



POCONO TOWNSHIP COMMISSIONERS

AGENDA

April 21, 2025 | 6:00 p.m.

112 Township Drive, Tannersville, PA

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

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

Announcements

- An executive session was held prior to this meeting to discuss personnel.
- The public comment period is open for the 2025 5-year Hazard Mitigation Plan. Please use the provided link to view and comment:
<https://www.surveymonkey.com/r/MonroePublicComment2025>

Presentations

- Motion to appoint Denise Ackerman from the ZHB Alternate position to a Full Member **(Possible Action Item)**
- Interview of Douglas Olmstead for the open Alternate position with the ZHB **(Possible Action Item)**

Hearings

Hearing #1

- Motion to open the hearing to consider for approval the request of NFERRAROO, LLC, for an intermunicipal transfer of Restaurant Liquor License No. R-21177 to their proposed restaurant facility located at 2797 Route 611, Tannersville, PA. and consider for adoption a Resolution approving the transfer of Restaurant Liquor License No. R-21177 into Pocono Township, Monroe County from the Borough of Mt. Pocono, Monroe County. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action Item)**
- Motion to _____ the request of NFERRAROO, LLC, for an intermunicipal transfer of Restaurant Liquor License No. R-21177 to their proposed restaurant facility located at 2797 Route 611, Tannersville, PA. and consider adopting a Resolution approving the transfer of Restaurant Liquor License No. R-21177 into Pocono Township, Monroe County from the Borough of Mt. Pocono, Monroe County. **(Action Item)**

- Motion to approve Resolution 2025-14 for the transfer of Pennsylvania Restaurant Liquor License No. R-2177 into Pocono Township from the Borough of Mount Pocono. **(Possible Action Item)**

Hearing #2

- Motion to open the hearing to consider for approval the request to consider a waiver request from the provisions set forth under 25 PA Code §72.33 Well isolation distance exception by Michael Persoleo, owner of and involving real property known as 1376 Waterview Dr. Scotrun, PA. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action Item)**
- Motion to _____ the Well Isolation waiver for the real property known as 1376 Waterview Dr. Scotrun, PA. **(Action Item)**

Hearing #3

- Motion to open the hearing to amend the Code of Ordinances of Pocono Township, Chapter 425, Vehicles & Traffic, Article I, Speed Limits, Section 425-1, establishing a maximum speed limit of Twenty-Five (25) miles per hour for motor vehicles on Post Hill Road and Section 425-11, restricting truck traffic on Post Hill Road. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing (Action Item)
- Motion to approve Ordinance No. 2025-04 amending the Code of Ordinances of Pocono Township, Chapter 425, Vehicles & Traffic, Article I, Speed Limits, Section 425-1, establishing a maximum speed limit of Twenty-Five (25) miles per hour for motor vehicles on Post Hill Road and Section 425-11, restricting truck traffic on Post Hill Road **(Action Item)**

Hearing #4

- Motion to open the hearing to amend Ordinance, Chapter 90, Airport Zoning adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 90, Airport Zoning adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. **(Action Item)**

Hearing #5

- Motion to open the hearing to amend Ordinance, Chapter 129, Burning, Open; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 129, Burning, Open; adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. **(Action Item)**

Hearing #6

- Motion to open the hearing to amend Ordinance, Chapter 205 Floodplain Management adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 205 Floodplain Management adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. **(Action Item)**

Hearing #7

- Motion to open the hearing to amend Ordinance, Chapter 212 Furnaces, Outdoor; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 212 Furnaces, Outdoor adding additional provision for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. **(Action Item)**

Hearing #8

- Motion to open the hearing to amend Ordinance, Chapter 220 Grading, Erosion and Sedimentation Control; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 220 Grading, Erosion and Sedimentation Control adding additional provisions for nuisance to the Ordinance and repealing all ordinance inconsistent therewith. **(Action Item)**

Hearing #9

- Motion to open the hearing to amend Ordinance, Chapter 230 Insurance Proceeds; Emergency Responses and Alarms; adding additional provisions for nuisances. **(Action item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action item)**
- Motion to approve the amendment of Ordinance Chapter 230 Insurance Proceeds; Emergency Responses and Alarms adding additional provision for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. **(Action Item)**

Hearing #10

- Motion to open the hearing to amend Ordinance, Chapter 235 Junkyards and Junk Vehicles; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance Chapter 235 Junkyards and Junk Vehicles adding additional provision for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. **(Action Item)**

Hearing #11

- Motion to open the hearing to amend Ordinance, Chapter 250 Maintenance of Properties; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action Item)**
- Motion to approve the amendment of Ordinance Chapter 250 Maintenance of Properties adding additional provision for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith **(Action Item)**

Hearing #12

- Motion to open the hearing to amend Ordinance, Chapter 302 Transient Dwelling Use of Single-Family Dwellings; adding additional provisions for nuisances. (Action Item)
- Board Comments & Public Comments.
- Motion to close the hearing (Action Item)

- Motion to approve the amendment of Ordinance, Chapter 302 Transient Dwelling Use of Single-Family Dwellings adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith (Action Item)

Hearing #13

- Motion to open the hearing to amend Ordinance, Chapter 333 Sewers, and Sewage Disposal; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 333 Sewer, and Sewage Disposal; adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith **(Action Item)**

Hearing #14

- Motion to open the hearing to amend Ordinance, Chapter 356 Solid Waste; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 356 Solid Waste adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. **(Action Item)**

Hearing #15

- Motion to open the hearing to amend Ordinance, Chapter 365 Stormwater Management; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 365 Stormwater Management adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. **(Action Item)**

Hearing #16

- Motion to open the hearing to amend Ordinance, Chapter 382 Structures, dangerous; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 382 Structures, dangerous adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. **(Action Item)**

Hearing #17

- Motion to open the hearing to amend Ordinance, Chapter 404 Tires; adding additional provisions for nuisances. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing. **(Action Item)**
- Motion to approve the amendment of Ordinance, Chapter 404 Tires adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. **(Action Item)**

Resolutions

- Motion to approve Resolution 2025-07 Granting conditional approval of the 611 Land Development, LLC Dual Brand Hotel Lot 2 Land Development Plan. **(Possible Action Item)**

- Motion to approve Resolution 2025-12 Granting Conditional Approval of the Amended Swiftwater Solar LDP Phase B. **(Possible Action Item)**
- Motion to approve Resolution 2025-13 for preparation & Submission of Declarations of Taking & Related Documentation for the Condemnation of Land for Right of Way for Public Traffic Improvements. **(Possible Action Item)**

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - o Old business consisting of the minutes of the April 7, 2025 regular meeting of the Board of Commissioners.
 - o Financial transactions through April 21, 2025 as presented, including ratification of expenditures in the amount of \$679,837.48 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers. **(Action Items)**

NEW BUSINESS

Personnel – None

Report of the President

Richard Wielebinski

- Motion to award the 2025 Seal Coat Bid to _____. **(Possible Action Item)**
- Motion to accept & approve the following Pocono Township Police Department Policies: Use of Force, Training, Supervision Staffing Levels, Retiree Concealed Firearms, Organizational Structure & Responsibility, Handcuffing & Restraints, Electronic Mail, Departmental Directives, Administrative Communications (As approved by Labor Council & Pocono Township Civil Service Commission) **(Possible Action Item)**
- Motion to have Township Solicitor send a trespass/ban from all Pocono Township parks to Kyle Whitmore. **(Possible Action Item)**
- Motion to award the Learn Road Roundabout project to Northeast Site Contractors with a winning bid of \$335,411.50. **(Possible Action Item)**
- Motion to authorize sewer engineer, public works director, and SEO to explore extending water and sewer service to Pocono Laurel Lakes Property Owners Association. **(Possible Action Item)**

Commissioner Comments

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – SBA Cell Tower
- Update – Solar Field
- Update – Kennel
- Motion to authorize the Township Solicitor to draft a zoning ordinance amendment to incorporate nuisance-related provisions. **(Possible Action Item)**
- Discussion and possible motion to exclude cell towers from essential services. **(Possible Action Item)**

Brian Winot – Commissioner

Mike Velardi – Commissioner

Reports

Zoning – SFM Consulting - Report Attached

Quarterly Fire Report – Assistant Chief – Cory Sayer

Police – Chief James Wagner (First Meeting of Month)

Township Manager’s Report – Jerrod Belvin

- Update Green Light Go
- NCC Update
- UST Inspection & Update
- Motion to accept service agreement from Johnson Controls, for Lighting & HVAC at 205 Old Mill Road Administrative Building **(Possible Action Item)**

Public Works/Sewer Report – Patrick Briegel

- Sewer Business Update
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects
- Motion to partner with Rent4Fun to add 4 rental Kiosks for MVP & TLC parks (2 pickleball, basketball, soccer), in the amount of \$12,000 as marked in the capital budget for 2025. **(Possible Action Item)**

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

Township Engineer Report – T&M Associates

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

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

- Sewer Business Update
- General legal update
- Update – Archer Lane
- Learn Road Easement Process
- TASA Sidewalk Update – Easements
- Motion to advertise amendments to the Zoning Ordinance regarding the definition of nuisance being added to the Kennel provisions and the term “Essential Services” to Exclude Solar Arrays and Wind Turbines, adding them as uses in the Industrial District and to the tops of existing structures in the Commercial District. **(Possible Action Item)**

Public Comment

Adjournment

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for approval at a Public Hearing to be held at 6:00 p.m. on the 21st day of April, 2025, the request of NFEERRARO, LLC, for an intermunicipal transfer of Restaurant Liquor License No. R-21177 to their proposed restaurant facility located 2797 Route 611, Tannersville (Pocono Township), Pennsylvania 18372, pursuant to the Pennsylvania Liquor Code, as amended. The Board of Commissioners will also consider for adoption at this Public Hearing a Resolution approving said transfer of Restaurant Liquor License No. R-21177 into Pocono Township, Monroe County from the Borough of Mt. Pocono, Monroe County, Pennsylvania. Copies of the proposed Resolution are available for review at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pa. 18372, during normal business hours.

Leo V. DeVito, Jr., Esquire
Pocono Township Solicitor

RESOLUTION NO.2025-14

**A RESOLUTION OF POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
APPROVING THE TRANSFER OF PENNSYLVANIA RESTAURANT LIQUOR
LICENSE NO. R-21177 BY NFERRARO, LLC INTO
POCONO TOWNSHIP, MONROE COUNTY**

WHEREAS, Act 141 of 2000 (the “Act”) authorizes the Pennsylvania Liquor Control Board (“PLCB”) to approve, in certain instances, the transfer of restaurant and eating place liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in section 461 of the Liquor Code if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; *and*

WHEREAS, the Act requires the applicant obtain from the receiving municipality a resolution or ordinance approving the inter-municipal transfer of the liquor license prior to the applicant’s submission of an application to the PLCB; *and*

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution or ordinance by the receiving municipality, at least one be held for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding the applicant’s intent to transfer a liquor license into the receiving municipality; *and*

WHEREAS, an application for transfer filed under the Act must contain a copy of the Resolution adopted by the receiving municipality approving the transfer of the liquor license into the receiving municipality; *and*

NOW, THEREFORE, BE IT RESOLVED that NFERRARO, LLC, has requested the approval of the Pocono Township Board of Commissioners (the “BOC”) for the proposed transfer of Pennsylvania Restaurant Liquor License No. R-21177 from Ron-Fred Inc., 1224 Pocono Blvd., Mt. Pocono, PA 18344 to a proposed restaurant facility located at 2797 Route

611, Tannersville (Pocono Township), Pennsylvania 18372 with the understanding that said transfer must be approved at a later date by the PLCB; *and*

BE IT FURTHER RESOLVED, that the BOC had held a properly advertised public hearing pursuant to the notice provisions of § 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED, that the BOC approves by adoption this Resolution for the proposed intermunicipal transfer of Pennsylvania Restaurant Liquor License No. R-21177 NFERRARO, LLC; and

BE IT FURTHER RESOLVED, that transfers, designations, and assignments of licenses hereunder are subject to approval by the PLCB.

DULY ADOPTED this ____ day of _____, 2025, by the Pocono Township Board of Commissioners..

**BOARD OF COMMISSIONERS
OF POCONO TOWNSHIP**

Richard Wielebinski
President

ATTEST:

Jerrold Belvin,
Township Manager

LEGAL NOTICE

NOTICE IS GIVEN that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will hold a public hearing, held pursuant to the Pennsylvania Local Agency Law, commencing at 6:00 p.m. on April 21, 2025, at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pennsylvania 18372 to consider a waiver request from the provisions set forth under 25 Pa. Code §72.33 *Well isolation distance exception* by Michael Persoleo, owner of and involving real property known as 1375 Waterview Dr, Scotrun (Pocono Township), Pennsylvania 18355; Monroe County Tax Parcel I.D. No. 12.16A.1.43; Map/PIN # 12635301183845 (the "Subject Property").

Copies of the application materials are available for public inspection at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, Pennsylvania 18372, during normal business hours. An opportunity will be afforded to any citizen and to all parties in interest to be heard with respect to this application.

Leo V. DeVito, Jr., Esquire
Township Solicitor

March 12, 2025

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

Dear Supervisors,

We are the owners of a property at 1375 Waterview Drive and we are currently in the process of obtaining a permit to replace the existing cesspool and install an Eljen Septic System. In an effort to resolve the existing problem, our septic system consultant CJ Swezy from Avalanche Septic Services, LLC has used "best technical guidance" as described in the Pennsylvania Code, Title 25, Chapter 73, Section 73.3(b).

There was an issue that came up at the beginning of this process. The well for our property was actually on the neighboring property which we own. We had to complete the process of combining the neighboring lots so the well would be on the same property. This process has been completed and the attached document is the current deed of the property.

Even with the combining of the lots, my replacement absorption area will ultimately encroach on the regulated isolation distance (100 feet) to my well. However, Chapter 73.3(b) of the regulations references Chapter 72, Section 72.33, relating to well distance exemptions. Accordingly, under repair situations, both of those sections of the regulations grant authorization to the local agency to waive the requirements of Section 72.33.

Currently on my property, the distance from the existing well to the existing cesspool septic system is approximately 66 feet. The new proposed absorption area which will meet all other PA DEP sewage regulations and will be approximately 78 feet from the existing well. Due to the size of my lot and the need to replace the current cesspool, this is the only option I have to correct the situation. Please accept this letter as a request to waive the Chapter 72.33 requirements.

Sincerely,

Micahel Persoleo

Michael Persoleo SR 3-12-24

§ 72.33. Well isolation distance exemption.

(a) Any minimum distance requirement between a private well and a proposed absorption area specified in Chapter 73 (relating to standards for onlot sewage treatment facilities) is not applicable if the local agency finds that the installation of a proposed individual sewage system does not pose a threat of pollution to any well on the same lot within the distance specified by regulation. The minimum distance between a proposed individual sewage system on the applicant's lot and any wells on any other lot, regardless of the ownership of that lot, shall meet the minimum horizontal isolation distances in § 73.13 (relating to minimal horizontal isolation distances) except as provided in § 73.3(b) (relating to policy).

(b) If a repair to a malfunctioning onlot system is being considered under § 73.3(b), the requirements of this section may be waived at the sole discretion of the local agency.

(c) The applicant shall submit a formal written request for a well isolation distance exemption to the local agency. The request shall include:

(1) Appropriate groundwater studies.

(2) Payment of fees or costs incurred by the local agency to review the groundwater study.

