outstanding Service



- Average 2.5-hour LOCAL service response time.
  - KFS to remotely monitor devices for remote diagnostics and meter reads.
  - 95% service calls resolved in ONE visit.
  - Same day service and delivery of supplies!
  - No toner delivery fees for contract customers.
  - Your phone call will be answered by one of our friendly staff members!! No annoying answering service to navigate when you call our office.
- 

## Proposed Equipment: **Kyocera TASKalfa MZ4001ci**

- Up To 40 PPM B&W & **COLOR**
- 320-Sheet Dual-Scan Document Processor
- USB For On-The-Go Scanning and Printing
- ID Card Copy
- TOTAL Copy, Print, Fax and Scan-In-Color Capabilities
- (2) 500-Sheet Paper Trays
- 50x/1,000-Sheet External Stapling Finisher
- 10.1" Color Touch Screen Control Panel
- 100-Sheet Multi-Purpose Tray
- Color-Matching Copier Stand w/ Casters



Picture Not To Spec.



## Pricing:



- **Brand New Kyocera TASKalfa MZ4001ci**
    - **60 Month \$1.00 Buy-Out Lease = \$192.65/Month**
    - Coordinate Installation of Kyocera Drivers With Your I.T. Professional on **ALL** Networked Computers.
    - Provide Operator Training of ALL Pertinent Functions.
    - Includes Delivery and Installation
    - **NO HIDDEN FEES EVER!!**
- 



**THANK YOU FOR YOUR TIME!!**



**We specialize in helping local townships like yours save money,  
become more productive, and more proactive.**

If you have any questions, please contact me directly:

- ✓ **Cell:** (484) 894-4560
- ✓ **Office:** (570) 622-5551
- ✓ **Email:** [brians@copycatbs.com](mailto:brians@copycatbs.com)

**\*\* Pricing cannot be guaranteed after 30-days from above date \*\***





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



**PROPOSAL**

**Account Information**

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

**Customer Information**

**Name:** Jarrod Belvin

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

This proposal is valid through: 12/03/2025

**POCONO TOWNSHIP**

**Johnson Controls Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

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 forth coming 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 MAJUERE.** 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/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) 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/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) 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.

## **INTERMUNICIPAL PARCEL DESIGNATION AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2026, by and among **POCONO TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, with offices located in Monroe County, Pennsylvania (“Pocono Township”); **POCONO MOUNTAIN SCHOOL DISTRICT**, a public school district organized under the laws of the Commonwealth of Pennsylvania (“School District”); and **611 LAND DEVELOPMENT, LLC**, a Pennsylvania limited liability company (“Developer”).

**WHEREAS**, Developer is the owner and developer of certain real property identified as Monroe County Parcel No. 12.2.1.26-2 (the “Property”); and

**WHEREAS**, Developer has obtained conditional approval for certain Land Development Plans to develop the Property from Pocono Township, and is in the process of obtaining conditional approval for said Land Development Plans from Hamilton Township; and

**WHEREAS**, Hamilton Township has made it an express condition of Hamilton Township’s execution of PennDOT Form M-950AA, which is a necessary condition of final approval for both Pocono Township and Hamilton Township’s final, unconditional approval of the said Land Development Plan; and

**WHEREAS**, the Property is presently identified by the Monroe County Assessment Office as being located within Pocono Township;

**WHEREAS**, the parties acknowledge that pursuant to the Land Development Plan and the Consolidated County Assessment Law, 53 Pa.C.S. § 8818(b), the Property, once developed in accordance with the Land Development Plan, should properly be designated as a parcel located within Hamilton Township, Monroe County, Pennsylvania;

**WHEREAS**, the parties desire to memorialize their mutual understanding that upon issuance of building permits for the Property, the Monroe County Assessment Office shall renumber and designate the Property as a Hamilton Township parcel for all purposes of assessment, taxation, and administration.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Upon the issuance of building permits by Hamilton Township for the construction of improvements to the Property, the parties hereby consent and agree that the Monroe County Assessment Office shall reassign, renumber, and redesignate the Property as a parcel located within Hamilton Township, Monroe County, Pennsylvania.

2. Pocono Township and the School District acknowledge and consent to the reassignment described above and agree to cooperate in any necessary administrative actions to effectuate the reassignment.

3. Developer shall be responsible for any fees, costs, or documentation required by Monroe County to complete the reassignment of parcel designation.

4. Developer shall construct all improvements in accordance with the Land Development Plan. Any substantive deviation from the Land Development Plan that reasonably calls into question the applicability of the Consolidated County Assessment Law at 53 Pa.C.S. § 8818(b) shall render this Agreement null and void.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed valid and binding to the same extent as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

POCONO TOWNSHIP

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

611 LAND DEVELOPMENT, LLC

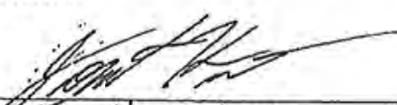
By:  \_\_\_\_\_

Name: Christopher S. Brown

Title: Legal Counsel

Date: 2/5/24

POCONO MOUNTAIN SCHOOL  
DISTRICT

By:  \_\_\_\_\_

Name: Jonathan Huta

Title: Solicitor

HAMILTON TOWNSHIP

By: \_\_\_\_\_

Name:

Title:

Date:

701 Main Street, Suite 405  
Stroudsburg, PA 18360



Phone: 570-517-3100  
Fax: 570-517-3858  
mcpc@monroecountypa.gov  
www.monroecountypa.gov

## MONROE COUNTY PLANNING COMMISSION

---

February 27, 2026

Jerrold Belvin, Township Manager  
Pocono Township Municipal Building  
205 Old Mill Road  
Tannersville, PA 18372

Re: Medium Density Residential District Expansion  
Zoning Map Amendments  
Pocono Township  
MCPC Review #23-26

Dear Mr. Belvin:

The above cited zoning map amendments were reviewed by Eric Koopman, Lead Senior Planner, on behalf of the Monroe County Planning Commission. You will find the comments enclosed.

