



POCONO TOWNSHIP COMMISSIONERS
AGENDA

October 20, 2025 | 6:00 p.m.
205 Old Mill Rd, Suite 2, Tannersville, PA

Zoom Participation

<https://us06web.zoom.us/j/84964983388>

Meeting ID: 849 6498 3388

Passcode: 873813

Open Meeting

Pledge of Allegiance

Roll Call

Announcements

Public Comment-NON-AGENDA ITEMS

Limited to 3 minutes per person, please state your name and if you are a Pocono Township Resident.

Presentations

Discussion and Possible Motion to advertise for the adoption of Debt Ordinance #22 ***(Possible Action Item)***

Resolutions

- Motion to Approve Resolution 2025-34 for submission of Local Share Account (LSA) Statewide Grant Application to be used for the Mountain View Park Improvements Project. ***(Possible Action Item)***
- Motion to Approve Resolution 2025-35 for submission of Local Share Account (LSA) Statewide Grant Application to be used for the TLC Park Improvements Project. ***(Possible Action Item)***
- Motion to Approve Resolution 2025-36 for the Lands of the Spirit of Swiftwater Phase 2 Sewage Planning Module Sewer Extension. ***(Possible Action Item)***
- Motion to Approve Resolution 2025-37 Accepting the revised Sewer Rules and Regulations. ***(Possible Action Item)***

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - o Old business consisting of the minutes of the October 6, 2025 regular meeting of the Board of Commissioners.
 - o Financial transactions through October 20, 2025 as presented, including ratification of expenditures in the amount of \$1,292,283.69 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers.
Discussion: **(Action Items)**

NEW BUSINESS

Personnel

Report of the President –

Richard Wielebinski

Commissioner Comments

Natasha Leap – Vice President

- Motion to approve the Construction Escrow Release No. 1 in the amount of \$1,152,244.97 for Lindenmere Sports Arts Center LLC LDP#1372. **(Possible Action Item)**
- Motion to approve the Construction Escrow Release No. 3 in the amount of \$660,483.47 for The Spirit of Swiftwater Apartments – Phase 2 LDP #1287. **(Possible Action Item)**
- Motion to advertise DRAFT 2026 Pocono Township Budget for adoption at the December 1st meeting. **(Possible Action Item)**

Ellen Gndt – Commissioner

- Update – Solar Field
- Update – Kennel
- Discussion & **(Possible Action Item)** to waive / defer parcels 130 Ruby Lane, 136 Ruby Lane, 142 Ruby Lane, 150 Ruby Lane, 154 Ruby Lane, 160 Ruby Lane for sewer connection.

Brian Winot – Commissioner

- Public Training-CPR, First Aid, AED Training.
- Motion to adopt & authorize Township Solicitor to advertise Chestnuthill Township's Chicken Ordinance
The keeping of one or two total pigeons (except as may be preempted by the State Carrier Pigeon Law[1]), chickens, ducks, geese and/or similar fowl shall be permitted on lot with a minimum lot area of 10,000 square feet. One additional fowl may be kept for each additional lot area of 5,000 square feet. Fowl shall in all cases be confined to the property of the owner of the fowl. **(Possible Action Item)**
- Motion to send Historic Overlay to Monroe PC and Pocono PC and authorize Solicitor to advertise for public hearing. **(Possible Action Item)**

Mike Velardi – Commissioner

- Northbound Event Update
- VSTC Update
- Motion to authorize Township Solicitor to advertise updated food truck ordinance. **(Possible Action Item)**

Reports

Fire Company Quarterly Report – Asst. Chief, Cory Sayre

Zoning – SFM Consulting

Police – Chief James Wagner (Second Meeting of Month)

Township Manager's Report – Jerrod Belvin

- Kenny's Way Update
- PennDOT Update
- Grants Update
- State Senate Event
- Motion to advertise revised Act 101 ordinance as approved by Township Solicitor & Monroe County Waste Authority (***Possible Action Item***)

Public Works/Sewer Report – Patrick Briegel

- Sewer Business Update
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects

Township Events Report – Jennifer Gambino (First Meeting of Month)

Township Engineer Report – T&M Associates

- Sewer Business Update
- Learn Road safety enhancement project and roundabout survey work.
- TASA Project
- TLC walking bridge.

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

- Sewer Business Update
- General legal update
- Learn Road Easement Process
- PJJWA Update

Adjournment

**TOWNSHIP OF POCONO,
Monroe County, Pennsylvania**

ORDINANCE NO. 22

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$11,495,000, TO REFUND THIS TOWNSHIP'S OUTSTANDING GENERAL OBLIGATION NOTE, SERIES OF 2024, COMPLETE THE RENOVATION OF A BUILDING TO BECOME THE TOWNSHIP'S MUNICIPAL COMPLEX, AND PAY THE COSTS OF ISSUING THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF BONDS; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF AND CONDITIONS FOR ISSUING THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS TOWNSHIP TO SECURE THE BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

WHEREAS, the Township of Pocono, in Monroe County, Pennsylvania (the "Township"), is a political subdivision (township of the first class) of the Commonwealth of Pennsylvania (the "Commonwealth"), a "local government unit" as defined by the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of Commissioners (the "Board of Commissioners"); and

WHEREAS, The Board of Commissioners, under Township Ordinance No. 2024-03 enacted on April 23, 2024 (the "2024 Note Enabling Ordinance"), authorized and secured its General Obligation Note, Series of 2024, in the maximum principal amount of \$5,175,000 (the "2024 Note"), which was issued on May 29, 2024, as interim financing to purchase and renovate an existing building to become the Township's municipal complex, and to purchase property for recreational open space (the "Capital Projects"), as described in the 2024 Note Enabling Ordinance, and which 2024 Note is subject to optional redemption, in whole or in part, on any date; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the debt proceedings of this Township related to the 2024 Note, as evidenced by Certificate of Approval No. GON 240515-01, dated May 15, 2024; and

WHEREAS, The Board of Commissioners has determined to refund the outstanding principal balance of the 2024 Note, substantially as set forth in a refunding report (the “Refunding Report”) prepared for this Township by PFM Financial Advisors LLC (the “Municipal Advisor”), as the Township’s independent municipal advisor; and

WHEREAS, The Board of Commissioners contemplates issuing nonelectoral debt, consisting of one or more series of general obligation bonds in the maximum aggregate principal amount of Eleven Million Four Hundred Ninety-five Thousand Dollars (\$11,495,000) (collectively the “Bonds” and individually a “Bond”), to retire the 2024 Note, complete the Capital Projects and pay the costs of issuing the Bonds (collectively, the “Projects”); and

WHEREAS, The Board of Commissioners has determined that the Bonds shall be offered in a private sale by negotiation at a net purchase price of not less than 95% nor more than 125% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount or premium), plus any accrued interest (the “Purchase Price”); and

WHEREAS, A proposal for the purchase of bonds, to be dated November 3, 2025 (the “Proposal”), to purchase the Bonds has been received from the Stifel, Nicolaus & Company, Inc. (the “Underwriter”), containing financial parameters for, and conditions to, the sale, purchase and issuance of the Bonds, which are consistent with the maximum yields to maturity and maximum principal payment amounts by fiscal year set forth in **Exhibit A** attached hereto and made a part hereof (the “Bond Parameters”), which Proposal will be supplemented by an Addendum to the Proposal (the “Addendum”) containing the final terms and conditions for the Bonds, within the Bond Parameters; and

WHEREAS, The Board of Commissioners desires to accept the Proposal, award the sale of the Bonds, as nonelectoral debt, and take appropriate action in accordance with the Debt Act; and

WHEREAS, The Board of Commissioners has determined to appoint Manufacturers and Traders Trust Company (“Paying Agent”), having a corporate trust office in Harrisburg, Pennsylvania, as paying agent and sinking fund depository for the Bonds.

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

SECTION 1. The Board of Commissioners hereby authorizes and secures the issuance of the Bonds, pursuant to this Ordinance and in accordance with the Debt Act, to undertake the Projects. The law firm of Eckert Seamans Cherin & Mellott, LLC is retained by this Township as its bond counsel in connection with the issuance of the Bonds. The Township hereby waives any potential conflict of interest arising from bond counsel’s representation of the Underwriter in unrelated transactions.

SECTION 2. The Board of Commissioners finds that it is in the best financial interests of this Township to sell the Bonds in a private sale by negotiation and determines that the

debt to be incurred pursuant to this Ordinance shall be nonelectoral debt. The Projects may be combined for purposes of the financing.

SECTION 3. The refunding of the 2024 Note is authorized under Section 8241(b)(5) of the Debt Act, 53 Pa. C.S. §84241(b)(5) (substituting a note with bonds). The reasonably expected useful lives of the Projects are not less than 30 years. The first stated maturity date of the Bonds shall be not more than two years from the issue date thereof, as required by Section 8142 of the Debt Act.

SECTION 4. The Board of Commissioners accepts the Proposal of the Underwriter, and the President or Vice President of the Board of Commissioners is authorized to sign the Proposal on behalf of this Township. The Township Manager is hereby authorized to direct the Municipal Advisor when to market the Bonds and to approve an Addendum containing the final terms and conditions of the Bonds within the Bond Parameters. An Addendum, to be presented by the Municipal Advisor and so approved, shall be executed and delivered by the President or Vice President of the Board of Commissioners and included as a part of the Proposal accepted by this Ordinance.

SECTION 5. The Bonds, when issued, will be general obligation bonds and constitute nonelectoral debt of this Township.

SECTION 6. The Bonds shall be issuable as one or more series, as fully registered bonds, without coupons, in denominations of \$5,000 principal amount and integral multiples thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such Bond, unless: (a) such Bond is registered and authenticated as of any interest payment date, in which event such Bond shall bear interest from such interest payment date; or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such Bond shall bear interest from such next succeeding interest payment date; or (c) such Bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such Bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bond shall bear interest from the date to which interest was last paid on such Bond. Interest on each of the Bonds shall be payable initially on a date selected by this Township, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this Township, the ultimate purchaser of the Bonds and the Paying Agent, as may be appropriate for different series, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this Township, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless this Township shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of this Township to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. This Township and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither this Township nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 8. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered Bond or Bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 9. If Bonds shall be subject to optional redemption or mandatory redemption prior to stated maturity, the Township and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 10. This Township shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to Bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, each with initial offering prices resulting in yield(s) to maturity, and principal maturing or payable upon mandatory sinking fund redemptions in the maximum amounts in each Township fiscal year as set forth in **Exhibit A** attached hereto. The final yields to maturity on the Bonds and the annual stated maturities or mandatory sinking fund redemptions of principal of the Bonds shall be as set forth in the Addendum accepted in accordance with Section 4 of this Ordinance, provided that the principal maturing or subject to mandatory redemption in any year shall not exceed the annual principal amount for each fiscal year set forth in **Exhibit A**.

SECTION 12. The Bonds may be subject to optional redemption by this Township prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof.

If the Addendum accepted in accordance with Section 4 of this Ordinance provides that any of the Bonds shall be term Bonds, such Bonds (the "Term Bonds") shall be subject to mandatory sinking fund redemptions by the Township in such annual principal amounts and on such dates as are stated in the Addendum (but not in fiscal year amounts greater than those set forth in **Exhibit A**), at a redemption price equal to 100% of the principal amount redeemed together with accrued interest thereon to the date fixed for redemption. Any such redemption shall be upon application of money available for the purpose in each Mandatory Sinking Fund to be established within the Sinking Fund created in accordance with this Ordinance. In lieu of any such mandatory redemption, the Paying Agent, on behalf of the Township, may purchase from money in such Sinking Fund, at a price not to exceed the principal amount plus accrued interest, or the Township may tender to the Paying Agent, all or any part of the Term Bonds subject to being drawn for redemption on any such date.

In the case of any optional redemption in part of Term Bonds of any particular maturity, this Township shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Term Bonds due at maturity or credited against the principal amount of such Term Bonds scheduled to be called for mandatory sinking fund

redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If any of the Bonds that are subject to redemption prior to stated maturity is of a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in an integral multiple of \$5,000 principal amount. For the purpose of selecting any of the Bonds for redemption, each of the Bonds subject to redemption shall be treated as representing the number of Bonds that is equal to the principal amount thereof divided by \$5,000, each \$5,000 portion thereof being subject to redemption. In the case of partial redemption of any of the Bonds, payment of the redemption price will be made only upon surrender of such Bond in exchange for Bonds of authorized denominations of the same series, maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount of such Bond redeemed in part.

If Bonds shall be redeemable prior to stated maturity and are to be so redeemed, notice of redemption shall be deposited in first class mail not less than thirty (30) days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Such notice shall specify: (1) the series, maturity (and if Bonds having the same maturity date bear interest at different rate, the interest rate) and numbers of the Bonds or portions thereof so called for redemption; (2) the date fixed for redemption; (3) the redemption price or prices applicable to the Bonds or portions thereof to be redeemed; and (4) that on the date fixed for redemption the principal amount to be redeemed will be payable at a designated office of the Paying Agent and that after such date interest thereon shall cease to accrue. Failure to mail any such notice or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

If at the time of mailing of a notice of redemption this Township shall not have deposited with the Paying Agent, as sinking fund depository, money sufficient to redeem all Bonds called for redemption, the notice of redemption shall state that it is conditional, i.e., that it is subject to the deposit of sufficient redemption money with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such money is so deposited. If the Bonds to be called for redemption shall have been refunded, money sufficient to redeem such Bonds shall be deemed to be on deposit with the Paying Agent for the purposes of this Section, and the notice of redemption need not state that it is conditional, if the redemption money has been deposited irrevocably with another bank or bank and trust company which shall have been given irrevocable instructions to transfer the same to the Paying Agent not later than the redemption date.

On the date designated for redemption, notice having been provided and money for payment of the principal, redemption premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive

payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of the principal, premium, if any, and interest upon such redemption shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

SECTION 13. This Township appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

Any corporation or association into which the Paying Agent, or any appointed successor to it, may be merged or converted or with which it, or any appointed successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any appointed successor to it, sells or otherwise transfers all or substantially all of its corporate trust business, including its functions under this Ordinance, shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the Township, and thereafter references herein to the "Paying Agent" shall refer to such resulting corporation or association, or to such transferee, as the case may be.

If the Paying Agent at any time shall resign or shall be removed by the Township, the Board of Commissioners shall appoint a successor paying agent that is duly qualified in accordance with the Act to serve as paying agent for the Bonds and sinking fund depository with respect to the Sinking Fund created herein, and the principal of, redemption premium, if any, and interest on the Bonds shall be payable, when due, at a designated office of the successor paying agent located in the Commonwealth and at such additional payment offices as the successor paying agent shall designate. Upon acceptance of such appointment and the transfer by the Paying Agent to the successor paying agent of the appropriate documents, records, and funds, references herein to the "Paying Agent" shall thereafter refer to such successor paying agent.

SECTION 14. The form of each Bond, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit B**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of this Township by the President or Vice President of the Board of Commissioners, and the official seal or a facsimile of the official seal of this Township shall be affixed thereto and the manual or facsimile signature of the Township Secretary shall be affixed thereto in attestation thereof.

SECTION 16. No Bond constituting one of the Bonds shall be entitled to any benefit under this Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent. The Paying Agent is hereby authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. This Township covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Ordinance, that this Township shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of this Township in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this Township shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of this Township shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, one or more sinking funds for the Bonds (collectively, the "Sinking Fund") including, if applicable, for multiple series or subseries, or mandatory sinking funds. Each Sinking Fund shall be administered in accordance with the Debt Act.

If any of the Bonds shall be Term Bonds, as specified in the Addendum accepted in accordance with Section 4, a separate fund or account shall be created within and as a part of a Sinking Fund and designated as a "Mandatory Sinking Fund." The Paying Agent, as the sinking fund depository, shall make deposits into the Mandatory Sinking Fund, from funds deposited by the Township into the Sinking Fund, in such amounts and on such dates as money shall be required for the payment upon stated maturity of the Term Bonds that shall be outstanding, if any, on their stated maturity date, and to mandatory redemption prior to stated maturity of such Term Bonds on such dates and in such amounts as are specified in the Addendum.

The Paying Agent, so long as any Term Bonds shall remain outstanding, or as soon after such date as shall suit the convenience of the Paying Agent and shall allow sufficient time for mailing of the requisite notice of redemption, shall select or draw, by lot, in a fair and equitable manner, a principal amount of Term Bonds of the appropriate maturity equal to the amount then required to be redeemed. The Paying Agent shall, upon selection of Term Bonds of the appropriate maturity so to be called for redemption prior to maturity, mail the requisite notice of redemption on behalf of the Township. The Township covenants to assume and to pay all costs and expenses related to the mandatory redemption of such Term Bonds.

The amount required to be deposited in the Mandatory Sinking Fund on any given date shall be reduced by the principal amount of any Term Bonds of the appropriate maturity that shall have been purchased or tendered in lieu of mandatory redemption in the immediately preceding period, as provided in Section 12 hereof, and the amount of any Term Bonds of the

appropriate maturity that have been called for earlier optional redemption which the Township has elected to credit against the amount of Term Bonds to be redeemed on such date, as provided in Section 12 hereof.

The principal amount of Term Bonds to be retired from money available in the Mandatory Sinking Fund shall be paid by the Paying Agent, as the sinking fund depository, in the usual and customary manner, from such money available in the Mandatory Sinking Fund.

SECTION 19. This Township appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. This Township covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

SECTION 21. The Board of Commissioners hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Township Manager to approve the form of such Preliminary Official Statement and the form of a final Official Statement with respect to the Bonds of the Township, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Ordinance. The Board of Commissioners authorizes the President of the Board of Commissioners to affix his signature to the final Official Statement approved as described above, and such execution of the final Official Statement shall constitute conclusive evidence of the approval thereof by the Board of Commissioners.

SECTION 22. The President or Vice President of the Board of Commissioners and the Township Secretary, respectively, are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of this Township that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this Township as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The Board of Commissioners authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Debt Act. The President or Vice President of the Board of Commissioners and the Township Secretary are hereby authorized to prepare and to execute, or to authorize the preparation and execution of such borrowing base certificate.

SECTION 23. If applicable, as determined from the Addendum, the Board of Commissioners authorizes and directs the purchase of municipal bond guaranty insurance with respect to the Bonds. The officers and agents of the Township are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Addendum, including the payment of the premium of such insurance.

SECTION 24. Officers and agents of the Township are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depository in connection with each Sinking Fund established for the Bonds.

SECTION 25. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Township, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by this Township.

SECTION 26. The officers and agents of this Township are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

SECTION 27. This Township covenants to and with purchasers of the Bonds (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and this Township further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

This Township further covenants to and with purchasers of the Bonds that it will make no use of the proceeds of the Bonds, of the proceeds of any other obligations deemed to be part of the same "issue" as the Bonds under applicable federal tax regulations, or of any property or facilities financed with the proceeds of the Bonds or of any such other obligations deemed to be part of the same "issue" as the Bonds, that will cause the Bonds to be or become "private activity bonds" within the meaning of Section 141 of the Code and the regulations implementing said Sections that duly have been published in the Federal Register, and this Township further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bonds.

If applicable, the President or Vice President of the Board of Commissioners is authorized to represent in a certificate delivered when the Bonds are issued, if appropriate, that this Township does not then reasonably expect to issue tax-exempt obligations that, together with

all tax-exempt obligations reasonably expected to be issued by all entities that issue bonds or Bonds on behalf of this Township and all "subordinate entities" (within the meaning of Section 265(b)(3)(E) of the Code) of this Township, in the aggregate, will exceed Ten Million Dollars (\$10,000,000) (excluding obligations issued to refund (other than to advance refund) any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation) in the calendar year of issuance and, accordingly, thereby designate the Bonds (to the extent they are not "deemed designated" under Section 265(b)(3)(D)(ii) of the Code), on behalf of this Township, as "qualified tax-exempt obligations," as defined in Section 265(b)(3)(B) of the Code, for the purposes and effect contemplated by Section 265 of the Code.

SECTION 28. This Township elects to retire the 2024 Note, by optional redemption prior to stated maturity, on one or more dates to be illustrated in the schedules accompanying the Addendum (the "Redemption Date") in accordance with the rights reserved to this Township in the 2024 Note. Officers and agents of the Board of Commissioners are hereby authorized and directed to give irrevocable instructions to the lender of the 2024 Note to redeem the 2024 Note in full, in accordance with this election of the Board of Commissioners, and to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the 2024 Note, *following the acceptance of the final terms and conditions of the Bonds and Addendum as described in Section 4 hereof.*

SECTION 29. This Township shall enter into, and hereby authorizes and directs the President or Vice President of the Board of Commissioners to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of this Township on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the Board of Commissioners, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Township Secretary and shall be and hereby is made part of this Ordinance.

This Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Ordinance, failure of this Township to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause this Township to comply with its obligations under this Section and such Certificate.

SECTION 30. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, this Township and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of this Township and the

Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Ordinance, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 31. Notwithstanding the foregoing provisions of this Ordinance, the Bonds shall initially be issued in the form of one fully-registered Bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this Township or the Paying Agent either a Bond certificate or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this Township or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This Township and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this Township nor the Paying Agent shall be affected by any notice to the contrary. Neither this Township nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a

beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Ordinance, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Ordinance shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Ordinance by this Township or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this Township or the Paying Agent may establish a special record date for such consent or other action. This Township or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this Township and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this Township determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of this Township. In either of such events (unless in the case described in clause (2) above, this Township appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this Township or the Paying Agent for the accuracy of such designation. Whenever DTC requests this Township and the Paying Agent to do so, this Township and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 32. The President or Vice President of the Board of Commissioners, the Township Secretary and other officers and agents of this Township, are authorized and directed to perform such acts as may be necessary to facilitate the settlement for the Bonds.

SECTION 33. Any reference in this Ordinance to an officer or member of this Township shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 34. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

SECTION 35. All Ordinances or parts of Ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

SECTION 36. This Ordinance shall be effective in accordance with the Debt Act.

DULY ENACTED AND ORDAINED, by the Board of Commissioners of the Township, in lawful session duly assembled, this 3rd day of November, 2025.

