



POCONO TOWNSHIP COMMISSIONERS
AGENDA

December 16, 2024 | 6:00 p.m.
112 Township Drive, Tannersville, PA

Dial-In Option: 646 558 8656

Meeting ID: 892 102 5946

Passcode: 18372

Zoom Link:

<https://us06web.zoom.us/j/8921025946?pwd=Q1VtaFVkVEpRWtUvdIFrSHJ1cE1TdZ09>

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township.

Please limit individual comments to five (5) minutes and direct all comments to the President. Public comment is not for debate or answering questions, rather it is for "comment on matters of concern, official action or deliberation...prior to taking official action" [PA Sunshine Act, Section 710.1].

Announcements

An Executive session was held prior to the BOC Meeting tonight to discuss personnel & Litigation issues.

Hearings –

Resolutions -

Motion to approve the lot consolidation for 1375 Waterview Dr. Persoleo LDP 1435 Resolution 2024-35
(Possible Action Item)

Motion to approve the lot consolidation for 1216 Mattioli Rd. Gorski LDP 1434 Resolution 2024-36
(Possible Action Item)

Presentations -

Consent Agenda

- Motion to approve a consent agenda of the following items:
- Old business consists of the minutes of the December 3, 2024 regular meeting.

- General Fund budget adjustments in the amount of \$18,600.21 for the purpose of providing additional funding for the following line items. To cover future expenditures.
- Sewer Operating budget adjustments in the amount of \$5,835.44 for the purpose of providing additional funding for the following line items. To cover future expenditures.
- Financial transactions through December 12, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures totaling \$729,738.39 **(Action Items)**

NEW BUSINESS

Commissioner Comments

Richard Wielebinski – President

- Motion to retain Zelenkofske Axelrod LLC, Certified Public Accountants, to perform the 2024 Pocono Township Annual Financial Audit and provide the township with its findings. **(Possible Action Item)**
- Motion to authorize Troy Mechanical (COSTARS, GSA, Certified Women in Business Enterprise) to replace heater system in Public Works building (part of 2024 Capital Budget) in the amount of \$76,200.00. **(Possible Action Item)**
- Motion to adopt 2025 MOU with Pocono Township & Teamsters Local 773 for reoccurring 80 hours Public Works comp time. **(Possible Action Item)**
- Motion to authorize purchase of Gym Flooring & Carpet Tiles for: Community Room (124), Gym (114), 105, 103, 100,101,125 from Giant Flooring & Carpet (COSTARS#0000120973) in the amount of \$26,960.68 **(Possible Action Item)**
- Motion to deny the Land Development Waiver for Mountain Villa Resort based on the recommendation of the township engineer and zoning. **(Possible Action Item)**
- Motion to approve sewer easement extinguishment for right of way agreement between Pocono Township and Ertle Development LP. **(Possible Action Item)**

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – SBA Cell Tower
- Update – Solar Field
- Update – Kennel

Mike Velardi – Commissioner

Brian Winot – Commissioner

Reports

Zoning Report – (See Attached)

Chief of Police –

Motion to sign 4-year contract with Guardian software for a cost of \$5,593.00. **(Possible Action Item)**

Township Manager's Report

- Welcome to Pocono Township Sign
- Planning Commission recommendation of zoning map update-hearing scheduled for January 6th 2025
- Update Green Light Go
- NCC Update
- Annual Report
- Sports Fields Use Policy

Public Works Report /Sewer Report

- Sewer Business Update

- MCTI Sewer Connect
- Current Public Works Projects
- Parks Update
- Sullivan Trail Expansion

Events Coordinator

Township Engineer Report

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

- **Township Solicitor Report**

- Sewer Business Update
- Nuisance Ordinance Update
- General legal update
- Update – Archer Lane
- Learn Road Easement Process

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township. Please limit individual comments to five (5) minutes and direct all comments to the President.

Adjournment

Plan Status Spreadsheet Attached

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024- 35

A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE PERSOLEO LOT CONSOLIDATION PLAN

WHEREAS, the applicants, Michael A. Persoleo and Kathleen B. Persoleo, submitted a lot consolidation plan application titled “Lands of Michael A. Persoleo and Kathleen B. Persoleo, Lot Joinder Plan, Lot 1 and Lot 50” (the “Plan”). The Plan proposes to consolidate two existing parcels into one parcel located along Waterview Drive. The existing parcels are identified as Monroe County Tax Parcel I.D.’s 12.16A.1.293 and 12.16A.1.43; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated October 28, 2024 and November 22, 2024; and

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

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

That the “Lands of Michael A. Persoleo and Kathleen B. Persoleo, Lot Joinder Plan, Lot 1 and Lot 50” as shown on the lot consolidation plan prepared by Trout Creek, LLC, dated September 25, 2024, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicants shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated October 28, 2024 and November 22, 2024.
2. The applicants shall provide the Township with a copy of the proposed deed of consolidation, which deed shall be recorded concurrently with the Plan.
3. The applicants shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
4. The applicants shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
5. The applicants shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.

6. The applicants shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.
7. The applicants shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the application is denied.

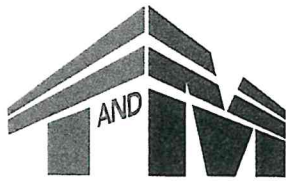
RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the _____ day of _____, 2024.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Jerrod Belvin
Title: Township Manager

By: _____
Print Name: Richard Wielebinski
Title: President



YOUR GOALS. OUR MISSION.

November 22, 2024

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

**SUBJECT: PERSOLEO TRACT LOT CONSOLIDATION – 1375 WATERVIEW DRIVE
LOT COMBINATION PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1435, T&M PROJECT NO. POCO-R0960**

Dear Commissioners:

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

- Description of Proposed Lot 143A prepared by Trout Creek, LLC.
- Monroe County Planning Commission Receipt of Plan Submittal.
- Lot Closure Report for Proposed Lot 50A prepared by Trout Creek, LLC, dated November 17, 2024.
- Existing Lot 50 Property Deed, Deed Book 2119, Page 1365.
- Plan entitled "Lands of Michael A. Persoleo and Kathleen B. Persoleo, Lot Joinder Plan, Lot 1 and Lot 50", prepared by Trout Creek, LLC, dated September 25, 2024, revised November 17, 2024.

BACKGROUND INFORMATION

The Applicant is proposing to combine two (2) existing properties located along Waterview Drive. Parcel No. 12.16A.1.43 is located at 1375 Waterview Drive.

Existing Lot 1 (Parcel ID No. 12.16A.1.293), owned by the applicant, has an area of 0.339 acres and is located within the R-1, Low Density Residential Zoning District. The property currently contains two (2) sheds and existing woodlands.

Existing Lot 50 (Parcel ID No. 12.16A.1.43), owned by the applicant, has an area of 0.342 acres and is located within the R-1, Low Density Residential Zoning District. It currently contains an existing house, private well, on-lot sewage disposal system, and gravel driveway.

The proposed consolidated parcel will have a total area of 0.681 acres. The Existing Lots are both bordered to the east by Crescent Lake.

Based upon our review of the above information, we offer the following comments and/or recommendations for your consideration.



ZONING ORDINANCE COMMENTS

1. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum lot area is two (2) acres. *Existing Lots 1 and 50 have existing areas of 0.339 acres and 0.342 acres, respectively, and are existing non-conformities. The proposed lot consolidation will create one (1) lot having a total area of 0.681 acres and will reduce the existing non-conformity. (Previous Comment 1 from Review No. 1) No action is required.*
2. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum lot width is 200 feet. *Existing Lot 1 has a lot width of 100-feet ± and Existing Lot 50 has a lot width of 102-feet ±. The existing lots are nonconformities. The proposed lot consolidation will create one (1) lot having a total width of 202-feet ± and will eliminate the existing non-conformity. (Previous Comment 2 from Review No. 1) No action is required.*
3. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum front yard depth is 50 feet and the required minimum side yard width is 25-feet. *The existing dwelling on Lot 50 is located within the required front and side yards and is an existing non-conformity. The proposed lot consolidation does not affect the existing non-conformity related to the front yard and will eliminate the existing non-conformity related to the side yard. (Previous Comment 3 from Review No. 1) No action is required.*
4. In accordance with Section 470-31, “all accessory buildings shall be required to adhere to the minimum yard dimensions established for the district in which the building is located”. *The existing sheds are located within the required front and rear yards. Also, the shed located within the required rear yard is split by the existing property line shared between Existing Lots 1 and 50. The locations of the sheds are existing non-conformities. The proposed lot consolidation will provide the rear shed on one (1) lot. The other nonconformities related to the locations in the front and rear yards will remain and will not be affected by the lot consolidation plan. (Previous Comment 4 from Review No. 1) No action is required.*

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

5. In accordance with Section 390-18.E, “no official action shall be taken by the Board of Commissioners until either the Township has received the comments of the Monroe County Planning Commission or a period of 30 days has expired following transmittal of the preliminary plan to the County Planning Commission”. *(Previous Comment 5 from Review No. 1) A Receipt of Plan Submittal to the Monroe County Planning Commission dated October 11, 2024 has been received with this submission.*

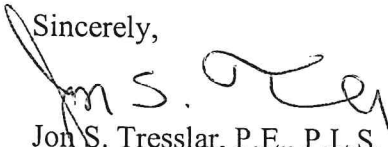
All previous engineering related comments have been addressed. The remaining comments are related to existing non-conformities and outside agency comments.



We recommend the above remaining comments be addressed to the satisfaction of Pocono Township, prior to approval of the lot combination plan.

If you should have any questions, please call me.

Sincerely,



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

JST/meh

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Dean Joseph Slonaker, P.L.S., Trout Creek, LLC – Owners/Applicants' Surveyor
Michael A. and Kathleen B. Persoleo – Owners/Applicants
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024- 36

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE GORSKI LOT
CONSOLIDATION PLAN**

WHEREAS, the applicant, Frances Maureen Gorski, submitted a lot consolidation plan application titled “Lands of Frances Maureen Gorski, Lot Joinder Plan, Lot 142 and Lot 143” (the “Plan”). The Plan proposes to consolidate two existing parcels into one parcel located along Mattioli Road. The existing parcels are identified as Monroe County Tax Parcel I.D.’s 12.9A.2.40 and 12.9A.2.39; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated October 28, 2024 and November 22, 2024; and

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

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

That the “Lands of Frances Maureen Gorski, Lot Joinder Plan, Lot 142 and Lot 143” as shown on the lot consolidation plan prepared by Trout Creek, LLC, dated September 30, 2024, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated October 28, 2024 and November 22, 2024.
2. The applicant shall provide the Township with a copy of the proposed deed of consolidation, which deed shall be recorded concurrently with the Plan.
3. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
4. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
5. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
6. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.

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

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the _____ day of _____, 2024.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Jerrod Belvin
Title: Township Manager

By: _____
Print Name: Richard Wielebinski
Title: President



YOUR GOALS. OUR MISSION.