(d) Upon receipt of the items required in subsection (c), a local agency, other than a delegated agency, shall act upon an application for an exemption under this section within 45 days after receipt of a request for an exemption. A delegated agency shall act on any application for an exemption under this section within 30 days after receipt of a request for exemption.

(e) The local agency, municipality, sewage enforcement officer and Department will incur no liability as a result of the local agency granting an exemption under this section.

Authority

The provisions of this § 72.33 amended under section 9 of the Pennsylvania Sewage Facilities Act (35 P. S. § 750.9); The Clean Streams Law (35 P. S. § § 691.1—691.1001); and section 1920-A of The Administrative Code of 1929 (71 P. S. § 510-20).

Source

The provisions of this § 72.33 adopted November 7, 1997, effective November 8, 1997, 27 Pa.B. 5877.

Cross References

This section cited in 25 Pa. Code § 72.32 (relating to sales contracts); 25 Pa. Code § 73.3 (relating to policy); and 25 Pa. Code § 73.13 (relating to minimum horizontal isolation distances).

No part of the information on this site may be reproduced for profit or sold for profit.

This material has been drawn directly from the official Pennsylvania Code full text database. Due to

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider at a Public Hearing to be held at 6:00 p.m. on the 21st day of April, 2025, at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, Pennsylvania 18372, the adoption of an Ordinance amending the Code of Ordinances of Pocono Township, Chapter 425, Vehicles and Traffic, Article I, Speed Limits, Section 425-1, establishing a maximum speed limit of twenty-five (25) miles per hour for motor vehicles on Post Hill Road, and Section 425-11, restricting truck traffic on Post Hill Road. Copies of the proposed Ordinance may be examined without charge or obtained for a charge not greater than the actual cost of reproduction thereof at the Pocono Township Municipal Building during regular business hours.

Leo V. DeVito, Jr., Esquire
Solicitor of Pocono Township

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025-04

**AN ORDINANCE OF THE TOWNSHIP OF POCONO,
COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA AMENDING
CHAPTER 425 VEHICLES AND TRAFFIC; ARTICLE I SPEED LIMITS; §425-1
SPEED LIMITS, ESTABLISHING A MAXIMUM SPEED LIMIT OF TWENTY-FIVE
(25) MILES PER HOUR FOR MOTOR VEHICLES ON POST HILL ROAD; AND,
ARTICLE IV TRAFFIC REGULATIONS; § 425-11 TRUCK TRAFFIC RESTRICTED
ON CERTAIN ROADS, ESTABLISHING A RESTRICTION ON TRUCK TRAFFIC
AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES
INCONSISTENT HEREWITH.**

WHEREAS, The Board of Commissioners of the Township of Pocono, Monroe County, Pennsylvania (the "BOC") is concerned that vehicles are traveling at unsafe speeds on Post Hill located within the Township of Pocono, Monroe County, Pennsylvania (the "Township"); and

WHEREAS, Post Hill Road does not have an ordained speed limit, in addition to the fact that it is unsigned, making the de facto legal speed limit Fifty-Five (55 mph) miles per hour; and,

WHEREAS, the BOC has asked the Township Engineer, T&M Associates, Inc. to conduct an engineering and traffic study (the "Traffic Study") to determine the most appropriate safe, legal speed limit for Post Hill Road; and,

WHEREAS, the Pennsylvania Vehicle Code, Title 75 §6109(a)(10) gives municipalities the authority to establish speed limits on township roads as authorized in Subchapter F of Chapter 33 of said title; and,

WHEREAS, the Traffic Study report was issued on January 30, 2025, recommending a speed limit for Post Hill Road of Twenty-Five (25 mph) miles per hour for its entire length as well as a prohibition on truck traffic with the exception of local deliveries; and,

WHEREAS, the BOC deems it to be in the best interests, and for the general welfare of the citizens of Pocono Township and all motorists, to establish a maximum speed limit of Twenty-Five (25 mph) miles per hour on Post Hill Road as well as restrict truck traffic.

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 amended" and the Pennsylvania Motor Vehicle Code, as follows:

SECTION 1. Chapter 425 *Vehicles and Traffic*; Article I *Speed Limits*; §425-1 *Maximum Speed Limits* is amended to add the following:

"I. Post Hill Road shall have a maximum speed limit of 25 miles per hour for its entire length."

SECTION 2. Chapter 425 *Vehicles and Traffic*; Article IV *Traffic Regulations*; §425-1 *Truck traffic restricted on certain roads* is amended to add the following:

"(3) Post Hill Road for its entire length."

SECTION 3. SEVERABILITY.

The provisions of this Ordinance are severable, and in the event that any provisions is held invalid, void, illegal, or unconstitutional by any Court, it is the intent of the Board of Commissioners that such determination by the Court shall not affect or render void the remaining provisions of this Ordinance

SECTION 4. REPEALER.

If any Township Ordinance that is inconsistent or in direct conflict with this Ordinance is hereby repealed, but only to the extent of the inconsistency or conflict.

SECTION 5. EFFECTIVE DATE.

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

ENACTED AND ORDAINED this _____ of _____ 2025.

ATTEST:

TOWNSHIP OF POCONO,
MONROE COUNTY

Jerrod Belvin
Township Manager

Richard Wielebinski
President, Board of Commissioners

LEGAL NOTICE

NOTICE is hereby given that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will consider for adoption at a Public Meeting to be held at 6:00 p.m. on the 21st day of April, 2025, at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, Pennsylvania 18372, ordinances amending the Pocono Township Code of Ordinances, Chapter 90, Airport Zoning; Chapter 129 Burning, Open; Chapter 205 Floodplain Management; Chapter 212 Furnaces, Outdoor; Chapter 220 Grading, Erosion and Sedimentation Control; Chapter 230 Insurance Proceeds; Emergency Responses and Alarms; Chapter 235 Junkyards and Junk Vehicles; Chapter 250 Maintenance of Properties; Chapter 302 Transient Dwelling Use of Single-Family Dwellings; Chapter 333 Sewers and Sewage Disposal; Chapter 356 Solid Waste; Chapter 365 Stormwater Management; Chapter 382 Structures, Dangerous; and, Chapter 404 Tires (collectively the "Ordinances"); adding additional provisions for nuisances to the Ordinances and repealing all ordinances inconsistent therewith. Copies of the proposed Ordinances are available for review at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pennsylvania 18372, during normal business hours.

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

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -05

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 90 AIRPORT ZONING; SECTION
90-2 LEGISLATIVE AUTHORITY, ET AL; AND, SECTION 90-3 WORD
USAGE, ET AL, ADDING ADDITIONAL PROVISIONS FOR
NUISANCES AND REPEALING ALL ORDINANCES INCONSISTENT
THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 90 *Airport Zoning* by amending § 90-2 *Legislative authority; findings; prevention of obstructions* and § 90-3 *Word usage; definitions* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 90 *Airport Zoning*; § 90-2 *Legislative authority; findings; prevention of obstructions*; Subsection B is deleted in its entirety and replaced as follows:

“B. It is hereby found that an obstruction has the potential for endangering the lives and property of users of public airports which, or the zones for which, are located partly or wholly within Pocono Township, Monroe County, Pennsylvania, and property or occupants of land in the vicinity of the same; that an obstruction may affect existing and future instrument approach minimums of such public airports; and that an obstruction may reduce the size of areas available for the landing, takeoff and maneuvering of aircraft, thus tending to destroy or impair the utility of any such public airport and the public investment therein. Accordingly, it is declared that:

- (1) The creation or establishment of an obstruction has the potential of being a Private Nuisance or Public Nuisance and may injure the region served by a public airport;
- (2) It is necessary in the interest of the public health, safety, morals and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
- (3) The prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.”

SECTION 2. Chapter 90 *Airport Zoning*; § 90-3 *Word usage; definitions* is amended by adding the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -06

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 129 BURNING, OPEN; SECTION
129-4 NUISANCE DECLARED, ET AL; SECTION 129-5 DEFINITIONS;
SECTION 129-6 REQUIREMENTS; SECTION 129-8 ENFORCEMENT,
ET AL; AND, SECTION 129-9 MUNICIPAL LIABILITY, ADDING
ADDITIONAL PROVISIONS FOR NUISANCES AND REPEALING ALL
ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 129 *Burning, Open* by amending § 129-4 *Nuisance declared; persons responsible; prohibited conduct*; § 129-5 *Definitions*; § 129-6 *Requirements*; § 129-8 *Enforcement; compliance; violations and penalties; remedies and abatement*; and, § 129-9 *Municipal liability* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 129 *Burning, Open*; § 129-4 *Nuisance declared; persons responsible; prohibited conduct* is deleted in its entirety and replaced as follows:

“§ 129-4. Private Nuisance or Public Nuisance declared; persons responsible; prohibited conduct.

A. Any open burning which does not comply with the provisions of this chapter is hereby declared to be a Private Nuisance or a Public Nuisance.

B. It shall be the responsibility of the property owner of the premises upon which any open burning is being conducted, jointly with the person conducting such violation, to comply with the provisions of this chapter.

C. Any open burning which does not comply with the provisions of this chapter shall be deemed to be in violation of this chapter. The property owner of the premises upon which any such violation is occurring, as well as the person engaging in such violation, shall be subject to the penalties and remedies prescribed herein.”

SECTION 2. Chapter 129 *Burning, Open*; § 129-5 *Definitions* is amended by adding the following:

"PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 3. Chapter 129 *Burning, Open*; § 129-6 *Requirements*; Subsection A. *Prohibition; hours for open burning; extinguishment*; Parenthetical (3) *Extinguishment* is deleted in its entirety and replaced as follows:

"(3) Extinguishment. Any fire permitted to burn in an unsafe manner, under adverse weather conditions, unsupervised, or otherwise in violation of this chapter, or determined unsafe or a Private Nuisance or a Public Nuisance by the Zoning Officer, a police officer, or an official of the Fire Company shall be extinguished immediately upon demand by such officer or official, or may be extinguished as necessary by the Township or any fire company."

SECTION 4. Chapter 129 *Burning, Open*; § 129-8 *Enforcement; compliance; violations and penalties; remedies and abatement*; Subsection B. *Compliance* is deleted in its entirety and replaced as follows:

"B. Compliance. Failure to comply with any provision of this chapter, and/or failure to comply with an order to abate a Private Nuisance or Public Nuisance, shall constitute a violation of this chapter."

SECTION 5. Chapter 129 *Burning, Open*; § 129-9 *Municipal liability* is deleted in its entirety and replaced as follows:

"§ 129-9. Municipal liability.

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 Private Nuisance or Public Nuisance under the terms of this chapter. Any liability or damages resulting from activities or conditions constituting a Private Nuisance or Public Nuisance are the sole

responsibility of the owner of the property, and/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 6. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 7. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 8. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -07

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 205 FLOODPLAIN
MANAGEMENT; SECTION 205-35 VARIANCE PROCEDURES AND
CONDITIONS; AND, SECTION 205-37 DEFINITIONS, ADDING
ADDITIONAL PROVISIONS FOR NUISANCES AND REPEALING ALL
ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 205 *Floodplain Management* by amending § 205-35 *Variance procedures and conditions* and § 205-37 *Definitions* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 205 *Floodplain Management*; § 205-35 *Variance procedures and conditions*; Subsection A; Parenthetical (7)(c)[2] is deleted in its entirety and replaced as follows:

“[2] Nor create Private Nuisances or Public Nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.”

SECTION 2. Chapter 205 *Floodplain Management*; § 205-37 *Definitions* is amended by adding the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -08

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 212 FURNACES, OUTDOOR;
SECTION 212-4 DEFINITIONS; SECTION 212-7 SUSPENSION OF
OPERATION; SECTION 212-8 ENFORCEMENT, ET AL; AND,
SECTION 212-9 MUNICIPAL LIABILITY, ADDING ADDITIONAL
PROVISIONS FOR NUISANCES AND REPEALING ALL ORDINANCES
INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 212 *Furnaces, Outdoor* by amending its § 212-4 *Definitions*; § 212-7 *Suspension of operation*; § 212-8 *Enforcement; violations and penalties*; and § 212-9 *Municipal liability* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 212 *Furnaces, Outdoor*; § 212-4 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

collective quality of life, and may violate statutes, ordinances, or regulations designed to protect the community at large.”

SECTION 2. Chapter 212 *Furnaces, Outdoor*; § 212-7 *Suspension of operation*; Subsection F is deleted in its entirety and replaced as follows:

“F. Any other condition which constitutes a Private Nuisance or Public Nuisance.”

SECTION 3. Chapter 212 *Furnaces, Outdoor*; § 212-8 *Enforcement; violations and penalties*; Subsection B is deleted in its entirety and replaced as follows:

“B. Compliance. Failure to comply with any provision of this chapter, and/or failure to comply with an order to abate a Private Nuisance or Public Nuisance, shall constitute a violation of this chapter.”

SECTION 4. Chapter 212 *Furnaces, Outdoor*; § 212-9 *Municipal liability* is deleted in its entirety and replaced as follows:

“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 Private Nuisance or Public Nuisance under the terms of this chapter. Any liability or damages resulting from activities or conditions constituting a Private Nuisance or 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 5. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 6. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 7. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 - 09

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 220 GRADING, EROSION AND
SEDIMENTATION CONTROL; SECTION 220-4 DEFINITIONS AND
SECTION 220-15 VIOLATIONS AND PENALTIES, ADDING
ADDITIONAL PROVISIONS FOR NUISANCES AND REPEALING ALL
ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 220 *Grading, Erosion and Sedimentation Control* by amending § 220-4 *Definitions* and § 220-15 *Violations and penalties* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 220 *Grading, Erosion and Sedimentation Control*; § 220-4 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 220 *Grading, Erosion and Sedimentation Control*; § 220-15 *Violations and penalties*; Subsection C; Parenthetical (5) is deleted in its entirety and replaced as follows:

“(5) The existence of any condition or the doing of any acts constituting or creating a Private Nuisance or Public Nuisance, hazard or endangering human life or the property of others, including, without limitation, the discharge of sediments from the site or the failure of the control to prevent accelerated erosion or waterborne sediment from leaving the site of construction.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

POCONO TOWNSHIP BOARD OF
COMMISSIONERS

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -10

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 230 INSURANCE PROCEEDS;
EMERGENCY RESPONSES AND ALARMS; SECTION 230-2
DEFINITIONS AND SECTION 230-4 ALL OTHER EMERGENCY
INCIDENTS, ADDING ADDITIONAL PROVISIONS FOR NUISANCES
AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 230 *Insurance Proceeds; Emergency Responses and Alarms* by amending § 230-2 *Definitions* and § 230-4 *All other emergency incidents* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 230 *Insurance Proceeds; Emergency Responses and Alarms*; § 230-2 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 230 *Insurance Proceeds; Emergency Responses and Alarms*; § 230-4 *All other emergency incidents*; Subsection A *Designation of nuisance* is deleted in its entirety and replaced as follows:

“A. Designation of Private Nuisance or Public Nuisance. The occurrence of unfriendly fires; hazardous material, petroleum and chemical-type spills and releases; vehicular accidents involving fire, personal injury or loss of life; and the unexpected collapse of wells, trenches, buildings and sinkholes requiring rescues or otherwise threatening life, property or the environment, are each declared to be Private Nuisances or Public Nuisances and are hereby declared to be emergency incidents.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -11

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 235 JUNKYARDS AND JUNK
VEHICLES; SECTION 235-1 DEFINITIONS AND SECTION 235-2
REQUIREMENTS, ADDING ADDITIONAL PROVISIONS FOR
NUISANCES AND REPEALING ALL ORDINANCES INCONSISTENT
THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 235 *Junkyards and Junk Vehicles* by amending § 235-1 *Definitions* and § 235-2 *Requirements* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 235 *Junkyards and Junk Vehicles*; § 235-1 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 235 *Junkyard and Junk Vehicles*; § 235-2 *Requirements*; Subsection A is deleted in its entirety and replaced as follows:

“A. It shall be deemed unlawful for any person, owner, lessee, tenant, occupant or person otherwise in charge of or in control of premises within Pocono Township to have or keep junk vehicles or create a junkyard on property within Pocono Township if such condition constitutes a Private Nuisance or Public Nuisance in fact.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -12

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 250 MAINTENANCE OF
PROPERTIES; SECTION 250-4 DEFINITIONS AND SECTION 250-6
BUILDINGS AND STRUCTURES, ADDING ADDITIONAL
PROVISIONS FOR NUISANCES AND REPEALING ALL ORDINANCES
INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 250 *Maintenance of Properties* by amending § 250-4 *Definitions* and § 250-6 *Buildings and structures* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 250 *Maintenance of Properties*; § 250-4 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 250 *Maintenance of Properties*; § 250-6 *Buildings and structures*; Subsection G is deleted in its entirety and replaced as follows:

“G. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutter and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a Private Nuisance or Public Nuisance.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

POCONO TOWNSHIP BOARD OF
COMMISSIONERS

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -13

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 302 TRANSIENT DWELLING USE
OF SINGLE-FAMILY DWELLINGS; SECTION 302-4 DEFINITIONS;
WORD USAGE AND SECTION 302-12 NUISANCES, ADDING
ADDITIONAL PROVISIONS FOR NUISANCES AND REPEALING ALL
ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 302 *Transient Dwelling Use of Single-Family Dwellings* by amending § 302-4 *Definitions* and § 302-12 *Nuisances* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 302 *Transient Dwelling Use of Single-Family Dwellings*; § 302-4 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 302 *Transient Dwelling Use of Single-Family Dwellings*; § 302-12 *Nuisances* is deleted in its entirety and replaced as follows:

“§ 302-12. Private Nuisance and Public Nuisance.

