



POCONO TOWNSHIP COMMISSIONERS
AGENDA

February 3, 2025 | 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=Q1VtaFVkVEpRWTUvdIFrSHJ1cE1Td09>

Open Meeting

Pledge of Allegiance

Public Comment

Limited to 5 minutes per person, please state your name and if you are a Pocono Township Resident.

Announcements

Presentations

Joe Zbylicki from Pocono Mountain East Little League

UCC Interviews

Kyle VanFleet, R. Douglas Olmstead, P.E.

- Motion to appoint _____,
_____ to the UCC Board. **(Possible Action Item)**

Hearings - None

Resolutions

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the January 21, 2025 regular meeting of the Board of Commissioners.
 - Financial transactions through January 28, 2025 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers in the amount of \$235,261.24. **(Action Items)**

NEW BUSINESS

Personnel – None

Report of the President

Richard Wielebinski

- Motion to purchase countertops/cabinets/sink for employee cafeteria from Lowes in the amount of \$13,867.06. **(Possible Action Item)**
- Motion to approve the reduction of Trapasso Hotel Land Development construction escrow by the amount remaining in their Land Development Escrow account. **(Possible Action Item)**
- Motion to authorize Township Manager blanket authorization in the amount of \$ 160,000 for purposes of NCC: Furniture, Access Control, Appliances, Audio/Visual, etc. as marked in cost comparison for Administrative Wing, utilizing Costars vendors or PA procurement standards. **(Possible Action Item)**
- Discussion & selection of Main Signage for NCC & Administration Sign.
- Motion to choose design(s) _____ and purchase from Bartush signs a costars vendor in the amount of: _____ **(Possible Action Item)**.
- Motion to waive Pavillion Park Rental Fees at Mountain View Park for August 12 **(Possible Action Item)**

Commissioner Comments

Natasha Leap – Vice President

- Laurel Lake Discussion
- Motion to contract with Build-All (Costars Vendor) to build the Administrative & “Wedge” entrances to match the police entrance in the amount of \$94,070.00 **(Possible Action Item)**

Ellen Gndt – Commissioner

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

Brian Winot – Commissioner

- Discussion on “Big Brown” Billboard.
- Motion to collaborate with PennDOT on the realignment detour by providing assistance and construction signage for local businesses affected by the detour and assume financial responsibility for signage if PennDOT does not fund these measures. **(Possible Action Item)**

Mike Velardi – Commissioner

Reports

Zoning – Report Attached

Police Report

Township Manager’s Report

- County Hazard Mitigation Update
- Update Green Light Go
- LERTA Update
- NCC Update

Public Works Report

- Sewer Business Update
- Motion to authorize sewer reservation of 45 EDUs to 3481 Route 611, Bartonsville, PA 18321, 611 Land Development LLC. ***(Possible Action Item)***
- Discussion and clarification on sewer reservation fees. ***(Possible Action Item)***
- Motion to allow the manager and public works director to administer the sewer reservation in accordance with Resolution 2013-27 ***(Possible Action Item)***
- MCTI Sewer Connect
- Current Public Works Projects
- Motion to authorize the purchase of one New 2024 Caterpillar Broom, Pickup, BP25, 24V in the amount of \$20,600.00 ***(Possible Action Item)***
- Parks Update
- Motion to hire Brian Espenshade as the full-time parks lead at a rate of \$24.62/hr. as marked in the 2025 budget. ***(Possible Action Item)***
- Sullivan Trail Expansion

Township Events Report

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
- Motion to advertise Nuisance Ordinance. ***(Possible Action Item)***
- Food Truck Ordinance Discussion & Advertisement ***(Possible Action Item)***
- General legal update
- Update – Archer Lane
- Learn Road Easement Process
- TASA Sidewalk Update – Easements

Public Comment

Adjournment

UCC Board Position

As a current member of the Pocono Township Planning Commission, I am writing to express my interest in a position on the UCC board. With over 30 years in the construction industry and lifelong residency of Pocono Township, I feel I can provide valuable knowledge, service and representation for the residents of Pocono Township. Nearly all my life I have been involved the construction Industry. At a very young age I was a heavy equipment operator digging foundations and building septic systems all over Pocono Township and Monroe County, for many different builders. I even swung a hammer now and then for a few of them.

While in high school studied welding at MCTI. I continued on to college starting out in civil engineering but ultimately graduating in 2008 with a degree in Welding and Fabrication Engineering. Upon graduating, I continued with self-employment as owner of VanFleet Welding, while also working at night for 2 years at the Tobyhanna Army Depot for Lockheed Martin.

In 2015 I became a certified welding inspector and took on the role of senior steel technician with Pennoni Associates. During my time with Pennoni as an inspector, I worked on several high-profile jobs throughout the Northeast representing more than 13 different departments of transportation and a large number of municipalities in areas concerning steel construction focusing largely on bridges and high-rise buildings. As an inspector representing the NYC DOT on one of the largest privately funded construction sites in the United States, The Hudson Yards, I have been in some situations many people would be unfamiliar with when it comes QA and QC related issues. The pressure can be immense at times, and you're not always liked, but code is law and public safety is paramount.

In 2016 I took a job with Durr Mechanical Construction as the fabrication shop manager and company welding inspector while working part time for Pennoni. Durr Mechanical used to occupy what is now the Kubota dealership across from Old Dominion and was one of the largest industrial mechanical contractors in the New York City area. I oversaw fabrication of piping for several heavy industrial applications mostly consisting of powerhouse construction steam transmission and process piping. Durr Mechanical has since gone out of business and I continue my profession in the construction industry as owner of VanFleet Welding.

Over my 23 years in business, I have worked on some of the larger projects in our area and the Northeast building several indoor water parks all over the United States including the Bahamas. I have also been a part of several large jobs at the Tobyhanna army Depot and Picatinny Arsenal. I am quite familiar with construction practices safety standards and codes. It's important to how to use and interpret the code books because codes can change over time, and some codes can conflict with other codes. Codes also have legal precedence.

Since 2017 I also work on occasion for the Gerson Lehrman Group as a consultant and professional witness on legal matters concerning steel construction and fabrication. I would also like to note my 15 years of service as a volunteer firefighter with Pocono Township. Building construction is very important when it comes to fighting fire. The materials used as well as the means and methods used in the time period all come into play when it comes to safety of the residents and more importantly our volunteer firefighters. Only a firefighter would know what I'm talking about. With all that I have mentioned I believe my experience is valuable and would like to thank you for your consideration of UCC board member. The following pages consist of a resume and all of my construction related credentials for reference.

Regards,

Kyle VanFleet

Kyle VanFleet

P.O. Box 307
Scotrun, Pa. 18355
(570)-460-7348

Objective

To illustrate the skills and educational background of Kyle VanFleet as a high caliber professional, consultant, and business manager in the field of welding and the construction industry in general and possible member of the Pocono Township UCC Board.

Skills

- Bachelors in Welding and Fabrication Engineering
 - Covered such areas as
 - Strength of materials
 - Metallurgy
 - Economics
 - Manufacturing
 - Robotics
 - Weld design
 - Accounting
 - Quality Assurance
 - Statistics, lean manufacturing, and six sigma,
 - Research and design
- 23 years' experience in the welding field
 - Self-employed for 23 years as VanFleet Welding LLC.
 - Employed 3 full time employees
 - Experienced in FCAW, SAW, TIG, MIG, SMAW, Oxy-fuel welding and cutting, Plasma cutting, Robotics, and CNC
 - Proficient in CAD
 - Proficient in NDT
 - Worked in a large variety of places commercial and industrial and government
 - Capable of welding pipe and plate in all positions stainless steel, steel, and Aluminum
 - Certified Welding Inspector AWS CWI # 15032641
- 26 years' experience in Excavating
 - Capable of general mechanical repairs
 - Capable of operating heavy equipment of all shape and sizes
 - Experienced with transits and basic surveying
 - 10 years' experience as a Foreman
 - Basic 220 and 110 electrical and plumbing with copper, HDPE, PVC, and metal pipe

October-November 2016 - October 2018

Durr Mechanical Construction

- Fabrication Shop Manager
- Work involves QA/QC and scheduling
- Manage 10+ employees
- Shop work is power and process piping
- worked on a PSEG power plant in Sewaren NJ among several others

June 2017-Present

GLG Consultants

- Welding consultant
- Professional Witness

April 2015 - October 2018

Pennoni Associates, King of Prussia, Pa (610)-277-2402

- Senior Structural Steel Technician
 - AWS Certified Welding Inspector
 - Bridge and high-rise building inspector
 - Mag particle level 2
 - Ultra sound level 2
 - QA inspector for NYC DOT, PENN DOT, CON DOT, DEL DOT, IN DOT, NYTA, MASS DOT, and other private entities

2008-2010

Carrier Institute of Technology

- Substitute teacher

2008-2010

Monroe County Career and Technical Institute

- Night school welding instructor
- Member of the Occupational Advisory Comity
- Member of the Perkins Planning Comity
- Substitute teacher

August 2009-2010

DS2/Defense Support Services LLC

- Welder at TYAD

- 15 years' experience as a volunteer firefighter with Pocono twp.
 - Experienced in
 - Firefighting
 - CPR
 - Fire prevention
 - HAZ-MAT
 - Safety
 - Blood borne pathogens
- Certifications and Skills Summary
 - CDL driver's license Class A Tanker endorsement
 - Completed OSHA 30-hour General Industry Safety and Health course
 - Completed OPSEC Awareness and AT training for Military Employees
 - Certified Welding Inspector
 - Certified Aerial Lift Trainer
 - Completed EM 385 24-hour course
 - AWS/ASME Certified Welder
 - Completed Pennsylvania Essentials of Firefighting Training
 - Certified Rigger as per OSHA 29 CFR 1926.753
 - Certificate of Completion for SSTC High Strength Bolting of Steel Structures
 - Qualified Level 2 MAG Particle NDT
 - Ultra Sound NTD Level 1 and 2 Certification
 - Bachelors in Welding and Fabrication Engineering

Employment

1991-2015

DeHaven's Excavating Scotrun, Pa (570)-629-5377

- Heavy equipment operator, truck driver, and Foreman.
- Family owned (help when needed and when available)

November 2002-Present

VanFleet Welding Stroudsburg, Pa. (570)-460-7348

- Owner
- Work includes mobile welding as well as in house fabrication
- CNC plasma cutting
- Involves a great deal of weld design and problem solving
- Involves working with people and coordinating tasks
- Management of 3 full time employees over the 21 years
- AWS Certified Welding Inspector
- Consultations and inspections
- Worked on several high-profile commercial and industrial construction projects across the US and in the Bahamas

July 2017- current

Gerson Lehrman Group

- Welding Expert / Consultant and Professional Witness

Education

1992-2004

Pocono Mountain School District

K-12, Graduated in May 2004

2001-2004

Monroe County Technical Institute

Welding program, graduated top of the welding class, VICA member and President of AWS for the student body

2004-2008

Pennsylvania College of Technology

- 1 semester of Civil Engineering
- Graduated with a bachelor's degree in Welding and Fabrication Engineering Technology

References

WWW.VANFLEETWELDING.COM

- Available upon request



Certificate Number: 306223

CERTIFICATE OF COMPLETION

is awarded to

Kyle VanFleet

of VanFleet Welding for successful completion of

Aerial Lift/Scissor Lift Trainer's Certification

on 05/08/2019

Kyle VanFleet

Signature of Operator

www.AerialLiftCertification.com



Call Today! 888-699-4800

CERTIFIED OPERATOR: Kyle VanFleet

Completed Online Classroom Training:

**Aerial Lift/Scissor Lift Trainer's
Certification**

3-YEAR RE-EVAL DUE:
Contact AerialLiftCertification.com
for re-evaluation form.



Professional Excellence in Safety **888-699-4800**

CERTIFIED OPERATOR: Kyle VanFleet

Completed Online Classroom Training:

**Aerial Lift/Scissor Lift Trainer's
Certification**

3-YEAR RE-EVAL DUE:
Contact AerialLiftCertification.net
for re-evaluation form.



Professional Excellence in Safety **888-699-4800**



eTraining, Inc.

Certificate of Completion

This certifies that

Kyle VanFleet

has received training for successfully completing

Rigging Training

OSHA 29 CFR 1926.753 - 4 Hours

June 11, 2020

Certificate Number: **145543**

www.etraintoday.com

Niall O'Malley, President

Larry A. Baylor, VP Content Development

**24 HOUR COMPETENT PERSON
IN FALL PROTECTION TRAINING**

It is hereby certified that

Kyle VanFleet

has successfully completed 24 Hour
Competent Person in Fall Protection
Training in accordance with ANSI Z39.2
ANSI Z39.5, ANSI A10.32, 10.33

Jim Garbey

Trainer

04/2019

Completion Date

LancasterSafety.com
888-403-6026

OSHA

900046210

U.S. Department of Labor
Occupational Safety and Health Administration

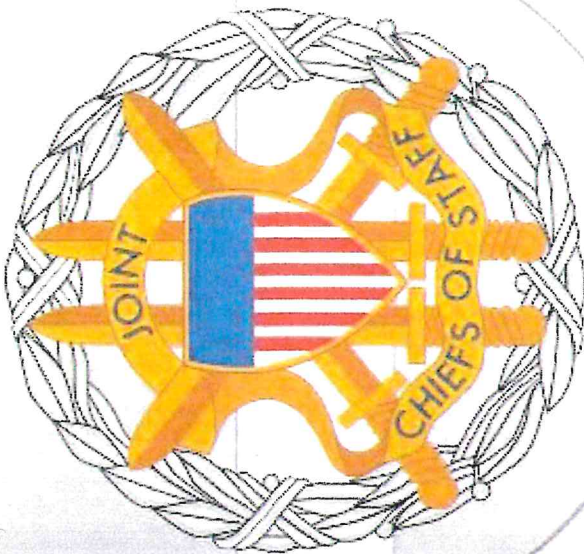
Kyle Van Fleet

has successfully completed a 30-hour Occupational Safety and Health
Training Course in

General Industry Safety & Health

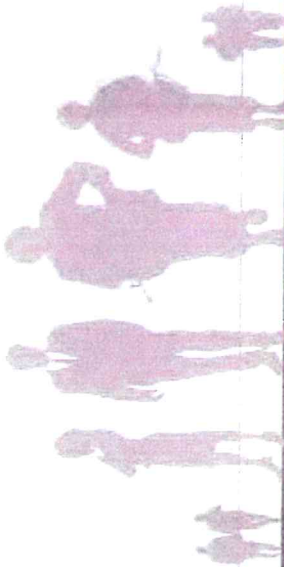
Ralph Coning / mr
(Trainer)

5/20/05
(Date)



JKO

JOINT KNOWLEDGE ONLINE



Kyle Vanfleet

has successfully completed

Level I Antiterrorism Awareness Training

05/13/2019



H.W. Thorp, Jr., GS-15
Chief, Joint Knowledge Online Division
Deputy Director Joint Training
Joint Staff, J7

This is an official course completion certificate from a JKO Standard course.
Standalone course completions are not tracked with JKO Standard course completions.