November 22, 2024

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

**SUBJECT: GORSKI TRACT LOT CONSOLIDATION – 1216 MATTIOLI ROAD
LOT COMBINATION PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1434, T&M PROJECT NO. POCO-R0950**

Dear Commissioners:

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

- Response letter prepared by Trout Creek, LLC, dated November 15, 2024.
- Description of Proposed Lot 143A prepared by Trout Creek, LLC.
- Lot Closure Report for Proposed Consolidated Parcel prepared by Trout Creek, LLC, dated November 15, 2024.
- Existing Lot 143 Property Deed, Deed Book 2469, Page 4947.
- Plan entitled "Lands of Frances Maureen Gorski, Lot Joinder Plan, Lot 142 and Lot 143", prepared by Trout Creek, LLC, dated September 30, 2024, revised November 15, 2024.

BACKGROUND INFORMATION

The Applicant is proposing to combine two (2) existing properties located along Mattiola Road. Parcel No. 12.9A.2.39 is located at 1216 Mattiola Road.

Existing Lot 142 (Parcel ID No. 12.9A.2.40), owned by the applicant, has an area of 0.399 acres and is located within the R-1, Low Density Residential Zoning District. The property is currently vacant and consists of existing woodlands.

Existing Lot 143 (Parcel ID No. 12.9A.2.39), owned by the applicant, has an area of 0.348 acres and is located within the R-1, Low Density Residential Zoning District. It currently contains an existing house, private well, on-lot sewage disposal system, and paved driveway.

The proposed consolidated parcel will have a total area of 0.747 acres.

Based upon our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum lot area is two (2) acres. *Existing Lots 142 and 143 have existing areas of 0.399 acres and 0.348 acres, respectively, and are existing non-conformities. The proposed lot consolidation will create one (1) lot having a total area of 0.747 acres*



and will reduce the existing non-conformity. (Previous Comment 1 from Review No. 1) No action is required.

2. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum lot width is 200 feet. Existing Lot 142 has a lot width of 94-feet ± and Existing Lot 143 has a lot width of 95-feet ±. The existing lots are nonconformities. The proposed lot consolidation will create one (1) lot having a total width of 189-feet ± and will reduce the existing non-conformity. ***(Previous Comment 2 from Review No. 1) No action is required.***
3. In accordance with Section 470-17.C.(1) and Attachment 2, the required minimum front yard depth is 50 feet. The existing dwelling on Lot 143 is located within the required front yard and is an existing non-conformity. The proposed lot consolidation does not affect the existing non-conformity. ***(Previous Comment 3 from Review No. 1) No action is required.***

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

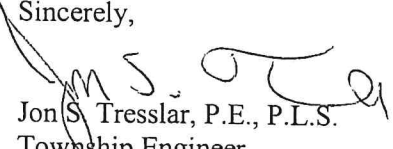
4. In accordance with Section 390-18.E, “no official action shall be taken by the Board of Commissioners until either the Township has received the comments of the Monroe County Planning Commission or a period of 30 days has expired following transmittal of the preliminary plan to the County Planning Commission”. ***(Previous Comment 4 from Review No. 1) A Receipt of Plan Submittal to the Monroe County Planning Commission dated October 11, 2024 has been received with this submission.***

All previous engineering related comments have been addressed. The remaining comments are related to existing non-conformities and outside agency comments.

We recommend the above remaining comments be addressed to the satisfaction of Pocono Township, prior to approval of the lot combination plan.

If you should have any questions, please call me.

Sincerely,


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

JST/meh

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Dean Joseph Slonaker, P.L.S., Trout Creek, LLC – Owner/Applicant’s Surveyor
Frances Maureen Gorski – Owner/Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

**Pocono Township Board of Commissioners
Regular Meeting Minutes
December 3, 2024 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on December 3, 2024 and was opened by Chair Richard Wielebinski at 6:00 p.m. followed by the Pledge of Allegiance.

Roll Call: Ellen Gndt, present; Natasha Leap, present; Mike Velardi, present; Brian Winot, present. Rich Wielebinski, present.

In Attendance: Leo DeVito, Township Solicitor; Jon Tressler, Engineer; Jennifer Gambino, Events Coordinator; Jerrod Belvin, Township Manager, Lindsay Scerbo, SFM Admin.

Public Comment

Karen Doleiden (Resident) – Stated that there were loose dogs this week. Police gave them a citation.

Announcements

An executive session was held prior to this meeting to discuss personnel matters.

Hearings

R. Wielebinski made a motion, seconded by N. Leap, to open the hearing for VSTC Ordinance. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by N. Leap, to close the hearing for VSTC Ordinance. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by N. Leap, to approve Ordinance 2024-07 for the Volunteer Special Tax credit program in Pocono Township. M. Velardi abstained as a member of the fire department. R. Wielebinski, aye; N. Leap, aye; B. Winot, aye; E. Gndt, aye. Motion carried.

Resolutions

R. Wielebinski made a motion, seconded by N. Leap, to adopt resolution 2024-33 for act 172 in accordance with Ordinance 2024-07 for the purposes of establishing the criteria for the Volunteer Special Tax Credit program All in favor. Motion carried.

Presentations

Tighe Meckes – Keystone Consulting Engineers Inc. - Lot 109 Alpine Lake Road - Grading Permit Review No. 2 Waiver Request on a nonconforming lot.

B Winot made a motion, seconded by R. Wielebinski, to grant the waiver of the stormwater grading requirement and relief from the separation distance from the bottom of the infiltration bed to the limiting zone. All in favor. Motion carried.

Consent Agenda

- Old business consists of the minutes of the November 18, 2024 regular meeting.
 - General Fund budget adjustments in the amount of \$4,904.50 for the purpose of providing additional funding for the following line items. To cover future expenditures.
 - Sewer Operating budget adjustments in the amount of \$5,000.00 for the purpose of providing additional funding for the following line items. To cover future expenditures.
- Financial transactions through November 26, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures totaling \$945,840.76

R. Wielebinski made a motion, seconded by N. Leap, to approve the consent agenda. All in favor. Motion carried.

NEW BUSINESS –

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by N. Leap, to award Architectural service to Kimmel Bourgette for the purposes of the PTPD wing at NCC (to include Architectural service, Project Management, Bidding, Permitting, Construction Administration, Building Assessment) for a total of \$ 166,100.00. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the Wawa Construction Escrow release No.1 in the amount of \$675,927.45. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to purchase replacement flooring for NCC from Sherwin Williams Flooring (costars vendor), 6605 Sq. Ft. of LVP & 1695 Sq. Ft. LVT for a total of \$28,456.54 to be installed by Public Works in the following areas: Hallways, 113, 112, 111, 106, 102, 107. All in favor. Motion carried.

Natasha Leap – Vice President

Ellen Gandt – Commissioner

- SBA Cell Tower –
- Solar Field – Injunction is being prepared regarding the violations and the non-response to the stop work order. Hearing is scheduled for 12/23/24 on the zoning violations.
- Kennel – Intent to defend has been received by the property owners atty.

Mike Velardi – Commissioner

Publicly commended the fire and police departments for their response to issues over the Thanksgiving weekend.

Brian Winot – Commissioner

Black Friday traffic for the Crossings was a mess. They need to resolve their internal traffic control problems.

Reports

Zoning Report

Police Report

Manager Report

- Newsletter will be mailed out next week.
- Update Green Light Go- issues with nine out of the ten traffic signals. Working with other effected townships to get issues resolved.
- NCC Update - Public Works continues to move forward. Drywall is completed. Doors are being moved. Looking to moving in by May 2025.
- R. Wielebinski made a motion, seconded by M. Velardi, to advertise the 2025 Public Meeting Schedule and the Reorganization meeting for 2025. All in favor. Motion carried.
- Thanks to the Fire Department, Police, County partners and neighboring jurisdictions for their assistance in an emergency over the holiday.

Public Works

- Sewer Business – Working on a grease program
- R. Wielebinski made a motion, seconded by B. Winot, to accept the Bartonsville Ave. sewer extension proposal not to exceed \$19,300.00. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the survey, geotechnical and wetland services for proposed sewer extensions on Sullivan Trail. All in favor. Motion carried
- R. Wielebinski made a motion, seconded by B. Winot, to approve the survey, geotechnical and Wetlands services for proposed sewer extensions on Bartonsville Ave and Barton Court. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to advertise Public works position to bring crew to full complement of Ten.
- Current Public Works Projects – tree removal, prep for upcoming events, storm events. Working on the creek performing stream stabilization at Lower Scott Run Ave. Dory place does not qualify for the dirt, gravel, low volume road grant.

Events

- Tree Lighting at TLC Park December 6th
- Magic Mistletoe Market is in the works.

Township Engineer Report

- Sewer Business Update – Working on survey to get a lateral to the college.
- Learn Road safety enhancement project and roundabout survey work
- TASA Project - Working through the PennDOT comments.
- TLC walking bridge – no current updates
- Speed study on Post Hill Rd. is moving forward.

Township Solicitor Report

- Sewer Business Update – Working to schedule a meeting with the attorney for Tobyhanna Township.
- Nuisance Ordinance Update – Meeting will be set up shortly.
- R. Wielebinski made a motion, seconded by N. Leap, to authorize advertisement for the Property Maintenance Ordinance Revision. All in favor. Motion carried.
- Update – Archer Lane – Waiting on scheduling order from the court.
- Pocono Places LLC has filed an appeal on their ZHB determination with the Court of Common Pleas and will move pretty quickly.

Public Comment

Adjournment –R. Wielebinski made a motion, seconded by N. Leap, to adjourn the meeting at 7:15 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Monday December 16, 2024

SUMMARY

Ratify

General Fund	\$	4,459.73
Payroll	\$	227,553.60
Sewer Operating	\$	1,688.75
Sewer Construction		
Capital Reserve		

Bill List

TOTAL General Fund	\$	100,130.95
TOTAL Sewer <u>OPERATING</u> Fund	\$	141,069.41
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	254,835.95
Liquid Fuels		
TOTAL EXPENDITURES	\$	729,738.39

Fire Tax Disbursement	\$	4,773.19
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Budget Adjustments

General Fund	\$	18,600.21
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	5,835.44

<u>Budget Appropriations</u>	\$	24,435.65
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Budgetary Interfund Transfer

	\$	-
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Use of Grant Funds

<u>ARPA FUNDS TO CAPITAL RESERVE</u>	\$	159,945.39
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TOTAL CAP. RESERVE	\$	159,945.39
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ARPA FUNDS TO GENERAL FUND

TOTAL GEN FUND	\$	-
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Total ARPA Transfers	\$	159,945.39
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Notes:

POCONO TOWNSHIP CHECK LISTING
Monday December 16, 2024
Monday November 18, 2024

General Fund

Date	TYPE	Vendor	Memo	Amount
11/29/2024	ACH		PAYROLL ENDING 12/13/24	\$ 227,553.60
			TOTAL PAYROLL	\$ 227,553.60