In the interest of promoting the public health, safety and welfare, and minimizing the burden on Township and community services and impacts on neighborhoods posed by TDUs, a violation of any of the provisions of this chapter is declared to be a Private Nuisance or Public Nuisance.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -14

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 333 SEWERS AND SEWAGE
DISPOSAL; SECTION 333-1 DEFINITIONS; SECTION 333-16 WORD
USAGE; DEFINITIONS; SECTION 333-23 MAINTENANCE OF
SYSTEMS; AND SECTION 333-34 USE OF PUBLIC SEWERS
REQUIRED, ADDING ADDITIONAL PROVISIONS FOR NUISANCES
AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 333 *Sewers and Sewage Disposal* by amending § 333-1 *Definitions*; § 333-16 *Word usage; definitions*; § 333-23 *Maintenance of systems*; and § 333-34 *Use of public sewers required*, to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 333 *Sewers and Sewage Disposal*, § 333-1 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

collective quality of life, and may violate statutes, ordinances, or regulations designed to protect the community at large.”

SECTION 2. Chapter 333 *Sewers and Sewage Disposal*; § 333-16 *Word usage; definitions*; “Malfunction” is deleted in its entirety and replaced as follows:

“MALFUNCTION

The condition which occurs when a sewage system causes pollution to the ground or surface waters of the commonwealth, contamination of private or public drinking water supplies, Private Nuisance or Public Nuisance problems or hazards to public health.”

SECTION 3. Chapter 333 *Sewers and Sewage Disposal*; § 333-23 *Maintenance of systems*; Subsection E is deleted in its entirety and replaced as follows:

“E. Retaining tanks shall be pumped out at such intervals as will prevent overflow, leakage, backup, other malfunction, or a public health hazard or Private Nuisance or Public Nuisance, but no less frequently than what is recommended by the manufacturer.”

SECTION 4. Chapter 333 *Sewers and Sewage Disposal*; § 333-34 *Use of public sewers required*; Subsection D is deleted in its entirety and replaced as follows:

“D. No privy vault, cesspool, sinkhole, septic tank or similar receptacle, or private treatment facility, shall be used or shall be maintained at any time upon an improved property that has been connected to a sewer or that is required under Subsection A to be connected to a sewer, unless otherwise specifically agreed to in writing by the Township in the Township's sole discretion. Every such privy vault, cesspool, sinkhole, septic tank or similar receptacle, or private treatment facility, in existence shall be abandoned and, at the discretion of the Township, shall be removed or cleansed and filled with a non-compactable material (e.g., sand), at the expense of the owner of such improved property, under the direction and supervision of the Township; and any such privy vault, cesspool, sinkhole, septic tank or similar receptacle or private treatment facility, not abandoned and, if required by the Township, not removed, cleansed and/or filled, shall constitute a Private Nuisance or Public Nuisance, and such Private Nuisance or Public Nuisance may be abated, as provided by law, at the expense of the owner of such improved property.”

SECTION 5. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 6. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 7. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -15

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 356 SOLID WASTE; SECTION
356-3 DEFINITIONS AND SECTION 356-15 TRANSPORTATION OF
MUNICIPAL WASTE, ADDING ADDITIONAL PROVISIONS FOR
NUISANCES AND REPEALING ALL ORDINANCES INCONSISTENT
THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, and § 356-15 *Transportation of municipal waste*, to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 356 *Solid Waste*; §356-3 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 356 Solid Waste; § 356-15 *Transportation of municipal waste*; Subsection C is deleted in its entirety and replaced as follows:

“C. The transfer of waste from one collection vehicle to another may not take place in the Township, except on private property in those areas of the Township designated for such by the Township, if any. No such transfer may take place on any public right-of-way and no such transfer operation may block traffic, create litter or in any other manner constitute a Private Nuisance or Public Nuisance, create a health hazard or violate any other ordinance of the Township or provision of statutory law.”

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -16

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 365 STORMWATER
MANAGEMENT; ARTICLE II TERMINOLOGY; SECTION 365-7
DEFINITIONS; ARTICLE IX ENFORCEMENT AND PENALTIES;
SECTION 365-33 ENFORCEMENT; AND, SECTION 365-34 PUBLIC
NUISANCE, ADDING ADDITIONAL PROVISIONS FOR NUISANCES
AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 365 *Stormwater Management* by amending Article II *Terminology*; § 365-7 *Definitions*; and, Article IX *Enforcement and Penalties*; § 365-33 *Enforcement*; and § 365-34 *Public nuisance*, to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 365 *Stormwater Management*, Article II *Terminology*; § 365-7 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

collective quality of life, and may violate statutes, ordinances, or regulations designed to protect the community at large.”

SECTION 2. Chapter 365 *Stormwater Management*; Article IX *Enforcement and Penalties*; § 365-33 *Enforcement*; Subsection D *Suspension and revocation of permits*; Parenthetical (1) *Any permit issued by the municipality may be suspended or revoked for*; Sub-parenthetical (c) is deleted in its entirety and replaced as follows:

“(c) The creation of any condition or the commission of any act during construction or development which constitutes or creates a hazard or Private Nuisance or Public Nuisance, pollution or which endangers the life or property of others.”

SECTION 3. Chapter 365 *Stormwater Management*; Article IX *Enforcement and Penalties*; § 365-33 *Enforcement*; Subsection D *Suspension and revocation of permits*; Parenthetical (2) *A suspended permit shall be reinstated by the Board of Commissioners if and when*; Sub-parenthetical (a) is deleted in its entirety and replaced as follows:

“(a) The Municipal Engineer or his municipal designee has inspected and approved the corrections to the stormwater management and erosion and sediment pollution control measure(s), or the elimination of the hazard or Private Nuisance or Public Nuisance; and/or”

SECTION 4. Chapter 365 *Stormwater Management*; Article IX *Enforcement and Penalties*; § 365-34 *Public nuisance* is deleted in its entirety and replaced as follows:

“§ 365-34. Private Nuisance and Public Nuisance.

A. The violation of any provision of this chapter is hereby deemed a Private Nuisance or Public Nuisance.

B. Each day that a violation continues shall constitute a separate violation.”

SECTION 5. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 6. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 7. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -17

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 382 STRUCTURES, DANGEROUS;
SECTION 382-3 DEFINITIONS; WORD USAGE AND SECTION 382-4
DANGEROUS STRUCTURES AS NUISANCES, ADDING ADDITIONAL
PROVISIONS FOR NUISANCES AND REPEALING ALL ORDINANCES
INCONSISTENT THERE WITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 382 *Structures, Dangerous* by amending § 382-3 *Definitions; word usage* and § 382-4 *Dangerous structures as nuisances* to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 382 *Structures, Dangerous*; § 382-3 *Definitions; word usage* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

SECTION 2. Chapter 382 *Structures, Dangerous*; § 382-4 *Dangerous structures as nuisances* is deleted in its entirety and replaced as follows:

"§ 382-4. Dangerous structures as Private Nuisance or Public Nuisances.

A. All "dangerous structures" are hereby declared to be a Private Nuisance or Public Nuisance and shall be repaired, vacated, or demolished as hereinabove and hereinafter provided.

B. Each day a Private Nuisance or Public Nuisance in the form of a "dangerous structure" continues, after notice is given pursuant to § 382-7 of this chapter that said dangerous structure is to be repaired, vacated, or demolished, shall constitute a separate offense in violation of this chapter."

SECTION 3. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 4. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 5. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2025 -18

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP
CODE OF ORDINANCES CHAPTER 404 TIRES; SECTION 404-4
DEFINITIONS; SECTION 404-5 ACCUMULATION OF USED TIRES
PROHIBITED; SECTION 404-6 INSPECTION OF PREMISES; NOTICE
TO COMPLY; AND, SECTION 404-7 AUTHORITY TO REMEDY
NONCOMPLIANCE, ADDING ADDITIONAL PROVISIONS FOR
NUISANCES AND REPEALING ALL ORDINANCES INCONSISTENT
THEREWITH**

WHEREAS, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 404 *Tires* by amending § 404-4 *Definitions*; § 404-5 *Accumulation of used tires prohibited*; § 404-6 *Inspection of premises; notice to comply*; and, § 404-7 *Authority to remedy noncompliance*, to add provisions for private and public nuisances for the benefit of the Township of Pocono and its residents.

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

SECTION 1. Chapter 404 *Tires*; § 404-4 *Definitions* is amended to add the following:

“PRIVATE NUISANCE

A Private Nuisance is an unreasonable, unwarranted, or unlawful use of property - whether public or private - that interferes with an individual's or a limited number of individuals' rights to the quiet, safe, and comfortable enjoyment of their own property. It involves any conduct, condition, or omission that substantially impairs another's reasonable use and enjoyment of their property, causing material annoyance, inconvenience, or harm. Examples may include excessive noise, vibrations, odors, or similar disturbances that affect one or a few property owners or occupants, rather than the community at large.

PUBLIC NUISANCE

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

collective quality of life, and may violate statutes, ordinances, or regulations designed to protect the community at large.”

SECTION 2. Chapter 404 *Tires*; § 404-5 *Accumulation of used tires prohibited*, Subsection B is deleted in its entirety and replaced as follows:

“B. Whenever the Zoning Officer or Fire Chief determines that it reasonably appears there is an immediate danger to the life, health or safety of any person or property due to an accumulation of used tires on or in a property, the Zoning Officer shall declare such premises to be a Private Nuisance or Public Nuisance.”

SECTION 3. Chapter 404 *Tires*; § 404-6 *Inspection of premises; notice to comply*, Subsection A is deleted in its entirety and replaced as follows:

“A. The Zoning Officer and/or Fire Chief is hereby empowered to inspect private property on which used tires have been accumulated to determine if the same creates or constitutes a danger to the life, health or safety of any person or property. If such accumulation creates or constitutes a Private Nuisance or Public Nuisance or poses a danger to the health, safety or welfare of the public, the Zoning Officer shall issue a written notice upon the owner and occupant of said premises, or, if the owner's and/or occupant's whereabouts or identity are unknown, by posting a notice captiously upon the offending premises.”

SECTION 4. Chapter 404 *Tires*; § 404-7 *Authority to remedy noncompliance* is deleted in its entirety and replaced as follows:

“If the owner and/or occupant of property on which used tires are accumulated in violation of this chapter does not comply with the notice to abate the Private Nuisance or Public Nuisance and remove the used tires within the time limit prescribed, the Township shall have the authority to take measures to correct the conditions and collect the cost of such corrections plus 10% of all costs. The Township, in such event and pursuant to its authority or otherwise authorized police powers, shall have the right and power to enter upon the offending premises to accomplish the foregoing.”

SECTION 5. SEVERABILITY. If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

SECTION 6. REPEALER. All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

SECTION 7. ENACTMENT. This Ordinance shall be effective five (5) days after the date of passage.

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

ATTEST:

**POCONO TOWNSHIP BOARD OF
COMMISSIONERS**

JERROD BELVIN
Township Manager

RICHARD WIELEBINSKI
President, Board of Commissioners

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-07

**A RESOLUTION GRANTING CONDITIONAL APPROVAL
OF THE 611 LAND DEVELOPMENT, LLC DUAL BRAND HOTEL LOT 2 LAND
DEVELOPMENT PLAN**

WHEREAS, the Applicant, 611 Land Development, LLC, submitted a plan application titled “Final Land Development Submission for Lot #2 – Dual Brand Hotel by Marriott, S.R. 0611 and Frantz Road, 611 Land Development, LLC” (the “Plan”). The Applicant proposes to construct a hotel with a total of 120 rooms. The property is situated in the northern side of SR 0611 between Bartonsville Avenue and Frantz Road and is located in the C Commercial Zoning District. The parcel is known as Monroe County Tax ID No. 12.2.1.26-2; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated May 7, 2024, December 5, 2024 and March 6, 2025; and

WHEREAS, the Pocono Township Planning Commission recommended conditional plan approval at its meeting held on March 10, 2025; and

WHEREAS, the Pocono Township Board of Commissioners desires to take 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 Section 390-55.F.(1)(a) and Table 390-55-1 – Landscaped Property Line Buffer. *Applicant is granted a partial waiver to allow the use of existing woodlands towards the required buffer along the western property line and the northern property line as shown on the Plan.*

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

1. SMO Sections 365-10.I.(6)(b)[1] and [2] – Wetland Buffers. *Applicant shall be allowed to perform certain construction activities within the required wetland buffer as shown on the Plan.*

2. SMO Sections 365-10.I.(8)(b) and (c) – Stream Buffers. *Applicant shall be allowed to perform certain construction activities within the required stream buffer as shown on the Plan.*

That the “Final Land Development Submission for Lot #2 – Dual Brand Hotel by Marriott, S.R. 0611 and Frantz Road, 611 Land Development, LLC” as shown on the preliminary land development plan prepared by Devco Infra LLC, dated March 7, 2024, as revised, 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 May 7, 2024, December 5, 2024 and March 6, 2025.
2. The applicant shall enter into an Easement Agreement with the Township for the installation of a “Welcome to Pocono Township” sign at a mutually agreed upon location.
3. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security.
4. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security.
5. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township.
6. Prior to the recording of the Plan, the applicant shall pay all necessary fees associated with the Plan, including but not limited to, any outstanding plan account charges, and all professional services fees.
7. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
8. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
9. The applicant shall meet all conditions of the preliminary/final 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.
10. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the application is denied.

