



POCONO TOWNSHIP COMMISSIONERS

AGENDA

May 13, 2025 | 6:00 p.m.

112 Township Drive, Tannersville, PA

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

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

Announcements

- An executive session was held prior to this meeting to discuss personnel.
- The Township offices will be closed to the public May 20th and May 21st in order to begin facilitating the movement of files to the new building location. Services will resume on Thursday, May 22nd.
- 1124 Sky View Drive Mono-pine Tower (LDP# 1424) – Plans were administratively accepted at the 4/8/24 P.C. meeting with approval deadline of June 2, 2025. **This project has been withdrawn by the applicants.**

Presentations

- 611 Land Development LLC – Waiver Requests and Plan Revisions (Possible Action Item)

Hearings

Resolutions

- Motion to approve Resolution 2025-07 Granting Conditional Approval of the 611 Land Development LLC Dual Brand Hote Lot 2 LDP. **(Possible Action Item)**
- Motion to approve Resolution 2025-16 Authorizing the submission of Greenways, Trails, and Recreation Program (GTRP) Grant Application to the Commonwealth Financing Authority. **(Possible Action Item)**
- Motion to approve Resolution 2025-17 Authorizing the submission of a PA small water and sewer program grant application from the Commonwealth Financing Authority and designating township officials to take action. **(Possible Action Item)**

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the April 21, 2025 regular meeting of the Board of Commissioners.
 - Financial transactions through May 13, 2025 as presented, including ratification of expenditures in the amount of \$301,605.60 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 accept Lateral Transfer program for PTPD as approved by Labor Council **(Possible Action Item)**
- Motion to accept Off-Duty Injury Policy for PTPD, as approved by Chief Wagner & Labor Council **(Possible Action Item)**
- Motion to accept Act 120 Sponsorship program for PTPD **(Possible Action Item)**
- Motion to accept & approve the following Pocono Township Police Department policies: Control Devices, Conducted Energy Device, Officer Involved Shootings, Firearms, Foot Pursuits, Officer Response to Calls, Canines, Domestic Violence, Child Abuse, Adult Abuse, Discriminatory Harassment, Public Alerts, Victim & Witness Assistance, Hate Crimes, Standards, of Conduct, Information Technology, Department Use of Social Media, Report Preparation, Media Relations, Subpoenas & Court Appearances, Part-Time Officers, Outside Agency Assistance, Registered Offender Information. (As approved by Labor Council & Pocono Township Civil Service Commission) **(Possible Action Item)**

Commissioner Comments**Natasha Leap – Vice President****Ellen Gndt – Commissioner**

- Update – Solar Field
- Update – Kennel
- Discussion regarding public comment

Brian Winot – Commissioner

- Motion to enter into an agreement with Enterprise Leasing for Fleet Lease/Purchasing/upfit. **(Possible Action Item)**

Mike Velardi – Commissioner**Reports****Zoning – SFM Consulting - Report Attached**

- Motion to authorize the zoning office to conduct an inspection at 126 North Lane for a potentially dangerous structure. **(Possible Action Item)**
- Motion to authorized zoning and legal to proceed with a settlement agreement with the owner of the property located at 145 Marcelle Terrace. **(Possible Action Item)**

Quarterly Fire Report – Assistant Chief – Cory Sayer**Police – Chief James Wagner (First Meeting of Month)**

- Motion to purchase Total ID Solutions machine for Child Fingerprinting systems in the amount of \$5,995.00 to be taken from the Emergency Management Capital. **(Possible Action Item)**

Township Manager's Report – Jerrod Belvin

- Update Green Light Go
- NCC Update
- UST Inspection & Update

Public Works/Sewer Report – Patrick Briegel

- Sewer Business Update
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects
- Motion to approve hiring T&M Services for Integration and Communications. **(Possible Action Item)**
- Motion to approve the purchase of a new 2025 Peterbilt Chassis and upfit. **(Possible Action Item)**
- Motion to approve the purchase of a transportable flow meter from Hartco Environmental LLC in the amount of \$11,058.00. **(Possible Action Item)**
- Motion to adopt "Sourcewell" as part of the official procurement process policy. **(Possible Action Item)**

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

- Motion to waive Pavilion Fee's for the Hamilton Day Lodge for July 30th (Possible Action Item)
- Motion to waive Pavilion Fee's for the Pocono Mountain East Jr. High Emotional Support for May 23rd. **(Possible Action Item)**
- Motion to waive Pavilion Fee's for the Pocono Mountain East High School Volleyball Team 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.