General Expenditures

Date	Check	Vendor	Memo	Amount
12/03/2024	1906	Spruce Ridge Reindeer LLC	2024 Reindeer Appearance	\$ 600.00
12/03/2024	1907	DISTRICT COURT 43-3-03	1231 Sky View Drive Civil	\$ 214.25
12/03/2024	1908	POCONO RECORD	Vol Serv Tax Credit Program	\$ 185.18
12/03/2024	1908	POCONO RECORD	ER Access to Buildings	\$ 59.34
12/03/2024	1908	POCONO RECORD	Parking Regulations	\$ 55.05
12/03/2024	1908	POCONO RECORD	2025 Budget	\$ 288.33
12/03/2024	1909	BRODHEAD CREEK REGIONAL AUTHOR	07370-0 TWP Water	\$ 59.07
12/03/2024	1909	BRODHEAD CREEK REGIONAL AUTHOR	07370-1-0 Police Water	\$ 26.21
12/03/2024	1909	BRODHEAD CREEK REGIONAL AUTHOR	07431-40-0 TLC Park Water	\$ 21.31
12/03/2024	1910	PENTELEDATA	Police Internet	\$ 221.95
12/03/2024	1910	PENTELEDATA	MVP Internet	\$ 126.13
12/03/2024	1911	PENTELEDATA	TWP Internet	\$ 142.90
12/03/2024	1911	PENTELEDATA	NOC Internet	\$ 72.95
12/04/2024	1912	BLUE RIDGE COMMUNICATIONS	TLC Park Internet	\$ 54.95
12/04/2024	1913	AUTO PARTS OF TANNERSVILLE, IN	Dielectric Grease	\$ 4.99
12/04/2024	1913	AUTO PARTS OF TANNERSVILLE, IN	HYD/Transmission for Truck 6	\$ 45.10
12/04/2024	1913	AUTO PARTS OF TANNERSVILLE, IN	Fuel for Truck 4	\$ 42.54
12/04/2024	1913	AUTO PARTS OF TANNERSVILLE, IN	Lube Element; Coolant Truck 10	\$ 136.93
12/04/2024	1913	AUTO PARTS OF TANNERSVILLE, IN	Fuel for Truck 17	\$ 85.08
12/04/2024	1914	AUTO PARTS OF TANNERSVILLE, IN	Mini Bulb for Truck 4	\$ 5.95
12/04/2024	1914	AUTO PARTS OF TANNERSVILLE, IN	Oil Absorbe;10W30 Oil for Shop	\$ 35.29
12/04/2024	1914	AUTO PARTS OF TANNERSVILLE, IN	HYD/Transmission for Truck 16	\$ 22.55
12/04/2024	1914	AUTO PARTS OF TANNERSVILLE, IN	Hydraulic for Truck 8	\$ 38.01
12/04/2024	1914	AUTO PARTS OF TANNERSVILLE, IN	Diesel Exhaust Fluid	\$ 571.90
12/09/2024	1915	BLUE RIDGE COMMUNICATIONS	Lines 1501, 4145, 7200, 7323	\$ 166.11
12/09/2024	1915	BLUE RIDGE COMMUNICATIONS	1922,7320,7321,7325,7326,8595	\$ 249.16
12/11/2024	1916	Rocanova, Brad	2024 Tree Lighting Donation	\$ 300.00
12/11/2024	1917	Specian, Anthony	2024 Tree Lighting Donation	\$ 200.00
12/12/2024	1980	DISTRICT COURT 43-3-03	12.4A.2.11 2235 Lake Dr Civil	\$ 214.25
12/12/2024	1981	DISTRICT COURT 43-3-03	12.4.1.24 230 BobWhiteDr CIVIL	\$ 214.25
			TOTAL General Fund Bills	\$ 4,459.73

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
12/03/2024	1216	METROPOLITAN TELECOMMUNICATION	Pump Station 5 Phone	\$ 1,212.74
12/03/2024	1217	BRODHEAD CREEK REGIONAL AUTHOR	07087-0 Pump Station 3 Water	\$ 21.18
12/03/2024	1217	BRODHEAD CREEK REGIONAL AUTHOR	07088-0 Pump Station 5 Water	\$ 63.90

12/03/2024	1217	BRODHEAD CREEK REGIONAL AUTHOR	07431-0 Pump Station 2 Water	\$	21.18
12/03/2024	1218	PENTELEDATA	Pump Stations 1-5 Internet	\$	369.75

TOTAL Sewer Operating Fund

\$ 1,688.75

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
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TOTAL Sewer Construction Fund

\$ -

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
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TOTAL Capital Reserve Fund

\$ -

TOTAL General Fund
TOTAL Sewer Operating
TOTAL Sewer Construction
Total Capital Reserve

\$	4,459.73	
\$	1,688.75	Authorized by:
\$	-	
\$	-	Transferred by:
\$	6,148.48	

POCONO TOWNSHIP CHECK LISTING

Monday December 16, 2024

General Fund

Date	Check	Vendor	Memo	Amount
12/11/2024	1919	ANGLE, JOSHUA	2024 Boot Allowance	\$ 270.06
12/11/2024	1920	AMERICAN HERITAGE LIFE INSURANCE	Supp Ins	\$ 673.16
12/11/2024	1921	AMERICAN HERITAGE LIFE INSURANCE	Admin Ins	\$ 509.17
12/11/2024	1921	AMERICAN UNITED LIFE INSURANCE	Fin Ins	\$ 238.77
12/11/2024	1921	AMERICAN UNITED LIFE INSURANCE	Sec Ins	\$ 214.30
12/11/2024	1921	AMERICAN UNITED LIFE INSURANCE	Pol Ins	\$ 1,825.24
12/11/2024	1921	AMERICAN UNITED LIFE INSURANCE	PW Ins	\$ 886.41
12/11/2024	1923	AUTO PARTS OF TANNERSVILLE, IN	Supplies for Leaf Vac	\$ 21.07
12/11/2024	1923	AUTO PARTS OF TANNERSVILLE, IN	Relay for Leaf Vac	\$ 21.89
12/11/2024	1923	AUTO PARTS OF TANNERSVILLE, IN	Mini Bulb for Truck 10	\$ 7.59
12/11/2024	1924	BEST AUTO SERVICE CENTER	Unit 93 Service	\$ 562.42
12/11/2024	1924	BEST AUTO SERVICE CENTER	Unit 87 Service	\$ 264.51
12/11/2024	1924	BEST AUTO SERVICE CENTER	Unit 90 Service	\$ 169.37
12/11/2024	1925	BRAND, ANDREW	9/25/24 Boots	\$ 194.99
12/11/2024	1925	BRAND, ANDREW	9/25/24 Clothing	\$ 114.97
12/11/2024	1925	BRAND, ANDREW	9/25/24 Vest	\$ 89.99
12/11/2024	1926	BRODHEAD CREEK REGIONAL AUTHOR	TWP Sewer	\$ 165.00
12/11/2024	1926	BRODHEAD CREEK REGIONAL AUTHOR	Kenny's Way Sewer	\$ 82.50
12/11/2024	1927	BROUGHAL & DEVITO, L.L.P.	Matter 3043-24 Gen Bill File	\$ 3,349.50
12/11/2024	1927	BROUGHAL & DEVITO, L.L.P.	Matter 3043-24 Gen Bill File	\$ 2,016.75
12/11/2024	1927	BROUGHAL & DEVITO, L.L.P.	Matter 3043-24 Gen Bill File	\$ 264.00
12/11/2024	1928	COMMONWEALTH OF PA	Underground Storage Tanks	\$ 825.00
12/11/2024	1929	COOPER ELECTRIC	Light Bulbs	\$ 1.83
12/11/2024	1930	CYPHERS TRUCK PARTS	Fitting; Hose; Sealant	\$ 124.91
12/11/2024	1931	EPSCO	Steel Nipple XMas Supplies	\$ 13.08
12/11/2024	1932	ERIC A. MOSES CO.	Latex Gloves	\$ 121.96
12/11/2024	1933	GOTTA GO POTTIES	TLC Park Rentals	\$ 740.00
12/11/2024	1933	GOTTA GO POTTIES	MVP Rentals	\$ 150.00
12/11/2024	1934	H. M. BEERS, INC.	Nov 2024 SEO Services	\$ 2,000.00
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Bracket Exhaust for Truck 9	\$ 94.77
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Kit Cam Service for Truck 9	\$ 78.50
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Sensor for Truck 6	\$ 333.03
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Muffler Cab; Plates Return	\$ (611.14)
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Muffler Bracket Return	\$ (68.44)
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Support Exhaust Return	\$ (268.91)
12/11/2024	1935	HUNTER KEYSTONE PETERBILT	Truck 3 Supplies	\$ 932.03
12/11/2024	1936	IANNAZZO, MARC	NTOA Basic Swat Reimb	\$ 274.50
12/11/2024	1936	IANNAZZO, MARC	Helmet Reimb	\$ 118.99
12/11/2024	1937	JAN-PRO OF NEPA	Heritage Center Cleaning	\$ 185.66
12/11/2024	1937	JAN-PRO OF NEPA	TWP Cleaning	\$ 538.41
12/11/2024	1937	JAN-PRO OF NEPA	Police Cleaning	\$ 738.39

