



POCONO TOWNSHIP COMMISSIONERS

AGENDA

April 7, 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 on 4/2/25 to discuss personnel.
- Prior to this meeting there was a LERTA workshop held.
- Due to the PSATS Convention, the May 5th Board meeting will be rescheduled to Tuesday, May 13th in order to ensure a quorum.

Presentations

Hearings

Resolutions

- Motion to approve Resolution 2025-06 Granting Conditional Approval of the Route 611 Land Development, LLC Minor Subdivision Plan. **(Action Item)**
- Motion to approve Resolution 2025-08 Granting Conditional Approval of the Amended Swiftwater Solar LDP Phase A. **(Action Item)**
- Motion to approve Resolution 2025-09 Granting Conditional Approval of the Mendez Lot Consolidation Plan **(Action Item)**
- Motion to approve Resolution 2025-10 Granting Conditional Approval of the Amended Swiftwater Solar LDP Phase D. **(Action Item)**
- Motion to approve Resolution 2025-11 Granting Conditional Approval of the DeFazio Lot Joinder Plan **(Action Item)**

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the March 12th and March 25, 2025 regular meetings of the Board of Commissioners. **(Action Items)**

- 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. **(Action Item)**
- 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. **(Action Items)**

NEW BUSINESS

Personnel – None

Report of the President

Richard Wielebinski

- Motion to authorize The Ammerman Group (COSTARS Vendor) to paint the Admin & County section of the NCC administrative building in the amount of \$25,000 **(Possible Action Item)**.
- Motion to utilize O'Brien's moving and storage for the purposes of moving the township assets within the Administration building to the new complex in the amount of \$7,823.94 **(Possible Action Item)**.
- Motion 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. **(Possible Action Item)**.
- Motion 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. **(Possible Action Item)**.
- Motion to utilize Breathe-EZ to clean 4 air exchangers in the Admin. wing of the new building, for a cost of \$22,500 **(Possible Action Item)**.
- Motion to appoint Brian Winot as BOC MS4 designate to work with T&M for updated MS4 Permit Approval. **(Possible Action Item)**
- Motion 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. **(Possible Action Item)**
- Motion 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. **(Possible Action Item)**

Commissioner Comments

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – SBA Cell Tower
- Update – Solar Field
- Update – Kennel
- Motion 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 **(Possible Action Item)**.

Brian Winot – Commissioner

Mike Velardi – Commissioner

Reports**Zoning – SFM Consulting - Report Attached**

- Motion to authorize SFM Consulting to conduct inspections at 2914 Bartonsville Ave. **(Possible Action Item)**.
- Motion to authorize SFM Consulting to conduct inspections at 268 Laurel Lake Road for potentially dangerous structures within the township **(Possible Action Item)**.

Police – Chief James Wagner (First Meeting of Month)**Township Manager's Report – Jerrod Belvin**

- Update Green Light Go
- NCC Update
- Motion 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 **(Possible Action Item)**
- Motion to accept service agreement from Johnson Controls, for Lighting & HVAC at 205 Old Mill Road Administrative Building **(Possible Action Item)**
- Defensive Driving
- Insurance Update
- County Hazard Mitigation Plan Update

Public Works/Sewer Report – Patrick Briegel

- Sewer Business Update
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects
- Motion to authorize advertisement for 2025 Materials Bids. **(Possible Action Item)**
- Parks Update

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

- Egg Hunt
- Fishing Derby
- Clean-up Day
- Motion to waive Mountain View Park Pavillion fees for Old Forge Elementary PTO for May 20th **(Possible Action Item)**
- Motion to waive Mountain View Park Pavillion fees for Clear Run Elementary School for May 30th **(Possible Action Item)**

Township Engineer Report – T&M Associates

- Sewer Business Update
- Learn Road safety enhancement project and roundabout survey work.
- TASA Project
- TLC walking bridge.
- Address Request – Parcel 12.12.1.22-5 – Center line, Moss Drive, and a possible new road name. **(Possible Action Item)**

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 repeal the existing LERTA Ordinance (***Possible Action Item***)

Public Comment

Adjournment

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-06

A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE 611 LAND DEVELOPMENT, LLC MINOR SUBDIVISION PLAN

WHEREAS, the applicant, 611 Land Development, LLC, submitted a minor subdivision plan application titled “Final Minor Subdivision for 611 Land Development, LLC” (the “Plan”). The Plan proposes a minor subdivision of property located on the northern side of SR 0611 between Bartonville Avenue and Frantz Road into two (2) parcels. The existing parcels are identified as Monroe County Tax Parcel No. 12.2.1.26-2. The property is located in the C Commercial Zoning District; and

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

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

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

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

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

1. SALDO Sections 390-43.A.(10) and 390-47.C.(2) – Lot lines should follow municipal and county boundaries. *The applicant shall be permitted to have Lot #2 cross the existing municipal boundary line shared between Hamilton Township and Pocono Township.*

That the “Final Minor Subdivision for 611 Land Development, LLC” as shown on the plan prepared by prepared by Devco Infra LLC, dated March 7, 2024, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated May 7, 2024, December 5, 2024 and March 6, 2025.
2. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
3. The applicant shall obtain all required permits and approvals from other governmental agencies

prior to presenting the Plan for signatures.

4. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer.
5. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.
6. 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



YOUR GOALS. OUR MISSION.

March 6, 2025

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: 611 LAND DEVELOPMENT LLC – DUAL BRAND HOTEL
FINAL MINOR SUBDIVISION PLAN & LOT 2 PRELIMINARY LAND
DEVELOPMENT PLAN REVIEW NO. 3
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1401, T&M PROJECT NO. POCO-R0630**

Dear Planning Commission Members:

Pursuant to the Township's request, we have performed our third review of the Final Minor Subdivision Plan and Lot 2 Preliminary Land Development Plan Application for the 611 Land Development LLC – Dual Brand Hotel by Marriot. The submitted information consists of the following items.

- Response letters to Pocono Township prepared by Devco Infra, LLC, dated January 24, 2025 and February 28, 2025.
- Response letter to Hamilton Township prepared by Decvo Infra, LLC, dated January 15, 2025.
- BCRA Easement, Part of Tax Parcel No. 12/2/1/26-2, dated August 5, 2015, Deed Book 2458, Page 5990.
- Sanitary Sewer Easement, Tax Parcel No. 12/2/1/26-2, Deed Book 2136, Page 4754.
- BCRA Easement, Part of Tax Parcel No. 12/2/1/26-2, dated February 2, 2021.
- Right-of-Way Easement Agreement between 611 Land Development, LLC and Ertle Development, LLC for the location, construction, operation, maintenance, alteration, and replacement of roadways and appurtenances thereto.
- Sewer Easement to be Extinguished Plan prepared by Benchmark Civil Engineering Services, Inc., dated April 8, 2024.
- Lot closure reports for Lot #1 – North, Lot #1 – South, Lot #1 – North – Net, Lot #1 – South – Net, Lot #2, Lot #2 Net.
- Sanitary sewer response letter prepared by Devco Infra, LLC, dated January 25, 2025.
- PADEP Sewage Facilities Planning Module Application Mailer with Project Narrative and sewage flow data, location map. PA DCNR PNDI Search Receipt, and plans.



- Pocono and Hamilton Townships Regional Sewer System Reservation of Sewer Capacity Application.
- Cost Estimate for Sewer Line Improvements.
- Construction Cost Estimate for Constructed Wetland Basin dated February 26, 2025.
- Engineer's Opinion of Construction Costs for Lot #1 Improvements along State Route 0611 and Drive A dated February 18, 2025.
- Will-serve letter prepared by Brodhead Creek Regional Authority, dated May 15, 2024.
- Email correspondence from Pocono Township Volunteer Fire Company dated February 26, 2025.
- Community/Financial Impact Analysis prepared by Devco Infra, LLC, dated February 10, 2025.
- Individual NPDES Submission prepared by Devco Infra, LLC, dated May 7, 2024, revised January 16, 2025.
- Geotechnical Engineering Report prepared by Midlantic Engineering, Inc., dated October 20, 2021.
- Stormwater Management Report prepared for Ertle Development, LLC Retail Store with Vehicle Fueling Station prepared by Bohler, dated October 4, 2023, revised July 25, 2024 with drainage area plans and PCSM Plan.
- Stormwater Gutter Flow Addendum prepared for Ertle Development, LLC Route 611/Bartonsville Avenue Wawa Convenience Market, prepared by Benchmark Civil Engineering Services, Inc., dated December 2023.
- Post Construction Stormwater Management Report Volumes I and II prepared by Devco Infra dated March 7, 2024, last revised January 13, 2025 and February 26, 2025, respectively.
- Vehicle Turning Movement Plan for WB-65 Truck Exiting North (1 sheet) prepared by Devco Infra, LLC, dated March 7, 2024, revised January 14, 2025.
- Final Minor Subdivision Plan (17 sheets) prepared by Devco Infra, LLC, dated March 7, 2024, last revised February 26, 2025.
- Post Construction Stormwater Management Plan (63 sheets) prepared by Devco Infra, LLC, dated March 7, 2024, revised February 26, 2025.
- Preliminary Land Development Plan (84 sheets) prepared by Devco Infra, LLC, dated March 7, 2024, revised February 26, 2025.

BACKGROUND INFORMATION

The Applicant, 611 Land Development LLC, is proposing to subdivide a 46.503 acre property located along the northern side of SR 0611 between Bartonsville Avenue and Frantz Road. The site has frontage on all three (3) roadways and is located in Pocono, Hamilton, and Stroud Townships. A 0.137 acre portion



of the existing property is located across Frantz Road (on the northeastern corner of the intersection of Frantz Road and S.R. 0611). The property is located in the C-Commercial District in Pocono Township. The natural resource areas present on the site include wetlands, streams, woodlands, and steep slopes. A vacant house and several out-buildings are also located on the site.

Proposed Lot No. 1 is shown to be 41.826 acres and Lot No. 2 as 4.677 acres. The plans propose development of Lot No. 1 with a stormwater infiltration basin while Lot No. 2 will be developed with a proposed hotel with a total of 120 rooms; 60 for Springhill Suites and 60 for Townplace Suites. A new access drive will be constructed from SR 0611 within Hamilton Township. The developed area is mostly within Hamilton Township; however, a loading area, and a portion of the proposed parking and dumpster areas are within Pocono Township. A stormwater infiltration basin on Lot No. 1 is also within Pocono Township. The site will be served by public water and sewer.

The plans were accepted by the Township Planning Commission at its meeting held on April 8, 2024.

Based upon our review of the submitted information and our previous review letter dated December 5, 2024, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 470-20.B.(1)(gg), “customary accessory uses incidental to the above permitted uses” are permitted.
 - a. *During the proposed land development, the existing dwelling (principal use) on Proposed Lot #1 will be removed. However, the existing garage, barn, shed, and chicken coop are shown to remain. The existing accessory uses shall be removed with the existing dwelling (principal use). (Previous Comment 1) The existing shed and chicken coop are now shown as to be removed. The response letter indicates the existing garage and barn are structurally sound and will remain. The existing garage and barn are accessory uses and cannot remain without a principal use. The existing structures shall be removed or relief from the Zoning Ordinance will be required. (Previous Comment 1) The response letter indicates a variance will be sought as needed to keep the existing garage and barn. The Zoning Officer shall determine whether the existing garage and barn may remain without a primary use or if a variance will be required.*
 - b. Previous Comment 1.b satisfied.
- 2.-5. Previous Comments 2 thorough 5 satisfied.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

One (1) waiver is requested from the Subdivision and Land Development Ordinance as discussed in Comment 21.

MINOR SUBDIVISION PLAN COMMENTS

The following items are required in support of the Minor Subdivision Plan (Sheet C-101).



6. In accordance with Sections 390-18.B.(6)(c) and 390-18.E, the applicant shall be responsible for submission of the plan and all required supporting documentation to the Monroe County Planning Commission. “No official action shall be taken by the Board of Commissioners until either the Township has received the comments of the Monroe County Planning Commission or a period of 30 days has expired following transmittal of the preliminary plan to the County Planning Commission.” *Proof of submission to and comments from the County Planning Commission shall be provided to the Township. (Previous Comment 6) A response to the April 17, 2024 Monroe County Planning Commission comments was provided with this submission. No further action required.*
7. In accordance with Sections 390-18.F, 390-28.C.(2), and 390-29.J.(8)(a), the Township shall concurrently make its decision on the sewage facilities planning module, and, if approval is granted, the completed sewage planning documents shall be forwarded to the Pennsylvania Department of Environmental Protection. Minor subdivision plan approval shall be conditional upon Department of Environmental Protection sewage planning approval. *Sewage planning shall be completed and approved by the Pennsylvania Department of Environmental Protection (PADEP). (Previous Comment 7) All correspondences with, submissions to, and permit from PADEP for sewage planning shall be provided.*
8. In accordance with Section 390-27.A.(3), “the survey shall not have an error of closure greater than one in 10,000 feet and shall include a boundary closure report”. In addition, and in accordance with Section 390-27.B.(11), the Minor Subdivision Plan shall include “sufficient data, acceptable to the Township, to determine readily the location, bearing and length of every boundary, road or lot line. All dimensions shall be shown in feet and hundredths of a foot. All bearings shall be shown to the nearest one second of an arc.” *Lot closure reports shall be submitted in support of the Proposed Lots #1 and #2. (Previous Comment 8) The following comments related to the submitted lot closure reports shall be addressed.*
 - a. *Lines 13 and 14 in the Line Table on Sheet C-106 are consistent with the Lot 1-North closure report, however the bearing and/or distances are inconsistent with the Lot 2 closure report. (Previous Comment 8.a) Line 14 still needs to be corrected for consistency with the Lot #1 – North, Lot #1 – North – Net, Lot #2, and Lot #2 Net closure reports. (Previous Comment 8) The bearing along Line 14 is listed as SW on the plan and SE in the closure report. It appears the plan shall be revised to reference SE.*
 - b.-c. Previous Comments 8.b and 8.c satisfied.
- 9.-20. Previous Comments 9 through 20 satisfied.
21. In accordance with Section 390-43.A.(10), “lot lines should follow municipal and county boundary lines, rather than cross them. Reserve strips controlling access to lots, public rights-of-way, public lands or adjacent private lands are prohibited.” In addition, and in accordance with Section 390-47.C.(2), “lots divided by municipal boundaries shall be avoided. Where a subdivision is divided by a municipal boundary, the applicant shall so notify the governing body of each municipality affected so that an administrative agreement for the platting and taxing of lots between the municipalities can be executed, if such agreement is necessary.” *The proposed subdivision creates Proposed Lot #2 which crosses the existing municipal boundary line shared between Hamilton Township and Pocono Township. The plan shall be revised. (From Previous*



Comment 21) A waiver was requested to permit the subdivision line to cross the municipal boundary line. The requested waiver was recommended for approval by the Planning Commission at its meeting held on February 10, 2025.

22. Previous Comment 22 satisfied.

LAND DEVELOPMENT PLAN COMMENTS

23. In accordance with Section 390-16.C.(3), “the applicant shall be responsible for submission of the plan and all required supporting documentation to the Monroe County Planning Commission, the Monroe County Conservation District, PennDOT, and all other governing agencies”. In addition, and in accordance with Section 390-29.J.(19), the Land Development Plan shall include “copies of all other required permits or the applications made thereof”. *Submissions to, correspondences with, and approval from the following outside agencies shall be provided to Pocono Township:*

- a. Monroe County Planning Commission

Per Section 390-16.F, “no official action shall be taken by the Board of Commissioners until either the Township has received the comments of the Monroe County Planning Commission, or a period of 30 days has expired following transmittal of the preliminary plan to the County Planning Commission”. ***(Previous Comment 23.a) A response to the April 17, 2024 Monroe County Planning Commission comments was provided with this submission. No further action required.***

- b. Monroe County Conservation District/Pennsylvania Department of Environmental Protection – *Erosion Control Adequacy and NPDES Permit – An Incompleteness Letter dated April 19, 2024 was issued by the Monroe County Conservation District. (Previous Comment 23.b) A revised submission was made to the County Conservation District on January 17, 2025 and the application was deemed complete by the County Conservation District under cover letter dated February 19, 2025.*

- c. Pennsylvania Department of Environmental Protection – *Sewage Facilities Planning Module*

Per Section 390-16.G, “the Township shall concurrently make its decision on the sewage facilities planning module, and if approval is granted, the completed sewage planning documents shall be forwarded to the Pennsylvania Department of Environmental Protection. Preliminary plan approval shall be conditional upon Department of Environmental Protection sewage planning approval.” ***(Previous Comment 23.c) A review by the Township Sewer Engineer was distributed on February 4, 2025. A copy of a revised submission to Hamilton Township under cover letter dated February 12, 2025 was shared with this office.***

- d. Pennsylvania Department of Transportation – *Highway Occupancy Permit*

Per Section 390-16.H, “if a highway occupancy permit shall be required for access to a Township or state road, approval of the preliminary plan shall be conditional upon the issuance of a highway occupancy permit by the Township and/or PennDOT, as the case may



be”. *(Previous Comment 23.d) A revised submission was made to PennDOT under cover letter dated February 18, 2025.*

- e. Pocono Township Sewer – *sanitary sewer service design and capacity (Previous Comment 23.e) The comments provided in the Sanitary Sewer Engineer’s letter dated February 4, 2025 shall be addressed.*
- f. Brodhead Creek Regional Authority – *water service will-serve and sewage treatment capacity (Previous Comment 23.f) A Will Serve letter dated May 15, 2024 was submitted.*
- g. Pocono Township Volunteer Fire Company *(Previous Comment 23.g) The Fire Company responded on February 26, 2025 with no comments.*

24.-26. Previous Comments 24 through 26 satisfied.

27. In accordance with Section 390-29.I.(11), “if land to be subdivided lies partly in or abuts another municipality, the applicant shall submit information concerning the location and proposed design of roads, layout and size of lots and provisions of public improvements on land subject to his control within the adjoining municipalities. The design of public improvements shall provide for a smooth, practical transition where specifications vary between municipalities. Evidence of approval of this information by appropriate officials of the adjoining municipalities also shall be submitted.” *(Previous Comment 27) Evidence of approval by Hamilton Township shall be provided upon receipt.*

28.-31. Previous Comments 28 through 31 satisfied.

32. In accordance with Sections 390-29.J.(10) and 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. *An Incompleteness Letter dated April 19, 2024 was issued by the Monroe County Conservation District. (From Previous Comment 32) A revised submission was made to the County Conservation District on January 17, 2025 and the application was deemed complete by the County Conservation District under cover letter dated February 19, 2025. All submissions to, correspondence with, and approvals from the Conservation District shall be provided.*

33. Previous Comment 33 satisfied.

34. In accordance with Sections 390-29.J.(15) and 390-48.T.(10), where access is to a state road, a valid state highway occupancy permit shall be obtained prior to plan recording. Where PennDOT standards differ from those of the Township, the more restrictive regulations shall apply. *All submissions to, correspondences with, and permit from PennDOT shall be provided. (Previous Comment 34) A revised submission was made to PennDOT under cover letter dated February 18, 2025. All submissions to, correspondences with, and permit from PennDOT shall be provided.*

35.-36. Previous Comments 35 and 36 satisfied.