American Welding Society®

Certifies that Welding Inspector

Kyle Vanfleet

*has complied with the requirements of AWS QC1,
Standard for AWS Certification of Welding Inspectors*

15032641

CERTIFICATE NUMBER

Mar/01/2027

EXPIRATION DATE



Michael Spawitz

AWS PRESIDENT

Robert Dines

AWS QUALIFICATION & CERTIFICATION
COMMITTEE CHAIR

CENTER FOR DEVELOPMENT OF SECURITY EXCELLENCE

Certificate of Training

Security Awareness Hub

Kyle VanFleet

has successfully completed

**OPSEC Awareness for Military
Members, DoD Employees and
Contractors**



*Director of Center for Development
of Security Excellence*

Awarded on: 04/15/2019



Certificate of Completion

Self-Study Correspondence Course on
High-Strength Bolting of Steel Structures

completed by

Kyle VanFleet

Number 2015-SSB-637

April 13, 2015

Bolted Joints
Bolting Materials and Use
Turn-of-Nut Installation
Twist-Off-Type Tension-Control Bolt Installation
Direct Tension Indicator Installation
Calibrated Wrench Installation
Bolting Inspection

Robert E. Shaw, Jr. President

Steel Structures Technology Center, Inc.
5277 Leelanau Ct.
Howell, MI 48843
www.steelstructures.com



American Welding Society
8669 NW 36 St, #130 Miami, FL 33166-6672
(800) 443-9353 extension 273
Email certification@aws.org

VISUAL ACUITY FORM

Member #: 513875 Email address: KYLE@VANFLEETWELDING.COM Date: 2/6/2024
Last Name: VAN FLEET First Name: KYLE MI: N/A

Applicant

This form must be submitted for all SCWI/CWI/CAWI/CRI/CWEng applications ONLY.

AWS will not release exam results, recertification results, or renewals without a completed Visual Acuity Record on file.

IMPORTANT: This completed Visual Acuity Form must be sent to the AWS Certification Department along with the application. Applicants who have not fulfilled all requirements and/or have not submitted the form, shall have test scores/application voided and may be in jeopardy of forfeiting application fees. This form may be sent via email or mail.

Eye Examination

Eye examinations shall be administered by an Ophthalmologist, Optometrist, Medical Doctor, Registered Nurse or Certified Physician's Assistant or by other ophthalmic medical personnel and must include the state or province license number. Examinations shall be performed not more than one (1) year prior to the date of the certification examination or the expiration date for renewals and recertifications. New visual acuity records do not need to be supplied for retests occurring within one (1) year from the original examination date.

All applicants must pass an eye examination, with or without corrective lenses, to prove near vision acuity on Jaeger J2 at 12 in. or greater (≥ 30.5 cm). All applicants shall take a color perception test. Eye examination results must be documented on this Visual Acuity Record form supplied by the AWS Certification Department. No other forms will be accepted.

1. The following must be completed by the eye examiner:

A. Verify the customer's close vision acuity to Jaeger J2 specifications at a distance of 12 inches or greater (≥ 30.5 cm) (Check ONLY one of the following for each eye)

OD	OS	
☐	☐	Requires corrected vision to read Jaeger J2 at 12 in. or greater.
☒	☒	No correction is required to read Jaeger J2 at 12 in. or greater.
☐	☐	Unable to read Jaeger J2 at 12 in. or greater even with attempt at correction.

AWS Use Only

W

O

NQ

B. Through a color perception examination, is the applicant colorblind?

(Check ONLY one of the following for each eye)

OD	OS	
☒	☒	Customer IS NOT colorblind
☐	☐	Customer IS colorblind.

AWS Use Only

C

B

3. Examiner's Contact Information (print clearly)

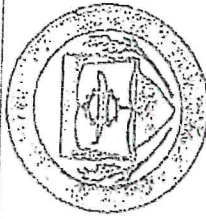
Customer Name: Kyle VanFleet Date of eye exam: Aug 1 2023
Examiner Name: Shondra E. Specialists Phone Number: 904 421 5342
Examiner Address: 2942 rt. 601
City: Tannersville State: NC Zip/Postal Code: 18372 Country: USA

4. Examiner professional status (check only one)

☐ Ophthalmologist ☒ Optometrist ☐ Medical Doctor ☐ Registered Nurse ☐ Certified Physician's Assistant

Examiner Signature: [Signature] State/Prov. License number: DEGW3166

Pennsylvania College of Technology
An affiliate of The Pennsylvania State University



*By authority of the Board of Directors
and upon the recommendation of the faculty, hereby confers upon*

Kyle Richard James VanFleet

the degree of

Bachelor of Science

in recognition of the completion of the major in

Welding and Fabrication Engineering Technology

*in testimony whereof the undersigned have subscribed their names and affixed the seal of the College
this 17th day of May, 2008, in the City of Williamsport, Commonwealth of Pennsylvania*

Robert J. Nink

Chairman, Board of Directors

David J. Kilmann

President



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

Non-Destructive Examination Qualification and Certification Record

Name: Kyle Van Fleet

Date Employed: 7 April 2015

Basis of Certification: Examination X Initial Examination Satisfactory Performance

Education & Training

High School Graduate: X Yes No
College Courses X Yes No
Certified Weld Inspector: X Yes No

Year Graduated: 2004
Year Graduated: 2008
Card Number: 15032641

Classroom Training

Date: UT Conducted by:
Date: RT Conducted by:
Date: 2008 MT 20 hours Conducted by: Mike Nau, Penn Tech
Date: PT Conducted by:

Experience

Experience Began (Year)	Discipline	Recent Certifications Company & Date	Operator	Surveillance
	RT			
	UT			
<u> 2015 </u>	MT	<u> Initial certification </u>	<u> X </u>	
	PT			

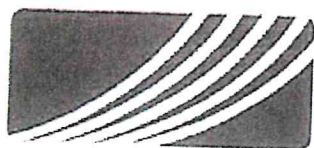
Level II Qualification Record – Pennoni Associates Inc.

Discipline	Examination Test Score				Administered By (date)	Expiration Date
	General (3)	Specific (3)	Practical (4)	Average		
*RT						
UT						
MT	<u> 26.4 </u>	<u> 27.6 </u>	<u> 32 </u>	<u> 86% </u>	<u> MEL 4/11/15 </u>	<u> 4/11/20 </u>
PT						

Inspection Supervisor
Mark E. Lara, ASNT Level III – 56705

Mark E. Lara

Eye Exam: J1- OK
 Pseudo-Isochromatic - OK



HELLIER

A Higher Level of Reliability

HELLIER AWARDS THIS CERTIFICATE TO:

Kyle VanFleet

IN RECOGNITION OF HAVING SUCCESSFULLY
COMPLETED AN EDUCATIONAL COURSE, AND
DEMONSTRATED PROFICIENCY BY SATISFACTORY
COMPLETION OF AN EXAMINATION ON THE SUBJECT OF

**ULTRASONIC TESTING
LEVEL II**

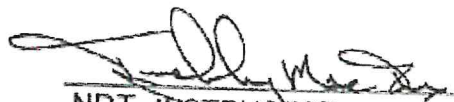
(40 HOURS)

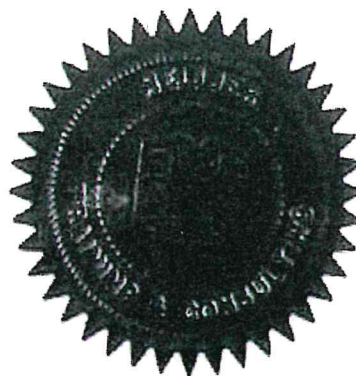
IN WITNESS THEREOF THESE SIGNATURES HAVE BEEN

HERETO AFFIXED

October 23, 2015


MANAGER


NDT INSTRUCTOR



TECHNICAL TRAINING & CONSULTING

a Rockwood Company



HELLIER

A Higher Level of Reliability

HELLIER AWARDS THIS CERTIFICATE TO:

Kyle Vanfleet

IN RECOGNITION OF HAVING SUCCESSFULLY
COMPLETED AN EDUCATIONAL COURSE, AND
DEMONSTRATED PROFICIENCY BY SATISFACTORY
COMPLETION OF AN EXAMINATION ON THE SUBJECT OF

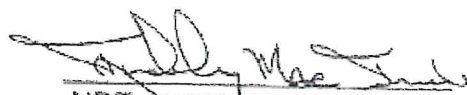
**ULTRASONIC TESTING
LEVEL I**

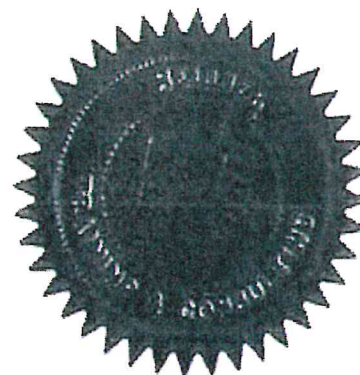
(40 HOURS)

IN WITNESS THEREOF THESE SIGNATURES HAVE BEEN
HERETO AFFIXED

October 16, 2015


MANAGER


NDT INSTRUCTOR



TECHNICAL TRAINING & CONSULTING

a Rockwood Company



WELDER QUALIFICATION TEST RECORD (WQTR)

Welder's Name: <u>Kyle VanFleet</u>	Social Security No.: <u>164724417</u>	Stamp No.: <u>KV4417</u>
Identification of WPS Followed: ☒ Test Coupon ☐ Production Weld		
Base Material(s): <u>ASTM A513 - 2.75" OD Pipe</u>	Thickness (in): <u>0.625</u>	

WELDING VARIABLES (QW-350)

ACTUAL VALUES

RANGE QUALIFIED

Welding process(es) used	SMAW	SMAW
Type(s)	Manual	Manual
Base metal P-No.: to P-No.	1	1
☐ Plate ☒ Pipe (enter diameter)	2-3/4"	1" and Greater
Backing (With, Without)	Without	both
Filler metal (SFA Spec. info. only)	5.1	5.1
Filler classification (info. only)	E6010/E7018	E6010/E7018
Filler Metal F-Number(s)	3,4	1,2,3,4
Filler Metal Product Form	Solid/Covered	Solid/Covered
Consumable Insert (GTAW or PAW)	N/A	N/A
Deposit thickness for each process:	N/A	N/A
Process 1: GTAW (3 layers min.)	N/A	N/A
Process 2: SMAW (3 layers min.)	N/A	N/A
Process 3: (3 layers min.)	N/A	N/A
Position (2G, 3G, 3F, etc)	6G	N/A
Vertical Progression (Uphill or Downhill)	both	All Positions
Inert gas backing (GTAW, PAW, GMAW)	N/A	both
GMAW transfer mode	N/A	N/A
GTAW welding current (type/polarity)	DCEP	N/A
		DCEP

INSPECTION RESULTS

Visual Examination of Completed Weld (QW-302.4): Satisfactory Date of test: 04/20/18

Bend Test: ☐ Transverse Root and Face Bends (QW-462.3 (a)) ☒ Side (QW-462.2)

Guided Bend Test (QW-160)

TYPE	RESULT	TYPE	RESULT	NOTES
Side	Accepted	Face	Accepted	No open defects of more than 1/8"
Side	Accepted	Face	Accepted	No open defects of more than 1/8"
Side	Accepted	Face	Accepted	No open defects of more than 1/8"
Side	Accepted	Face	Accepted	No open defects of more than 1/8"

Alternative Radiographic Examination Results (QW-191): N/A RT or UT: N/A

Fillet weld fracture test (QW-181.2): N/A Length and percent of defects: N/A

Macro examination (QW-184): N/A Fillet size N/A Concavity/convexity (in.): N/A

Other tests: N/A

Mechanical Testing Conducted By: Bill Salvadore Lab test number: 1.12.1 TYAD

Film or Specimens Evaluated By: Bill Salvadore Company: Bill Salvadore

Welding supervised by: 1

We certify that the statements in this record are correct and that the test coupons were prepared, welded, and tested in accordance with the requirements of Section IX of the ASME B & PV Code.