**TOWNSHIP OF POCONO,
Monroe County, Pennsylvania**

By: _____
President of the Board of Commissioners

ATTEST:

Secretary of the Township

(SEAL)

EXHIBIT A

POCONO TOWNSHIP, PENNSYLVANIA
\$11,495,000 Maximum Aggregate Principal Amount
General Obligation Bonds

SEE ATTACHED PAGE

<u>Date</u>	<u>Max Principal</u>	<u>Max Coupon</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
6/1/2026	190,000	6.000	314,196.67	504,196.67	
12/1/2026			339,150.00	339,150.00	643,346.67
6/1/2027	180,000	6.000	339,150.00	519,150.00	
12/1/2027			333,750.00	333,750.00	652,900.00
6/1/2028	185,000	6.000	333,750.00	519,750.00	
12/1/2028			328,200.00	328,200.00	646,950.00
6/1/2029	200,000	6.000	328,200.00	529,200.00	
12/1/2029			322,200.00	322,200.00	650,400.00
6/1/2030	205,000	6.000	322,200.00	527,200.00	
12/1/2030			316,050.00	316,050.00	643,250.00
6/1/2031	215,000	6.000	316,050.00	531,050.00	
12/1/2031			309,600.00	309,600.00	640,650.00
6/1/2032	230,000	6.000	309,600.00	539,600.00	
12/1/2032			302,700.00	302,700.00	642,300.00
6/1/2033	240,000	6.000	302,700.00	542,700.00	
12/1/2033			295,500.00	295,500.00	636,200.00
6/1/2034	250,000	6.000	295,500.00	546,500.00	
12/1/2034			288,000.00	288,000.00	633,500.00
6/1/2035	255,000	6.000	288,000.00	553,000.00	
12/1/2035			280,050.00	280,050.00	633,050.00
6/1/2036	275,000	6.000	280,050.00	555,050.00	
12/1/2036			271,800.00	271,800.00	626,550.00
6/1/2037	295,000	6.000	271,800.00	566,600.00	
12/1/2037			262,950.00	262,950.00	629,750.00
6/1/2038	305,000	6.000	262,950.00	567,950.00	
12/1/2038			253,800.00	253,800.00	621,750.00
6/1/2039	325,000	6.000	253,800.00	579,800.00	
12/1/2039			244,050.00	244,050.00	622,650.00
6/1/2040	340,000	6.000	244,050.00	584,050.00	
12/1/2040			233,850.00	233,850.00	617,900.00
6/1/2041	360,000	6.000	233,850.00	593,650.00	
12/1/2041			223,050.00	223,050.00	616,900.00
6/1/2042	380,000	6.000	223,050.00	603,050.00	
12/1/2042			211,650.00	211,650.00	614,700.00
6/1/2043	395,000	6.000	211,650.00	606,650.00	
12/1/2043			199,600.00	199,600.00	606,450.00
6/1/2044	415,000	6.000	199,600.00	614,600.00	
12/1/2044			187,350.00	187,350.00	602,150.00
6/1/2045	440,000	6.000	187,350.00	627,350.00	
12/1/2045			174,150.00	174,150.00	601,500.00
6/1/2046	455,000	6.000	174,150.00	629,150.00	
12/1/2046			160,500.00	160,500.00	769,650.00
6/1/2047	480,000	6.000	160,500.00	640,500.00	
12/1/2047			146,100.00	146,100.00	766,600.00
6/1/2048	510,000	6.000	146,100.00	656,100.00	
12/1/2048			130,800.00	130,800.00	766,900.00
6/1/2049	535,000	6.000	130,800.00	665,600.00	
12/1/2049			114,750.00	114,750.00	760,550.00
6/1/2050	560,000	6.000	114,750.00	674,750.00	
12/1/2050			97,950.00	97,950.00	772,700.00
6/1/2051	590,000	6.000	97,950.00	687,950.00	
12/1/2051			80,250.00	80,250.00	768,200.00
6/1/2052	620,000	6.000	80,250.00	700,250.00	
12/1/2052			61,650.00	61,650.00	761,900.00
6/1/2053	650,000	6.000	61,650.00	711,650.00	
12/1/2053			42,150.00	42,150.00	753,600.00
6/1/2054	685,000	6.000	42,150.00	727,150.00	
12/1/2054			21,600.00	21,600.00	749,750.00
6/1/2055	720,000	6.000	21,600.00	741,600.00	
12/1/2055					741,600.00
TOTALS	11,495,000		12,780,596.67	24,275,596.67	24,275,596.67

EXHIBIT B

(FORM OF BOND)

[The following Legend is to be printed on any Bonds registered in the name of The Depository Trust Company or Cede & Co., its nominee: "Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein."]

Number

\$

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
TOWNSHIP OF POCONO,
COUNTY OF MONROE,
COMMONWEALTH OF PENNSYLVANIA
GENERAL OBLIGATION BOND, SERIES __ OF 20 __

INTEREST
RATE

MATURITY
DATE

DATE
OF SERIES

CUSIP

%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS (\$_____)

The TOWNSHIP OF POCONO, in Monroe County, Pennsylvania (the "Issuer"), a political subdivision existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series __ of 20 __

EXHIBIT B

Page 1 of 9

(the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay initially on _____, _____, and thereafter semiannually on _____ and _____ of each year, to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding _____, _____, in which event this Bond shall bear interest from the Date of Series shown above; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on Manufacturers and Traders Trust Company. (the "Paying Agent"), or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of Bonds of the Issuer, known generally as "General Obligation Bonds, Series __ of 20__" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of Ordinance No. _____ (the "Ordinance") enacted by the Issuer on November 3, 2025. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Ordinance shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Ordinance, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Ordinance, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the Ordinance or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Ordinance, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered Bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any Bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after _____, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on _____, _____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after _____, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on _____, _____, or on any date thereafter. If less than all Bonds of any particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on _____, and on _____, _____, are subject to mandatory redemption prior to maturity, in the amounts and on June 1 of the years set forth in the following schedules as drawn by lot by the Paying Agent in behalf of the Issuer:

<u>Bonds Maturing on _____ :</u>	
<u>Year</u>	<u>Amount</u>
	\$ _____ ; and

<u>Bonds Maturing on _____ :</u>	
<u>Year</u>	<u>Amount</u>
	\$ _____ .

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Ordinance and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Ordinance, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

In the case of any partial redemption of Bonds of any maturity that is subject to mandatory sinking fund redemption, the Issuer shall be entitled to designate whether the amount to be redeemed shall be credited against the principal amount of such Bonds due at maturity or credited against the principal amount of such Bonds scheduled to be called for mandatory sinking fund redemption on any particular date or dates, in each case in an integral multiple of \$5,000 principal amount.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Ordinance, to make payments from such sinking fund or from any other of its revenues or funds, at such times and in such annual amounts as shall be sufficient for prompt and full payment of all obligations of this Bond.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

[This Bond has been designated by the Issuer as a “qualified tax-exempt obligation”, as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the ‘Code”), for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions).]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Commissioners of the Issuer, and the seal to be affixed hereto and the manual or facsimile signature of the Secretary of the Issuer to be affixed hereto in attestation thereof, all as of the Date of Series set forth above.

TOWNSHIP OF POCONO,
Monroe County, Pennsylvania

By: _____
President of Board of Commissioners

ATTEST:

Secretary of the Township

(SEAL)

(FORM OF PAYING AGENT'S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION

It is certified that:

- (i) This Bond is one of the Bonds described in the within-mentioned Ordinance; and
- (ii) An original Opinion issued by Eckert Seamans Cherin & Mellott, LLC, dated and delivered on the date of the original delivery of, and payment for, such Bonds is on file at our designated corporate trust office, where the same may be inspected.

MANUFACTURERS AND TRADERS
TRUST COMPANY., as Paying Agent

By: _____
Authorized Representative

Date of Registration and Authentication:

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

CERTIFICATE

I, the undersigned, Secretary of the TOWNSHIP OF POCONO, in Monroe County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance that duly was enacted by affirmative vote of a majority of all members of the Board of Commissioners of the Township at a meeting duly held on November 3, 2025; said Ordinance has been recorded in the minute book of the Board of Commissioners of the Township; a notice with respect to the intent to enact said Ordinance has been published as required by law; said Ordinance was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Ordinance has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of Commissioners of the Township met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, including by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment prior to enactment of said Ordinance, all as required by such Act.

I further certify that: the total number of members of the Board of Commissioners of the Township is five (5); the vote of members of the Board of Commissioners of the Township upon said Ordinance was called and duly was recorded upon the minutes of said meeting; and members of the Board of Commissioners of the Township voted upon said Ordinance in the following manner:

Ellen Gndt	-
Natasha Leap	-
Mike Velardi	-
Richard Wielebinski	-
Brian K. Winot	-

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 3rd day of November, 2025.

Township Secretary

(SEAL)

Authorized Official Resolution

RESOLUTION NO. 2025- 34

Resolution for Submission of Local Share Account (LSA) Statewide Grant Application

Be it RESOLVED, that the Pocono Township of Monroe County hereby requests a Statewide Local Share Assessment grant not to exceed \$500,000 from the Commonwealth Financing Authority to be used for the Mountain View Park Improvements project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Jerrod Belvin, Township Manager, and Richard Wielebinski, President, Board of Commissioners, as the official(s) to execute all documents and agreements between Pocono Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Pocono Township this day of _____, 2025.

Name of Applicant: Pocono Township

Richard Wielebinski, President

Monroe

County

Jerrod Belvin, Secretary

Authorized Official Resolution

RESOLUTION NO. 2025-35

Resolution for Submission of Local Share Account (LSA) Statewide Grant Application

Be it RESOLVED, that the Pocono Township of Monroe County hereby requests a Statewide Local Share Assessment grant not to exceed \$500,000 from the Commonwealth Financing Authority to be used for the TLC Park Outdoor Fitness Center.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Jerrod Belvin, Township Manager, and Richard Wielebinski, President, Board of Commissioners, as the official(s) to execute all documents and agreements between Pocono Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Pocono Township this day of _____, 2025.

Name of Applicant: POCONO TOWNSHIP

Richard Wielebinski, President

Monroe

County

Jerrod Belvin, Secretary



RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Pocono
(TOWNSHIP) (BOROUGH) (CITY), Monroe COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Pinnacle at Swiftwater LLC has proposed the development of a parcel of land identified as
land developer

Lands of the Spirit of Swiftwater-Phase II, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), ☐ sewer tap-ins, ☒ sewer extension, ☐ new treatment facility, ☐ individual onlot systems, ☐ community onlot systems, ☐ spray irrigation, ☐ retaining tanks, ☒ other, (please specify). Existing pump station and existing low pressure sewer lateral on adjacent lands of others

WHEREAS, Pocono Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Pocono hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, Pocono Township
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2025-36, adopted, 10/20/25, 20 25

Municipal Address:

Pocono Township
205 Old Mill Road
Tannersville PA 18372
Telephone 570-629-1922



**TOWNSHIP OF POCONO,
Monroe County, Pennsylvania**

RESOLUTION NO. 2025-37

**OF THE BOARD OF COMMISSIONERS OF POCONO
TOWNSHIP, MONROE COUNTY, PENNSYLVANIA,
AMENDING AND RESTATING RESOLUTION NO. 2013-10
ESTABLISHING USER CHARGES, TAPPING FEES AND OTHER
FEES AND CHARGES IMPOSED ON CUSTOMERS OF THE
SEWER SYSTEM IN THIS TOWNSHIP, AND PROVIDING FOR
THE PAYMENT AND COLLECTION OF THE SAME; AND
ESTABLISHING RULES AND REGULATIONS GOVERNING
THE USE OF THE SEWER SYSTEM IN THIS TOWNSHIP.**

SECTION 1 - DEFINITIONS

The following words and terms, as used herein, shall have the meanings respectively ascribed to them by this Section, unless the context clearly indicates a different meaning:

Ammonia Nitrogen as N shall mean ammonia nitrogen as determined pursuant to the procedure set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by American Public Health Association, Inc.

BCRA shall mean the Brodhead Creek Regional Authority, acting through its governing Board, as Owner and operator of the Treatment Plant and, in appropriate cases, as agent of the Township hereunder.

BCRA Rules and Regulations shall be those regulations regulating sewage discharges to the BCRA WWTP as amended from time to time as provided for in Exhibit A. These BCRA Rules and Regulations are included and incorporated into these Pocono Township Rules and Regulations. In the event of a conflict between the two, the most restrictive regulations shall prevail, or in the case of other conflict, the BCRA Rules and Regulations shall prevail.

Board of Commissioners shall mean the Board of Commissioners of Pocono Township. All references to the Board of Supervisors shall be understood to be referring to the Board of Commissioners.

BOD (Biochemical Oxygen Demand) shall mean the quantity of oxygen, expressed in milligrams per liter, utilized in the carbonaceous biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20°) degrees centigrade, which standard laboratory procedure shall be as set forth in the latest publication of 40 CFR 136 or any successor regulation.

Building Sewer shall mean the extension from the sewage drainage system of any Improved Property to the Lateral serving such Improved Property. It shall extend from the building line to the right of way of a road or easement and connect the building sewer to the sewer lateral as depicted on the Township's standard construction details provided in the Construction Standards. The Building Sewer shall be owned and maintained by the property served.

Building or Service Lateral or Lateral shall mean the sewer line located within a road right of way or sanitary sewer easement extending from the end of the Building Sewer to the sewer main as depicted on the Township's standard construction details provided in the Construction Standards. The Lateral shall be owned and maintained by the Township.

Commercial Establishment shall mean any room, group of rooms, building or enclosure, or group thereof, connected, directly or indirectly, to the Sewer System and used or intended for use in the operation of a business enterprise for the sale and distribution of any product, commodity, article or service, which maintains separate toilet, sink or other plumbing facilities in the room or group of rooms utilized for such business enterprise.

Commonwealth shall mean the Commonwealth of Pennsylvania.

Connection Ordinance shall mean the Ordinance enacted by this Township requiring Owners of certain Improved Property located in the Township to connect to such Sewer and use the same in such manner as this Township may ordain.

Connection Permit shall mean the permit issued by the Township authorizing an Owner to connect an Improved Property to the Sewer System.

Cooperation Agreement shall mean the Amended and Restated Intermunicipal Cooperation Agreement dated May 1, 2010, as well as the First Supplement to the Amended and Restated Intermunicipal Cooperation Agreement dated November 1, 2010, all between the Borough of Stroudsburg, the Township of Hamilton, the Township of Pocono, the Township of Smithfield, the Township of Stroud, the Stroud Township Sewer Authority, and the Brodhead Creek Regional Authority and any subsequent amendment thereto.

County shall mean the County of Monroe, Pennsylvania.

Customer Facilities Fee is the customer facilities fee described in Act 57 of 2003 for the actual cost of the Building Sewer (i.e. facilities, including labor and other costs associated with the installation thereof, serving the Improved Property from the property line or the curb stop to the dwelling or building to be served) when installed by the Township. The fee also includes the cost of a grinder pump unit furnished by the Township for pick-up and installation by the Owner.

DEP shall mean the Pennsylvania Department of Environmental Protection or any successor agency of the Commonwealth of Pennsylvania.

Developed Property shall mean any property within the Sewered Area which was an Improved Property on October 20, 2009.

Domestic Sanitary Sewage shall mean normal water-borne from a typical sanitary sewage user, such as wastes from kitchens, water closets, lavatories and laundry facilities, discharged from any Improved Property, as well as water-borne wastes of similar character from similar facilities in offices, hotels, stores, restaurants, hospitals, schools and other Commercial, Educational, Industrial and Institutional Establishments, but in all cases excluding Prohibited Wastes.

Dwelling Unit shall mean any room, group of rooms, single family home, house trailer, apartment, condominium, cooperative or other enclosure and occupied or intended for occupancy as living quarters by an individual, a single family or other discrete group of persons, excluding institutional dormitories.

DRBC shall mean the Delaware River Basin Commission.

Educational Establishment shall mean any room, group of rooms, building or other enclosure connected, directly or indirectly, to the Sewer System and used or intended for use, in whole or in part, for educational purposes, including both public and private schools or colleges.

Engineer A Professional Engineer licensed by the Commonwealth of Pennsylvania and retained by the Township providing services to the Township for assistance with the management and operations of the sewer system. The term Township Engineer or Sewer Engineer shall be considered the same for the purposes of this Resolution.

EPA shall mean the Environmental Protection Agency of the United States of America, or any successor federal department or agency.

Equivalent Dwelling Unit or EDU shall mean the unit of measure deemed to constitute the estimated, equivalent amount of Domestic Sanitary Sewage discharged by a single-family Dwelling Unit, equal to 247 gallons/day water consumption metered by BCRA, or determined by Pocono Township and used for determining the following:

- a. The User Charge;
- b. Tapping Fees payable by a new User;
- c. Additional Tapping Fees payable by Users who:
 1. construct an addition to an existing Improved Property;
 2. expand an existing use of an Improved Property;
 3. change the use of an Improved Property;

4. increase sewage use as measured by either a water or sewer meter, for any reason other than an unidentified loss of water or inflow and infiltration which is remediated within two (2) months of determination of where the loss is occurring.

Extra Strength Wastes shall mean Sewage which exceeds the limits set forth in this resolution-and/or as otherwise mandated from time to time by any Regulatory Authority having jurisdiction of sewage discharges.

Fats, Oils, and Grease (FOG) shall mean fats, oils and grease as determined by laboratory analysis using analytical methods allowed for NPDES reporting as listed in the latest publication of 40 CFR 136 or any successor regulation.

Flow Allocation, Hydraulic shall refer to the total daily flow allocated to a user as determined by this Resolution and the connection permit.

Flow Allocation, Organic shall refer to the mass loading of organic and inorganic materials measured in lbs/day as further defined by this Resolution.

Grease Interceptor shall mean a large tank or device so constructed as to separate and trap or hold fats, oil, and grease substances from the sewage discharged from a facility in order to keep fats, oil, and grease substances from entering the sewer system.

Improved Property shall mean any property in the Sewered Area of the Township upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Domestic Sanitary Sewage and/or Industrial Wastes shall be or may be discharged into the Sewer System and is subject to the Connection Ordinance.

Industrial Establishment shall mean any Improved Property used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering, or assembling of any product, commodity or article, or any other Improved Property from which wastes, in addition to or other than Domestic Sanitary Sewage, shall or may be discharged.

Industrial Wastes shall mean any and all wastes discharged from an Improved Property and/or any wastewater having characteristics which may have the potential to be detrimental to the Treatment Plant, other than Domestic Sanitary Sewage.

Institutional Establishment shall mean any room, group of rooms, building or other enclosure connected, directly or indirectly, to the Sewer System, including institutional dormitories and Educational Establishments, and which do not constitute a Commercial Establishment, a Dwelling Unit, or an Industrial Establishment.

Interference shall mean a discharge from the Sewer System that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the Treatment Plant, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the NPDES Permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent Commonwealth or local regulations: Section 405 of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251, et seq.; the Solid Waste Disposal Act, including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any Commonwealth regulations contained in any Commonwealth sludge management plan prepared pursuant to Schedule D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

Large Variations shall mean when a user's flow rates by instantaneous rates in terms of gallons per minute, daily and monthly rates in terms of gallons per day, or strength of waste varies by more than 15 % from time to time.

Legal Requirements shall mean, collectively, all applicable environmental (including influent, treatment and discharge standards and permits then in effect), land use or other laws, regulations, orders, ordinances, codes, restrictions, permits, and other requirements imposed by Regulatory Authorities or by agreement, including but not limited to the Cooperation Agreement and the Sewage Treatment Agreement.

Material Change shall be established where a non-residential commercial or Industrial User has increased its water consumption by greater than fifty (50%) percent of the next higher EDU (e.g., 124 gpd monthly average) based on the previous year's consumption, during the user's peak month of utilization, for any reason other than unintentional loss of water by the User due to leakage or Inflow and Infiltration in the sanitary sewer system that is timely removed from the system.

Medical Waste shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Meter shall mean a device approved for measuring the volume of water consumed, or sewage discharged, by the Owner which consumption is the basis for determining the User Charge for sewer service, and which is read by BCRA, Pocono Township or other similar Utility or by a PA Licensed Operator. A water meter or sewer meter may be used for measuring sewage flows. The water meter may be utilized in the absence of a sewer meter. The sewer meter, provided it is calibrated by a third party, at least annually, being considered the primary source of sewage flow data.

National Categorical Pretreatment Standard or Pretreatment Standard shall mean any regulation containing pollution discharge limits promulgated by the EPA in accordance with

Section 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of Industrial users.

Owner shall mean any Person vested with title, legal or equitable, sole or partial, of any Improved Property, and the party ultimately responsible for the payment for sewer service.

Operational and Maintenance Plan (O&M) shall refer to the plan developed by the Township for operations, system maintenance, allowable materials, and construction standards for the System. This O&M Plan, as amended from time to time by the Township, is incorporated by reference into this Resolution.

Pass Through shall mean a discharge from the Sewer System which exits the Treatment Plant into Waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the NPDES Permit, including an increase in the magnitude or duration of a violation.

Person shall mean any individual, partnership, company, association, society, trust, corporation or other group or entity, including municipalities, municipality authorities, school districts and other units of government.

pH shall mean the logarithm of the reciprocal of the concentration of hydrogen ions, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.

ppm shall mean parts per million parts sewer, by weight.

Reservation Fee(or Standby Fee) shall mean a fee charged for future development with proper standing with the Township to maintain committed capacity in the sewer system for the said future development.

Regulatory Authorities or Authority Having Jurisdiction (AHJ) shall mean collectively, BCRA, EPA, DEP, DRBC, PaPUC, and any other local, county, regional, Commonwealth or Federal authority having jurisdiction on the date hereof or that may have jurisdiction at any time in the future over any aspect of the Sewer System, including influents, collections, conveyance, operations, land use, effluents, rate setting, solid wastes and emissions.

Rules and Regulations being this document, means the prescribed methods adopted by the Township from time to time by resolution, connections to and general use of, the Sewer System and/or the Treatment Plant. Including but not limited to this resolution governing the operations, use and operations of the sewer system.

Septage shall mean any Sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks; provided that such term shall not include any Sewage

transported to the Treatment Plant by or at the direction of BCRA due to a new connection, a temporary reduction or disruption in the flow of Sewage through the Sewer System.

Sewage shall mean the liquid and water-carried Domestic Sanitary Sewage or Industrial Wastes from Dwelling Units, and Commercial, Educational, Industrial and Institutional Establishments, whether treated or untreated. The terms "waste" and "wastewater" shall be deemed as Sewage by definition.

Sewage Treatment Agreement shall mean the Sewage Treatment Agreement between the Township and BCRA dated as of March 1, 2011, including all modifications, amendments, supplements, and restatements thereto made and delivered from time to time and at such time constituting part hereof.

Sewer shall mean any pipe or conduit constituting a part of the Sewer System used or usable for collection of Domestic Sanitary Sewage and/or Industrial Wastes.

Sewer System shall mean all facilities, at any particular time, acquired, constructed, or operated by, or on behalf of, the Township for collecting, pumping, transporting, treating and/or disposing of Domestic Sanitary Sewage and/or Industrial Wastes discharged by an Improved Property within this Township and subject to the Connection Ordinance.

Sewered Area shall mean that geographic area or areas of the Township served or to be served by the Sewer System, including all existing or future sewer areas or districts established and approved, from time to time, pursuant to Act 537 and other applicable laws;

Shall means mandatory.

Significant Violation shall mean either (a) the discharge of one or more Prohibited Discharge(s) into the Sewer System, (b) the occurrence of an event or circumstance, caused in whole or in part by a User's non-compliance with/violation of this Resolution or any of the Rules and Regulations, such that the Township's ability to fully comply with all agreements and other requirements to which it is subject in relation to the Sewer System and/or the Treatment Plant, or otherwise relating to its operation of the Sewer System, may be hindered, delayed or jeopardized, and/or (c) be the cause, in whole or in part, of the Township being subjected to Violation Costs and/or surcharges, as defined in, and as provided for, in the Sewage Treatment Agreement.

Slug, Slug Discharge, or Slug Load shall mean any Discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards. A "Slug Discharge" is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which as a reasonable potential to cause Interference or Pass Through, or in any other way violates the Rules and Regulations or Legal Requirements.

Street shall mean and shall include any street, road, lane, court, cul-de-sac, alley, public way or public square, including such streets as are dedicated to public use, and such streets as are owned by private Persons.

Surcharges shall mean a mandatory payment for exceedances in flow, organic or inorganic mass loading discharged to the Township's system beyond the allowable discharges as set forth in this Resolution for each EDU allocated to a property/connection.

Suspended Solids shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removable by laboratory filtering.

Tapping Fee shall mean the tapping fee described in Act 57 of 2003 payable by the Owner of any Improved Property in the area served by the Sewer System which actually connects or is required to be connected pursuant to the Connection Ordinance then in effect requiring such connection or which otherwise connects to the Sewer System.

Total Dissolved Solids (TDS) shall mean total dissolved solids as determined by laboratory analysis using analytical methods allowed for NPDES reporting as listed in the latest publication of 40 CFR 136 or any successor regulation.

Total Phosphorous (P) shall mean total phosphorous as determined by laboratory analysis using analytical methods allowed for NPDES reporting as listed in the latest publication of 40 CFR 136, or any successor regulation.