12/11/2024	1937	JAN-PRO OF NEPA	PW Cleaning	\$	261.51
12/11/2024	1938	Jim's Drywall Supplies, Inc.	NCC Supplies	\$	37.00
12/11/2024	1939	KIMBALL MIDWEST	PW Op Supp	\$	340.63
12/11/2024	1940	LAUTER, KEVIN	2024 Workboots	\$	115.50
12/11/2024	1941	LAWSON PRODUCTS	Series Fittings	\$	103.46
12/11/2024	1942	LOCUST RIDGE QUARRY	AASHTO #1 65.58in Kenny's Way	\$	885.34
12/11/2024	1943	LOYSON, JIM	12/14/24 Boots & Clothing	\$	413.21
12/11/2024	1944	MACDOUGALL, KRISANN	Oct/Nov Mileage/Recording Fee	\$	54.21
12/11/2024	1945	John Manuel	2024 Clothing Reimb	\$	169.96
12/11/2024	1945	John Manuel	Carhartt Fleece Reimb	\$	79.99
12/11/2024	1945	John Manuel	Utility Jacket Reimb	\$	129.99
12/11/2024	1946	MAULA, MAURA	11/14/24 YOGA	\$	10.00
12/11/2024	1947	METLIFE - NON UNI. PEN. PLAN	Sec Pension	\$	2,001.20
12/11/2024	1947	METLIFE - NON UNI. PEN. PLAN	Police Pension	\$	1,224.72
12/11/2024	1947	METLIFE - NON UNI. PEN. PLAN	PW Pension	\$	6,338.85
12/11/2024	1948	MILLER, LARRY	2024 Uniform Reimb	\$	177.00
12/11/2024	1949	MRM WORKER'S COMPENSATION POOL	Install 4 of 12 2024	\$	16,534.28
12/11/2024	1950	NATIONWIDE - 457	Batch 6269296	\$	4,495.99
12/11/2024	1950	NATIONWIDE - 457	Batch 6269296	\$	203.50
12/11/2024	1951	NATIONWIDE - 457	Batch 6135863	\$	4,495.99
12/11/2024	1951	NATIONWIDE - 457	Batch 6135863	\$	226.00
12/11/2024	1952	POCONO FARMSTAND & NURSERY	MVP Plants	\$	100.00
12/11/2024	1952	POCONO FARMSTAND & NURSERY	Learn Park Plants	\$	723.70
12/11/2024	1952	POCONO FARMSTAND & NURSERY	Learn Park Plants	\$	136.36
12/11/2024	1952	POCONO FARMSTAND & NURSERY	MVP Plants	\$	107.88
12/11/2024	1953	POCONO TOWNSHIP	12/12/2010-2 Waiver	\$	1,500.00
12/11/2024	1954	PORTLAND CONTRACTORS, INC.	Nov 2024 Monthly Fee	\$	335.00
12/11/2024	1955	PPL ELECTRIC UTILITIES	Alger Ave Area Light	\$	14.65
12/11/2024	1955	PPL ELECTRIC UTILITIES	Sullivan Tr715 Traffic Light	\$	36.42
12/11/2024	1955	PPL ELECTRIC UTILITIES	Brookdale Rd Traffic Light	\$	61.82
12/11/2024	1956	PSATS	Josh Angle CDL Testing	\$	70.00
12/11/2024	1957	SAYRE, CORY	11/26/24 Boots	\$	255.05
12/11/2024	1958	SCHNATTER, JOHN	2024 Uniform	\$	255.00
12/11/2024	1958	SCHNATTER, JOHN	Boot Reimb	\$	164.99
12/11/2024	1959	SCOTT, JAMES	Freehold Trip 2024	\$	253.55
12/11/2024	1960	SHICK, TOM	215/24 Boots Reimb	\$	43.00
12/11/2024	1961	SPARKLE CAR WASH	Police Car Washes Nov 2024	\$	22.59
12/11/2024	1962	STAPLES	Police Supplies	\$	57.47
12/11/2024	1963	STAPLES	TWP Copy Paper	\$	216.10
12/11/2024	1964	STEELE'S HARDWARE	Rearview Mirror	\$	3.59
12/11/2024	1965	STEPHENSON EQUIPMENT, INC.	32" CCW Star IM & Bushing	\$	1,910.52
12/11/2024	1966	STROUDSBURG ELECTRIC MOTOR SER	Impact Bare Tool	\$	169.99
12/11/2024	1967	STTC SERVICE TIRE TRUCK CENTER	Truck 10 Service	\$	1,160.74
12/12/2024	1968	STEELE'S HARDWARE	Park Supplies	\$	54.98
12/12/2024	1968	STEELE'S HARDWARE	Space Heater	\$	74.99
12/12/2024	1968	STEELE'S HARDWARE	Tarps	\$	81.48
12/12/2024	1968	STEELE'S HARDWARE	Sledge Hammer	\$	64.99
12/12/2024	1969	STEELE'S HARDWARE	Antifreeze	\$	42.00
12/12/2024	1969	STEELE'S HARDWARE	Thermoplastic Sump	\$	129.60
12/12/2024	1969	STEELE'S HARDWARE	Torch Kit	\$	69.99

12/12/2024	1969	STEELE'S HARDWARE	Batteries	\$	61.96
12/12/2024	1969	STEELE'S HARDWARE	Stump Grinder Rental	\$	412.50
12/12/2024	1969	STEELE'S HARDWARE	Staple Gun & Staples	\$	49.97
12/12/2024	1969	STEELE'S HARDWARE	Straight Tooth	\$	19.99
12/12/2024	1970	STEELE'S HARDWARE	HP Ultra Fuel Mix	\$	29.99
12/12/2024	1970	STEELE'S HARDWARE	Check Valve	\$	22.99
12/12/2024	1970	STEELE'S HARDWARE	Gorilla Tape & Duct Tape	\$	31.98
12/12/2024	1970	STEELE'S HARDWARE	Drywall Screws & Nails	\$	23.97
12/12/2024	1970	STEELE'S HARDWARE	Adaptor/Coupler/Plug	\$	10.97
12/12/2024	1970	STEELE'S HARDWARE	Cable Ties & Outlet	\$	17.97
12/12/2024	1970	STEELE'S HARDWARE	Drywall Screw Gun	\$	109.99
12/12/2024	1971	STATE WORKERS INSURANCE FUND	Policy Renewal 1/1/25-1/1/26	\$	9,235.00
12/12/2024	1972	STEELE'S HARDWARE	Conduit	\$	15.98
12/12/2024	1972	STEELE'S HARDWARE	Silicone Clear	\$	19.98
12/12/2024	1972	STEELE'S HARDWARE	Padlock/Cable/Key	\$	58.94
12/12/2024	1972	STEELE'S HARDWARE	Screws	\$	19.99
12/12/2024	1973	SUBURBAN TESTING LABS	Cancellation, Field Services	\$	42.00
12/12/2024	1974	UNIFIRST CORPORATION	TWP Mats	\$	41.06
12/12/2024	1974	UNIFIRST CORPORATION	TWP Mats	\$	41.06
12/12/2024	1975	US BANK - LOCKBOX CM9722	EE Contribution	\$	11,227.14
12/12/2024	1976	Waldren, Robert	Clothing Reimbursement	\$	439.92
12/12/2024	1977	WASTE MANAGEMENT OF PENNSYLVAN	TWP Waste Removal	\$	690.08
12/12/2024	1978	WILSON PRODUCTS COMPRESSED GAS	Cylinder Rentals	\$	16.50
12/12/2024	1979	WORLD FUEL SERVICES, INC.	B2 Clear Biodiesel 1,500gal	\$	3,863.36
12/12/2024	1982	PENNSYLVANIA STEEL COMPANY, IN	Hot Rolled Plate	\$	1,180.47
12/12/2024	1983	STTC SERVICE TIRE TRUCK CENTER	Truck 4 Service	\$	2,293.48
12/12/2024	1983	STTC SERVICE TIRE TRUCK CENTER	Truck 1 Service	\$	1,018.20
12/12/2024	1984	ARGS TECHNOLOGY, LLC	Nov 2024 Remote IT Services	\$	2,258.00
12/12/2024	1984	ARGS TECHNOLOGY, LLC	Nov 2024 Police IT Services	\$	2,198.50
TOTAL GENERAL FUND				\$	\$100,130.95

Sewer Operating

Date	Check	Vendor	Memo	Amount
12/12/2024	1220	ARGS TECHNOLOGY, LLC	PS 4 Modern	\$ 179.14
12/12/2024	1221	ASPEN PEST SERVICES, LLC	PS 1 & 5 Pest Control	\$ 110.00
12/12/2024	1222	BRODHEAD CREEK REGIONAL AUTHOR	PA One Call Serv Dec 24	\$ 7,650.00
12/12/2024	1223	BRODHEAD CREEK REGIONAL AUTHOR	Dec 2024 O&M	\$ 113,724.83
12/12/2024	1224	BROUGHAL & DEVITO, L.L.P.	Matter 3043-24 Gen Bill File	\$ 561.00
12/12/2024	1224	BROUGHAL & DEVITO, L.L.P.	Matter 14PT0012 Poc TWP Sewer	\$ 280.50
12/12/2024	1225	HENRY'S GENERATOR SERVICE	PS 4 Annual Maint	\$ 895.00
12/12/2024	1225	HENRY'S GENERATOR SERVICE	PS 5 Annual Maintenance	\$ 1,495.00
12/12/2024	1226	INNOVATIVE CONTROL SOLUTIONS A	Change Connectors/Troubleshoot	\$ 1,350.00
12/12/2024	1227	PENNSYLVANIA ONE CALL SYSTEM,	Sewer Mapping	\$ 48.20
12/12/2024	1228	POCONO TOWNSHIP	Nov 2024 Sewer Admin Services	\$ 14,753.25
12/12/2024	1229	STEELE'S HARDWARE	Plug	\$ 22.49
				\$ \$141,069.41

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
TOTAL Sewer Construction Fund				\$0.00

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
12/12/2024	1077	FNB EQUIPMENT FINANCE	Principal	\$ 39,531.27
12/12/2024	1077	FNB EQUIPMENT FINANCE	Interest	\$ 7,152.52
12/12/2024	1078	HUNTER KEYSTONE PETERBILT	2025 Peterbilt 548 Uprft ARPA	\$ 159,945.39
12/12/2024	1079	KEYSTONE SEALCOATING OF NEPA	Poc TWP TLC Park Logo	\$ 1,000.00
12/12/2024	1080	PRO MAX FENCE SYSTEMS, LLC	MVP Damaged Gate Repair	\$ 10,077.00
12/12/2024	1081	STEPHENSON EQUIPMENT, INC.	Gravity Tilt Trailer 7HD21TD	\$ 13,460.04
12/12/2024	1082	KIRBYBUILT	TLC Dog Park GRANT	\$ 23,669.73
TOTAL Capital Reserve Fund				\$254,835.95

Liquid Fuels

Date	Check	Payee	Memo	Amount
				\$0.00

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
12/10/2024	1053	POCONO TOWNSHIP VOLUNTEER FIRE	INT A AND PMT 17	\$ 4,773.19
TOTAL Fire Tax				\$4,773.19

General Fund
Sewer Operating
Sewer Construction Fund
Capital Reserve
Fire Tax Disbursement
Liquid Fuels
TOTAL TRANSFERS

\$	100,130.95
\$	141,069.41
\$	-
\$	\$254,835.95
\$	4,773.19
\$	-
\$	500,809.50

Authorized by: _____
Transferred by: _____

BUDGET ADJUSTMENT REQUEST

Monday December 16, 2024

GENERAL FUND							
FROM		Amount	TO	Amount	Explanation		
01.406.310 Operating Supplies	01.409.374 New Bld Confrctd Janitor Serv	10,000.00	01.402.110 Fin Admin Salaries & Wages	10,000.00	Line needs to be increased to ensure sufficient funding for the rest of the year		
		700.00	01.402.192 Fin Admin SSI Taxes	700.00	Line needs to be increased to ensure sufficient funding for the rest of the year		
		3,523.25	01.454.110 Parks Salaries & Wages	3,523.25	Line needs to be increased to cover deficit		
		376.96	01.454.192 SSI taxes	376.96	Line needs to be increased to cover deficit		
		1,000.00	01.414.314 Legal Expenses	1,000.00	Line needs to be increased to ensure sufficient funding for the rest of the year		
		3,000.00	01.438.220 Supplies	3,000.00	Line needs to be increased to ensure sufficient funding for the rest of the year		
TOTAL ADJUSTMENTS		18,600.21		18,600.21			
SEWER OPERATING							
FROM		Amount	TO	Amount			
08.429.406		5,835.44	08.429.300 Professional Services	5,835.44	Line needs to be increased to cover deficit		
TOTAL ADJUSTMENTS		5,835.44		5,835.44			



PROPOSAL

Job # 24-288

Date: 11-27-2024

This proposal shall become a contract when accepted by you and approved in writing by our duly Authorized agent. This quotation is subject to change without notice if not accepted within 10 days and in any event may be accepted within 30 days from date above. Title to the system shall remain with us until all sums due have been fully paid. Troy Mechanical, Inc. guarantees new products to be free from defects in workmanship and material for a period of 1 year from date of delivery to the original purchaser of any parts which the manufacturer's inspection may prove defective. Troy Mechanical, Inc. shall not be held responsible for normal wear or tear or any damage arising from neglect, misuse of or abuse or failure to use proper supplies, material, voltages and maintenance in the operation of this equipment. To the prices and terms quoted, add any manufacturer's gross receipts, sales, or use, tax either federal, state or city, payable on the transaction under any affecting statute unless otherwise specified. This contract embodies all terms and conditions agreed to by the parties hereto, and any oral agreements previous to the execution of this contract are deemed to be contained herein. No implied warranties or promises which are contrary to, or would in any way alter this agreement are to apply.