Organization: VanFleet Welding, LLC

Date: 4.20.2018

By: William Salvadore
CWI / Quality Manager 12040771 Exp 4.1.2021



Name	Kyle VanFleet	Test Date	7/6/2020	Rev.
ID Number	KVF4417	Record No.	6 9604, 9605	
Stamp No.	KVF4417	Std. Test No.	062020	
Company	VanFleet Welding	WPS No.	1-12-1	1
Division	Structural Welding	Qualified To	AWS D1.1 2015	

BASE METALS	Specification	Type or Grade	AWS Group No.	Size (NPS)	Schedule	Thickness	Diameter
Base Material	ASME	A106	1	2.5	EX HVY	.552	2.875
Welded To	ASME	A106	1	2.5	EX HVY	.552	2.875

VARIABLES	Actual Values	RANGE QUALIFIED
Type of Weld Joint	GROOVE OPEN ROOT (CJP)	GROOVE AND FILLET OPEN ROOT (CJP)
Base Metal	AWS GROUP 1	AWS GROUP 1

	Groove	Fillet	Groove	Fillet
Plate Thickness	N/A	N/A	UNLIMITED	UNLIMITED
Pipe/Tube Thickness	.552	N/A	UNLIMITED	UNLIMITED
Pipe Diameter	2.5	N/A	1" TO UNLIMITED	UNLIMITED

Welding Process	SMAW	SMAW
Type (Manual, Semiautomatic, Mechanized, Automatic)	MANUAL	MANUAL
Backing	NONE	WITH OR WITH OUT
Filler Metal (AWS Spec.)	A5.1	A5.XX
AWS Classification	E6010(ROOT) / E7018 (FILL)	ALL
F-Number	4	1-4
Position	6G	1G, 2G, 3G, 4G, 5G, AND 6G
Groove - Plate & Pipe $\geq$ 24 in	N/A	.125" UNLIMITED
Groove - Pipe $<$ 24 in	2.5"	1" DIA. TO UNLIMITED
Fillet - Plate & Pipe $\geq$ 24 in	N/A	UNLIMITED
Fillet - Pipe $<$ 24 in	N/A	1" DIA. TO UNLIMITED
Progression	UP HILL	UP HILL
GMAW Transfer Mode	N/A	N/A
Single or Multiple Electrodes	SINGLE	SINGLE
Gas/Flux Type	N/A	N/A

TEST RESULTS

Type of Test	Acceptance Criteria	Results	Remarks
SIDE BEND OF 4 SPECIMENS AS PER AWS D1.1 FIGURE 9.28	AWS D1.1 4.9.1		
SPECIMEN 1, 2, 3, AND 4	AWS D1.1 4.9.1	PASS	ALL 4 PASS WITH 0 INDICATIONS

CERTIFICATION

Test Conducted by	
Laboratory	TANNERSVILLE SHOP
Test Number	6
File Number	TYAD6

We, the undersigned, certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in accordance with the requirements of Clause 4 of AWS D1.1/D1.1M (2015) Structural Welding Code—Steel.
(year)

Manufacturer or Contractor VANFLEET WELDING

Authorized by

Date

[Signature]
CWL 12040771
4/1/2020
EXP. 4/1/2021

Company: DURE MECHANICAL CONSTRUCTION

Process	Root	Fill	Position	Progression	Current	Polarity	WTTI JOB #
SMAW	☐	☐					
GTAW	☐	☐					
FCAW	☐	☒	Groove	☒	DC ☒	EP ☒	J O B
GMAW	☒	☐					
SAW	☐	☐	Fillet	Down ☐	AC ☐	EN ☐	

New Pre-Qual ☒ New PQR ☐
Old Pre-Qual ☐ Old PQR ☐

AWS Spec		SFA Number		F Number		Diameter		A Num.	
57T E8805-B2	5.28	6	0.035"	3	0.045"	5.36	5	3	0.045"

Temperature N/A
Hold Time N/A

Element(s) N/A
Ratio (%) N/A
Flow Rate N/A

Without ☒
With ☐
Both Sides ☐

Size N/A
Type N/A

Gas Cup Size: 11A

Notes: Welded by Wyle Van Fleet V4417

Engr. Henry
CWF 11011051
QC1 EXP 1/1/2020

[illegible]

Total # of Passes:

VTI Witness:

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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201803025

DATE: 03/07/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: ASTM A387 Grade 11 CL 1/2 to ASTM A387 Grade 11 CL 1/2

THICKNESS: 1.50" to 1.50"

IDENTIFICATION ON SAMPLE: Delivered Coupon Identified as "Test A"

TYPE OF TEST: Test for Qualification of Procedure

GUIDED BEND TEST RESULTS

LAW BT-1, Current Revision

SPECIMEN ID	SPECIMEN TYPE & FIGURE NO.	RESULTS
1	Transverse Side Bend per QW-462.2	PASSED
2	Transverse Side Bend per QW-462.2	PASSED
3	Transverse Side Bend per QW-462.2	PASSED
4	Transverse Side Bend per QW-462.2	PASSED

TENSILE TEST RESULTS

LAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 75000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7490	1.4840	1.1120	97,600	87,790	BM-Ductile
2	0.7490	1.4770	1.1060	92,000	83,160	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID	RESULTS
1 Visual Inspection	PASSED

FINAL RESULTS: PASSED

COMMENTS: PWHT: See attached paperwork.

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: ANS

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12473

SIGNATURE:

QUALITY POLICY STATEMENT



The services reported in this document were performed in accordance with Welder Training and Testing Institute's Quality System, governed by Quality Manual, Rev. 17, 01/30/14 and AWS Accredited Test Facility (Cert. 8900201). WTTI is accredited by AZLA to ISO 17025 for the test methods listed on Testing Cert. 3439.01 and 3439.02. The Scope of Accreditation is available at www.wtti.com.

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CERTIFICATE OF CONFORMANCE

POST WELD HEAT TREATMENT

LABORATORY TEST NUMBERS: 201803026

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: ASTM SA 387 Grade P22 Class 2

Post weld heat treatment was performed on weld tests coupons witnessed by Durr Mechanical Construction, Inc. at WTTI.

Ramp Up Rate: 200° F per hour

Hold Temp: 1350° F

Hold Time: 2 hours

Ramp Down Rate: 100° F per Hour to ambient temperature.

CONDUCTED IN ACCORDANCE WITH: Customer Requirements

CERTIFIED BY: Matthew Young / WTTI

SIGNED BY: *Matthew Young*

DATE: 3-8-2018

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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201803026

DATE: 03/07/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: ASTM A387 Grade 22 CL 2 to ASTM A387 Grade 22 CL 2

THICKNESS: 1.50" to 1.50"

IDENTIFICATION ON SAMPLE: Delivered Coupon identified as "WPS: 5A-G-j"

TYPE OF TEST: Test for Qualification of Procedure

GUIDED BEND TEST RESULTS

IAW BT-1, Current Revision

SPECIMEN ID	SPECIMEN TYPE & FIGURE NO.	RESULTS
1	Transverse Side Bend per QW-462.2	PASSED
2	Transverse Side Bend per QW-462.2	PASSED
3	Transverse Side Bend per QW-462.2	PASSED
4	Transverse Side Bend per QW-462.2	PASSED

TENSILE TEST RESULTS

IAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 75000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7500	1.4700	1.1020	99,500	90,250	BM-Ductile
2	0.7500	1.4520	1.0890	101,100	92,880	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID	RESULTS
1 Visual Inspection	PASSED

FINAL RESULTS: PASSED

COMMENTS: PWHT: See attached paperwork.

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: ANS

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12473

SIGNATURE:

QUALITY POLICY STATEMENT



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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201804112

DATE: 04/12/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: A/SA-387 22 Cl. 2 to A/SA-387 22 Cl. 2

THICKNESS: 1.500"

IDENTIFICATION ON SAMPLE: Delivered Coupon Identified as WPS 5A-52-2

TYPE OF TEST: Test for Qualification of Procedure

GUIDED BEND TEST RESULTS

IAW BT-1, Current Revision

SPECIMEN ID

1
2
3
4

SPECIMEN TYPE & FIGURE NO.

Transverse Side Bend per QW-462.2
Transverse Side Bend per QW-462.2
Transverse Side Bend per QW-462.2
Transverse Side Bend per QW-462.2

RESULTS

PASSED
PASSED
PASSED
PASSED

TENSILE TEST RESULTS

IAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 75,000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7500	1.4500	1.0800	98,000	90,740	BM-Ductile
2	0.7500	1.5300	1.1400	96,700	84,824	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID

1

Visual Inspection

RESULTS

PASSED

FINAL RESULTS: PASSED

COMMENTS: PWHT @ 1350F for 1.5 hours.

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: MJY

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12759

SIGNATURE:

QUALITY POLICY STATEMENT

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CODE (Circle One): D1.1 / D1.2 / D1.5 / D1.6 / **ASME IX** / NAVSEA 248 / D17.1 / B2.1 / D15.1

Company: DURE MECHANICAL CONSTRUCTION

Mon	Tues	Wed	Thur	Fri	Sat	Sun	Date(s)	Time
				9			MARCH	2:45 pm

Process	Root	Fill	Position	Progression	Current	Polarity	WTTI JOB #
SMAW	☐	☒	1 2 3 4 5 6				
GTAW	☐	☐	Groove ☒ ☐ ☐ ☐ ☐	Uphill ☒	DC ☒	EP ☒	J O B
FCAW	☐	☐	1 2 3 4 5				
GMAW	☒	☐	Fillet ☐ ☐ ☐ ☐ ☐	Down ☒	AC ☐	EN ☐	
SAW	☐	☐					

WPS 5A-52-2

New Pre-Qual ☐ New PQR ☒
Old Pre-Qual ☐ Old PQR ☐

Base Metal(s)	
Material Spec	A387 to A387
Type or Grade	P22 to P22
Thickness	1.5 in. to 1.5 in.
Diameter	N/A to N/A

Filler Metal(s)	
AWS Spec	Stt E1905-B3 / 9018-LM
SFA Number	5.1.8 / A5.5
F Number	6 / 4
Diameter	035 / 1/8"
	4 / 4

Preheat 300
Preheat Min _____
Innerpass Max 750

PWHT
Temperature 1300-1400
Hold Time 1 hr per inch

Shielding Gas
 Element(s) Argon CO₂
 Ratio (%) 75/25
 Flow Rate 25-30 CFH

Backing Gas

Element(s)	NONE
Ratio (%)	NONE
Flow Rate	NONE

Joint Details
Groove Angle 30°
Root Opening 1/8
Root Face 0 - 1/32

Backing
Without ☒
With ☐
Both Sides ☐

GMAW Transfer Mode

Spray	☐
Globular	☐
Short Circuit	☒ <i>STT</i>
Pulsed Spray	☐

GTAW Tungsten
Size N/A
Type N/A

Contact Tube to
Work Distance: N/A

Gas Cup Size: N/A

Innerpass Cleaning: Wire Brush / Wheel

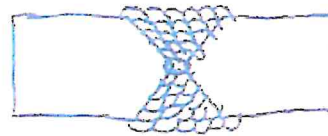
Notes: Welded by Kyle VanBriet V4417



Erick Henry
 OVR 14011081
 QC1 EXP 14/2020

VTI Witness: _____

Total # of Passes: 37



Company: DURE MECHANICAL CONSTRUCTION

Process	Root	Fill	Position	Progression	Current	Polarity	WTTI JOB #
SMAW	☐	☐					
GTAW	☐	☐					
FCAW	☐	☐					
GMAW	☒	☐					
SAW	☐	☐					

New Pre-Qual ☐ New PQR ☐
Old Pre-Qual ☐ Old POR ☐

AWS Spec	STT ER90S-B3	FCAW E91Ti-MZ1P4B3
SFA Number	5.28	5.36
F Number	6	6
Diameter	.035"	.045"

PWHT
Temperature N/A
Hold Time N/A

Backing Gas
 Element(s) N/A
 Ratio (%) N/A
 Flow Rate N/A

Backing
Without ☒
With ☐
Both Sides ☐

GTAW Tungsten
Size _____
Type _____

Gas Cup Size:

Notes: W/Load by Kyle Vanfleet V4417

 Nick Henry
CMI 11011081
QC1 EXP 1/7/2020

[illegible]

Total # of Passes: 7

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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201802354

DATE: 02/20/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: A/SA-387 P91 Cl. 2 to A/SA-387 P91 Cl. 2

THICKNESS: 1.500"

IDENTIFICATION ON SAMPLE: Delivered Coupon Identified as Kyle Vanfleet

TYPE OF TEST: Test for Qualification of Procedure

OTHER: 1G, GMAW / FCAW

GUIDED BEND TEST RESULTS

IAW BT-1, Current Revision

SPECIMEN ID	SPECIMEN TYPE & FIGURE NO.	RESULTS
1	Transverse Side Bend per QW-462.2	PASSED
2	Transverse Side Bend per QW-462.2	PASSED
3	Transverse Side Bend per QW-462.2	PASSED
4	Transverse Side Bend per QW-462.2	PASSED

TENSILE TEST RESULTS

IAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 85,000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7410	0.6150	0.4557	48,400	106,210	BM-Ductile
2	0.7430	0.8030	0.5966	66,600	111,632	BM-Ductile
3	0.7490	0.5500	0.4119	41,300	100,267	BM-Ductile
4	0.7500	0.9120	0.6840	70,200	102,631	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID	RESULTS
1 Visual Inspection	PASSED

FINAL RESULTS: PASSED

COMMENTS: n/a

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: MJY

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12352

SIGNATURE:

QUALITY POLICY STATEMENT

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Company: DURR MECHANICAL CONSTRUCTION

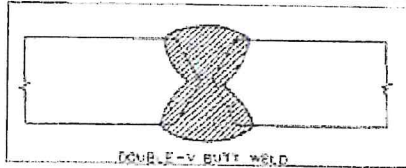
TTI Witness:

PROCEDURE QUALIFICATION REPORT (PQR)

PQR No.: 4-57-1
Date: 3/9/2018
Rev. No.: 0
Date: 3/9/18

WPS followed during welding of test coupon: 4-57-1

Welding process(es) used: GMAW and FCAW Type(s): Semi-Automatic



Base Metal Specification(s): ASME SA 387, Gr. 11 CL 1/2
ASME P-No(s): P-No. 4 to P-No. 4
Backing: None
Plate: ☒ Thickness: 1.500"
Pipe: ☐ Thickness: N/A Diameter: N/A
Position: 1G, Flat

Weld Deposit Thickness(es) (by each welding process):

GMAW: 0.125" FCAW: 1.375"

See Page 3 for typical joint design

Shielding Gas: GMAW - Argon 75% / CO2 25% Flow Rate: 35 - 40 (cfh)
Backing Gas: None Flow Rate: None (cfm)
Filler Metal SFA No: 5.28 / 5.36M AWS Classification: ER80S-B2 / E81T1-M21PV
ASME F-No(s): 6 ASME A-No(s): 3
Preheat Temp. (°F): 250 °F min. (B side) Interpass Temperature (°F): 750 °F max.
Welding Progression: STT Root Up/Downhill-Fill Cap Uphill Tungsten Type/Size: N/A
Electrical Current (type): DCEP Polarity: Positive
PWHT Temp.: 1250 °F PWHT Holding Time: 2 hrs. min.
String or Weave Bead: String and weave Oscillation: N/A
Max. Pass Thickness: 0.250" Pass (per side): Multiple
Electrode: Single GMAW Transfer Mode: Lincoln STT Pulse
Other: None

Layer	Process	AWS Class	Dia.	Amps.	Volts	Other
Root	GMAW	ER80S-B2	0.035"	160	23	Lincoln Surface Tension Transfer (STT) Used
Hot	FCAW	E81T1	0.045"	150-330	NA	
Balance	FCAW	E81T1	0.045"	150-330	N/A	

Reduced Section Tensile Tests

Specimen	Width/Dia.	Thickness	Area	Ult. Load (lbs.)	Ult. Stress (psi)	Failure Location
1	0.749"	1.484	1.112	97,600	87,790	Base Metal
2	0.749"	1.477	1.106	92,000	83,160	Base Metal
3	N/A	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A	N/A

Guided Bend Tests: (X) QW-462.2 (Side) () QW 462.3 (a) (Trans. R&F) () QW 462.3 (b) (Long. R&F)

Specimen No.	Result	Specimen No.	Result	Other
Transverse Side Bend 1	Satisfactory	Transverse Side Bend 3	Satisfactory	
Transverse Side Bend 2	Satisfactory	Transverse Side Bend 4	Satisfactory	

Welder Name: Kyle VanFleet I.D. No.: XXX-XX-8118 Visual Examination: Satisfactory

Lab. Test Performed By: Welder Training and Testing Center Report No.: 201803025

We certify that the statements in this record are correct, and that the test coupons were prepared, welded & tested in accordance with the requirements of Section IX of the ASME B & PV Code.