Total Residual Chlorine (TRC) shall mean residual chlorine as determined by laboratory analysis using analytical methods allowed for NPDES reporting as listed in the latest publication of 40 CFR 136 or any successor regulation.

Total Suspended Solids (TSS) shall mean total suspended solids as determined by laboratory analysis using analytical methods allowed for NPDES reporting as listed in the latest publication of 40 CFR 136 or any successor regulation:

Township shall mean the Township of Pocono, Monroe County, Pennsylvania, a political subdivision of the Commonwealth, acting by and through its Board of Commissioners or, in appropriate cases, acting by and through its agents, including BCRA or other authorized representatives.

Township SCADA System shall mean the Supervisory, Control, and Data Acquisition System constructed and maintained by the Township to monitor and control major sewer components of the Sewer System.

Treatment Plant shall mean the Sewage treatment and disposal system facilities owned and operated by BCRA, together with all appurtenant facilities and properties, and together with any additions, improvements, enlargements and/or modifications thereto from time to time acquired or constructed.

Types of Service shall mean:

- a. Commercial - Improved Property where the User is engaged in trade and/or commerce.
- b. Industrial - Improved Property for use in manufacturing, processing, and distribution activities.
- c. Municipal or Public - A political subdivision of the Commonwealth of Pennsylvania or agency thereof, a municipal authority, school district or other similar public bodies.
- d. Residential - Sewer service for residential households for customary sanitary purposes.

User shall mean the Owner, a tenant or other Person who contributes, causes, or permits the contribution of Domestic Sanitary Sewage and/or Industrial Wastes into the Sewer System from an Improved Property as further defined below:

- a. Small System User shall be that user that has a flow allocation of 10 or less EDUs.
- b. Medium System User shall be those users between 11 EDUs and 50 EDUs
- c. Large System User shall be those users greater than 50 EDUs, or, Medium System users which have Industrial Discharges or potential for discharge of hazardous or prohibited discharges as determined by the Engineer.

User Charge (or Fee) shall mean the periodic charge imposed for services, or availability of services, provided by the Sewer System, as established by Resolution of the Township, from time to time. A User Charge may include surcharges for uses beyond allocated flow either organic or hydraulic.

Violation shall mean (a) the discharge of any Extra Strength Waste by a User, or (b) any other breach by a User of any provision of any connection or Industrial Waste permit, this Resolution or any Rule or Regulation, which violation does not constitute a Significant Violation.

Violation Costs shall mean all direct and indirect costs and expenses, fines, penalties, liabilities, damages and other costs or expenses (including legal and engineering fees and

expenses) incurred by the Township as a result of a Violation and/or a Significant Violation by a User.

In these Rules and Regulations, the singular shall include the plural and the masculine shall include the feminine and the neuter.

SECTION 2 - CONDITIONS OF SERVICE

2.1 CONDITIONS OF SERVICE

- A. Use of the Sewer System by a User shall be in accordance with this and other applicable resolutions and ordinances of this Township, and the Rules and Regulations.
- B. The Township will furnish sewer service in consideration of the timely payment by User of the applicable Tapping Fee, , Customer Facilities Fee, User Charge, and other charges described herein and set forth on the Schedule of Public Sewer Rates and Charges attached hereto as "Schedule 1" and incorporated herein by reference, as the same may be amended or supplemented from time to time. The Township hereby reserves the right, as often as it may deem necessary, to alter or amend such rates and charges, as well as the Rules and Regulations.

2.2 APPLICATION FOR SERVICE AND CONTRACTS; SEWER RATES: TAPPING FEES

- A. Sewer service shall not be provided to any Improved Property until application shall have been made to the Township, or its agent, by the Owner of such Improved Property or by his authorized agent in accordance with the Connection Ordinance, and a Connection Permit issued by the Township authorizing same. Such application shall be made upon a form prescribed by the Township, wherein the Owner shall state fully all purposes for which he shall desire such service and shall answer accurately all necessary questions. The application for sewer service (regardless of User or applicant) shall constitute a binding, legal representation by the Owner of such Improved Property. Upon approval of the application, issuance of the Connection Permit, and payment of the appropriate fees and charges, the Owner shall install and connect {unless otherwise provided by the Township} the Building Sewer to the Lateral, at the sole cost and expense of the Owner.
- B. The application shall be subject to payment of all Tapping Fees, and Customer Facilities Fees then in effect and applicable to the Improved Property which is the subject of the application. The application, the Connection Ordinance, this resolution, as amended, and the Rules and Regulations shall regulate the sewer service to such Improved Property. The Township may require, prior to

approval of service, special contracts, or agreements in addition to an application for sewer service, if:

1. Service is for a new subdivision and/or land development;
2. Construction of extensions and/or other facilities are necessary;
3. A person shall contract with the Township to lay service pipe to the Improved Property, it being normal procedure for the Township not to furnish material or labor for use upon private Improved Property;
4. An Improved property will operate a private sanitary sewage treatment or pre-treatment facility; or
5. Deemed necessary by the Township.

C. EDUs shall be attributed to an Improved Property as follows:

1. Single Family Dwelling Units and small system users shall be attributed no less than one (1) EDU.-Each principal use, as defined by the Township's Zoning Ordinance or as determined by the Township Zoning Officer, on a parcel shall have no less than one EDU for each use.
2. Any Commercial, Educational, Industrial, Multi-residential, Mixed use (commercial/residential) and Institutional properties served by a metered water supply shall be attributed the number of EDUs determined from their maximum monthly average (i.e. highest month of the year) metered water usage, times 110%, based upon water meter data the twelve (12) month period preceding the date of connection. If sewage meters are utilized, attributed flows shall be 100 % of the metered use over the highest month during a twelve (12) consecutive month period. For proposed development, the applicant may utilize metered water consumption from a similar existing facility to estimate sewer flows with 110 % of the highest month from that facility.
3. Commercial, Educational, Industrial, Multi-residential, Mixed use (commercial/residential) and Institutional properties that do not have metered water service shall be attributed EDUs calculated in accordance with the provisions of Exhibit "C" attached hereto and incorporated herein by reference or metered flow data from a similar facility as outlined above.
4. Improved Properties which, prior to connection, are operating a private sanitary sewage treatment plant to provide sewer service for that Improved Property, shall have the option to be attributed EDUs in accordance with either the provisions of Section 2.2.C.2. above, or

based upon the maximum gallons per day of discharge permitted the DEP discharge permit in existence for that private sanitary sewage treatment plant. Failure of the Owner of the Improved Property to make an election as part of the application for a Connection Permit shall result in the attribution of EDUs in accordance with the provisions of Section 2.2.C.2. above.

5. All Principal uses on a parcel shall have no less than one EDU per Use unless a use is determined to be an accessory use to the principal use as determined by the Township Zoning Officer.

For any Improved Property connected, or proposed to be connected, to the Sewer System that does not have metered water service, the Township may, at the Township's sole cost and expense, install a water meter, and utilize the data from that meter for the purpose of attributing EDUs.

All EDUs shall be allocated in whole numbers and fractional calculated EDUs shall be rounded up to the nearest whole number.

D. Address of Owner.

The Owner of an Improved Property, when initially connecting to the Sewer System, shall provide the Township or its designated agent with, and shall thereafter keep the Township or its designated agent advised of, the Owner's current address.

E. Change in Ownership, Tenancy or Conditions of Water consumption

The Township must be notified upon any change in the ownership of an Improved Property regardless of the User. The Township will prepare a final bill for the seller of the Improved Property and future billings shall be the responsibility of the new Owner. Any User making any Material Change in the size, character, or extent of equipment or operations utilizing sewer service, or whose change in operation results in a substantial increase in the consumption of water, shall immediately give the Township written notice of the nature of the change, and either amend its application, if an application exists with the Township, or submit a new application. The Township shall adjust the applicable EDUs to impose additional Tapping Fees and User Charges based on a new application and/or an increase in water consumption due to such Material Change and based on a recalculation of the actual increase of water consumption as herein defined. Tapping Fees shall not be returned if water consumption is subsequently decreased. Failure to file an application will not relieve a User of the obligation to pay for additional User Charges or additional Tapping Fees pursuant to the three (3) month

recalculation, as set forth herein. The Township shall have the right, upon ten (10) days' notice, to discontinue (or cause to be discontinued) sewer and/water or service until such an application has been submitted and approved.

Unless supported or otherwise restricted by a special services agreement, in the case of Medium and Large System Users, at no time shall any flows from any User exceed 25% of the daily flow allocated to a property on any given day. At no time shall any monthly flow exceed the maximum allocated flow. Should the flows exceed the monthly flows from normal discharges due to over usage, or by more than 50 % of one single EDU (e.g., 124 gpd), the user shall purchase additional EDU(s) for the overages both in terms of User Fees and Tapping Fees.

Peak rates of flow from a User shall be limited to a maximum of 250% of the purchased capacity or 0.429 gpm/EDU as measured over a maximum of a 10-minute period.

F. Changes in Governmental Regulations

All permits, contracts or agreements for sewer service shall be subject to such changes or other modifications as may be required or appropriate to reflect changes in applicable law, rule, or regulation of a governmental body, including the BCRA.

G. Tapping Fees

1. A Tapping Fee is hereby imposed against the Owner of any Improved Property to be served by the Sewer System which actually connects to or is required to be connected thereto pursuant to the Connection Ordinance then in effect, or by special agreement between such Owner and the Township, governing such connection. Calculation and itemization of the maximum lawful Tapping Fee is attached hereto as Exhibit "B" and made a part hereof. The Tapping Fee shall be set by Township Fee Schedule up to the maximum amount shown in the Tapping Fee Study, subject to the Provisions of Act 57 of 2003.
2. The Tapping Fee shall be due and payable at the earlier of: (1) the time application is made to the Township to make connection to the Sewer System or, if applicable, the date when the Township shall connect any such Improved Property to the Sewer System, at the cost and expense of the Owner, when such Owner shall have failed to make such connection as required by the Connection Ordinance in effect requiring such connection, or (2) in the case of Developed Properties

required to be connected following initial construction of the Sewer System, by the date set forth in the written notice from the Township to the Owner to connect, which will not be less than the time period set forth in the Connection Ordinance for such connection to be completed. Owners of an Improved Property which is attributed an additional number of Equivalent Dwelling Units as defined by the Township rate structure herein shall pay a corresponding additional Tapping Fee at the time of being attributed with the new EDU computation as set forth in a written notice thereof to such Owners.

The Township may (but is in no way required to) utilize grant funds to pay a portion of the Tapping Fee for Developed Properties connecting to the Sewer System during the initial connection period following completion of construction of the Sewer System.

H. Contracts with Delinquents

An applicant seeking sewer service who has outstanding charges owed to the Township or BCRA for sewer or water services on other Improved Properties of, or occupied by, such Person, past or present, must pay all such outstanding charges prior to the connection application for the new sewer service being approved.

I. Construction and Material Requirements

All Construction and Material Requirements are included in the System's O&M Plan which is hereby incorporated by reference and as may be amended from time to time by the Commissioners. Those requirements and procedures shall be administered jointly by the Township's Sewer System Engineer and by the Building Code Enforcement Officer based on the requirements of the UCC, the O&M Plan, the PA Wastewater Facilities Manual, BCRA, or other similar Authority Having Jurisdiction (AHJ). The most restrictive requirement shall be enforced.

2.4 BILLS AND PAYMENTS

A. User Charge

1. A User Charge is hereby imposed upon the Owner of each Improved Property which is or shall be required to be connected to the Sewer System, for use of the Sewer System, whether such use is direct or indirect, and for services rendered by or on behalf of the Township and shall be payable as provided herein. Such User Charge may be imposed upon the Owner of an Improved Property who fails or refuses

improperly to connect such Improved Property to the Sewer System, as compensation for the availability of service by the Township in connection with the Sewer System. The User Charge shall be payable by the Owner of each Improved Property commencing the earlier of: (1) the date of actual, physical connection of an Improved Property to the Sewer System, or (2) the expiration of the time period for connection specified in the written notice from the Township to the Owner to connect, which will not be less than the time period set forth in the Connection Ordinance. All bills are payable in person at, or by mail or bank wire funds transfer to, a location designated by the Township. The basic User Charge will be imposed based upon the number of EDUs attributed to the Improved Property. EDU's attributed and User Charges are recalculated on a yearly basis.

2. All non-single-family Dwelling Units supplied with sewer through one connection shall be charged by determining their EDU count calculated to the nearest whole EDU (rounded up).
3. Thereafter, subject to limitations in the Connection Ordinance, if a Small User increases its water consumption by more than the EDU(s) purchased, over a three (3) month period, that User's EDU allocation shall be adjusted by the Township to reflect the increase for purposes of calculating User Charges. The User shall also be attributed additional EDUs as determined by Pocono Township and be required to purchase additional EDU(s) at the then current Tapping Fee amount.
4. In the event a User can demonstrate to the satisfaction of the Township that the User has permanently reduced its long-term water consumption by more than ten percent (10%) then such Owner may request a recalculation of EDU attribution to that Improved Property. The recalculation shall be based upon the highest average monthly peak flow over a one-year period of data collection. If the Owner is able to satisfactorily demonstrate that a reduction in EDUs attributed to the Improved Property should be, and such a reduction is in fact, granted by the Township, then the Owner shall receive a commensurate reduction of the basic User Charge effective with the first complete billing cycle occurring after such determination. However, at no time shall a user fee be less than one (1) EDU.
5. In the event a reduction in EDUs attributed to an Improved Property is granted, the Owner shall forfeit an equal amount of sewer capacity previously allocated to that property. The Owner shall not, as a result of the granted decrease in the EDU attribution, be entitled to the refund of, or credit for, User Charges previously paid or payable. Further,

subject to the express exception set forth in Paragraph 2.4.A.6. below, the Owner shall not be entitled to refund of, or credit for, Tapping Fees previously paid for such EDUs. Any future increase in the number of EDUs attributed to such Improved Property, as described in Paragraphs 2.2.E. or 2.4.A.3. above, shall result in the imposition of additional Tapping Fees and User Charges.

6. The foregoing notwithstanding, within sixty (60) days after the expiration of the first twelve (12) months of being connected to the Sewer System (the "Initial Connection Period"), the Owner of any Commercial, Industrial, Multi-residential, Mixed use (commercial/residential), Educational, Institutional or public (non-residential) Improved Property whose EDU attribution was based upon the maximum monthly average (i.e. highest month of the year), may request a recalculation of the EDU attribution for that Improved Property based upon its maximum monthly average metered water consumption, plus 10% for the Initial Connection Period. If that recalculation establishes that the number of EDUs attributed to such Improved Property at the time of initial connection was greater than the attribution that would have been made on the basis of the maximum monthly average metered water consumption for the Initial Connection Period, the EDU attribution to that Improved Property shall be reduced accordingly, the Owner shall receive a commensurate reduction of the basic User Charge effective with the first complete billing cycle occurring after such determination, the Owner shall forfeit an equal amount of sewer capacity previously attributed to that Improved Property. Any future increase in the number of EDUs allocated to such Improved Property, in excess of the reattributed count, shall result in the imposition of additional Tapping Fees and User Charges.
7. In addition, solely with respect to any Commercial, Industrial, Multi-residential, Mixed use (commercial/residential), Educational, Institutional or public (non-residential) Improved Property which, prior to connection, was operating a private sanitary sewage treatment plant to provide sewer service for that Improved Property, and with respect to which EDUs were initially attributed to such Improved Property in accordance with the provisions of Section 2.2.C.2. above, the Owner of that Improved Property may request a recalculation of the EDU attribution for that Improved Property based upon its maximum monthly average metered sewer flow for the Initial Connection Period, provided, in the opinion of the Township, the Improved Property had a properly operating and properly calibrated sewer meter installed and operating for the Initial Connection Period. If that recalculation

establishes that the number of EDUs attributed to such Improved Property at the time of initial connection was greater than the attribution that would have been made on the basis of the maximum monthly average metered sewer flows for the Initial Connection Period, the EDU attribution to that Improved Property shall be reduced according; the Owner shall receive a commensurate reduction of the basic User Charge effective with the first complete billing cycle occurring after such determination; for all future purposes of billing and attribution of EDUs, provided the sewer meter remains installed, properly calibrated and properly operating, monthly metered sewer flows shall be utilized in lieu of metered water consumption; the Owner shall forfeit an equal amount of sewer capacity previously attributed to that Improved Property; and the Owner shall be entitled to a refund of, or credit for, Tapping Fees previously paid for such forfeited sewer capacity. Any future increase in the number of EDUs allocated to such Improved Property, in excess of the reattributed count, shall result in the imposition of additional Tapping Fees and User Charges.

8. Nothing herein contained shall be deemed to prohibit this Township from entering into separate or special agreements with Owners of Improved Property or other Persons with respect to the User Charge or surcharge to be imposed in those cases where, due to special or unusual circumstances, the User Charge set forth herein shall be deemed by this Township, in its sole discretion, to be inequitable, or where it is in the best interests of this Township to do so.
9. No approvals by the PA DEP under the provisions of Act 537 represent purchase or Reservation of EDUs. Capacity allocations under Act 537 represent the right for a User to connect to the Pocono System at a given flow allocation, subject to purchase of the EDUs through payments of Tapping Fees. No capacity is guaranteed by Pocono Township until such time Tapping Fees are paid, and User Fees are paid on said Tapping Fees.

B. Basis for Preparation of Bills

1. Typically, all bills for sewer services furnished by the Township will be issued monthly based upon the current Schedule of Public Sewer Rates and Charges of the Township.
2. The User Charge shall be non-abatable for non-use of sewer service, and non-cumulative against subsequent use. In the case of fractional bills covering less than a month, minimum charges and allowances of sewer shall be pro-rated for new connections only.

3. The Owner of an Improved Property shall be fully liable for payment if a tenant or other User moves out without paying the bill. Tenants shall not be billed directly by the Township and the Owner shall be responsible for passing the bill onto the tenant for payment if the lease agreement calls for the tenant to pay sewer bills.
4. Bills for surcharges as outlined in this Resolution shall be billed directly from the Township separate from service bills.

C. Payment of Bills

1. All bills are due and payable within twenty-one (21) days after the date of the bill, and a late fee equal to 10% per annum of the amount of such bill for the number of days such bill is delinquent (calculated on the basis of a year of 365 days), will be added to all bills if not paid when due. Acceptance of remittance of bills on the last day of this twenty-one (21) day period shall be determined by the date of actual receipt of the User's payment at the designated payment office.
2. If a User has not served written protest to the Township within fifteen (15) days after the date of a bill, it shall be considered an undisputed bill.
3. If a bill is paid by check and the check is returned by the bank for any reason, a charge of \$20.00, or as may be amended from time to time, shall be paid by the User in addition to the amount of the bill and the late fee.
4. Payment schedules can be obtained on a case-by-case basis pending the Township's approval.
5. Failure of any person to receive bills for User Charges and other charges shall not be considered an excuse for non-payment, nor shall such failure result in an extension of the period of time during which the bill shall be payable.
6. Every Owner of Improved Property shall remain liable for the payment of User Charges and surcharges until the later of: (1) the receipt by the Township of written notice by such Owner that the Improved Property has been sold, containing the correct name and mailing address of the new Owner, or (2) the date on which title to the Improved Property is transferred to a new Owner. Failure to provide notice renders an Owner continuously liable for any charges that may accrue until such time as

the Township has been properly notified of any change in ownership as described above.

7. Tapping Fees, User Charges, and all other charges imposed by this Resolution shall be a lien on the Improved Property from the date imposed.

D. Unpaid Bills

1. If the Owner fails or neglects to pay, for a period of thirty (30) days from the due date thereof, any sewer bill or payment due, the Township shall provide to such Owner ten (10) days' notice in writing of the fact that such payment has become delinquent and that the Township intends to shut off sewer service, and/or to shut off, or request BCRA to shut off, the water supply to the Improved Property. This notice will also be posted at a main entrance of the Improved Property. If during such (10) day period the Owner delivers to the Township a written statement, under oath or affirmation, stating that he has a just defense to the claim, or part of it, for such rentals or charges, then the sewer service and the water supply shall not be shut off until the claim has been judicially determined. This statement shall also contain a declaration under oath or affirmation that it was not executed for the purpose of delay.
2. The Township shall, in addition to the above, have the right to exercise any and all rights and remedies granted by the Connection Ordinance or applicable law; bring a legal action to recover any amount due to it and/or to enter a municipal lien or claim against the Improved Property in the Office of the Prothonotary of Monroe County, and to collect the same in the manner provided by law for the collection of such liens or claims, all of which rights and remedies shall be cumulative.

E. Service of Notices

1. With the exception of the Notice to Connect, all notices and bills relating to the Sewer System shall be deemed to have been properly served if left upon the Improved Property served, if mailed to the Owner, or served in person to the Owner at the Owner's address as shown on the records of the Township.
2. The Township will send all such notices and bills to the address given on the application for sewer service until a notice of change of address, in writing, has been filed with the Township by the Owner.

3. All notices of general character, affecting or likely to affect all or a large number of Users, shall be deemed to have been properly given or served if advertised in the newspaper designated by the Township.

F. Surcharge

1. The Owner of any Improved Property which shall discharge Extra Strength Wastes or excessive flows to the Sewer System shall, in the discretion of the Township, pay a surcharge. Surcharges shall be paid in addition to all User Charges computed in accordance with provisions of Section 2.4 and shall be computed on such basis, and payable at such times, as the Township may from time to time establish. In imposing any surcharge, the Township will consider the provisions of any agreements to which the Township is a party governing the treatment of Domestic Sanitary Sewage or Industrial Wastes. Determination of surcharge quantities for Extra Strength Waste discharges shall be made based upon: (1) suitable sampling and analysis methods specified by the Township; or (2) from estimates made by the Township; or (3) from known relationships of products produced to strengths of such wastes for those industries where such factors have been established. In establishing such waste strengths for surcharge purposes by analysis, analyses shall be made in accordance with procedures outlined in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, Inc. The surcharge for exceedances of hydraulic flows and organic loadings shall be based on the hydraulic or organic flow which exceeds the allocated flow applied to the current EDU billing rate by the nearest whole EDU, rounding up.
2. In addition to the foregoing, if Extra Strength Wastes are being discharged, the Owner shall be liable for the cost and expense of laboratory testing, and legal and engineering costs in relation to the same and shall reimburse the Township and/or BCRA for any such costs and expenses upon demand.
3. All monitoring costs and expenses shall be the sole liability and responsibility of the Owner.

2.5 COMPLAINTS

- A. Complaints relative to the character of the service furnished, the reading of water meters, or concerning bills rendered shall be in writing and mailed to the billing office of the Township or its designated billing agent.

- B. If an employee of the Township, or its agent, is called out after normal business hours in response to a complaint by a User and if the cause of such complaint is not deemed to be the responsibility of the Township, then the User will be charged on the basis of time and materials with a minimum service charge of \$150.00, which fee may be changed from time to time.

2.6 CONDITIONS OF PLUMBING SYSTEM

The piping and fixtures on the Improved Property shall be in satisfactory condition at all times. The Township shall not be liable for any accidents, breaks, or infiltration resulting from connection of a Building Sewer to a Lateral or Sewer. The Township shall not be responsible for piping and fixtures of any User or for any damage to the Improved Property which may result from the Building Sewer or Lateral constructed by the User.

2.7 INDIVIDUAL LIABILITY FOR JOINT SERVICE

Two or more Persons who jointly have sewer service shall be jointly and severally liable for all bills issued by the Township, its agent or BCRA pertaining to the same. The Township reserves the right in such individual cases when deemed necessary to make one or more of said parties the guarantor for payment of said bill and to send a single bill.

No new joint applications for sewer service shall be granted by the Township and all Building Sewers must connect to a Lateral dedicated and solely utilized for a specific Building Sewer.