All comments are preliminary and will be acted upon by the Planning Commission at its regular meeting on March 10, 2026 at 5:00 p.m. at the Monroe County Planning Commission office. This action is in keeping with the Planning Commission's review policy and allows the municipalities and other interested parties to respond to the review comments before the Planning Commission's public meeting.

If these comments are not amended and are found to be acceptable by the Board at the next meeting, they should be considered to be approved as enclosed.

If you have any questions, or if we can be of further service to you, please feel free to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Christine Meinhart-Fritz".

Christine Meinhart-Fritz  
Director

CMF/ek

701 Main Street, Suite 405  
Stroudsburg, PA 18360



Phone: 570-517-3100  
Fax: 570-517-3858  
mcp@monroecountypa.gov  
www.monroecountypa.gov

## ***MONROE COUNTY PLANNING COMMISSION***

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TO: Christine Meinhart-Fritz, Director

FROM: Eric Koopman, Lead Senior Planner

DATE: February 27, 2026

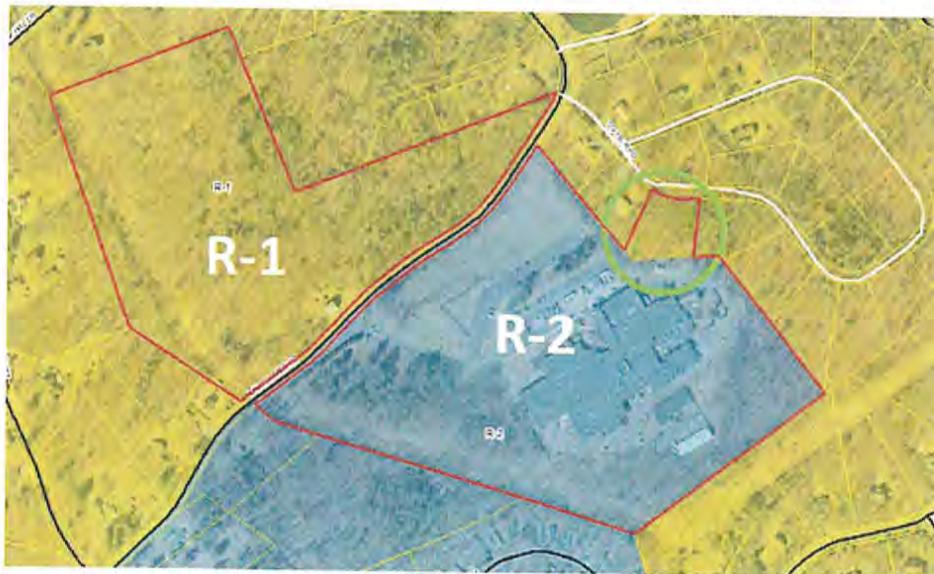
SUBJECT: Medium Density Residential District Expansion  
Zoning Map Amendment  
Pocono Township  
MCPC Review #23-26

The Township of Pocono is proposing a rezoning of eighteen parcels located along Vo Tech Drive, approximately 400 feet east of its intersection with Laurel Lake Road, at the request of the Monroe Career and Technical Institute. The parcels tax identification numbers in question are 12.9B.3.24, 12.9B.3.23, 12.9B.3.22, 12.9B.3.21, 12.9B.3.20, 12.9B.3.19, 12.9B.3.18, 12.9B.3.3, 12.9B.3.4, 12.9B.3.5, 12.9B.3.6, 12.9B.3.7, 12.9B.3.8, 12.9B.3.13, 12.9B.3.14, 12.9B.3.15, 12.9B.3.16, 12.9B.3.17. The parcels are currently zoned Low-Density Residential (R-1) and are to be rezoned to Medium-Density Residential (R-2). All parcels are in single ownership by the Monroe Career and Technical Institute.

The above mentioned zoning map amendments have been reviewed on the basis of generally accepted planning principles and environmental concerns. The following technical comments concerning the proposed amendments are offered:

1. The proposed amendment is generally consistent with the PMPC, Act 247 of 1968, as amended, in terms of following required procedures.
2. The proposed rezoning was requested by the Monroe Career and Technical Institute (MCTI). It should be noted that 'educational uses' are permitted as a conditional use in the R-2 district, but not permitted in the R-1 zone. It is unclear if MCTI is in the process of expanding their facilities. The Township should have a clear understanding of the specifics of the applicant's intentions.
3. It is unknown if a lot joinder for the affected parcels is being considered. All parcels are in single ownership of and adjacent to the MCTI campus. If it is their intent to expand, joining all lot to the MCTI campus is recommended to facilitate the planning process.
4. It should be noted that rezoning these properties would allow for expanded development options. Permitted land uses in the R-2 district that are not permitted in the R-1 district include boardinghouses, day cares, bed and breakfasts, mobile home parks, and multi-family dwellings.