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

ATTEST:

Township of Pocono
Board of Commissioners

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

By: _____
Print Name: Richard Wielebinski
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-12

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE
AMENDED SWIFTWATER SOLAR
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN - PHASE B**

WHEREAS, the Applicant, Swiftwater Solar LLC, submitted a plan application titled “Swiftwater Solar Project Preliminary/Final Land Development Plan” (the “Plan”). The Applicant proposed to construct solar panel fields, a substation, and various stormwater facilities. The property is located in the RD Recreation Zoning District and is known as portions of Monroe County Tax ID Nos. 12/16/1 and 12/111903; and

WHEREAS, the Township Engineer reviewed the Plan and offered comments in his letters dated July 16, 2021, January 20, 2022, and April 20, 2022; and

WHEREAS, the Pocono Township Planning Commission (the “P.C.”) recommended conditional preliminary/final plan approval at its meeting held on April 25, 2022; and

WHEREAS, the Pocono Township Board of Commissioners granted Conditional Plan Approval by way of its Resolution 2022-24 on June 6, 2022; and

WHEREAS, the Applicant has submitted an amended Preliminary/Final Land Development Phase B – Stormwater Management dated September 24, 2021, revised April 2, 2025 (the “Phase B Plan”) in conjunction with a revised E&S Report and Compliance Narrative and revised PCSM Report and Compliance Narrative both dated May 28, 2021, revised April 2, 2025 (collectively the “Phase B Submittal”); and

WHEREAS, the Township Engineer has reviewed the Phase B Submittal and offered comments in his letters dated February 7, 2025 and April 8, 2025; and

WHEREAS, the P.C. recommended conditional preliminary/final plan approval of the Phase B Plan at its meeting held on April 14, 2025; and

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

That the “Amended Swiftwater Solar Project Preliminary/Final Land Development Plan – Phase B Stormwater Management” as shown on the Phase B Plan prepared by Timmons Group, dated September 24, 2021, 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 February 7, 2025 and April 8, 2025.

2. The Applicant shall enter into an Improvements Agreement with the Township and provide appropriate security.
3. The Applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security.
4. The Applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township.
5. The Applicant shall obtain all required permits and approvals from all other governmental and regulatory agencies, including but not limited to the Pennsylvania Department of Environmental Protection and the Pennsylvania Department of Transportation, prior to presenting the Plan for signatures.
6. The Applicant shall meet all conditions of the preliminary/final 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.
7. 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: _____
Jerrold Belvin
Township Manager

By: _____
Richard Wielebinski
President



YOUR GOALS. OUR MISSION.

April 8, 2025

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: SWIFTWATER SOLAR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
AMENDED PLAN REVIEW NO. 2 –PHASE B STORMWATER MANAGEMENT
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1375, T&M PROJECT NO. POCO-R0624**

Dear Planning Commission members:

Pursuant to the Township's request, we have performed our second review of the Amended Preliminary/Final Land Development Plan for Swiftwater Solar. The submitted information was prepared by Timmons Group and consists of the following items.

- Amended Preliminary/Final Land Development Plan dated September 24, 2021, revised April 2, 2025.
- E&S Report and Compliance Narrative dated May 28, 2021, revised April 2, 2025.
- PCSM Report and Compliance Narrative dated May 28, 2021, revised April 2, 2025.

BACKGROUND INFORMATION

The site is located east of Interstate Route 380 (SR 0380), north and adjacent to Sullivan Trail Road (SR 4004) and Back Mountain Road, west of Summit Road and south of Swiftwater Creek. The property is located within the RD, Recreation Zoning District. The Applicant is leasing Tax Map Parcel 12/16/1/, 1 and a large portion of Tax Map Parcel 12/111903 for the project. The total leased area of the site is 643.99 acres, of which 471.20 acres are proposed to be disturbed. The site consists of woodlands, steep slopes, wetlands, a pond, and an existing private road which takes access from Back Mountain Road. Parcel 12/111903 has Floodway and Floodplain Area along Swiftwater Creek; however, the Floodway and Floodplain are outside of the leased area of the site.

The proposed development will include the construction of a fenced enclosure, solar panel fields, a substation, gravel access roads, underground electric lines, and sixteen (16) infiltration detention basins. The site drains to three different watersheds: Swiftwater Creek to the North, Dry Sawmill Run to the Southwest, and Scot Run to the Southeast. Access to the property will be via a single driveway entrance from Back Mountain Road. Water and sewer service are not proposed for this project.

This amended plan removes the bulk site grading and includes impervious areas such as the MV Skids and the substation.



This review includes Zoning Ordinance and Subdivision and Land Development Ordinance Comments related to the entire project site, and comments related to the stormwater management design in Phase B only. Separate reviews will be provided for Phases A, C, and D.

Based on our review of the above information and our previous review letter dated February 7, 2025, all previous engineering comments have been satisfied. The remaining comments are related to previously approved waivers and outside agency approvals.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

Comments 1 through 6 discuss waivers there were previously requested from the Subdivision and Land Development Ordinance and approved by the Board of Commissioners at its meeting held on June 6, 2022.

1. In accordance with Section 390-48.H.(1), “wherever there exists a dedicated or platted portion of a road or alley along a boundary of the tract being subdivided or developed the remainder of said road or alley shall be platted to the width required by this chapter based on the classification of the road within the proposed development”. *(Previous Comment 1) A waiver from Section 390-48.H.(1) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to not required widening of Sullivan Trail and Summit Road. This amended plan does not change or provide access to and does not change the volume of traffic along Sullivan Trail or Summit Road.*
2. In accordance with Section 390-48.K.(2), “the private access road shall not exceed 750 feet in length as measured from the edge of the right-of-way of the abutting road to the point of connection to the lot. The width of the private access road shall conform to Table 390-48-1. Any proposed road exceeding the seven-hundred-fifty-foot length shall comply with all normal standards which apply to road construction.” *(Previous Comment 2) A waiver from Section 390-48.K.(2) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to permit the proposed private access road to be longer than 750-feet and to not meet the requirements of Table 390-48-1. This amended plan does not revise the proposed private access road.*
3. In accordance with Section 390-50.D.(4), “the maximum water depth, measured from the invert of the lowest outlet orifice to the peak one-hundred-year water surface elevation, shall not exceed five feet”. *(Previous Comment 3) A waiver from Section 390-50.D.(4) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to permit the stormwater stored in the proposed basins to have a depth greater than 5-feet. The basin design in Phase B of this Amended Plan does not alter the previous request.*
4. In accordance with Section 390-50.D.(5), “the maximum slope of the earthen detention basin embankments shall be four horizontal to one vertical”. *(Previous Comment 4) A waiver from Section 390-50.D.(5) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to permit the grading at the proposed basins to exceed a slope of 4:1. The basin design in Phase B of this Amended Plan does not alter the previous request.*
5. In accordance with Section 390-50.D.(7), “the minimum top width of the detention basin berm shall be 10 feet”. *(Previous Comment 5) A waiver from Section 390-50.D.(7) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to not require a berm width of 10-*



feet in cut sections. The basin design in Phase B of this Amended Plan does not alter the previous request.

6. In accordance with Section 390-50.D.(8), “in order to ensure proper drainage on the basin bottom, a minimum grade of 2% shall be maintained for areas of sheet flow. For channel flow, a minimum grade of 1% shall be maintained.” *(Previous Comment 6) A waiver from Section 390-50.D.(8) was granted by the Board of Commissioners at its meeting held on June 6, 2022 to permit flat bottom basins. The basin design in Phase B of this Amended Plan does not alter the previous request.*
7. In accordance with Section 390-51.A, “all soil erosion and sedimentation control plans shall meet the specifications of the Monroe County Conservation District and PA DEP, and shall comply with Commonwealth of Pennsylvania, Title 25, Chapter 102, Department of Environmental Protection regulations for soil erosion and sedimentation control”. *The amended Land Development Plan shall meet the requirements of Chapter 102 and will require an amendment to the existing NPDES Permit. (Previous Comment 7) A Minor Amendment was issued under cover letter dated March 12, 2025. The April 2, 2025 revised plan should be provided to the County Conservation District for its review. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORMWATER MANAGEMENT ORDINANCE COMMENTS

Comments 10 and 11 discuss waivers there were previously requested from the Stormwater Management Ordinance and approved by the Board of Commissioners at its meeting held on June 6, 2022.

- 8.-9. Previous Comments 8 and 9 satisfied.
10. In accordance with Section 365-11.A.(3), the size of the recharge facility shall be based on the volume criteria in Subsection (a). *(Previous Comment 10) A waiver from Section 365-11.A.(3) were granted by the Board of Commissioners at its meeting on June 6, 2022 to permit the use of the PADEP water quality spreadsheets to satisfy this requirement. The basin design in Phase B of this Amended Plan does not alter the previous request.*
11. In accordance with Sections 365-13.B and D, “all calculations consistent with this chapter using the Soil Cover Complex Method shall use the appropriate design rainfall depths for the various return period storms according to the region in which they are located as presented in Table B-1 in Appendix A^{III} of this chapter”. *(Previous Comment 11) Waivers from Sections 365-13.B and 365-13.D were granted by the Board of Commissioners at its meeting on June 6, 2022 to permit the use of the NOAA rainfall data. The basin design in Phase B of this Amended Plan does not alter the previous request.*
12. Previous Comment 12 satisfied.
13. In accordance with Section 365-15, “for all regulated earth disturbance activities, erosion and sediment control BMPs shall be designed, implemented, operated, and maintained during the regulated earth disturbance activities (e.g., during construction) to meet the purposes and requirements of this chapter and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law. Various BMPs and their design standards are listed in the Erosion and



Sediment Pollution Control Program Manual (E&S Manual3), No. 363-2134-008, as amended and updated.” *The amended Land Development Plan shall meet the requirements of Chapter 102 and will require an amendment to the existing NPDES Permit. (Previous Comment 13) A Minor Amendment was issued under cover letter dated March 12, 2025. The April 2, 2025 revised plan should be provided to the County Conservation District for its review. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORM SEWER AND STORMWATER MANAGEMENT DESIGN COMMENTS

14.-15. Previous Comments 14 and 15 satisfied.

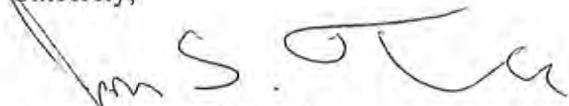
MISCELLANEOUS COMMENTS

16.-17. Previous Comments 16 and 17 satisfied.

The above comments are related to previously approved waivers and outside agency approvals. We recommend the Township approve Phase B with conditions.

If you should have any questions regarding the above comments, please call me.

Sincerely,



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

JST/meh

cc: Jerrod Belvin, Manager – Pocono Township
Lindsay Scerbo, Zoning Officer – Pocono Township
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Esquire – Broughal & DeVito, LLP
Daniel Jamison, P.E., Timmons Group
Colby Dechiara, Timmons Group
Amanda Mills, Narencio
Ralph A. Matergia, Esquire
David Velasco, VC Renewables
James M. Cahill, Pocono Mountain Investors
Kristina Heaney, Manager – Monroe County Conservation District
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

RESOLUTION 2025-13

**A RESOLUTION OF THE POCONO TOWNSHIP BOARD OF COMMISSIONERS FOR
PREPARATION AND SUBMISSION OF DECLARATIONS OF TAKING AND
RELATED DOCUMENTATION FOR THE CONDEMNATION OF LAND FOR RIGHT-
OF-WAY FOR PUBLIC TRAFFIC IMPROVEMENTS IN THE TOWNSHIP OF
POCONO, MONROE COUNTY PENNSYLVANIA**

WHEREAS, the Township of Pocono, Monroe County, Pennsylvania (the “TOWNSHIP”) is a First-Class Township of the Commonwealth of Pennsylvania, with its municipal offices located at 112 Township Drive, Tannersville, PA 18372; and

WHEREAS, the TOWNSHIP, by virtue of the First-Class Township Code, 53 P.S. § 56901, et seq., as amended, has the power to exercise eminent domain in accordance with the provisions in the Pennsylvania Eminent Domain Code of 1964, 26 Pa.C.S.A. § 101, et seq., as amended (the “Code”); and

WHEREAS, the TOWNSHIP, in accordance with its powers, has undertaken a project (the “Project”) consisting of, among other things, traffic improvements by way of construction of a traffic circle at the intersection Fish Hill Road and Learn Road in the Township; and

WHEREAS, in order to complete the Project, the TOWNSHIP must also effectuate eminent domain for right-of-way on, in, under, above, over, across and through certain portions land located on Monroe County Tax Parcel 12.8.1.84-1 and more fully identified in the attached right-of-way **Exhibit “A”** and Monroe County Tax Parcel 12.8.1.84 and more fully identified in the attached right-of-way **Exhibit “B”**.

NOW THEREFORE, be it **RESOLVED**, and it is **RESOLVED** by the TOWNSHIP as follows:

1. That the Solicitor is hereby authorized and directed to prepare, and the proper officers to execute, Declarations of Taking for right-of-way on the properties identified in **Exhibit “A”** and **Exhibit “B”**, and Notices of Condemnation in accordance with the provisions of the Code.
2. That the Solicitor is hereby authorized and directed to file the Declarations of Taking in the Office of the Prothonotary of Monroe County.
3. That the Solicitor is hereby authorized and directed to record the Notices of Filing of the Declarations of Taking in the Office of the Recorder of Deeds of Monroe County .

4. That the TOWNSHIP, acting by its Solicitor, is hereby authorized and directed to pay, or offer to pay, within Sixty (60) days from the filing of the above-mentioned Declarations of Taking, just compensation to condemnees as provided in Section 407 of the Code.

5. That the Solicitor is hereby authorized and directed to send the Notices required by Section 405 of the Code to the record owners of properties in the condemnation areas by certified mail or by publication, if necessary.

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

7. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are hereby repealed.

8. That the institution of such proceedings, and any compensation which may be agreed upon or awarded to any party in interest, including the owners of the properties, shall be paid out of the funds of the Township.