2.8 INSPECTION

Authorized employees of the Township, or its agent, presenting an identification card, shall have access to the Improved Property at all reasonable hours, for the purpose of sewer facility inspection, installation, repair and/or replacement; inspection, setting, reading, repairing, and removal of the water meter or sewer meter; and for all other justifiable purposes in related to the Sewer System.

2.9 INTERFERENCE WITH THE SEWER SYSTEM

For the protection of the Sewer System, no Person shall damage, injure, molest, disturb, or interfere with any part of the Sewer System. Where any such damage, injury or molestation, disturbance, or interference takes place, any Person observing or becoming aware of the same shall notify the Township immediately.

2.10 RENEWAL OF SERVICE

If sewer service (or water service) for a specific Improved Property has been discontinued, it will be restored after proper application when the conditions under which such service was discontinued, are corrected, and upon the payment of all delinquent fees and charges attributable to such Improved Property, or an arrangement satisfactory to the Township, or its agent, for payment of the arrearage is made, including all charges, costs and expenses related to shutting off and restoring sewer service and/or water service. References herein to termination or restoration of sewer service for delinquencies in payment of bills or otherwise, shall also refer to public water service provided to such Improved Property by BCRA.

2.11 CALCULATIONS OF EDUs

EDUs shall be calculated using the following methodology for all new connections to the Townships system:

- A. Use Based Calculations: All new users proposing a new use shall utilize the following use generated EDU rating to calculate total flows from a facility, divided by the flow per EDU to generate total required EDU allocation. Each use within a facility shall be evaluated separately and added together. The below shall be the basis of the initial determination to be confirmed by actual water meter usage after the facility is connected and fully occupied.

Use	Unit	gpd/unit
1. Residential Use	Dwelling Unit	247.0
2. 25 or more Residential Uses (Billed as a single Large System User)	Dwelling Unit	200.0
3. Barber Shop	Chair	123.5
4. Retail Store		
a. Per Employee	Total # of Employees	10.0, Plus
b. Gross Area	per 1,000 Square Feet	8.5
5. Offices	Employee	10.0
6. Manufacturing	Employee	20.0
7. Warehouse	Employee	20.0
8. Fast Food Restaurants (Disposal Utensils and dishware)	Meals Served	5.0
9. Sit Down Restaurants	Meals Served	8.0
10. Bars, Taverns, Social Clubs (Not including food services)	Seats	8.5
11. Service Station (garages)	Service Bay	100.0
12. Car Wash	Wash Bay	247.0
13. Laundromat	Washer	123.5
14. Beauty Shop	Chair	247.0
15. Public Swimming Pool Owned and operated by a public entity or non-profit organization (Not including pool backwash or drains)	Each Pool	1,000.0

16. Schools and Daycares	r	247.0
a. Per Employee	Total # of Employees	10.0, Plus
b. Per Student	Total # of Student	8.5, Plus
c. Per Caf. Meal Service	Total of a + b above	10.0, Plus
d. Showers	Total # of Showers	100.0
17. Gym/Fitness Center	Patron	16.5
18. Post Office	Each	247.0
19. Fire House	Each	247
(Not including social clubs or residential services)		
20. Nursing Home/Hospital Bed		123.5
21. Funeral Home	Each	494.0
22. Stadium	Seat	3.0
(Not including food services)		
23. Banquet or Service Hall	Each	
a. None-food services	Seat	1.0, Plus
b. Food Services	Meal	5.0, Plus
(Disposal Utensils and dishware)		
c. Food Services	Meal	8.0, Plus
(Washable Utensils and dishware)		
24. Recreation Area w/o services	Each	247.0
25. Movie Theaters	Seat/Car	3.5
(indoor and drive in)		
26. Commercial garbage grinder	Each	247.0
27. Camps		
a. Camp Site	Site	50.0
b. RV/camper	Site	100.0
c. Laundry Services	Site	15.0
28. Churches	Seat	2.0
29. Dormitory/group housing	Bed	35.0
30. Motel/Hotel	Room	75.0

- B. Existing Users and those proposed uses that can provide flow data for no less than one year from a similar facility may utilize the peak monthly recorded flow plus 10% factor of safety as the basis of EDU allocation.
- C. All EDU flow calculations are subject to review and approval by the Township Engineer.

SECTION 3 - PROHIBITED WASTES

- 3.1 No Person shall discharge, or shall cause or allow to be discharged, into the Sewer System any storm sewer, surface water, artesian well water, spring water, ground water, roof runoff, subsurface drainage, building foundation drainage, cellar drainage, any swimming pool filter or pool discharges, condensate, de-ionized

water, noncontact cooling water or drainage from roof leader connections. The Commissioners may, by a Special Sewer Services Agreement, allow for such discharges with specific conditions-based recommendations for monitoring and restrictions based on recommendations from the Engineer.

3.2 Except as otherwise provided, no Person shall discharge, or cause or allow to be discharged, into the Sewer System any matter or substance:

- A. Having a temperature higher than one hundred forty degrees Fahrenheit (140° F.) or less than thirty-two degrees Fahrenheit (32° F.), or which will inhibit biological activity in the Treatment Plant resulting in Interference, but in no case which causes the temperature at the introduction into the Treatment Plant to exceed 104 degrees F (40 degrees C);
- B. Which causes Pass Through or Interference;
- C. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Treatment Plant or to the operation of the Treatment Plant, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140° F using methods in 40 CFR 261.21. At no time shall two (2) successive readings on an explosion hazard meter, at any point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limits (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the Township, the Commonwealth or EPA has notified the User is a fire hazard or a hazard to the Sewer System;
- D. Containing any solid wastes with particles greater than one-half inch (1/2") in any dimension, resulting from preparation, cooking, and dispensing of food and from handling, storage and sale of produce, which wastes commonly are known as garbage, which have not been ground by household type garbage disposal units or other suitable garbage grinders;
- E. Containing any solids or viscous substances which may cause obstruction to flow in the Sewer System or other interference with the proper operation of the Sewer System and/or the Treatment Plant such as, but not limited to: animal guts or tissues, paunch manure, bones, hair, hides or fleshings, feathers, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, strings, wood, plastics, gas, tar, asphalt residues,

residues from refining or processing of fuel or lubricating oil, mud, glass grinding or polishing wastes, dental floss, wool or other fibers;

- F. Having a pH lower than 5.0 or higher than 10.0, or having any other corrosive property capable of causing damage or hazards to structures or equipment of the Sewer System or any Sewer or to any Person engaged in operation and maintenance of the Sewer System;
- G. Containing toxic or poisonous substances, or which result in the presence of toxic gases, vapors, or fumes, in sufficient quantity to injure or to interfere with any sewage treatment process, to constitute hazards to humans or animals or to create any hazards in sewers which shall receive treated effluent from the Sewer System;
- H. Containing dyes or other materials with objectionable color, from any source that will result in a Treatment Plant effluent exceeding limits in compliance with applicable state or federal regulations, and/or the Treatment Plant's NPDES permit;
- I. Any substance which may cause the Treatment Plant's effluent or any other product of the Treatment Plant, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Treatment Plant cause the Township to be in non-compliance with sludge use or disposal criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or Commonwealth criteria applicable to the sludge management method being used;
- J. Containing radio-active substances and/or isotopes of such half-life or concentration that will result in a Treatment plant effluent exceeding limits in compliance with applicable state or federal regulations;
- K. Having a chlorine demand in excess of twelve (12) mg/l at a detention time of twenty (20) minutes;
- L. Prohibited by any permit issued by the Commonwealth or the EPA;
- M. Containing wastes which are not amenable to biological treatment or reduction in existing treatment facilities, specifically non-biodegradable complex carbon compounds;
- N. Having a waste strength in excess of the table below (except as authorized by written agreement);

0. Having any waste containing toxic or poisonous substances in excess of the following limits, measured at the point of discharge to the Sewer System. Any concentrations exceeding the above will be considered a Violation and subject to Surcharges.

Parameter	concentration, mg/l	Permitted Mass Loading per EDU Lbs
Amonia Nitrogen as N	36	0.074
Arsenic	5.00	0.010
Barium	100.00	0.206
Benzene	0.50	0.001
BOD5	306.00	0.631
Cadmium (as Cd)	1.00	0.002
Carbon Tetrachloride	0.50	0.001
Chlordane	0.03	0.00006
Chlorobenzene	100.00	0.206
Chloroform	6.00	0.012
Chromium	5.00	0.010
o-Cresol	200.00	0.412
m-Cresol	200.00	0.412
p-Cresol	200.00	0.412
Cresci	200.00	0.412
2,4-D	10.00	0.021
1,4-Dichlorobenzene	7.50	0.015
1,2 Dichloroethane	0.50	0.0010
1,1 Dichloroethylene	0.70	0.0014
2,4 Dinitrotoluene	0.13	0.0003
Endrin	0.02	0.00004
FOG	87.00	0.179
Heptachlor	0.01	0.00002
Hexachlorobenzene	0.13	0.0003
Hexachlorobutadiene	0.50	0.0010
Hexachloroethane	3.00	0.006
Lead	5.00	0.010
Lindane	0.40	0.0008
Mercury	0.20	0.0004
Mexthoxychlor	10.00	0.021
Methyl ethyl ketone	200.00	0.412
Nitrobenzene	2.00	0.004
Pentachlorophenol	100.00	0.206
Pyridine	5.00	0.010
Selenium	1.00	0.002
Silver	5.00	0.010
Tetrachloroethylene	0.70	0.0014
Toxaphene	0.50	0.001
TP as P	21.00	0.043
Trichloroethylene	0.50	0.001
2,4,5 - Trichlorophenol	400.00	0.825
2,4,6 - Trichlorophenol	2.00	0.004
2,4,5 - TP (Silvex)	1.00	0.002
TSS	260.00	0.536
TDS	327.00	0.674
Vinyl Chloride	0.20	0.0004

- S. Containing any substance not mentioned in the foregoing list that will cause Interference or Pass Through at the Treatment Plant and exceed the maximum permitted levels for such substance under the requirements of the EPA, DRBC, BCRA, the Commonwealth or; other governmental agencies having jurisdiction;
- T. Any other substance prohibited by resolution, rule, regulation, or agreement of the Township hereafter enacted or adopted from time to time;
- U. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- V. Consisting of medical wastes, except as specifically authorized by the Township in a wastewater discharge permit;
- W. Causing, alone or in conjunction with other sources, the Treatment Plant's effluent to fail a toxicity test;
- X. Consisting of detergents, surface-active agents or other substances which may cause excessive foaming in the POTW; or
- Y. Consisting of fats, oil or greases of animal or vegetable origin in concentrations which exceed 87 mg/l or otherwise cause Interference or Pass Through.
- Z. Containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the Treatment Plant, except as may be approved in writing by BCRA and supported by the BCRA's engineers.
- AA. Containing trucked or hauled pollutants.
- BB. Consisting of noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
- CC. Containing cesspool, septic tank, porta-potty, holding tank discharges, or other septage, unless approved or consented to by the Township.
- DD. Containing sewage, water, or waste of such character and quantity that unusual attention or expense is required to handle such materials at the Treatment Plant, except as may be approved in writing by BCRA and supported by BCRA's engineers.

- EE. Containing sewage, water, or waste containing substances in demonstrated sufficient quantities, which when admixed in the total Treatment Plant influent wastewaters, will interfere with the biochemical processes of the Treatment Plant or the ultimate disposal of sludge or that will pass through the Treatment Plant and cause the effluent to exceed any Legal Requirements. No specific limits have been set herein. Actual Treatment Plant performance will be the basis for setting such limits.
 - FF. Containing Total Dissolved Solids (TDS) which cannot be removed by the treatment process, which consequently passes on to the Treatment Plant's effluent, thereby violating the Treatment Plant's NPDES permit except as may be approved in writing by the Township and BCRA.
- 3.3 Under no circumstances shall any Person discharge or cause to be discharged into the Sewer System any of the substances listed above, without first securing written permission to do so from the designated representative of the Township.
 - 3.4 Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under this Resolution for sources in that subcategory, shall immediately supersede the limitations imposed under this Resolution. The Township shall notify all affected Users of the applicable reporting requirements under 40 CFR, Section 403.12.
 - 3.5 No User shall ever increase the use of process wastewater or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the Township or the Commonwealth.
 - 3.6 Whenever a Person is authorized by the Township and the appropriate governmental agencies to discharge any Domestic Sanitary Sewage or Industrial Waste containing any of the substances or possessing any of the characteristics described above, such discharge shall be subject to the continuing approval, inspection, and review of the Township. If, in the opinion of the Township, such discharges are causing or will cause damage to the sewage system infrastructure or will cause the Township to be in violation of any agreement or order, the Township shall order the Person causing such discharge to cease doing so forthwith, or to take other appropriate action, including exercising the remedies provided in the Connection Ordinance, or delegating to another party duties to take appropriate action, to eliminate the harmful discharge.

- 3.7 Whenever the Township determines that a User is contributing to the Sewer System a Prohibited Discharge, the Owner shall be so notified and shall be required to take such corrective actions as are necessary to correct and alleviate such discharge.
- 3.8 Nothing contained herein shall be construed as prohibiting any special agreement or arrangement between the Township and the Owner of an Improved Property or other Person allowing Industrial Wastes of unusual strength or character to be admitted into the Sewer System.
- 3.9 Where necessary or appropriate, in the opinion of the Township or BCRA, the Owner of an Improved Property shall provide, at the sole expense of the Owner, suitable pretreatment facilities acceptable to the Township and BCRA.
- 3.10 Plans, specifications, and any other pertinent information relating to proposed facilities for preliminary treatment and handling of Industrial Wastes shall be submitted for approval of the Township and BCRA. No construction of any such facility shall commence until approval has been obtained, in writing, from the Township and BCRA, and until approval has been obtained from any and all regulatory bodies having jurisdiction.
- 3.11 Such facilities for preliminary treatment and handling of Industrial Wastes shall be continuously maintained, at the sole expense of the Owner, in good operating condition satisfactory to the Township and BCRA. The Township and BCRA shall have access to such facilities at reasonable times for purposes of inspection and sampling.

SECTION 4 - INDUSTRIAL WASTES AND LARGE SYSTEM USERS

- 4.1 No person shall discharge or cause to be discharged into the Sewer System any Industrial Wastes or wastes not generated from Domestic Sources without prior application for and receipt of a written permit from the Township and/or BCRA.
- 4.2 Any Person desiring to make or use a connection through which wastes not from a Domestic Source shall be discharged into the Sewer System shall file with the Township/BCRA a completed "Industrial Wastes Questionnaire", furnished by the Township/BCRA, which shall supply pertinent data, including estimated quantity of flow, characteristics and constituents of the proposed discharge. The cost of obtaining all such data shall be borne by the Person desiring to make or use the connection to the Sewer System.
- 4.3 Ten (10) days prior to the first day of January, April, July and October of each year, each Large System User shall provide a written report consisting of total anticipated flows in the following quarter, any changes in operations in the service connection, reports of any spills or exceedances, any testing requested by the Township or any

other event or potential service change which could affect the system operations or exceed hydraulic or organic loading allocation.

- 4.4. When required by the Township, the Owner of any Improved Property serviced by a Building Sewer carrying Industrial Wastes or Large System User shall install, at his expense, a suitable control manhole, together with such necessary meters and other appurtenances in the Building Sewer, to facilitate observation, sampling, and measurement of the waste flow.
- 4.5. All measurements, tests, and analyses of the characteristics of waters and wastewaters to which reference is made herein shall be performed in accordance with test method(s) approved by the U.S. Environmental Protection Agency ("EPA") under 40 C.F.R. Part 136. If 40 C.F.R. Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where EPA determines that Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Authority. Samples shall be collected at the control manhole, or in the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Sewer System to the point at which the Building Sewer is connected, or at another location determined by the Township to be most representative of the discharge under evaluation. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of an Improved Property is appropriate or whether a grab sample or samples must be taken.)
- 4.6 The Township may, at its sole discretion, require that metering data or real time testing data, be integrated into the Township SCADA System. Such work shall be performed by the Township's Control Consultant with costs of the installation and integration being paid by the User.
- 4.7. Any Industrial Establishment discharging Domestic Sanitary Sewage and/or Industrial Wastes into the Sewer System and contemplating a change in the method of operation which will alter the characteristics and/or volume of such wastes being discharged shall notify the Township and BCRA, in writing, at least thirty (30) days prior to institution of such change.

SECTION 5 - INTERCEPTORS, GARBAGE GRINDERS, PRETREATMENT AND/OR EQUALIZATION

- 5.1 Industrial Establishments discharging Industrial Wastes shall be subject to the Rules and Regulations adopted by BCRA and attached hereto as Exhibit A. Township appoints BCRA to as its agent on its behalf with respect to the regulation of Industrial

Establishments. The Township also retains the right to provide such administration and enforcement as it deems necessary for the protection of the Township's System.

- 5.2 Grease, Oil, and Sand Interceptors shall be provided by the Owner of any Industrial, Commercial, Educational or Institutional Establishment, at his or its sole cost and expense, when required by the Township and/or BCRA, for the proper handling of liquid wastes containing excessive grease, inflammable wastes, sand, or other harmful substances. All interceptors shall be of a type and capacity approved by the Township and/or BCRA and be constructed or installed at a satisfactory location in accordance with plans approved by the Township and/or BCRA prior to installation or commencement of construction.
- 5.3 The use of mechanical garbage grinders in an Industrial, Commercial, Educational or Institutional Establishment shall not be permitted without prior written approval from the Township.
- 5.4 The Township may require Industrial, Commercial, Educational or Institutional Establishments having large variations in rates of waste discharge by way of flow rate on a daily, instantaneous or weekly or by strength of waste to install suitable regulating devices for pretreating and/or equalizing waste flows to the Sewer System when in the sole opinion of the Township Engineer that such discharges have potential to cause damage or operational concerns to the Pocono system or the BCRA WWTP.

SECTION 6 - GRINDER PUMPS

- 6.1 The Owner of any Improved Property, upon direction of the Township, shall install (unless otherwise agreed to by the Township), operate and maintain at such Owner's cost and expense, a grinder pump or similar apparatus satisfactory to the Township in the manner and at the location directed by the Township. Such grinder pump shall be installed at the time such Improved Property is connected to the Sewer System and shall be subject to inspection and approval together with the remainder of the Building Sewer.
- 6.2 All grinder pumps shall be owned and operated by the User.
- 6.3 All grinder pumps connected to a common low pressure sewer force main owned and operated by the Township shall utilize semi positive displacement type pumps with a flow rate per pump between 9 and 16 gpm regardless of operating pressures.

SECTION 7- VIOLATIONS

- 7.1 For any Violation or Significant Violation the Township may pursue any or all of the following enforcement rights and remedies as the Township, in its sole discretion, may elect:
- A. The Township shall have all Enforcement rights and remedies as set forth in the Connection Ordinance, all of which rights and remedies are incorporated herein by reference; and/or,
 - B. If a User is the source or cause, in whole or in part, of a Significant Violation and the Township either incurs, or is put on notice that it must pay, Violation Costs and/or a surcharge imposed by BCRA in relation to such Significant violation, the Township shall provide notice thereof to the User, and shall have the right to impose, demand and collect payment of/reimbursement for all such Violation Costs and surcharges imposed by BCRA upon the Township with respect to each such Significant Violation, which shall be due and payable by the User to the Township upon demand; in addition the Township may require that the User (i) indemnify and hold harmless the Township from, and pay, any and all resulting uninsured liabilities associated with such Violation Costs, (ii) pay any subrogation claims of the Township and/or (iii) pay any costs relating to obtaining any new permits and/or any increases in the insurance premiums payable by the Township resulting from such Violation or Significant Violation; and/or,
 - C. The User shall pay to the Township upon demand any surcharge(s) imposed upon the User by the Township pursuant to this Resolution.
- 7.2. In addition to the foregoing, the User shall take immediate action, with the approval of the Township, to alleviate the cause(s) of the Violation or Significant Violation, at the sole cost and expense of the User. The Township reserves all legal rights and remedies, including without limitation, the right to injunctive relief to enforce the obligation of the User to take such corrective action.

SECTION 8 - MISCELLANEOUS

- 8.1 The Township, BCRA, and their respective agents shall have the right of access, at all reasonable times, to any part of any Improved Property as necessary for purposes of inspection, observation, measurement, sampling, and testing and for performance of other functions relating to service rendered by the Township and/or BCRA. Where the Owner/User has security measures in force which would require proper identification and clearance before entry onto their premises, the Owner/User shall make the necessary arrangements with their security guards/personnel so that upon presentation of suitable identification, personnel from the Township and BCRA will be permitted to enter onto the Owner's/User's premises, without delay, for the purposes of performing their specific responsibilities.

- 8.2 The Owner of any Improved Property shall be liable for all acts of tenants or other occupants of such Improved Property, as may be permitted by law, insofar as such acts shall be governed by the provisions of this Resolution.
- 8.3 The Township may, from time to time, modify these rules and regulations as it shall deem necessary and proper in connection with the use and operation of the Sewer System (as well as BCRA in the case of the Treatment Plant), which rules and regulations shall be, shall become and shall be construed as part of this Resolution. The Township hereby adopts BCRA's Rules and Regulations (appended hereto as Exhibit A) by reference. Should any of the provisions of the rules and regulations expressly set forth in this Resolution conflict with or be inconsistent with, BCRA's Rules and Regulations, then BCRA's Rules and Regulations shall supersede and control those of the Township, except to the extent such rules and regulations of the Township are more stringent than the conflicting BCRA's Rules and Regulations.
- 8.4 Should any provision hereof be finally determined by a court of competent jurisdiction to be illegal or invalid, no other provision of this Resolution shall be affected, and this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein,
- 8.5 This Resolution shall be effective immediately.
- 8.6 Township shall have the right to assign any of its rights, or delegate any its duties, hereunder to a municipal authority or to another local government unit, in the Township's sole discretion.
- 8.7 This regulation shall supersede any previous regulation in the event of a conflict in standards or procedures.

DULY ADOPTED, by the Board of Commissioners of the Township of Pocono, Monroe County,
Pennsylvania, in lawful session duly assembled, this day of _____, 20____.

TOWNSHIP OF POCONO
Monroe County, Pennsylvania

BY:

Chairman of the Board of Commissioners

ATTEST_____
(Asst) Secretary of the Township

(TOWNSHIP SEAL)

Exhibit A – BCRA Rules and Regulations

Exhibit B – Tapping Fee Study

**Pocono Township Board of Commissioners
Regular Meeting Minutes
October 6, 2025 | 5:30 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on October 6, 2025 and was opened by Chair Richard Wielebinski at 5:30 p.m. followed by the Pledge of Allegiance.

Roll Call: Ellen Gndt, present; Natasha Leap, absent; Mike Velardi, present; Brian Winot, present; Rich Wielebinski, 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, Jennifer Gambino, Public Works Asst. Mgr.

Announcements

Public Comment – Non-Agenda Items:

Limited to 3 minutes per person, please state your name and if you are a Pocono Township Resident.

Atty. Chris Brown- Council for 611 Land Development – Updated the board of Hamilton Township's stance regarding the hotel project that encompasses both Pocono and Hamilton and their demand for the tax revenue. They want an agreement in writing, or it goes to court.

Michelle Bisbing – Pocono Mountains Economic Development – introduced herself and the organization along with their offerings of service.

Cheryl Parks – Resident – updated everyone regarding the Kennel near her including dogs being boarded and noise complaints. She expressed her frustration with her neighbor and believes he is trying to intimidate her. E. Gndt wants zoning to look further into the laws regarding the kennel.

Rebecca Gallagher – Executive Director of the Pocono's Association of Vacation Rental Owners. – introduced herself and looks forward to working together in the community.