37. In accordance with Section 390-32.B and Section 390-41, no final plan shall be signed by the Board of Commissioners for recording in the office of the Monroe County Recorder of Deeds until:
- 1) All improvements required by this chapter are installed to the specifications contained in Article VI of this chapter and other Township requirements and such improvements are certified by the applicant's engineer; or
 - 2) Proposed developer's agreements and performance guarantee in accord with § 390-35 and the Pennsylvania Municipalities Planning Code, Act 247 of 1968 as amended, have been accepted by the Board of Commissioners.

(New Comment) A construction cost estimate has been submitted for improvements related to the proposed Wetland Basin located within Pocono Township. The estimate will be reviewed under separate cover.

38.- 42 Previous Comments 37 through 41 satisfied.

43. In accordance with Section 390-48.AA, “sidewalks and road crosswalks may be required where necessary to provide proper pedestrian circulation or to provide access to community facilities and common areas. Sidewalks, where required or provided, shall be located within the road right-of-way immediately adjacent to the curbs, except as may be approved by the Township to accommodate road trees or other landscaping. Sidewalks and road crosswalks shall be constructed in accord with the most current PennDOT RC67M standard and Americans With Disabilities Act standards.” *A Monroe County Transit Authority (MCTA) bus stop is currently located at the northeastern corner of SR 611 and Bartonsville Avenue. Sidewalks shall be provided along all project street frontages; SR 611, Bartonsville Avenue, and Frantz Road to facilitate safe pedestrian circulation. (From Previous Comment 42) The proposed sidewalk east of the new driveway ends at the beginning of the proposed right-turn lane. This area of sidewalk is located in Hamilton Township and should be provided as required by Hamilton Township.*

44. In accordance with Section 390-52.A.(1), “all subdivisions and land developments shall be served by an adequate water supply and sewage disposal system; and the developer shall provide evidence documenting said adequacy”. *Approvals from the Brodhead Creek Water Authority, Pocono Township, and the Pennsylvania Department of Environmental Protection shall be received in support of the water and sanitary sewer services. (Previous Comment 43) A Will-Serve letter has been issued by the Brodhead Creek Regional Authority. Approvals for sanitary sewer from Pocono Township and PADEP shall still be provided-*

45.-51. Previous Comments 44 through 50 satisfied.

52. In accordance with Section 390-55.F.(1)(a), “all subdivisions and land developments shall be landscaped with property line buffers that act to integrate new development with its surroundings and to separate incompatible land uses.”
- a. In accordance with Table 390-55-1, a 10-foot wide low intensity buffer consisting of nine (9) canopy trees and five (5) ornamental trees are required along the western property line



(418.96-feet). In addition, and in accordance with Section 390-55.F.(3)(g), “existing healthy trees, shrubs, or woodlands may be substituted for part or all of the required plants with the approval of the Township. The minimum quantities and/or visual effect of the existing vegetation shall be equal to or exceed that of the required buffer as determined by the Township.” *No trees are proposed along the western property line, however existing trees are proposed to remain. The required trees shall be provided, or the Applicant shall demonstrate the existing trees meet the intent of the required buffer. (Previous Comment 51.a) Three (3) canopy trees are now proposed along the new driveway and parking area and 3 ornamental trees are now proposed on the western side of Wetland Basin-1. The Applicant is proposing to utilize the new trees with the existing woodlands to remain to meet this requirement.*

A partial waiver is required for use of the existing woodlands. Photographs of the existing woodlands in support of the waiver request shall be presented to the Township.

- b. In accordance with Table 390-55-1, a 10-foot wide low intensity buffer consisting of five (5) canopy trees and three (3) ornamental trees are required along the northern property line (216.32-feet ±). *No trees are proposed, and the plan shall be revised. (Previous Comment 51.b) No trees are proposed. Woodlands exist between proposed Wetland Basin-1 and the northern property line. The Applicant is proposing to utilize the existing woodlands to remain to meet this requirement.*

A partial waiver is required for use of the existing woodlands. Photographs of the existing woodlands in support of the waiver request shall be presented to the Township.

53.-54. Previous Comments 52 and 53 satisfied.

55. In accordance with Section 390-58.E, “any subdivision or land development regulated under this § 390-58 shall be required to dedicate the specified amount of common open space, unless the Board of Commissioners and the applicant mutually agree to the payment of recreation fees-in-lieu of land, the construction of recreational facilities, the reservation/donation of common open space through an allowed alternative ownership method, or a combination of any of the foregoing”. *Prior to final plan approval the developer shall determine whether common open space will be proposed or if a fee-in-lieu of will be provided. (Previous Comment 54) The response letter suggests the 19.08 acres of Common Open Space is proposed. Per Section 390-58.G, the Applicant shall discuss with the Township whether common open space or a fee in-lieu-of will be required.*

56. In accordance with Section 390-60.A, “traffic impact study shall be submitted to the Township, as part of a preliminary plan and final plan for any subdivision or land development application expected to generate more than 250 new trips per day; for residential subdivisions or land developments containing 15 or more dwelling units or residential lots in the aggregate; or all nonresidential developments (with the exception of agricultural development) with buildings containing in excess of 20,000 square feet of floor space in the aggregate; development-of any kind impacting 30 acres of land or more in the aggregate.” *The required traffic impact study shall be submitted for review. (Previous Comment 55) The proposed development will include -a full access driveway onto S.R. 0611 and a 150 linear foot right-turn lane into the project site from S.R. 0611 north. The project will generate 750 additional vehicles during the typical*



weekday. The Traffic Impact Assessment (TIA) notes that the Cranberry Creek Apartments, the Wawas at Cherry Lane/Warner Road and Bartonsville Avenue, the Golden Slipper hospital development, and the Turtle Walk motor vehicle dealership were all considered in the analysis. The TIA further indicates the proposed development is not anticipated to impact traffic operations within the area of the development.

STORMWATER MANAGEMENT ORDINANCE COMMENTS

Waivers are requested from the Stormwater Management Ordinance as discussed in Comments 57, 58, 59, and 60.

The project site is located within the C, Provisional Direct Discharge District of the Brodhead-McMichael Watershed. The receiving water is Pocono Creek which has a Chapter 93 classification of High Quality, Cold Water Fishery (HQ/CWF).

57. In accordance with Section 365-10.I.(6)(b)[1], wetland buffer permitted activities/development includes “stormwater conveyance required by the municipality or other body or agency having jurisdiction; buffer maintenance and restoration; the correction of hazardous conditions; stream crossings permitted by DEP and passive unpaved stable trails shall be permitted within the wetland buffer. No other earth disturbance, grading, filling, buildings, structures, new construction, or development shall be permitted within the wetland buffer.” *The proposed grading, driveway, and parking area are not permitted activities in the wetland buffer, and the plan shall be revised for compliance with this Section. (From Previous Comment 56) The wetland buffer impacts have been added to Sheets CLS-1 and CLS-2. Disturbance of the wetland buffer is still proposed and shall be addressed. (Previous Comment 56) A waiver was requested to allow unpermitted activities within the required wetland buffer. The Planning Commission recommended approval of this waiver request at its meeting held on February 10, 2025.*
58. In accordance with Section 365-10.I.(6)(b)[2], the area of the wetland buffer altered by activities permitted in accordance with Subsection I(6)(b)[1] above shall be minimized to the greatest extent practicable, as determined by the municipality. In no case shall more than 20% of the cumulative wetland buffer on the subject parcel be altered by the activities permitted in accordance with Subsection I(6)(b)[1]. This 20% disturbance shall include both the disturbance created by the applicant and any subsequent owner of the parcel or a portion of the parcel developed by the applicant (i.e., lot owner).” *The plan shall include a calculation showing the area of existing wetland buffer and the area of disturbed buffer (in acres and percent) to confirm compliance with this Section for activities permitted in Section 365-10.I.(6)(b)[1]. (Previous Comment 57) Calculations have been added to Sheets CLS-1 and CLS-2. The calculations shall be revised to include the percent of the disturbed buffer area. In addition, the area of disturbance of the wetland buffer listed on Sheet CLS-1 is 164 square feet for the removal of the existing chicken coop. However, the existing house and shed that are proposed to be removed are also located within the wetland buffer and shall be included in the calculation on Sheet CLS-1. Areas to access the existing chicken coop and shed shall also be shown on the plan as disturbed area and included in the calculation on Sheet CLS-1. In addition, the calculation on Sheet CLS-1 does not account for the areas disturbed for proposed grading, driveway, and parking area, and shall be revised accordingly. (Previous Comment 57) A waiver was requested to allow unpermitted activities within the required wetland buffer. The Planning Commission*



recommended approval of this waiver request at its meeting held on February 10, 2025.

59. In accordance with Section 365-10.I.(8)(b), stream buffer permitted activities/development, includes “stormwater conveyance required by the municipality or other body or agency having jurisdiction, buffer maintenance and restoration, the correction of hazardous conditions, stream crossings permitted by DEP, fish hatcheries, wildlife sanctuaries and boat launch sites constructed so as not to increase the floodplain elevation, and unpaved trails, shall be permitted, providing no buildings are involved. No other earth disturbance, grading, filling, buildings, structures, new construction, or development shall be permitted.” *The demolition of the existing house, chicken coop, and shed, and proposed grading, driveway, and parking area are located within the required stream buffer. (From Previous Comment 58) The stream buffer impacts have been added to Sheets CLS-1 and CLS-2. Disturbance of the stream buffer is still proposed and shall be addressed. (Previous Comment 58) A waiver was requested to allow unpermitted activities within the required stream buffer. The Planning Commission recommended approval of this waiver request at its meeting held on February 10, 2025.*
60. In accordance with Section 365-10.I.(8)(c), “the area of the [stream] buffer altered by activities permitted in accordance with § 365-10I(8)(b) shall be minimized to the greatest extent practicable, as determined by the municipality. In no case shall more than 20% of the cumulative stream buffer on the subject parcel be altered by the activities permitted in accordance with § 365-10I(8)(b). This 20% disturbance shall include both the disturbance created by the applicant and any subsequent owner of the parcel or a portion of the parcel developed by the applicant (i.e., lot owner).” *The plan shall include a calculation showing the area of the existing stream buffer and the area of the disturbed buffer (in acres and percent) to confirm compliance with this Section for activities permitted in Section 365-10.I.(8)(b). (Previous Comment 59) Disturbance calculations have been added to Sheets CLS-1 and CLS-2 and are noted to be 2,450 square feet for the proposed house, chicken coop, and shed. It appears the disturbance should be 5,000 square feet ±. In addition, the area does not account for the proposed grading, driveway, or parking area. The calculation shall be revised accordingly. The calculations shall also be revised to include the percent of the disturbed buffer area. Areas to access the existing chicken coop and shed shall also be shown on the plan as disturbed area and included in the calculation on Sheet CLS-1. (Previous Comment 59) A waiver was requested to allow unpermitted activities within the required stream buffer. The Planning Commission recommended approval of this waiver request at its meeting held on February 10, 2025.*
- 61.-66. Previous Comments 60 to 65 satisfied.
67. In accordance with Sections 365-15.A, 365-19.A.(4), 365-20.C.(2), and 365-21.C, any earth disturbance must be conducted in conformance with Pennsylvania Title 25, Chapter 102, Erosion and Sediment Control. An erosion and sediment control plan, including all reviews and letters of adequacy obtained by the Conservation District shall be provided. *An Incompleteness Letter dated April 19, 2024 was issued by the Monroe County Conservation District. (From Previous Comment 66) A revised submission was made to the County Conservation District on January 17, 2025 and the application was deemed complete by the County Conservation District under cover letter dated February 19, 2025. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*



68-71. Previous Comments 67 through 70 satisfied.

STORMWATER MANAGEMENT AND STORM SEWER DESIGN COMMENTS

72.-79. Previous Comments 71 through 78 satisfied.

MISCELLANEOUS COMMENTS

80. Plans have previously been submitted to PennDOT for intersection improvements at S.R. 0611 and Bartonsville Avenue/Rimrock Road. Part of those improvements include a right-turn lane starting at the municipal boundary with Hamilton Township. The proposed right-turn lane is now shown on the plan and labeled as “Pocono Twp. Future Road Improvement Project”.

While Pocono Township is the initiator of the project, the Township is partnering with developers to complete the improvements. The developer of the Wawa project site located across Bartonsville Avenue is proposing improvements along S.R. 0611 in close proximity to the Springhill Suites project site. 611 Land Development, LLC shall coordinate with the Wawa developer on the extent of those improvements. *(Previous Comment 79) The response letter indicates the proposed S.R. 0611 improvements for this Springhill Suites development are being coordinated with the Wawa development located across Bartonsville Avenue.*

81. The Subdivision Plan proposes use of only a small portion of the parcel. The Applicant shall provide additional information on the intended use for the remainder of the property. *(Previous Comment 80) The response letter indicates the owner/developer currently has no plans for the remainder of the property.*

82.-91. Previous Comments 81 through 90 satisfied.

PLAN REVISION COMMENTS

92-97. Previous Comments 91 through 96 satisfied.

98. Easement Description Plans have been added to the plan set and will be reviewed under separate cover. *(New Comment)*

The above comments represent a thorough and comprehensive review of the information submitted, with the intent of giving the Township the best direction possible. However, due to the nature of the comments in this review, the receipt of new information may generate new comments.

We recommend the above comments be addressed to the satisfaction of Pocono Township prior to approval of the Final Minor Subdivision Plan and the Preliminary Land Development Plan.



If you should have any questions, please call me.

Sincerely,

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

JST/meh

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
611 Land Development, LLC – Applicant
Joseph Stachokus, P.E. – Devco Infra, LLC
Nate Oiler, P.E., RKR Hess – Hamilton Township Engineer
Kristina Heaney – Monroe County Conservation District
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-08

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

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 A – Stormwater Management dated December 6, 2024 (the “Phase A Plan”) in conjunction with a revised E&S Report and Compliance Narrative and revised PCSM Report and Compliance Narrative both dated October 18, 2024 (collectively the “Phase A Submittal”); and

WHEREAS, the Township Engineer has reviewed the Phase A Submittal and offered comments in his letter dated, February 19, 2025; and

WHEREAS, the P.C. recommended conditional preliminary/final plan approval of the Phase A Plan at its meeting held on March 10, 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 A Stormwater Management” as shown on the Phase A Plan prepared by Timmons Group, dated May 28, 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 July 16, 2021, January 20, 2022, April 20, 2022 and, February 19, 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.

February 19, 2025

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: SWIFTWATER SOLAR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
AMENDED PLAN REVIEW NO. 1 –PHASE A 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 first 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 December 6, 2024.
- E&S Report and Compliance Narrative dated May 28, 2021, revised October 18, 2024.
- PCSM Report and Compliance Narrative dated May 28, 2021, revised October 18, 2024.

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 D only. Separate reviews will be provided for Phases B, C, and D.

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

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

Comments 1 through 6 discuss waivers that were previously requested from the Subdivision and Land Development Ordinance and granted 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”. *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.” *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”. *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 C of this Amended Plan does not alter the previous request. Further review of Basin 305 is pending receipt of the proposed re-design.*
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”. *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 C 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”. *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 C 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.” *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 C 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. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORMWATER MANAGEMENT ORDINANCE COMMENTS

Comments 8 and 9 discuss waivers that were previously requested from the Stormwater Management Ordinance and granted by the Board of Commissioners at its meeting held on June 6, 2022.

8. In accordance with Section 365-11.A.(3), the size of the recharge facility shall be based on the volume criteria in Subsection (a). *A waiver from Section 365-11.A.(3) was 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 C of this Amended Plan does not alter the previous request.*
9. 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”. *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 C of this Amended Plan does not alter the previous request.*
10. 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. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORM SEWER AND STORMWATER MANAGEMENT DESIGN COMMENTS

11. A Unit Hydrograph Summary showing the drainage area and CN value shall be provided in support of the post development peak flow calculation for Basin 201.



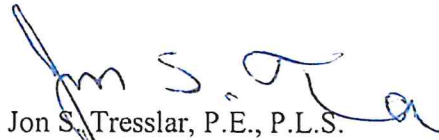
12. The emergency spillway width of Basin 201 is inconsistent with the approved width (36-feet currently and 34-feet approved).

The above comments are related to previously approved waivers, outside agency approvals, and general revisions to the plans and reports. We recommend the Township approve Phase A with conditions.

In order to facilitate an efficient re-review of revised plans, the Design Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

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, Narenco
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

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025- 09

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

WHEREAS, the applicant, Rogelio Mendez, submitted a lot consolidation plan application titled “Mendez Lot Consolidation Plan” (the “Plan”). The Plan proposes to consolidate three existing parcels into one parcel having an area of 1.04 acres. The existing parcels are identified as Monroe County Tax Parcel I.D. Nos. 12.9A.2.2, 12.9A.2.9 and 12.9A.2.8-1; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated March 10, 2025 and March 18, 2025; and

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

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

That the “Mendez Lot Consolidation Plan” as shown on the lot consolidation plan prepared by Barry Isett & Associates, Inc., dated December 23, 2024, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated March 10, 2025 and March 18, 2025.
2. The applicant shall provide the Township with a copy of the proposed deed of consolidation, which deed shall be recorded concurrently with the Plan.
3. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
4. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
5. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
6. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.

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

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

ATTEST:

Township of Pocono
Board of Commissioners

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

By: _____
Print Name: Richard Wielebinski
Title: President



YOUR GOALS. OUR MISSION.

March 18, 2025

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

**SUBJECT: MENDEZ LOT CONSOLIDATION – 297 LAUREL LAKE ROAD
LOT COMBINATION PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1442, T&M PROJECT NO. POCO-R1120**

Dear Commissioners:

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

- Response letter prepared by Barry Isett & Associates, Inc., dated March 11, 2025.
- Pennsylvania Quit Claim Deed dated June 24, 2020.
- Land Description prepared by Barry Isett & Associates, Inc., dated March 11, 2025.
- Plan entitled "Mendez Lot Consolidation Plan", prepared by Barry Isett & Associates, Inc., dated December 23, 2024, last revised March 11, 2025.

BACKGROUND INFORMATION

The Applicant is proposing to combine three (3) existing properties located on the northwesterly side of Laurel Lake Road between Michele Lane and Marilou Lane.

- Existing Parcel 1 (Parcel ID No. 12.9A.2.9), owned by the applicant, has an area of 15,000 square feet and is located within the R-1, Low Density Residential Zoning District. It contains an existing house, driveway, shed, well, and septic area.
- Existing Parcel 2 (Parcel ID No. 12.9A.2.2), owned by the applicant, has an area of 15,000 square feet and is located within the R-1, Low Density Residential Zoning District.
- Existing Parcel 3 (Parcel ID No. 12.9A.2.8-1), owned by the applicant, has an area of 15,436 square feet and is located within the R-1, Low Density Residential Zoning District. It contains apportion of the existing house and shed.

The minimum lot area required within the R-1; Low Density Residential Zoning District is two (2) acres. All three lots are existing non-conformities as their lot areas are each less than two (2) acres. Additionally, the existing house is situated across the common lot line of Parcels 1 and 3. The proposed lot combination will create a new lot having an area of 1.04 acres which reduces the existing lot size non-conformity and provides for the house to be on one lot, thereby eliminating that non-conformity. No development is proposed.

Based upon our review of the above information and our previous review letter dated March 10, 2025, we offer the following comments and/or recommendations for your consideration.