5. It should be noted that the area to be rezoned abuts several residential dwellings. The Township should consider potential impacts to residences that may occur from potential future development.
6. All parcels proposed to be rezoned are approximately one acre and therefore non-conforming in regard to meeting the minimum lot area of the R-1 district (two acres minimum for all uses). The R-2 district permits development on lots meeting a minimum of only one acre under certain conditions, and the rezoning would result in a reduction of the degree of non-conformity.
7. It should be noted that the proposed rezoning includes a parcel that is currently split-zoned and is located in both the R-1 and R-2 districts (Tax ID #12.9.1.28). It is unknown if the R-1 zoned area to the north of the eastern portion of the property was considered to be included with the proposed rezoning. While there is a natural break separating the eastern and western portion of the site (Laurel Lake Road), no such break is present along the previously mention area. A diagram below shows the location in question:



*Area to remain split-zone shown in green.*

8. It should be noted that our office has worked with the Township in order to develop the rezoning exhibit. Our office appreciates being included in this process and remains available for mapping services.
9. While the proposed amendment possesses several characteristics of spot zoning such as affecting only a small area of land and being to the benefit a single property owner, it would not likely meet the strict criteria of spot zoning as the location is adjacent to an existing R-2 district.
10. If the rezoning proposal is approved and adopted by the Township, our offices are available to assist in creating an amended zoning map upon request.

Page Three  
Medium Density Residential District Expansion  
Zoning Map Amendment  
Pocono Township  
MCPC Review #23-26

11. If any revisions are made to the proposed zoning map amendment, it must be re-submitted to the MCPC for review prior to adoption. This requirement was recently affirmed by the Pennsylvania Commonwealth Court in *Hanover Healthcare Plus, Inc. v. Zoning Hearing Board of Penn Township* 875 A.2d 1255 (Pa. Cmwlth 2005). It is recommended that the Township discuss this with their solicitor.
12. The Staff has reviewed the proposed zoning map amendment and recommends that adoption be subject to the above noted comments being satisfactorily addressed.

In an attempt to maintain a library of municipal ordinances, we request that any adopted ordinance amendments (Zoning, Zoning Map and SALDO) be sent to the MCPC within 30 days of enactment as specified in the PMPC.

This review is subject to the approval of the Monroe County Planning Commission at its next regularly scheduled meeting.



## Community AED Enclosure and Device Donation Memorandum of Understanding Between Pocono Township, PA and The Aliver Foundation, A NJ Nonprofit Corporation

Congratulations, **Pocono Township, PA** has been selected to receive a lifesaving equipment donation from The Aliver Foundation and ordered from AED TEAM (equipment vendor) consisting of:

(1) LPCR2 -Semi-automatic, USB,English, Handle (SKU 99512-001435, FMV \$1,411)

Includes pre-connected 4 year electrodes, battery, handle, operating instructions, USB cable, Basic LIFELINKcentral AED program manager

(1) AED TEAM Response Kit

(1) AED Sign - Three Dimensional

(1) CE-TEK 4000 ALL WEATHER AED ENCLOSURE CE-TEK 4000 OUTDOOR AED ENCLOSURE (\$1,195 FMV)

The CE-TEK All Weather AED Enclosure protects AEDs from direct sunlight, cold temperatures, moisture, dust, tamper, and theft while ensuring 24/7 Public Access to Defibrillation. Manufactured in the UK from a durable polycarbonate, the CE-TEK All Weather AED Enclosure boasts an IP-66 rating against dust and water intrusion. A thermostat controlled heater inside the enclosure ensures that AED pads and emergency medication remain at safe operating temperatures regardless of the environment outside. To access lifesaving equipment, bystanders call 911 to receive the access code to open the enclosure.

As the recipient of this donation, **Pocono Township, PA** agrees to the following:

- 1) Fill out Municipality Information form.
- 2) Install the CE-TEK 4000 AED enclosure at **TLC Park** no later than 10 business days after receiving the donated equipment following all instructions from the equipment vendor AED TEAM explicitly (hardwiring to an electrical source, following protocols to make 911 dispatch centers and **Pocono Township, PA** first responders aware of the device location and access code, identifying who from your community will be responsible for testing the device on a monthly basis, budget for replacement pads/battery\* approximately every four years, registering with PulsePoint, etc.). Upon installation, the AED and enclosure shall become the property of **Pocono Township, PA** which shall be responsible for ongoing maintenance, inspections, and replacement components. The Aliver Foundation will provide a donation plate to be affixed on the lower left corner of the enclosure.
- 3) A one hour family friendly community education event to take place on a mutually agreed upon date where the enclosure is installed to celebrate the equipment donation. The event will be led by The Aliver Foundation and follow a standard agenda to include welcome remarks by an official from **Pocono Township, PA**, remarks by The Aliver Foundation, AED unveiling and photo op, and a CPR and AED demonstration by first responders who are certified CPR instructors. A meet the first responders/touch a truck component featuring **Pocono Township, PA** first responders is optional but suggested. The Aliver Foundation will need a 6 foot table to display organization information on at the event. **Pocono Township, PA** will help promote the event for maximum community attendance. A joint press release will be circulated and social media posts should be shared.
- 4) Send The Aliver Foundation a letter of receipt for IRS compliance purposes no later than one month after the donated equipment is received by **Pocono Township, PA**.