Jim Pellegrini – Resident – Spoke regarding social media. Asked that all commissioners rise above when addressing or commenting in response to social media.

Josie Keppler – Resident – expressed her concerns regarding intimidation and abuse of power by a commissioner who has served her family with legal action for speaking out.

Dawn Eilber – Resident – Reminded the board not to forget residents on Zoom that would like to speak and were inadvertently missed at the last meeting.

Presentations

Frank Cefali, Treasurer Pocono Township – Treasurer Report – walked the board through the report and how it was set up. General Fund collected 72.23% of the annual budget. Expenses are at 46% of total annual expenses. E. Gndt asked what the time line will be going forward.

Eckert Seamans & Pocono Mountains Economic Development Corp – Camelback TIF Bonds Refunding – E. Gndt asked what the restrictions are and what is being terminated. In-depth discussion took place between the presenter and the board. Leo DeVito gave clarification to the subject matter.

- R. Wielebinski made a motion, seconded by B. Winot, to approve the Termination of Declaration of Restrictive Covenants MCIDA Camelback TIF ***All in favor. Motion carried.***

PFM & Eckert Seamans– Financing for Police Wing

PFM is proposing to finance the police wing project with a \$9.5 million bond, including \$3.5 million for project completion, \$5.25 million to pay off interim financing, and \$150,000 for reimbursement. The 30-

year bond will have an estimated interest rate of 4.75% and annual payments around \$620,000. Discussion took place between the board and PFM.

- R. Wielebinski made a motion, seconded by M. Velardi, to proceed with authorization for financing and to have PFM/ Township Solicitor to draft debt ordinance amendment & advertise for BOC meeting 10-20-2025. Discussion took place with the public. All in favor. Motion carried.

PFM & Eckert Seamans & Mike Gable T&M Engineering – Penn Vest Sewer Loan

The township plans to extend sewer services to three areas: Bartonsville Ave., Stadden Road, and Sullivan Trail, addressing failing septic systems and improving water quality. The total project cost is estimated at \$11.2 million, with potential funding from tapping fees, grants, and a Penn Vest loan, with no anticipated increase in user rates. Discussion took place. PFM suggests using the sewer funds \$7.9 million cash reserves strategically, potentially borrowing from Penn Vest at low interest rates or creating a rate stabilization fund. The goal is to maintain low user rates while preserving financial flexibility for future needs. Discussion took place.

- R. Wielebinski made a motion, seconded by M. Velardi, to execute the letter of engagement for the Penn Vest Sewer Loan. Discussion took place. All in favor. Motion carried.

Hearings – Knox Box Amendment:

R. Wielebinski made a motion, seconded by M. Velardi, to open the hearing. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by M. Velardi, to Close the hearing. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by M. Velardi, to approve Ordinance 2025- 21 amending the Pocono Township Code of Ordinances, Part II General Legislation; Chapter 170 Emergency Access to Buildings; § 170-1 Definitions, § 170-4 requirements for existing Commercial and/or Industrial Buildings. Discussion took place. Roll Call Vote: E. Gndt, nay; M. Velardi, aye; B. Winot, aye; R. Wielebinski, aye. (Passed 3-1) Motion carried.

Resolutions

- Motion to approve Resolution 2025-34 denying preliminary plan approval of the Swiftwater Pond LLC preliminary land development plan. ***The plan was withdrawn and therefore no resolution was needed.***

Consent Agenda

- R. Wielebinski made a motion, seconded by M. Velardi, to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the September 15, 2025 regular meeting of the Board of Commissioners. ***E. Gndt requested the in leu of fees for Tannersville Point be added to the minutes. This has been updated as of 10/7/25.***
 - Financial transactions through October 6, 2025 as presented, including ratification of expenditures in the amount of \$998,467.91 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers. All in favor. Motion carried.

NEW BUSINESS

Personnel

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by B. Winot, to task the Chief of Police & Civil Service Commission to create the eligibility list to present to the Board of Commissioners for hiring purposes. Discussion took place. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Trick or Treating hours within Pocono Township Friday, October 31st 2025 from 5:00pm-8:00pm. Discussion took place. All in favor. Motion carried.
- E. Gndt made a motion, seconded by B. Winot, to approve Support on RCAP and LSA Grant Application for Crescent Lake. B. Winot updated the board on his observations and research regarding the situation. All in favor. Motion carried.
- E. Gndt abstained from this matter due to a conflict of interest. B. Winot made a motion, seconded by R. Wielebinski, regarding discussion for a Request for Support on LSA Grant Application for Brookdale's Nordic Spa. Discussion took place between the board. The public commented to not support this matter. Roll Call: E. Gndt, abstain; B. Winot, nay; R. Wielebinski, nay; M. Velardi, nay; Motion failed.
- E. Gndt abstained from this matter due to a conflict of interest. B. Winot made a motion, seconded by R. Wielebinski, regarding discussion for a request for support on an RCAP Grant Application for Brookdale's Nordic Spa. Discussion took place. Roll Call: E. Gndt, abstain; B. Winot, aye; R. Wielebinski, nay; M. Velardi, nay; Motion failed.

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – Solar Field- Seed mixture was confirmed.
- E. Gndt commented that she missed the Budget meeting and didn't receive a curtesy call. Discussion took place.

Brian Winot – Commissioner

- Historic Overlay Discussion – L. DeVito circulated a preliminary draft for review by the board prior to the next meeting. The attorney that represents the undeveloped portion of PMI reached out for clarification that it would cover the entire original Platted subdivision. Waiting on a better map. All the original plotted lots were part of the National Park Service Designation.

Mike Velardi – Commissioner

- Tent City Update – Citations were filed, and the owner has been slowly complying.
- Oktoberfest mugs for sale at \$10/ea.
- Mail in Ballots – Remember to VOTE
- Community Clean Up results – it was a lackluster turnout.

Reports

Zoning Report-SFM Consulting – violations are being cleared up.

Police – James Wagner, Chief

Manager Report – Jerrod Belvin

- Website is now active – this is a much cleaner look with a lot more access of forms along with information.
- Parks update – Issues still taking place at Mountain View Basketball Courts. Looking to have shorter hours next year to assist in rectifying the issues. Discussion was had by the Board. Public Works refurbished the old Glenwood Hall Fountain that is approximately 130 years old. Historic Walk is moving forward. Two new fountains have been installed in the ponds at TLC.
- Fuel Bid – PMCOG Fuel Bid was accepted
- MS4 Application has been accepted from DEP with the education session with Public Works set for October 16th.

- Act 101 Ordinance Discussion – to line up the requirements with DEP to stay in compliance and open us up to act 101 grant funds. The Waste Authority has approved it. J. Belvin asked the board to review and comment prior to placing on the next agenda for advertising.
- R. Wielebinski mentioned a bunch of trash dumped at Laural Lake and Cranberry to be looked into.

Public Works – Patrick Briegel

- Sewer Business Update – working on finalizing the easement for sewer service with the Strand property owners and CPI. They have been very cooperative. Valve Station One valves have been changed out and the system is coming back on line now.
- SEO Report
- PennDOT / Intersection brush update
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects – Massive cleanup of the exterior at Glennwood Hall in addition to the fountain. Walkways have been expanded along with parking making for a safer environment.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the purchase of a new Track Skid Steer in the amount of \$84,119.51. Discussion took place. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to direct the solicitor to draft a FOG Ordinance for Pocono Township Sanitary Collection System. Discussion took place. All in favor. Motion carried.

Township Events Report – Jennifer Gambino

The township building hosted a movie night in the meeting room that was a success. The second annual Food Truck festival was bigger and better than last year! The First Car Show ended up a huge success with over a 110 registered cars and a great band for entertainment. The tug of war trophy for 2025 was presented to the Pocono Township Fire Company. Popup Tattoo event sponsored by Northbound Rehab Center to be held Saturday, October 11th.

October Events:

- Oktoberfest October 10th
- Spooky Walk October 17th and 18th
- Trunk or Treat October 26th

Township Engineer Report- Jon Tresslar

- Learn Road safety enhancement project and roundabout survey work. Working with PPL to relocate a couple poles.
- B. Winot made a motion, seconded by R. Wielebinski, to approve an engineering study regarding the Truck Restriction Ordinance. Discussion took place. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to install regulatory signs for Pocono Circle & Sky-High Drive Traffic. All in favor. Motion carried.
- TASA Project – Resubmitted hopefully the final submission to PennDOT.
- TLC walking bridge. J. Tresslar presented photos of a total timber bridge example to the board and public along with a conceptual drawing for consideration.

Township Solicitor Report-Leo V. DeVito

- Sewer Business Update – Comments have been received from the Tobyhanna Solicitor. Revised rules and regulations will be circulated to everyone for consideration at an upcoming meeting.
- General legal update – Zoning is keeping busy with actions.
- Discussion on Chicken Ordinance Draft – working on final touches. Discussion was had by the board and residents.
- Discussion on Food Truck Ordinance Draft – Discussion took place.

Adjournment – R. Wielebinski made a motion, seconded by M. Velardi, to adjourn the meeting 9:19 p.m. All in favor. Motion carried.



CONFLICT OF INTEREST DISCLOSURE

I, ELLEN D GNANDT, hereby disclose that I have a conflict of
interest with regard to SUPPORT (LSA & RAEP) LETTERS

I am unable to vote on; discuss; or participate in any Township action with respect to

TRUE NORTH NORDIC SPA RE LLC

Because of my relationship with the matter, as follows; _____

they are a client of mine

Ellen D Gnandt

Signature/Name:

10 / 6 / 25

Date

Received this 6 day of Oct, 2025

[Signature]

Township Secretary/ Asst. Secretary

POCONO TOWNSHIP
Monday October 20, 2025
SUMMARY

Ratify

General Fund	\$	4,328.11
Payroll	\$	158,053.15
Sewer Operating	\$	151.15
Capital Reserve	\$	20,071.92

Bill List

TOTAL General Fund	\$	231,534.51
TOTAL Sewer OPERATING Fund	\$	175,827.76
TOTAL Sewer CONSTRUCTION Fund	\$	15,171.65
TOTAL Capital Reserve Fund	\$	375,719.72
Liquid Fuels	\$	311,425.72
TOTAL EXPENDITURES	\$	1,292,283.69

Budget Adjustments

General Fund	\$	59,300.00
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Budget Appropriations

\$	59,300.00
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POCONO TOWNSHIP CHECK LISTING

Monday October 20, 2025

General Fund

Payroll

Date	TYPE	Vendor	Memo	Amount
10/15/2025	TRANSFER ADP		PAYROLL 9/29/25 - 10/12/25	\$ 158,053.15
			TOTAL PAYROLL	\$ 158,053.15

General Expenditures

Date	Check	Vendor	Memo	Amount
10/01/2025	3162	Splinters' Hatchet & Axe Throwing	10/10/25 Event Appearance	675.00
10/03/2025	3165	PENTELEDATA	Police Internet	720.00
10/07/2025	3166	Blue Ridge Communications	Police Lines 1501 Fax: 4145 Jill: 7200 Main #: 7:	323.67
10/09/2025	3167	Betz, David	10/10/25 Oktoberfest Music	1,200.00
10/15/2025	3168	Lowe's	Supplies	1,409.44
			TOTAL General Fund Bills	\$ 4,328.11

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
10/07/2025	1466	BLUE RIDGE COMMUNICATIONS	Phones	132.64
10/15/2025	1467	Lowe's	Brass Reset Combo	18.51
			TOTAL Sewer Operating Fund	\$ 151.15

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
10/14/2025	1128	Brodhead Creek Regional Authority	Old Mill Rd App #1718 Water Hookup	17,691.90
10/15/2025	1129	Lowe's	TWP Counter Tops	2,380.02
			TOTAL Capital Reserve Fund	\$ 20,071.92

TOTAL General Fund
TOTAL Sewer Operating
Total Capital Reserve

\$	4,328.11
\$	151.15
\$	20,071.92
\$	24,551.18

Authorized by:

Transferred by:

POCONO TOWNSHIP CHECK LISTING

Monday October 20, 2025

General Fund

Date	Check	Vendor	Memo	Amount
10/15/2025	3169	ADP, INC	Payroll Time & Attendance 8/31, 9/14, 9/15 & 9/28/25	1,208.83
10/15/2025	3170	AFLAC	Supplemental Ins	349.56
10/15/2025	3171	ARGS Technology, LLC	Remote IT Services Sep 2025	6,298.50
10/15/2025	3172	Auto Parts of Tannersville, Inc.	CAR PARTS	177.30
10/15/2025	3173	Battalion 1 Consultants	OSHA General Industry 10hr 11/17/25	3,750.00
10/15/2025	3174	Battalion 1 Consultants	11/19/25 Excavation Hazard Awareness	1,509.00
10/15/2025	3175	Battalion 1 Consultants	11/18/25 Pre Course Audit	500.00
10/15/2025	3176	Best Auto Service & Tire Center	POLICE CAR SERVICE	1,109.67
10/15/2025	3177	Brand, Andrew	2025 Boot Reimb	195.94
10/15/2025	3178	Brodhead Creek Regional Authority	Drive Sewer	165.00
10/15/2025	3179	Broughal & DeVito, L.L.P.	LEGAL MATTERS	12,175.31
10/15/2025	3180	Chelsea Pocono Finance LLC	Reassessment	44,904.16
10/15/2025	3181	Cooper Electric	ELECTRICAL SUPPLIES	707.37
10/15/2025	3182	Corona Butcher	10/6/25 6' Sub & Salad	149.00
10/15/2025	3183	Creative Works Systems, Inc.	Sept 2025 Website Maint	142.50
10/15/2025	3184	Davidheiser's Inc.	Speed, Tracker & ENRADD Testing	1,175.00
10/15/2025	3185	DES-CPR, Inc.	Sept 2025 TWP Recycling	62.50
10/15/2025	3186	Eckert, Seamans, Cherin & Mellott, LLC	Prof Serv thru 9/30/25	560.00
10/15/2025	3187	Fry's Plastic, LLC	Solid P/E & Coupler	795.58
10/15/2025	3188	Furino Mech Contracting & Furino Fuels	AC& Heat Service & Turbo 200X Capacitor Installed	2,652.50
10/15/2025	3189	Gotta Go Potties, Inc.	RENTALS	1,215.00
10/15/2025	3190	Grant Success Lab	Oct 2025 Mo Retainer for Grant Services	3,300.00
10/15/2025	3191	HUNTER KEYSTONE PETERBILT, L.P.	TRUCK PARTS	721.49
10/15/2025	3192	Iadisernia, John	9/20/25 Boot Reimbursement	170.93
10/15/2025	3193	J. P. Mascaro & Sons	MVP Waste & Recycle Oct 25	626.00
10/15/2025	3194	J. P. Mascaro & Sons	Waste Removal Oct 2025	430.10
10/15/2025	3195	Jan-Pro of NEPA	CLEANING	1,770.12
10/15/2025	3196	Kimball Midwest	Cable Ties; KM-USA HH GR8 CS	98.50
10/15/2025	3197	Lawrence B. Fox P.C.	Civil Service Rules	1,312.50
10/15/2025	3198	Lexipol LLC	Law Enforcement Manuals	14,063.48
10/15/2025	3199	Marki Rolloff Container, Inc.	9/30/25 20 Yard Rolloff	640.00
10/15/2025	3200	MAULA, MAURA	YOGA IN THE PARK	40.00
10/15/2025	3201	MRM Workers' Compensation Pooled Trust	Install 2 of 12	19,249.31
10/15/2025	3202	Nationwide - 457	457 PLAN PAY 20	5,030.79
10/15/2025	3203	Nationwide - 457	Pocono TWP Pay 21 2025	5,016.95
10/15/2025	3204	NEPA Business Technologies LLC	Phone System Support Oct 2025	98.00
10/15/2025	3205	Panko Reporting	10/1/25 ZHB Appearance	260.00
10/15/2025	3206	PMHIC	HEALTH INSURANCE	66,456.31
10/15/2025	3207	Pocono Record	NOTICES	456.14
10/15/2025	3208	Portland Contractors, Inc.	Operations & Directions Sep 2025	350.00
10/15/2025	3209	PPL Electric Utilities	LED Street Lights	1,379.88
10/15/2025	3210	PPL Electric Utilities	Alger Ave Area Light, Traffic Lights	124.34
10/15/2025	3211	PPL Electric Utilities	Glenwood Cottages	645.36
10/15/2025	3212	Quantifi Media	Web Hosting 1 Yr 10/1/25 - 9/30/26	600.00

10/15/2025 3213 RecDesk LLC
 10/15/2025 3214 SiteOne Landscape Supply
 10/15/2025 3215 Sparkle Car Wash on 248 LLC
 10/15/2025 3216 Staples
 10/15/2025 3217 State Workers' Insurance Fund
 10/15/2025 3218 SiteOne Landscape Supply
 10/15/2025 3219 Suburban Testing Labs
 10/15/2025 3220 Susquehanna Accounting & Consulting Solut
 10/15/2025 3221 T&M Associates
 10/15/2025 3222 Teamster Local 773 - Non-Uniform
 10/15/2025 3223 Teamster Local 773 - Police
 10/15/2025 3224 Tulpehocken Mountain Spring Water Inc
 10/15/2025 3225 UNIFIRST Corporation
 10/15/2025 3226 Valley Business Systems
 10/15/2025 3227 Wilson Products Compressed Gas Co.
 10/15/2025 3228 World Fuel Services, Inc.

RecDesk Sub 12/2/25 - 12/31/25
 VOID: Pocono TWP Granular Herbicide Plus Fertilizer
 Sep 2025 Washes
 Pocono TWP Police Office Supplies
 Install 10 of 10 2025
 Granular Herbicide Plus Fertilizer
 SDWA Monthly 701
 Aug 2025 Budget Prep Consult
 ENGINEERING
 Sep 2025 Union Dues
 Sep 2025 Union Dues
 MVP Water Rental
 TWP Mats
 COPIERS
 Argon & Oxygen Cylinder Rentals
 B2 Clear Biodiesel 1,501 gal

2,047.50
 0.00
 18.80
 116.89
 2,770.00
 39.40
 240.00
 1,550.00
 13,813.48
 997.00
 1,826.00
 14.00
 98.32
 1,294.20
 17.00
 4,049.20
TOTAL GENERAL FUND \$231,534.51

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
10/15/2025 1468		BLUE RIDGE COMMUNICATIONS	PS 5 Phone	86.32
10/15/2025 1469		BRODHEAD CREEK REGIONAL AUTHORITY	Oct 2025 O&M	122,164.75
10/15/2025 1470		BRODHEAD CREEK REGIONAL AUTHORITY	July & Aug & Oct 2025	4,950.00
10/15/2025 1471		BROUGHAL & DEVITO, L.L.P.	LEGAL MATTERS	165.00
10/15/2025 1472		EEMA O&M Services Group, Inc.	Oct 2025 O&M (Add'l Serv for Sep 2025)	10,180.93
10/15/2025 1473		Evoqua Water Technologies LLC	Pump Station 5 Bioxide 9/22/25	11,170.35
10/15/2025 1474		J.P. Mascaro & Sons	Sewer Station 5 Waste Removal Oct 2025	293.85
10/15/2025 1475		PA One Call System, Inc	Sewer Mapping	95.54
10/15/2025 1476		Pocono Township	Sept 2025 Admin & Overhead Services	15,303.25
10/15/2025 1477		T&M ASSOCIATES	ENGINEERING	11,401.30
10/15/2025 1478		Verizon	Sewer SCADA System	36.47
			TOTAL Sewer Operating Fund	\$175,827.76

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
10/15/2025 1026		T&M ASSOCIATES	ENGINEERING	15,171.65
			TOTAL Sewer Construction Fund	\$15,171.65

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
10/15/2025 1130		Asphalt Maintenance Solutions, LLC	Double Bituminous Seal Coat & Fog Seal	275,557.96
10/15/2025 1131		AXON ENTERPRISES	Black X26P CEW, Handle 2ea	2,684.00
10/15/2025 1132		Furino Mech Contracting & Furino Fuels	Install 2 Ton Heat Pump System on Old Mill Rd	9,136.00
10/15/2025 1133		Korelsos, Eleni B.	Learn Road Roundabout TASA Easement	35,500.00
10/15/2025 1134		Northeast Masonry	New Bldg Steps & Sidewalk	41,370.00
10/15/2025 1135		T&M Associates	ENGINEERING	11,471.76
			TOTAL Capital Reserve Fund	\$375,719.72

Liquid Fuels

BUDGET ADJUSTMENTS REQUEST 2025

Monday October 20, 2025

GENERAL FUND		FROM	Amount	TO	Amount	Explanation
408.384 GEN GOVT EQUIPMENT LEASES			500.00	401.200 ADMIN ALLOWANCES	500.00	Line needs to be increased to cover deficit
			2,000.00	407.451 GEN GOV IT SRVS	2,000.00	Line needs to be increased to cover deficit
			15,000.00	408.310 TOWNSHIP ENGINEER	15,000.00	Line needs to be increased to cover deficit
			25,000.00	409.360 BUILDING UTILITIES	25,000.00	Line needs to be increased to cover deficit
409.374 NEW BLD CNTRCT JANITOR SERV			3,000.00	410.216 POLICE COMMUNITY OUTREACH	3,000.00	Line needs to be increased to cover deficit
			2,000.00	410.270 POLICE IT	2,000.00	Line needs to be increased to cover deficit
			3,000.00	410.310 POLICE PROFESSIONAL SERVICES	3,000.00	Line needs to be increased to cover deficit
			3,000.00	410.314 CIVIL SERVICE COMM SOLICITOR	3,000.00	Line needs to be increased to cover deficit
			5,000.00	454.260 PARK MINOR EQUIPMENT	5,000.00	Line needs to be increased to cover deficit
454.196 PARK HEALTH INSURANCE			600.00	454.310 PARK PROFESSIONAL SERV	600.00	Line needs to be increased to cover deficit
			200.00	454.320 PARK COMMUNICATIONS	200.00	Line needs to be increased to cover deficit
			59,300.00		59,300.00	
TOTAL ADJUSTMENTS						
GENERAL FUND BUDGET			ORIGINAL BUDGET	Increase/(Decrease)	ADJUSTED BUDGET	Explanation
	411.540 FOREIGN FIRE PAYMENTS		88,000.00	\$ 8,972.09	96,972.09	ADJUSTMENT NEEDED TO REFLECT CORRECT AMOUNT FOR FOREIGN FIRE AID
	355.070 FOREIGN FIRE INSURANCE		88,000.00	\$ 8,972.09	96,972.09	ADJUSTMENT NEEDED TO FUND REVENUE LINE
	355.050 PENSION SYSTEM STATE AID		250,000.00	\$ 123,277.46	373,277.46	ADJUSTMENT NEEDED TO FUND REVENUE LINE
	409.374 NEW BLD CNTRCT JANITOR SERV		150,000.00	\$ 123,277.46	273,277.46	ADJUSTMENT NEEDED TO REFLECT NEW BLG EXPENSES
				-		No effect on fund balance. Revenue offsets expenditure.
LIQUID FUELS			ORIGINAL BUDGET	Increase/(Decrease)	ADJUSTED BUDGET	Explanation
	439.600 CAPITAL CONSTRUCTION		431,345.56	10,142.12	441,487.68	ADJUSTMENT TO USE ALL OF LIQUID FUELS ALLOTMENT
	355.020 STATE LIQUID FUELS		430,845.56	10,142.12	440,987.68	ADJUSTMENT TO USE ALL OF LIQUID FUELS ALLOTMENT
	NET EFFECT TO FUND BALANCE			-		No effect on fund balance. Revenue offsets expenditure.



YOUR GOALS. OUR MISSION.