9. That this Resolution shall take effect immediately.

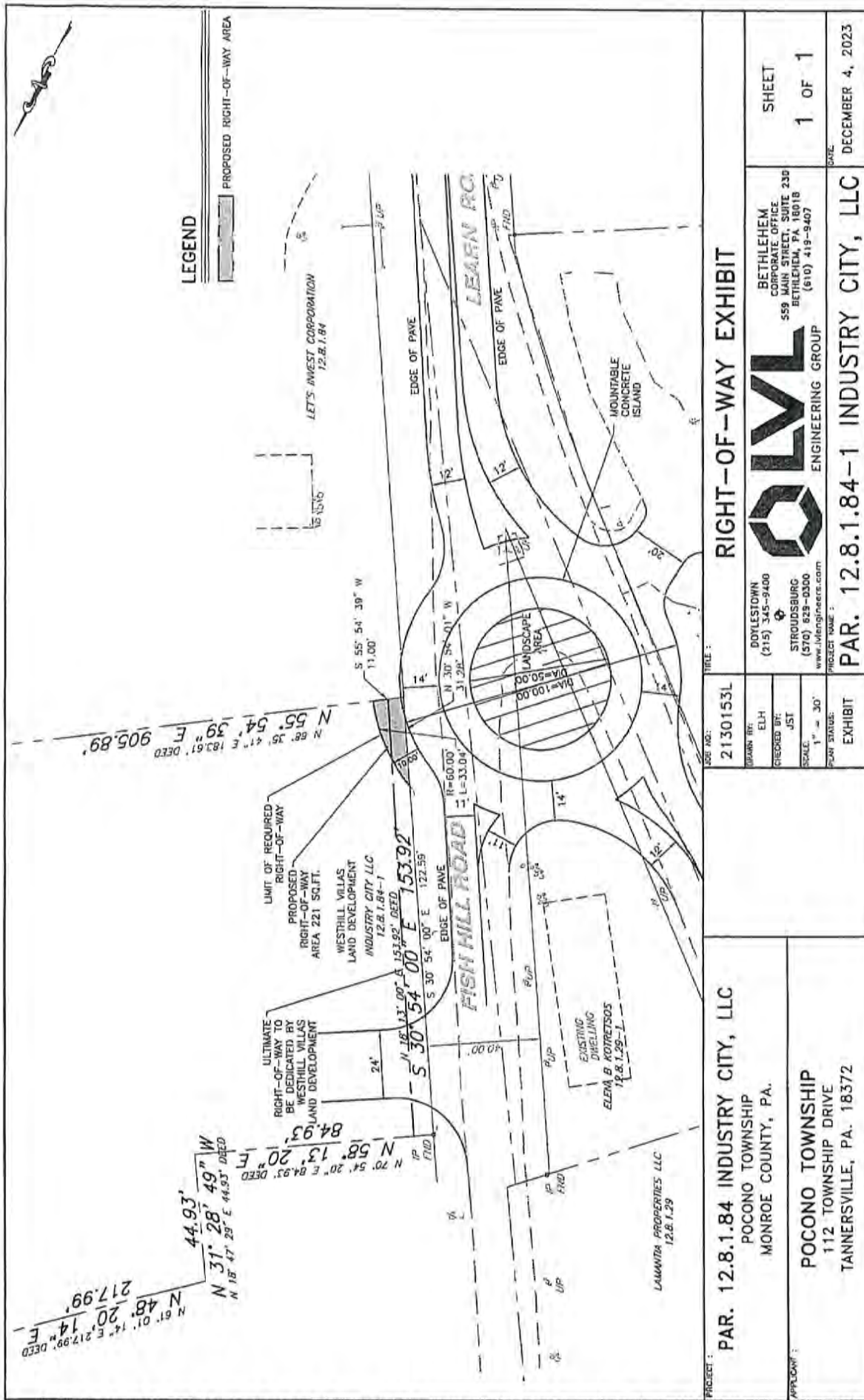
DULY ADOPTED, this ____ day of _____, 2025 by the Board of Commissioners of the Township of Pocono , Monroe County, Pennsylvania, in lawful session duly assembled.

ATTEST:

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

By: _____
Jerrold Belvin
Township Manager

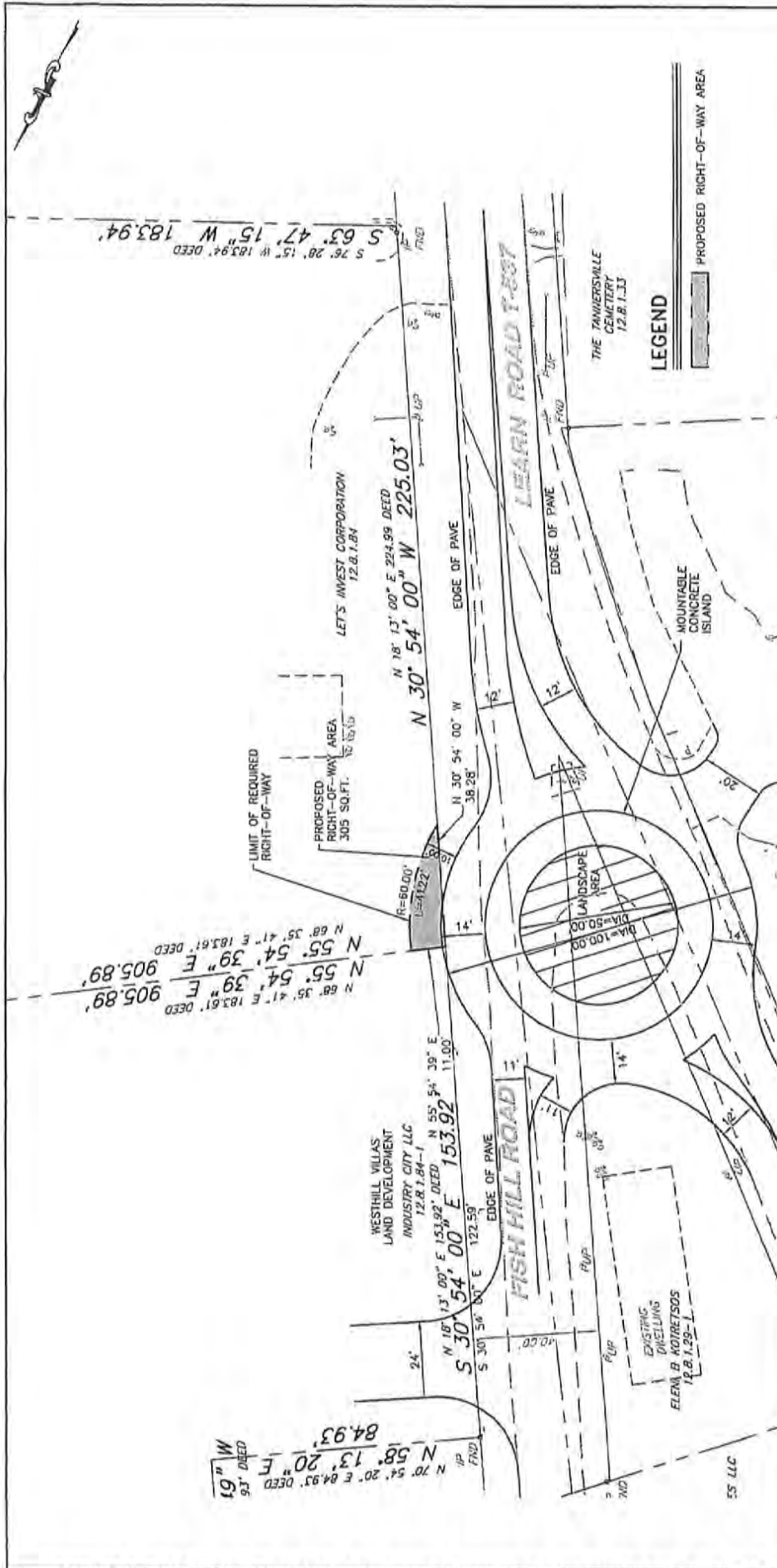
By: _____
Richard Wielebinski
President



EXHIBIT

A

531957



PROJECT :		TITLE :	
PAR. 12.8.1.84 LET'S INVEST CORPORATION		RIGHT-OF-WAY EXHIBIT	
APPLICANT :		SHEET	
POCONO TOWNSHIP POCONO TOWNSHIP MONROE COUNTY, PA.		1 OF 1	
DATE:		NOVEMBER 21, 2023	
PROJECT NO.:		PROJECT NAME:	
2130153L		PAR. 12.8.1.84 LET'S INVEST CORPORATION	
DRAWN BY:		PROJECT NO.:	
ELJ		2130153L	
CHECKED BY:		PROJECT NAME:	
JST		PAR. 12.8.1.84 LET'S INVEST CORPORATION	
SCALE:		PROJECT NO.:	
1" = 30'		2130153L	
POUT STATUS:		PROJECT NAME:	
EXHIBIT		PAR. 12.8.1.84 LET'S INVEST CORPORATION	



**Pocono Township Board of Commissioners
Regular Meeting Minutes
April 7, 2025 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on April 7, 2025 and was opened by Chair Richard Wielebinski at 6:17 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; Jerrod Belvin-Township Manager, Lindsay Scerbo-SFM Consulting, Erica Tomas-Administrative Assistant, Jennifer Gambino-Events Coordinator.

Public Comment

Chris Ortolan (Resident) – raised concerns about the solar array at a bed & breakfast on the corner of Laural Lake Rd. & Cherry Lane Rd.

Cheryl Parks (Resident) – The kennel business is advertising 12 adult dogs on their website. She feels she cannot enjoy her property due to the dogs barking.

Joe Folsom (Resident) – Announced that Monroe County has a new Dog Warden. Ellen Hallworth, 570-350-2563.

Maria Bras Danges (Resident) – Questioned which solar farm is being discussed this evening. J. Belvin stated the Solar Farm on Back Mountain Rd. and that at the present time, no other official Land Development plans have been submitted for the other one.

Announcements

-L. Devito announced that the Meeting held on the 25th has been deemed Null and Void due to the phone in option not functioning. Many items will appear on this evening's meeting agenda and the hearings have been rescheduled for April 21st.

-An executive session was held April 4th to discuss personnel.

-Prior to the meeting there was a LERTA workshop held from 5pm-6pm

-Due to the PSATS Convention, the May 5th Board meeting will be rescheduled to Tuesday, May 13th in order to ensure a quorum.

Hearings

Resolutions

- R. Wielebinski made a motion, seconded by N. Leap, to approve Resolution 2025-06 Granting Conditional Approval for the Route 611 Dual Hotel Subdivision plan. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to approve Resolution 2025-08 Granting Conditional Approval Amending the Swiftwater Solar LDP Phase A. Roll Call: R. Wielebinski, aye; N. Leap, aye; B. Winot, aye; M. Velardi, aye; E. Gndt, nay. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-09 Granting Conditional Approval of the Mendez Lot Consolidation Plan. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-10 Granting Conditional Approval Amending the Swiftwater Solar LDP Phase D. Roll call: R. Wielebinski, aye; N. Leap, aye; B. Winot, aye; M. Velardi, aye; E. Gndt, nay. Motion carried.

- R. Wielebinski made a motion, seconded by B. Winot, to approve Resolution 2025-11 Granting Conditional Approval of the DeFazio Lot Joinder Plan. All in favor. Motion carried.

Consent Agenda

- R. Wielebinski made a motion, seconded by B. Winot to approve the minutes of the March 12th and March 25, 2025 regular meetings of the Board of Commissioners with the March 25th minutes being marked Null & Void due to technical difficulties. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Ratification of the financial transactions through March 26, 2025 as presented, including expenditures in the amount of \$821,824.42 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the financial transactions through April 2, 2025 as presented, including ratification of expenditures in the amount of \$426,899.98 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers. All in favor. Motion carried.

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by M. Velardi, to authorize The Ammerman Group (COSTARS Vendor) to paint the Admin & County section of the NCC administrative building in the amount of \$25,000. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to utilize O'Brien's moving and storage for the purpose of moving the township assets within the Administration building to the new complex in the amount of \$7,823.94. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to award the Clean-up bid to Marki Rolloff Container, Inc. in the amount of \$27.70 per Cubic Yard for the 2025 Spring, April 25th and 26th and Fall, September 26th and 27th Township Clean-up. All in favor. Motion carried. E. Gndt reiterated her request for this to be posted on all township websites.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the reduction of the construction escrow for the Spirit of Swiftwater Phase 2 (LDP 1287) in the amount of \$245,051.37 based on T&M's letter dated March 11, 2025. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to utilize Breathe-EZ to clean 4 air exchangers in the Admin. wing of the new building, for a cost of \$22,500. All in favor. Motion carried. E. Gndt asked if everything has been looked into that was of prior concern. J. Belvin clarified that it has..
- R. Wielebinski made a motion, seconded by N. Leap, to appoint Brian Winot as BOC MS4 designate to work with T&M for updated MS4 Permit Approval. All in favor. Motion carried. E. Gndt asked for clarification on what it entailed. B. Winot would be representing the board on the permit update.
- R. Wielebinski made a motion, seconded by M. Velardi, to Ratify the following policies for Pocono Township Police Department as approved by the Civil Service Commission & Labor Council: Law Enforcement Authority, 101 Chief Executive Authority, Oath of Office, Police manual, Use of Force, Vehicle Pursuit, Search and Seizure, Body Worn Cameras, Unmanned Aerial System, Temporary custody of Adults, Performance Evaluations. All in favor. Motion carried. E. Gndt confirmed with the Police chief that he approves of everything.
- R. Wielebinski made a motion, seconded by B. Winot, to approve the Traffic Signal Easement Agreement between the Pokorny Family PA. LLC, and Pocono Township at the SW corner of

Bartonsville Ave. and Route 611 Intersection. All in favor. Motion carried. E. Gndt confirmed the location.

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- SBA Cell Tower – No update
- Solar Field – Still inspecting biweekly.
- Kennel – Resident C. Parks updated everyone at the beginning of the meeting.
- E. Gndt made a motion, seconded by B. Winot, to approve the purchase of a 2025 Ford Police Interceptor from Koch 33 & Upfitting by P&D (Costars Vendor) in the amount of \$102,595.15. All in favor. Motion carried.

Brian Winot – Commissioner

- Clarification was made that the township has never owned drones before but have had mutual aid from other agencies during critical incidents.
- B. Winot enquired about the status of the wind a solar ordinance status. Discussion was had on how to move forward.

Mike Velardi – Commissioner

Reports

Zoning Report –Lindsay Scerbo went over her report with the board.

- R. Wielebinski made a motion, seconded by M. Velardi, to authorize SFM Consulting to conduct inspections at 2914 Bartonsville Ave. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to authorize SFM Consulting to conduct inspections at 268 Laurel Lake Road for potentially dangerous structures within the township. All in favor. Motion carried.
- **Police Report – Chief James Wagner**

Manager Report – Jerrod Belvin

- Update Green Light Go – Set to become active in one week. Mio-Vision at Lower Swiftwater & rt 611 went active last Friday.
- R. Wielebinski made a motion, seconded by N. Leap, to approve Kistler O'Brian Fire protection for Annual Fire Inspection for the new 205 Old Mill Rd Campus (Simplex Fire System, Exit Lights, Emergency Lighting, Fire Extinguishers) in the amount of \$3,840.02 All in favor. Motion carried.

Public Works – Patrick Briegel

- Sewer Business Update - None
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects – Sign for 715 detour is ready for pickup. LTAP training last week and Public Works safety training next month.
- R. Wielebinski made a motion, seconded by M. Velardi, to authorize advertisement for 2025 Materials Bids. E. Gndt asked regarding a backup award. All in favor. Motion carried.
- Parks Update – bathrooms have been fixed up.

Events Report – Jennifer Gambino

- Egg Hunt – Hosted by the Monroe County Children and Youth will be partnering with Pocono Township for next years event. There were approximately 800 people that turned out for the event.

- Fishing Derby – Putting the final touches on the third annual fishing derby for this coming weekend.
- Clean-up Day – April 25th and 26th we will host our Spring Cleanup along with the pickup the Pocono's event also taking place on the 26th.
- Sponsorships for the year to date are \$51,850.00.
- R. Wielebinski made a motion, seconded by M. Velardi, to waive Mountain View Park Pavillion fees for Old Forge Elementary PTO for May 20th. Rollcall: R. Wielebinski, nay, B. Winot, aye, M. Velardi, aye, N. Leap, aye, E. Gndt, aye. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to waive Mountain View Park Pavillion fees for Clear Run Elementary School for May 30th. All in favor. Motion carried.

Township Engineer Report

- The Planning Commission must act on the Cell Tower by 5/12/25 and the Board will have until June 2nd.
- Sewer Business Update – getting the surveys completed.
- Learn Road safety enhancement project and roundabout survey work. – bids were due today at 1 p.m. We received 4 bids. Northeast Site \$335,411.50; Cobalt Construction Inc \$434,241.50; Pioneer Construction Company Inc. \$467,194.85; and Multi-Scape Inc. \$592,384.00.
- TASA Project – Moving along.
- TLC Walking Bridge – Moving along.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the address request Parcel 12.12.1.22-5 – Center line, from Moss Drive and new road name to Gearhart Lane. All in favor. Motion carried. E. Gndt asked for clarification on this matter.