By: William Salvatore

Signature/Title

Date: 03/09/2018

PQR No.: 4-57-1

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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201802538

DATE: 03/01/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: A/SA-240 Type 304L to A/SA-240 Type 304L

THICKNESS: .500"

IDENTIFICATION ON SAMPLE: Delivered Coupon Identified as "Test A"

TYPE OF TEST: Test for Qualification of Procedure

GUIDED BEND TEST RESULTS

IAW BT-1, Current Revision

SPECIMEN ID	SPECIMEN TYPE & FIGURE NO.	RESULTS
1	Transverse Side Bend per QW-462.2	PASSED
2	Transverse Side Bend per QW-462.2	PASSED
3	Transverse Side Bend per QW-462.2	PASSED
4	Transverse Side Bend per QW-462.2	PASSED

TENSILE TEST RESULTS

IAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 70,000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7490	0.4780	0.3580	30,000	83,798	BM-Ductile
2	0.7490	0.4920	0.3685	31,100	84,396	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID	RESULTS
1 Visual Inspection	PASSED

FINAL RESULTS: PASSED

COMMENTS: n/a

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: MJY

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12443

SIGNATURE:

QUALITY POLICY STATEMENT

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LABORATORY TEST REPORT

LABORATORY TEST NUMBER: 201803024

DATE: 03/07/2018

COMPANY NAME: Durr Mechanical Construction, Inc.

MATERIAL SPECIFICATION: ASTM A387 Grade 11 CL 1/2 to ASTM A387 Grade 11 CL 1/2

THICKNESS: 1.50" to 1.50"

IDENTIFICATION ON SAMPLE: Coupon Identified as "WPS: 4-G-1"

TYPE OF TEST: Test for Qualification of Procedure

GUIDED BEND TEST RESULTS

IAW BT-1, Current Revision

SPECIMEN ID	SPECIMEN TYPE & FIGURE NO.	RESULTS
1	Transverse Side Bend per QW-462.2	PASSED
2	Transverse Side Bend per QW-462.2	PASSED
3	Transverse Side Bend per QW-462.2	PASSED
4	Transverse Side Bend per QW-462.2	PASSED

TENSILE TEST RESULTS

IAW TT-1, Current Revision

MINIMUM TENSILE REQUIRED: 75000

SPECIMEN ID	WIDTH (in)	THICKNESS (in)	AREA (sq in)	TENSILE LOAD (lbs)	TENSILE STRENGTH (psi)	LOCATION & TYPE OF FAILURE
1	0.7500	1.4920	1.1190	94,800	84,690	BM-Ductile
2	0.7490	1.4760	1.1060	95,500	86,400	BM-Ductile

ADDITIONAL TEST RESULTS

SPECIMEN ID	RESULTS
1 Visual Inspection	PASSED

FINAL RESULTS: PASSED

COMMENTS: PWHT: See attached paperwork

TEST(S) CONDUCTED IN ACCORDANCE WITH: ASME Section IX - 2017

TEST(S) CONDUCTED BY: ANS

APPROVED BY: Dennis T. Tobash CWI / WTTI

WTTI Job #: JOB12473

SIGNATURE:

QUALITY POLICY STATEMENT



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R. Douglas Olmstead, P.E.
134 Lesoine Drive
Henryville, PA 18332
(perdo@ptd.net)
570.688.6374

PROFILE:

Company executive and senior level project manager experience with a civil engineering background. Experienced in senior management as an owner in three companies with oversight of daily operations; insuring proper staffing levels; and coordinating multiple projects simultaneously involving in-house personnel as well as outside consultants to achieve company and client objectives. Proven record of completing projects on budget, some with multimillion dollar budgets; as well as controlling and achieving company financial needs and goals. Well respected by clients as primary company contact which provided repeat business. Well-rounded experience in all facets of civil engineering in both the private and public sector from initial planning and developer assistance to detailed project design, utility systems, permitting, public presentation, regulatory coordination, bid preparation and construction observation.

PROFESSIONAL EXPERIENCE

Current Positions:

Northeast Site Contractors, Inc. (Project Engineer/Manager)

Serve as the principal contact on a major site construction contract, in excess of \$20M, with the Prime Contractor (Turner Construction Company). My role involves coordination of RFIs, schedules, BIM, subcontractors, suppliers, submittals, plan changes/bulletins, workflow, and file control. In addition to this roll, I assist, as needed, in a project management roll, on other projects.

Legend Management Services, LLC (Development Manager)

Take the lead position on certain development projects, under the guidance of the CEO, to handle property owner relations; hire professional teams; coordinate the entitlement process; establish working relationships with local regional and state government for a project to coordinate agency review and approvals; develop cost information; work with the real estate group to procure tenants; identify land owners interested in a project; identify limited partners; bid construction and work with contractors; identify grant opportunities; and coordinate construction loans.

Past Experience:

C Castle, LLC (Project Coordinator)

Coordinated the initial planning, design, and overall development of a new resort in the Pocono Mountains of Pennsylvania. The estimated budget was more than \$250 Million.

Olmstead & Ruiz-Smith, LLC (Owner)

Day-to-day operation of the company included consultant management, engineering, client relations, marketing, and finance. Direct consultant services included: Alternate Engineer for Upper Mount Bethel Township, Northampton County, PA; site feasibility studies; preparation of Land Development Plans; Zoning Use applications; utility connection applications and building permits.

Middle Smithfield Township (Township Engineer)

Completed the technical review of all subdivision and land development plan applications that came before the Township. Provided review and technical support for the Township's Sewage Authority. Specific highlights included:

- Designed another full-access entry into a Planned Residential Community that had only one full-access entry to serve 1,500 residences.
- Re-designed 300 feet of a major road in a PRD after the road collapsed, including the preparation, submission, and receipt of an individual NPDES permit from the PaDEP and the USACOE across high-quality wetlands. An emergency permit was applied for and received in 48 hours from PaDEP and 72 hours from PaDOT. The project was completed in less than 3 months.
- Facilitated the transfer of wastewater capacity from a private developer to the Township without expanding the wastewater treatment facility saving the Township millions of dollars.
- Spearheaded getting the PA American Water Company to sponsor a water main project to serve the commercial corridor while also providing fire protection for the same corridor.
- Co-authored a total revision of the Township's Zoning Ordinance.

Boucher & James, Inc. (Director of Engineering and Regional Manager)

Directed the engineering staff of about 15 for non-municipal clients. Concurrently served as the Regional Manager of the office in Stroudsburg, PA, and project manager for multiple projects. Specific highlights included:

- The expansion of a small 2-room suite into a two-story regional office.
- Design, submission and approval for the first unified commercial project which included a branch bank, two fast-food restaurants and a chain pharmacy on separate parcels with limited (by design) access to a state road.
- Engineer for Price Township (5 years) which included rewriting the stormwater management ordinance to comply with the state's new stormwater management regulations.

RKR Hess Associates, Inc. (Vice President)

Project Manager for my entire tenure at RKR Hess. Shareholder titles included Vice President and Corporate Treasurer. Duties included, in addition to serving as a Project Manager, the day-to-day operations of the company, oversight of the OSHA program, companywide staff scheduling, and the ability to hire/fire staff. Specific highlights included:

- Project Manager and design engineer for a 2,500 lot subdivision over a 10-year period.
- Engineer for Monroe County (10 years); Engineer for Monroe County Planning Commission (5 years); and Engineer for Price Township (10 years)

EDUCATION AND TRAINING

- Bachelor of Science in Civil Engineering, University of Pennsylvania (U of P), Philadelphia, PA
- Graduate Courses in Transportation and Environmental Engineering at U of P
- Continuing Education courses and seminars in the field of corporate management, project management; ethics; and other miscellaneous engineering courses

PROFESSIONAL REGISTRATIONS

- Professional Engineer, Pennsylvania (PE030082E), current expiration date: 09/30/2025

PUBLIC SERVICE AND PROFESSIONAL ORGANIZATIONS

- Pocono Health System/Pocono Medical Center Board of Directors
- Greater Pocono Chamber of Commerce
- Pocono Healthcare Management Board of Directors

C:\Users\Doug\Resumes\chronological resume dated 10252016.docx

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-03

**A RESOLUTION GRANTING CONDITIONAL
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN APPROVAL OF
BROOKSTEAD APARTMENTS**

WHEREAS, the applicant, Brookstead, LLC, submitted a plan application titled “Preliminary/Final Land Development Plan for Brookstead Apartments” (the “Plan”). The applicant proposes to construct a four-story 64-unit apartment building, with associated parking. The property is located in the C – Commercial Zoning District; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated June 5, 2024, October 1, 2024 and January 7, 2025; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on January 13, 2025; and

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

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

That the following requests for modification from the Subdivision and Land Development Ordinance are hereby granted:

1. SALDO Sections 390-29.K: Community and Financial Impact Analysis. *The applicant shall not be required to submit a community and financial impact analysis.*
2. SALDO Section 390-43.A(6)(e)[2][a] – Disturbance of Steep Slopes. *Applicant shall be permitted to disturb 43.7% of the existing steep slopes.*
3. SALDO Section 390-55.D.(1)(a) and(c): Street Trees: *The applicant is proposing three (3) street trees and to utilize the existing woodlands to satisfy the remaining number of required street trees.*
4. SALDO Section 390-55.D.(3)(a): Street Trees: *The applicant is permitted five (5) of the seven (7) required street trees along S.R. 0611 to be located further than 15 feet from the right-of-way line.*
5. SALDO Sections 390-55.F.(3)(a)[2]: Buffer Plantings: *The existing remaining woodlands are permitted to be utilized to complete the required buffer and to allow buffer plantings outside of the required buffer width.*

6. SALDO Section 390-55.F.(4)(a)[1]: Trees. *The existing remaining woodlands shall be permitted to complete the required screen.*
7. SALDO Section 390-55.(G): Screening. *The trees and shrubs planted in the riparian buffer are permitted to be smaller than requirements of this Section.*
8. SALDO Section 390-57.C: Wetland Buffers. *The applicant is proposing a portion of the building, retaining wall and grading within the wetlands buffer.*
9. SALDO Section 390-59.B: Parking Spaces. *The applicant is proposing 9-foot wide parking spaces.*

That the following requests for modification of the Brodhead and McMichael Creeks Stormwater Management Ordinance are hereby granted:

1. SMO Section 365-8.L.: “Roof drains should not be connected to streets, sanitary or storm sewers, or roadside ditches in order to promote overland flow and infiltration/percolation of stormwater.” *Applicant proposes to have all roof drains connect to the storm sewer.*
2. SMO Section 365-10.I.(6)(b)[1]: Wetlands Buffer. *The applicant is proposing a portion of the building, retaining wall and grading within the wetlands buffer.*
3. SMO Section 365-13.B.: Design Criteria for Rainfall Data. *The applicant is proposing to utilize the NOAA Atlas 14 rainfall data as part of the stormwater management analysis to be consistent with the NPDES Application calculations.*

That the “Preliminary/Final Land Development Plan for Brookstead Apartments” as shown on the plan prepared by Hanover Engineering Associates, dated April 29, 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 June 5, 2024, October 1, 2024 and January 7, 2025.
2. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
3. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
4. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township, if deemed necessary by the Township.
5. The applicant shall pay all necessary fees associated with the Plan, including but not limited to a fee in lieu of dedicating open space in the amount of \$ _____, any outstanding

plan account charges and all professional services fees, prior to the recording of the Plan.

6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
8. The applicant shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
9. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the _____ day of _____, 2025.

ATTEST:

Township of Pocono
Board of Commissioners

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

By: _____
Print Name: Richard Wielebinski
Title: President

**Pocono Township Board of Commissioners
Regular Meeting Minutes
January 21, 2025 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on January 21, 2025 and was opened by Chair Richard Wielebinski at 6:01 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; James Wagner, Chief of Police; Patrick Briegel, Public Works Director; Jennifer Gambino, Events Coordinator; Jerrod Belvin, Township Manager.