*Notes: Per the equipment vendor AED TEAM: "The AED unit should be checked as per manufacturers specifications at least monthly to ensure the pads/battery are in date and the device has a green light. The pads and battery have a (4) year lifespan. The replacement pads and battery cost is currently approximately \$493. If the AED device is used in a rescue, you can provide the data to the manufacturer, and they will give a set of replacement pads for free. Minimal maintenance is needed on the enclosures. Oiling the keypad once a year (more frequently in coastal areas) and cleaning off any dirt/debris from the enclosures. You can apply a coat of spray wax when cleaning them."*

By signing this agreement and accepting this equipment donation, **Pocono Township, PA** agrees to follow all protocols and instructions set by the equipment vendor AED Team, and hear by release and forever discharge and hold harmless The Aliver Foundation and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from accepting this lifesaving equipment donation paid for by The Aliver Foundation. IT IS UNDERSTOOD THAT THIS DISCHARGES THE ALIVER FOUNDATION FROM ANY LIABILITY OR CLAIM AGAINST THE ALIVER FOUNDATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THIS EQUIPMENT. YOU ALSO UNDERSTAND THAT THE ALIVER FOUNDATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY, ILLNESS OR DEATH.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jill A. Pall

\_\_\_\_\_  
Date

Founder & President, The Aliver Foundation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

[DONATE NOW](#)

Every dollar makes a difference and gets us closer to funding another bundle of lifesaving equipment for a public recreation space so lives can be saved 24/7/365.

**We cannot do this work without you. Thank you for your support.**



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# THE ALIVER FOUNDATION

HELPING HEARTS SINCE 2024



## Highly Visible, All Weather, Climate Controlled AED Enclosures

The main focus of The Aliver Foundation is to increase the number of AEDs in outdoor recreation spaces.

[Invest in our mission](#)

Before starting our 501(c)(3) organization, we researched and realized the majority of individuals and organizations were focused on ensuring AEDs were placed in schools, businesses, and other indoor facilities, as well as at sporting events and practices. While these places are obviously so important, our founder's cardiac arrest happened in a public recreation space where there was no AED accessible to bystanders. We noticed that while you can sometimes

find an AED in an outdoor space, the large majority of the enclosures that are supposed to keep the equipment safe and accessible are not all weather, climate controlled, or easy to spot. We believe this is something that needs to be made a priority along. Why bother if you're not going to put the best equipment out there?

We spent over a year researching outdoor AED equipment along side professional first responders, emergency management officials, cardiac care unit doctors and nurses before launching The Aliver Foundation in January 2024. The unanimous recommendation was the CE-TEK 4000 Outdoor AED Enclosure for a multitude of reasons, some of which are outlined below. We continue to converse about the outdoor enclosures on the market on a regular basis.

Please scroll down to see the specs of the [CE-TEK 4000 Outdoor AED Enclosure](#) which, depending on your community's needs and set-up, can feature secure access (dial 9-1-1 to get the keypad's code) or open access with no keypad.

Please mail  
[info@thealiverfoundation.org](mailto:info@thealiverfoundation.org) if we  
can help your community.

**THIS OUTDOOR AED ENCLOSURE ENSURES THE FIRST LINK IN THE CARDIAC ARREST CHAIN OF SURVIVAL IS ACTIVATED.**

**BRIGHT YELLOW. ALL WEATHER. CLIMATE CONTROLLED. TAMPER PROOF.**



**IN CARDIAC EMERGENCIES, PEOPLE OFTEN RUSH TO USE AN AED AND FORGET THE MOST CRITICAL STEP.**

**UNLESS SOMEONE CALLS 9-1-1, HELP IS NOT ON THE WAY.**

THE ALIVER FOUNDATION  
101 THE ALIVER FOUNDATION

THE CE-TEK 4000 OUTDOOR AED enclosures we donate are keypad secured for a reason and it's probably not the one you think.

Yes, being tamper proof is important. But that keypad ensures 9-1-1 is called first, activating the chain of survival.

The 9-1-1 operator provides the access code and stays on the line.

That call ensures:

- ✓ Emergency responders are immediately dispatched
- ✓ The caller receives calm, step-by-step instructions
- ✓ CPR can begin without delay
- ✓ The AED is used as part of a coordinated rescue response (remember, not all heart rhythms are shockable)

If no one calls, professional help can't arrive.

The bright yellow CE-TEK 4000 enclosures we donate are designed to be seen.

In a cardiac emergency, bystanders are panicked, rushed, and scanning for help. Yellow is one of the most visible colors to the human eye, making the AED

**THIS OUTDOOR AED ENCLOSURE IS**

**BRIGHT YELLOW. HIGHLY VISIBLE.  
ALL WEATHER. CLIMATE CONTROLLED. TAMPER PROOF.**



**YELLOW IS NOTICED FASTER.  
AED IS CLEARLY WRITTEN ON BOTH SIDES.**

**YOU CAN'T USE AN AED YOU CAN'T FIND.**

**YELLOW IS ONE OF THE MOST VISIBLE COLORS TO THE HUMAN EYE, MAKING THE CE-TEK 4000 OUTDOOR AED ENCLOSURE EASIER TO SPOT IN HIGH-STRESS CARDIAC EMERGENCIES.**

THE ALIVER FOUNDATION  
HELPING PEOPLE SINCE 2011

easier to spot and less likely to blend into the background.