Township Solicitor Report

- Sewer Business Update – a staff meeting regarding the Tobyhanna situation. We are moving closer to a resolution on the equalization tank & related concepts.
- General legal update – Summit Hill Shooting Range hearing is scheduled for tomorrow.
- Update – Archer Lane – No new updates.
- Learn Road Easement Process – Bank almost ready to close. One property owner has retained council and revise the agreement based on prior management promises. The two remaining properties may need to be considered by the board for condemnation to erase the easement.
- R. Wielebinski made a motion, seconded by M. Velardi, to open the agenda. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to authorize the solicitor to condemn the properties easement now registered by Verizon for the Learn Road easement process. All in favor. Motion carried.
- TASA Sidewalk Update – Easements –
- R. Wielebinski made a motion, seconded by N. Leap, to Table the existing LERTA Ordinance issue. B. Winot & E. Gndt abstained. R. Wielebinski, aye; N. Leap, aye; M. Velardi, aye. Motion carried.

Public Comment

Chris Ortolan (Resident) – Asked if all the township building/zoning permits and approvals were accessible via the RTK law. L. DeVito clarified.

Charles Keppler (Resident) – suggested the sewer system be extended further past the MCTI expansion area to the Pocono Laurel Lake subdivision & BCRA water, many of the lots are non-conforming. He also mentioned the LERTA and asked that any votes be postponed until after the election.

Adjournment – R. Wielebinski made a motion, seconded by N. Leap, to adjourn the meeting 7:23p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Monday April 21, 2025

SUMMARY

Ratify

General Fund	\$	11,900.92
Payroll	\$	139,948.17
Sewer Operating	\$	132.46
Sewer Construction	\$	-
Capital Reserve	\$	59,410.20

Bill List

TOTAL General Fund	\$	217,667.19
TOTAL Sewer <u>OPERATING</u> Fund	\$	139,094.20
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	3,073.13
TOTAL Capital Reserve Fund	\$	108,611.21
Liquid Fuels		
TOTAL EXPENDITURES	\$	679,837.48

Fire Tax Disbursement	\$	45,466.44
------------------------------	-----------	------------------

Budget Adjustments

General Fund	\$	-
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	125,000.00

<u>Budget Appropriations</u>	\$	125,000.00
-------------------------------------	-----------	-------------------

ARPA FUNDS TO CAPITAL RESERVE

E.M. KUTZ, INC BODY	\$	89,150.00
---------------------	----	-----------

TOTAL CAP. RESERVE	\$	89,150.00
---------------------------	-----------	------------------

Total ARPA Transfers	\$	89,150.00
-----------------------------	-----------	------------------

Notes:

POCONO TOWNSHIP CHECK LISTING

Monday April 21, 2025

General Fund

Date	TYPE	Vendor	Memo	Amount
04/15/2025	ACH		PAYROLL ENDING 4/13/25	\$ 139,948.17
			TOTAL PAYROLL	<u>\$ 139,948.17</u>

General Expenditures

Date	Check	Vendor	Memo	Amount
04/04/2025	2397	Brodhead Creek Regional Authority	TWP and Kennys Way Sewer	249.55
04/07/2025	2398	Blue Ridge Communications	TWP and Police lines	416.65
04/14/2025	2400	Lowe's	NCC Supplies	11,234.72
			TOTAL General Fund Bills	<u>\$ 11,900.92</u>

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
04/07/2025	1321	BLUE RIDGE COMMUNICATIONS	Pump Station 1&2 Phone	132.46
			TOTAL Sewer Operating Fund	<u>\$ 132.46</u>

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
------	-------	--------	------	--------

Capital Reserve Fund

TOTAL Sewer Construction Fund \$ -

Date	Check	Vendor	Memo	Amount
04/07/2025	1100	FNB EQUIPMENT FINANCE	8896-CSL7 Lease	30,534.90
04/07/2025	1101	FNB EQUIPMENT FINANCE	8896-CSL8 Lease	28,875.30

TOTAL Capital Reserve Fund \$ 59,410.20

TOTAL General Fund

TOTAL Sewer Operating

TOTAL Sewer Construction

Total Capital Reserve

\$	11,900.92	
\$	132.46	Authorized by:
\$	-	
\$	59,410.20	Transferred by:
<u>\$</u>	<u>71,443.58</u>	

POCONO TOWNSHIP CHECK LISTING

Monday April 21, 2025

General Fund

Date	Check	Vendor	Memo	Amount
04/09/2025	2399	District Court 43-3-03	2756 Route 611 Civil	219.75
04/15/2025	2401	A & E Glass, Inc.	Supply Hollow Metal 16 GA 4-3/4" Drywall Frame Header for 6' DBL Doors at NCC	125.00
04/15/2025	2402	ADP, INC	2/28; 3/16; 3/30/2025 Payroll Time & Attendance & 3/17/25 HCM Suite	937.88
04/15/2025	2403	American Computing Services	TWP Phone Troubleshoot	90.00
04/15/2025	2404	ARGS Technology, LLC	Mar 2025 Remote IT Services	5,081.50
04/15/2025	2405	Auto Parts of Tannersville, Inc.	Xtraclear for Truck 18	21.78
04/15/2025	2406	B&H Photo-Video, Inc.	APC Smart-Ups 1500VA LCD RM 2U 120V Power Supply 1ea for NCC	827.28
04/15/2025	2407	Bartonsville Printing	Envelopes, Banners	652.00
04/15/2025	2408	Best Auto Service & Tire Center	Police cars service	634.86
04/15/2025	2409	Bianchi Joe	3/21 & 4/6/25 Uniform Reimb	556.68
04/15/2025	2410	Broughal & DeVito, L.L.P.	Matter 3043-25 General Billing File 2025	9,808.67
04/15/2025	2411	Creative Works Systems, Inc.	Mar 2025 Website Maintenance	585.00
04/15/2025	2412	Deer Country Farm & Lawn, Inc.	Switch	55.66
04/15/2025	2413	Deli Marketing L.P.	PowerEdge R260 Server Leeward Claim 2	7,628.72
04/15/2025	2414	DES-CPR, Inc.	Mar 2025 TWP Recycling	30.00
04/15/2025	2415	Eckert, Seamans, Cherin & Mellott, LLC	Special Counsel Services	3,150.00
04/15/2025	2416	Eric A. Moses Co.	Brake Clean/Clear Safety Glass	99.00
04/15/2025	2417	Gleco Paints, Inc.	Primer, Epoxy, Paint for NCC	257.36
04/15/2025	2418	Gotta Go Potties, Inc.	Event Rental	325.00
04/15/2025	2419	Grant Success Lab	Apr 2025 Grant Services	3,300.00
04/15/2025	2420	HUNTER KEYSTONE PETERBILT, L.P.	Kit, Water Pump, Exhaust Clamp for Truck 9	545.80
04/15/2025	2421	Iannazzo, Marc	March 2025 Uniform Reimb	343.90
04/15/2025	2422	J. P. Mascaro & Sons	MVP Waste Removal Apr 2025	253.70
04/15/2025	2423	J. P. Mascaro & Sons	TWP Waste Removal	430.10
04/15/2025	2424	Jan-Pro of NEPA	Apr 2025 Heritage Ctr, TWP, PW, Police Cleaning	1,770.12
04/15/2025	2425	JNK Hydrotect & Extinguisher Supply Co.	Fire Extinguisher Service	809.40
04/15/2025	2426	Kimball Midwest	Washers, Hex Nuts, Cotter Pin	192.41
04/15/2025	2427	Kimmel Bognette Architecture & Site	Renovation of NCC Campus Bldg Phase I & II 24-055	9,557.62
04/15/2025	2428	Koch 33 Auto	2021 Ford Interceptor Service	2,345.03
04/15/2025	2429	Kuehner, Raymond	4/8 & 4/13 Uniform Reimbursement	358.36
04/15/2025	2430	MacDougall, Krisann	Feb & Mar 2025 Reimbursement	87.40
04/15/2025	2431	MAULA, MAURA	4/3/25 & 4/10/25 MVP Yoga	40.00
04/15/2025	2432	Mountain Valley Landscaping	3/27 & 28/2025 Steele Green Rental	550.00
04/15/2025	2433	MRM Workers' Compensation Pooled Trust	Installment 8 of 12 2025	16,534.28
04/15/2025	2434	Nationwide - 457	Pay 1 2025-1 Two Contributions Missed on 1/10/25 Payroll	118.00
04/15/2025	2435	Nationwide - 457	457 Plan	4,962.41
04/15/2025	2436	Newman Williams, P.C.	Poc TWP Zoning Office Local Agency Appeal	1,485.00
04/15/2025	2437	PMHIC	Health Insurance	63,694.09
04/15/2025	2438	Pocono Record	Feb/Mar 2025 Advertising	1,617.98
04/15/2025	2439	PPL Electric Utilities	Traffic signals	120.62
04/15/2025	2440	Rath, Eric	4/4/25 Uniform Reimb	162.24
04/15/2025	2441	Reliable Sign & Striping	Custom Sign 1ea	210.00

04/15/2025	2442	Sarcinello Planning & GIS Services	Zoning Ordinance Amendments ARPA Funds	3,518.66
04/15/2025	2443	SFM Consulting LLC	Mar 2025 Zoning & Building Services	43,615.97
04/15/2025	2444	Sparkle Car Wash	Mar 2025 Police Car Washes	11.28
04/15/2025	2445	Staples	Office Supplies Police	88.71
04/15/2025	2446	State Workers Insurance Fund	Install 4 of 10 2025	2,770.00
04/15/2025	2447	Stephenson Equipment, Inc.	Bearing & Capscrew for Mower	339.04
04/15/2025	2448	Strand Pool Supply LLP	Hypochlorite Solutions to treat Bath House Water	48.00
04/15/2025	2449	Suburban Testing Labs	Water Testing	728.89
04/15/2025	2450	T&M Associates	Various Projects	14,970.90
04/15/2025	2451	Teamster Local 773 - Non-Uniform	PW Union Dues	972.00
04/15/2025	2452	Teamster Local 773 - Police	Police Union Dues	1,826.00
04/15/2025	2453	TRP Allentown	Alternator for Truck 9	229.01
04/15/2025	2454	Tulpehocken Mountain Spring Water Inc	Monthly Equipment Rental	14.00
04/15/2025	2455	UNIFIRST Corporation	TWP Mats	87.70
04/15/2025	2456	Valley Business Systems	TWP Copiers	1,090.77
04/15/2025	2457	Willson Products Compressed Gas Co.	Cylinder Rental	16.50
04/15/2025	2458	World Fuel Services, Inc.	Gasoline & Biodiesel	6,669.56
04/15/2025	2459	Zuvich, Regina	TWP Business - Bank Runs	95.60
TOTAL GENERAL FUND				\$217,667.19

Sewer Operating

Date	Check	Vendor	Memo	Amount
04/15/2025	1322	BLUE RIDGE COMMUNICATIONS	Pump Station 5 Phone	66.23
04/15/2025	1323	BRODHEAD CREEK REGIONAL AUTHORITY	April 2025 O&M	112,047.92
04/15/2025	1324	BRODHEAD CREEK REGIONAL AUTHORITY	PA One Call Service Apr 2025	1,500.00
04/15/2025	1325	BROUGHAL & DEVITO, L.L.P.	Matter 14PT0012 Pocono TWP Sewer Matters	148.50
04/15/2025	1326	EEMA O&M Services Group, Inc.	Apr 2025 Op & Maint	10,083.01
04/15/2025	1327	J P Mascaro & Sons	Pump Station 5 Waste Removal	293.85
04/15/2025	1328	T&M ASSOCIATES	Various Matters	14,918.80
04/15/2025	1329	Verizon	Sewer SCADA System	35.89
TOTAL Sewer Operating Fund				\$139,094.20

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
04/15/2025	1014	T&M Associates	Proj POC000011 Bartonsville Ave Sewer Line Extension	3,073.13
TOTAL Sewer Construction Fund				\$3,073.13

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
04/15/2025	1102	E.M. Kutz, Inc	Duraclass SS Dump Body Gledhill Snowplow w/Hitch-ARPA FUNDS	89,150.00
04/15/2025	1103	T&M Associates	Learn Rd Roundabout Safety Enhance ARPA FUNDS & TASA	19,461.21
TOTAL Capital Reserve Fund				\$108,611.21

Liquid Fuels

Date	Check	Payee	Memo	Amount
------	-------	-------	------	--------

\$0.00

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
04/01/2025	1057	Pocono Township Volunteer Fire Co.	2025 PMT 2	\$ 30,546.06
04/11/2025	1058	Pocono Township Volunteer Fire Co.	2025 PMT 3	\$ 14,920.38
TOTAL Fire Tax				<u>\$45,466.44</u>

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

\$ 217,667.19
 \$ 139,094.20
 \$ 3,073.13
 \$108,611.21
 \$ 45,466.44
 \$ -
 \$ 513,912.17

Authorized by: _____

Transferred by: _____

BUDGET ADJUSTMENTS REQUEST 2025

Monday April 21, 2025

SEWER OPERATING			
FROM	Amount	TO	Amount
492.100 Transfer to Sewer Construction	100,000.00	429.374 - Equipment Repair & Maintenance	100,000.00
	25,000.00	429.376 - Contracted Services	25,000.00
TOTAL ADJUSTMENTS	125,000.00		125,000.00

NOTICE TO BIDDERS

SEALED PROPOSALS FOR SEAL COAT will be accepted by the Pocono Township Board of Commissioners until **10:00 AM, Thursday, April 17, 2025**, at the Pocono Township Municipal Building, 112 Township Drive, Tannersville, PA 18372.

THURSDAY, APRIL 17, 2025 AT 10:15 A.M., all bids will be publicly opened and read for the following work:

2025 Seal Coat

65,694 SY Double Bituminous Seal Coat using a Polymer Modified Emulsion & #8 Stone with a 1.0% Loss by Wash, Surface Category Condition Vary, and Various ADT. Alternate Bid for the same Square yardage of Fog Seal.

The bids will be presented to the Pocono Township Board of Commissioners at the regularly scheduled meeting on **MONDAY, APRIL 21, 2025 at 6:00 PM with the intent to Award.**

All materials and workmanship must meet the requirements and standards of PennDOT Publication 408 – Specifications, and bidders must be PennDOT prequalified.

Proposals must be on forms provided by the Township. Proposals should be marked “**SEAL COAT BID PROPOSAL FOR LETTING OF APRIL 21, 2025.**” Proposals must be on forms provided by the Township. Proposal forms, specifications and bid information can be obtained at the Pocono Township Municipal Building at the above address or by calling (570)-629-1922, Monday through Friday, 10:00 a.m. to 3:00 p.m.

All bids must be accompanied by a certified check or bid bond in the amount of ten (10%) percent of the bid made payable to Pocono Township.

The successful bidder will be required to provide Performance and Payment Bonds in the amount of 100% of the contract price within 20 days of the award of the contract.

All work must be completed by August 31, 2025; liquidated damages will apply at the rate of \$975.00 per day for each day beyond these dates that the work remains incomplete.

The Pocono Township Board of Commissioners reserves the right to accept or reject any and/or all proposals or portions thereof, and to delete projects and or portions of the project depending on budgetary constraints and also to waive any technicalities deemed to be in the best interest of the Township.