To: Pocono Township Bathroom FitOut

Based On: Site survey on 11-7-24, Standard working hours, and compliance with prevailing wages

FURNISH AND INSTALL

Seven (7) 150K BTU propane fired unit heaters
One (1) 3 Ton DX Cooling and Propane Gas Rooftop Unit
Stand-alone low voltage control wiring
Gas piping to unit heaters and rooftop unit
Vent piping

Job Cost: \$76,200.00

Excluded:

Note: Reuse existing ductwork in office area
Demolition of existing boiler
Removal of Hazardous Materials
Bonds, Permits & Third Party Inspections.
Power wiring
Propane tank, main regulator and concrete pad
Excavation and backfill for underground gas line by owner
Painting of gas piping

Best Regards
Susan Troy-Connors

Troy Mechanical, Inc
Certified small, woman-owned business
USACE CQM Certified
COSTARS supplier (#008-E22-964)

Memorandum of Understanding

Between

Teamsters Local Union No. 773

And

The Board of Commissioners for Pocono Township

Subject: Adjustment of Compensatory Time Policy for Public Works Employees for Calendar Year 2025

Date: 01/01/2025

Purpose:

This Memorandum of Understanding (MOU) sets forth the agreement between Teamsters Local Union No. 773 (hereinafter referred to as the "Union") and the Board of Commissioners for Pocono Township (hereinafter referred to as the "Employer") regarding the adjustment of compensatory (comp) time accrual for public works employees under the Collective Bargaining Agreement (CBA) for the calendar year **2025 only**.

Agreement:

1. Duration:

- This MOU is effective from **January 1, 2025, through December 31, 2025**. It applies exclusively to the calendar year 2025 and will not extend beyond this period unless mutually agreed upon in writing by both parties.

2. Compensatory Time Accrual:

- Employees shall be permitted to earn and accrue compensatory time at the applicable overtime rate in lieu of overtime pay.
- Employees will be permitted to accumulate compensatory time up to a maximum of **eighty (80) hours**, which shall be a recurring limit rather than an annual cap during 2025.
- Upon reaching the eighty (80) hour maximum, employees shall not be entitled to accrue additional compensatory time until they have utilized or cashed out existing comp time to bring their balance below the maximum limit.

3. Use and Cash-Out of Compensatory Time:

- At any time during **2025**, employees may request to use their accrued compensatory time by submitting a written request to their supervisor no less than two (2) days before the intended use.

- Supervisors will respond to requests no later than one (1) day before the intended use, accommodating the request unless it unduly disrupts operations.
 - Employees may request a payout of any or all of their accrued compensatory time on a quarterly basis during 2025. Earlier requests may be considered in cases of emergency, subject to approval by the Township Manager.
4. **Carryover of Compensatory Time:**
- At the end of the calendar year **2025**, employees may choose to carry over any unused compensatory time to the following year.
 - The carried-over hours will count toward the eighty (80) hour maximum in 2026, subject to the terms of the existing CBA or any subsequent agreements.
5. **Separation from Employment:**
- If an employee leaves Township employment or is promoted to an exempt status position during 2025, they shall receive a lump-sum payment for any unused compensatory time at their final regular hourly rate of pay.
6. **Overtime and Compensatory Time Election:**
- When eligible for overtime in 2025, employees wishing to accrue compensatory time must notify their supervisor in writing before the payroll for the applicable workweek is processed. Failure to provide such notice will result in receiving overtime pay.
7. **Miscellaneous Provisions:**
- All other terms and conditions related to compensatory time, as outlined in the existing CBA, remain in full force and effect unless expressly modified by this MOU.
 - This MOU supersedes any conflicting provisions in prior agreements regarding compensatory time accrual limits for the year 2025.
 - Any changes to compensatory time policies beyond December 31, 2025, will require negotiation and mutual agreement between the Union and the Employer.

Approval:

By signing below, both parties agree to the terms outlined in this Memorandum of Understanding for the calendar year **2025 only**.

For Teamsters Local Union No. 773:

Name: Brian Taylor

Title: _____

Date: _____

For the Board of Commissioners for Pocono Township:

Name: Richard Wielebinski
Title: President, Board of Commissioner
Date: _____

Effective Date: This MOU shall become effective upon signature by both parties and shall remain in effect from **January 1, 2025, through December 31, 2025**, unless modified by mutual agreement.



Giant Floor and Wall Covering INC

3406 Route 611
Bartonsville PA 18321
Phone: 570-629-4082

Quotation

DATE 12/9/2024
Quotation # 100
Customer ID ABC123

Quotation valid until: 12/19/2024

POCONO TOWNSHIP MUNICIPAL BUILDING

Prepared by: ERIC AMMERMAN

TANNERSVILLE PA

Comments or Special Instructions: COSTARS # 0000120973

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
ERIC AMMERMAN					

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1,703	GYM FLOOR	\$5.41	\$9,213.23
	RUBBER INTERLOCKING TILES		
			\$ -
			\$ -
			\$ -
Total			\$9,213.23

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

ANY QUESTIONS PLEASE CONTACT ERIC AMMERMAN 570-460-0573

THANK YOU FOR YOUR BUSINESS!



Giant Floor and Wall Covering INC

Quotation

3406 Route 611
Bartonsville PA 18321
Phone: 570-629-4082

DATE 12/9/2024
Quotation # 100
Customer ID ABC123

Quotation valid until: 12/19/2024

Prepared by: ERIC AMMERMAN

POCONO TOWNSHIP MUNICIPAL BUILDING

TANNERSVILLE PA

HALLWAYS/OFFICES

COSTARS #0000120973

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
ERIC AMMERMAN					

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7,305	GIANT GLADIOUS CARPET TILE	\$2.09	\$15,267.45
8	780 CARPET GLUE	\$169.00	\$1,352.00
8	PRIMER/SEALER APROX 800 PER 4 GALL	\$141.57	\$1,128.00
			\$ -
			\$ -
			\$ -
Total			\$17,747.45

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

ANY QUESTIONS PLEASE CONTACT ERIC AMMERMAN 570-460-0573

THANK YOU FOR YOUR BUSINESS!



YOUR GOALS. OUR MISSION.

December 5, 2024

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: MOUNTAIN VILLA RESORT – 406 CHERRY LANE ROAD
LAND DEVELOPMENT WAIVER REVIEW NO. 1
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
T&M PROJECT NO. POCO-R1020**

Dear Planning Commission Members:

Pursuant to the Township's request, we have reviewed a Waiver of Land Development Application for the above referenced project. The submitted information consists of the following items.

- Pocono Township Waiver of Land Development Application.
- Boundary Survey Map prepared by Brian D. Courtright, P.L.S., dated June 2024.
- Special Warranty Deed dated February 20, 2024.
- Professional Services Agreement and Escrow.
- Sheets A-1 (Plans & Elevations) and A-2 (Framing Plans & Details) of a 3-sheet plan set prepared by Bue-Morris Associates, Inc., dated October 14, 2024.

BACKGROUND INFORMATION

The subject parcel (Parcel ID No. 12.12.1.1) is located at the southeastern corner of the intersection of Cherry Lane Road and Laurel Lake Road and is owned by the Applicant, Mountain Villa Resort, LLC. It consists of a pre-existing non-conforming bed and breakfast with various outbuildings. The application proposes to replace an existing attached 5'-11" x 23'-10" enclosed porch with a new 16'-0" x 23'-11" room and an 8'-0" x 23'-11" composite deck. It is our understanding that the property owners plan to continue the bed and breakfast use on the property and the intended use of the space will be as a dining room/gathering area.

Based upon our review of the above information, we find this **does not** meet the eligibility requirements for a Waiver of Land Development because it is a non-residential structure with an expansion involving additional occupied space. Additionally, the construction of an addition to an existing building is defined as a "regulated activity" per Chapter 365-4.E.(5) which requires stormwater management and which shall be addressed by the applicant. Therefore, **we do not recommend approval** of the waiver request.



If you should have any questions, please call me.

Sincerely,

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

JST/arm

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Mountain Villa Resort, LLC – Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates



December 5, 2024

To: Pocono Township Planning Commission and Board of Commissioners

Re: 406 Cherry Lane Road – Mountain Villa Resort LLC
Land Development Waiver Application
PIN #12638200352560, Tax ID 12.2.1.1

Dear Planning Commission Members:

Pursuant to the Township's request, we have reviewed the Waiver of Land Development Application for the above-referenced project. Based on our review of the information provided, we do *not recommend* approval of the waiver request. Our office offers the following comments in support of our determination:

1. In accordance with Item G of the Pocono Township Waiver of Land Development Application, a proposed building addition shall not result in an expansion involving additional occupied space.
 - a. The proposed addition will create additional occupied space, and as a result, is not eligible for a waiver of Land Development.
2. The submitted plans do not demonstrate full compliance with the accessibility requirements outlined in Chapter 11 of the 2018 IBC (International Building Code) or Section 305.7 of the 2018 IEBC (International Existing Building Code).
 - a. Compliance with the above-referenced Chapter or Section may require improvements, such as the installation of a ramp or pedestrian-accessible walkway, which could expand the proposed addition or trigger the need for Land Development approval.

If you have any questions, please contact the Zoning Office at (570) 629-1922 or via email at zoning@poconopa.gov.

Sincerely,

Shawn McGlynn
Pocono Township Zoning Officer/BCO
SFM Consulting, LLC

Cc: Property file
Jerrod Belvin – Township Manager
Leo DeVito, Esq. – Broughal & DeVito, LLP
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchinson, P.E. – T&M Associates
Krisann MacDougall – Administrative Assistant
Lindsay Scerbo – Zoning Administrator

PARTIAL EASEMENT EXTINGUISHMENT

THIS INDENTURE is made the _____ day of _____, 2024.