Public Comment

Cheryl Parks (Resident) – Stated that the Kennel has 9 more puppies. She would like to meet with the Police Chief prior to the next hearing with the Magistrate.

Announcements – There was an executive session held prior to this evening's meeting regarding personnel.

Presentations

Kalahari – Sewer Planning Module –Pennoni Engineering. Discussion was had between the board, solicitor and Pennoni Engineering.

R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-02 Public Sewer Extension Plan Revision. All in favor. Motion carried.

Resolutions

R. Wielebinski made a motion, seconded by N. Leap, to approve Resolution 2025-01 granting an extension of time for the conditional approval of the Running Lane, LLC Preliminary/Final Land Development Plan to February 6, 2024 to satisfy the conditions set forth in Resolution 2020-08. All in favor. Motion carried.

Consent Agenda

- Old business consisting of the minutes of the January 6, 2025 regular meeting of the Board of Commissioners.
- Financial transactions through January 16, 2025 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers in the amount of \$570,040.53.

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

NEW BUSINESS –

Personnel – None

Travel/Training Authorizations - None

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by B. Winot, to appoint Jerrod Belvin as the MCATO representative for Pocono Township. All in favor. Motion carried.

- R. Wielebinski made a motion, seconded by N. Leap, to accept the new fee schedule for 2025 from T&M Consulting Engineers. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to advertise for members of the Pocono Township Building Board of Appeals (UCC). All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to advertise & go out for bid, Township cleanup days spring cleanup April 25-26 & fall cleanup September 26-27.
- R. Wielebinski made a motion, seconded by M. Velardi, to extend the offer of employment to, for the title of advertised position (Assistant Public Works Manager), for a start date of 3-1-2025 to Jennifer Gambino. All in favor. Motion carried.
- R. Wielebinski made a motion to open the agenda, seconded by N. Leap, to discuss filling an upcoming vacant administrative position. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to advertise for the open position of administrative assistant. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to table the purchase of a main road frontage sign for the new campus (NCC Bldg.) from Bartush signs a costar vendor in the amount of \$ 41,920.48. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to table the purchase of the cabinetry for the employee kitchen from Lowes in the amount of \$11,408.92 after obtaining 3 quotes, leaving Lowes with the lowest bid. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to waive fees for pavilion rental for Pocono Garden Club 8-12-2025. All in favor. Motion carried.
- This Motion to purchase countertops for employee cafeteria from Lowes (costars vendor) in the amount of 7,845.89 was missed.

Natasha Leap – Vice President

- N. Leap made a motion, seconded by M. Velardi, to approve quote to Breathe E-Z LLC for duct cleaning in admin wing of NCC in the amount of \$8195.00. Discussion was had. All in favor. Motion carried.

Ellen Gnadtt – Commissioner

- SBA Cell Tower – An extension was received.
- Solar Field – They want to do some trenching in Phase B. No new violations.
- Kennel – The next hearing is February 4th with the magistrate.

Mike Velardi – Commissioner

Brian Winot – Commissioner

Reports

Zoning Report – See report

Fire – End of year fire report presented by Assistant Chief, Corey Sayre. The fire department has a total of 597 calls for the year.

Police Report –

- December Department Stats & Updates. 1008 calls for service for the month, 20 criminal arrests, eight summary/non traffic arrests and only 51 traffic accidents investigated.
- E. Gnadtt made a motion, seconded by R. Wielebinski, to purchase a Training Mat in the amount of \$9,774.36 to be applied to the ARPA funds.
- E. Gnadtt made a motion, seconded by M. Velardi, to purchase a Forensic Evidence Drying Cabinet in the amount of \$14,959.62 to be applied to the ARPA funds. All in favor. Motion carried.

Manager Report

- County Hazard Mitigation Update – Final draft is getting close.
- Update Green Light Go – Some of the wiring issues have been corrected. We have been issued an extension to the grant deadline. Still not online with PennDOT.
- LERTA Update – We presented our Ordinance to the school board. Senator Brown attended. We were met with a lot of questions. We will be on the next school board agenda.
- NCC Update – painting is approx. 95% complete. Flooring will be installed within the next two weeks. Major construction is completed for the administration wing. Punch list items are moving forward along with installation of cabinets, counter tops, and flooring.
- R. Wielebinski made a motion, seconded by M. Velardi, to authorize the township manager to sign the Right-of-Way agreement with Blue Ridge Cable, for the purpose of providing cables to the maintenance building at Mountain View Park. All in favor. Motion carried.
- Several Pocono Township representatives attended the kickoff event for the Monroe County 250 quincentennial.

Public Works

- Sewer Business Update – we are working on creative ways to utilize the backside of the system.
- MCTI Sewer Connect
- Current Public Works Projects – New employee will be starting next week.
- Parks Update – keep off the ice signs have been installed for the lower ponds.
- Thanks to Kevin Kresge for shoveling off the ice rink at TLC
- R. Wielebinski made a motion, seconded by N. Leap, to advertise for full-time Park Lead, as earmarked in the 2025 budget. All in favor. Motion carried.
- PennDOT work that is moving forward near Sullivan Trail requires us to design and install, relate the sewer facilities that are affected by the PennDOT work. We reached out to BCRA and their manager regarding the benefits of while we have open trench, installing dry pipe water and get a head start on the trail. It was well received.

Events Report

Meetings are starting for the planning of the events for the new year.

Township Engineer Report

- Sewer Business Update – previously discussed in meeting.
- Learn Road safety enhancement project and roundabout survey work. Putting final touches on bid documents.
- TASA Project – Addressing the PennDOT comments.
- TLC walking bridge – looking to rehab the bridge between the ponds.

Township Solicitor Report

- Sewer Business Update – Correspondence received from T&M
- Nuisance Ordinance Update – An open discussion was had with the board.
- R. Wielebinski made a motion, seconded by N. Leap, to authorize Pocono Township Solicitor to advertise for a UCC Board Solicitor. All in favor. Motion carried.
- General legal update- Pocono Places argument coming up next Monday.
- Update – Archer Lane – Major fire on the property. Legal action will continue with the substitution for Mr. Archer as the current defendant to the Estate of Mr. Archer as the matter continues.
- Learn Road Easement Process – discovered two other easements and working on releases
- TASA Sidewalk Update – discussed under Engineering report.

Public Comment

R. Peechatka (Resident) – Questioned the length of time the speed bump has been on Abeal Road. He asked if the LED signs are being checked for brightness. He asked for clarity on the LERTA process.

Kyle VanFleet – (Resident) – what are the provision regarding trees being left on wires.

C. Parks (Resident) – Spoke regarding the Kennel property next door to her and how it is affecting her.

C. Kepler (Resident) – Expressed his concern regarding the fines for residents on litter vs the fines for commercial business's violations and the fact they should be equally pursued.

Adjournment –R. Wielebinski made a motion, seconded by N. Leap, to adjourn the meeting at 8:30 p.m.
All in favor. Motion carried.

DRAFT

POCONO TOWNSHIP

Monday February 3, 2025

SUMMARY

Ratify

General Fund	\$	11,754.95
Payroll	\$	129,620.69
Sewer Operating	\$	252.35
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	62,661.00
TOTAL Sewer <u>OPERATING</u> Fund	\$	15,999.00
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	1,702.75
TOTAL Capital Reserve Fund	\$	13,270.50
Liquid Fuels		
TOTAL EXPENDITURES	\$	235,261.24

Fire Tax Disbursement	\$	5,216.60
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Budget Adjustments

General Fund	\$	-
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	-

<u>Budget Appropriations</u>	\$	-
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Budgetary Interfund Transfer

	\$	-
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Use of Grant Funds**ARPA FUNDS TO CAPITAL RESERVE**

TOTAL CAP. RESERVE	\$	-
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ARPA FUNDS TO GENERAL FUND

TOTAL GEN FUND	\$	-
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Total ARPA Transfers	\$	-
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Notes:

POCONO TOWNSHIP CHECK LISTING

Monday February 3, 2025

General Fund

Date	TYPE	Vendor	Memo	Amount
01/21/2025	ACH		PAYROLL ENDING 1/19/25	\$ 129,620.69
TOTAL PAYROLL				<u>\$ 129,620.69</u>

General Expenditures

Date	Check	Vendor	Memo	Amount
01/22/2025	2109	Blue Ridge Communications	0402476-01 Poc TWP	\$ 54.95
01/24/2025	ACH	Fourlane	Conversion back to QB	\$ 11,700.00
TOTAL General Fund Bills				<u>\$ 11,754.95</u>

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
01/22/2025	1258	BLUE RIDGE COMMUNICATIONS		132.32
01/22/2025	1259	Verizon Wireless	521283312-00002 Pocono TWP	120.03
01/27/2025	1260	MET-ED	100 089 861 569	838.17
TOTAL Sewer Operating Fund				<u>\$ 252.35</u>

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
TOTAL Sewer Construction Fund				<u>\$ -</u>

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
TOTAL Capital Reserve Fund				<u>\$ -</u>

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

\$ 11,754.95
 \$ 252.35 Authorized by:
 \$ -
 \$ -
\$ 12,007.30
 Transferred by:

POCONO TOWNSHIP CHECK LISTING

Monday February 3, 2025

General Fund

Date	Check	Vendor	Memo	Amount
01/28/2025	2110	AFLAC	41033 Pocono TWP	\$ 349.56
01/28/2025	2111	American Heritage Life Insurance Company	11167	\$ 673.16
01/28/2025	2112	Best Auto Service Center		\$ 1,203.40
01/28/2025	2113	Cefall and Associates PC	Nov/Dec 2024 Treasury Services	\$ 60.00
01/28/2025	2114	Cleveland Brothers Equip. Co.	0108693 Pocono TWP	\$ 138.90
01/28/2025	2115	Creative Works Systems, Inc.	Dec 2024 Website Mgmt & Maint	\$ 215.75
01/28/2025	2116	Cyphers Truck Parts		\$ 351.48
01/28/2025	2117	DES	Dec 2024 TWP Recycling	\$ 37.50
01/28/2025	2118	GIANT FLOOR	Pocono Township	\$ 8,873.72
01/28/2025	2119	Gotta Go Potties	C173	\$ 85.00
01/28/2025	2120	J. P. Mascaro & Sons	111400 Poc TWP	\$ 430.10
01/28/2025	2121	Keystone Printing Group, Inc	Gen Fund Disbursement Cks	\$ 185.22
01/28/2025	2122	Kuehner, Raymond	1/13/25 Uniform Jackets	\$ 168.00
01/28/2025	2123	LeadsOnline LLC	21085-C1	\$ 3,178.00
01/28/2025	2124	MetLife - Non Uni. Pen. Plan	6104951	\$ 7,896.71
01/28/2025	2125	Nationwide - 457	15879 Pocono TWP	\$ 4,852.05
01/28/2025	2126	Nationwide - 457	15879 Pocono Township	\$ 5,223.28
01/28/2025	2127	Nauman, Inc.	1/16/25 Service	\$ 239.00
01/28/2025	2128	PA Dept of Labor & Industry - B	File 26203 Pocono Township	\$ 200.39
01/28/2025	2129	PPL Electric Utilities	92075-10002 Poc TWP	\$ 355.70
01/28/2025	2130	Rath, Eric	1/24/25 Uniform	\$ 219.95
01/28/2025	2131	SFM Consulting LLC		\$ 14,239.50
01/28/2025	2132	Sherwin Williams Co.	9273-4858-1	\$ 20.48
01/28/2025	2133	Staples	1020734; PHL 27230546 Poc TWP	\$ 143.71
01/28/2025	2134	Steele's Hardware		\$ 40.50
01/28/2025	2135	Steele's Hardware		\$ 1,165.12
01/28/2025	2136	Steele's Hardware		\$ 26.99
01/28/2025	2137	Susquehanna Accounting & Consulting Solut	Nov 2024 Budget Prep Services	\$ 1,200.00
01/28/2025	2138	T&M Associates		\$ 6,300.54
01/28/2025	2139	TRAISR, LLC	Dec 2024 Subscription	\$ 733.33
01/28/2025	2140	UNIFIRST Corporation	624119	\$ 41.06
01/28/2025	2141	US Bank Corp. NA	104796936987 Pocono TWP	\$ 600.00

01/28/2025 2142	Weitzmann, Weitzmann & Huffman, LLC	122934 Pocono Township	\$ 1,387.50
01/28/2025 2143	Weldon Tire		\$ 1,475.40
01/28/2025 2144	Pocono Mountain COG	Pocono TWP 2025 COG Membership	\$ 350.00

TOTAL GENERAL FUND \$62,661.00

Sewer Operating

Date	Check	Vendor	Memo	Amount
01/28/2025 1261		BRODHEAD CREEK REGIONAL AUTHORITY		7,327.33
01/28/2025 1262		Evoqua Water Technologies LLC	1131220 Poc TWP	1,100.00
01/28/2025 1263		J P Mascaro & Sons	111400	272.95
01/28/2025 1264		Keystone Printing Group, inc.	Sewer Op Disbursement Laser Checks	185.61
01/28/2025 1265		T & M ASSOCIATES		6,503.69
01/28/2025 1266		TRAISR		366.67
01/28/2025 1267		T & M ASSOCIATES	Proj POC000010 Kalaari Resort Equalization Tank	242.75
				\$15,999.00

Sewer Construction

Date	Check	Vendor	Memo	Amount
01/27/2025 1011		T & M Associates	Proj POC000003 PS 5 PT II Permit	984.25
			Proj POC000011 Bartonsville Ave Sewer Line Extension	460.00
			Proj POC000018 Stadden Rd Sewer Ext Design Coordinate w/SEO & Core5 for sewer line ext	278.50
				TOTAL Sewer Construction Fund \$1,702.75

Capital Reserve

Date	Check	Vendor	Memo	Amount
01/27/2025 1087		T&M Associates	Proj POC000158 TASA SR 611/Learn Rd Safety Enhance	13,270.50

TOTAL Capital Reserve Fund \$13,270.50

Liquid Fuels

Date	Check	Payee	Memo	Amount
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\$0.00

Fire Tax

Date	Check	Payee	Memo	Amount
01/28/2025 1054		Pocono Township Volunteer Fire Co	2024 PMT 18&19, INT A & INT B	\$ 5,216.60

TOTAL Fire Tax \$5,216.60

General Fund	\$	62,661.00	Authorized by: _____
Sewer Operating	\$	15,999.00	
Sewer Construction Fund	\$	1,702.75	
Capital Reserve		\$13,270.50	
Fire Tax Disbursement	\$	5,216.60	
Liquid Fuels	\$	-	
TOTAL TRANSFERS	\$	98,849.85	Transferred by: _____

QUOTE SUMMARY

Price Level 1

DMDEXP_11 Net total:

\$13,720.82

SENSA3_4 Net total:

\$4,948.53

13720.82

\$8918.53

Direct Delivery Total

0.01

0.00

Direct Delivery Net Total

\$0.01

Quote total:

\$18,669.36

Total linear feet of top molding

0.00

Total linear feet of bottom molding

0.00

Total linear feet of other molding

13867.06

0.00

Total linear feet of cabinets

62.00



SERVICES

Ask us about installation. A Lowe's professional installer can help you with your project.