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

- Sewer Business Update
- General legal update
- Motion to Authorize the County to re-issue separate tax code numbers for each of the five separate lots for the Grace United Church of Christ in order to be put back on the tax rolls. **(Possible Action Item)**
- Update – Archer Lane
- Learn Road Easement Process
- TASA Sidewalk Update – Easements

Public Comment**Adjournment**

Beaty, Don

From: Sbrolla, Philip <PSbrolla@PostSchell.com>
Sent: Wednesday, April 30, 2025 5:25 PM
To: Beaty, Don
Cc: Greg Hines; Beaty, Norma; Juliana Mahlmeister
Subject: SBA Option & Lease Agreement Termination; PA21900-S

Dear Mr. Beaty,

As you may be aware, I have represented SBA Towers X, LLC (hereinafter "SBA") in connection with the land development efforts to construct a communication tower on property that you own with Mrs. Beaty. Pursuant to your request, SBA agrees to terminate the Option & Lease Agreement. SBA is also withdrawing the Land Development Application that is currently pending before Pocono Township.

You will be receiving a more formal termination notice from SBA directly. SBA will also be filing an appropriate termination notice that will be filed with the Monroe County Recorder of Deeds.

Please let me know if you have any questions.

Thank you.

Philip J. Sbrolla
Principal
Post & Schell, P.C.
One Oxford Centre
301 Grant Street
Suite 3010
Pittsburgh, PA 15219

412-506-6377 (Phone)
412-874-7196 (Cell)
412-506-6379 (Fax)
PSbrolla@PostSchell.com
www.postschell.com

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RE: [External] Extension Letter - 1124 Sky View Dr. Mono-pine Tower LDP 1424

From Sbrolla, Philip <PSbrolla@PostSchell.com>

Date Wed 4/30/2025 5:24 PM

To Krisann MacDougall <kmacdougall@poconopa.gov>

Cc Juliana Mahlmeister <JMahlmeister@sbsite.com>; Lisa Pereira - Broughal & DeVito, LLP
(lisapereira@broughal-devito.com) <lisapereira@broughal-devito.com>

Krisann,

SBA Towers X, LLC hereby withdraws its pending land development application without any further consideration by Pocono Township. Please let us know what we need to do so that the escrow funds currently held by Pocono Township can be refunded to SBA.

Thank you for your cooperation over the past eighteen months.

Please let me know if you have any questions.

Thanks,

Phil

Philip J. Sbrolla

Principal

Post & Schell, P.C.

One Oxford Centre

301 Grant Street

Suite 3010

Pittsburgh, PA 15219

412-506-6377 (Phone)

412-874-7196 (Cell)

412-506-6379 (Fax)

PSbrolla@PostSchell.com

www.postschell.com

From: Juliana Mahlmeister <JMahlmeister@sbsite.com>

Sent: Wednesday, April 30, 2025 8:52 AM

To: Krisann MacDougall <kmacdougall@poconopa.gov>

Cc: Sbrolla, Philip <PSbrolla@PostSchell.com>

Subject: RE: [External] Extension Letter - 1124 Sky View Dr. Mono-pine Tower LDP 1424

ALERT: This message originated outside of Post & Schell's network. BE CAUTIOUS before clicking any link or attachment.

Good morning [@Krisann MacDougall](#),

Thank you for reaching out.

We will have a meeting today at 4pm to make a decision regarding the continuance of this project. By COB I will get back to you with an update.

Have a nice Wednesday and thank you once again for your diligence,

Juliana Mahlmeister

Site Development Specialist II - New Builds

786.716.1212 + T

From: Krisann MacDougall <kmacdougall@poconopa.gov>

Sent: Wednesday, April 30, 2025 7:47 AM

To: Juliana Mahlmeister <JMahlmeister@sbsite.com>; crobinson@labelapc.com

Subject: [External] Extension Letter - 1124 Sky View Dr. Mono-pine Tower LDP 1424

Good morning,

I received a call a couple of weeks ago regarding an extension letter being sent out for the above referenced project. The township has not received anything to date.