This bright yellow enclosure:

- ✓ Stands out instantly in outdoor environments
- ✓ Is visible in sun, shade, rain, and low light
- ✓ Has AED clearly marked in red on both sides
- ✓ Is softly illuminated inside, creating a visible glow through the front window

No guessing. No hesitation. Just action.

You can't use an AED you can't find. Visibility matters.

**THIS OUTDOOR AED ENCLOSURE PROVIDES EXCELLENT PROTECTION.**

**BRIGHT YELLOW. ALL WEATHER. CLIMATE CONTROLLED. TAMPER PROOF.**



**OUTDOOR CONDITIONS CAN DAMAGE AED PADS AND BATTERIES.**

**WITHOUT PROPER PROTECTION, AEDS CAN FAIL.**

**IP66 PROTECTION KEEPS LIFESAVING EQUIPMENT SAFE.**

**WHAT IS YOUR OUTDOOR AED ENCLOSURE RATED?**

THE ALIVER FOUNDATION  
HELPING PEOPLE SINCE 2011

The CE-TEK 4000 outdoor AED enclosures we donate carry an IP66 rating, earned through rigorous testing, ensuring the AED inside is protected and ready to use.

Yes, outdoor placement matters. But not all AED enclosures are built to the same standard. An IP66 rating represents excellent protection, making this enclosure superior for real-world outdoor environments.

Exposure to cold, heat, rain, snow, wind, dust, and debris doesn't just affect the enclosure. It can damage AED pads and batteries, causing lifesaving equipment to fail when it's needed most.

This IP66-rated enclosure:

- ✓ Is completely sealed against dust
- ✓ Is tested to withstand powerful, wind-driven water
- ✓ Protects pads from drying out, freezing, or degrading
- ✓ Ensures batteries remain reliable despite weather conditions

When a cardiac emergency happens, the AED inside must be ready.



## CE-TEK 4000 Outdoor AED Enclosure

Protects AED from direct sunlight, cold temperatures, moisture, dust, tamper, and theft while ensuring 24/7 Public Access to Defibrillation.

Manufactured from a durable polycarbonate, boasts an IP-66 rating against dust and water intrusion.

A thermostat controlled heater inside the enclosure ensures that AED pads and emergency

medication remain at safe operating temperatures regardless of the environment outside.

To access lifesaving equipment, bystanders call 911 to receive the access code to open the enclosure.

Unlocked enclosures are also available.

**Disclaimer: This website does not provide medical advice.**

Information provided on this website, including but not limited to images, graphics, videos, and text, is for informational purposes only and should not be used to diagnose or treat any diseases or health issues. Those looking for medical advice should seek consultation from a licensed medical professional. Nothing on this site should be used as a substitute for professional medical advice or care. If you believe you are experiencing a medical emergency, please call 9-1-1. Neither The Aliver Foundation, its Board of Directors, its Advisory Council, its Ambassadors, nor any contributor to this website make any representation, implied or express, with respect to the information provided herein or to its use.

The Aliver Foundation is a 501(c)(3) not-for-profit organization.  
Our EIN number is 99-0731803

The Aliver Foundation 2026

[info@thealiverfoundation.org](mailto:info@thealiverfoundation.org)



JOIN OUR E-  
LIST

2024 IRS Form  
990

2025 IRS Form  
990



member



member

**DONATE NOW**

Every dollar makes a difference and gets us closer to funding another bundle of lifesaving equipment for a public recreation space so lives can be saved 24/7/365.

**We cannot do this work without you. Thank you for your support.**

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## Bryson's Bundles

in loving memory of Bryson Funk



powered by

**THE ALIVER FOUNDATION**

HELPING HEARTS SINCE 2014

Help fund bright yellow, all weather, climate controlled, tamper proof lifesaving outdoor AED equipment throughout Pennsylvania in Bryson Funk's memory.

Each Bryson's Bundle holds the power to save a life.

Your donation ensures that this lifesaving equipment is within reach during a cardiac emergency.

## Bryson's Bundles

Join us to ensure Bryson's legacy of kindness, compassion, and community lives on across Pennsylvania.

DONATE TO HELP FUND  
BRYSON'S BUNDLES

**Thank you,  
Todd and Amy Funk, Bryson's Loving  
Parents**

**DONATE NOW**



Every dollar makes a difference and gets us closer to funding another bundle of lifesaving equipment for a public recreation space so lives can be saved 24/7/365.

**We cannot do this work without you. Thank you for your support.**



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DONATE

# THE ALIVER FOUNDATION

HELPING HEARTS SINCE 2024



## Our Communities

Learn more about how to become a community partner [here](#).