ZONING ORDINANCE COMMENTS

1. In accordance with Attachment 2 of the Zoning Ordinance, the rear yard setback is required to be a minimum of 40 feet. *It is noted that the existing house slightly encroaches into the rear yard setback. While this is an existing non-conformity which is not affected by the proposed combination, the existing setback dimension shall be labeled on the plan. (Previous Comment 1) The existing 38.97-foot setback dimension has been added to the plan. No further action is required.*

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

2. In accordance with Section 390-18.E, “no official action shall be taken by the Board of Commissioners until either the Township has received the comments of the Monroe County Planning Commission or a period of 30 days has expired following transmittal of the preliminary plan to the County Planning Commission”. *An MCPC response letter dated February 10, 2025 has been received. The MCPC noted an acreage discrepancy with the Assessment Records which must be resolved. (Previous Comment 2) The surveyor’s response states, “The listed area corresponds with the acreage from the original subdivision lot acreages from Map Book 36 Page 25.” No further action is required.*

3.-10. Previous Comments satisfied.

MISCELLANEOUS COMMENTS

11.-13. Previous Comments satisfied.

All other previous engineering related comments have been satisfactorily addressed.

If you should have any questions, please call me.

Sincerely,

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

JST/arm

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Wade D. Weber, P.L.S. – Barry Isett & Associates, Inc.
Rogelio Mendez – Owner/Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-10

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

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 D – Stormwater Management dated December 6, 2024 (the “Phase D Plan”) in conjunction with a revised E&S Report and Compliance Narrative and revised PCSM Report and Compliance Narrative both dated October 18, 2024 (collectively the “Phase D Submittal”); and

WHEREAS, the Township Engineer has reviewed the Phase D Submittal and offered comments in his letter dated, February 19, 2025; and

WHEREAS, the P.C. recommended conditional preliminary/final plan approval of the Phase D Plan at its meeting held on March 10, 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 D Stormwater Management” as shown on the Phase D 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 July 16, 2021, January 20, 2022, April 20, 2022 and, February 19, 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: _____
Jerrod Belvin
Township Manager

By: _____
Richard Wielebinski
President



YOUR GOALS. OUR MISSION.

February 19, 2025

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: SWIFTWATER SOLAR PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
AMENDED PLAN REVIEW NO. 1 –PHASE D 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 first 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 December 6, 2024.
- E&S Report and Compliance Narrative dated May 28, 2021, revised October 18, 2024.
- PCSM Report and Compliance Narrative dated May 28, 2021, revised October 18, 2024.

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 D only. Separate reviews will be provided for Phases A, B, and C.

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

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

Comments 1 through 6 discuss waivers that were previously requested from the Subdivision and Land Development Ordinance and granted 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”. *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.” *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”. *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 C of this Amended Plan does not alter the previous request. Further review of Basin 305 is pending receipt of the proposed re-design.*
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”. *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 C 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”. *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 C 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.” *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 C 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. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORMWATER MANAGEMENT ORDINANCE COMMENTS

Comments 8 and 9 discuss waivers that were previously requested from the Stormwater Management Ordinance and granted by the Board of Commissioners at its meeting held on June 6, 2022.

8. In accordance with Section 365-11.A.(3), the size of the recharge facility shall be based on the volume criteria in Subsection (a). *A waiver from Section 365-11.A.(3) was 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 C of this Amended Plan does not alter the previous request.*
9. 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”. *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 C of this Amended Plan does not alter the previous request.*
10. 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. All submissions to, correspondences with, and permit from the County Conservation District shall be provided.*

STORM SEWER AND STORMWATER MANAGEMENT DESIGN COMMENTS

11. A Unit Hydrograph Summary showing the drainage area and CN value shall be provided in support of the post development peak flow calculation for Basin 101.



The above comments are related to previously approved waivers, outside agency approvals, and general revisions to the plans and reports. We recommend the Township approve Phase D with conditions.

In order to facilitate an efficient re-review of revised plans, the Design Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

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, Narenco
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

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025- 11

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE DEFAZIO
LOT JOINDER PLAN**

WHEREAS, the applicant, Charles Defazio, submitted a lot joinder plan application titled “Final Plan – Lot Joinder of Lands of Charles Defazio” (the “Plan”). The Plan proposes to consolidate three existing parcels into one parcel having an area of 1.9912 acres. The existing parcels are identified as Monroe County Tax Parcel I.D. Nos. 12.11A.1.16, 12.11A.1.17 and 12.11A.1.18; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letters dated February 26, 2025, March 18, 2025 and March 19, 2025; and

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

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

That the “Final Plan – Lot Joinder of Lands of Charles Defazio” as shown on the lot consolidation plan prepared by Jonathan Shupp, P.L.S., S.E.O., dated January 30, 2025, 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 26, 2025, March 18, 2025 and March 19, 2025.
2. The applicant shall provide the Township with a copy of the proposed deed of consolidation, which deed shall be recorded concurrently with the Plan.
3. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
4. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
5. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
6. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.

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

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

ATTEST:

Township of Pocono
Board of Commissioners

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

By: _____
Print Name: Richard Wielebinski
Title: President



YOUR GOALS. OUR MISSION.

March 19, 2025

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

**SUBJECT: DEFAZIO LOT JOINDER – 5120 LAUREL LOOP ROAD
 LOT COMBINATION PLAN REVIEW NO. 3
 POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
 POCONO TOWNSHIP LDP NO. 1440, T&M PROJECT NO. POCO-R1100**

Dear Commissioners:

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

- March 19, 2025 email response from Jonathan Shupp, P.L.S., S.E.O. to our previous comment letter.
- Plan entitled "Lot Joinder of Lands of Charles Defazio", prepared by Jonathan Shupp, P.L.S., S.E.O., dated January 30, 2025, revised March 5, 2025.

BACKGROUND INFORMATION

The Applicant is proposing to combine three (3) existing properties located on the southeasterly side of Laurel Loop Road.

- Existing Lot 42 (Parcel ID No. 12.11A.1.16), owned by the applicant, has an area of 0.6861 acres and is located within the R-1, Low Density Residential Zoning District. It contains an existing gravel drive.
- Existing Lot 43 (Parcel ID No. 12.11A.1.17), owned by the applicant, has an area of 0.6862 acres and is located within the R-1, Low Density Residential Zoning District. It contains an existing house, driveway, septic, and well.
- Existing Lot 44 (Parcel ID No. 12.11A.1.18), owned by the applicant, has an area of 0.6189 acres and is located within the R-1, Low Density Residential Zoning District. It contains an existing gravel drive.

The minimum lot area required within the R-1; Low Density Residential Zoning District is two (2) acres. All three lots are existing non-conformities as their lot areas are each less than two (2) acres. The proposed lot combination will create a new lot having an area of 1.9912 acres which reduces the existing non-conformity with respect to lot size. Additionally, the existing house on Lot 43 is in violation of the side yard setback. The proposal will eliminate this non-conformity. No development is proposed.

Based upon our review of the above information and our previous review letter dated March 18, 2025, we offer the following comments and/or recommendations for your consideration.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

1. Previous Comment 1 satisfied.



2. In accordance with Section 390-28.A.(3), “the survey shall not have an error of closure greater than one in 10,000 feet and shall include a boundary closure report”. *A boundary closure report was provided. Segment #7 of the closure does not match the plan. The discrepancy must be resolved. Additionally, the MCPC noted an acreage discrepancy with the Assessment Records which also must be resolved. (Previous Comment 2) The plan has been revised to match the closure report. The issue of the discrepancy with the Assessment Records must be resolved with the County prior to recordation. (Previous Comment 2) The surveyor’s response states, “The assessment records on the acreage comes from a plan dated 1960. The lots aren’t even labeled with acres on the plan. They would have just been assumed by the assessment office in 1960.” No further action is required.*
3. Previous Comment 3 satisfied.

MISCELLANEOUS COMMENTS

- 4.-6. Previous Comments satisfied.

All other previous engineering related comments have been satisfactorily addressed.

If you should have any questions, please call me.

Sincerely,

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

JST/arm

cc: Jerrod Belvin – Township Manager
Lindsay Scerbo – Township Zoning Officer
Leo DeVito, Esq. – Township Solicitor
Lisa Pereira, Esq. – Broughal & DeVito, LLP
Jonathan Shupp, P.L.S., S.E.O. – Applicant’s Surveyor
Charles Defazio – Owner/Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates

**Pocono Township Board of Commissioners
Regular Meeting Minutes
March 12, 2025 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on March 12, 2025 and was opened by Chair Richard Wielebinski at 6:00 p.m. followed by the Pledge of Allegiance.

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

In Attendance: Leo DeVito-Township Solicitor; Jon Tressler-Engineer; James Wagner-Chief of Police; Patrick Briegel-Public Works Director; Jennifer Gambino-Events Coordinator; Jerrod Belvin-Township Manager, Lindsay Scerbo, SFM Consulting, Erica Tomas, Administrative Assistant.

Public Comment

Cheryl Parks (Resident) – Concerned with a special exception application, missing site plan, wetlands issues, unauthorized property changes, deed restrictions, drainage problems, and multiple dogs on the neighboring property. Bought her property in 1987 and feels harassed by neighbor.

Charles Kepler (Resident) – Announced candidacy for Pocono Township Commissioner. Opposes LERTA, arguing it favors big corporations over small businesses and suggests a more targeted approach for historic buildings and local businesses. Proposed a community workshop.

B. Winot explained how nothing Mr. Kepler described constitutes a LERTA.

Vincent Trapasso (Resident) – Explained how a LERTA will assist local developers like himself to continue to build and assist in keeping the taxes within the township down for everyone.

Josh Knapp (Resident) – Opposes blanket LERTA but sees value in a targeted approach. Warns it could shift the tax burden. Cited the Johnson & Johnson warehouse as an example. B. Winot corrected his information. Urged a more responsible review to earn his support.

Announcements

An executive session was held on March 3 for personnel.

The Board of Commissioners meeting scheduled for March 17th has now been moved to Tuesday, March 25th due to the importance and large number of hearings and to allow all commissioners to be in attendance.

Consent Agenda

- Old business consisting of the minutes of February 18, 2025 regular meeting of the Board of Commissioners.
- Financial transactions through February 27, 2025 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers in the amount of \$354,302.31.(Summary Page of packet)

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

NEW BUSINESS –

Personnel – None

Travel/Training Authorizations - None

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by N. Leap, to donate the meeting room conference table & chairs to Jackson Township once Pocono Township moves into the new location. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to authorize advertisement for the Learn Road Roundabout Bids. All in favor. Motion carried.

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- SBA Cell Tower – No updates.
- Solar Field – They are in compliance with everything.
- Kennel – No updates.
- E. Gndt Questioned the purpose of a bus load of people from NJ to Ruby Lane, dropping off and picking up. Zoning has sent out a letter to the owner for a response to use. Signage was discussed once again regarding Ruby Lane. N. Leap asked P. Briegel to take a look at the existing road sign, no action taken
- E. Gndt asked that last minute changes moving forward be posted on the township Facebook page and Savvy Citizen.
- E. Gndt asked L. DeVito to elaborate on his findings regarding an opinion from the Ethics Commission concerning commissioners and their involvement with developers in relation to the LERTA. L. DeVito has drafted a letter for review by the board prior to mailing it out. E. Gndt asked if it would preclude discussions or can the board move forward.

Brian Winot – Commissioner

- B. Winot made a motion, seconded by R. Wielebinski, to exclude a property from the LERTA. All in favor. Motion carried.
- B. Winot made a motion, seconded by R. Wielebinski, to exclude the property with the tax ID 12.11.1.3-5, the project known as The Ridge to be excluded from the LERTA District. All in favor. Motion carried.
- B. Winot made a motion, seconded by R. Wielebinski, to authorize and direct the Solicitor to research and prepare an amendment to the LERTA Ordinance of this Township to exclude from, or minimize the application of, the LERTA Ordinance to any warehouse, distribution, wind or solar projects, for further consideration by the Board. Discussion: E. Gndt questioned who would be preparing the amendment, Pocono Township's solicitor or the outside firm. L. DeVito explained the issue being, can we selectively exclude a use that is permitted in a district with a blanket LERTA Ordinance. B. Winot stated that every objection at the school board level has been about the warehouses. He suggested excluding the overlay. L. DeVito pointed out that it does not address the wind and solar. **Amended Motion:** B. Winot made a motion, seconded by R. Wielebinski, to authorize and direct the Solicitor to research and prepare an amendment to the LERTA Ordinance of this Township to exclude all uses permitted in the Enterprise Warehouse Overlay District. All in favor. Motion carried.
- B. Winot made a motion, seconded by R. Wielebinski, to partner with Susquehanna Accounting & Consulting Services Inc, to perform long-term Police Cost Study. Discussion, E. Gndt asked if they specialize in Police studies. J. Belvin clarified. All in favor. Motion carried.
- B. Winot made a motion, seconded by R. Wielebinski, to direct the Township Solicitor to research and prepare a proposed amendment to the Township's Zoning Ordinance clarifying that solar farms and wind arrays are not defined or regulated as "essential services." Discussion: B. Winot spoke with the head of the EPA, Lee Zeldin. The US Government is going to determine that they are not essential services, they are secondary power sources, as they can never switch to either one of them. They cannot be base load power. Further discussion was had with the board. All in favor. Motion carried.

Mike Velardi – Commissioner

Reports

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

Police Report – February report was sent out to the commissioners. The summary, 1024 calls for service, 23 criminal arrests, 15 summary, non-traffic arrests, 27 traffic accidents investigated, & 374 traffic contacts.

-All three drones have been received. All seven officers passed their part 107 FAA certification. Training will start the week of March 24th through the 27th. Invites will go out to the board to observe the training and operations.

Manager Report-Jerrold Belvin

- County Hazard Mitigation – No major update, expecting a draft for review in June.
- Update Green Light Go
- LERTA Update- 6pm 3/31 workshop for LERTA at Township Office
- NCC Update – Carpets are completed in the meeting room and chairs got delivered. Still on target to move in at the end of May.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the purchase of a Canon TM-355 MFP Z36 Plotter/Scanner in the amount of \$9,495.00 **This price reflects an \$800 Rebate.** All in favor. Motion carried.
- Civil Service – Resignation Letter was received from Pete Nish. R. Wielebinski stated that Jack Burns verbally told him he would be resigning also. Nothing has been received in writing as of yet from Jack.
- Grants Update – working on a small water and sewer grant for expansion.
- PennDOT road study update – traffic counts and road studies will be conducted on the township roads this year.
- B. Winot asked about the PennDOT detour for Shine Hill Rd., the township will have to pay for detour signs on local roads. The detour has been moved up to August.
- B. Winot asked about the LSA Grants for Rimrock – Extension letters have been signed and sent out. Wawa received a multi-modal grant for that intersection.

Public Works-Patric Briegel

- Sewer Business Update – Generator service was performed on pump station five.
- The heating system for the DPW garage has been completed.
- MCTI & Sullivan Trail Expansions – Environmental work has restarted for the MCTI and Sullivan Trail work.
- R. Wielebinski made a motion, seconded by M. Velardi, to authorize the purchase of a PS#5 Flow Meter & Bioxide Pump in the amount of \$12,460.95. All in favor. Motion carried.
- Road paving update – 16 roads identified for a maintenance application. Bid's hopefully going out soon.
- Bridge Inspections – We met with Jason Carver, Bridge inspector, updates forthcoming.
- Fish Hill speed limit recommendation after review, has been determined to be 35 MPH.
- Parks Update – Brian is off to a great start. MVP pickleball courts and tennis courts have opened up. The ice rink at TLC has been removed for the season and the pickleball courts will open soon. Park staff are due back next week to prepare for the April 1st season opening.

Events Report-Jennifer Gambino

- Fishing derby registration will open soon.
- Partnering with the Monroe County Children and youth for a Community Egg Hunt April 6th, with county wide police, fire, and EMS.
- R. Wielebinski made a motion, seconded by N. Leap, to waive the pavilion fee for IU20 (Nonprofit) for 5/16/25. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to waive the pavilion fee for Boy Scouts troop 80 for 8/9/25. All in favor. Motion carried.

Township Engineer Report-Jon Tresslar

- Sewer Business Update – Surveying MCTI and at the college.
- Learn Road safety enhancement project and roundabout survey work. Out for Bid.
- Discussion regarding addressing and center line for Moss Drive) on next meeting agenda.
- Fish Hill Rd. – The two 25 MPH areas are appropriate. The Middle section should be set at 35 MPH.
- Bridge Report – Three bridges, Stadden Rd., Lower Scott Run, and Cranberry Creek Road all have scour issues and are on PennDOT's critical list, meaning they need to be addressed within the next six months. We will move forward and get the necessary permits for maintenance and then probably put them out for Bid on repairs.
- N. Leap asked if we have heard from Senator Brown's office of the DEP for Laurel Lake Dam. Discussion was had regarding alternate plans should the dam be shut down.

Township Solicitor Report-Leo DeVito

- Sewer Business Update – no updates
- General legal update –
 - Oral arguments 4/8 in Harrisburg at 9:30 for Sunset Hill Shooting Range.
 - Leo Mentioned engaging Edgar Siemens firm out of Harrisburg to advise concerning the LERTA and assist its process through with the county and school board. An Engagement letter has been received from them at a rate of \$315/hr.
 - R. Wielebinski made a motion, seconded by B. Winot, to hire Edgar Siemens, to be the Special Council for the LERTA. All in favor. Motion carried.
- Update – Archer Lane - None
- Learn Road Easement Process – Inching forward.
- TASA Sidewalk Update – Easements – received the documents that PennDOT is looking for. We are moving forward.

Public Comment

Vincent Trapasso (Resident) – Asked for an update on the Sullivan Trail sewer expansion. Hopefully moving on soon. Some testing has been done. He would be happy to provide well tests and mentioned a pumpstation area. He asked about the status of repairing the water issue on Mountain View Dr. and offered his assistance.

Charles Keppler (Resident) – Questioned why the LERTA needs to be a new construction for the building to qualify. He believes a workshop would be beneficial to address questions such as these. He stated that a State College borough used a LERTA specifically to revitalize older historic buildings in their town.

Adjournment – R. Wielebinski made a motion, seconded by M. Velardi, to adjourn the meeting 7:40p.m. All in favor. Motion carried.

**Pocono Township Board of Commissioners
Regular Meeting Minutes
March 25, 2025 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on March 25, 2025 and was opened by Chair Richard Wielebinski at 6:20 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, Shawn McGlynn-SFM Consulting, Robert Kidwell-Esquire.

Public Comment

Cheryl Parks (Resident) – Informed the Board that the kennel now has 12 dogs per their website. Reiterated concerns regarding licensing and vaccinations. Expressed that the kennel negatively impacts her property value. Also reported a group of masked teenagers walking toward the church-owned property with two houses and two trailers.

Announcements

An executive session was held prior to the March 25, 2025 meeting to discuss personnel and litigation.

Hearings

Hearing #1

- R. Wielebinski made a motion, seconded by M. Velardi 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. All in favor. Motion carried.
- Board Comments & Public Comments – E. Gndt asked to clarify. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried.