Pocono Township Board of Commissioners
Jerrold Belvin, Township Manager
112 Township Drive
Tannersville, PA 18372

PROOF OF ADVERTISING REQUIRED

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. (See Attachment 1-A for more information)

SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4. *Description	5. Unit Price	6. Total
			BASE BID ROADS		
			<u>HEMLOCK ROAD</u>		
1.	6,923	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>HEMLOCK COURT</u>		
2.	1,056	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>WOOD ROAD</u>		
3.	1,877	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>SERFAS DRIVE</u>		
4.	3,062	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>SANS DRIVE</u>		
5.	2,006	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. (See Attachment 1-A for more information)

SCHEDULE OF PRICES

1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			BASE BID ROADS		
			<u>WILKIE ROAD</u>		
6.	11,381	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>MUNCH DRIVE</u>		
7.	8,096	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>DOVE LANE</u>		
8.	950	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>ASPEN DRIVE</u>		
9.	1,267	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>ASPEN HEIGHTS DRIVE</u>		
10.	1,373	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.			SUBTOTAL		
			SUBTOTAL(S) FROM OTHER ATTACHMENT(S)		
			TOTAL AMOUNT OF BID		

County: MonroeMunicipality: Pocono TownshipProject No.: 2025 Seal Coat**ATTACHMENT #1****LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. (See Attachment 1-A for more information)

THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY

SCHEDULE OF PRICES

1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			BASE BID ROADS		
			<u>VALE DRIVE</u>		
11.	1,267	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>MOUNTAIN VIEW PARK ROAD</u>		
12.	3,520	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>TANBARK LANE</u>		
13.	2,218	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>FABER CIRCLE</u>		
14.	9,398	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
			<u>HILLSIDE DRIVE</u>		
15.	8,026	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.			SUBTOTAL		
			SUBTOTAL(S) FROM OTHER ATTACHMENT(S)		
			TOTAL AMOUNT OF BID		

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. (See Attachment 1-A for more information)

SCHEDULE OF PRICES

1. Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			BASE BID ROADS		
			<u>LESIONE DRIVE</u>		
16.	3,274	SY	<u>Double</u> Bituminous Seal Coat using a Polymer Modified Emulsion and #8 Stone with a 1.0% Loss by Wash, Surface Category Condition "C", ADT <100		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

SCHEDULE OF PRICES					
1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			<u>ALTERNATE ROAD BID</u>		
			<u>HEMLOCK ROAD</u>		
A1.	6,923	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>HEMLOCK COURT</u>		
A2.	1,056	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>WOOD ROAD</u>		
A3.	1,877	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>SERFAS DRIVE</u>		
A4.	3,062	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>SANS DRIVE</u>		
A5.	2,006	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>WILKIE ROAD</u>		
A6.	11,381	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>MUNCH DRIVE</u>		
A7.	8,096	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>DOVE DRIVE</u>		
A8.	950	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>ASPEN DRIVE</u>		
A9.	1,267	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>ASPEN HEIGHTS DRIVE</u>		
A10.	1,373	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.			SUBTOTAL		
			SUBTOTAL(S) FROM OTHER ATTACHMENT(S)		
			TOTAL AMOUNT OF BID		

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

SCHEDULE OF PRICES

1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
			ALTERNATE ROAD BID		
			<u>VALE DRIVE</u>		
A11.	1,267	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>MOUNTAIN VIEW PARK ROAD</u>		
A12.	3,520	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>TANBARK LANE</u>		
A13.	2,218	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>FABER CIRCLE</u>		
A14.	9,398	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>HILLSIDE DRIVE</u>		
A15.	8,026	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
			<u>LESOINE DRIVE</u>		
A16.	3,274	SY	Apply Fog Seal per PennDOT Pub 408, Section 472		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.			SUBTOTAL		
			SUBTOTAL(S) FROM OTHER ATTACHMENT(S)		
			TOTAL AMOUNT OF BID		

ATTACHMENT #1THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

SCHEDULE OF PRICES

1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
ALTERNATE ROAD BID					
			<u>HEMLOCK ROAD</u>		
AA1.	6,923	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>HEMLOCK COURT</u>		
AA2.	1,056	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>WOOD ROAD</u>		
AA3.	1,877	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>SERFAS DRIVE</u>		
AA4.	3,062	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>SANS DRIVE</u>		
AA5.	2,006	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>WILKIE ROAD</u>		
AA6.	11,381	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>MUNCH DRIVE</u>		
AA7.	8,096	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>DOVE DRIVE</u>		
AA8.	950	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>ASPEN DRIVE</u>		
AA9.	1,267	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>ASPEN HEIGHTS DRIVE</u>		
AA10.	1,373	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	

County: MonroeMunicipality: Pocono TownshipProject No.: 2025 Seal Coat**ATTACHMENT #1**THIS PORTION TO BE
COMPLETED
BY THE MUNICIPALITY**LOCATION OF WORK:**

See List of Roads on Attachment 1-A

DESCRIPTION OF WORK:

As indicated below and in Attachments 1-A

Contractor is to place a Double Bituminous Seal Coat using a Polymer Modified Emulsion, CRS-2PM (E-3M) or RS-2PM (E-2M) and #8 Stone with a 1.0% Loss by Wash. All material to be complete in place in conformance with current PENNDOT Pub.408, Section 470.

ESCALATOR CLAUSE: (If adopted by the Municipality)

This contract contains sufficient quantities of asphalt cement for the PennDOT bituminous price adjustment to apply. PennDOT Pub. 408, Section 110.04 will apply to quantities of bituminous materials greater than 100 tons of asphalt cement including asphalt cement residue contained in emulsions or cutbacks. **(See Attachment 1-A for more information)**

SCHEDULE OF PRICES					
1.Item No.	2. Approximate Quantities	3. Units	4.*Description	5. Unit Price	6. Total
ALTERNATE ROAD BID					
			<u>VALE DRIVE</u>		
AA11.	1,267	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>MOUNTAIN VIEW PARK ROAD</u>		
AA12.	3,520	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
AA13.	2,218	SY			
			<u>TANBARK LANE</u>		
AA14.	9,398	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>FABER CIRCLE</u>		
AA15.	8,026	SY	Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
AA16.	3,274	SY			
			<u>HILLSIDE DRIVE</u>		
			Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
			<u>LESOINE DRIVE</u>		
			Apply Asphalt Fiber Reinforced Seal Coat per PennDOT Pub 408, Section 472		
*DESCRIPTION Must include ADT on Wearing surfaces. USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st and OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.				SUBTOTAL	
				SUBTOTAL(S) FROM OTHER ATTACHMENT(S)	
				TOTAL AMOUNT OF BID	



YOUR GOALS. OUR MISSION.

April 16, 2025

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

**SUBJECT: PROJECT AWARD RECOMMENDATION
LEARN ROAD ROUNDABOUT PROJECT
POCONO TOWNSHIP, MONROE COUNTY, PA
PROJECT NO. POCO-00152**

Dear Commissioners:

T&M Associates has reviewed the bids received by Pocono Township via PennBid on Monday, April 7, 2025, for the Learn Road Roundabout Project. The following bids were received from four (4) bidders.

Northeast Site Contractors	Cobalt Construction, Inc.	Pioneer Construction Company, Inc.	Multiscape, Inc.
\$ 335,411.50	\$ 434,241.50	\$ 467,194.85	\$ 592,384.00

Upon review of the bid tabulation and submitted documents it was determined that Northeast Site Contractors has met the minimum acceptable criteria for bid submission, as required by the Advertisement for Bids and all bids were checked for completeness, mathematical errors, and for accuracy.

A Bid Bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania in the amount of 10% of the total bid was submitted.

Based on the review of all bids and bid prices, we recommend that the Learn Road Roundabout Project be awarded to Northeast Site Contractors.

Please contact me if you have any questions or concerns.

Sincerely,

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

JST/meh

Enclosure

cc: Jerrod Belvin, Manager – Pocono Township
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Esquire – Broughal & DeVito, LLP
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

G:\Projects\POCO\00152\Specs\Bids\Learn Road Roundabout_Award Recommendation.docx

Bid Tabulation

Leam Road Roundabout Project

Project No.: POCO-00152

April 7, 2025

Reference No.	Description	Unit of Measure	Quantity	Northeast Site Contractors	Kohalt Construction Inc.	Pioneer Construction Co., Inc.	Mulliscape, Inc.
#1-1	Mobilization/Demobilization	LS	1	\$6,460.00	\$23,000.00	\$41,309.00	\$108,550.00
#1-2	Maintenance & Protection of Traffic	LS	1	\$6,290.00	\$7,500.00	\$7,191.50	\$4,656.00
#1-3	18" Silt Sock	LF	307	\$3,684.00	\$2,763.00	\$2,456.00	\$4,296.00
#1-4	Tree Protection Fence	LF	345	\$1,107.50	\$1,035.00	\$1,725.00	\$3,105.00
#1-5	Intel Protection	EA	6	\$675	\$750	\$3,707.50	\$800
#1-6	Concrete Washout	EA	1	\$975	\$1,000.00	\$1,500.00	\$825
#1-7	Clearing and Grubbing	LS	1	\$2,390.00	\$4,930.00	\$7,127.00	\$13,664.00
#1-8	Remove Existing Trees	EA	7	\$10,780.00	\$19,230.00	\$26,596.00	\$3,885.00
#1-9	Remove Existing Boulders	LS	1	\$1,182.50	\$1,000.00	\$2,351.00	\$1,708.00
#1-10	Install & Connect New UG Propane Tank and Remove Existing UG Propane Tank	LS	1	\$13,116.00	\$15,000.00	\$17,984.00	\$28,131.00
#1-11	Remove Existing Headwall	EA	1	\$591.50	\$950	\$667	\$1,708.00
#1-12	Sawcut and Remove Existing Asphalt Road Surface	SY	1630	\$15,077.50	\$27,710.00	\$12,469.50	\$27,710.00
#1-13	Rough Grade	SY	3250	\$9,912.50	\$48,750.00	\$20,150.00	\$16,250.00
#1-14	Sanitary Sewer Manhole Adjustments	EA	1	\$7,053.25	\$1,000.00	\$1,203.00	\$3,741.00
#1-15	Install New Concrete Spitter Islands with Mountable Curb	SY	38	\$14,915.00	\$11,400.00	\$22,610.00	\$23,522.00
#1-16	Roundabout Truck Apron with Mountable Curb	SY	235	\$45,648.75	\$52,875.00	\$62,275.00	\$56,400.00
#1-17	Type 5 Inlet	EA	5	\$21,273.75	\$25,000.00	\$23,220.00	\$28,060.00
#1-18	24-inch HDPE Storm Sewer	LF	302	\$25,217.00	\$42,280.00	\$35,334.00	\$30,804.00
#1-19	8-inch Depth 2A Aggregate Subbase	SY	1630	\$28,525.00	\$19,560.00	\$34,230.00	\$29,340.00
#1-20	4-inch Depth Binder Course	Tons	355	\$44,197.50	\$40,835.00	\$46,635.00	\$69,580.00
#1-21	1 1/2-inch Depth Wearing Course	Tons	135	\$17,786.25	\$16,875.00	\$25,920.00	\$41,310.00
#1-22	Sweep and Tack Coat	SY	1630	\$815.00	\$2,037.50	\$2,200.50	\$4,890.00
#1-23	Joint Seal	LF	645	\$967.50	\$645	\$2,902.50	\$2,580.00
#1-24	Bluminous Rolled Curb	LF	558	\$4,464.00	\$3,906.00	\$5,599.10	\$13,950.00
#1-25	Furnish and Place 6-inch Topsoil in Former Roadbed and Landscape Area	SY	875	\$12,761.25	\$13,125.00	\$13,125.00	\$15,750.00
#1-26	Fine Grade, Seed & Mulch	SY	1620	\$5,265.00	\$1,620.00	\$4,050.00	\$3,140.00
#1-27	New Signs	EA	20	\$7,320.00	\$14,000.00	\$6,080.00	\$740
#1-28	4" Single Yellow Line	LF	460	\$1,035.00	\$920	\$1,012.00	\$11,040.00

Bid Tabulation

Learn Road Roundabout Project

Project No.: POCO-00152

April 7, 2025

Reference No.	Description	Unit of Measure	Quantity	Northeast Site Contractors	Kubalt Construction Inc.	Pioneer Construction Co., Inc.	Multiscape, Inc.
#1-29	4" Double Yellow Line	LF	185	\$832.50	\$555	\$814.00	\$4,446.00
#1-30	4" Single White Line	LF	1135	\$2,553.75	\$2,270.00	\$2,457.00	\$4,540.00
#1-31	White Gore Markings	SY	155	\$4,843.75	\$8,525.00	\$4,743.00	\$4,495.00
#1-32	Guardrail	LF	80	\$12,820.00	\$19,200.00	\$16,748.00	\$21,680.00
#1-33	Tall Grass	SF	282	\$1,060.50	\$1,018.00	\$2,626.80	\$5,858.00
#1-34	River Stone	CY	17	\$4,475.25	\$2,975.00	\$8,147.25	\$5,729.00
TOTAL PROJECT BID AMOUNT				\$35,431.50	\$434,243.50	\$467,194.85	\$592,384.00



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: April 16, 2025

Following is a report for the Zoning and Building Code Office's activity from March 20th to April 16th:

Permits Issued: 66

Zoning Permits: 18

Commercial – 5
Residential – 13

New Construction: 2

Commercial – 0
Residential – 2

Building Permits: 18

Commercial – 4
Residential – 14

Certificate of Occupancy – 21

Driveway – 3

TDU – 1

Well – 2

Grading – 1

Enforcement Actions:

- March 25, 2025 – 189 Eagle Pass – Enforcement Notice and Stop Work Order – Zoning and UCC NOVs were issued for initiating interior and exterior alterations/repairs to the existing dwelling on the subject property without first obtaining permits. **The property owner has since been in contact with our office and has obtained a building permit for the alterations.**
- March 27, 2025 – 188 Oak Hill Road – Enforcement Notice – A property maintenance enforcement notice was issued for permitting the accumulation of municipal waste on the subject property.
- March 28, 2025 – 116 Peechatka Ridge – Enforcement Notice – Zoning and UCC NOVs were issued for initiating alterations to the existing single-family dwelling on the property without first obtaining permits. **The property owners have been in contact with our office and have submitted a building permit application.**
- April 8, 2025 – 178 Oak Hill Road – Letter – A property maintenance violation letter was issued for permitting the accumulation of municipal waste on the subject property and not having appropriate trash containers.
- April 9, 2025 – T 535 Babbling Brook Road (Parcel 12.6.1.36) – Enforcement Notice – A Zoning Notice of Violation was issued for construction of various accessory structures without first obtaining zoning permits. **The property owner has since been in contact with our office.**
- April 10, 2025 – 2117 Post Hill Road – Enforcement Notice – A Zoning Notice of Violation was issued for initiating construction activity on the subject property without first obtaining permit approvals. **The property owner has since been in contact with our office and is working on bringing the property into compliance.**

Previously Discussed Properties:

- 353 Cherry Lane Road – Enforcement Notice – A zoning enforcement notice was issued for establishing a transient dwelling use on the subject property. The property owner has since contacted our office and clarified that their long-term tenant had been renting the property without their knowledge. The owner is actively working to have the listing removed and will be terminating the tenant's lease agreement.