Additional services are available. Ask an associate for details.

Special order configured products returned or canceled after 72 hours from purchase are subject to a 20% restocking fee.

TOTAL

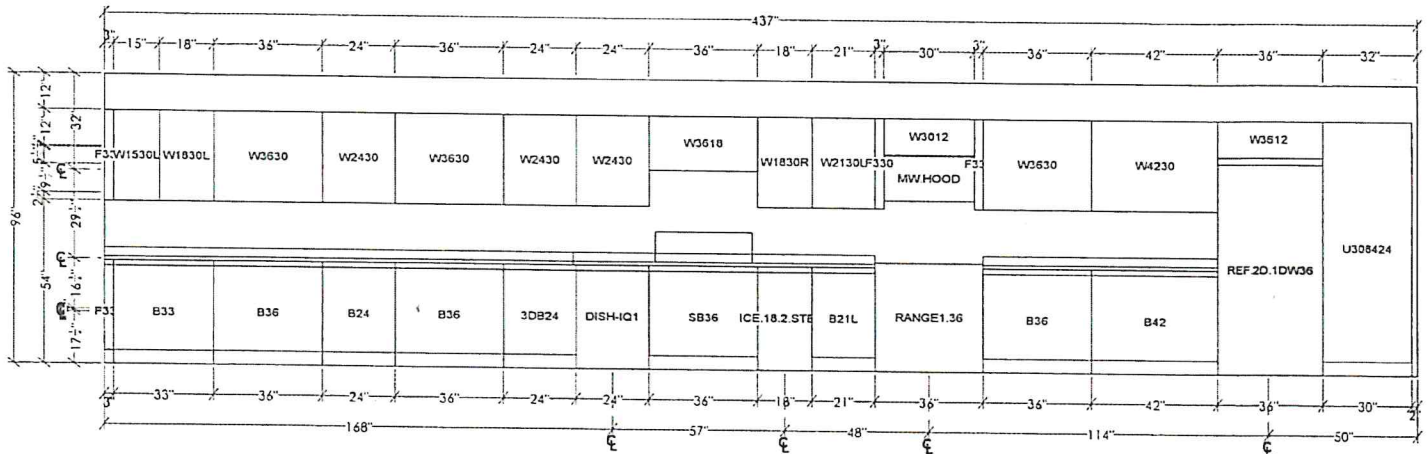
CAB

8472.60

TOP

4734.52

= 13207.12



All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions.

2020

This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.

Designed: 1/10/2025
Printed: 1/24/2025

PoconoTWP

EI 1

Drawing #: 1 No Scale.



YOUR GOALS. OUR MISSION.

January 21, 2025

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

**SUBJECT: TRAPASSO HOTEL LAND DEVELOPMENT
CONSTRUCTION ESCROW RELEASE NO. 14 (FINAL)
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1277, T&M PROJECT NO. POCO-R0627**

Dear Commissioners:

The Applicant requested a *final release of escrow* on January 16, 2025. Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by the amount remaining based upon Township records.

In accordance with the Land Development Agreement dated June 24, 2022, the Applicant shall enter into a maintenance agreement with the Township and post security. Per Section 390-37 of the Subdivision and Land Development Ordinance the amount of security shall not be "less than 15% of the cost of all required improvements as estimated by the applicant's engineer and approved by the Township Engineer", or \$344,502.42 (15% * \$2,296,682.80).

If you have any questions, please do not hesitate to call.

Sincerely,

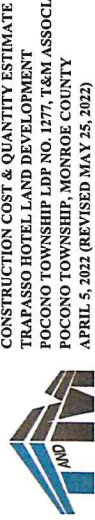
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/meh

Enclosures

cc: Jerrod Belvin – Township Manager
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Esquire, Broughal & DeVito, LLP
Brian K. Winot, Trapasso & Winot Enterprises, LLC
Vincent Trapasso, Trapasso Enterprises, LLC – Property Owner
Thomas Serpico, P.E. – Pennoni Associates, Inc.
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

G:\Projects\POCO\R0627\Construction\Payment Applications\#14_Final\Escrow Release #14 Cover Letter.docx



CONSTRUCTION COST & QUANTITY ESTIMATE
TRAPASSO HOTEL LAND DEVELOPMENT
POCONO TOWNSHIP LDP NO. 1277, T&M ASSOCIATES PROJECT NO. POCO-R0627
POCONO TOWNSHIP, MONROE COUNTY
APRIL 5, 2022 (REVISED MAY 25, 2022)

APPLICATION NO.: 14 (Final)
DATE: January 17, 2025

TOTAL REQUIRED FINANCIAL SECURITY

ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
I. EROSION CONTROL								
A Construction Entrance	4,000 SF	\$ 1.50	\$ 6,000.00	- SF	\$	4,000 SF	\$ 6,000.00	100%
B S75 Slope Matting	30,000 SF	\$ 0.30	\$ 9,000.00	- SF	\$	30,000 SF	\$ 9,000.00	100%
C Swale A w/C125 Lining	4,445 SF	\$ 1.35	\$ 6,000.75	- SF	\$	4,445 SF	\$ 6,000.75	100%
D Inlet Protection (Includes HOP Inlets)	28 EA	\$ 150.00	\$ 4,200.00	- EA	\$	28 EA	\$ 4,200.00	100%
E 12" CFS	105 LF	\$ 7.75	\$ 813.75	- LF	\$	105 LF	\$ 813.75	100%
F 18" CFS	65 LF	\$ 13.50	\$ 877.50	- LF	\$	65 LF	\$ 877.50	100%
G 32" CFS	355 LF	\$ 21.50	\$ 7,632.50	- LF	\$	355 LF	\$ 7,632.50	100%
H Construction Fencing (Chain Link)	840 LF	\$ 5.75	\$ 4,830.00	- LF	\$	840 LF	\$ 4,830.00	100%
I Rock Filters	2 EA	\$ 185.00	\$ 370.00	- EA	\$	2 EA	\$ 370.00	100%
J Swale Matting C350	1,350 SF	\$ 5.75	\$ 7,762.50	- SF	\$	1,350 SF	\$ 7,762.50	100%
K Temporary Stabilization	50,000 SF	\$ 0.16	\$ 8,000.00	- SF	\$	50,000 SF	\$ 8,000.00	100%
SUBTOTAL ITEM I			\$ 55,487.00		\$		\$ 55,487.00	
II. EXCAVATION								
A Respread Topsoil - Slope	400 CY	\$ 9.60	\$ 3,840.00	- CY	\$	400 CY	\$ 3,840.00	100%
B Seeding	30,000 SF	\$ 0.11	\$ 3,300.00	- SF	\$	30,000 SF	\$ 3,300.00	100%
C 6" Stone for Temporary Parking	7,835 SY	\$ 5.50	\$ 43,092.50	- SY	\$	7,835 SY	\$ 43,092.50	100%
D Cut to Export	3,549 CY	\$ 12.75	\$ 45,249.75	- CY	\$	3,549 CY	\$ 45,249.75	100%
E Back Retaining Wall/Slope Excavation	2,835 CY	\$ 24.00	\$ 68,040.00	- CY	\$	2,835 CY	\$ 68,040.00	100%
F South Parking Lot Retaining Wall Excavation	438 CY	\$ 17.00	\$ 7,446.00	- CY	\$	438 CY	\$ 7,446.00	100%
G North Parking Lot Retaining Wall Excavation	1,055 CY	\$ 17.00	\$ 17,935.00	- CY	\$	1,055 CY	\$ 17,935.00	100%
H 611 Retaining Wall	298 CY	\$ 17.00	\$ 5,066.00	- CY	\$	298 CY	\$ 5,066.00	100%
I Sidewalk Excavation	2,845 SF	\$ 1.50	\$ 4,267.50	- SF	\$	2,845 SF	\$ 4,267.50	100%
J Curb Extension	5,050 LF	\$ 4.50	\$ 22,725.00	- LF	\$	5,050 LF	\$ 22,725.00	100%
K Fine Grade	194,000 SF	\$ 0.13	\$ 25,220.00	- SF	\$	194,000 SF	\$ 25,220.00	100%
SUBTOTAL ITEM II			\$ 246,181.75		\$		\$ 246,181.75	
III. RETAINING WALL								
A Stamped Wall Drawings	9,385 SF	\$ 0.80	\$ 7,508.00	- SF	\$	9,385 SF	\$ 7,508.00	100%
B Segmental Retaining Walls	9,385 SF	\$ 24.00	\$ 225,240.00	- SF	\$	9,385 SF	\$ 225,240.00	100%
SUBTOTAL ITEM III			\$ 232,748.00		\$		\$ 232,748.00	
IV. STORM SEWER								
A 18" RCP (HOP)	90 LF	\$ 75.00	\$ 6,750.00	- LF	\$	90 LF	\$ 6,750.00	100%
** B 18" HDPE	375 LF	\$ 63.00	\$ 23,625.00	- LF	\$	375 LF	\$ 23,625.00	100%
C 24" RCP	70 LF	\$ 100.00	\$ 7,000.00	- LF	\$	70 LF	\$ 7,000.00	100%
D C Inlet (HOP D-2) 4.56 VF	1 EA	\$ 3,006.00	\$ 3,006.00	- EA	\$	1 EA	\$ 3,006.00	100%
E M Inlet (HOP D-3) 3.00 VF	1 EA	\$ 2,625.00	\$ 2,625.00	- EA	\$	1 EA	\$ 2,625.00	100%
F Type 4 M Inlet (HOP D-4) 3.51 VF	1 EA	\$ 4,575.00	\$ 4,575.00	- EA	\$	1 EA	\$ 4,575.00	100%
G C Inlet (D-6) 3.71 VF	1 EA	\$ 2,850.00	\$ 2,850.00	- EA	\$	1 EA	\$ 2,850.00	100%
H Storm MH (48" - D-7) 4.05 VF	1 EA	\$ 2,810.00	\$ 2,810.00	- EA	\$	1 EA	\$ 2,810.00	100%
I M Inlet (D-8) 5.62 VF	1 EA	\$ 3,075.00	\$ 3,075.00	- EA	\$	1 EA	\$ 3,075.00	100%
*** J M Inlets (Avg. 3.87 VF)	8 EA	\$ 2,755.00	\$ 22,040.00	- EA	\$	8 EA	\$ 22,040.00	100%
*** K C Inlets (Avg. 6.02 VF)	12 EA	\$ 4,150.00	\$ 49,800.00	- EA	\$	12 EA	\$ 49,800.00	100%
*** L 48" Storm Manholes (Avg. 7.19 VF)	5 EA	\$ 4,285.00	\$ 21,425.00	- EA	\$	5 EA	\$ 21,425.00	100%
M 18" HDPE	1,141 LF	\$ 63.00	\$ 71,883.00	- LF	\$	1,141 LF	\$ 71,883.00	100%
N Underground Basin	1 LS	\$ 615,665.00	\$ 615,665.00	- LS	\$	1 LS	\$ 615,665.00	100%
O Tie into Existing HOP Inlet	1 EA	\$ 875.00	\$ 875.00	- EA	\$	1 EA	\$ 875.00	100%

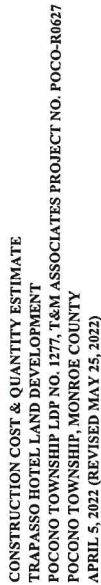


CONSTRUCTION COST & QUANTITY ESTIMATE
TRAPASSO HOTEL LAND DEVELOPMENT
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POCONO TOWNSHIP, MONROE COUNTY
APRIL 5, 2022 (REVISED MAY 25, 2022)

APPLICATION NO.: 14 (Final)
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TOTAL REQUIRED FINANCIAL SECURITY