October 8, 2025

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

**SUBJECT: LINDENMERE SPORTS ARTS CENTER, LLC
CONSTRUCTION ESCROW RELEASE NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1372, T&M PROJECT NO. POCO-R0621**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **ONE MILLION ONE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS AND NINETY-SEVEN CENTS (\$1,152,244.97)**. The remaining financial security including retainage is \$273,213.26. A line-item tabulation for this release is attached for your files. Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

If you have any questions regarding the attached and/or recommendation, please do not hesitate to call.

Sincerely,

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

JST/meh

Enclosures

cc: Jerrod Belvin, Manager – Pocono Township
Paul Morgan, Zoning Officer – Pocono Township
Leo DeVito, Esquire. – Township Solicitor
Lisa Pereira, Esquire – Broughal & DeVito, LLP
Matthew D. Evans, Keystone Consulting Engineers, LLC – Applicant's Engineer
Kyle Garfinkel, Lindenmere Sports Arts Center, LLC – Owner/Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

G:\Projects\POCO R0621\Correspondence\Escrow\2024 LDP Release No. 1\Escrow Release #1 Cover Letter.docx



CAMP LINDENMERE
POCONO TOWNSHIP, MONROE COUNTY, PA

T&M ASSOCIATES PROJECT NO.: POCO-R0621

DONE BY: MEH DATE: 10/06/25

CHECKED BY: JST DATE: 10/06/25

PAYMENT APPLICATION NO. 1

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
I	GENERAL CONDITIONS										
	Office Trailer/Mobilization/Demobilization	LS	1	\$ 19,417.65	\$ 19,417.65	0.50	\$ 9,708.83	0.50	\$ 9,708.83	1	\$ 9,708.83
	SUBTOTAL ITEM I				\$ 19,417.65		\$ 9,708.83		\$ 9,708.83		\$ 9,708.83
II	E&S CONTROLS										
	Permanent Seeding	SY	1,481	\$ 0.35	\$ 518.35	1,111	\$ 388.85	1,111	\$ 388.85	370	\$ 129.50
	Water Quality Seeding	SY	2,671	\$ 2.75	\$ 7,345.25	2,671	\$ 7,345.25	2,671	\$ 7,345.25	-	\$ -
	Construction Fence	LF	4,540	\$ 4.00	\$ 18,160.00	4,540	\$ 18,160.00	4,540	\$ 18,160.00	-	\$ -
	Removal of Erosion Controls	LS	1	\$ 2,000.00	\$ 2,000.00	-	\$ -	-	\$ -	1	\$ 2,000.00
	Earthwork (Assembly Hall/Parking Area)	CY	1,250	\$ 2.75	\$ 3,437.50	500	\$ 1,375.00	500	\$ 1,375.00	750	\$ 2,062.50
	Maintenance of E&S Controls	LS	1	\$ 1,500.00	\$ 1,500.00	0.75	\$ 1,125.00	1	\$ 1,125.00	0	\$ 375.00
	SUBTOTAL ITEM II				\$ 32,961.10		\$ 28,394.10		\$ 28,394.10		\$ 4,567.00
III	STORMWATER MANAGEMENT										
	12" HDPE	LF	165	\$ 83.00	\$ 13,695.00	165	\$ 13,695.00	165	\$ 13,695.00	-	\$ -
	36" HDPE	LF	55	\$ 165.00	\$ 9,075.00	55	\$ 9,075.00	55	\$ 9,075.00	-	\$ -
	SUBTOTAL ITEM III				\$ 22,770.00		\$ 22,770.00		\$ 22,770.00		\$ -
IV	CONCRETE WORK										
	4" Sidewalk	SY	177	\$ 180.00	\$ 31,860.00	50	\$ 9,000.00	50	\$ 9,000.00	127	\$ 22,860.00
	SUBTOTAL ITEM IV				\$ 31,860.00		\$ 9,000.00		\$ 9,000.00		\$ 22,860.00
V	STONE AND PAVEMENT										
	2A Stone Subbase, 6" Depth	SY	1,512	\$ 12.20	\$ 18,446.40	-	\$ -	-	\$ -	1,512	\$ 18,446.40
	25MM Asphalt Base, 3.5" Depth	SY	1,512	\$ 26.25	\$ 39,690.00	-	\$ -	-	\$ -	1,512	\$ 39,690.00
	9.5MM Asphalt Top, 1.5" Depth	SY	1,512	\$ 14.25	\$ 21,546.00	-	\$ -	-	\$ -	1,512	\$ 21,546.00
	Pavement Markings - W/4"	SY	4,543	\$ 0.28	\$ 1,272.04	3,407	\$ 953.96	3,407	\$ 953.96	1,136	\$ 318.08
	Pavement Markings - B/4"	LF	652	\$ 0.39	\$ 254.28	-	\$ -	-	\$ -	652	\$ 254.28
	Pavement Markings - ADA Space Markings	EA	6	\$ 220.00	\$ 1,320.00	-	\$ -	-	\$ -	6	\$ 1,320.00
	3/8" Clean Stone Chips, 2" Depth - Relocated Trail	SY	171	\$ 4.00	\$ 684.00	-	\$ -	-	\$ -	171	\$ 684.00
* 2A Crushed Aggregate Base Course, 6" Depth - Reloc. Trail	SY	171	\$ 10.00	\$ 1,710.00	-	\$ -	-	\$ -	171	\$ 1,710.00	
	SUBTOTAL ITEM V				\$ 84,922.72		\$ 953.96		\$ 953.96		\$ 83,968.76
VI	LIGHTING										
	Site Lighting - Philips Gardco P26-48L-400-WWW-G2-3	EA	13	\$ 1,925.00	\$ 25,025.00	6	\$ 11,550.00	6	\$ 11,550.00	7	\$ 13,475.00
	Site Lighting - Philips Gardco P26-48L-400-WWW-G2-4	EA	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1	\$ 2,200.00	0	\$ -
	Site Lighting - Philips Gardco P26-48L-400-WWW-G2-5	EA	2	\$ 2,200.00	\$ 4,400.00	2	\$ 4,400.00	2	\$ 4,400.00	0	\$ -
	SUBTOTAL ITEM VI				\$ 31,625.00		\$ 18,150.00		\$ 18,150.00		\$ 13,475.00



CAMP LINDENMERE
POCONO TOWNSHIP, MONROE COUNTY, PA

T&M ASSOCIATES PROJECT NO.: POCO-R0621

DONE BY: MEH DATE: 10/06/25

PAYMENT APPLICATION NO. 1

CHECKED BY: JST DATE: 10/06/25

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
VII	ON-LOT SEPTIC SYSEIMS										
	A Boys Bunks (20' x 64')	SF	1,280	\$ 30.32	\$ 38,809.60	512	\$ 15,523.84	512	\$ 15,523.84	768	\$ 23,285.76
	B Girls/Assembly Hall (31' x 96')	SF	2,976	\$ 30.32	\$ 90,232.32	1,190	\$ 36,080.80	1,190	\$ 36,080.80	1786	\$ 54,151.52
	SUBTOTAL ITEM VII				\$ 129,041.92		\$ 51,604.64		\$ 51,604.64		\$ 77,437.28
VIII	MISCELLANEOUS										
	A Concrete Wheel Stops	EA	10	\$ 126.00	\$ 1,260.00	-	\$ -	-	\$ -	10	\$ 1,260.00
	B Reserved HC Parking and Van Accessible Signs - R7-8B	EA	14	\$ 193.00	\$ 2,702.00	-	\$ -	-	\$ -	14	\$ 2,702.00
	C One Clarion 200,000 Water Tank	LS	1	\$288,076.49	\$ 288,076.49	1	\$ 288,076.49	1	\$ 288,076.49	-	\$ -
	SUBTOTAL ITEM VIII				\$ 292,038.49		\$ 288,076.49		\$ 288,076.49		\$ 3,962.00
IX	PUMP BUILDING										
	A Interior Piping	LS	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	1	\$ 23,000.00	-	\$ -
	B Pumps and Start-up	LS	1	\$ 25,840.00	\$ 25,840.00	1	\$ 25,840.00	1	\$ 25,840.00	-	\$ -
	C 8" C900	LF	95	\$ 112.00	\$ 10,640.00	95	\$ 10,640.00	95	\$ 10,640.00	-	\$ -
	D 6" C900	LF	10	\$ 85.00	\$ 850.00	10	\$ 850.00	10	\$ 850.00	-	\$ -
	E 8" Gate Valves	EA	5	\$ 2,835.00	\$ 14,175.00	5	\$ 14,175.00	5	\$ 14,175.00	-	\$ -
	F 6" Gate Valves	EA	1	\$ 2,015.00	\$ 2,015.00	1	\$ 2,015.00	1	\$ 2,015.00	-	\$ -
	G Fittings	EA	25	\$ 365.00	\$ 9,125.00	25	\$ 9,125.00	25	\$ 9,125.00	-	\$ -
H Fire Hydrant	EA	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	1	\$ 9,000.00	-	\$ -	
	SUBTOTAL ITEM IX				\$ 94,645.00		\$ 94,645.00		\$ 94,645.00		\$ -
X	FIRE PROTECTION										
	A 8" C900	LF	1,700	\$ 83.00	\$ 141,100.00	1,700	\$ 141,100.00	1,700	\$ 141,100.00	-	\$ -
	B 6" C900	LF	50	\$ 79.00	\$ 3,950.00	50	\$ 3,950.00	50	\$ 3,950.00	-	\$ -
	C 4" C900	LF	385	\$ 56.25	\$ 21,656.25	385	\$ 21,656.25	385	\$ 21,656.25	-	\$ -
	D 2" SDR-21	LF	380	\$ 45.00	\$ 17,100.00	380	\$ 17,100.00	380	\$ 17,100.00	-	\$ -
	E Fittings	EA	97	\$ 365.00	\$ 35,405.00	97	\$ 35,405.00	97	\$ 35,405.00	-	\$ -
	F 8" Gate Valves	EA	4	\$ 2,835.00	\$ 11,340.00	4	\$ 11,340.00	4	\$ 11,340.00	-	\$ -
	G 6" Gate Valves	EA	2	\$ 2,015.00	\$ 4,030.00	2	\$ 4,030.00	2	\$ 4,030.00	-	\$ -
	H 4" Gate Valves	EA	1	\$ 1,625.00	\$ 1,625.00	1	\$ 1,625.00	1	\$ 1,625.00	-	\$ -
	I 2" Curb Stops	EA	1	\$ 1,355.00	\$ 1,355.00	1	\$ 1,355.00	1	\$ 1,355.00	-	\$ -
	J Fire Hydrants	EA	2	\$ 9,000.00	\$ 18,000.00	2	\$ 18,000.00	2	\$ 18,000.00	-	\$ -
	K 2" X 2" Connections	EA	1	\$ 450.00	\$ 450.00	1	\$ 450.00	1	\$ 450.00	-	\$ -
	L 8" Service Saddle Tapt 2" W/ Corp. Stop	EA	11	\$ 1,090.00	\$ 11,990.00	11	\$ 11,990.00	11	\$ 11,990.00	-	\$ -
	M Testing/Chlorination/Flushing	LS	1	\$ 4,545.00	\$ 4,545.00	1	\$ 4,545.00	1	\$ 4,545.00	-	\$ -
N Restoration	LS	1	\$ 7,550.00	\$ 7,550.00	1	\$ 7,550.00	1	\$ 7,550.00	-	\$ -	
	SUBTOTAL ITEM X				\$ 280,096.25		\$ 280,096.25		\$ 280,096.25		\$ -



CAMP LINDENMERE
POCONO TOWNSHIP, MONROE COUNTY, PA

T&M ASSOCIATES PROJECT NO.: POCO-R0621

DONE BY: MEH DATE: 10/06/25
CHECKED BY: JST DATE: 10/06/25

PAYMENT APPLICATION NO. 1

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
XI	POTABLE WATER										
A	4" C900	LF	1,510	\$ 54.00	\$ 81,540.00	1,510	\$ 81,540.00	1,510	\$ 81,540.00	-	\$ -
B	2" SDR-21	LF	185	\$ 45.00	\$ 8,325.00	185	\$ 8,325.00	185	\$ 8,325.00	-	\$ -
C	1 1/2" SDR-21	LF	900	\$ 39.50	\$ 35,550.00	900	\$ 35,550.00	900	\$ 35,550.00	-	\$ -
D	Fittings	EA	46	\$ 205.00	\$ 9,430.00	46	\$ 9,430.00	46	\$ 9,430.00	-	\$ -
E	4" Gate Valves	EA	5	\$ 1,625.00	\$ 8,125.00	5	\$ 8,125.00	5	\$ 8,125.00	-	\$ -
F	Connect to Existing 4" X 2"	EA	4	\$ 1,600.00	\$ 6,400.00	4	\$ 6,400.00	4	\$ 6,400.00	-	\$ -
G	Connect to Existing 2" X 2"	EA	1	\$ 1,435.00	\$ 1,435.00	1	\$ 1,435.00	1	\$ 1,435.00	-	\$ -
H	Connect to Existing 1 1/2" X 1 1/2"	EA	3	\$ 1,305.00	\$ 3,915.00	3	\$ 3,915.00	3	\$ 3,915.00	-	\$ -
I	1 1/2" Curb Stops	EA	9	\$ 765.00	\$ 6,885.00	9	\$ 6,885.00	9	\$ 6,885.00	-	\$ -
J	2" Curb Stops	EA	5	\$ 1,355.00	\$ 6,775.00	5	\$ 6,775.00	5	\$ 6,775.00	-	\$ -
K	Testing/Chlorination/Flushing	LS	1	\$ 2,275.00	\$ 2,275.00	1	\$ 2,275.00	1	\$ 2,275.00	-	\$ -
L	Restoration	LS	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00	1	\$ 6,300.00	-	\$ -
	SUBTOTAL ITEM XI				\$ 176,955.00		\$ 176,955.00		\$ 176,955.00		\$ -
	SUBTOTAL SITE ITEMS I-XI:				\$ 1,196,333.13		\$ 980,354.27		\$ 980,354.27		\$ 215,978.87
	CONTINGENCY (10%)				\$ 119,633.31		\$ 98,035.43		\$ 98,035.43		\$ 21,597.89
	INSPECTION AND ADMINISTRATION (5%)				\$ 59,816.66		\$ 49,017.71		\$ 49,017.71		\$ 1,079.89
	TOTAL REQUIRED FINANCIAL SECURITY				\$ 1,375,783.10		\$ 1,127,407.40		\$ 1,127,407.40		\$ 238,656.65
*	Line Item Added										
**	Unit Cost Adjusted										
***	Quantity Adjusted										
****	Unit Cost and Quantity Adjusted										

TOTAL ORIGINAL FINANCIAL SECURITY	\$ 1,375,783.10
TOTAL VALUE OF WORK CONSTRUCTED TO DATE	\$ 1,127,407.40
TOTAL VALUE OF WORK REMAINING	\$ 248,375.69
RETAINAGE (10%) ¹	\$ 24,837.57
LESS AMOUNT PREVIOUSLY RELEASED	\$ -
AMOUNT RECOMMENDED FOR RELEASE	\$ 1,152,244.97
REMAINING FINANCIAL SECURITY (INCLUDING RETAINAGE) ¹	\$ 273,213.26
¹ Per the Municipalities Planning Code, retainage held is 10% of the remaining improvements	



YOUR GOALS. OUR MISSION.

October 15, 2025

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

**SUBJECT: LANDS OF THE SPIRIT OF SWIFTWATER – PHASE II
CONSTRUCTION ESCROW RELEASE NO. 3
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1287, T&M PROJECT NO. POCO-R0613**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **SIX HUNDRED SIXTY THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$660,483.47)**. A line-item tabulation for this release is attached for your files. Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

If you have any questions regarding the attached and/or recommendation, please do not hesitate to call.

Sincerely,

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

JST/meh

Enclosures

cc: Jerrod Belvin – Township Manager
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Esquire, Broughal & DeVito, LLP
Salvatore J. Caiazza, P.E., Hanover Engineering – Applicant's Engineer
Anthony Maula – Owner/Applicant
Amy R. Montgomery, P.E., T&M Associates
Melissa E. Hutchison, P.E., T&M Associates

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LANDS OF THE SPIRIT OF SWIFTWATER - PHASE II
POCONO TOWNSHIP, MONROE COUNTY, PA
APPLICATION NO. 3

T&M ASSOCIATES JOB NO.: POCO-R0613
DONE BY: MEH DATE: 10/14/25
CHECKED BY: JST DATE: 10/14/25

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
I	GENERAL CONDITIONS										
	Mobilization/Demobilization	EA	0.5	\$ 5,000.00	\$ 2,500.00	0.5	\$ 2,500.00	1	\$ 2,500.00	0	\$ -
	Layout/Survey	EA	0.2	\$ 15,000.00	\$ 3,000.00	0	\$ -	0.1	\$ 1,500.00	0	\$ 1,500.00
	Sanitary and dumpster (18 Total Months)	Per Month	16	\$ 750.00	\$ 12,000.00	12	\$ 9,000.00	16	\$ 12,000.00	0	\$ -
	SUBTOTAL ITEM I			\$	\$ 17,500.00		\$ 11,500.00		\$ 16,000.00		\$ 1,500.00
II	EROSION & SEDIMENT CONTROLS										
	Rock Construction Entrance 150 FT	EA	0	\$ 2,500.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	12" Compost Filter Sock	LF	0	\$ 4.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	24" Compost Filter Sock	LF	0	\$ 6.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Stilling Basin (Total of 6 Stilling Basins)	EA	3	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	3	\$ 1,500.00	0	\$ -
	Riprap Apron R-5	EA	0	\$ 700.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Temporary Mulch and Seed	AC	0	\$ 1,600.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Rock Filter	EA	0	\$ 250.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Inlet Protection (Total of 20 Inlet Protection)	EA	18	\$ 100.00	\$ 1,800.00	18	\$ 1,800.00	18	\$ 1,800.00	0	\$ -
	BMP Removal	LS	1	\$ 600.00	\$ 600.00	0	\$ -	0	\$ -	1	\$ 600.00
	Swale/ Berm T1	LF	0	\$ 50.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Sediment Traps	EA	0	\$ 10,000.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Maintain E&S Control BMPs	LS	1	\$ 2,000.00	\$ 2,000.00	0	\$ -	0	\$ -	1	\$ 2,000.00
SUBTOTAL ITEM II				\$ 5,900.00		\$ 3,300.00		\$ 3,300.00		\$ 2,600.00	
III	EARTHWORK										
	Site cut (16,456 CY Total)	CY	3,456	\$ 3.00	\$ 10,368.00	1,456	\$ 4,368.00	3,456	\$ 10,368.00	0	\$ -
	Site fill (4,635 CY Total)	CY	635	\$ 3.00	\$ 1,905.00	235	\$ 705.00	635	\$ 1,905.00	0	\$ -
	Grubbing	Ac	0	\$ 4,250.00	\$ -	0	\$ -	0	\$ -	0	\$ -
	Retaining Wall	LF	24	\$ 45.00	\$ 1,080.00	24	\$ 1,080.00	24	\$ 1,080.00	0	\$ -
	Curb Excavate and backfill	LF	3,335	\$ 1.50	\$ 5,002.50	1,850	\$ 2,775.00	3,335	\$ 5,002.50	0	\$ -
	SUBTOTAL ITEM III			\$	\$ 18,355.50		\$ 8,928.00		\$ 18,355.50		\$ -
IV	STORMWATER FACILITIES										
	18" HDPE (1,570 LF Total)	LF	1,052	\$ 55.00	\$ 57,860.00	0	\$ -	1,052	\$ 57,860.00	0	\$ -
	Inlets (Type C)	EA	7	\$ 2,800.00	\$ 19,600.00	0	\$ -	7	\$ 19,600.00	0	\$ -
	Inlets (Type M) (13 Total Type M Inlets)	EA	12	\$ 2,800.00	\$ 33,600.00	0	\$ -	12	\$ 33,600.00	0	\$ -
	Convert Trap to Infiltration Basin	EA	1	\$ 8,000.00	\$ 8,000.00	0	\$ -	0	\$ -	1	\$ 8,000.00
	Convert Trap to Detention Basin	EA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	1	\$ 5,000.00
	Post & Rail Fence	LF	463	\$ 45.00	\$ 20,835.00	463	\$ 20,835.00	463	\$ 20,835.00	0	\$ -
	Endwalls (9 Total Endwalls)	EA	2	\$ 2,000.00	\$ 4,000.00	0	\$ -	2	\$ 4,000.00	0	\$ -
SUBTOTAL ITEM IV			\$	\$ 148,895.00		\$ 20,835.00		\$ 135,895.00		\$ 13,000.00	

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW			
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST		
V	WATERLINE												
	A	8" D.I.P. Class 52	LF	456	\$ 65.00	\$ 29,640.00	0	\$ -	456	\$ 29,640.00	0	\$ -	
	B	4" Valve	EA	1	\$ 1,550.00	\$ 1,550.00	0	\$ -	1	\$ 1,550.00	0	\$ -	
	C	8" Bend	EA	4	\$ 320.00	\$ 1,280.00	0	\$ -	4	\$ 1,280.00	0	\$ -	
	D	6" Bend	EA	1	\$ 280.00	\$ 280.00	0	\$ -	1	\$ 280.00	0	\$ -	
	E	4" Bend	EA	2	\$ 250.00	\$ 500.00	0	\$ -	2	\$ 500.00	0	\$ -	
	F	8"x8"x6" Tee	EA	1	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	
	G	Thrust Blocks/Anchor Blocks	EA	7	\$ 250.00	\$ 1,750.00	0	\$ -	7	\$ 1,750.00	0	\$ -	
	H	Hydrants	EA	2	\$ 3,580.00	\$ 7,160.00	0	\$ -	2	\$ 7,160.00	0	\$ -	
	I	6" D.I.P. Class 52	LF	430	\$ 58.00	\$ 24,940.00	0	\$ -	430	\$ 24,940.00	0	\$ -	
	J	4" D.I.P. Class 52	LF	147	\$ 54.00	\$ 7,938.00	0	\$ -	147	\$ 7,938.00	0	\$ -	
	K	6" Valve	EA	3	\$ 2,580.00	\$ 7,740.00	0	\$ -	3	\$ 7,740.00	0	\$ -	
	L	8"x6"x6" Tee	EA	1	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	
	SUBTOTAL ITEM V				\$ 83,778.00		\$ -		\$ 83,778.00		\$ -		
VI	SANITARY SEWER												
	A	6" PVC	LF	627	\$ 75.00	\$ 47,025.00	0	\$ -	627	\$ 47,025.00	0	\$ -	
	B	4"x4" Anti-Seep Collar	EA	1	\$ 1,200.00	\$ 1,200.00	0	\$ -	1	\$ 1,200.00	0	\$ -	
	C	Manhole	EA	3	\$ 7,500.00	\$ 22,500.00	0	\$ -	3	\$ 22,500.00	0	\$ -	
	***	D	PVC Cleanouts and Traps	EA	7	\$ 1,200.00	\$ 8,400.00	0	\$ -	7	\$ 8,400.00	0	\$ -
		E	6"x6"x6" WYE	EA	6	\$ 500.00	\$ 3,000.00	0	\$ -	6	\$ 3,000.00	0	\$ -
	F	Testing	EA	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	0	\$ -	
	G	Core through building foundation	EA	6	\$ 500.00	\$ 3,000.00	5	\$ 2,500.00	6	\$ 3,000.00	0	\$ -	
	*	H	Sanitary Sewer Meter	EA	1	\$ 4,778.00	\$ 4,778.00	0.75	\$ 3,583.50	0.75	\$ 3,583.50	0.25	\$ 1,194.50
	*	I	SCADA and Electric Works/Control Panel	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	1	\$ 5,000.00
	*	J	Dual Check Valve Pit	EA	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
	*	K	Dual Check Valve/Cleanout Assembly	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00	0	\$ -
		SUBTOTAL ITEM VI				\$ 112,403.00		\$ 23,583.50		\$ 106,208.50		\$ 6,194.50	
VII	SITE CONCRETE												
	A	Curb	LF	3,221	\$ 21.00	\$ 67,641.00	2,271	\$ 47,691.00	3,221	\$ 67,641.00	0	\$ -	
	B	Depressed Curb	LF	114	\$ 21.00	\$ 2,394.00	114	\$ 2,394.00	114	\$ 2,394.00	0	\$ -	
	****	C	Sidewalk	SY	251	\$ 139.00	\$ 34,889.00	251	\$ 34,889.00	251	\$ 34,889.00	0	\$ -
	*	D	ADA ramps	EA	3	\$ 1,200.00	\$ 3,600.00	3	\$ 3,600.00	3	\$ 3,600.00	0	\$ -
	**	E	Dumpster Pad w/Fence	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1	\$ 12,000.00	0	\$ -
	SUBTOTAL ITEM VII				\$ 120,524.00		\$ 100,574.00		\$ 120,524.00		\$ -		
VIII	LANDSCAPING												
	A	Shade Trees	EA	22	\$ 650.00	\$ 14,300.00	22	\$ 14,300.00	22	\$ 14,300.00	0	\$ -	
	B	Evergreen Trees	EA	22	\$ 350.00	\$ 7,700.00	22	\$ 7,700.00	22	\$ 7,700.00	0	\$ -	
	*	C	Permanent Seed and Mulch	LS	1	\$ 5,000.00	\$ 5,000.00	0.75	\$ 3,750.00	0.75	\$ 3,750.00	0.25	\$ 1,250.00
	SUBTOTAL ITEM VIII				\$ 27,000.00		\$ 25,750.00		\$ 25,750.00		\$ 1,250.00		
IX	LIGHTING												
	A	Single Fixture w/Pole and Foundation	EA	16	\$ 3,218.75	\$ 51,500.00	16	\$ 51,500.00	16	\$ 51,500.00	0	\$ -	
	****	SUBTOTAL ITEM IX				\$ 51,500.00		\$ 51,500.00		\$ 51,500.00		\$ -	



HanoverEngineering

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

October 8, 2025

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

RE: The Spirit of Swiftwater Apartments – Phase II
Escrow Release Request #4
Pocono Township, Monroe County
Hanover Project PA-1227

Dear Board Members:

On behalf of our client, The Spirit of Swiftwater Inc., we would like to request a security amount reduction for The Spirit of Swiftwater Apartments – Phase II. The current amount secured is \$710,868.00. Based on visual site inspection and the attached construction cost estimate, we are requesting a reduction of the total security amount by \$574,999.50 to \$135,868.50.