Hearing #2

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to appeal the township code enforcement officers notice of dangerous structure/order to demolish.
- Board Comments & Public Comments- E. Gndt asked for clarity on the hearing. L. DeVito explained the details of the dangerous structure description. Further discussion was had by the board and legal representation on this matter. S. McGlynn confirmed that the building has been secured from entry. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by B. Winot, to continue the hearing for 60 days until May 19, 2025, the second Board of Commissioners meeting in May at 6:00 p.m. the appeal of Township Code Enforcement's Notice of dangerous structure/ order to demolish, on subject property known as Monroe County Tax Parcel I.D. No. 12.11A.1.93 located in a commercial zoning district, violation of §382-4 of the Ordinance. All in favor. Motion carried.

Hearing #3

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 90, Airport Zoning adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments – to add the definitions, both public and private to the township ordinances. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by B. Winot, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the amendment of Ordinance, Chapter 90, Airport Zoning adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #4

- R. Wielebinski made a motion, seconded by M. Velardi, to open the hearing to amend Ordinance, Chapter 129, Burning, Open, adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. B. Winot made a motion, seconded by R. Wielebinski to go on record that for each of the hearings 1 through 16, are only to add the definition to each of the ordinances. All in favor. Motion carried. L. DeVito stated the hearing has been properly advertised. Elizabeth Casciano asked for clarity regarding bon fires left unattended. Cindy Greggor enquired about the days for burning, permits, and materials.
- R. Wielebinski made a motion, seconded by B. Winot, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the amendment of Ordinance, Chapter 129, Burning, Open, adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #5

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 205 Floodplain Management adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments.- L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the amendment of Ordinance, Chapter 205 Floodplain Management adding additional provisions for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #6

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to amend Ordinance, Chapter 212 Furnaces, Outdoor; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. N. Leap asked for clarification on what is classified as an outdoor furnace. Dawn Eilber asked what would be considered a nuisance regarding an outdoor furnace. Shawn McGlynn stated it would be items that are not permitted by the manufacturer and cause foul odors. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the amendment of Ordinance, Chapter 212 Furnaces, Outdoor adding additional provision for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #7

- R. Wielebinski made a motion, seconded by M. Velardi, to open the hearing to amend Ordinance, Chapter 220 Grading, Erosion and Sedimentation Control; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by B. Winot, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried. B. Winot asked if this could be used in situations like stormwater problems created by other neighbors. L. DeVito stated yes.

Hearing #8

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 230 Insurance Proceeds; Emergency Responses and Alarms; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried.

Hearing #9

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 235 Junkyards and Junk Vehicles; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by M. Velardi, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried.

Hearing #10

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 250 Maintenance of Properties; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by M. Velardi, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried.

Hearing #11

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to amend Ordinance, Chapter 302 Transient Dwelling Use of Single-Family Dwellings; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. Elizabeth Casciano asked specifically what a nuisance in this case would be. R. Wielebinski listed a number of examples. L DeVito explained further regarding the definition of a nuisance. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, 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. All in favor. Motion carried.

Hearing #12

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to amend Ordinance, Chapter 333 Sewers, and Sewage Disposal; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. Elizabeth Casciano asked what would constitute a nuisance in this ordinance. R. Wielebinski explained. B. Winot stated what a reasonable person would consider a hazard. L. DeVito read the definition of a private nuisance. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, 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. All in favor. Motion carried.

Hearing #13

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 356 Solid Waste; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by B. Winot, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the amendment of Ordinance, Chapter 356 Solid Waste adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #14

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to amend Ordinance, Chapter 365 Stormwater Management; adding additional provisions for nuisances. All in favor. Motion carried. L. DeVito stated the hearing has been properly advertised.
- Board Comments & Public Comments.
- R. Wielebinski made a motion, seconded by M. Velardi, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the amendment of Ordinance, Chapter 365 Stormwater Management adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #15

- R. Wielebinski made a motion, seconded by M. Velardi, to open the hearing to amend Ordinance, Chapter 382 Structures, dangerous; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by B. Winot, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the amendment of Ordinance, Chapter 382 Structures, dangerous adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #16

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to amend Ordinance, Chapter 404 Tires; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito stated the hearing has been properly advertised.
- R. Wielebinski made a motion, seconded by M. Velardi, to close the hearing. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to approve the amendment of Ordinance, Chapter 404 Tires adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #17

- R. Wielebinski made a motion, seconded by E. Gndt, to open the hearing to consider a waiver request from the Pocono Township Code of Ordinances Chapter 365 Stormwater Management; § 365-10 Water quality and stream-bank erosion; subsection I Buffers involving 156 Doe Road, Bartonsville, PA Tax Parcel I.D. No. 12.2.2.12 in an R1 zoning district. All in favor. Motion carried.
- Board Comments & Public Comments. L. DeVito has been informed that the party has redesigned the proposal and now the waiver is not necessary. S. McGlynn explained further. Discussion was had by the board.
- R. Wielebinski made a motion, seconded by N. Leap, to close the hearing. All in favor. Motion carried.
- As the matter has been withdrawn, no action was taken by the board.

Resolutions

- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-06 Granting Conditional Approval for the Route 611 Dual Hotel Subdivision plan. All in favor. Motion carried.
- Motion to approve Resolution 2025-07 Granting Conditional Approval for Route 611 Dual Hotel Land Development Plan. (**Open Space Fee TBD**) **No Action Taken.**
R. Wielebinski made a motion, seconded by M. Velardi, to approve the waiver of section 365-10(I) Buffers, section 365.10 (I)8 streams (a,b,c); of the Route 611 Dual Hotel Subdivision Plan. Roll call: N. Leap, no; E. Gndt, no; R. Wielebinski, yes; B. Winot, yes; M. Velardi, yes Motion carried.
R. Wielebinski made a motion, seconded by M. Velardi, to approve the waiver of section 365-10(I) Buffers, Section 365.10(I)6 Wetlands (a,b,c). Roll Call: N. Leap, no; E. Gndt, no; R. Wielebinski, yes; B. Winot, yes; M. Velardi, yes. Motion carried.
R. Wielebinski made a motion, seconded by B. Winot, to approve the waiver of section 390-55.F.(1)(a) & Table 390-55-1. Roll call: E. Gndt, yes; N. Leap, yes; R. Wielebinski, yes; B. Winot, yes; M. Velardi, yes. Motion carried.

R. Wielebinski made a motion, seconded by N. Leap, to approve the waiver of section 390-55.F(1)(a) & table 390-55-1. Roll call: E. Gndt, yes; N. Leap, yes; R. Wielebinski, yes; B. Winot, yes; M. Velardi, yes. Motion carried.

- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-08 Granting Conditional Approval Amending the Swiftwater Solar LDP Phase A. Roll call: N. Leap, no; E. Gndt, no; R. Wielebinski, yes, M. Velardi, yes, B. Winot, yes. Motion carried.
- Motion to approve Resolution 2025-09 in support of DCNR grant application for the development of sensory streamside walkway at Glenwood Hall and TLC Park. **No Action Taken**
- R. Wielebinski made a motion to approve Resolution 2025-10 Granting Conditional Approval Amending the Swiftwater Solar LDP Phase D. Roll call: E. Gndt, no; N. Leap, yes; R. Wielebinski, yes; B. Winot, yes; M. Velardi, yes. Motion carried.

Consent Agenda

- Old business consisting of the minutes of March 12, 2025 regular meeting of the Board of Commissioners.
- Financial transactions through March 26, 2025 as presented, including ratification of expenditures in the amount of \$821,824.42 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers.

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

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made Motion, seconded by M. Velardi, 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.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the reduction of the construction escrow for the Spirit of Swiftwater Phase 2 in the amount of \$245,051.37 based on T&M's letter dated March 11, 2025. E. Gndt questioned the backup information provided and a letter prior to the vote that was in the packet. All in favor. Motion carried.

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- SBA Cell Tower – No update
- Solar Field – Still inspecting biweekly.
- Kennel – No update
- E. Gndt made a motion, seconded by N. Leap, 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. B. Winot asked that a UPS system be installed. The board discussed options going forward. All in favor. Motion carried.

Brian Winot – Commissioner

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 Bartonville 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. N. Leap Abstained from the vote.

Police Report –

Manager Report – Jerrod Belvin

- Update Green Light Go – Set to become adaptive in three weeks. Pat, Jim, Mitch and Jerrod attended trailing. Leeward finally paid for the power outage last week.
- NCC Update – Moving forward, countertops going in and on schedule. N. Leap asked about the air vents going to bid for cleaning. E. Gmandt asked about the signs for the 715 detours.
- Defensive Driving – classes have all been completed between the fire company, administration, public works, and police departments.
- Insurance Update – Low insurance claims have resulted in better rates within the trust

Public Works – Patrick Briegel

- Sewer Business Update – comprehensive force main flush has been completed.
- MCTI & Sullivan Trail Expansions –
- Current Public Works Projects- clean up from the winter, pothole patching.
- Parks Update – water on at park,
- Paving request from PennDOT for Paradise Townships paving of Sylvan Cascade.
- Surveyor was out today for water and sewer connection. N. Leap asked regarding the painting of the speed humps and if it is on the rotation. Pat is looking into other options for painting.

Events Report

Township Engineer Report

- Sewer Business Update – wetlands have been flagged on Bartonville Ave. and Sullivan Trail.
- Learn Road safety enhancement project and roundabout survey work. – Bids due 4/7/25
- TASA Project
- TLC Walking Bridge moving forward.
- Address Request – Parcel 12.12.1.22-5 – Center line, moss Drive and a possible new road name. R. Wielebinski made a motion, seconded by N. Leap, to name the road Gearhart Road. All in favor. Motion carried.

Township Solicitor Report

- Sewer Business Update –
- General legal update – Pocono Places – Judge Zulick affirmed the ZHB's decision. L. DeVito commended Zoning for doing a great job. (Shawn, Amber & Lindsay)
- Update – Archer Lane -
- Learn Road Easement Process –
- TASA Sidewalk Update – Easements –
- LERTA Update – conflict with LERTA Workshop date. R. Wielebinski made a motion, seconded by M. Velardi, to cancel the workshop scheduled for March 31st and to set the new date to April 7th at 5 p.m. until 6 p.m. All in favor. Motion carried. (B. Winot abstained)
- Legal update – Early April L. DeVito will be going for oral argument in the Sunset Hill Shooting Range case.

▪ **Public Comment**

Charles Keppler (Resident) – Stated for the record that people have tried to dial in by phone to hear the meeting tonight and were unable to, manager had responded & tested the call during the meeting.

Adjournment – R. Wielebinski made a motion, seconded by N. Leap, to adjourn the meeting 9:20p.m. All in favor. Motion carried.

DRAFT

POCONO TOWNSHIP

Tuesday March 26, 2025

SUMMARY

Ratify

General Fund	\$	12,555.58
Payroll	\$	270,774.34
Sewer Operating	\$	4,697.18
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	251,352.27
TOTAL Sewer <u>OPERATING</u> Fund	\$	183,242.45
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	2,003.00
TOTAL Capital Reserve Fund	\$	97,199.60
Liquid Fuels		
TOTAL EXPENDITURES	\$	821,824.42

Fire Tax Disbursement	\$	23,129.16
------------------------------	-----------	------------------

Notes:

POCONO TOWNSHIP CHECK LISTING
Tuesday March 26, 2025

General Fund

	Date	TYPE	Vendor	Memo	Amount
Payroll	03/07/2025	ACH		PAYROLL ENDING 3/2/25	\$ 126,940.13
	03/21/2025	ACH		PAYROLL ENDING 3/16/25	\$ 143,834.21
				TOTAL PAYROLL	\$ 270,774.34

General Expenditures

	Date	Check	Vendor	Memo	Amount
	03/03/2025	2270	Brodhead Creek Regional Authority	TWP, Police, TLC Water	124.89
	03/03/2025	2271	PENTELEDA	TWP Internet	409.40
	03/03/2025	2272	PENTELEDA	MVP Internet	126.13
	03/03/2025	2273	PENTELEDA	Police Internet	698.00
	03/11/2025	2274	Blue Ridge Communications	Police 4 Lines/TWP 6 Lines	416.18
	03/11/2025	2275	PPL Electric Utilities	Lights & Signal	139.01
	03/12/2025	2276	District Court 43-3-03	12.16C.1.21; 12637403014666 Civil 2025	219.75
	03/12/2025	2277	District Court 43-3-03	12.10.1.44; 12636200831573 Civil 2025	232.25
	03/14/2025	2278	PPL Electric Utilities	Utilities-TWP, Kennys Way, Park	9,970.22
	03/19/2025	2279	District Court 43-3-03	12.3.1.28-17; 12638303148630 1305 Cerise Wa	219.75
				TOTAL General Fund Bills	\$ 12,555.58

Sewer Operating Fund

	Date	Check	Vendor	Memo	Amount
	03/03/2025	1292	BRODHEAD CREEK REGIONAL AUTHORITY	Pump Station 2, 3, 5 Water	110.50
	03/03/2025	1293	PENTELEDA	Pump Stations Internet	369.75
	03/12/2025	1295	BLUE RIDGE COMMUNICATIONS	Pump Station 1 & 2 Phone	132.38
	03/14/2025	1296	PPL Electric Utilities*	Pump Stations Electric	3,862.49
	03/14/2025	1297	Verizon	Sewer SCADA System	35.87
	03/17/2025	1298	BLUE RIDGE COMMUNICATIONS	Pump Station 5 Phone	66.16
	03/19/2025	1299	Verizon Wireless	Sewer Modems	120.03
				TOTAL Sewer Operating Fund	\$ 4,697.18

Sewer Construction Fund

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

Capital Reserve Fund

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

3/21/2025

			TOTAL Capital Reserve Fund	<u>\$ -</u>
TOTAL General Fund	\$	12,555.58		
TOTAL Sewer Operating	\$	4,697.18	Authorized by:	
TOTAL Sewer Construction	\$	-		
Total Capital Reserve	\$	-	Transferred by:	
	<u>\$</u>	<u>17,252.76</u>		

3/21/2025

POCONO TOWNSHIP CHECK LISTING

Tuesday March 26, 2025

General Fund

Date	Check	Vendor	Memo	Amount
03/20/2025	2280	A & E Glass, Inc.	Insulated Glass Replacement Unit 1ea for NCC	195.00
03/20/2025	2281	Ackerman, Earl	3/9 - 3/14/2025 Training	1,026.65
03/20/2025	2282	ADP, INC	ADP Time & Attendance 1/31, 2/16 & 3/2/25	790.19
03/20/2025	2283	American Heritage Life Insurance Company	11167	673.16
03/20/2025	2284	ARGS Technology, LLC	Feb 2025 Remote IT Services	4,956.50
03/20/2025	2285	Auto Parts of Tannersville, Inc.	Vehicle parts	1,247.35
03/20/2025	2286	Axon Enterprise, Inc.	Police Cartridges 15ea	568.65
03/20/2025	2287	B&H Photo-Video, Inc.	ELMO Document Camera (Total for Cameras \$4,346, \$2,227 to be billed a/o 2/28/25)	6,725.88
03/20/2025	2288	Bartonsville Printing	Northeast Site Banner	195.00
03/20/2025	2289	Bianchi Joe	2/17 - 2/21/25 SWAT Training Reimb.	216.80
03/20/2025	2290	Big Brown Fish Hatchery, Inc.	Fish Supply for Fishing Derby 4/10/25	3,419.85
03/20/2025	2291	Brodhead Creek Regional Authority	Kenny's Way & TWP Sewer	247.50
03/20/2025	2292	Broughal & DeVito, L.L.P.	Legal	8,601.50
03/20/2025	2293	Cefali and Associates PC	Jan 2025 Treasury Services	640.00
03/20/2025	2294	Cleveland Brothers Equip. Co.	Cat Roller Supplies	205.35
03/20/2025	2295	Cooper Electric	Heater for MVP	167.82
03/20/2025	2296	DES-CPR	Feb 2025 Recycling	30.00
03/20/2025	2297	E.M.Kutz, Inc.	Metering Air Bonnet 3ea for Truck 6	767.43
03/20/2025	2298	Eric A. Moses Co.	Rags	101.75
03/20/2025	2299	Freedom Sports LLC	5.56 mm Reduced Backpressure w/Muzzle Device	520.00
03/20/2025	2300	GIANT FLOOR	Area Rug, Sundries Coils, Tubes & Nozzles for NCC	6,537.26
03/20/2025	2301	Gotta Go Potties	TLC Park Baseball Field Rentals	85.00
03/20/2025	2302	Grant Success Lab	Mar 2025 Grant Services	3,300.00
03/20/2025	2303	HUNTER KEYSTONE PETERBILT	3/4" Hose Bead for Truck 10	58.67
03/20/2025	2304	Iannazzo, Marc	3/3-7/2025 Training	460.13
03/20/2025	2305	J. P. Mascaro & Sons	MVP Waste Removal	253.70
03/20/2025	2306	Jan-Pro of NEPA	PW, TWP, Police, Heritage Ctr. Cleaning	1,723.97
03/20/2025	2307	Jim's Drywall Supplies, Inc.	4 x 8 x 5/8 2ea for NCC	35.00
03/20/2025	2308	JNK Hydrotect & Extinguisher Supply Co.	Extinguisher Service	204.95
03/20/2025	2309	Kimball Midwest	Various Supplies	174.59
03/20/2025	2310	Marki Rolloff Container, Inc.	NCC Garbage Removal	543.79
03/20/2025	2311	Marshall Machinery, Inc.	Park Equip Maint	262.75
03/20/2025	2312	McMaster-Carr	MVP Urinal Repair	210.52
03/20/2025	2313	MetLife - Non Uni. Pen. Plan	Pension	8,708.97
03/20/2025	2314	MetLife - Non Uni. Pen. Plan	Pension	230.26
03/20/2025	2315	Miller, Larry	3/15/25 Uniform	149.98
03/20/2025	2316	Monroe County Conservation District	8/15/24 MVP Family Scavenger Hunt	75.00
03/20/2025	2317	MRM Workers' Compensation Pooled Trust	Install 7 of 12 2025	16,534.28
03/20/2025	2318	Nationwide - 457	457 plan	4,977.24
03/20/2025	2319	Nationwide - 457	458 plan	4,962.41
03/20/2025	2320	NEPA Business Technologies LLC	Phone Support TWP, Police	193.00
03/20/2025	2321	Night and Day Diesel	Truck 6 Service	400.00