ITEM	QUANTITY	UNIT	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
P 24F Snouts	4 EA	\$	1,606.00 \$	- EA	\$	4 EA	\$	100%
Q Mechanical Rock Excavation	713 CY	\$	130.00 \$	- CY	\$	713 CY	\$	100%
SUBTOTAL ITEM IV			937,118.00					
V. SANITARY SEWER								
A 8" SDR-35	187 LF	\$	65.00 \$	- LF	\$	187 LF	\$	100%
B Cleanout	1 EA	\$	265.00 \$	- EA	\$	1 EA	\$	100%
C Raise Existing Manhole	5 VF	\$	410.00 \$	- VF	\$	5 VF	\$	100%
D Mechanical Rock Excavation	152 CY	\$	130.00 \$	- CY	\$	152 CY	\$	100%
SUBTOTAL ITEM V			34,230.00					
VI. MISCELLANEOUS UTILITIES								
*** A Site Lighting	11 EA	\$	8,765.00 \$	- EA	\$	11 EA	\$	100%
B Underground Electric-Dig/Backfill Only	350 LF	\$	90.50 \$	- LF	\$	350 LF	\$	100%
C Gas Stub	50 LF	\$	20.25 \$	- LF	\$	50 LF	\$	100%
SUBTOTAL ITEM VI			129,102.50					
VII. CONCRETE WORK								
A 18" Concrete Curb	5,050 LF	\$	20.50 \$	- LF	\$	5,050 LF	\$	100%
B 4" Concrete Sidewalk	2,845 SF	\$	8.10 \$	- SF	\$	2,845 SF	\$	100%
**** C Steps	3 SETS	\$	4,500.00 \$	- SETS	\$	3 SETS	\$	100%
D HC Ramps with ADA Mats	4 EA	\$	1,350.00 \$	- EA	\$	4 EA	\$	100%
E Island Infill	170 SF	\$	16.20 \$	- SF	\$	170 SF	\$	100%
F Mountable Curb (Partial HOP)	180 LF	\$	35.00 \$	- LF	\$	180 LF	\$	100%
SUBTOTAL ITEM VII			154,523.50					
VIII. STONE/PAVING								
** A 6" 2A Modified	11,000 SY	\$	8.00 \$	- SY	\$	11,000 SY	\$	100%
B 2.5" WMA Superpave 25mm Base	11,000 SY	\$	13.50 \$	- SY	\$	11,000 SY	\$	100%
C 1.5" WMA Superpave 9.5mm Wearing	11,000 SY	\$	9.75 \$	- SY	\$	11,000 SY	\$	100%
D Traffic Signs	37 EA	\$	222.00 \$	- EA	\$	37 EA	\$	100%
E Line Painting	1 LS	\$	7,560.00 \$	- LS	\$	1 LS	\$	100%
F Emergency Access	675 SF	\$	2.00 \$	- SF	\$	675 SF	\$	100%
G Bollards	1 LS	\$	2,000.00 \$	- LS	\$	1 LS	\$	100%
SUBTOTAL ITEM VIII			362,874.00					
IX. LANDSCAPING								
* A Evergreen Trees	43 EA	\$	250.00 \$	- EA	\$	43 EA	\$	100%
* B Deciduous Trees	49 EA	\$	300.00 \$	- EA	\$	49 EA	\$	100%
* C Shrubs	86 EA	\$	45.00 \$	- EA	\$	86 EA	\$	100%
* D Perennials	1,489 EA	\$	20.00 \$	- EA	\$	1,489 EA	\$	100%
E Split Rail Fence	223 LF	\$	35.35 \$	- LF	\$	223 LF	\$	100%
F Fence of Walls	900 LF	\$	41.00 \$	- LF	\$	900 LF	\$	100%
G Respread Topsoil	472 SF	\$	35.00 \$	- SF	\$	472 SF	\$	100%
H Seeding	65,000 SF	\$	0.11 \$	- SF	\$	65,000 SF	\$	100%
SUBTOTAL ITEM IX			127,553.05					
X. GENERAL CONDITIONS								
A Survey	1 LS	\$	11,000.00 \$	- LS	\$	1 LS	\$	100%
SUBTOTAL ITEM X			11,000.00					

**TOTAL REQUIRED FINANCIAL SECURITY**

* Line Item Added
** Unit Cost Adjusted
*** Quantity Adjusted
**** Unit Cost and Quantity Adjusted

TOTAL ORIGINAL FINANCIAL SECURITY	\$	2,641,185.22
TOTAL VALUE OF WORK CONSTRUCTED TO DATE	\$	2,641,185.22
TOTAL VALUE OF WORK REMAINING INCLUDING RETAINAGE	\$	-
RETAINAGE (10%) ¹	\$	-
AMOUNT PREVIOUSLY RELEASED	\$	2,629,921.97
AMOUNT RECOMMENDED FOR RELEASE	\$	11,261.25
REMAINING FINANCIAL SECURITY (INCLUDING RETAINAGE)	\$	-

¹For the Municipalities Planning Code, retainage held is 10% of the remaining improvements



316 Warner Road
Tannersville, PA 18372
(570) 420-0902
team@buildallcontracting.com

PROPOSAL SUBMITTED TO:
Jerrod Belvin
JBelvin@poconopa.gov

CONTRACT AGREEMENT
Date: January 28, 2025

WORK TO BE PERFORMED AT:

Pocono Twp. Building
205 Old Mill Road

CANOPY 12' x 40'

Excavate for pier footing. Pour concrete footing with rebar reinforcement.
Lay up 8" split face at columns. Steel Columns 4" x 4".
Place 14" LVL beam at perimeter of canopy.
Supply and install 2 x 8 rafters 16" OC with 5/8" sheeting.
Supply and install Ice & Water over underlayment.
Supply and install Everlast snap and lock metal standing seam roof.
Sheet the underside of the roof with AC plywood, finished and painted.
Supply and install aluminum fascia and soffit.
Supply and install (12) LED recessed lights.

CONTRACT QUOTE: \$ 67,340.00

SIDE ROOF Approx. 12' x 25'

Extend the roof out past the existing stairs.
Excavate for pier footing with reinforced rebar.
Lay up columns with 8" split face.
Use 4" x 4" steel columns and 14" x 14" LVL along perimeter.
Supply and install 2 x 8 rafters with 5/8" sheeting and cover with Ice & Water.
Supply and install Everlast snap lock metal standing seam roofing.
Sheet the underside of the roof with AC plywood, finished and painted.
Supply and install aluminum fascia and soffit.
Supply and install (8) recessed lights.

CONTRACT QUOTE: \$ 26,730.00

Costar # 549433

*Includes all materials, labor, and equipment necessary to complete this contract.
* Prevailing wage

Payment schedule: Progress payments as work is completed

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. No winter concrete or additives included. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor. Price is good for (30) thirty days.

Owner

Date

Contractor

Date



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: January 29, 2025

Following is a report of the Zoning and Building Code Office's activity from January 16th to January 29th:

Permits Issued: 11

Zoning Permits: 5

Commercial – 1
Residential – 4

New Construction: 1

Commercial – 0
Residential – 1

Building Permits: 5

Commercial – 2
Residential – 3

Certificate of Occupancy – 1

Driveway – 0

TDU – 1

Well – 1

Grading – 2

Enforcement Actions:

- January 17, 2025 – 437 Scotrun Avenue – Enforcement Notice – Establishing a second dwelling unit on the subject property without first obtaining a Zoning Permit and Land Development approval. Specifically, it was brought to our attention that an accessory apartment was created over an existing commercial tenant space. **The property owner has since contacted our office in response to the Notice and expressed willingness to allow a building inspection to take place. However, an inspection has not yet been scheduled.**
- January 17, 2025 – 2716 Route 611 – Enforcement Notice – Establishing a take-out restaurant on the subject property and displaying feather flags without first obtaining the necessary approvals. **The property owner has contacted our office in response to the Notice and indicated that the feather flags will be removed as soon as possible. They have also obtained a zoning permit application for a temporary use permit, but nothing has been submitted as of the date of this correspondence.**
- January 17, 2025 – 690 Cranberry Road – Enforcement Notices (Zoning, UCC, Grading) – Performing construction activity and altering the existing structure(s) on the property without first obtaining zoning and building permits and re-grading the property without grading approvals. **The property owner's architect has contacted our office in response to the Notices, and we are actively discussing the steps required moving forward.**
- January 22, 2025 – 105 Cherokee Lane – Enforcement Notice – Operating a Transient Dwelling Unit without a license in violation of the TDU Ordinance.
- January 22, 2025 – 19 Ski Side Court – Enforcement Notice – Operating a Transient Dwelling Unit without a license in violation of the TDU Ordinance. **The property owner has since obtained their TDU License, and the violation has been closed.**
- January 22, 2025 – 175 Laurel Lake Road – Enforcement Notice – A Property Maintenance Notice for permitting the accumulation of bulk items on the subject property and failing to maintain the property to ensure that it is safe, sound, sanitary, and does not present a health and/or safety hazard to surrounding properties.

- January 22, 2025 – 307 Bog Road – Letter – Placing a temporary sign within the Township right of way. The property owner has since removed the sign, and the violation has been closed.
- January 22, 2025 – 300 Bog Road – Letter – Placing a temporary sign within the Township right of way. The property owner has since removed the sign, and the violation has been closed.
- January 22, 2025 – 167 Sunlight Court – Enforcement Notice – Establishing a vehicle service and repair facility on the subject property without first obtaining the necessary approvals. The property owner has since contacted our office in response to the Notice, and we are actively discussing the steps required moving forward.
- January 27, 2025 – 2975 Bartonsville Avenue – Enforcement Notice – A Property Maintenance Notice for permitting the accumulation of municipal waste and/or bulk items on the subject property.

Closed Violations:

- 2855 Route 715 – Establishing a TDU in the R-1 Zoning District. The property owner has since removed all listings of the property and the violation has been closed.
- 3111 Wiscasset Drive – Displaying feather flags on the subject property.
- 105 Burton Road – Installing a residential accessory structure, shed, on the subject property without first obtaining a zoning permit. The property owner has since obtained the required permit, and the violation has been closed.
- 19 Ski Side Court – Operating a Transient Dwelling Unit without a license in violation of the TDU Ordinance. The owner has since obtained their TDU License, and the violation has been closed.
- 307 Bog Road – Placing a temporary sign within the right of way.
- 300 Bog Road – Placing a temporary sign within the right of way.

District Magistrate Hearings:

- 541 Upper Deer Valley Road – Eight (8) non-traffic citations were refiled to a new address of the owner for operating a TDU without a license in violation of Chapter 302 of the Township Code of Ordinances.
- 230 Bob White Drive – A civil complaint was filed for establishing and operating a TDU in the R-1 Zoning District. This hearing has been scheduled for Thursday, February 20, 2025, at 12:30 PM.
- 20 Ski Side Court – Seven (7) non-traffic citations were filed for operating a TDU without a license in violation of Chapter 302 of the Township Code of Ordinances.

Upcoming Public Hearings:

- 1231 Skyview Drive – An appeal of a Notice of Violation that was issued for establishing a Transient Dwelling Use on the property. This hearing has been scheduled for Tuesday, February 28, 2025, at 5:00 PM.
- Parcel 12.11A.1.93 – An appeal of a Dangerous Structure Notice of Violation. A date for this hearing has yet to be determined.
- 5221 Sunset Terrace – An appeal of a zoning permit denial letter that was issued by the Zoning Officer. The application was denied, as the boulder wall is located within a required drainage and utility easement. A date for this hearing has yet to be determined.

POCONO AND HAMILTON TOWNSHIPS REGIONAL SEWER SYSTEM
RESERVATION OF SEWER CAPACITY APPLICATION

PIN: 12638100254574 DATE: January 23, 2025

PROPERTY ADDRESS: 3481 Route 611, Bartonsville, PA 18321

OWNER(S) NAME: 611 Land Development, LLC APPLICANT(S) NAME: _____
(If not owner)

ADDRESS: 2227 Scranton Carbondale Highway ADDRESS: _____
Scranton, PA 18508

TELEPHONE #: (570) 291-4260 TELEPHONE #: _____

Email Address: sonny@tryonvo.com Email Address: _____

Brief Description of Project: The project involves the construction of a new Dual Brand Hotel by Marriott with 120 rooms on Lot #2 with access directly from SR 611 with associated, parking, stormwater management & utilities.

The Applicant(s) hereby request(s) to reserve 45 EDU's of sewer capacity in the Pocono and Hamilton Township Regional Sewer System for the above described property and Project, based upon the sewage flow calculation for the Project attached hereto and incorporated herein by reference. This reservation is requested for a period of 5 years.

Applicant(s) acknowledge(s) receipt of a copy of the "TOWNSHIP OF POCONO POLICY REGARDING SEWER 'WILL SERVE' LETTERS, SEWER SYSTEM CAPACITY RESERVATION AND SEWER SYSTEM CONNECTIONS FOR NEW DEVELOPMENT" which is incorporated herein by reference and which governs this application and any reservation granted by the Board of Commissioners in relation thereto.

Reservation Fee:

First Year: No. of EDU's
Reserved: 45 x 15% = 6.75 x \$85.54 per month = \$577.40 per month

Second Year: No. of EDU's
Reserved: 45 x 30% = 13.50 x \$85.54 per month = \$1,154.79 per month

Third Year: No. of EDU's
Reserved: 45 x 45% = 20.25 x \$85.54 per month = \$1,732.18 per month

Fourth Year: No. of EDU's
Reserved: 45 x 60% = 27.00 x \$85.54 per month = \$2,309.58 per month

Fifth Year: No. of EDU's
Reserved: 45 x 60% = 27.00 x \$85.54 per month = \$2,309.58 per month

TOTAL YEAR \$6,928.80

CHECK # 1834
\$6928.80
(23)

Attached is a check payable to "Pocono Township" in the amount required representing the applicable Reservation Fee for the first month of the First Year. If this application is not approved, said check will be returned.
Individual Applicants:

Print Name _____ Print Name _____

Signature _____ Signature _____

Entity Applicants

Name of Entity: 611 Land Development, LLC

Name of Signatory: Amarbir Singh, Member

Signature and Title _____
Member

Application: (Approved) (Disapproved) by the Board of Commissioners on _____

Board of Commissioners of Pocono Township

By: _____
(Vice) President

611 Land Development LLC
2227 Scranton Carbondale Hwy
Scranton, PA 18508

Peoples Security Bank & Trust
60-1180/313

1834

1/23/2025

PAY TO THE
ORDER OF Pocono Township

\$ **\$6,928.80

Six Thousand Nine Hundred Twenty-eight And 80/100*****

DOLLARS

Pocono Township
112 Township Drive
Tannersville PA 18372

VOID AFTER 120 DAYS

MEMO
PIN 12638100254574 - EDU Reserve 2025


AUTHORIZED SIGNATURE

⑈001834⑈ ⑆031311807⑆ 53474018⑈

THIS DOCUMENT CONTAINS A COLOR BACKGROUND. PLEASE PRINT. MICR LINE IS LOCATED BELOW THE WARNING BAND.