**BECAUSE OF THE ALIVER FOUNDATION, MORE THAN 140\* OUTDOOR RECREATION SPACES IN TEN\* STATES WILL BE EQUIPPED WITH HIGHLY VISIBLE, BRIGHT YELLOW, ALL WEATHER, CLIMATE CONTROLLED AED EQUIPMENT BUNDLES ACCESSIBLE TO THE PUBLIC 24/7/365.**



**\*WE'RE CURRENTLY IN THE MOU PROCESS WITH (14) MUNICIPALITIES IN MISSOURI, OHIO, NEW JERSEY, NEW YORK, PENNSYLVANIA, WASHINGTON and IDAHO.**

## THE ALIVER FOUNDATION

HELPING HEARTS SINCE 2024



CALIFORNIA (1)

PENNSYLVANIA (15)

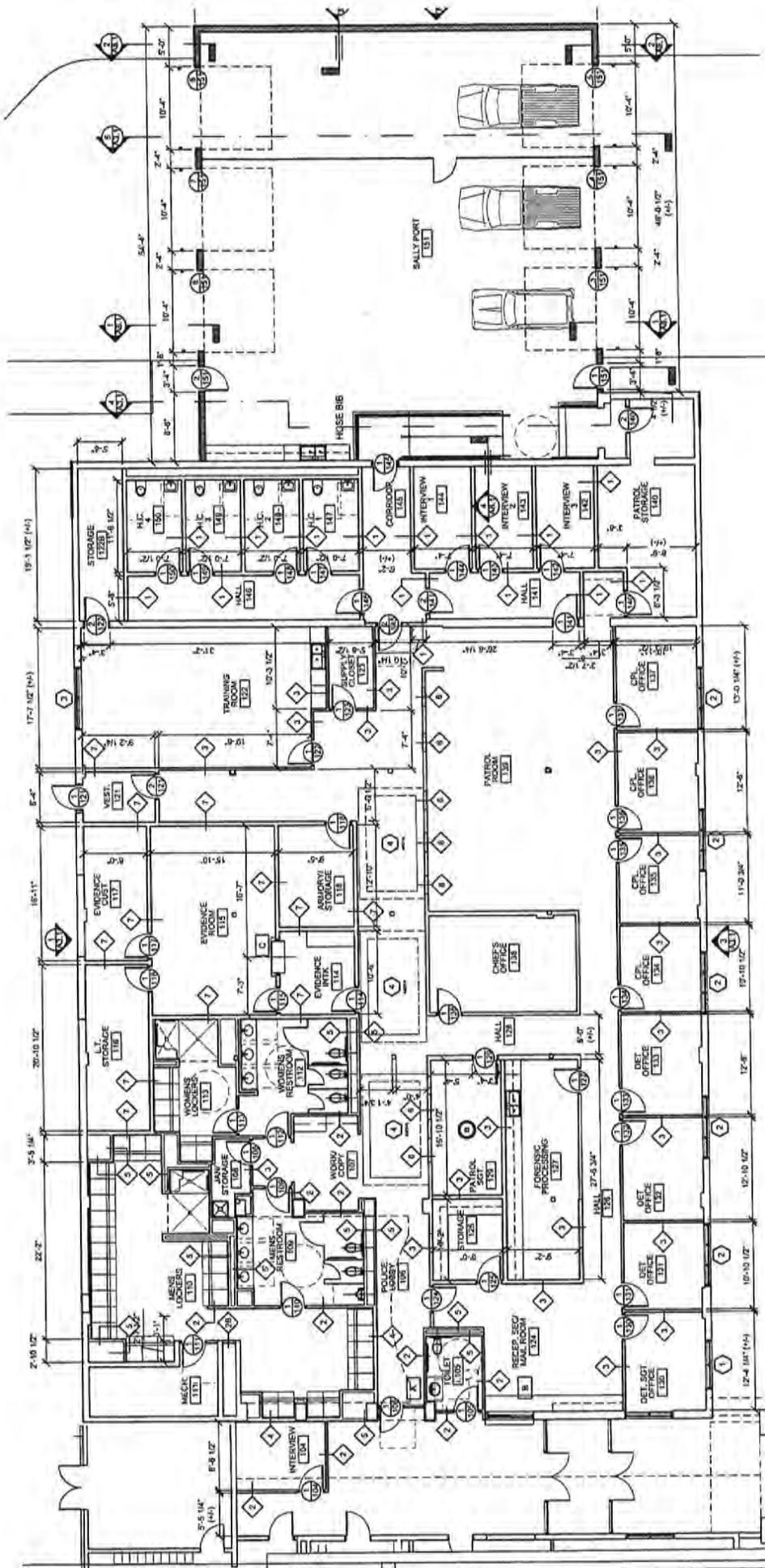
NEW JERSEY (103)

Berkeley Heights

NEW JERSEY (con't)

Kenilworth

NEW YORK (4)



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## ANNUAL RECYCLING REPORT for CALENDAR YEAR 2025

County: Monroe Municipality: Pocono Township

Contact Information Name: Pocono Township Address: 205 Old Mill Road, Tannersville, PA 18372

Phone Number: 570-629-1922 Email: kmacdougall@poconopa.gov  
 Web site: www.poconopa.gov

	Yes	No
Curbside Program:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Leaf waste program	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mandated by Ordinance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No	*PAYT Programs charge for waste re-removal services based on the quantity dis-carded. PAYT have a set rate per bag, or use a combination of a fixed subscription fee + a variable fee based on service.
Pay-As-You-Throw (PAYT)*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Drop-off Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Number of Drop-off sites:	<input type="checkbox"/>	<input type="checkbox"/>	

Collection Frequency: 1 x Month  
 Materials Collected: 480 yds of leaf

7 pallets of electronics

List site locations and materials:  
 street address city zip

1) Location: 112 Township Drive, Tannersville, PA 18372

Material: Electronics

2) Location: 104 Mountain View Park Lane, Tannersville, PA 18372

Material: Leaf Waste

3) Location: \_\_\_\_\_

Material: \_\_\_\_\_

Please attach any additional information you may have.