Approve

Page 4 of 6

3-26-25 bills list

3/21/2025

03/20/2025	2322	O'Brien's-Glose Moving & Storage	NCC Move	627.35
03/20/2025	2323	PMHIC	Health Ins	70,792.55
03/20/2025	2324	Pocono Record	Advertising	436.14
03/20/2025	2325	Pocono Township	3462 Rt 715 Travel 2 Pocono Escrow	1,139.00
03/20/2025	2326	Portland Contractors, Inc.	Pocono TWP Feb 2025 Monthly Fee	335.00
03/20/2025	2327	PowerDMS, Inc.	2025 PowerTime Sub 5/1/25 - 12/31/25	2,795.63
03/20/2025	2328	PPL Electric Utilities	TLC Lighting	253.43
03/20/2025	2329	Rath, Eric	Uniform Reimbursement	169.88
03/20/2025	2330	RecDesk LLC	Dec 2024 - Dec 2025 Annual Sub	1,950.00
03/20/2025	2331	Reliable Sign and Striping	Left & Rt Curve Symbol Signs	140.00
03/20/2025	2332	Sarcinello Planning & GIS Services	Feb 2025 Monthly Fee	4,534.56
03/20/2025	2333	Scicutella, Michael	3/9 - 3/14/2025 Training Reimb	191.84
03/20/2025	2334	SFM Consulting LLC	Feb 2025 Zoning & Building Services	44,286.95
03/20/2025	2335	Silvi Cement / Slag / Salt	Salt, Bulk Rollup Untreated 90.41 tns	7,413.62
03/20/2025	2336	Sparkle Car Wash	Feb 2025 Police Car Washes	13.16
03/20/2025	2337	Staples	Copy Paper	212.45
03/20/2025	2338	Staples	Office Supplies	128.54
03/20/2025	2339	State Workers Insurance Fund	Install 3 of 10 2025	2,770.00
03/20/2025	2340	StopStick, LTD	2 9' Stop Stick Kits	1,045.00
03/20/2025	2341	T&M Associates	Engineering	10,862.81
03/20/2025	2342	The Teneo Group	KnowBe4 Training	2,432.00
03/20/2025	2343	Troy Mechanical, Inc.	Repair/Replacement NCC Bathrooms	6,840.00
03/20/2025	2344	TRP Allentown	Clutch Fan	985.26
03/20/2025	2345	Tulpehocken Mountain Spring Water Inc	MVP Drinking Water	14.00
03/20/2025	2346	ULINE	Office Desk/Hutch/Chair for NCC	1,787.41
03/20/2025	2347	UNIFIRST Corporation	TWP Mats	82.12
03/20/2025	2348	Wilson Products Compressed Gas Co.	Argon & Oxygen Cylinder Rentals	16.50
03/20/2025	2349	Witmer Public Safety Group	Ammo	7,289.12
03/21/2025	2350	J. P. Mascaro & Sons	TWP Waste Removal	430.10
TOTAL GENERAL FUND				<u>\$251,352.27</u>

Sewer Operating

Date	Check	Vendor	Memo	Amount
03/21/2025	1300	Aspen Pest Control	Pump Station 1 & 5 Mice Service	110.00
03/21/2025	1301	BRODHEAD CREEK REGIONAL AUTHORITY	March 2025 O&M	112,047.92
03/21/2025	1302	BRODHEAD CREEK REGIONAL AUTHORITY	Bioxide - Evoqua Inv 906891340	7,162.62
03/21/2025	1303	BRODHEAD CREEK REGIONAL AUTHORITY	Sewer Mapping Mar 2025	1,500.00
03/21/2025	1304	BROUGHAL & DEVITO, L.L.P.	Legal	544.50
03/21/2025	1305	EEMA O&M Services Group, Inc.	Op & Maint Services Mar 2025	9,917.75
03/21/2025	1306	Henry's Generator Service	Job 1060380025 Pump Station 5 Repairs	18,320.11
03/21/2025	1307	J P Mascaro & Sons	Pump Station 5 Waste Removal	293.85
03/21/2025	1308	Pocono Township	Feb 2025 Admin Serv & Overhead	14,753.25
03/21/2025	1309	SUBURBAN TESTING LABS	Pocono TWP Monthly NPDES	627.00
03/21/2025	1310	T&M ASSOCIATES	Engineering	17,965.45
				<u>\$183,242.45</u>

Sewer Construction Fund

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

Approve

3/21/2025

03/21/2025	1013	T&M Associates	Bartonsville Ave Sewer line Extension	2,003.00
TOTAL Sewer Construction Fund				\$2,003.00

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
03/20/2025	1092	AXON ENTERPRISES	Black X26P CEW, Handle Taser 2ea	2,456.50
03/20/2025	1093	Build All Contracting Co.	Repair & Paint Bridge Rail on Scotrun Ave.	2,800.00
03/20/2025	1094	T&M Associates	Engineering	16,735.40
03/20/2025	1095	Telco, Inc.	Proj 2023 Monroe Co Green Light Go GRANT	75,207.70
TOTAL Capital Reserve Fund				\$97,199.60

Liquid Fuels

Date	Check	Payee	Memo	Amount
				\$0.00

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
03/20/2025	1056	Pocono Township Volunteer Fire Co.	Interim A Feb 2025 / PMT 1 2025	\$ 23,129.16
TOTAL Fire Tax				\$23,129.16

General Fund	\$	251,352.27	
Sewer Operating	\$	183,242.45	
Sewer Construction Fund	\$	2,003.00	Authorized by: _____
Capital Reserve		\$97,199.60	
Fire Tax Disbursement	\$	23,129.16	
Liquid Fuels	\$	-	
TOTAL TRANSFERS	\$	556,926.48	Transferred by: _____

Approve

POCONO TOWNSHIP

Monday April 7, 2025

SUMMARY

Ratify

General Fund	\$	4,213.99
Payroll	\$	138,866.37
Sewer Operating	\$	2,525.56
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	214,553.97
TOTAL Sewer <u>OPERATING</u> Fund	\$	25,497.09
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	41,243.00
Liquid Fuels		
TOTAL EXPENDITURES	\$	426,899.98

Fire Tax Disbursement	\$	23,129.16
-----------------------	----	-----------

Notes:

POCONO TOWNSHIP CHECK LISTING
Monday April 7, 2025

General Fund

Date	TYPE	Vendor	Memo	Amount
04/04/2025	ACH		PAYROLL ENDING 3/30/25	\$ 138,866.37
			TOTAL PAYROLL	\$ 138,866.37

General Expenditures

Date	Check	Vendor	Memo	Amount
03/21/2025	2351	Blue Ridge Communications	Township	54.95
03/27/2025	2353	UNIFIRST Corporation	TWP Mats	49.43
3/26/2025	2352	American Heritage Life Insurance Co	Supplemental Insurance	609.12
03/31/2025	2354	PENTELEDATA	TWP, NCC, MVP Internet	1,576.85
03/31/2025	2355	PENTELEDATA	Heritage Bldg Internet	126.13
04/01/2025	2356	PENTELEDATA	Fiber Optics for Ethernet Line	698.00
04/01/2025	2357	PurpleAir	Air Quality Monitors & Power Supplies Tea	1,099.51
			TOTAL General Fund Bills	\$ 4,213.99

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
03/21/2025	1311	BLUE RIDGE COMMUNICATIONS	PUMP STATION 3 & 4	132.32
03/25/2025	1312	MET-ED	PUMP STATION 4	560.33
03/31/2025	1313	PENTELEDATA	Pump Station 1-5 Internet	369.75
04/01/2025	1314	PurpleAir	Air Quality Monitors & Power Supplies	1,463.16
			TOTAL Sewer Operating Fund	\$ 2,525.56

Sewer Construction Fund

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

Capital Reserve Fund

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

TOTAL General Fund
TOTAL Sewer Operating

			TOTAL Capital Reserve Fund	\$ -
	\$	4,213.99		
	\$	2,525.56	Authorized by:	

TOTAL Sewer Construction
Total Capital Reserve

\$	-
\$	-
\$	6,739.55

Transferred by:

POCONO TOWNSHIP CHECK LISTING

Monday April 7, 2025

General Fund

Date	Check	Vendor	Memo	Amount
04/01/2025	2358	AFLAC	Supplemental Insurance	349.56
04/01/2025	2359	AMERICAN UNITED LIFE INSURANCE CO.	STD. LTD. LIFE INSURANCE	3,327.96
04/01/2025	2360	Auto Parts of Tannersville, Inc.	TRUCK SUPPLIES	776.69
04/01/2025	2361	B&H Photo-Video, Inc.	Sharp Projector and Zoom Lens	12,129.04
04/01/2025	2362	Best Auto Service Center	Police vehicle service	819.22
04/01/2025	2363	Bianchi Joe	Uniform Reimb	191.88
04/01/2025	2364	Blue Ridge Communications	TLC Internet	54.95
04/01/2025	2365	Brodhead Creek Regional Authority	TWP Water	111.41
04/01/2025	2366	Build All Construction	NCC Roof	42,000.00
04/01/2025	2367	Cooper Electric	Supplies for NCC	133.24
04/01/2025	2368	Dell Marketing L.P.	Dell Latitude 5550 BTX Base	2,020.77
04/01/2025	2369	Eric A. Moses Co.	Blaster	71.40
04/01/2025	2370	Foster & Foster, Inc.	2025 Annual Admin Fee & Prep of Annual Actuarial Valuation Reports & Act 205 Forms	1,500.00
04/01/2025	2371	Fry's Plastic	Park Supplies	48.23
04/01/2025	2372	GIANT FLOOR	Rubber Tiles for NCC	4,606.63
04/01/2025	2373	Gotta Go Potties	Park Rentals	890.00
04/01/2025	2374	H. M. Beers, Inc.	Feb & Mar 2025 SEO Services	1,950.00
04/01/2025	2375	Lowe's	Jan & Feb 2025 NCC Supplies	16,455.72
04/01/2025	2376	Marki Rolloff Container, Inc.	Garbage Pickup	1,176.00
04/01/2025	2377	MAULA, MAURA	MVP Yoga	30.00
04/01/2025	2378	Motorola Solutions, Inc.	Body Camera Storage & In-car Video System/Videomanager Cloud Software	3,819.70
04/01/2025	2379	National Business Furniture	Furniture for NCC	8,084.87
04/01/2025	2380	NEPA Business Technologies LLC	Apr 2025 Phone Support	98.00
04/01/2025	2381	O'Malley, Joe	4/12/25 Fishing Derby	400.00
04/01/2025	2382	Portland Contractors, Inc.	Disinfect MVP Well & Monthly Maintenance	620.00
04/01/2025	2383	PPL Electric Utilities	Winding Creek Rd Area Light	14.86
04/01/2025	2384	SCOTT, JAMES	Scranton Training Reimb & Uniform Reimb	786.19
04/01/2025	2385	SiteOne Landscape Supply	Fertilizer & Herbicide	2,247.89
04/01/2025	2386	Steele's Hardware, Inc.	Various Supplies	597.02
04/01/2025	2387	Steele's Hardware, Inc.	Precision TRX DVR Set 6p	1,952.23
04/01/2025	2389	Steele's Hardware, Inc.	M18 Fuel Blower	40.49
04/01/2025	2390	Stroudsburg Electric Motor Service	SDWA Monthly & Seasonal Start Up	179.99
04/01/2025	2391	Suburban Testing Labs	Feb 2025 SaaS	240.00
04/01/2025	2392	TRAIISR, LLC	NCC Bathroom Fit-out	733.33
04/01/2025	2393	Troy Mechanical, Inc.	TWP Mats	97,960.00
04/01/2025	2394	UNIFIRST Corporation	Gasoline	43.85
04/01/2025	2395	World Fuel Services, Inc.	Rags	8,029.36
04/01/2025	2396	Y-pers, Inc.		63.49
TOTAL GENERAL FUND				\$214,553.97

Sewer Operating

Date	Check	Vendor	Memo	Amount
04/02/2025	1315	BRODHEAD CREEK REGIONAL AUTHORITY	PS Water	110.57
04/02/2025	1316	Evoqua Water Technologies LLC	Vaporlink & Bioxide for PS 5	7,109.60

04/02/2025	1317	Exeter Supply Co., Inc.	Parson Odor Eater Insert 4ea	1,980.00
04/02/2025	1318	Pocono Township	Mar 2025 Sewer Admin & Overhead	15,303.25
04/02/2025	1319	SUBURBAN TESTING LABS	Monthly NPDES	627.00
04/02/2025	1320	TRAISR, LLC	Monthly SaaS Feb 2025	366.67
				<u>\$25,497.09</u>

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
TOTAL Sewer Construction Fund				<u>\$0.00</u>

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
04/02/2025	1096	CLEVELAND BROTHERS EQUIP. CO	Cat Broom Model BP25 Serial PD900717	20,600.00
04/02/2025	1097	Kinsley Trust	Kinsley Trust Comp - Easement for TASA	1,900.00
04/02/2025	1098	Richter Total Office	Canon Plotter/Scanner	9,495.00
04/02/2025	1099	Zindle Construction LLC	Install Wiring for New RTU & Shop Heaters	9,248.00
TOTAL Capital Reserve Fund				<u>\$41,243.00</u>

Liquid Fuels

Date	Check	Payee	Memo	Amount
				<u>\$0.00</u>

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
03/20/2025	1056	Pocono Township Volunteer Fire Co.	Interim A Feb 2025 / PMT 1 2025	\$ 23,129.16
TOTAL Fire Tax				<u>\$23,129.16</u>

General Fund	
Sewer Operating	214,553.97
Sewer Construction Fund	25,497.09
Capital Reserve	-
Fire Tax Disbursement	\$41,243.00
Liquid Fuels	23,129.16
TOTAL TRANSFERS	<u>304,423.22</u>

\$	214,553.97	
\$	25,497.09	
\$	-	Authorized by: _____
\$	\$41,243.00	
\$	23,129.16	
\$	-	Transferred by: _____
\$	304,423.22	



(570) 223-0360
or e-mail to: mja391@ptd.net

Invoice Date: 03/25/25
Invoice Number: Cam-5-25

Pocono Twp.	Account Description: OLD N.C.C.C. Building	☒ Estimate: ☐ Engagement Confirmation: ☐ Invoice:
-------------	--	---

SERVICES DIScription	AMOUNT
PARTIAL Ext. OF BUILDING	
POWERWASH WITH CLEANER	4,500. ⁰⁰
PAINT WITH Ben Moore Coronado TEXCRETE Breathable Masonry WATERPROOFER	19,500. ⁰⁰
Total due:	25,000. ⁰⁰

Please make checks payable to: Michael Ammerman, 115 Wagon Trail, East Stroudsburg, PA 18301

Terms:

1. Time for Payment. All invoices are payable within ten (10) days of receipt. A 1 1/2% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Estimates. If this form is used for an proposal, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 15% or more.

3. Changes. Client shall be responsible for making additional payments for changes requested by Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Contractor the first opportunity to make any changes.

4. All material is guaranteed to be as specified, all tasks will be accomplished in accordance with the drawings and or specifications for the work listed in the job description, and all work shall be completed in a substantial workman-like manner for the above sum.

5. Any alterations or deviations from the above specifications involving extra costs will be executed upon receipt of written orders, and will become an extra charge over and above this form. All agreements will be contingent upon, strikes, accidents, or delays beyond the control of Contractor. Owner will provide fire, tornado, and other necessary insurance upon the above work.

6. Modifications. Modification of the agreement must be written, except that the invoice may include, and Client shall be obligated to pay, fees or expenses that were orally authorized in order to progress promptly with work.

7. Arbitration. Any disputes in excess of \$ (maximum

limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award or judgment in favor of the Contractor.

8. Acceptance of Terms. The above terms incorporate Article 2 of the Uniform Commercial Code. If not objected to within ten (10) days, these terms shall be deemed acceptable.

O'Brien's Moving & Storage

Headquarters:
7066 Snowdrift Road
Allentown, PA 18106

Phone: 800-424-3866
Fax: 610-391-0311
E-mail: info@obriens-moving.com
www.obriens-moving.com

Quote for:
Pocono Township

Provided by:
O'Brien's Moving and Storage

Move Files and TAB Shelving

2 Truck, 2 Driver and 4 helpers

At \$390 per hour for 9 hours including travel

\$3,510.00

Move remaining office items

3 Truck, 3 Driver and 9 helpers

At \$749 per hour for 8 hours including travel

\$3,745.00

Materials

150 2.3 cu.ft. commercial moving box

\$495.00

Moving Labels

\$24.00

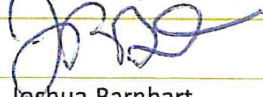
Fuel Surcharge

\$48.94

\$7,823.94

- All flooring protection and building protection is included in the pricing and will be applied prior to movement at each location.
- This is an estimate charges will apply based on actual time, labor provided and equipment needed to complete the project.
- O'Brien's Moving will not disconnect any utility connections.
- All goods are released at .60 cents per pound per article.
- Time starts when movers arrive and ends when they are released, minus lunch break taken.
- All moves during normal business days and hours are subject to a 5 hour minimum.
Afterhours and weekend moves have a 6 hour minimum.

Respectfully Submitted,



Joshua Barnhart
Commercial Relocation Manager
O'Brien's Moving and Storage



Other Locations:
O'Brien's Moving and Storage, Leesport, PA

Pocono Township 2025 Spring/Fall Clean-Up - Bids Received					
Company Name	Price per Cubic Yard	Spring Total \$ (700 cubic yds)	Fall Total \$ (400 cubic yds)	Total Bid	Bid Packet Complete
That's Gotta Go LLC	\$28.00	\$19,600.00	\$11,200.00	\$30,800.00	Y
G&S Container Service Inc.	\$29.25	\$20,475.00	\$11,700.00	\$32,175.00	Y
Marki Rolloff Container, Inc.	\$27.70	\$19,390.00	\$11,080.00	\$30,470.00	Y
Waste Management	\$48.39	\$33,873.00	\$19,356.00	\$53,229.00	Y
J.P. Mascaro & Sons	\$42.00	\$29,400.00	\$16,800.00	\$46,200.00	Y



YOUR GOALS. OUR MISSION.