WHEREAS, by that certain Sewer Easement and Right-of-Way Agreement between Marion M. Alleger as Grantor and Pocono Township as Grantee dated August 16, 2010 and recorded with the Monroe County Recorder of Deeds at Record Book 2374, Page 6070 on August 18, 2010, Grantor did grant to Grantee the easement rights therein set forth ("Easement"); and

WHEREAS, it has now become necessary, to facilitate the expansion of State Route 611, for Pocono Township to relinquish a certain portion of the Easement to permit clear title to the necessary roadway and abutments to be conveyed to the Pennsylvania Department of Transportation;

NOW THIS INDENTURE, WITNESSETH, POCONO TOWNSHIP hereby releases and forever quitclaims any right, title and interest in that certain portion of the area granted by the Easement ("Released Parcel") which is described as follows:

ALL THAT CERTAIN parcel of land located in Pocono Township, Monroe County, Pennsylvania. Being a portion of the lands of Marion M. Alleger as recorded in the Monroe County Recorders Office in DBV. 2174 PG. 8541, and being a portion of an existing Sanitary Sewer Easement as recorded in the Monroe County Recorders Office in DBV. 2374 PG. 6070, being more particularly described as follows:

BEGINNING at a Point on the Existing PennDOT Legal Right of Way for S.R. 0611 which is also the existing line for Sanitary Sewer Easement, said Point being at Station 253+11.27, 35' right;

THENCE along the Existing PennDOT Legal Right of Way the following two (2) courses and distances:

1. N 67°30'49" W, 102.06 feet to a Point;
2. Along a curve to the right having a radius of 32.00 feet, an arc length of 29.20 feet and a chord bearing N 46°44'29" W, 28.20 feet to a Point;

THENCE through the lands of Alleger and the existing Sanitary Sewer Easement, S 67°30'49" E 126.21 feet to a Point on the westerly line of the lands now or formerly of 611 Land Development, LLC per DBV. 2501 PG. 9685;

THENCE along the westerly line of 611 Land Development, LLC, S 10°00'39" W, 10.24 feet to the **POINT OR PLACE OF BEGINNING**.

CONTAINING 1204 Sq. Ft. or 0.276 +/- Acres.

Bearings are referenced to Grid North of the Pennsylvania State Plane Coordinate System, North Zone (3701);

with the intent that the Easement encumbering the Released Parcel may be forever extinguished, and that the holder of the servient estate, her heirs and assigns, shall hereafter have and enjoy the Released Parcel free and absolutely discharged from the Easement.

Nothing in this Indenture affects or is intended to affect the rights of Pocono Township under the Easement outside of the above-described Released Parcel, and the Easement continues in full force and effect in accordance with the terms set forth therein.

IN WITNESS WHEREOF, Pocono Township, intending to be legally bound hereby, has caused this Agreement to be executed this _____ day of _____, 2024.

Scaled and Delivered

POCONO TOWNSHIP

Attest: _____
Secretary

By: _____
Chairman, Pocono Twp. Board of Commissioners

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF MONROE :

On this ____ day of _____, 2024, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Pocono Township Board of Commissioners and, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Pocono Township by himself as Chairman.

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

Notary Public

PORTION OF SEWER
EASEMENT
TO BE EXTINGUISHED
1,204 SQ. FT.
(0.276 ACS.)

S.R. 3023

S.R. 0611

(STA 253+11.27) POB
35' Right

C2

L1

L3

L4

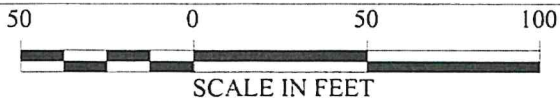
BARTONSVILLE

METES AND BOUNDS

LINE	BEARING	DISTANCE
L1	N67°30'49"W	102.06'
L3	N10°00'39"E	10.24'
L4	S67°30'49"E	126.21'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	32.00'	29.20'	28.20'	N46°44'29"W

Re arrange to match desc.



ERTLE DEVELOPMENT, LLC
798 N. NINTH STREET
STROUDSBURG, MONROE COUNTY,
PENNSYLVANIA 18360

MARION M. ALLEGER
S.R. 0611
POCONO TOWNSHIP
MONROE COUNTY, PA

TITLE: **SEWER EASEMENT
TO BE EXTINGUSTED PLAN**

Benchmark
CIVIL ENGINEERING SERVICES, INC.
1727 JONATHAN STREET
ALLENTOWN, PA 18104
610.776.6700 610.776.1190 FAX
www.bencivil.com

SCALE: 1" = 50'

DWG. FILE: 268013

PLAN DATE: 04/02/24

DWG. NO.:

SHT. NO.: 1 OF 1

SEW2

copyright 2023 Apr 02, 2024 - 10:58am

PARTIAL EASEMENT EXTINGUISHMENT

THIS INDENTURE is made the _____ day of _____, 2024.

WHEREAS, by that certain Sewer Easement and Right-of-Way Agreement between J.P. Ertle Development, L.P. as Grantor and Pocono Township as Grantee dated September 22, 2010 and recorded with the Monroe County Recorder of Deeds at Record Book 2377, Page 4057 on October 15, 2010, Grantor did grant to Grantee the easement rights therein set forth ("Easement"); and

WHEREAS, the servient estate of the above-referenced Grantor has been subsequently conveyed to 611 Land Development, LLC as evidenced by that certain deed recorded with the Monroe County Recorder of Deeds at Record Book 2501 Page 9685 on November 22, 2017; and

WHEREAS, it has now become necessary, to facilitate the expansion of State Route 611, for Pocono Township to relinquish a certain portion of the Easement to permit clear title to the necessary roadway and abutments to be conveyed to the Pennsylvania Department of Transportation;

NOW THIS INDENTURE, WITNESSETH, POCONO TOWNSHIP hereby releases and forever quitclaims any right, title and interest in that certain portion of the area granted by the Easement ("Released Parcel") which is described as follows:

ALL THAT CERTAIN parcel of land located in Pocono & Hamilton Townships, Monroe County, Pennsylvania. Being a portion of the lands of 611 Land Development, LLC as recorded in the Monroe County Recorders Office in DBV. 2501 PG. 9685, and being a portion of an existing Sanitary Sewer Easement as recorded in the Monroe County Recorders Office in DBV. 2377 PG. 4057, being more particularly described as follows:

BEGINNING at a Point on the Existing PennDOT Legal Right of Way for S.R. 0611 which is also the existing line for Sanitary Sewer Easement, said Point being at Station 249+50, 35' right;

THENCE along the Existing PennDOT Legal Right of Way N 67°30'49" W, 361.27 feet to a Point on the easterly line of the lands now or formerly of Marion M. Alleger per DBV. 2174 PG. 8541

THENCE along the easterly line of Alleger N 10°00'39" E, 10.24 feet to a Point in the Proposed PennDOT Legal Right of way;

THENCE through the lands of 611 Development, LLC and the existing Sanitary Sewer Easement and along the Proposed PennDOT Legal Right of Way the following five (5) courses and distances:

1. S 67°30'49" E, 103.48 feet to a Point;
2. N 22°29'11", E 3.00 feet to a Point;
3. S 67°30'49", E 10.00 feet to a Point;
4. S 22°29'11", W 3.00 feet to a Point;
5. S 67°30'49", E 250.00 feet to a Point;

THENCE S 22°29'11" W, 10.00 feet POINT OR PLACE OF BEGINNING.
CONTAINING 3654 Sq. Ft. or 0.839 +/- Acres.

Bearings are referenced to Grid North of the Pennsylvania State Plane Coordinate System, North Zone (3701);

with the intent that the Easement encumbering the Released Parcel may be forever extinguished, and that the holder of the servient estate, her heirs and assigns, shall hereafter have and enjoy the Released Parcel free and absolutely discharged from the Easement.

Nothing in this Indenture affects or is intended to affect the rights of Pocono Township under the Easement outside of the above-described Released Parcel, and the Easement continues in full force and effect in accordance with the terms set forth therein.

IN WITNESS WHEREOF, Pocono Township, intending to be legally bound hereby, has caused this Agreement to be executed this _____ day of _____, 2024.

Scaled and Delivered

POCONO TOWNSHIP

Attest: _____
Secretary

By: _____
Chairman, Pocono Twp. Board of Commissioners

ACKNOWLEDGEMENT

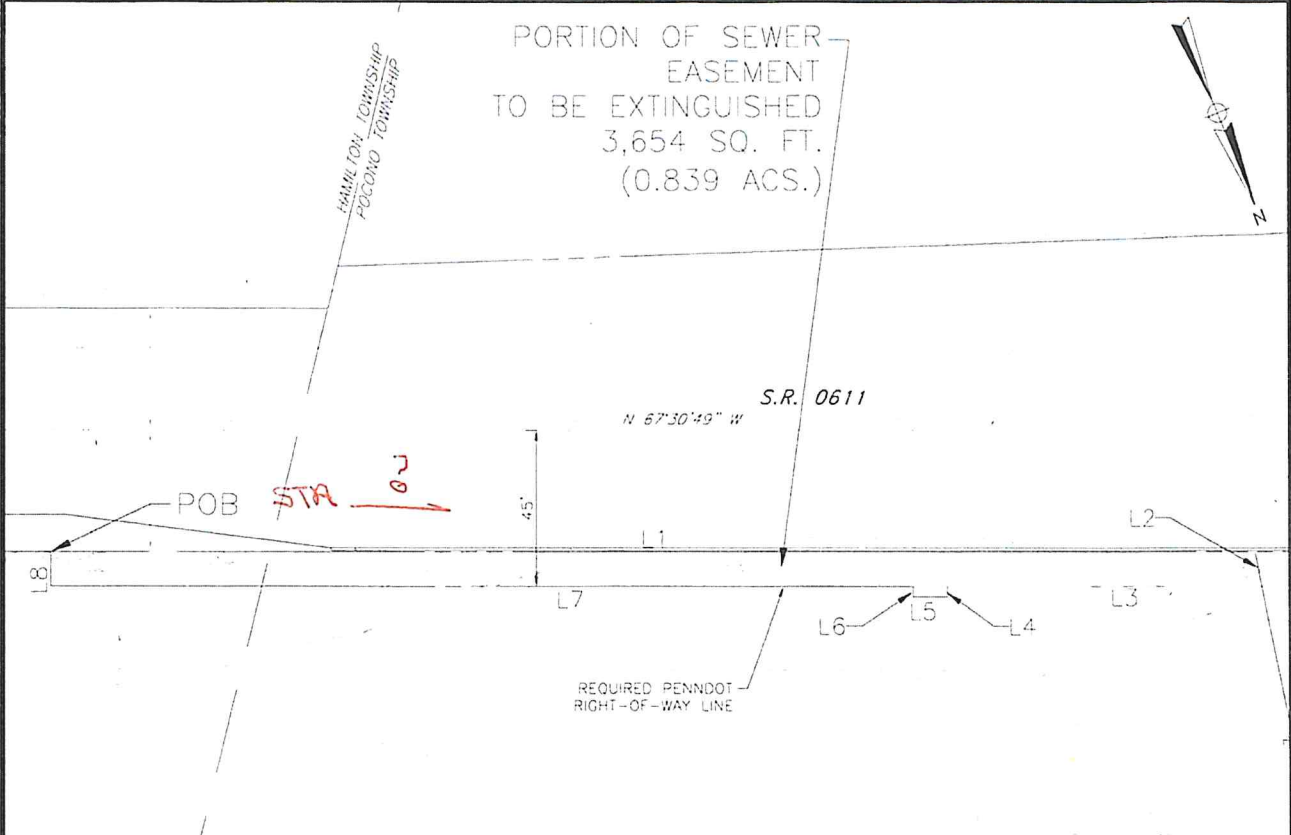
COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS
COUNTY OF MONROE :
 :

On this ____ day of _____, 2024, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Pocono Township Board of Commissioners and, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Pocono Township by himself as Chairman.