Who collects materials?

Private Subscription	Municipality	Contract Hauler
XXX	X	twsp

RECYCLABLES: <i>(Convert all volumes to TONS)</i>	Code	Residential (Curbside)	Residential (Drop-Off)	Commercial, Municipal, Institutional (Curbside)	Commercial, Municipal, Institutional (Drop-Off)
SINGLE STREAM (all recyclables, including fiber, collected together)	SS1	604.34		334.58	
COMMINGLED (two or more recyclables collected together, fiber separate)	XXX				
GLASS:					
GLASS: CLEAR	GL1				
GLASS: MIXED	GL2			2.1	
GLASS: GREEN	GL3				
GLASS: BROWN	GL4				
GLASS: PLATE (Post-Industrial, window panes from C&D demolition projects)	GL5				
GLASS: OTHER	GL6				
PAPER:					
PAPER: CARDBOARD	C01			52.06	
PAPER: BROWN BAGS & SACKS	C02				
PAPER: GABLED / ASEPTIC CARTONS	C03				
PAPER: MAGAZINES & CATALOGS	PA1				
PAPER: NEWSPRINT / NEWSPAPER	PA2				
PAPER: MIXED / OTHER PAPER GRADES (may include books and paper shredding)	PA3				
PAPER: OFFICE PAPER (all high grades and may include paper shredding)	PA4			3758.67	
PAPER: PHONE BOOKS	PA6				
PAPER: DRUM FIBER (55 gallon drum fiber)	DR3				
PLASTICS:					
PLASTIC: PET (polyethylene terephthalate)	PL1				
PLASTIC: HDPE (high density polyethylene)	PL2				
PLASTIC: PVC (unplasticized & plasticized polyvinyl chloride)	PL3				
PLASTIC: LDPE (low density polyethylene)	PL4				
PLASTIC: PP (polypropylene)	PL5				
PLASTIC: PS (polystyrene)	PL6				
PLASTIC: MIXED / OTHER	PL7				
PLASTIC: FILM	PL8				
PLASTIC: DRUM (55-gallon HDPE plastic drums)	DR1				
PLASTIC: MIXED BULKY RIGID (buckets and pails)	DR4				

	Code	Residential (Curbside)	Residential (Drop-Off)	Commercial, Municipal, Institutional (Curbside)	Commercial, Municipal, Institutional (Drop-Off)
<b>RECYCLABLES: (Convert all volumes to TONS)</b>					
<b>METALS:</b>					
ALUMINUM CANS	AA1				
STEEL / BIMETALLIC / TIN CANS	F02				140
MIXED CANS	MX2				
ALUMINUM SCRAP	AA2				
FERROUS METALS	F01				77420.
NON-FERROUS METALS	N01				
COPPER	N02				
BRASS	N03				
LEAD	N04				
STAINLESS STEEL	N05				
NICKEL	N10				
WIRE / CABLE	W01				
MIXED METALS (includes drum steel)	MM1			250.04	
TANKS/CYLINDERS (EMPTY--propane, compressed gas, gas grill)	TC1				
WHITE GOODS (all appliances--washer, dryer, stove, refrigerant appliances, fridge, freezer, AC)	F03				
<b>HOUSEHOLD/COMMERCIAL HAZARDOUS WASTE</b>					
ANTIFREEZE	O02				
BATTERIES (includes lead acid, wet cell, gel cell, and AGM)	B01				226.
MIXED BATTERIES (other household batteries--single use and rechargeable)	B02				
Single-Use Batteries: Alkaline (AA, AAA, 6V, 9V, C, D, Button Cells)	B03				
Single-Use Batteries: Lithium - Lithium Primary	B04				
Rechargeable Batteries: Lithium Ion (Li-Ion) Incl. Lithium Iron Phosphate & Lithium Sulfur Dioxide	B05				
Rechargeable Batteries: Nickel Metal Hydride (Ni-MH)	B06				
Rechargeable Batteries: Nickel Cadmium (Ni-Cd)	B07				
Rechargeable Batteries: Small Sealed Lead Acid (SSLA/Pb)	B08				
Rechargeable Batteries: Nickel Zinc (Ni-Zn)	B09				
E-WASTE (includes computers, televisions, computer peripherals, gaming devices)	CR1				472.
PRINTER CARTRIDGES (inkjet, laser, toner)	PC1				
FLUORESCENT TUBES / COMPACT FLUORESCENT BULBS (CFLs)	FL1				
USED OIL (auto, motor, engine)	OL2				
OIL FILTERS	OL3				
OTHER COMMERCIAL HW (hazardous waste - paints, varnishes, pesticides, etc.)	CHW				
OTHER HOUSEHOLD HW (hazardous waste - paints, varnishes, pesticides, etc.)	HHW				
<b>OTHER RECYCLABLES:</b>					
ASPHALT	ASP				
RUBBER TIRES	M01				571.12
CONSTRUCTION & DEMOLITION	M02			165.49	165.49
CLOTHING / TEXTILES	M03				
FURNITURE / FURNISHINGS	M04				
CARPET	RU1				
CARPET PADDING	RU2				
MATTRESSES	MT1				
MISCELLANEOUS / OTHER CONSUMER ITEMS	MIS				
<b>ORGANICS:</b>					
SOURCE SEPARATED FOOD (composted, digestion, animal feed)	SSF				
DONATED FOOD	DF				
MEAT RENDERINGS, GREASE TRAP WASTE, OR OTHER	MGO				
FOOD GRADE OIL (cooking oil)	FGO				
WOOD WASTE	WW1				
YARD & LEAF WASTE: (Leaves: 1 ton = 4 cu. yd; Grass Clippings: 1 ton = 2 cu. yd)	Y01	120.			
<b>TOTALS</b>		<b>724.34</b>		<b>4562.94</b>	<b>78994.61</b>