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

Respectfully,

HANOVER ENGINEERING

Salvatore J. Caiazzo, PE
Project Engineer

sjc:bcf

S:\Projects\Private\Pocono-Pri\PA-1227 Spirit of Swiftwater\Docs\2025-10-08-Engineering Cost Estimate-Release Request 4.docx

Enclosure(s)

cc: Anthony Maula,



Hanover Engineering

Cost Estimate for Required Improvements

The Spirit of Swiftwater Apartments - Phase II

Pocono Township, Monroe County, PA

Prepared By: Salvatore Calazzo, PE

Release Request #1: 08/16/2024

Release Request #2: 10/22/2024

Release Request #3: 02/25/2025

Release Request #4: 10/08/2025

No.	Item	Quantity	Unit	Unit Price	Item Total	Original Escrow Amount	Current Release	Previously released	Remaining in Escrow
						Quantity	Quantity	Quantity	Cost
Mobilization/General requirements									
A	Mobilization/General requirements	1	EA	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	0.5	\$ 2,500.00
B	Layout/Survey	1	EA	\$ 15,000.00	\$ 15,000.00	0	\$ -	0.9	\$ 13,500.00
C	Sanitary and dumpster	18	Per Month	\$ 750.00	\$ 13,500.00	12	\$ 9,000.00	6	\$ 4,500.00
	Sub-Total Mobilization/General requirements				\$ 33,500.00		\$ 11,500.00		\$ 20,500.00
									\$ 1,500.00

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost
Erosion and Sediment Pollution Control								
A		1 EA	\$ 2,500.00	\$ 2,500.00	-	0 \$	1 \$	2,500.00
Rock Construction entrance 150 FT								
B		42 LF	\$ 4.00	\$ 168.00	-	0 \$	42 \$	168.00
C		974 LF	\$ 6.00	\$ 5,844.00	-	0 \$	974 \$	5,844.00
D		6 EA	\$ 500.00	\$ 3,000.00	3	1,500.00	3	1,500.00
Stilling Basin								
E		1 EA	\$ 700.00	\$ 700.00	-	0 \$	1 \$	700.00
Riprap Apron R-5								
F		3 AC	\$ 1,600.00	\$ 4,800.00	0	0 \$	3 \$	4,800.00
Temporary mulch and seed								
G		1 EA	\$ 250.00	\$ 250.00	-	0 \$	1 \$	250.00
Rock Filter								
H		20 EA	\$ 100.00	\$ 2,000.00	18	1,800.00	2	200.00
Inlet Protection								
I		1 LS	\$ 600.00	\$ 600.00	-	0 \$	0 \$	-
BMP removal								
J		255 LF	\$ 50.00	\$ 12,750.00	0	0 \$	255 \$	12,750.00
Swale/Berm T1								
K		2 EA	\$ 10,000.00	\$ 20,000.00	0	0 \$	2	20,000.00
Sediment Traps								
L		1 LS	\$ 2,000.00	\$ 2,000.00	-	0 \$	0 \$	-
Maintain E&S Controls								
Sub Total Erosion and Sediment Pollution Control				\$ 54,612.00	3,300.00	\$ 48,712.00	1 \$	2,000.00
						\$ 48,712.00	\$	2,600.00

III

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost			
Earthwork											
A	Site cut	16456	CY	\$ 3.00	\$ 49,368.00	1456	\$ 4,368.00	15000	\$ 45,000.00	0	\$ -
B	Site fill	4635	CY	\$ 3.00	\$ 13,905.00	235	\$ 705.00	4400	\$ 13,200.00	0	\$ -
C	Grubbing	4	Ac	\$ 4,250.00	\$ 17,000.00	0	\$ -	4	\$ 17,000.00	0	\$ -
D	Retaining Wall	24	LF	\$ 45.00	\$ 1,080.00	24	\$ 1,080.00	0	\$ -	0	\$ -
E	Curb Excavate and backfill	3335	LF	\$ 1.50	\$ 5,002.50	1850	\$ 2,775.00	1485	\$ 2,227.50	0	\$ -
Sub Total Earthwork				\$	86,355.50	\$	8,928.00	\$	77,427.50	\$	-

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
Stormwater Facilities										
A 18" HDPE	1570 LF		\$ 55.00	\$ 86,350.00		0 \$	-	1570 \$ 86,350.00	0 \$	-
B Inlets (Type C)	7		\$ 2,800.00	\$ 19,600.00		0 \$	-	7 \$ 19,600.00	0 \$	-
C Inlets (Type M)	13 EA		\$ 2,800.00	\$ 36,400.00		0 \$	-	13 \$ 36,400.00	0 \$	-
D Convert Trap to Infiltration Basin	1 EA		\$ 8,000.00	\$ 8,000.00		0 \$	-	\$	1 \$	8,000.00
E Convert Trap to Detention Basin	1 EA		\$ 5,000.00	\$ 5,000.00		0 \$	-	\$	1 \$	5,000.00
F Post and Rail Fence	463 LF		\$ 45.00	\$ 20,835.00		463 \$ 20,835.00		\$	0 \$	-
G Endwalls	9 EA		\$ 2,000.00	\$ 18,000.00		1 \$ 2,000.00		8 \$ 16,000.00	0 \$	-
Sub Total Stormwater Facilities				\$ 194,185.00		\$ 22,835.00		\$ 158,350.00		\$ 13,000.00

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
Waterline										
A 8" D.I.P. Class 52	455 LF		\$ 65.00	\$ 29,640.00		0 \$	-	455 \$ 29,640.00	0 \$	-
B 4" Valve	1 EA		\$ 1,550.00	\$ 1,550.00		0 \$	-	1 \$ 1,550.00	0 \$	-
C 8" Bend	4 EA		\$ 320.00	\$ 1,280.00		0 \$	-	4 \$ 1,280.00	0 \$	-
D 6" Bend	1 EA		\$ 280.00	\$ 280.00		0 \$	-	1 \$ 280.00	0 \$	-
E 4" Bend	2 EA		\$ 250.00	\$ 500.00		0 \$	-	2 \$ 500.00	0 \$	-
F 8"x8"x6" Tee	1 EA		\$ 500.00	\$ 500.00		0 \$	-	1 \$ 500.00	0 \$	-
G Thrust Blocks/Achor Blocks	7 EA		\$ 250.00	\$ 1,750.00		0 \$	-	7 \$ 1,750.00	0 \$	-
H Hydrants	2 EA		\$ 3,580.00	\$ 7,160.00		0 \$	-	2 \$ 7,160.00	0 \$	-
J 6" D.I.P. Class 52	430 LF		\$ 58.00	\$ 24,940.00		0 \$	-	430 \$ 24,940.00	0 \$	-
K 4" D.I.P. Class 52	147 LF		\$ 54.00	\$ 7,938.00		0 \$	-	147 \$ 7,938.00	0 \$	-
L 6" Valve	3 EA		\$ 2,580.00	\$ 7,740.00		0 \$	-	3 \$ 7,740.00	0 \$	-
8"x8"x6" Tee	1 EA		\$ 500.00	\$ 500.00		0 \$	-	1 \$ 500.00	0 \$	-
Sub Total Waterline				\$ 83,778.00		\$		\$ 83,778.00		\$

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
Sanitary Sewer										
A 6"PVC	627 LF		\$ 75.00	\$ 47,025.00		0 \$	-	627 \$ 47,025.00	0 \$	-
B 4"x4" Anti-Seep Collar	1 EA		\$ 1,200.00	\$ 1,200.00		0 \$	-	1 \$ 1,200.00	0 \$	-
C Manhole	3 EA		\$ 7,500.00	\$ 22,500.00		0 \$	-	3 \$ 22,500.00	0 \$	-
D PVC Cleanouts and Traps	7 EA		\$ 1,200.00	\$ 8,400.00		0 \$	-	7 \$ 8,400.00	0 \$	-
E 6"x6"x6" WYE	6 EA		\$ 500.00	\$ 3,000.00		0 \$	-	6 \$ 3,000.00	0 \$	-
F Testing	1 EA		\$ 7,500.00	\$ 7,500.00		1 \$ 7,500.00		\$	0 \$	-
G Core through building foundation	6 EA		\$ 500.00	\$ 3,000.00		\$ 2,500.00		1 \$ 500.00	0 \$	-
H Sewer Flow Meter	1 EA		\$ 4,778.00	\$ 4,778.00		0.75 \$ 3,583.50		\$	0.25 \$	1,194.50
I Sewer Flow Meter Control Panel	1 EA		\$ 5,000.00	\$ 5,000.00		0 \$	-	\$	1 \$	5,000.00
J Dual Check Valve Chamber	1 EA		\$ 7,500.00	\$ 7,500.00		1 \$ 7,500.00		\$	0 \$	-
K Dual Check Valve Assembly	1 EA		\$ 2,500.00	\$ 2,500.00		1 \$ 2,500.00		\$	0 \$	-
Sub Total Sanitary Sewer				\$ 112,403.00		\$ 23,583.50		\$ 82,675.00		\$ 6,194.50

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
VII										
Site Concrete										
A Curb	3221 LF		\$ 21.00	\$ 67,641.00	2271	\$ 47,691.00	950	\$ 19,950.00	0	\$ -
B Depressed Curb	114 LF		\$ 21.00	\$ 2,394.00	114	\$ 2,394.00		\$ -	0	\$ -
C Sidewalks	251 SY		\$ 139.00	\$ 34,889.00	251	\$ 34,889.00		\$ -	0	\$ -
D ADA Ramps	3 EA		\$ 1,200.00	\$ 3,600.00	3	\$ 3,600.00		\$ -	0	\$ -
E Dumpster Pad with Fence	1 LS		\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00		\$ -	0	\$ -
Sub Total Site Concrete				\$ 120,524.00		\$ 100,574.00		\$ 19,950.00		\$ -

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
XIII										
Site Landscaping										
A Shade Trees	22 EA		\$ 650.00	\$ 14,300.00	22	\$ 14,300.00		\$ -	0	\$ -
B Evergreen Trees	22 EA		\$ 350.00	\$ 7,700.00	22	\$ 7,700.00		\$ -	0	\$ -
C Permanent Seed and Mulch	1 LS		\$ 5,000.00	\$ 5,000.00	0.75	\$ 3,750.00		\$ -	0.25	\$ 1,250.00
Sub Total Pavement				\$ 27,000.00		\$ 25,750.00		\$ -		\$ 1,250.00

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
IX										
Lighting										
A Single Fixture w/ Pole and Foundation	16 EA		\$ 3,218.75	\$ 51,500.00	16	\$ 51,500.00		\$ -	0	\$ -
Sub Total Pavement				\$ 51,500.00		\$ 51,500.00		\$ -		\$ -

Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
X										
Pavement, Striping, Signage										
A Signage	15 EA		\$ 165.00	\$ 2,475.00	15	\$ 2,475.00		\$ -	0	\$ -
B Guardrail	628 LF		\$ 45.00	\$ 28,260.00	628	\$ 28,260.00		\$ -	0	\$ -
C Emergency Access Geogrid	3230 SF		\$ 4.75	\$ 15,342.50	3230	\$ 15,342.50		\$ -	0	\$ -
D Pavement Markings	1 LS		\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00		\$ -	0	\$ -
E Wheel Stops	4 EA		\$ 75.00	\$ 300.00	4	\$ 300.00		\$ -	0	\$ -
F 1.5" 9.5MM Wearing Course	5850 SY		\$ 12.70	\$ 74,295.00	4215	\$ 53,530.50	1635	\$ 20,764.50	0	\$ -
G 2.5" 19 MM binder course	5850 SY		\$ 15.10	\$ 88,335.00	4215	\$ 63,646.50	1635	\$ 24,688.50	0	\$ -
H 6" 2A Aggregate Base Course	5850 SY		\$ 7.50	\$ 43,875.00	4215	\$ 31,612.50	1635	\$ 12,262.50	0	\$ -
Sub Total Pavement				\$ 255,882.50		\$ 198,167.00		\$ 57,715.50		\$ -

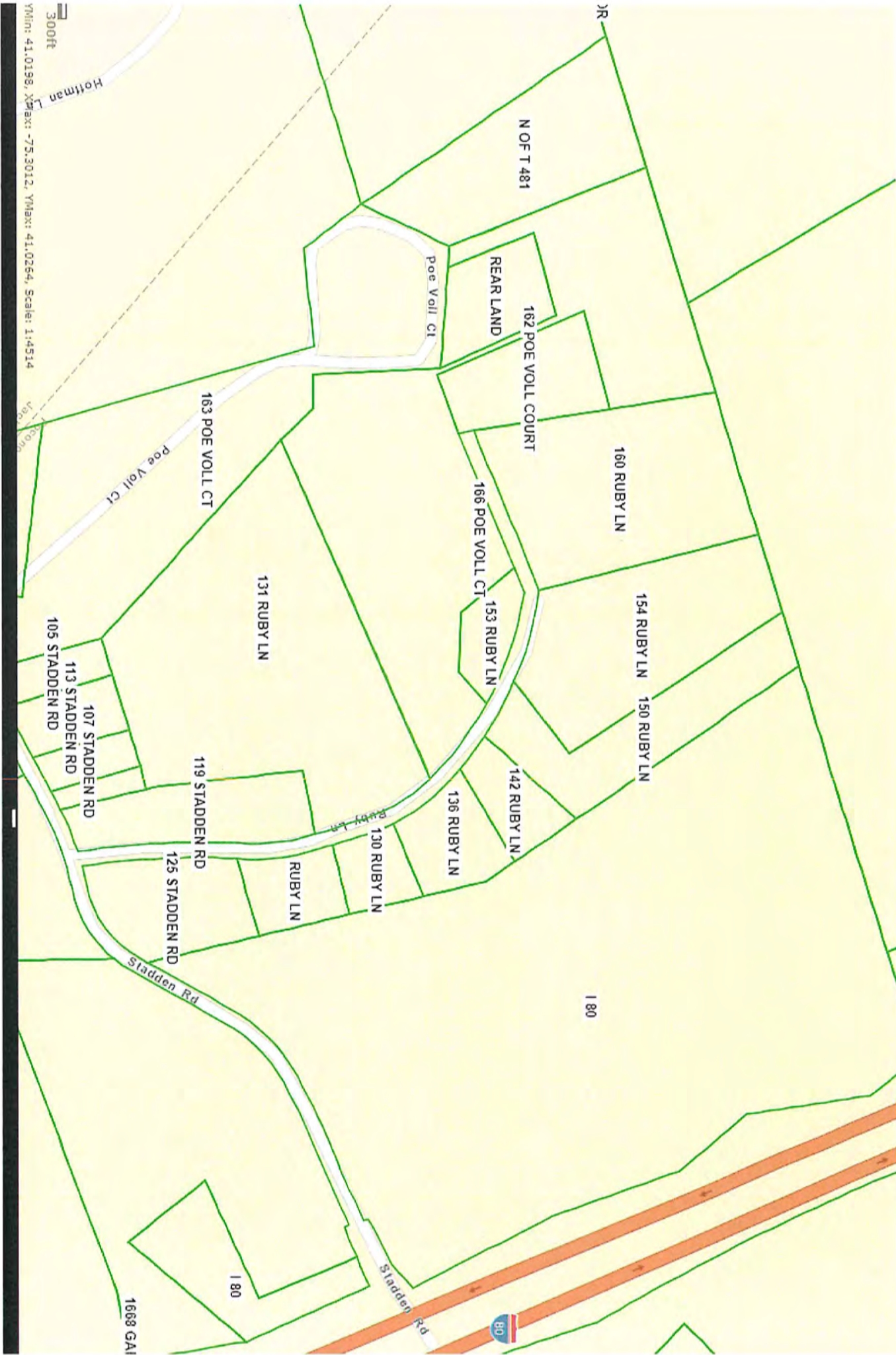
Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
XI										
Miscellaneous										
A Inspections	1 LS		\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00		\$ -	0	\$ -
B Main Electric and Communications Trenching	1 LS		\$ 38,500.00	\$ 38,500.00	1	\$ 38,500.00		\$ -	0	\$ -
Sub Total Miscellaneous				\$ 58,500.00		\$ 58,500.00		\$ -		\$ -

Total Improvement Cost				\$ 1,078,240.00	Total	\$ 504,637.50		\$ 549,058.00		\$ 24,544.50
110% Improvement Cost				\$ 1,186,064.00						
Inspection and Administration (5%)				\$ 53,912.00						
Total Required Financial Security				\$ 1,239,976.00						
Total Amount of Work Previously Released				\$ 549,058.00						
Total Amount of Work Completed to Date				\$ 1,084,157.50						
Amount requested for Release #4 (10/08/2025)				\$ 574,990.50						
Amount Remaining Secured (Including Retainage)				\$ 135,668.50						

**Along with the release of Mile from A, Inspections, we believe that \$50,412.00 of this Inspection and Administration item shall be released, leaving a remainder of \$3,500.00.

**Amount Previously Released is higher than what the total of last request's release value and the currently requested line items. This is due to an error within the summation of the Site Concrete section, but is now correct and accurate.

**\$12,950 was added to this release request from Site Concrete section line items were completed, however were not included in a prior release.



**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -23

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

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

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

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

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

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

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

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

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

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

“Transient Dwelling Unit (TDU)

Any dwelling unit owned or managed by a person which is rented or leased for a period of less than 30 days.”

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

“HOD Historic Overlay District”

SECTION III. Chapter 470 *Zoning*; Article III *Zoning Map and Zoning Districts* is hereby amended by amending the existing Zoning Map, as revised, by adding the Historic Overlay District designation to land located in the Township of Pocono, Monroe County, Pennsylvania as shown on the map attached hereto as **Exhibit “A”**, consisting of approximately One Hundred Thirty-Eight and Forty-Six Hundredths (138.46) acres, and identified as the respective properties which are attached hereto as **Exhibit “B”**.

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

“§ 470-22.2 Historic Overlay District

A. Intent

1. Pocono Manor is recognized for its historic significance, including designation by the Pennsylvania Historical & Museum Commission and listing on the National Register of Historic Places by the National Park Service.

2. The Township’s intent is to preserve the historic character, integrity and livability of Pocono Manor without creating additional design review bodies or architectural approvals.

B. Applicability; Use Regulation

1. The HOD applies to all lots, uses, and structures located wholly or partly within its boundary.

2. Where the HOD is silent, the regulations of the underlying zoning district(s) remain in full force. If a conflict arises, the more restrictive provision shall control.

3. Prohibited Use. Transient Dwelling Units (TDUs) are prohibited within the HOD as a principal use, accessory use, temporary use, special exception, and conditional use, regardless of the provisions of the underlying zoning district.

4. Nothing in this section shall affect hotels, inns, bed-and-breakfasts that are otherwise permitted by the underlying zoning district and separately defined by Township ordinances.

C. Existing Uses; Nonconformities

1. Any TDU use lawfully existing and operating within the HOD prior to the effective date of this ordinance shall be considered a legal nonconforming use and shall be governed by Article V's regulations on nonconformities.

2. Legal nonconforming TDU uses shall not be expanded, enlarged, or intensified; any discontinuance or abandonment as defined herein shall terminate such nonconforming status. Any renewal, transfer, or lapse of a separate TDU license shall be treated in accordance with the applicable township licensing provisions, if any."

SECTION V. REPEALER

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

SECTION VI. SEVERABILITY

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

SECTION VII. ENACTMENT

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

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2025.