March 11, 2025

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

**SUBJECT: LANDS OF THE SPIRIT OF SWIFTWATER – PHASE II
CONSTRUCTION ESCROW RELEASE NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1287, T&M PROJECT NO. POCO-R0613**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **TWO HUNDRED FORTY-FIVE THOUSAND FIFTY-ONE DOLLARS AND THIRTY-SEVEN CENTS (\$245,051.37)**. A line-item tabulation for this release is attached for your files. Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

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

Sincerely,

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

JST/meh

Enclosures

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

G:\Projects\POCO\R0613\Construction\Escrow Release\Escrow Release No. 2\Escrow Release #2 Cover Letter.docx



APPLICATION NO. 2

DONE BY: MEH DATE: 03/10/25
CHECKED BY: JST DATE: 03/10/25

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
I	GENERAL CONDITIONS										
I A	Mobilization/Demobilization	EA	0.5	\$ 5,000.00	\$ 2,500.00	0	\$ -	0	\$ -	1	\$ 2,500.00
I B	Layout/Survey	EA	0.2	\$ 15,000.00	\$ 3,000.00	0	\$ -	0.1	\$ 1,500.00	0	\$ 1,500.00
I C	Sanitary and dumpster (18 Total Months)	Per Month	16	\$ 750.00	\$ 12,000.00	0	\$ -	4	\$ 3,000.00	12	\$ 9,000.00
	SUBTOTAL ITEM I			\$ -	\$ 17,500.00		\$ -		\$ 4,500.00		\$ 13,000.00
II	EROSION & SEDIMENT CONTROLS										
II A	Rock Construction Entrance 150 FT	EA	0	\$ 2,500.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II B	12" Compost Filter Sock	LF	0	\$ 4.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II C	24" Compost Filter Sock	LF	0	\$ 6.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II D	Stilling Basin (Total of 6 Stilling Basins)	EA	3	\$ 500.00	\$ 1,500.00	0	\$ -	0	\$ -	3	\$ 1,500.00
II E	Riprap Apron R-5	EA	0	\$ 700.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II F	Temporary Mulch and Seed	AC	0	\$ 1,600.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II G	Rock Filter	EA	0	\$ 250.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II H	Inlet Protection (Total of 20 Inlet Protection)	EA	18	\$ 100.00	\$ 1,800.00	0	\$ -	0	\$ -	18	\$ 1,800.00
II I	BMP Removal	LS	1	\$ 600.00	\$ 600.00	0	\$ -	0	\$ -	1	\$ 600.00
II J	Swale/ Berm T1	LF	0	\$ 50.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II K	Sediment Traps	EA	0	\$ 10,000.00	\$ -	0	\$ -	0	\$ -	0	\$ -
II L	Maintain E&S Control BMPs	LS	1	\$ 2,000.00	\$ 2,000.00	0	\$ -	0	\$ -	1	\$ 2,000.00
	SUBTOTAL ITEM II			\$ -	\$ 5,900.00		\$ -		\$ -		\$ 5,900.00
III	EARTHWORK										
III A	Site cut (16,456 CY Total)	CY	3,456	\$ 3.00	\$ 10,368.00	0	\$ -	2,000	\$ 6,000.00	1,456	\$ 4,368.00
III B	Site fill (4,635 CY Total)	CY	635	\$ 3.00	\$ 1,905.00	0	\$ -	400	\$ 1,200.00	235	\$ 705.00
III C	Grubbing	Ac	0	\$ 4,250.00	\$ -	0	\$ -	0	\$ -	0	\$ -
III D	Retaining Wall	LF	24	\$ 45.00	\$ 1,080.00	0	\$ -	0	\$ -	24	\$ 1,080.00
III E	Curb Excavate and backfill	LF	3,335	\$ 1.50	\$ 5,002.50	1,485	\$ 2,227.50	1,485	\$ 2,227.50	1,850	\$ 2,775.00
	SUBTOTAL ITEM III			\$ -	\$ 18,355.50		\$ 2,227.50		\$ 9,427.50		\$ 8,928.00
IV	STORMWATER FACILITIES										
IV A	18" HDPE (1,570 LF Total)	LF	1,052	\$ 55.00	\$ 57,860.00	302	\$ 16,610.00	1,052	\$ 57,860.00	0	\$ -
IV B	Inlets (Type C)	EA	7	\$ 2,800.00	\$ 19,600.00	5	\$ 14,000.00	7	\$ 19,600.00	0	\$ -
IV C	Inlets (Type M) (13 Total Type M Inlets)	EA	12	\$ 2,800.00	\$ 33,600.00	6	\$ 16,800.00	12	\$ 33,600.00	0	\$ -
IV D	Convert Trap to Infiltration Basin	EA	1	\$ 8,000.00	\$ 8,000.00	0	\$ -	0	\$ -	1	\$ 8,000.00
IV E	Convert Trap to Detention Basin	EA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	1	\$ 5,000.00
IV F	Post & Rail Fence	LF	463	\$ 45.00	\$ 20,835.00	0	\$ -	0	\$ -	463	\$ 20,835.00
IV G	Endwalls (9 Total Endwalls)	EA	2	\$ 2,000.00	\$ 4,000.00	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
	SUBTOTAL ITEM IV			\$ -	\$ 148,895.00		\$ 49,410.00		\$ 113,060.00		\$ 35,835.00

No.	ITEM DESCRIPTION	UNIT	QUANTITY	ORIGINAL ESCROW AMOUNT		CURRENT RELEASE		RELEASED TO DATE		REMAINING ESCROW	
				UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
X	SITE PAVING, STRIPING, AND SIGNAGE										
*****	Signage	EA	15	\$ 165.00	\$ 2,475.00	0	\$ -	0	\$ -	15	\$ 2,475.00
*****	Guidesrail	LF	628	\$ 45.00	\$ 28,260.00	0	\$ -	0	\$ -	628	\$ 28,260.00
*	Emergency Access Geogrid	SF	3,230	\$ 4.75	\$ 15,342.50	0	\$ -	0	\$ -	3,230	\$ 15,342.50
*****	Pavement Markings	LS	1	\$ 3,000.00	\$ 3,000.00	0	\$ -	0	\$ -	1	\$ 3,000.00
*	Wheel Stops	EA	4	\$ 75.00	\$ 300.00	0	\$ -	0	\$ -	4	\$ 300.00
F	1 1/2" Superpave HMA Wearing Course	SY	5,850	\$ 12.70	\$ 74,295.00	0	\$ -	0	\$ -	5,850	\$ 74,295.00
G	2 1/2" Superpave HMA Binder Course	SY	5,850	\$ 15.10	\$ 88,335.00	1635	\$ 24,688.50	1635	\$ 24,688.50	4,215	\$ 63,646.50
H	6" 2A Stone Subbase	SY	5,850	\$ 7.50	\$ 43,875.00	1635	\$ 12,262.50	1635	\$ 12,262.50	4,215	\$ 31,612.50
	SUBTOTAL ITEM X			\$	\$ 255,882.50		\$ 36,951.00		\$ 36,951.00		\$ 218,931.50
XI	MISCELLANEOUS										
A	Inspections	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	0	\$ -	1	\$ 20,000.00
B	Main Electric and Communications Trenching to Building	LS	1	\$ 38,500.00	\$ 38,500.00	0	\$ -	0	\$ -	1	\$ 38,500.00
	SUBTOTAL ITEM XI			\$	\$ 58,500.00		\$ -		\$ -		\$ 58,500.00
SUBTOTAL SITE ITEMS I-XI:				\$	\$ 900,238.00		\$ 195,716.50		\$ 350,291.50		\$ 549,946.50
CONTINGENCY (10%)				\$	\$ 90,023.80		\$ 19,571.65		\$ 35,029.15		\$ 54,994.65
INSPECTION AND ADMINISTRATION (5%)				\$	\$ 45,011.90		\$ 9,785.83		\$ 17,514.58		\$ 27,497.33
TOTAL REQUIRED FINANCIAL SECURITY				\$	\$ 1,035,273.70		\$ 225,073.98		\$ 402,835.23		\$ 632,438.48
*	Line Item Added										
**	Unit Cost Adjusted										
***	Quantity Adjusted										
*****	Unit Cost and Quantity Adjusted										
I	Items Fully or Partially Completed as of 8/20/2024										

TOTAL ORIGINAL FINANCIAL SECURITY	\$ 1,035,273.70
TOTAL VALUE OF WORK CONSTRUCTED TO DATE	\$ 402,835.23
TOTAL VALUE OF WORK REMAINING INCLUDING RETAINAGE	\$ 632,438.48
RETAINAGE (10%)¹	\$ 63,243.85
AMOUNT PREVIOUSLY RELEASED	\$ 94,540.01
AMOUNT RECOMMENDED FOR RELEASE	\$ 245,051.37
REMAINING FINANCIAL SECURITY (INCLUDING RETAINAGE)	\$ 632,438.48

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



Hanover Engineering
Cost Estimate for Required Improvements
The Spirit of Swiftwater Apartments - Phase II
Pocono Township, Monroe County, PA
Prepared By: Salvatore Calazzo, PE
Release Request #1: 8/16/2024
Release Request #2: 10/22/2024
Release Request #3: 02/25/2025

Release Request #3: 02/25/2025													
No.	Item	Original Escrow Amount			Current Release		Previously released		Remaining in Escrow				
		Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost		
I	Mobilization/General requirements												
A	Mobilization/General requirements	1	EA	\$ 5,000.00	\$ 5,000.00		\$ -	0.5	\$ 2,500.00		0.5	\$ 2,500.00	
B	Layout/Survey	1	EA	\$ 15,000.00	\$ 15,000.00		\$ -	0.9	\$ 13,500.00		0.1	\$ 1,500.00	
C	Sanitary and dumpster	18	Per Month	\$ 750.00	\$ 13,500.00		\$ -	6	\$ 4,500.00		12	\$ 9,000.00	
	Sub-Total Mobilization/General requirements				\$ 33,500.00		\$ -		\$ 20,500.00			\$ 13,000.00	
II	Erosion and Sediment Pollution Control												
A	Rock Construction entrance 150 FT	1	EA	\$ 2,500.00	\$ 2,500.00		\$ -	1	\$ 2,500.00		0	\$ -	
B	12" Silt Sock	42	LF	\$ 4.00	\$ 168.00		\$ -	42	\$ 168.00		0	\$ -	
C	24" Silt Sock	974	LF	\$ 6.00	\$ 5,844.00		\$ -	974	\$ 5,844.00		0	\$ -	
D	Stilling Basin	6	EA	\$ 500.00	\$ 3,000.00		\$ -	3	\$ 1,500.00		3	\$ 1,500.00	
E	Riprap Apron R-5	1	EA	\$ 700.00	\$ 700.00		\$ -	1	\$ 700.00		0	\$ -	
F	Temporary mulch and seed	3	AC	\$ 1,600.00	\$ 4,800.00		\$ -	3	\$ 4,800.00		0	\$ -	
G	Rock Filter	1	EA	\$ 250.00	\$ 250.00		\$ -	1	\$ 250.00		0	\$ -	
H	Inlet Protection	20	EA	\$ 100.00	\$ 2,000.00		\$ -	2	\$ 200.00		18	\$ 1,800.00	
I	BMP removal	1	LS	\$ 600.00	\$ 600.00		\$ -	0	\$ -		1	\$ 600.00	
J	Swale/Berm T1	255	LF	\$ 50.00	\$ 12,750.00		\$ -	255	\$ 12,750.00		0	\$ -	
K	Sediment Traps	2	EA	\$ 10,000.00	\$ 20,000.00		\$ -	2	\$ 20,000.00		0	\$ -	
L	Maintain E&S Controls	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	0	\$ -		1	\$ 2,000.00	
	Sub Total Erosion and Sediment Pollution Control				\$ 54,612.00		\$ -		\$ 48,712.00			\$ 5,900.00	
III	Earthwork												
A	Site cut	16456	CY	\$ 3.00	\$ 49,368.00		0	\$ -	15000	\$ 45,000.00		1456	\$ 4,368.00
B	Site fill	4635	CY	\$ 3.00	\$ 13,905.00		0	\$ -	4400	\$ 13,200.00		235	\$ 705.00
C	Grubbing	4	Ac	\$ 4,250.00	\$ 17,000.00		0	\$ -	4	\$ 17,000.00		0	\$ -
D	Retaining Wall	24	LF	\$ 45.00	\$ 1,080.00		0	\$ -	0	\$ -		24	\$ 1,080.00
E	Curb Excavate and backfill	3335	LF	\$ 1.50	\$ 5,002.50		1485	\$ 2,227.50	0	\$ -		1850	\$ 2,775.00
	Sub Total Earthwork				\$ 86,355.50		\$ 2,227.50		\$ 75,200.00			\$ 8,928.00	

IV	Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
	Stormwater Facilities										
A	18" HDPE	1570	LF	\$ 55.00	\$ 86,350.00	302	\$ 16,610.00	1268	\$ 69,740.00	0	\$ -
B	Inlets (Type C)	7		\$ 2,800.00	\$ 19,600.00	4	\$ 11,200.00	3	\$ 8,400.00	0	\$ -
C	Inlets (Type M)	13	EA	\$ 2,800.00	\$ 36,400.00	6	\$ 16,800.00	7	\$ 19,600.00	0	\$ -
D	Convert Trap to Infiltration Basin	1	EA	\$ 8,000.00	\$ 8,000.00	0	\$ -		\$ -	1	\$ 8,000.00
E	Convert Trap to Detention Basin	1	EA	\$ 5,000.00	\$ 5,000.00	0	\$ -		\$ -	1	\$ 5,000.00
F	Post and Rail Fence	463	LF	\$ 45.00	\$ 20,835.00	0	\$ -		\$ -	463	\$ 20,835.00
G	Endwalls	9	EA	\$ 2,000.00	\$ 18,000.00	1	\$ 2,000.00	7	\$ 14,000.00	1	\$ 2,000.00
	Sub Total Stormwater Facilities			\$	\$ 194,185.00		\$ 46,610.00		\$ 111,740.00		\$ 35,835.00

V	Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
	Waterline										
A	8" D.I.P. Class 52	456	LF	\$ 65.00	\$ 29,640.00	456	\$ 29,640.00		\$ -	0	\$ -
B	4" Valve	1	EA	\$ 1,550.00	\$ 1,550.00	1	\$ 1,550.00		\$ -	0	\$ -
C	8" Bend	4	EA	\$ 320.00	\$ 1,280.00	4	\$ 1,280.00		\$ -	0	\$ -
D	6" Bend	1	EA	\$ 280.00	\$ 280.00	1	\$ 280.00		\$ -	0	\$ -
E	4" Bend	2	EA	\$ 250.00	\$ 500.00	2	\$ 500.00		\$ -	0	\$ -
F	8"x8"x6" Tee	1	EA	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	0	\$ -
G	Thrust Blocks/Achor Blocks	7	EA	\$ 250.00	\$ 1,750.00	7	\$ 1,750.00		\$ -	0	\$ -
H	Hydrants	2	EA	\$ 3,580.00	\$ 7,160.00	2	\$ 7,160.00		\$ -	0	\$ -
I	6" D.I.P. Class 52	430	LF	\$ 58.00	\$ 24,940.00	430	\$ 24,940.00		\$ -	0	\$ -
J	4" D.I.P. Class 52	147	LF	\$ 54.00	\$ 7,938.00	147	\$ 7,938.00		\$ -	0	\$ -
K	6" Valve	3	EA	\$ 2,580.00	\$ 7,740.00	3	\$ 7,740.00		\$ -	0	\$ -
L	8"x8"x6" Tee	1	EA	\$ 500.00	\$ 500.00	1	\$ 500.00		\$ -	0	\$ -
	Sub Total Waterline			\$	\$ 83,778.00		\$ 83,778.00		\$ -		\$ -

VI	Item	Quantity	Unit	Unit Price	Item Total	Quantity	Cost	Quantity	Cost	Quantity	Cost
	Sanitary Sewer										
A	6"PVC	627	LF	\$ 75.00	\$ 47,025.00		\$ -	627	\$ 47,025.00	0	\$ -
B	4"x4' Anti-Seep Collar	1	EA	\$ 1,200.00	\$ 1,200.00		\$ -	1	\$ 1,200.00	0	\$ -
C	Manhole	3	EA	\$ 7,500.00	\$ 22,500.00		\$ -	3	\$ 22,500.00	0	\$ -
D	PVC Cleanouts and Traps	7	EA	\$ 1,200.00	\$ 8,400.00		\$ -	5	\$ 6,000.00	0	\$ -
E	6"x6"x6" WYE	6	EA	\$ 500.00	\$ 3,000.00	2	\$ 2,400.00	5	\$ 6,000.00	0	\$ -
F	Testing	1	EA	\$ 7,500.00	\$ 7,500.00	1	\$ 500.00	5	\$ 2,500.00	0	\$ -
G	Core through building foundation	6	EA	\$ 500.00	\$ 3,000.00	1	\$ 500.00		\$ -	1	\$ 7,500.00
H	Sewer Flow Meter	1	EA	\$ 4,778.00	\$ 4,778.00		\$ -		\$ -	5	\$ 2,500.00
I	Sewer Flow Meter Control Panel	1	EA	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1	\$ 4,778.00
J	Dual Check Valve Chamber	1	EA	\$ 7,500.00	\$ 7,500.00		\$ -		\$ -	1	\$ 5,000.00
K	Dual Check Valve Assembly	1	EA	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	1	\$ 7,500.00
	Sub Total Sanitary Sewer			\$	\$ 112,403.00		\$ 3,400.00		\$ 79,225.00		\$ 29,778.00

Estimate

3/30/2025

855 N. Summit RD.
Bath, PA 18014
(908)850-0601
(610)762-8323

ChrisDritt@BreatheEZAirDuctCleaning.com
www.BreatheEZAirDuctCleaning.com



Submitted To:
Pocono Township
205 Old Mill Rd
Tannersville, PA

Quotation valid until: April 9, 2025
Prepared by: Chris Dritt

Comments or special instructions:

This quote is for the 4 air circulation units' ductwork in the attic.

A discount has been applied.

Description	Units	Cost	AMOUNT
Air Duct Cleaning	3	5250	\$15,750.00
			-
Air Duct Cleaning	1	6750	6,750.00
			-
			-
			-
			-
			-
TOTAL			\$22,500.00

If you have any questions concerning this quotation please contact, Chris Dritt, 610-762-8323.

Authorized by: Christopher R. Dritt

THANK YOU FOR YOUR BUSINESS!

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2025, by and between THE POKORNY FAMILY PA, LLC of 3450 Route 611, Bartonsville, PA 18321 ("Grantor") and POCONO TOWNSHIP of 112 Township Drive, Tannersville, PA 18372 ("Grantee").

WHEREAS, Grantor is the owner of certain real property situate on the southwest corner of the intersection of State Route 611 and Bartonsville Avenue, Pocono Township, Monroe County, Pennsylvania, pursuant to a Deed recorded in the Office of the Recorder of Deeds of Monroe County at Record Book 2484 Page 2328 ("Property"); and

WHEREAS, a traffic signal improvement is required at the aforesaid intersection; and

WHEREAS, upon completion of the initial installation of the traffic signal improvements, and the final inspection and approval thereof by the Pennsylvania Department of Transportation, Grantee will then be responsible for the long-term maintenance of the traffic signal improvements; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Easement. Grantor hereby declares, grants, conveys and confirms unto Grantee a permanent, non-exclusive right, privilege and easement on, over, under, across and through the are depicted on Exhibit A hereto as "Traffic Signal Easement Containing 230 SF," and more particularly described as follows:

ALL THAT CERTAIN tract of land located in Pocono Township, County of Monroe, Commonwealth of Pennsylvania, as shown on the attached plan titled, TRAFFIC SIGNAL EASEMENT PLAN, DWG. NO. E-3, being more particularly described as follows to wit:

BEGINNING at a point on the southerly PennDOT Legal Right-of-Way line of S.R. 0611, Sta. 254+69.36 (46.10' LT);

THENCE along the southerly PennDOT Legal Right-of-Way line of S.R. 0611, as shown on the attached plan titled, TRAFFIC SIGNAL EASEMENT PLAN, DWG. NO. E-3, S 62°46'20" E,
a distance of 1.00 foot;

THENCE partly along said southerly PennDOT Legal Right-of-Way line of S.R. 0611 and partly along the westerly PennDOT Legal Right-of-Way line of Rimrock Drive (S.R. 3023), along a circular non-tangent curve to the right, having a radius of 60.00 feet, an arc length of 43.24 feet and a chord bearing S 31°19'20" E, a distance of 42.31 feet;

THENCE through the lands of Pokorney Family, PA, LLC, the following three (3) courses and distances:

1. S 79°19'32" W, a distance of 3.43 feet;
2. N 30°23'02" W, a distance of 40.73 feet;
3. N 27°13'40" E, a distance of 2.37 feet to the **POINT OF BEGINNING**.

CONTAINING 230 sq. ft. or 0.005 acres.

Said Easement herein granted is for the purpose of permitting Grantee to access, repair, replace, operate and maintain traffic signal devices and other equipment or fixtures necessary or related thereto, including without limitation traffic signal poles, mast arms, signal heads, signage, emergency preemption equipment, street lighting, cameras, control boxes, wires, cables, loop detectors, conduits and timing devices. Grantor, for itself and its successors and assigns, hereby reserves the right to use the herein conveyed easement area for ingress, egress, and regress, paving, landscaping, curbs, utilities and any other use permitted by Grantee, provided that Grantor shall not use the said easement area in any manner which interferes with, obstructs, impairs or damages the traffic signal facilities or the required sight distances at the intersection where the traffic signal is located.