POCONO TOWNSHIP PLAN STATUS

03/02/2026

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 & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417	POCO-R1270	2330228R	Harmony Domes 310 Hallet Road	Land Devt					9/3/2025			Sketch Plan #2 rec'd 8/19/25
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scolun Avenue	Land Devt					11/25/2024			
1448	POCO-R1280	-	Poconohanna 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	2/9/2026		Extension to 5/17 rec'd 1/13
1387	POCO-R1030	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	2/9/2026		Extension rec'd 10/14/25

POCONO TOWNSHIP PLAN STATUS

03/02/2026

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Land Development Waiver Applications Under Consideration												

**POCONO TOWNSHIP PLAN STATUS**  
03/02/2026

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>Pending BOC Decision</b>												
1414	POCO-R0612	2330220R	135 Warner Rd. (Schillers Towing) (2/12/24)	Land Devt	Prelim	3/02/2026	2/9/2026	3/2/2026	2/23/2024		PC Rec. Denial 2/9/26	6 month extension rec'd 8/5/25
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	5/29/2026	N/A	5/18/2026	3/11/2025		N/A	Extension to 5/29/26 rec'd 2/24
<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  
03/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/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 S-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Stadden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Dev't	Preliminary	7/2/2025	Approval Rec. 6/9/25	Approval 7/7/25					
<b>PRD TENTATIVE PLAN APPROVAL</b>													
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					
<b>CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED</b>													
1341		1730043R	SAPA Pocomos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Ex. Extended to 9/17/25				
1313		1730051R	Running Lane Hotel Land Dev't (8/14/17)	Commercial Land Dev't	Rev. Prelim/Final	11/11/2025	Recommended for Approval 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Dev't/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		1930063R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Dev't	Prelim/Final	1/17/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	12/25/2021				
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Dev't	Prelim/Final	3/9/2026	Approval Rec. 10/14/25	Approved 11/3/25	11/3/2026	5/3/2026	8/3/2026		
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase A
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	4/8/2025	Recommended for approval 4/14/25	Approved 4/21/25	4/21/2026	10/21/2025	1/21/2026		Phase B
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase D
1388	POCO-R0690	2130154R	Phase 1 - The Ridge PRD (10/21/25)	PRD	Final	12/1/2025	N/A	12/15/2025	12/15/2026	6/15/2026	9/15/2026		
1392	N/A	2130169R	3101 Route 611 (Joe Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	3/18/2025				
1398		2230179R	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 Dev't	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25	6/16/2026	12/16/2025	3/16/2026		

POCONO TOWNSHIP PLAN STATUS  
03/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
1412	POCO-R0620	2330209R	GWL Employee Housing (4/10/23)	Land Devt	Final	8/1/2023	Conditional Approval 7/10/23	Conditional Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Ertle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/12/2025	Conditional Approval 4/8/24	Conditional Approval 5/6/24	Approval Extended to 5/6/2026	1/16/2025	2/16/2026		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 12/8/25	Approved 12/15/25	12/15/2026	6/15/2026	9/15/2026		
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	7/7/2026	1/7/2026	4/7/2026		
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	6/2/2026	12/2/2025	3/2/2026		
1445	POCO-R1160	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	2/10/2026	Approval Rec. 1/12/26	Approved 2/17/26	2/17/2027	8/17/2026	11/17/2026		
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	2/18/2026	5/18/2026		
1449	POCO-R1290	-	Tropasso 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. Shutter Essement Relocation (Hillsilly Ac.) (10/6/25)	Rev. to Agrvd Plan	Final	12/16/2025	N/A	Approved 2/2/26	2/2/2027	8/2/2026	11/2/2026		
<b>LAND DEVELOPMENT WAIVER APPROVAL</b>													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sancoff 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					

POCONO TOWNSHIP PLAN STATUS  
03/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 Yrs)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
<b>LAND DEVELOPMENT WAIVER DENIAL</b>													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
<b>RECORDED</b>													
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				9/2/2022	
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				9/26/2024	
1299			Sanofi Quality Control Buildings									2/19/2025	
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	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/26/2021	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		1930088R	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	
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	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/20/21	

**POCONO TOWNSHIP PLAN STATUS**  
03/02/2026

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
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 Dev't	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 Dev't	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/2/22	
1393	POCO-R0625	2230179R	Cherry Lane Dev't Partners (Wawa-Tannersville Inn) (8/8/21)	Land Dev't	Prelim/Final	1/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/11/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Dev't	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/2022	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/2022	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/2022	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Dev't	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/25	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Dev't	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	Fanda 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	
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consol. (10/10/23)	Lot Consol.	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 Consol.	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	3/25/2024	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 Dev't	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) (7/8/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24				11/7/2024	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/24	
1433	POCO-R0920	-	Terry - 140 Rose St. (10/15/24)	Land Dev't	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/24	