ATTEST:

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

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

EXHIBIT “A”

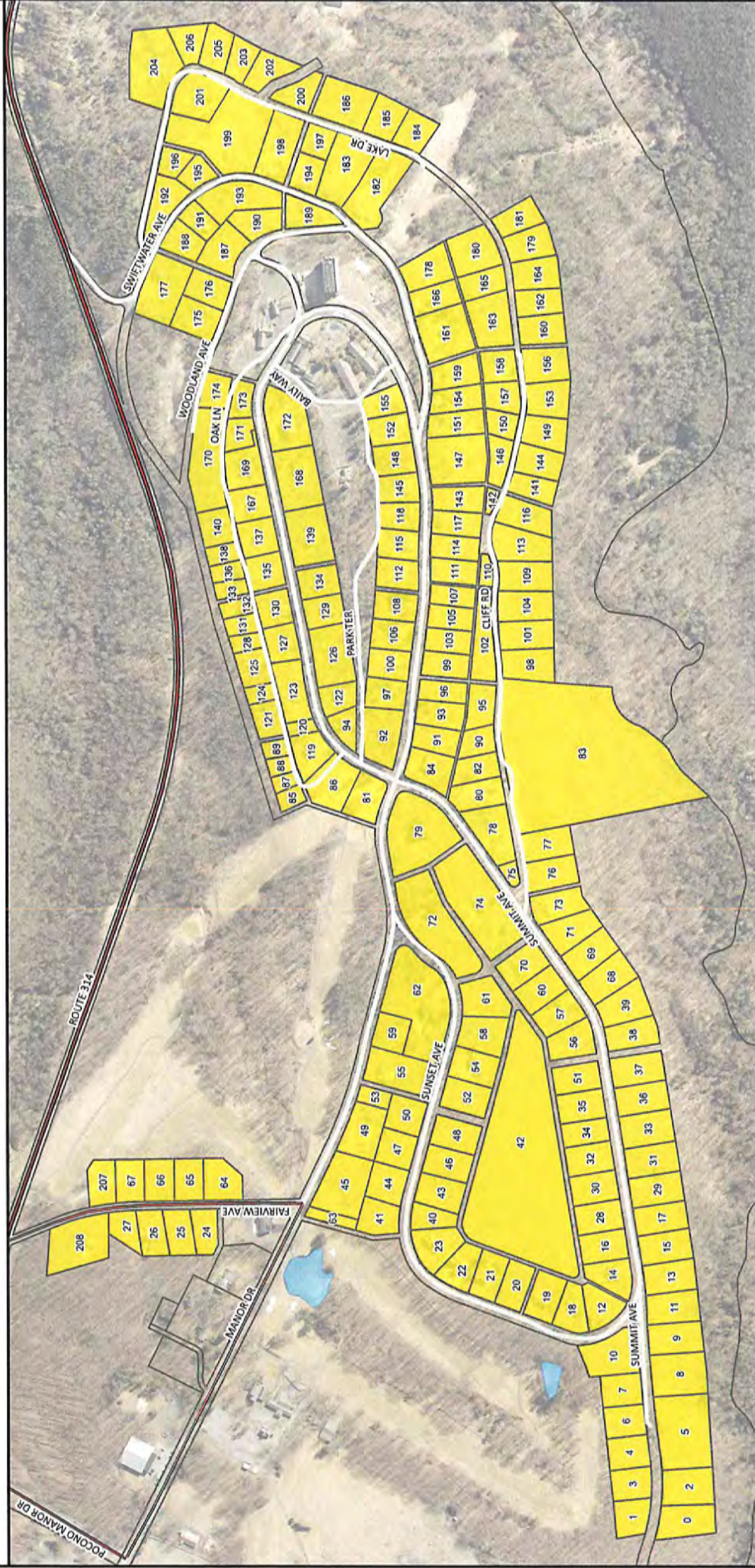
DRAFT

EXHIBIT “B”

DRAFT

POCONO MANOR HISTORIC OVERLAY DISTRICT

POCONO TOWNSHIP - MONROE COUNTY - PENNSYLVANIA



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



- Historic Overlay District
- Parcel Boundaries
- Water Bodies

PREPARED BY
Monroe County
Planning Commission
 701 Main Street, Suite 405
 Stroudsburg, PA 18360
 (570) 517-3100
mcpe@monroecountypa.gov
October 2025

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025-24

**AN ORDINANCE OF THE TOWNSHIP OF POCONO,
COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA
AMENDING THE CODE OF CODIFIED ORDINANCES OF POCONO TOWNSHIP,
PART II, GENERAL LEGISLATION; ADDING A NEW CHAPTER 260, MOBILE
FOOD VENDORS; AND REPEALING ALL ORDINANCES OR PARTS OF
ORDINANCES INCONSISTENT HEREWITH**

WHEREAS, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania deem it to be in the best interest of the Township to regulate mobile food vendors in a manner that protects public health and safety, supports established brick-and-mortar businesses, and ensures fair and efficient enforcement of Pocono Township regulations;

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 Code of Codified Ordinances; Part II, *General Legislation*; is hereby amended by adding the following:

"Chapter 260 Mobile Food Vendors

§ 260-1 Short Title.

This Chapter shall be known and may be cited as “The Mobile Food Vendor Ordinance of Pocono Township, Monroe County, Pennsylvania.”

§ 260-2 Scope.

A. The provisions of this article shall apply to mobile food vendor operations engaged in the business of cooking, preparing, and/or distributing food or beverage with or without charge from mobile food vendors on or in public, private or restricted spaces.

B. This article shall not apply to locations within the Township that have received approval for continued operation of a designated mobile food vendor court, or for events that have received Temporary Use Permits from the Zoning Officer in accordance with Chapter 470, provided such operation does not unreasonably interfere with or disadvantage permanently established, licensed brick-and-mortar food service establishments in proximity.

§ 260-3 Definitions.

For the purpose of this chapter, certain terms, phrases and worse are defined as follows.

A. Tense, gender and number. Words used in the present tense include the future; words in the masculine gender include the feminine and the neuter; the singular number includes the plural and the plural singular.

B. General terms. The words “shall” or “must” are always mandatory; the words “should” or “may” are permissive. The words “used for” includes “designed for,” “arranged for,” “intended for,” “maintained for” or “occupied for.” The word “building” includes “structure” and shall be construed as if followed by the phrase “or part thereof.” The word “person” includes “individual,” “profit or nonprofit organizations,” “partnership,” “company,” “incorporated association” or other similar entities.

C. Terms, phrases and words not defined. When terms, phrases or words are not defined, they shall have their ordinarily accepted meaning or such as the context may imply.

D. Specific Terms. Terms or words used herein, unless otherwise expressly stated, shall have the following meanings.

BOARD OF COMMISSIONERS (BOC)

The Board of Commissioners of Pocono Township, Monroe County, Pennsylvania

ENFORCEMENT OFFICER

The Official who is charged with the administration and enforcement of this chapter, or any duly authorized representative.

MOBILE FOOD VENDOR (MFV)

A readily movable, licensed, motorized vehicle or licensed-towed vehicle, designed and equipped to prepare, serve, and sell food, drinks (non-alcoholic), frozen water-based products, but which does not include mobile vending carts or mobile retail establishments.

MOBILE VENDING CART

A mobile food cart that does not travel under its own power and is set up on a street and licensed to sell food to passers by.

MOBILE RETAIL ESTABLISHMENT

A readily movable, licensed-motorized vehicle or licensed-towed vehicle, designed and equipped to sell clothing, merchandise , and other similar items for profit or not-for-profit.

PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable

enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

A Public Nuisance is an act, condition, or omission that unreasonably and significantly interferes with rights commonly held by the general public—such as those related to public health, safety, peace, comfort, or convenience. Such Public Nuisances affect an indefinite number of people or the community as a whole and may include activities or conditions that create widespread annoyance, discomfort, alarm, or risk. Public Nuisances disrupt public order, diminish the collective quality of life, and may violate statutes, ordinances, or regulations designed to protect the community at large.”

TOWNSHIP

Pocono Township, Monroe County, Pennsylvania

§ 260-4 Mobile Food Vendor Regulations.

A. Location.

- (1) A MFV must be located on private property.
- (2) No MFV shall be located so as to obstruct a public sidewalk, public right-of-way, or clear sight triangle.
- (3) MFVs are only permitted within the Township's Commercial zoning district as set forth in Chapter 470.
- (4) A MFV selling prepared food shall not be located within 200 feet of an established restaurant during the restaurant's operating hours unless written permission of the restaurant owner is provided. The Township shall notify affected restaurants prior to approval of a permit.
- (5) A MFV shall be positioned on improved, designated parking spaces and shall not block: the main drive aisle or impact circulation overall; other access to loading area; or emergency access and fire lanes..

B. Hours of Operation.

- (1) MFVs may operate only between the hours of 6:00 AM and 10:00 PM, unless otherwise approved as part of a temporary, special event.

C. Noise/Light

- (1) MFVs use/operation of a generator shall not be audibly loud from a distance of 100 feet away. Complaints about a MFV vehicle or generator noise will be grounds for the Enforcement Officer to require the MFV change site location or move to another property.

(2) All portable or temporary lighting shall meet Township Code requirements and may remain turned on until 10:30 PM to allow for the safety of patrons and employees, and to allow for proper site cleanup.

D. Dining Areas.

(1) Designed dining areas for MFV patrons are not permitted unless approved as part of a temporary use event or vendor court.

E. Signage.

(1) All signage shall be limited to the surface of the MFV itself. Only the food products for sale, the name of the business and a price list shall be listed. A Township Zoning Permit shall be obtained to display alternative signage not affixed to the MFV.

(2) All signage shall comply with the regulations outlined in Chapter 470, Article II.

F. Trash.

(1) Vendors shall provide trash and recycling receptacles sized appropriately for peak service hours. Failure to maintain clean surroundings will constitute grounds for immediate enforcement action.

§ 260-5 Application for Permit.

A. Application Requirements. The following are required as part of a MFV permit application:

- (1) Business Name and owner(s); business's mailing address.
- (2) Approval from the Pennsylvania Department of Agriculture approved food truck license.
- (3) The license plate number for any MFV proposed to operate within the Township.
- (4) Written permission from the owner(s) of private property upon which the MFV permit holder will operate.
- (5) Proof of adequate parking capacity for the existing use(s) on the property and the MFV.
- (6) Applicant shall pay a licensing fee as established by Township resolution.
- (7) Applicant shall provide proof of valid commercial general liability insurance, naming the Township as an additional insured.

B. All MFV permits shall remain in effect for 90 days from issuance, with one renewal permitted per calendar quarter.

C. Every MFV shall post its permit, or a copy of the permit, in a conspicuous place to which the public has access by sight.

D. Permit Denial. Within 5 calendar days of the submission of a completed application, the Enforcement Officer shall either issue or deny the application for a mobile food vendor permit.

(1) If denied, the Enforcement Officer shall state in writing the specific reasons. Appeals must be submitted within 10 days of the issued denial and shall be heard by the Township Board of Commissioners at the next Board of Commissioners meeting.

§ 260-6 Local Business Priority.

A. Brick-and-mortar food service businesses with a physical presence in the Township shall receive priority in permit processing.

B. Mobile units operated on the same parcel as the associated business are exempt from distance restrictions in § 260-4.A(6).

§ 260-7 Transfer of Permit Prohibited.

A. No person holding a permit for a MFV from the Township shall sell, lend, lease or in any manner transfer a Township issued MFV permit to another.

B. Any unauthorized transfer or attempt to transfer a permit shall automatically void such permit. The unauthorized transfer or attempt to transfer of each permit shall constitute a separate violation.

§ 260-8 Enforcement.

A. **Appointment; Responsibility for enforcement.** The BOC shall appoint an individual, agency or firm to serve as the Enforcement Officer, who shall be responsible for enforcing the terms of this chapter.

B. If it appears to an Enforcement Officer that a violation of this chapter or of an issued MFV permit exists or has occurred, the Enforcement Officer shall provide a written notice of violation to the owner, delivered personally, or both by United States first-class and certified mail. The notice of violation shall identify the MFV which is the subject of the violation, enumerate the conditions which constitute the violation, cite the specific sections of this chapter or regulations which have been violated, indicate the action required to correct the violation, and provide a time frame (established by the Enforcement Notice based upon the nature of the violation) to correct the violation. Enforcement notices shall require correction within 48 hours for first offenses unless immediate action is warranted.

§ 260-9 Violations and Penalties.

A. Any violation of this chapter which has not been corrected within the timeframe set forth in the notice of violation shall be enforced by an action brought before Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, partnership, corporation or other entity who violates or permits a violation of the provisions of this chapter shall, upon conviction in a summary proceeding, pay a fine of not less than \$300 nor more than \$1,000 per violation, plus all court costs and reasonable attorney's fees incurred by the Township in the enforcement proceedings, and/or be imprisoned to the extent allowed by law for the punishment of summary offense. Each day or portion thereof that a violation exists or continues shall constitute a separate violation. Further, the appropriate Enforcement Officers, agents, or representatives of the Township are hereby authorized to seek equitable relief, including injunction, to enforce compliance with this chapter. All fines, penalties, costs, and reasonable attorney's fees collected for the violation of this chapter shall be paid to the township for its general use.

B. The Township may revoke and deny future applications for up to two years in cases of repeated violations.

§ 260-10 Municipal Liability.

A. Pocono Township, its agents, officials and representatives, shall not under any circumstances be liable or legally responsible for activities or conditions which constitute a Public Nuisance or Private Nuisance under the terms of this chapter. Any liability or damages resulting from activities or constituting a Public Nuisance or Private Nuisance are the sole responsibility of the owner of the property, or the person or persons responsible for said activity or condition. The failure to enforce the terms of this chapter shall not constitute a cause of action against the Township or its agents, officials or representatives.”

SECTION II. REPEALER

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed upon the effective date of this Ordinance.

SECTION III. SEVERABILITY

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect five (5) days after the date of its enactment.

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2025.

ATTEST:

**TOWNSHIP OF POCONO,
MONROE COUNTY**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE COUNTY,
PENNSYLVANIA, AMENDING THE CODE OF
ORDINANCES OF POCONO TOWNSHIP, CHAPTER 356 SOLID WASTE; ARTICLE II
RECYCLING, TO COMPLY WITH THE REQUIREMENTS OF THE PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND APPLICABLE
STATUTORY PROVISIONS AFFECTING SOLID WASTE AND RECYCLING, THE
MUNICIPAL WASTE PLANNING, RECYCLING AND WASTE REDUCTION ACT OF
JULY 28, 1988 (P.L. 556, NO. 101), AS AMENDED AND REPEALING ALL
ORDINANCES AND PARTS OF ORDINANCES INCONSISTENT HEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania (the "BOC" and the "Township", respectively) desire to amend the Township's Code of Codified Ordinances (the "Code"), Chapter 356 *Solid Waste*; Article II *Recycling* to comply with the requirements of the Pennsylvania Department of Environment Protection and applicable statutory provisions affecting solid waste and recycling, including but not limited to, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended ("Act 101"); and

WHEREAS, § 56501.5 *General powers* of the Commonwealth of Pennsylvania's First Class Township Code, found at 53 P.S. § 56501.5 authorizes the BOC may make and adopt any ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth as may be expedient or necessary for the proper management, care and control of the Township and its finances, and the maintenance of peace, good government and welfare of the township and its trade, commerce and manufactures; and

WHEREAS, the BOC has determined that the proposed Ordinance amendments are in the best interests of Township and its citizens; and

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

SECTION 1. Code Chapter 356 *Solid Waste*; Article II *Recycling* is deleted in its entirety and replaced as follows:

"Article II. Recycling.

§ 356-5. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

The standardized containers of an authorized collector for the purpose of collecting, storing and placing recyclables at the curbside for the collection of recyclables by the authorized collector.

INSTITUTIONAL ESTABLISHMENT

Those facilities that house or serve groups of people, such as hospitals, schools, day-care centers, and nursing homes.

MANDATED RECYCLABLES

Clear glass, colored glass, plastics, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, and yard waste.

MUNICIPAL ESTABLISHMENT

A public facility operated by the municipality and other governmental and quasi-governmental authorities.

MUNICIPAL OFFICIAL

That person empowered by Pocono Township to issue and, from time to time, revise solid waste and recycling regulations.

PERSON

Any individual, partnership, corporation association, institution, cooperative enterprise, municipality, municipal authority, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

POCONO TOWNSHIP

The Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, or its duly appointed agent or representative.

RECYCLING

The collection, separation, recovery and sale or reuse of metals, glass, paper, yard waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste.

RECYCLING PROGRAM

The curbside collection and leaf collection program established by Pocono Township pursuant to this chapter and recycling regulations.

RECYCLING REGULATIONS

Those regulations issued and, from time to time, revised by Pocono Township setting forth specific requirements for the recycling program.

YARD WASTE

and practical collection system in such properties for the collection, storage and regular disposal or placement for removal of recyclables generated by the residents of such dwellings.

(2) The collection system must include suitable containers for collection and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system.

(3) Landlords who comply with the aforementioned requirements relative to multifamily dwellings shall not be liable for the noncompliance of occupants of their buildings.

§ 356-8. Commercial, municipal, and institutional establishments; community activities. All recyclables which are required to be kept separate from municipal waste in commercial, municipal and institutional establishments and properties and community activities shall either be delivered directly to a recycling center or shall be picked up by a recyclable collection permittee or an authorized collector separately from municipal waste in a prearranged manner. If any recyclables are picked up by a recyclable collection permittee, then all recyclables generated at the property shall be made available to such recyclable collection permittee for collection except as provided in § 356-23. Commercial, municipal and institutional establishments and community activities shall not place recyclables within the public right-of-way for curbside collection, such curbside collection being intended solely for the placement of recyclables generated in residential properties other than multifamily dwellings. Recyclables include, at a minimum, high-grade office paper; corrugated paper; aluminum; and, leaf waste,

§ 356-9. Recycling reports.

A. Multifamily Dwellings

(1) The landlord of every multifamily dwelling shall complete a form, to be designated "Recycling Report — Multifamily Dwelling," to be provided by the Township, which shall indicate where the dwelling's recyclables are delivered and by whom they are picked up.

(2) The recycling report and all weigh slips obtained from the facility or facilities to which the recyclables were delivered or taken shall be submitted quarterly to the Township. For purposes of submitting such weigh slips and recycling reports quarterly to the Township, the collector who removed the recyclables from the dwelling shall be the agent for the landlord and shall be responsible for completing and submitting such to the Township. Each such quarterly report shall be submitted on or before the last day of the first month of each quarter for the preceding quarter. Quarters shall run on a calendar-year basis thus: January through March; April through June; July through September; and October through December.

B. Authorized Collectors

costs of the Pocono Township Solid Waste Management Program and the Pocono Township Recycling Program.

D. Any person specifically violating the provisions of this chapter involving the collection of yard waste by including contaminated yard waste in the curbside collection shall be subject to the following:

- (1) First offense: warning.
- (2) Second offense: \$50 fine.
- (3) Third offense and subsequent offense(s): \$100 fine."

SECTION II. REPEALER

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

SECTION III. SEVERABILITY

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

SECTION IV. ENACTMENT

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

ENACTED AND ADOPTED by the Board of Commissioners this ____ day of _____, 2025.

ATTEST:

**TOWNSHIP OF POCONO,
MONROE COUNTY**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners



POCONO TOWNSHIP PLAN STATUS
10/20/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/Deny	BOC Approval/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/28/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. 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					
PRD TENTATIVE PLAN APPROVAL													
1388		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Dev't	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017	4/3/2018				
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Dev't	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017	5/5/2018				
1341		1730043R	SAPA Poconos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 4/1/25				
1313		1730051R	Running Lane Hotel Land Dev't (8/14/17)	Commercial Land Dev't	Prelim/Final	3/19/2020	Recommended for Approval 7/23/2018	Approved 4/16/2020	Approval Extended to 2/6/26	8/6/2025	11/6/2025		Extension Requested 1/21/25
1360	POCO-R0740	1730051R		Land Dev't/Lot Consolidation	Prelim/Final	9/16/2025	Recommended for Approval 6/9/25	Approved 9/15/25	9/15/2026	3/15/2026	6/15/2026		
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Residential Land Dev't	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Pending Withdrawal
1371		1630008R	Tannersville Point Apartments (10/22/18)	Land Dev't	Prelim/Final	8/12/2025	Recommended for approval 6/23/25	Approved 7/7/25	7/7/2026	1/7/2026	4/7/2026		
1372A	POCO-R0621	-	Camp Lindenmere Dining Hall LD (6/9/25)	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
1383		2130157R	Sanofi Pasteur B-65 VDL2 Loading Dock Addition (8/9/21)	Commercial Land Dev't	Prelim/Final	11/16/2021	Conditional Approval 11/22/21	Conditional Approval 12/6/21	12/3/2022				

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1392	N/A	2130169R	3101 Route 611 (Joe Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/18/2023				
1398		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	Approval Extended to 11/6/2025	5/6/2025	8/6/2025		Extension Received 10/7/24
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Final	6/12/2025	Conditional Approval 3/10/25	Conditional Approval 6/16/25	6/16/2026	12/16/2025	3/16/2026		
1412	POCO-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	Ernie 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 5/6/2025	11/6/2025	2/6/2026		Extension Rec'd 6/16/25
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recommended for approval 1/13/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24	12/16/2025	6/16/2025	9/16/2025		
1437	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	6/5/2025	Conditional Approval 6/9/25	Conditional Approval 7/7/25	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		
1447	POCO-R1240	-	122 & 144 Paweda Hill (7/14/25)	Minor Sub./ Consolid.	Final	8/13/2025	Approval 7/14/25	Approved 8/18/25	8/18/2026	2/18/2026	5/18/2026		

LAND DEVELOPMENT WAIVER APPROVAL

POCO-R0910	-		MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
POCO-R0940	-		Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
POCO-R1000	-		Swiftwater Inn/Trap Enrl. Pool Equip. Endl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					

LAND DEVELOPMENT WAIVER DENIAL

POCO-R1020	-		Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					
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RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/2022	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/26/2024	
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	8/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/26/21	Conditional Approval 10/18/21				5/16/24	
1374		1930089R	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/23	
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	
1384	N/A	2130152	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/2021	
1385	N/A	2130163R	Vessallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/24	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/2022	
1393	POCO-R0625	2230179R	Cherry Lane Dev'l Partners (Wawa-Tannersville Inn) (8/8/22)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/2022	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/2022	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/2022	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/25	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	Farda Realty SR 0715 (9/11/23)	Minor Sub.	Final	9/18/2023	Conditional Approval 10/10/23	Conditional Approval 10/18/23				10/31/23	

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DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Devt (08/13/13)	Commercial Land Devt	Prelim	unknown date	Recommended Denial 5/24/21	BOC Rejected 06/21/21					Appealed
	N/A	2030121R	Ziirro & Roni Investments	Comm/Res Land Devt	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Rejected 06/21/21					
1405	N/A	2230192R	Blessing (Munz) Subdivision (8/8/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Rejected 10/17/22					
WITHDRAWN													
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/26/21)	Minor Sub	Final	9/16/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Devt	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025							Application Withdrawn 6/13/25
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Devt	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	8/15/2024							Application Withdrawn 4/30/25
1439	POCO-R1090	-	Summit Road Solar Array (6/9/25)	Land Devt	Prelim	12/6/2025							Denial Rec. 9/10/25
													Application Withdrawn 10/1/25

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Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 Rt 0611 Apartments Land Development	Land Devt					8/5/2021			
1402		2230188R	Iroquois Ridge	Major Sub, Land Devt					6/22/2022			
1403		2230189R	Lands of D E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417	POCO-R1270	2330228R	Harmony Domes 310 Hallet Road	Land Devt					9/3/2025			Sketch Plan #2 rec'd 8/19/25
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scotrun Avenue	Land Devt					11/25/2024			
1448	POCO-R1280	-	Pocohanne Point Apartments	Land Devt					8/28/2025			
Final Plans Under Consideration												
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Final Plan)	Land Devt	Final							
1449	POCO-R1290	-	Trapasso Route 611 Hotel - Rev. Final Plan (9/10/25)	Land Devt	Final	12/9/2025	11/10/2025	12/1/2025	10/8/2025	10/14/2025		Verbal time ext. given at 10/14/25 PC Mtg.
Preliminary Plans Under Consideration												
1446	POCO-R1250	-	Members First Federal CU (10/14/25)	Land Devt	Prelim/Final	1/12/2026	12/8/2025	1/5/2026		10/14/2025		
1445	POCO-R1180	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	12/31/2025	12/8/2025	12/15/2025	9/8/2025	10/14/2025		Extension to 12/31 rec'd 8/12
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	3/9/2026	2/9/2026	3/2/2026	2/23/2024	10/14/2025		6 month extension rec'd 8/5/25

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1387	POCO-R1030	2130161R	Alaska Pete's - 173 Camelback Road (4/10/23)	Land Devt	Prelim/Final	12/31/2025	12/8/2025	12/15/2025	4/27/2023	10/14/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

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Pending BOC Decision												
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	3/9/2026	2/9/2026	3/2/2026	10/13/2025		Approval Rec. 10/14/25	120 day extension rec'd 9/30/25
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	11/30/2025	N/A	11/17/2025	3/11/2025		N/A	Extension to 11/30 rec'd 8/12
1450	POCO-R1320	-	Carl E. Slutler Easement Relocation (Hillbilly Ac.) (10/6/25)	Rev. to Aprvd Plan	Final	1/4/2026	N/A	12/15/2025			N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												