611 Land Development LLC

1834

Pocono Township
1/23/2025

Reference	Date	Description	Amount	Paid Amount
Reserve Fee-Annual 2025	1/23/2025	PIN 12638100254574 - EDU Reserve 2025	\$6,928.80	\$6,928.80

TO: POCONO TOWNSHIP
112 TOWNSHIP DR
TANNERSVILLE, PA 18372

DATE: October 1, 2024

ATTENTION: Patrick Briegel

ONE (1) NEW 2024 CATERPILLAR BROOM, PICKUP, BP25, 24V S/N N/A

HOOK, BROOM, FUSION

Selling Price: \$20,600.00

Warranty:
2 YEAR EPP PARTS & LABOR

Finance Summary:
Selling Price \$20,600.00

Net Selling Price \$20,600.00

Remarks: AVAILABLE UNDER COSTARS STATE CONTRACT 4400028102 PARENT CONTRACT
4400027914

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00 DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Darryl L. Gulvas QN: S000212621

DELIVERY:

LEAD TIME: To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL – INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY), DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.

CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, **without any warranty whatsoever, except as may be expressly stated on the face hereof.**

CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell "Work" – SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW – the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follows:
 - a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed;
 - b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and
 - c. Special terms expressly stated on the face hereof;
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work – for one hundred eighty (180) days from the date such Work is completed – to be free from defects in materials and workmanship;
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort – whether based on strict liability, or any other theory of tort liability – for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty, defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.
- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.
- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed.
- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location.

OTHER TERMS AND CONDITIONS

1) OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and

conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.

4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. In the event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in equity.

5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.

6) LAWS GOVERNING – EXCLUSIVE VENUE – STATUTE OF LIMITATIONS – AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. If any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.

7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filing any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security interest in the Product.

8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.

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

Customer: _____

By: _____ Date: _____

Title: _____

Manager's Signature: _____

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025-

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

WHEREAS, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania deem **it to be....**

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

SECTION 1. The Township of Pocono Code of Codified Ordinances; Part II, General Legislation; is hereby amended by adding the following:

“Chapter ____ Mobile Food Vendors

§ **CHAPTER- . Short Title.**

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

§ **CHAPTER- . Scope.**

1. The provisions of this article shall apply to mobile food vendor operations engaged in the business of cooking, preparing, and/or distributing food or beverage with or without charge from mobile food vendors on or in public, private or restricted spaces.
2. This article shall not apply to locations within the Township that have received approval for continued operation of a designated mobile food vendor court, or for events that have received Temporary Use Permits from the Zoning Officer in accordance with Chapter 470, the Township’s Zoning Ordinance.

§ **CHAPTER- . Definitions**

For the purpose of this chapter, certain terms, phrases and words are defined as follows:

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

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

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

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

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

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

MOBILE VENDING CART A mobile food cart that does not travel under their own power and that are set up on the street that are licensed to sell food to passers-by.

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

§ **CHAPTER- . Mobile Food Vendor Regulations.**

1. Location.

- a. A mobile food vendor must be located on private property.
- b. A mobile food vendor and all materials associated with the business shall be removed from the location by 10:00 p.m. each day.
- c. No mobile food vendor shall be located so as to obstruct a public sidewalk, public right-of-way, or clear sight triangle.
- d. Mobile food vendors shall not be located within 50 feet of any residential Zoning District.
- e. Mobile food vendors are permitted only within the Commercial District established by Chapter 470, the Township Zoning Code.

- f. A mobile food vendor selling prepared food shall not be located within 100 feet of an established restaurant during the restaurant's operating hours (determined by measuring from the edge of the mobile food vendor to the foundation of the restaurant) unless permission of the restaurant owner is provided.
 - g. A mobile food vendor shall be positioned on improved, designated parking spaces and shall not block: the main entry drive aisle or impact circulation overall; other access to loading areas; or emergency access and fire lanes. The mobile food vendor must also be positioned at least 15 feet away from any fire hydrants and driveway entrances.
 - h. A mobile food vendor shall not occupy parking spaces that are designated and required for the existing use(s) on the property. Proof of adequate parking capacity shall be provided to the Enforcement Officer prior to issuance of a mobile food vendor permit. There shall be a minimum of four (4) parking spaces allotted for the mobile food vendor.
- 2. Hours of Operation.
 - a. Mobile food vendors are allowed to operate between the hours of 8:00 a.m. and 9:00 p.m. No mobile food vendor shall operate past 9:00 p.m.
- 3. Noise/Light.
 - a. The operation of the mobile food vendor by use of a generator should not be loud enough to be plainly audible at a distance of 100 feet away. Excessive complaints about vehicle or generator noise will be grounds for the Enforcement Officer to require that the mobile food vendor change locations on the site or move to another property.
 - b. All portable or temporary lighting shall meet Township Code requirements and may remain on until 10:00 p.m. to allow for the safety of the patrons and employees and to allow for the site to be cleaned properly.
- 4. Dining Areas.
 - a. Designed dining areas for patrons of the mobile food vendor are not permitted.
- 5. Signage.
 - a. All signage shall be limited to the surface of the mobile food vendor itself. Only the food products for sale, the name of the business and a price list shall be listed. A Zoning Permit shall be obtained to display alternative signage not affixed to the mobile food vendor.
 - b. All signage shall comply with the regulations outlined in Chapter 470, Article VII of the Township Code of Ordinances.
- 6. Trash.
 - a. A mobile food vendor shall provide trash and recycling receptacles, and employees shall properly recycle containers and dispose of all trash, refuse and compost that is generated by the patrons in compliance with the Township Code of Ordinances.

§ CHAPTER- . Application for Permit.

1. Application requirements. The following are required as part of a mobile food vendor permit application for a mobile food vendor:
 - a. The name of the business and its owner or owners and the mailing address of the business.
 - b. A site plan indicating the location of the proposed mobile food vendor on the property in which they are looking to operate.
 - c. Approval from the Pennsylvania Department of Agriculture stating that the mobile food vendor meets all applicable standards prior to operation. must be maintained for the duration of the mobile food vendor permit.
 - d. Proof of access to restroom facilities within 500 feet for the use of the mobile food vendor employees.
 - e. The license plate number for any mobile food vendor proposed to operate within the Township of Pocono.
 - f. Written permission from the owner(s) of the private properties upon which the permit holder will operate and dates/times.
 - g. Proof of adequate parking capacity for the existing use(s) on the property and the mobile food truck vendor.
 - h. The applicant shall pay a licensing fee as established by resolution.
2. All mobile food vendor permits shall be in effect as of the date of issuance and shall remain in effect for a period of three months thereafter.
3. Every mobile food truck shall post its permit, or a copy of the permit, in a conspicuous place to which the public has access by sight.
4. The Enforcement Officer may set a limit on the number of total permits that may be issued per year for the same mobile food vendor and/or mobile food vendor owner. In no case, shall there be more than three (3) permits issued per year to the same mobile food vendor and/or mobile food vendor owner.
 - a. Upon receipt of a mobile food vendor application, the Enforcement Officer shall advise the applicant whether or not the limitation has been met.
5. Permit Denial. Within 60 days of the submission of a completed application, the Enforcement Officer shall either issue or deny the application for a mobile food vendor permit.
 - a. If the application is denied in whole or in part, the Enforcement Officer shall state in writing the specific reasons for the denial. Any applicant who has been denied a permit may appeal such denial by submitting a written request for a hearing to the Township within 10 days of denial. Such hearing shall be conducted by the Board of Commissioners within 60 days of receipt of said appeal. The decision resulting therefrom shall be final and subject only to judicial review under Pennsylvania law.

§ CHAPTER -. Transfer of Permit Prohibited.

1. No person holding a permit for a mobile food vendor shall sell, lend, lease or in any manner transfer a mobile food vendor permit.

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

§ CHAPTER -. Enforcement.

1. Appointment; responsibility for enforcement. The Board of Commissioners shall appoint an individual, agency or firm to serve as the Enforcement Officer, who shall be responsible for enforcing the terms of this chapter.
2. If it appears to an Enforcement Officer that a violation of this chapter or an issued mobile food vendor permit exists or has occurred, the Enforcement Officer shall provide a written notice of violation to the owner, delivered personally, or by both United States first-class and certified mail. The enforcement notice shall identify the mobile food vendor which is the subject of the violation, enumerate the conditions which constitute the violation, cite the specific sections of this chapter or regulations which are violated, indicate the action required to correct the violation, and provide a time frame (established by the Enforcement Notice based upon the nature of the violation) to correct the violation. The time frame may be immediate; however, in no event shall the time within which to correct the violation exceed seven days.

§ CHAPTER -. Violations and Penalties.

1. Any violation of this chapter which has not been corrected within the time frame set forth in the notice of violation shall be enforced by action brought before a Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, partnership, corporation or other entity who or which violates or permits a violation of the provisions of this chapter shall, upon conviction in a summary proceeding, pay a fine of not less than \$300 nor more than \$1,000 per violation, plus all court costs and reasonable attorney's fees incurred by the Township in the enforcement proceedings, and/or be imprisoned to the extent allowed by law for the punishment of summary offenses. Each day or portion thereof that a violation exists or continues shall constitute a separate violation. Further, the appropriate Enforcement Officers, agents, or representatives of the Township are hereby authorized to seek equitable relief, including injunction, to enforce compliance with this chapter. All fines, penalties, costs and reasonable attorneys' fees collected for the violation of this chapter shall be paid to the Township for its general use.
2. In addition to, but not in limitation of, the provisions of this section, the Enforcement Officer may either revoke, or deny an application to renew, a mobile food vendor permit, for failure to comply with the mobile food vendor permit, the provisions of this chapter or to provide accurate information on the mobile food vendor permit application. The mobile food vendor permit will be revoked, or application to renew denied, for a period of one year for two uncured or repeated violations of this chapter. The Enforcement Officer shall issue, in writing, a notice of revocation or denial to the owner.

§ CHAPTER -. Municipal Liability

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

SECTION 2. REPEALER

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

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE

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

ENACTED AND ORDAINED this _____ day of _____ 2025.

ATTEST:

**TOWNSHIP OF POCONO,
MONROE COUNTY**

Jerrold Belvin
Township Manager

Richard Wielebinski
President, Board of Commissioners

POCONO TOWNSHIP PLAN STATUS
02/03/2025

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) (4/28/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. <u>Preliminary</u> Approval 2/28/22	Cond. <u>Preliminary</u> Approval 3/7/22					
1388		2130146R	Stadden Group-Pocono Creek (9/27/21)(12/28/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
PRD TENTATIVE PLAN APPROVAL													
1388		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Dev't	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017	4/3/2018				
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Dev't	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017	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 2/6/26	8/6/2025	11/6/2025		Extension Requested 1/21/25
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 7/10/23	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		
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/18/24)	Land Dev't	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		

POCONO TOWNSHIP PLAN STATUS
02/03/2025

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
1431	POCO-R0810	-	Iroquois Ridge/Back Minor Subdivision (Sullivan Trail) (718) Minor Sub	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24	12/16/2025	6/16/2025	9/16/2025		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. Encl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					
LAND DEVELOPMENT WAIVER DENIAL													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					

POCONO TOWNSHIP PLAN STATUS
02/03/2025

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				9/2022	
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				9/26/2024	
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 8/9/21	BOC Approved 8/16/21				10/20/21	
1385	N/A	2130163R	Vassallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/24	
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				3/2022	
1393	POCO-R0625	2230179R	Cherry Lane Dev't Partners (Mawa-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				8/2022	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/2022	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/2022	
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
02/03/2025

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	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/6/2025	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/24	
1433	POCO-R0920	-	Terrery - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/24	
1435	POCO-R0960	-	Persoleo Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	

POCONO TOWNSHIP PLAN STATUS

02/03/2025

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
DENIED													
1272	N/A	1130255E	Kopelson Lot 3 Land Devt (08/13/13)	Commercial Land Devt	Prelim	unknown date	Recommended Denial 5/24/21	BOC Rejected 06/21/21					Appealed
	N/A	2030121R	Zitro & Roni Investments	Comm/Res Land Devt	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Rejected 06/21/21					
1405	N/A	2230192R	Blessing (Munz) Subdivision (8/8/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Rejected 10/17/22					
WITHDRAWN													
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/26/21)	Minor Sub	Final	9/16/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Devt	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Devt	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn

POCONO TOWNSHIP PLAN STATUS
02/03/2025

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 E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417		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 Scootrun Avenue	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1439	POCO-R1090	-	Summit Road Solar Array	Land Devt								
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	12/5/2024	1/13/2025		Extension rec'd 12/4
1426	POCO-R0750	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	4/5/2025	3/10/2025	3/17/2025	1/14/2025	1/13/2025		30 day extension rec'd on 1/15
Preliminary Plans Under Consideration												
1438	POCO-R1040	-	Trap Hotel Event Center (1/13/25)	Land Devt/Lot Consolidation	Prelim/Final	4/13/2025	3/10/2025	4/7/2025		1/13/2025		
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	4/13/2025	3/10/2025	4/7/2025		1/13/2025		
1421	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	6/7/2025	5/12/2025	6/2/2025	1/21/2025	1/13/2025		90 day ext. rec'd 1/13

POCONO TOWNSHIP PLAN STATUS

02/03/2025

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
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Prelim/Final	3/30/2025	3/10/2025	3/17/2025	10/9/2024	1/13/2025		Extension to 3/30 rec'd 1/9
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	3/31/2025	3/10/2025	3/17/2025	10/22/2024	1/13/2025		Extension to 3/31 rec'd 1/20
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	12/5/2024	1/13/2025		Extension rec'd 12/4
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	6/2/2025	5/12/2025	6/2/2025	8/15/2024	1/13/2025		90 day extension rec'd 1/20
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	9/9/2025	8/11/2025	9/2/2025	2/23/2024	1/13/2025		6 month extension rec'd 1/20/25
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	8/11/2025	7/14/2025	8/4/2025	1/25/2024	1/13/2025		6 month extension rec'd 1/8/24
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	1/13/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

POCONO TOWNSHIP PLAN STATUS
02/03/2025

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												
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	Recommended for approval 1/13/25	90 day extension rec'd 11/4
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												