2. Obligation to Restore. Grantee shall perform all work, activities, and operations on or about the Property in a good and workmanlike manner consistent with sound engineering and construction practices. Upon the completion of any work by Grantee pursuant to this Agreement, including but not limited to the repair or replacement of some or all of the traffic signal facilities, Grantee shall restore any part of the easement area and the Property disturbed as nearly as practicable to the same condition as existed prior to disturbance at its sole cost and expense.

3. Binding Effect. This Agreement shall be binding upon the successors and assigns of the parties hereto.

1. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be executed this _____ day of _____, 2025.

Sealed and Delivered

THE POKORNY FAMILY PA, LLC

By its Member: _____

Witness

POCONO TOWNSHIP

Attest: _____
Secretary

By: _____
Chairman, Pocono Twp. Board of Commissioners

*I hereby certify the Grantee's precise
mailing address to be:*

112 Township Drive
Tannersville, PA 18732

ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : ss
_____ :

On this ____ day of _____, 2025, before me, a notary public, the undersigned officer, personally appeared _____, who identified himself as Member of The Pokorny Family PA, LLC and executed the foregoing instrument for the purposes therein contained by signing the name of the company as such Member.

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

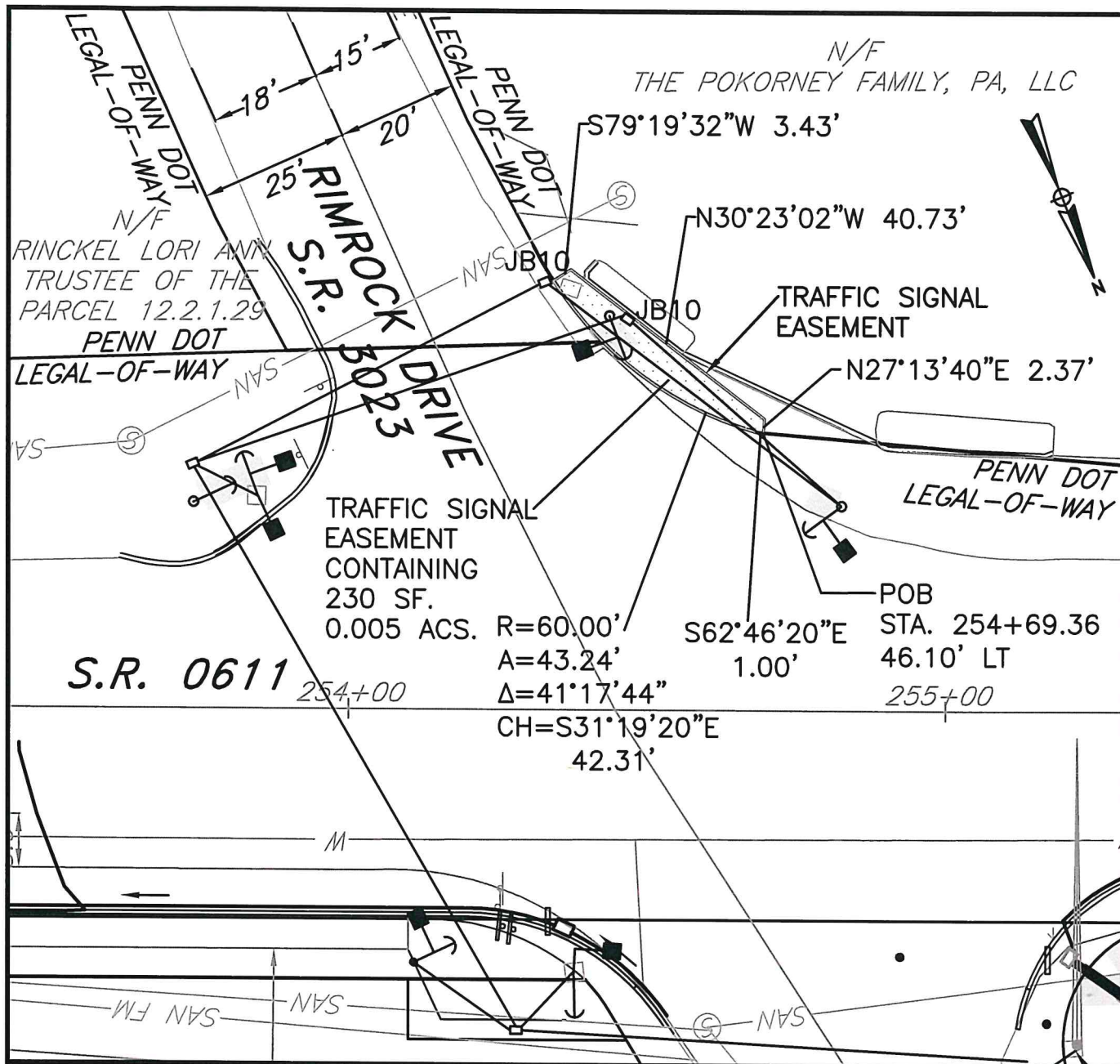
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONROE : ss
_____ :

On this ____ day of _____, 2025, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Pocono Township Board of Commissioners and, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Pocono Township by himself as Chairman.

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

Notary Public



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

POCONO TOWNSHIP

S.R. 0611
 MONROE COUNTY, PA

**TITLE: TRAFFIC SIGNAL
 EASEMENT PLAN**

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

SCALE: 1" = 25'

DWG. FILE: 268013

PLAN DATE: 03/27/25

DWG. NO.:

SHT. NO.: 1 OF 1

E-3

copyright 2025 Mar 27, 2025 - 1:52pm



April 4, 2025

Patrick Briegel
Public Works Director
Pocono Township
112 Township Drive
Tannersville, PA 18372

Dear Patrick Briegel,

The Department of Environmental Protection (DEP) has completed its review of Pocono Township's request to hold an electronics collection event at 112 Township Drive, Tannersville, PA 18372 from April 25, 2025 to April 26, 2025 and from September 26, 2025 to September 27, 2025.

Approval is hereby granted to conduct these collections contingent upon operating in accordance with your registration and the following conditions:

1. This collection must adhere to the requirements included in the federal hazardous waste regulations at 40 CFR 261.4(a)(22), 40 CFR 261.39-261.41 and the Pennsylvania hazardous waste regulations at 25 Pa. Code 261a.39.
2. If residents are charged a fee to recycle their covered devices during these events, these covered devices cannot be counted toward a manufacturer's recycling obligation under the Pennsylvania Covered Device Recycling Act (CDRA).
3. Traffic control will direct participants off the highway.
4. This approval is contingent upon adherence to all state and local restrictions regarding event attendance, health and safety.

If there are any significant changes to your collection program, please contact Marc Moran by telephone at 717.772.5711 or by e-mail at marcmoran@pa.gov.

Patrick Briegel

- 2 -

April 4, 2025

Sincerely,

Marc Moran

Marc Moran
Solid Waste Program Specialist
Division of Waste Minimization & Planning

cc: Mike Stettler, Monroe County MWMA
Salena Borsuk, Monroe County MWMA
Jackie Bagu, Monroe County Recycling Coordinator
Berit Case, DEP Northeast Regional Office
Jordan Hoover, DEP Central Office



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: March 19, 2025

Following is a report for the Zoning and Building Code Office's activity from March 13th to March 20th:

Permits Issued: 28

Zoning Permits: 6

Commercial – 1

Residential – 5

New Construction: 1

Commercial – 0

Residential – 1

Building Permits: 8

Commercial – 1

Residential – 7

Certificate of Occupancy – 10

Driveway – 1

TDU – 0

Well – 1

Grading – 1

Enforcement Actions:

- March 17, 2025 – 2768 Pocono Circle – Letter – A letter was sent to the owner of the property for initiating construction activity within the Township Right of Way in violation of the Township Streets and Sidewalks Ordinance. A response has yet to be received by the property owner.
- March 17, 2025 – 148 Tanbark Lane – Enforcement Notice – A property maintenance enforcement notice was issued to the property owner for the failure to maintain the property and permitting the accumulation of municipal waste and bulk items.
- March 17, 2025 – 3292 Route 611 – Email – An email was sent to the owner of the subject property for displaying feather flags on the subject property. The flags have since been removed and the violation has been closed.
- March 18, 2025 – 5527 Birchwood Drive – Letter – A letter was sent to the owner of the subject property for permitting the accumulation of municipal waste on the property.
- March 20, 2025 – 353 Cherry Lane Road – Enforcement Notice – A zoning enforcement notice was issued for establishing a transient dwelling use on the subject property.

Previously Discussed Properties:

- 117 Tannenbaum Way – A Grading Notice of Violation was issued for placing fill on the subject property without first obtaining a grading permit. **The property owner has been in contact with our office as well as the Monroe County Conservation District and is working toward compliance.**

- 129 Tannenbaum Way – A Grading Notice of Violation was issued for placing fill on the subject property without first obtaining a grading permit. The property owner has been in contact with our office as well as the Monroe County Conservation District and is working toward compliance.
- 135 Tannenbaum Way – A Grading Notice of Violation was issued for placing fill on the subject property without first obtaining a grading permit. The property owner has been in contact with our office as well as the Monroe County Conservation District and is working toward compliance.
- 1305 Cerise Way – Zoning and UCC Notices of Violation were issued for constructing a single-family dwelling on the property without first obtaining permit approvals. The Zoning Office will be filing a civil complaint against the property owner.

Closed Violations:

- 128 Kevins Lane – A letter was sent to the owners of the property, as it was brought to our attention that they may potentially be operating a home occupation from the property. The property owners have since contacted our office regarding this matter and have affirmed that no home occupation is being run and that the materials on the property are for personal use.

District Magistrate Hearings:

- 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 April 3, 2025, at 1:00 PM.
- 136 Beaver Trail – A civil complaint was filed for initiating construction activity on the subject property without first obtaining the necessary permits. A default date for this matter has been scheduled for Monday, March 24, 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 date for this matter has yet to be determined.
- 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 date for this matter has yet to be determined.
- 175 Laurel Lake Road – Ten (10) non-traffic citations were filed against the owners of the subject property for various property maintenance violations. A date for these matters has yet to be determined.

Upcoming Public Hearings:

- None currently scheduled.

610-266-7100 • 800-322-9060 • kobfire.com

Location

Pocono Township Building

205 Old Mill Rd
Tannersville, PA 18372

Jerrold D. Belvin, Township Manager
570-629-1922
jbelvin@poconopa.gov

Bill To

Pocono Township

112 Township Drive
Tannersville, PA 18372

Jerrold D. Belvin, Township Manager
570-629-1922
jbelvin@poconopa.gov

PROJECT TITLE

Fire-Safety Inspections

SCOPE OF WORK

Thank you for the opportunity to share a proposal for your fire-protection needs. We pride ourselves in our ability to offer you the best service in our industry at a competitive price. Your requested services are outlined below including quantities, frequency of services, and the service descriptions. If you have any further questions, please contact me.

SERVICES & LOCATIONS

Pocono Township Building

205 Old Mill Rd, Tannersville, PA 18372

(Annual) (6) Extinguisher Inspection, Recurring w/ Charts	Included
(Annual) (48) E-Light Inspection, Recurring w/ Charts	Included
(Single) Service, (1) Hour for Assessing How Many / What Kind of Additional Extinguishers Are Needed, One-Time	Included
(Annual) Fire Alarm, Simplex 4010 Inspection, Recurring w/ AHJ Fee, (1) Panel, (2) Annunciator, (1) Dialer, (2) Nac, (2) Remote transponder, (11) Pull, (112) Smoke, (20) Heat restorable, (7) Input, (44) Audio visual	Included

CLARIFICATIONS

Device counts were taken from a prior inspection report. If additional devices are discovered during the inspection, additional charges may apply. This may also apply if expired extinguishers in need of their 6-year maintenance are discovered.

If a lift is required to access any devices or perform any work, additional charges may apply.

If any deficiencies are discovered or recommendations need to be made, you will be contacted shortly after the inspection.

TOTAL PROPOSAL AMOUNT: \$ 3,840.02 (Sales Tax Included)

ACCEPTANCE OF PROPOSAL. The above price(s), scope of work, conditions, clarifications and terms are satisfactory and are hereby accepted. If a Contract or Purchase Order is issued as your approval, it is understood that the price(s), scope of work, conditions, clarifications and terms are approved as noted herein. The signature block below is provided for your convenience, and it is understood that the signatory has authorization to bind Customer to this Contract. By signing below, you agree to the Terms & Conditions listed at the end of this document.

Print Name

Signature

Date

Title

Purchase Order Number

Please contact Benjamin Walters
at bwalters@kobfire.com or 484-239-3088
with any questions.

OUR WORK MAKES YOUR WORK SAFER

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS INCLUDED HEREIN

GENERAL

Upon acceptance of the foregoing proposal and quote (the "PROPOSAL"), by you, the customer ("CUSTOMER"), by executing and returning the PROPOSAL to Encore Fire Protection ("ENCORE"), CUSTOMER shall have agreed to the following TERMS AND CONDITIONS in connection with ENCORE'S provision of products and services (this "AGREEMENT"), whether an inspection, a repair or an installation of fire safety systems (the "FIRE SYSTEM(S)"). If the PROPOSAL is not accepted within thirty (30) days of its date, it may be withdrawn by ENCORE.

SCOPE OF WORK

Unless otherwise specified, the scope of work is limited to accessible devices and system components and to where access can be obtained without restriction at the scheduled time of visit, and does not exceed heights reachable with a 6' ladder.

RESPONSIBILITY OF THE CUSTOMER

It is ultimately the responsibility of the CUSTOMER (such term herein includes all employees, agents and representatives of CUSTOMER) to:

- Properly maintain all but not limited to fire sprinkler, fire alarm, fire suppression systems and/or fire extinguishers, by means of periodic inspections, testing and maintenance, which shall show the FIRE SYSTEM(S) to be in good operating condition and/or reveal any defects or impairments.
- Promptly correct or repair deficiencies noted, damaged parts, or impairments found while performing the inspection and testing of FIRE SYSTEM(S). Corrections and repairs shall be performed by qualified personnel.
- Know the location of all FIRE SYSTEM components including but not limited to: low point drains, portable extinguishers, valves including those above ceiling, and auxiliary drains in attics and/or crawl spaces.
- Notify all parties that may be affected by alarms initiated during inspection, repair, service, maintenance or installation including but not limited to employees, building occupants, the fire alarm monitoring service, and authorities having jurisdiction.
- Manage the disposal of any water or debris released during tests.
- Ensure the safety and security of the site or location where the FIRE SYSTEM(S) are located and at which ENCORE will provide services.
- Maintain the FIRE SYSTEM(S), including but not limited to checking and draining low point drains and drum drips, maintaining adequate low point drains and drum drips, maintaining adequate heat, maintaining proper levels of lubricant, ensuring FIRE SYSTEM(S) are on-line and operating properly, and completing regular maintenance and alterations, repairs or replacement of faulty system components as necessary.
- Have as-built system drawings available on site to assist the technician in identifying FIRE SYSTEM components so that they can be properly located. CUSTOMER is responsible for identifying all FIRE SYSTEM(S) and component locations.
- Unless otherwise specified, pay all applicable local, state and federal taxes, license and permit fees, assessments, and other charges in connection with the FIRE SYSTEM(S).
- Unless otherwise specified, pay any additional costs associated with the inspection, repair, service, maintenance or installation by ENCORE, including costs associated with fire department or other authorities having jurisdiction, rental of lift trucks or other equipment required to gain access to inaccessible FIRE SYSTEM components, and/or maintenance of dedicated phone lines.
- CUSTOMER shall be solely responsible for keeping the FIRE SYSTEM(S) in good operating condition at all times. Final responsibility for the condition and operation of the FIRE SYSTEM(S) is with the CUSTOMER. This includes compliance with all laws, codes and regulations pertaining to the FIRE SYSTEM(S) and/or scope of work provided by ENCORE.

WARRANTY AND LIABILITY

UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ENCORE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No representations made by an employee, agent or representative of ENCORE shall constitute a warranty by ENCORE or give rise to any liability or obligation.

CUSTOMER AGREES THAT ENCORE IS NOT AN INSURER. ENCORE's liability to the CUSTOMER or any of its affiliates, representatives or assigns for personal injury, and/or property damage arising from the performance of any service, including repair, install or inspection, performed by ENCORE shall be limited, to the extent permitted by applicable law, to the amounts charged CUSTOMER for such service, which will be CUSTOMER's sole and exclusive remedy. In the event this AGREEMENT relates to services provided at multiple CUSTOMER locations, ENCORE'S liability shall be limited to the amount of charges allocable to the location where the injury or damage occurred.

In no event shall ENCORE be liable, and the CUSTOMER assumes all liability, for all special, indirect, incidental, consequential, liquidated, or penal damages or any economic loss of any character including but not limited to loss of use of property, lost profits or lost production, whether claimed by the CUSTOMER or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

CUSTOMER shall hold ENCORE harmless from any and all claims by CUSTOMER and from any and all third-party claims for personal injury, and/or property damage arising from the CUSTOMER's failure to maintain FIRE SYSTEM(S) and to keep such in operative condition, whether such claims are based upon contract, warranty, tort, strict liability, or otherwise. It is the sole responsibility of the CUSTOMER to notify their property insurance carrier of any suspension and/or shutdown in service of any FIRE SYSTEM(S). The CUSTOMER agrees to hold ENCORE harmless from any and all losses excluded by any Protective Safeguards Endorsement in ENCORE's insurance policy.

STATE CODES/INDUSTRY STANDARDS

CUSTOMER is ultimately responsible for the operation and maintenance of all FIRE SYSTEM(S) in compliance with the applicable federal, state and/or local standards and codes. ENCORE has made the CUSTOMER aware of the existence of such requirements as set forth by the National Fire Protection Association ("NFPA"), and/or state codes, and/or local regulations where applicable. CUSTOMER acknowledges that it has selected and authorized only the services and service level set forth in the Agreement, regardless of whether such services or service level meets or does not meet applicable requirements.

CUSTOMER shall advise ENCORE prior to the time of the scheduled appointment of the presence or possible presence of any hazardous materials at the site or location at which ENCORE is to provide any service.

PERFORMANCE OF WORK AND ACCESS

Unless otherwise specified, work performed by ENCORE will be completed Monday through Friday between 7:00am - 4:00pm, excluding holidays. Any work that is required to be done outside the hours noted above may result in additional cost to the CUSTOMER. CUSTOMER shall provide ENCORE with full and free access to the FIRE SYSTEM(S) to perform necessary work. If the nature of the work requires, CUSTOMER shall provide ENCORE with access to all spaces containing FIRE SYSTEM(S) equipment.

In the event that the FIRE SYSTEM(S) or any components thereof are located in locked areas or areas where access is limited, the CUSTOMER shall provide an escort capable of accessing the aforementioned areas at will and without disruption to the performance of the work. The escort shall remain in the presence of the ENCORE personnel for the entire duration required as determined by the ENCORE technician.

In the event that the work to be performed by ENCORE requires additional trades, it shall be the sole responsibility of the CUSTOMER to coordinate the necessary trades and ensure they are able to provide contiguous support, at ENCORE'S direction and discretion, for the duration of the work, without disruption. The cost and performance by other trades shall be the sole responsibility of the CUSTOMER.