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

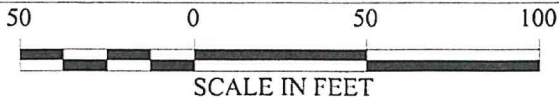
Notary Public

PORTION OF SEWER
EASEMENT
TO BE EXTINGUISHED
3,654 SQ. FT.
(0.839 ACS.)



METES AND BOUNDS

LINE	BEARING	DISTANCE
L1	N67°30'49"W	361.27'
L2	N10°00'39"E	10.24'
L3	S67°30'49"E	103.48'
L4	N22°29'11"E	3.00'
L5	S67°30'49"E	10.00'
L6	S22°29'11"W	3.00'
L7	S67°30'49"E	250.00'
L8	S22°29'11"W	10.00'



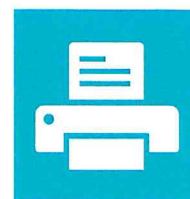
TITLE: **SEWER EASEMENT
TO BE EXTINGUISHED PLAN**

ERTLE DEVELOPMENT, LLC
798 N. NINTH STREET
STROUDSBURG, MONROE COUNTY,
PENNSYLVANIA 18360

Benchmark
CIVIL ENGINEERING SERVICES, INC.
1727 JONATHAN STREET
ALLENTOWN, PA 18104
610.776.6700 610.776.1190 FAX
www.bencivil.com

611 LAND DEVELOPMENT, LLC
S.R. 0611
POCONO & HAMILTON TOWNSHIPS
MONROE COUNTY, PA

SCALE: 1" = 50'
PLAN DATE: 04/02/24
SHT. NO.: 1 OF 1
DWG. FILE: 268013
DWG. NO.:
SEW1



Windows Printer Test Page

You have correctly installed your Kyocera TASKalfa 2552ci KX on POCONOTOWNSHIP.

PRINTER PROPERTIES

Submitted Time: 3:04:10 PM
Date: 12/12/2024
User Name: AzureAD\JerrodBelvin
Computer Name: POCONOTOWNSHIP
Printer Name: Kyocera Back
Printer Model: Kyocera TASKalfa 2552ci KX
Color Support: Yes
Port Name(s): 192.168.1.22
Data Format: RAW
Print Processor: winprint
OS Environment: Windows x64

PRINT DRIVER PROPERTIES

Driver Name: Kyocera TASKalfa 2552ci KX
Driver Type: Type 3 - User Mode
Driver Version: 8.5.2222.0

ADDITIONAL PRINT DRIVER FILES

C:\Windows\system32\spool\DRIVERS\x64\3\KMBase2.XML
C:\Windows\system32\spool\DRIVERS\x64\3\KMFS85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMRF85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMRC85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMCR85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KM3D85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KM3M85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPE85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMWM85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPE85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPO85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMSP85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMCO85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPC85MM.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPLSW02.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPLSWIP.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMPLID01.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KMIEDIT.DLL
C:\Windows\system32\spool\DRIVERS\x64\3\KCMV3D.INI
C:\Windows\system32\spool\DRIVERS\x64\3\CONFIDENTIAL.MIE
C:\Windows\system32\spool\DRIVERS\x64\3\NOCOPY.MIE
C:\Windows\system32\spool\DRIVERS\x64\3\KMPPVW.EXE
C:\Windows\system32\spool\DRIVERS\x64\3\KMPOPUPMGR.EXE
C:\Windows\system32\spool\DRIVERS\x64\3\PMCLIENT2.DLL

...



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: December 10, 2024

Following is a report of the Zoning and Building Code Office's activity from November 26th to December 11th.

Permits Issued: 17

Zoning Permits: 2

Commercial – 0
Residential – 2

New Construction: 0

Commercial – 0
Residential – 0

Building Permits: 8

Commercial – 1
Residential – 7

Certificate of Occupancy – 5

Driveway – 0

TDU – 2

Enforcement Actions:

- December 2, 2024 – 3118 Route 715 – Enforcement Notice and Posted on Property – Operating a TDU without an active TDU license. The property owner has contacted the Zoning Office and submitted a Transient Dwelling Unit application.
- December 2, 2024 – 3122 Route 715 – Enforcement Notice and Posted on Property – Operating a TDU without an active TDU license. The property owner has contacted the Zoning Office and submitted a Transient Dwelling Unit application.
- December 2, 2024 – 15 Ski Side – Enforcement Notice and Posted on Property – Establishing a Transient Dwelling Unit on the subject property. The property owner has contracted the Zoning Office and obtained copies of a zoning permit application and TDU application.
- December 2, 2024 – 20 Ski Side – Enforcement Notice and Posted on Property – Operating a TDU without an active TDU license. The property owner has contacted the Zoning Office and submitted a Transient Dwelling Unit application.
- December 2, 2024 – 111 High Mountain Lane – Enforcement Notice and Posted on Property – Establishing a Transient Dwelling Unit on the subject property.
- December 4, 2024 – 3111 Wiscasset Drive – Letter – Displaying feather flags on the subject property in violation of the Township Zoning Ordinance.
- December 4, 2024 – 107 Rose Street – Letter – Displaying feather flags on the subject property in violation of the Township Zoning Ordinance.
- December 5, 2024 – 1231 Sky View Drive – Enforcement Notice – Establishing a Transient Dwelling Unit in the R-1 Zoning District.

- December 5, 2024 – 1832 Sullivan Trail – Letter – Displaying feather flags on the subject property in violation of the Township Zoning Ordinance.
- December 10, 2024 – 5516 Rock Lane – Letter – A property maintenance letter for permitting the accumulation of municipal waste on the subject property.
- December 10, 2024 – 227 Camelback Road – Enforcement Notice, Emailed, and Posted on Property – Operating a TDU without an active TDU license.

Previously Discussed Properties:

- 2193 Back Mountain Road (Swiftwater Solar) – A civil complaint was filed for performing site work on the subject property that is not compliant with the approved Land Development Plan and the SALDO Ordinance. The Township has reached a settlement agreement on this matter. The settlement payment has not been received as of the date of this memorandum.

Closed Violations:

- 406 Cherry Lane Road – Construction activities were initiated on the subject property without first obtaining the required permits. A Non-Traffic Citation was filed for violations of the PA UCC. The property owner has since obtained the necessary permits and paid a settlement of \$500.00. The citations have been withdrawn from the District Magistrate's Office, and the violation has been closed.
- 111 High Mountain Lane – Establishing a Transient Dwelling Unit on the subject property. The property owner has since confirmed that they are not renting. The violation has been closed at this time, but we will monitor rental platforms to see if there is any activity on the property.

District Magistrate Hearings:

- 541 Upper Deer Valley Road – Eight (8) non-traffic citations were filed for operating a TDU without a license in violation of Chapter 302 of the Township Code of Ordinances. A hearing date has yet to be determined, as the District Magistrate has yet to receive a plea response for the citations.
- 145 Marcelle Terrace – A civil complaint was filed for establishing and operating a TDU in the R-1 Zoning District. This hearing has been scheduled for December 30, 2024, at 10:00 AM.
- 154 Ruby Lane – Two civil complaints have been filed for failure to exercise suitable control over the dogs on the property was filed with the District Magistrates Office. The hearings have been scheduled for December 19, 2024, at 2:00 PM and January 13, 2024, at 10:00 AM.
- 585 Railroad Drive – A civil complaint is likely to be filed for failure to comply with the requirements of the Subdivision and Land Development Ordinance in violation of Section 470-132 of the Township Zoning Ordinance. Additional discussions with the Township Solicitor will be necessary before proceeding with the filing.

Upcoming Public Hearings:

- There are currently no public hearings scheduled.

Vector Solutions Agreement

From Leo Devito <leodevito@broughal-devito.com>

Date Thu 10/17/2024 3:41 PM

To Jerrod Belvin <JBelvin@poconopa.gov>

Cc John Harrison <johnharrison@broughal-devito.com>

Jerrod—

Following are my comments to this Agreement:

1. Term and Condition 7—This is a four (4) year contract/commitment with an automatic renewal for four (4) years, unless terminated by at least 60 days written notice. Are we sure that the Township is willing to commit to a 4 year term? We should avoid the situation we have with the accounting software. To do so, I would include a provision that permits the Township to terminate this agreement at any time by providing 60 days notice of its intent to do so, In addition, the renewal provision should be for one year terms not 4.
2. Term and Condition 6—Because of the way the meetings fall, the 10 day late fee and accruing interest needs to be removed.
3. Term and Condition 5—Are you OK with an annual 5% increase? At the 4th year the annual fee will be roughly \$6,800.00.
4. Term and Condition 3—The minimum annual commitment is based on 22 users. If there is a staff reduction below that number, the Township is still committed to paying the minimum based upon 22 users. This should be revised perhaps by stating that the minimum users and associated fee will be established at the beginning of each contract year.
5. General Term 3.3—This provision should provide for notice and an opportunity to cure any delinquent payment, prior to them being able to suspend the services.
6. General Term 3.4—Note, the Township will have to provide the provider with the tax exempt status of the Township.
7. The Agreement needs to be with the Township, NOT the Police Department.
8. General Term 7—This is a significant limitation of damages and should be stricken.

Please let me know if you have any questions.

Leo V. DeVito, Jr., Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018
(O): (610)-865-3664
(F): (610)-865-0969
leodevito@broughal-devito.com

The contents of this message may be privileged and confidential. Therefore, if you receive this message in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without permission of the author.

**TargetSolutions Learning, LLC Agreement
Schedule A****Date:** Wednesday, October 16, 2024**Client Information**

Client Name: POCONO TOWNSHIP POLICE DEPARTMENT (PA)	
Address: 110 Township Drive Tannersville, PA 18372	
Primary Contact Name: Eric Rath	Primary Contact Phone: 5706297200

Agreement Term

Effective Date: 10/21/24	Initial Term: 36 months
---------------------------------	--------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:		
Billing Address: 110 Township Drive Tannersville, PA 18372	Billing Phone:	
	Billing Email:	
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
LEBDL2	Law Enforcement Bundle - Train and Retain	Law Enforcement Bundle - Train and Retain	22	\$171.00	\$3,762.00
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)		22	\$0.00	\$0.00
TSLELIB	Law Enforcement Online Course Catalog	Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals	22	\$0.00	\$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)		22	\$0.00	\$0.00

VGS-GTBUNDLE	Guardian Tracking (Bundle)		22	\$0.00	\$0.00
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$391.50	\$391.50

Annual Total: \$4,153.50

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
PSIMP-BUNDLE	Bundle Implementation		1	\$1,440.00	\$1,440.00

One-Time Total: \$1,440.00

Grand Total (including Annual and One-Time): \$5,593.50

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

110 Township Drive
Tannersville, PA 18372

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. Authorized Users. **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.

2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.

3. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.

4. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.

5. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions

POCONO TOWNSHIP POLICE DEPARTMENT
110 Township Drive
Tannersville, PA 18372

4890 W. Kennedy Blvd, Suite 300

Tampa, FL 33609

By: _____

By: _____

Printed Name: Jonathan Mitchell

Printed Name: James Wagner

Title: Vice President of Sales

Title: Chief of Police

Date: _____

Date: _____



Versaterm Public Safety US, Inc.
1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Company Information

Prepared By	Dylan Simkin	Email	dylan.simkin@versaterm.com
Quote Name	Pocono Township Police Department (PA) - IAPro, BlueTeam, Portal (Cloud) Quote	Quote Number	00005954
Created Date	2024-08-07	Expiration Date	2025-03-31

Customer Information

Contact Name	Eric Rath	Phone	+15707307085
Title	Sergeant	Email	erath@poconopd.org
Account Name	Pocono Township Police Department (PA)	Bill To	P.O. Box 197 Tannersville PA 18372 USA

Quote Line Items

Product	Billing Type	Quantity	Sales Price	Total Price
IAPro NextGen Subscription (Cloud)	Recurring	1.00	USD 3,000.00	USD 3,000.00
IAPro NextGen Training per Day	One-Time	2.00	USD 1,500.00	USD 3,000.00
BlueTeam NextGen Subscription (Cloud)	Recurring	1.00	USD 3,000.00	USD 3,000.00
BlueTeam NextGen Training per Day	One-Time	1.00	USD 1,500.00	USD 1,500.00
Public Portal Subscription (Cloud)	Recurring	1.00	USD 3,000.00	USD 3,000.00
Public Portal Training	One-Time	1.00	USD 0.00	USD 0.00
Cloud Hosting Bundle	Recurring	1.00	USD 7,500.00	USD 7,500.00
Travel Expenses	One-Time	1.00	USD 1,000.00	USD 1,000.00

Totals

Quote Currency	USD	One-Time Charge	USD 5,500.00
Net Terms	Net 30	Total	
		Recurring Charge	USD 16,500.00
		Total	
		Subtotal	USD 22,000.00
		Grand Total	USD 22,000.00

Invoicing Procedures

Invoicing Notes: 5% increase to recurring costs each year.

Terms and Conditions

TERM:

By signing this quote, the Customer is hereby bound to the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-208175	Order #:	Q-345981
Customer:	Pocono Township Police Department (PA)	Valid Until:	12/20/2024
Effective Employee Count:	22	Start Date:	Last signature date
Sales Rep:	Coltan Carrier		
Customer Contact		Shipping Contact	
Billing Contact:	Pocono Township Police Department (PA) James Wagner	Shipping Contact:	Pocono Township Police Department (PA) James Wagner
Billing Address:	110 Township Drive Tannersville, PA 18372	Shipping Address:	110 Township Drive Tannersville, PA 18372
Billing Contact Email:	jwagner@poconopd.org	Shipping Contact Email:	jwagner@poconopd.org
Billing Phone:	5706297200 ext 234	Shipping Phone:	5706297200 ext 234
Payment Terms		Notes:	
Payment Term:	Net 30		
PO Number:			
Subscription Service			

Year 1

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	12	22	Employee Based	\$6,000.00
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking					
PowerIA Setup	Services	12	22	Employee Based	\$4,000.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, legacy data import from CSV, user-materials, and an implementation consultant.					
PowerAction Subscription	Recurring	12	22	Employee Based	\$5,500.00
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs.					
PowerAction Setup	Services	12	22	Employee Based	\$3,750.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, user-materials, and an implementation consultant.					
PowerVitals Subscription	Recurring	12	22	Employee Based	\$7,500.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.					
PowerVitals Setup	Services	12	22	Employee Based	\$5,000.00
The one-time implementation fee to build the site includes access to online resources , system configuration training, train the trainer, user-materials, and an implementation consultant.					
PowerLine Subscription (Attach)	Recurring	12	22	Employee Based	\$0.00
The PowerLine annual subscription provides and agency-wide license for access to the Android and iOS wellness application. Includes access to the nationwide peer volunteer network, library of wellness content and ability to access department-loaded local wellness resources.					
PowerLine Setup	Services	12	22	Employee Based	\$0.00

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
Includes the onboarding services to assist in the implementation and set up of the PowerLine product. Includes the workshops and services described in the Statement of Work.					
Year 1 TOTAL:					\$31,750.00

Year 2

Item	Type	Term (Months)	Qty.	License Type	Total (USD)
PowerIA Subscription	Recurring	12	22	Employee Based	\$6,300.00
The PowerIA Annual subscription provides an agency-specific license for the use of the PowerIA modules for Internal Affairs case management and internal and external complaint management and tracking					
PowerAction Subscription	Recurring	12	22	Employee Based	\$5,775.00
The PowerAction Annual subscription provides an agency-specific license for the use of the PowerAction modules for collecting, tracking and reporting on actions taken by officers from a standard library of reports, that can be tailored to agency needs					
PowerVitals Subscription	Recurring	12	22	Employee Based	\$7,875.00
The PowerVitals Annual subscription provides an agency-specific license for the use the PowerVitals module that provides tracking of indicators, alerts and assistance plans for early indication and intervention of officers by supervisors.					
PowerLine Subscription (Attach)	Recurring	12	22	Employee Based	\$0.00
The PowerLine annual subscription provides and agency-wide license for access to the Android and iOS wellness application. Includes access to the nationwide peer volunteer network, library of wellness content and ability to access department-loaded local wellness resources.					
Year 2 TOTAL:					\$19,950.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/Service-Specifications>.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

POCONO TOWNSHIP PLAN STATUS

12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	8/13/2024	Cond. <u>Preliminary</u> Approval 2/28/22	Cond. <u>Preliminary</u> Approval 3/7/22					
1388		2130146R	Stadden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/19/23					
PRD TENTATIVE PLAN APPROVAL													
1388		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Row 11/17/23		Tentative Plan Approved 11/16/24					
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	6/5/2018				
1341		1730043R	SAPA Poconos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 4/17/25				
1313		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 2/6/25	8/6/2024	11/6/2024		Extension Requested 1/25/24
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Dev't	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Pending Withdrawal
1383		2130157R	Sanofi Pasteur B-55 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	12/6/2022				
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 7/10/2023	Conditional Approval 11/6/23	11/6/2025	5/6/2025	8/6/2025		Extension Received 10/7/24
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Dev't	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23	10/18/2024	4/18/2024	7/18/2024		
1412	POCO-R0620	2330209R	GWL Employee Housing (4/10/23)	Land Dev't	Final	8/1/2023	Conditional Approval 7/10/23	Conditional Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Ertle Development Wawa (10/10/23)	Land Dev't	Prelim/Final	8/20/2024	Conditional Approval 4/8/24	Conditional Approval 5/6/24	5/6/2025	11/6/2024	2/6/2025		
1427	POCO-R0760	-	Wehr Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/3/24	9/3/2025	3/3/2025	6/3/2025		
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24	9/3/2025	3/3/2025	6/3/2025		

POCONO TOWNSHIP PLAN STATUS

12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24	10/7/2025	4/7/2025	7/7/2025		
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		
1431	POCO-R0810	-	Iroquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/8/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1433	POCO-R0920	-	Terrey - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24	10/21/2025	4/21/2025	7/21/2025		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. Encl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					

POCONO TOWNSHIP PLAN STATUS
12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Dev't	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/20/22	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Dev't	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/28/2024	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Dev't	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 Dev't	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Dev't	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 Dev't	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 Dev't	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 Dev't	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 9/9/21	BOC Approved 8/16/21				10/20/21	
1385	N/A	2130163R	Vassallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/24	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Dev't	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Dev't	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/20/22	
1393	POCO-R0625	2230179R	Cherry Lane Dev't Partners (Wawa-Tannersville Inn) (8/8/21)	Land Dev't	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 Dev't	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/20/22	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/20/22	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/20/22	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Dev't	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	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	
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolid. (10/10/23)	Land Dev't & Lot Consolid.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/18/24				10/30/2024	

POCONO TOWNSHIP PLAN STATUS
12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolid.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/24	
1432	POCO-R0880		Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/24	

POCONO TOWNSHIP PLAN STATUS
12/16/2024

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DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Dev't (08/13/13)	Commercial Land Dev't	Prelim	unknown date	Recommended Denial 5/24/21	BOC Rejected 06/21/21					Appealed
	N/A	2030121R	Zitro & Roni Investments	Comm/Res Land Dev't	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC 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 Dev't	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Dev't	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn

POCONO TOWNSHIP PLAN STATUS
12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
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 & 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		2330228R	Harmony Domes 310 Hallet Road	Land Devt					8/29/2023			
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					3/11/2024			
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scottrun Avenue	Land Devt					11/26/2024			
Final Plans Under Consideration												
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	4/18/2025	3/10/2025	4/7/2025	5/7/2024	12/9/2025		Extension rec'd 12/4
1426	POCO-R0750	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	3/6/2025	2/10/2025	3/3/2025	6/26/2024	12/9/2025		2 mo. extension rec'd on 12/4
Preliminary Plans Under Consideration												
1421	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	3/9/2025	2/10/2025	3/3/2025		12/9/2025		
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Prelim/Final	1/31/2025	1/13/2025	1/21/2025	10/9/2024	12/9/2025		Extension to 1/31 rec'd 11/6
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	2/28/2025	2/10/2025	2/18/2025	10/22/2024	12/9/2025		Extension to 2/28 rec'd 12/5
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	3/9/2025	2/10/2025	3/3/2025	10/1/2024	12/9/2025		90 day extension rec'd 11/4

POCONO TOWNSHIP PLAN STATUS
12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Prelim	4/18/2025	3/10/2025	4/7/2025	5/7/2024	12/9/2025		Extension rec'd 10/9
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	3/4/2025	2/10/2025	3/3/2025	8/15/2024	12/9/2025		60 day extension rec'd 11/21
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	3/9/2025	2/10/2025	3/13/2025	2/23/2024	12/9/2025		6 month extension rec'd 8/8/24
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	2/11/2025	1/13/2025	2/3/2025	1/25/2024	12/9/2025		90 day extension rec'd 10/9
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	12/9/2025		Extension rec'd 12/6/25
Land Development Waiver Applications Under Consideration												

POCONO TOWNSHIP PLAN STATUS
12/16/2024

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
Pending BOC Decision												
	POCO-R1020	-	Mountain Villa Resort	Waiver	-	N/A	N/A		12/5/2024		PC Denial 12/9/24	
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	N/A	N/A		11/22/2024		N/A	
1435	POCO-R0960	-	Persoleo Lot Joinder	Lot Comb.	Final	N/A	N/A		11/22/2024		N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												

Pocono Township Parks and Recreation

All Sports Field Use Policy

1. Registration for league play must be submitted and approved by Pocono Township. This can be done by completing the appropriate forms in person. All documentation must be provided at the time of registration.
2. Fields must be reserved prior to use. Any field NOT reserved may NOT be used.
3. Fields may be closed by the Township for any reason, in particular inclement weather, field maintenance, treatment, etc.
4. 48-hour advance notice must be provided for events requiring lines, additional grooming or other park staff support.
5. Each organization may use the field a maximum of two days per week each. Additional days will require additional board approval
6. Pocono Township must be named insured on all COIs from organization.
7. Contact information for league/team representative must be provided, to allow notification of scheduling changes/field closure.
8. All other park rules must be followed.
9. Per season fee for any league is \$250.00 (excluding PMELL)