Closed Violations:

- 15 Ski Side Court – Operating a Transient Dwelling Unit without a license. The property owner has since obtained their license from the Zoning Officer, and the violation has been closed.
- 20 Ski Side Court – Operating a Transient Dwelling Unit without a license. The property owner has since obtained their license from the Zoning Officer, and the violation has been closed.
- 1802 Route 611 – An inspection of the property was conducted in response to the proposed change of use from a hotel/motel to a long-term rental establishment. Upon inspection, it was determined that no modifications have been made to the units to accommodate long-term occupancy. Additionally, the property manager confirmed that all current occupants are staying on a short-term basis, with the only lease agreements available being on a weekly basis.
- 3256 Mountain Drive – Initiating interior alterations to the existing single-family dwelling on the subject property. The property owner has retroactively obtained a building permit for the alterations, and a certificate of occupancy was issued.
- 1563 Sullivan Trail – Initiating interior and exterior alterations to the existing single-family dwelling on the subject property. The property owner has retroactively obtained zoning and building permits for the alterations and construction, and a certificate of occupancy was issued.

District Magistrate Hearings:

- 136 Beaver Trail – A civil complaint was filed for initiating construction activity on the subject property without first obtaining the necessary permits. This matter was scheduled for Tuesday, April 15, 2025, at 1:00 PM. The defendant did not attend the proceeding, and a default judgment was awarded.
- Merry Hill Road – Parcel 12.9C.1.34 – A civil complaint was filed for initiating construction activity on the subject property without first obtaining the necessary permits. This hearing has been scheduled for Monday, May 5, 2025, at 10:00 AM.
- 1313 Scotrun Drive – A civil complaint was filed for initiating construction activity on the subject property without first obtaining the necessary permits. A default date has been scheduled for May 5, 2025, at 10:00 AM.
- 2351 Route 715 – A civil complaint was filed for initiating construction activity and expanding the use of the subject property without first obtaining the necessary permits and land development approvals. A default date has been scheduled for May 5, 2025, at 10:00 AM.

- 1305 Cerise Way – A civil complaint was filed for initiating construction activity on the subject property without first obtaining the necessary permits. This hearing has been scheduled for Monday, May 12, 2025, at 10:00AM.
- 175 Laurel Lake Road – Ten (10) non-traffic citations were filed against the owners of the subject property for various property maintenance violations. This hearing has been scheduled for Tuesday, May 20, 2025, at 11:15 AM.

Upcoming Public Hearings:

- 2865 Route 611 –An appeal of an Enforcement Notice issued by the Zoning Officer for installing storage structures in the form of tractor trailers on the subject property. A hearing date has yet to be determined.

Johnson Controls planned service proposal

Prepared for POCONO TOWNSHIP

Customer
POCONO TOWNSHIP

Local Johnson Controls Office
5 PETHICK DRIVE, SUITE 5
WILKES-BARRE, PA 18702

Agreement Start Date:
05/01/2025

Proposal Date
04/02/2025

Estimate No:
1-1Q6VAC9H



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for POCONO TOWNSHIP

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 05/01/2025 and ending 04/30/2028.
- The agreement price for first year is \$7,018.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Matthew Maloney
HVAC Account Rep
(866) 468-1482

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : POCONO TOWNSHIP
Address: 112 TOWNSHIP DR TANNERSVILLE, PA 18372
Proposal Date: 04/02/2025
Estimate #: 1-1Q6VAC9H

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 05/01/2025 and will continue until 04/30/2028 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$7,018.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: POCONO TOWNSHIP
112 TOWNSHIP DRIVE
TANNERSVILLE, PA 18372

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
☐ No: Please submit invoices via mail
☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: JOHNSON CONTROLS WILKES-BARRE PA CB - 0N36

Address: 5 PETHICK DRIVE, SUITE 5

WILKES-BARRE, PA 18702

Branch Phone: (866) 468-1482

Branch Email:

Schedule A - Equipment List

POCONO TOWNSHIP	112 TOWNSHIP DR TANNERSVILLE, PA 18372
------------------------	---

Product: Block Hours - Controls

Quantity: 1

Coverage Level: Basic

Services Provided

4 Preventive Maintenance

Customer Tag

Manufacturer

Model #

Serial #

Equipment tasking

Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$7,018.00	Annually
Year2	\$7,650.00	Annually
Year3	\$8,339.00	Annually

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 1/25)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "Customer Terms"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the

then-prevailing JCI rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs, plus a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment, Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or inventory storage, expedited shipping fees, trailer and equipment rental fees, casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The Initial Term of this Agreement is three (3) years. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless the Customer or JCI gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.
5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.
7. In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or

other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.

8. JCI may terminate this Agreement and discontinue any Service(s), if JCI's central monitoring center ("CMC") or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if JCI is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JCI's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JCI shall not be responsible for performing the services and may terminate the services without notice to Customer. JCI may terminate the services immediately upon notice to the Customer if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

9. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. For termination prior to the end of the Term, Customer agrees to pay JCI, in addition to any outstanding fees and charges for service(s) rendered prior to termination, 50% of the charges for services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide JCI with reasonable access to the premises to remove any JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services: Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other

aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

1. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or

participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE

UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

RENT!FUN

Self-Service Equipment Kiosks

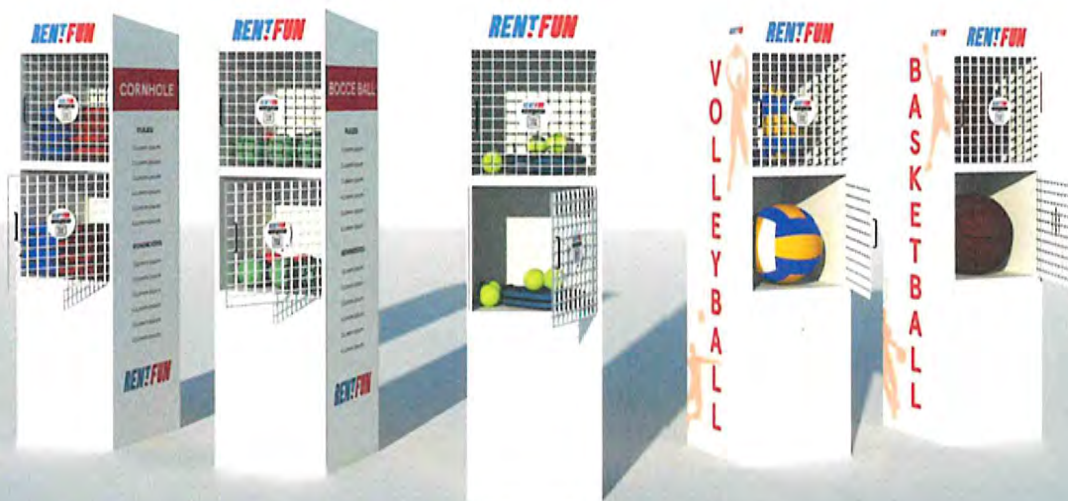
Activate your parks and open spaces with
self-service equipment rentals



Your parks are empty.
Want people to play more?

\$3,000 per kiosk
50/50 revenue share

We handle installation, maintenance, and equipment replacement



Launch a new amenity and let us do all the work



FULL-SERVICE MAINTENANCE

Rent.Fun's hires local Field Service Technicians who provide ongoing maintenance to the locker and all rental equipment.



LOCAL MARKETING

We'll build a custom website for your program and run targeted advertisements online so your whole community knows about it.



EQUIPMENT REPLACEMENT

As equipment gets damaged or goes missing, we repair and replace so your station is always ready to go.



RISK MANAGEMENT

All users must sign a digital waiver in app prior to rentals. Rent.fun will add your city as an additionally insured on our \$5M insurance policy.



DELIVERY AND INSTALLATION

Rent.Fun handles delivery and installation. Our Smart Lockers can be installed on any surface and do not require access to electricity or wi-fi.



CUSTOMER SUPPORT

The public calls us, not you. Our team is on call 7 days per week to assist users with billing or technical issues.



COURT KIOSKS

Basketball • Pickleball • Soccer • Volleyball • Tennis

RENTFUN



FIELD KIOSKS

RENTFUN

WIFFLE BALL • BASEBALL • FOOTBALL • KICKBALL • SOCCER



BEACH KIOSKS

RENTFUN

YOUTH LIFEVEST • FLIPPERS • VOLLEYBALL • BEACH TOYS • BEACH CHAIRS



TRUSTED BY

100+ GOVERNMENT AGENCIES

RENTFUN

Arkansas

[Fort Smith, AR](#)
[Jonesboro, AR](#)

California

[Clearlake, CA](#)
[San Bernardino, CA](#)
[Tehachapi, CA](#)

Connecticut

[Plymouth, CT](#)

Florida

[Holly Hill, FL](#)
[Lake Wales, FL](#)
[Mount Dora, FL](#)

Georgia

[Dalton, GA](#)

Iowa

[Story County, IA](#)

Illinois

[Carbondale, IL](#)
[Charleston, IL](#)
[Mt. Sterling, IL](#)
[Olney, IL](#)
[Dixon, IL](#)
[Highland, IL](#)
[Lake Mazon, IL](#)
[Quincy, IL](#)
[Rock Falls, IL](#)
[Village of Park Forest, IL](#)

Indiana

[La Porte, IN](#)
[Little Walnut Creek, IN](#)
[Loansport, IN](#)
[South Bend, IN](#)
[Warsaw, IN](#)

Kansas

[Lenexa, KS](#)
[Olathe, KS](#)
[Wichita, KS](#)

Kentucky

[Shelby County, KY](#)

Massachusetts

[Maynard, MA](#)
[Dedham, MA](#)

Maine

[Auburn, ME](#)
[Westbrook, ME](#)

Michigan

[East Grand Rapids, MI](#)
[Delhi Township, MI](#)
[Genesee County, MI](#)
[Spring Lake, MI](#)
[Van Buren Township, MI](#)

Minnesota

[Woodbury, MN](#)
[Elk River, MN](#)
[Olmsted County, MN](#)
[Paynesville, MN](#)

Missouri

[Jefferson, MO](#)
[Cottleville, MO](#)

North Carolina

[Albemarle, NC](#)
[Havelock, NC](#)
[Jacksonville, NC](#)
[Hurtford, NC](#)

New York

[Rabbitsville, NY](#)
[Genesee County, NY](#)

Ohio

[Olney, OH](#)
[Dayton, OH](#)
[Lima, OH](#)
[Hamilton, OH](#)
[Richwood, OH](#)
[Fort Loramie, OH](#)

Oklahoma

[Durant, OK](#)
[Elk City, OK](#)
[Bonita City, OK](#)

South Carolina

[Johnsonville, SC](#)

Tennessee

[Henderson County, TN](#)
[Harriman, TN](#)

Texas

[Bay City, TX](#)
[McKinney, TX](#)

Virginia

[Prince George County, VA](#)
[Smithfield, VA](#)
[West Point, VA](#)

Wisconsin

[Columet County, WI](#)
[Marathon County, WI](#)
[Onalaska, WI](#)
[Oshkosh, WI](#)

West Virginia

[New Martinsville, WV](#)

"People are loving self-service approach is really reducing the burden on our staff."

— Celeste Lewis, Olmsted County, MN

POCONO TOWNSHIP PLAN STATUS

04/21/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/Deny	BOC Approval/Deny	Approval Expiration (1 yr)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Stadden Group-Pocono Creek (8/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
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 PRELIMINARY 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	4/3/2017				
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	6/5/2017				
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	3/23/2021				
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
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase A
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase D
1383		2130157R	Sanofi Pasteur B-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	2/25/2022				
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	4/13/2023				
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
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025	Recommended for approval 3/10/25	Conditional Approval 4/7/25	4/7/2026	10/7/2025	1/7/2026		Project not moving forward per owner
1412	POCO-R0620	2330209R	GIWL 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		

POCONO TOWNSHIP PLAN STATUS
04/21/2025

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
1415	POCO-R0829	2230198R	Erle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/20/2024	Conditional Approval 4/8/24	Conditional Approval 5/6/24	5/6/2025	11/6/2024	2/6/2025		
1423	POCO-R0814	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recommended for approval 11/3/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1431	POCO-R0810	-	Incoquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/8/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
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		
1442	POCO-R1120	-	Mendez Lot Consolidation - 267 Laurel Lake Road (2/3/25)	Lot Comb.	Final	3/18/2025	N/A	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Enrl. Pool Equip. End.	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
04/21/2025

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 Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/20/22	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/26/2024	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Devt	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/26/21	Conditional Approval 10/18/21				5/16/24	
1374		1930089R	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/23	
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/28/21	Conditional Approval 8/2/21				12/21/2022	
1384	N/A	2130152	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/20/21	
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 883 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval 2/6/21				3/20/22	
1393	POCO-R0625	2230179R	Cherry Lane Devt Partners (Wawa-Tannersville Inn) (8/8/22)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/20/22	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/20/22	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/20/22	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/25	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur 887 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fallins (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	Fanta 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	

POCONO TOWNSHIP PLAN STATUS
04/21/2025

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	Recondation Date	Comments
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolid. (10/10/23)	Land Devt & Lot Consolid.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/18/24				10/30/2024	
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolid. Lot Line Adjust.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)		Final	3/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/24	
1426	POCO-R0760	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	1/14/2025	Recommended for approval 2/10/25	Approved 2/18/25				3/31/2025	
1427	POCO-R0760	-	Wehr Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/3/24				10/28/25	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/8/2025	
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-R0820	-	Terry - 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-R0860	-	Persileo Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	
1440	POCO-R1100	-	Defazio Lot Joinder - 5120 Laurel Loop (2/3/25)	Lot Comb.	Final	3/19/2025	N/A	Approved 4/7/25				4/9/2025	

POCONO TOWNSHIP PLAN STATUS
04/21/2025

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
04/21/2025

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-R0819	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scotrui Avenue	Land Devt					11/25/2025			
1439	POCO-R1090	-	Summit Road Solar Array	Land Devt					1/29/2025			
Final Plans Under Consideration												
1444	POCO-R1150	-	2054 Route 611 Minor Subdivision (4/14/25)	Minor Sub.	Final	7/13/2025	6/9/2025	7/7/2025	4/11/2025	4/14/2025		
Preliminary Plans Under Consideration												
1445	POCO-R1180	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	7/13/2025	6/9/2025	7/7/2025		4/14/2025		
1438	POCO-R1040	-	Trap Hotel Event Center (1/13/25)	Land Devt/Lot Consolidation	Prelim/Final	6/12/2025	5/12/2025	6/2/2025	2/6/2025	4/14/2025		60 day ext. rec'd 3/6
1437	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	4/14/2025		90 day ext. (to orig. date) rec'd 1/13

POCONO TOWNSHIP PLAN STATUS
04/21/2025

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	-	Brockdale Spa (9/9/24)	Land Devt	Prelim/Final	6/2/2025	5/12/2025	6/2/2025	2/3/2025	4/14/2025		Extension to 6/2 rec'd 4/3
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	6/30/2025	6/9/2025	6/16/2025	4/9/2025	4/14/2025		Extension to 6/30 rec'd 4/15
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	4/14/2025		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	4/14/2025		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	4/14/2025		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	4/14/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

POCONO TOWNSHIP PLAN STATUS
04/21/2025

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												
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	6/12/2025	5/12/2025	6/2/2025	4/8/2025		Approval Rec. 4/14/2025	Phase B - 60 day ext. rec'd 3/4
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Final	6/17/2025	6/9/2025	6/16/2025	3/6/2025		Approval Rec. 3/10/25	
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	6/16/2025	N/A	6/16/2025	3/11/2025		N/A	Extension to 6/16 rec'd 4/8
1443	POCO-R1160	-	1512 & 1516 Shady Lane Lot Consolidation (4/7/25)	Lot Line Adjust.	Final	7/6/2025	N/A	6/16/2025	-		N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												