In the event that ENCORE is unable to perform its work, in part or in full, in the manner planned due to limited access to the FIRE SYSTEMS or their components or as a result of disruption or delay caused by another trade, or any other situation or circumstance that is not directly related to actions or activities of ENCORE employees, added costs for the additional time required to complete the work shall be assessed and be the sole responsibility of the CUSTOMER.

IF ENCORE IS NOT PROVIDED FULL AND FREE ACCESS TO THE FIRE SYSTEM(S) AFTER CONFIRMATION OF APPOINTMENT, VERIFIED WITH CUSTOMER

OUR WORK MAKES YOUR WORK SAFER

THROUGH TELEPHONE OR E-MAIL, AN ADDITIONAL FEE OF NOT LESS THAN 1 HOUR WILL BE CHARGED TO COMPENSATE FOR DELAYS IN ENCORE'S ABILITY TO START AND/OR COMPLETE THE INSPECTION, REPAIR, SERVICE, MAINTENANCE OR INSTALLATION WORK TO BE PERFORMED. THE LABOR RATE WILL BE CHARGED AT ENCORE'S THEN CURRENT SERVICE RATE, UNLESS OTHERWISE SPECIFIED.

MAINTENANCE, REPAIRS, ALTERATIONS, AND REPLACEMENTS

The scope of work and related pricing provided for in the Agreement, unless specifically noted otherwise, does not include any maintenance, repairs, alterations, and replacement or recalibration of parts or any field adjustments, software updates, etc. Should any repairs, alterations, replacement of parts or field adjustments be requested by CUSTOMER, there will be an additional charge for such services and parts. ENCORE shall furnish the CUSTOMER with a written cost estimate before any additional work is performed. ENCORE shall not be responsible or liable to CUSTOMER or any third party in any manner in the event that CUSTOMER declines ENCORE's recommendations for alterations, repairs, field adjustments or replacement of faulty system components.

TESTING OF FIRE SYSTEM(S)

If the services to be provided by ENCORE include installation of FIRE SYSTEM(S) equipment, once installation of the equipment is completed and a record of completion and/or test report has been provided, it is deemed to be in the exclusive possession and control of CUSTOMER, and except for ENCORE's scheduled inspections, it shall be CUSTOMER's responsibility to test the operation of the equipment and to notify ENCORE of any needed equipment repair.

PAYMENT

ENCORE will invoice CUSTOMER separately for the contracted services and any related equipment and CUSTOMER shall pay all invoiced amounts within the time provided in the PROPOSAL or as otherwise directed in the invoice issued for such services and/or equipment (the "INVOICE"). Any CUSTOMER dispute regarding an INVOICE must be raised with ENCORE by CUSTOMER within 15 days of the date of the disputed INVOICE.

ENCORE shall be entitled to impose interest on late payments received by ENCORE, which interest shall accrue daily and compound monthly at 1.5%, but in no event will exceed the highest lawful rate of interest calculated from the date such amount was due until the date payment is received by ENCORE. CUSTOMER shall be responsible for any and all of ENCORE's costs of collection, including but not limited to attorneys' fees.

Timely payment is a condition precedent to ENCORE's obligation to perform or continue to perform the work under this Agreement, and ENCORE may, at its option, suspend any portion or all of the work until all past-due amounts are paid by CUSTOMER. CUSTOMER agrees that ENCORE shall not be liable for any losses, liabilities or damages of any nature which CUSTOMER may suffer or incur as a result of ENCORE's suspension of work.

If the price for any materials or products to be used in an installation or repair increases materially between the date CUSTOMER signs this AGREEMENT and ENCORE's purchase of such materials or products, ENCORE reserves the right to make any increases or adjustments to the prices set forth in the PROPOSAL.

Subcontractor/service provider cannot be held responsible, in any way, for material adverse effects not within their control. Material adverse effects, with respect to this agreement, include but are not limited to national or international health, political or social issues such as national disasters, imposition of sanctions, tariffs, epidemics, pandemics, outbreaks, etc. that could potentially impact the financial outcome of this agreement through delays, increased costs, price gouging, etc. Subcontractor/service provider reserves the right to increase prices set forth in this contract on a dollar-for-dollar basis for any cost escalation associated with any such material adverse effect.

PRICING ADJUSTMENTS DUE TO EXTERNAL FACTORS

We strive to maintain stable pricing; however, our prices are subject to change due to unforeseen external factors beyond our control. These may include, but are not limited to, government-imposed tariffs, changes in import/export duties, significant supply chain disruptions, or other material adverse events. In the event such circumstances lead to increased costs, we reserve the right to adjust pricing accordingly.

DELAYS

ENCORE shall not be liable for any damage or loss sustained by CUSTOMER as a result of ENCORE's failure to perform any obligation under this AGREEMENT, including delay in performing inspections or installation of equipment, equipment failure or for interruption of service, due to electric failure, labor disputes, walk-outs, war, pandemics, acts of God, or other causes.

REPORTS

The inspection and/or test of CUSTOMER'S FIRE SYSTEM(S) shall be completed on ENCORE's then current Report form which shall be given to the CUSTOMER, with a copy, if required, to the authority having jurisdiction. The Report and recommendations by ENCORE are only advisory in nature and are intended to assist CUSTOMER in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the FIRE SYSTEM(S) which require prompt consideration. They are not intended to imply that all other defects or hazards have been identified or that no others exist, or that all aspects of the FIRE SYSTEM(S) and equipment are in operating condition at the time of inspection. Final responsibility for the condition and operation of the FIRE SYSTEM(S) lies with the CUSTOMER.

ADDITIONAL EQUIPMENT

In the event additional equipment is installed after the date of completion of the Agreement, the annual inspection charge shall be adjusted in accordance with ENCORE's prevailing rates as of the first inspection of such additional equipment.

WATER SUPPLY

ENCORE shall not be liable or responsible for the adequacy or condition of the water supply post inspection.

GOVERNING LAW AND JURISDICTION

This AGREEMENT will be governed by and interpreted in accordance with the internal laws of the state or commonwealth in which ENCORE is providing the work under this AGREEMENT (the "STATE"). The parties also agree to submit all disputes arising under this AGREEMENT to the exclusive jurisdiction of the courts of the STATE.

ASSIGNMENT

This Agreement and any terms hereof are not assignable by CUSTOMER without the written consent of ENCORE. ENCORE may assign this Agreement or any terms hereof without CUSTOMER consent.

WORK NOT INCLUDED

Certain additional services may be required by Authorities Having Jurisdiction ("AHJ"). AHJ or internal organizational requirements may be more restrictive than NFPA and/or state and local requirements. It is the CUSTOMER's responsibility to make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these additional requirements.

Additionally, the testing and inspection provided under this AGREEMENT does not include:

1. Testing or inspection of any equipment on a city right of way
2. Testing or inspection of any device(s) in a concealed space or any area not accessible to ENCORE during any inspection
3. Number of devices in excess of device counts provided by CUSTOMER. Devices not reflected in documentation provided are subject to incremental billing based on time needed to access and test them
4. Testing or inspection of any device(s) located in areas that meet confined space requirements as defined by OSHA
5. Fire Alarm disconnect/reconnect fees
6. Fire watch or watch fees from the fire department if required

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**

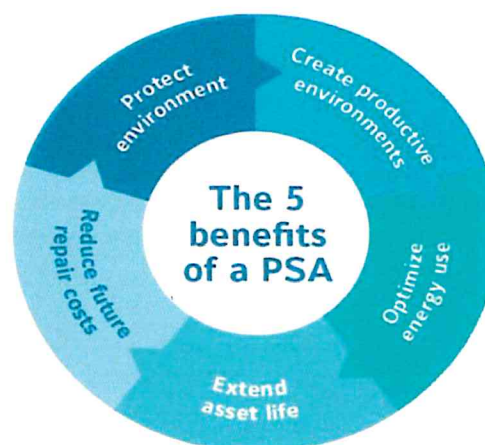
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

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		Services Provided	
Coverage Level: Basic		4 Preventive Maintenance	
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

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/slats/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 shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

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]

BID NOTICE
POCONO TOWNSHIP COMMISSIONERS
MONROE COUNTY, PENNSYLVANIA
2025 MATERIALS BID

Sealed bids will be received by the Pocono Township Board of Commissioners until 9:45 a.m. on Thursday, May 8, 2025 at the Township Municipal Building (112 Township Drive, Tannersville, PA 18372). Bids will be opened and read aloud at 10:00 a.m. on Thursday, May 8, 2025. The Pocono Township Board of Commissioners will consider action on bids received at their regular meeting on Tuesday, May 13, 2025 at 6:00 p.m. for the following:

ITEM #	MATERIAL	DELIVERY	QUANTITY	UNITS
1	2A, DGA, Crushed Stone	FOB	3,000	Ton
1	2A, DGA, Crushed Stone	Delivered	3,000	Ton
2	Cold Patch QPR High Performance	FOB	200	Ton
3	#57, 2B, ¾" Crushed Stone	FOB	200	Ton
3	#57, 2B, ¾" Crushed Stone	Delivered	200	Ton
4	SP Surge	FOB	500	Ton
4	SP Surge	Delivered	500	Ton
5	#1, Ballast, 2-4" Crushed Stone	FOB	500	Ton
5	#1, Ballast, 2-4" Crushed Stone	Delivered	500	Ton
6	2RC Crushed Stone	FOB	500	Ton
6	2RC Crushed Stone	Delivered	500	Ton
7	#3 Crushed stone	FOB	500	Ton
7	#3 Crushed stone	Delivered	500	Ton
8	R-3 Crushed stone - Gabion	FOB	300	Ton
8	R-3 Crushed stone - Gabion	Delivered	300	Ton
9	R-4 Crushed stone	FOB	300	Ton
9	R-4 Crushed stone	Delivered	300	Ton
10	R-5 Crushed stone	FOB	300	Ton
10	R-5 Crushed stone	Delivered	300	Ton
11	R-6 Crushed stone	FOB	300	Ton
11	R-6 Crushed stone	Delivered	300	Ton
12	R-7 Crushed stone	FOB	300	Ton
12	R-7 Crushed stone	Delivered	300	Ton
13	Asphalt 9.5mm pg64s-22 0.0<0.3 (SRL-L)	FOB	2,500	Ton
13	Asphalt 9.5mm pg64s-22 0.0<0.3 (SRL-L)	Delivered	2,500	Ton
14	Asphalt 19mm pg64s-22 0.0<0.3 (SRL-L)	FOB	1,000	Ton
14	Asphalt 19mm pg64s-22 0.0<0.3 (SRL-L)	Delivered	1,000	Ton
15	Asphalt 25mm pg64s-22 0.0<0.3 (SRL-L)	FOB	500	Ton
15	Asphalt 25mm pg64s-22 0.0<0.3 (SRL-L)	Delivered	500	Ton
16	Tack Oil	FOB	1,000	Gallon

Fwd: FW: Address Request - Parcel 12.12.1.22-5 (Andrew Gerheart)

From Lindsay Scerbo <lindsay@sfmconsultingllc.org>
Date Thu 3/13/2025 2:31 PM
To Krisann MacDougall <kmacdougall@poconopa.gov>

----- Forwarded message -----

From: **Monroe Readdressing** <MonroeReaddressing@monroecountypa.gov>
Date: Wed, Feb 19, 2025 at 2:20 PM
Subject: FW: Address Request - Parcel 12.12.1.22-5 (Andrew Gerheart)
To: Lindsay Scerbo <lindsay@sfmconsultingllc.org>

Hello Lindsay,

Any opinions on adding a centerline from Moss Drive? I understand that adding a centerline and choosing a road name may take time and approval from the supervisors.

Let me know your thoughts.

Thanks.

Kim Borger

Addressing Coordinator

monroereaddressing@monroecountypa.gov

570.517.3811

From: Monroe Readdressing
Sent: Thursday, February 13, 2025 3:21 PM
To: 'zoning' <zoning@poconopa.gov>
Subject: RE: Address Request - Parcel 12.12.1.22-5 (Andrew Gerheart)

Hello Lindsay,

Per the map, there are paper roads and additional lots behind TAX ID# 12.12.1.22-5. With the assignment of 7176 Moss Drive there is one available address

number (7178) for future development. Address numbers 7174, 7176, and 7180 are designated.

Please discuss the possibility of adding a centerline from Moss Drive for additional address numbering. If this happens, the 7176 Moss Drive address will change to the new road name.

I will return to the office next Wednesday the 19th. I will not send out the address document 7176 Moss Drive until I receive your thoughts on this issue.

Sincerely,

Kim Borger

E 9-1-1 Addressing Coordinator/Planner

monroereaddressing@monroecountypa.gov

570.517.3811



From: zoning <zoning@poconopa.gov>

Sent: Thursday, February 13, 2025 2:43 PM

To: Monroe Readdressing <MonroeReaddressing@monroecountypa.gov>

Subject: Address Request - Parcel 12.12.1.22-5 (Andrew Gerheart)

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know

the content is safe.

Hi Kim,

Can you please assign an address to the above-referenced parcel? They are looking to construct a new single family dwelling with an estimated construction cost of \$500,000.00.

Please let me know if you need any additional information.

Kind regards,

Lindsay Scerbo, CZO
Zoning Administrator
SFM Consulting LLC

Pocono Township
112 Township Drive
Tannersville, PA 18372
(T) 570-629-1922 ext. 1215
(F) 570-629-7325

www.poconopa.gov

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

POCONO TOWNSHIP PLAN STATUS
04/07/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/Denial	BOC Approval/Denial	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R (4/26/21)	CORE 5-Warner Road Warehouse (Prelim. Plan)	Commercial Land Dev't	Prelim	1/23/2025	Cond. <u>Preliminary</u> Approval 2/28/22	Cond. <u>Preliminary</u> Approval 3/7/22					
1368		2130146R	Stadden Group-Pocoyo Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
PRD TENTATIVE PLAN APPROVAL													
1388		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Revw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Dev't	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017	4/3/2018				
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Dev't	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017	6/5/2018				
1341		1730043R	SAPA Pocoscos 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 11/21/25
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Dev't	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Pending Withdrawal
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 3/25/25	3/25/2026	9/25/2025	12/25/2025		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 3/25/25	3/25/2026	9/25/2025	12/25/2025		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	12/6/2022				
1392	N/A	2130169R	3101 Route 611 (Joe Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/18/2023				
1398		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	11/6/2025	5/6/2025	8/6/2025		Extension Received 10/7/24
1401	POCO-R0630	2330223R (4/8/24)	611 Land Development - Dual Brand Hotel Subdivision	Minor Sub	Final	3/6/2025	Recommended for approval 3/10/25	Conditional Approval 3/25/25	3/25/2026	9/25/2025	12/25/2025		
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Dev't	Prelim	3/6/2025	Recommended for approval 3/10/25	Conditional Approval 3/25/25	3/25/2026	9/25/2025	12/25/2025		

POCONO TOWNSHIP PLAN STATUS
04/07/2025

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
1412	POCO-R0620	2330209R	GWL Employee Housing (4/10/23)	Land Devt	Final	8/11/2023	Conditional Approval 7/10/23	Conditional Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Ertle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/20/2024	Conditional Approval 4/8/24	Conditional Approval 5/6/24	5/6/2025	11/6/2024	2/6/2025		
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recommended for approval 1/13/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		
		-											
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1431	POCO-R0810	-	Iroquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/8/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1434	POCO-R0950	-	Gorski Lot Joiner	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24	12/16/2025	6/16/2025	9/16/2025		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. Encl.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					
LAND DEVELOPMENT WAIVER DENIAL													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					

POCONO TOWNSHIP PLAN STATUS
04/07/2025

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
RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/2022	
1287	POCO-R0613	2230194R	Spirit of Switwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/28/2024	
1364		1930090R	Sanoff 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	Sanoff 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	Switwater Solar (06/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/23	
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/28/21	Conditional Approval 8/2/21				12/21/2022	
1384	N/A	2130152	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/2021	
1385	N/A	2130163R	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	Sanoff Pasteur B83 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 11/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/26/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/2022	
1393	POCO-R0625	2230179R	Cherry Lane Devt Partners (Mawa-Tannersville Inn) (8/8/21)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Sleele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/2022	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/2022	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/2022	
1400	POCO-R0611	2230185R (6/27/22)	Neighborhood Hospital Golden Slipper Rd (Emhree)	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	Sanoff Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	Farda Realty SR 0715 (9/11/23)	Minor Sub.	Final	9/18/2023	Conditional Approval 10/10/23	Conditional Approval 10/18/23				10/31/23	

POCONO TOWNSHIP PLAN STATUS
04/07/2025

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
1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolida. (10/10/23)	Land Devt & Lot Consolida.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/16/24				10/30/2024	
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolida.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/24	
1426	POCO-R0750	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	1/14/2025	Recommended for approval 2/10/25	Approved 2/16/25				3/31/2025	
1427	POCO-R0760	-	Wehr Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/9/24				10/28/25	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/9/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/6/2025	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/24	
1433	POCO-R0920	-	Terrey - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/24	
1435	POCO-R0960	-	Persileo Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24				1/21/2025	

POCONO TOWNSHIP PLAN STATUS
04/07/2025

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 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	Zlito & 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 11/21/2022
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	11/10/2023							Application Withdrawn

POCONO TOWNSHIP PLAN STATUS
04/07/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 Rt 0611 Apartments Land Development	Land Devt					8/5/2021			
1402		2230188R	Iroquois Ridge	Major Sub, Land Devt					6/22/2022			
1403		2230189R	Lands of D E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417		2330228R	Harmony Domes 310 Hallet Road	Land Devt					8/29/2023			
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scotrun Avenue	Land Devt					11/25/2025			
1439	POCO-R1090	-	Summit Road Solar Array	Land Devt					1/29/2025			
Final Plans Under Consideration												
1444	POCO-R1150	-	2054 Route 611 Minor Subdivision	Minor Sub.	Final							Application rec'd 3/28/25
Preliminary Plans Under Consideration												
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	3/10/2025		60 day ext. rec'd 3/6
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Devt	Prelim/Final	6/12/2025	5/12/2025	6/2/2025	2/7/2025	3/10/2025		Phase B - 60 day ext. rec'd 3/4
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	3/10/2025		90 day ext. rec'd 1/13

POCONO TOWNSHIP PLAN STATUS
04/07/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Review Period Expires	Last PC Mtg	Last BOC Mtg	Latest Comment Letter	Last Meeting Tabled	PC Rec. Approve/Deny	Comments
1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Prelim/Final	5/8/2025	4/14/2025	5/5/2025	2/3/2025	3/10/2025		Extension to 5/8 rec'd 3/5
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	5/31/2025	5/12/2025	5/19/2025	10/22/2024	3/10/2025		Extension to 5/31 rec'd 3/4
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	6/2/2025	5/12/2025	6/2/2025	8/15/2024	3/10/2025		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	3/10/2025		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	3/10/2025		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	3/10/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

POCONO TOWNSHIP PLAN STATUS
04/07/2025

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												
1440	POCO-R1100	-	Defazio Lot Joinder - 5120 Laurel Loop (2/3/25)	Lot Comb.	Final	5/4/2025	N/A	4/21/2025	3/19/2025		N/A	
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	5/4/2025	N/A	4/21/2025	3/11/2025		N/A	
1442	POCO-R1120	-	Mendez Lot Consolidation - 267 Laurel Lake Road (2/3/25)	Lot Comb.	Final	5/4/2025	N/A	4/21/2025	3/18/2025		N/A	
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												