Regards,

Krisann MacDougall, Notary

Asst. Secretary, Alt. RTK Officer

PMCOG Secretary

POCONO TOWNSHIP

112 Township Dr.

Tannersville, PA. 18372

(570)629-1922x1216

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REQUEST FOR MODIFICATION -Waiver #2

NAME OF APPLICANT: 611 Land Development, LLC

NAME OF SUBDIVISION/LAND DEVELOPMENT: Lot #2 – Dual Brand Hotel by Marriott- Final Land Development Plan

SECTION OF SUBDIVISION AND LAND DEVELOPMENT ORDINANCE INVOLVED:

Ordinance No. 2022-06 Stormwater Management Ordinance, Section 365-10 (l) Buffers, Section 365.10 (l) 8 Streams a, b, c

a.) Stream buffer delineation. A fifty-foot buffer, measured perpendicular to and horizontally from the top -of -bank on all sides of any stream, shall be maintained on all sides of any stream, with the exception of the Pocono Creek, where the buffer shall be 75 feet, measured perpendicular to and horizontally from the top -of - bank on all sides of the Pocono Creek. In addition, where the 100 feet of land adjacent to the edge of a stream has an average upland slope greater than 5%, the minimum buffer width shall be increased by four feet for each percent of slope at or above 5%, subject to a maximum cumulative buffer of 100 feet. See Figure 365- 10l, below.

b) Permitted activities/ development. 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.

c) The area of the buffer altered by activities permitted in accordance with 365- 10l(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- 10l(8)(b). This twenty-percent 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).

JUSTIFICATION FOR RELIEF:

As depicted on the attached Sketch Plans SK-3 and SK-4, there is a total disturbance of the stream buffer of 16,537 SF within Pocono Township. The buffer as shown on the plans is 100 feet wide, due to the upstream slopes on the property. There is 7,824 SF of disturbance on Lot #1 and 8,713 SF of disturbance on Lot #2.

Of the 8,713 SF of disturbed stream buffer on Lot #2, 2.862 SF of the disturbance is for the installation of the outlet pipe and rock apron from Constructed Wetland Basin #1, diversion swale #1, and the removal and replacement of the existing 12" TCP Pipe with a new headwall & 18" SLCPP storm sewer just upstream of existing culvert A along S.R. 0611. The discharge from the basin needs to flow into existing water course E in order for the water course to have base flow as well as providing runoff to sustain the adjacent wetland area.

On Lot #2, the remaining 5,851 SF of stream buffer disturbance consists of 1,413 SF pavement and 4,438 SF of vegetative embankment areas, necessary to facilitate the construction of the proposed access drive and parking areas. The location of the proposed driveway is fixed to avoid the deceleration lane being installed by the Wawa developer. Per the approved traffic study by PennDOT, the proposed hotel also needs to install a deceleration. The location of the drive is positioned to avoid impacting the Frantz Road intersection with our deceleration lane as well.

Due to the existing topography, existing water courses, and wetlands that exist on the property, the proposed project has been designed to minimize the amount of disturbance on the site. Of the overall site being 46.503 acres, site a total of 6.285 acres of disturbance is proposed. Water courses E and D are located on the north side of the property and have an overall drainage area of 28.134 acres. More of the stream buffer disturbance occurs on the north side of Lot #2 to avoid disturbance of water course C. The majority of the stream buffer within this portion of the property has been disturbed by the prior use of the property as well. Watercourse C bisects the property. Watercourse C has an overall drainage of 65.368 acres and has more natural stream characteristics. The majority of the disturbance is due to the replacement of existing Culvert C and

On Lot #1, the total stream buffer area disturbance is 7,824 SF. There is 7,154 SF of stream buffer disturbance to remove the existing gravel drive, existing house, shed, and chicken coop on the property. Once the structures are removed the areas will be seeded. A total of 3,625 SF of gravel and impervious will be eliminated. Within the same disturbed area, 430 SF of a new sidewalk is being installed along S.R. 0611 as requested by Pocono Township. Restoring the stream buffer is a permitted activity. The total reduction of impervious coverage for Lots #1 and #2 within the 100' stream buffer is 1,782 SF.

The remaining stream disturbance of 623 SF on Lot#1, is along the north side of the property adjacent to S.R. 0611, to facilitate the construction of the new sidewalk along S.R. 0611 as required by Pocono Township. This area was previously disturbed during the construction of the gravity and force main sewer lines.

Is the hardship self-imposed? ____ Yes **X** No

Is the hardship related to financial issues? ____ Yes **X** No

Will relief from the referenced section of the Subdivision and Land Development Ordinance alter the intent of the Ordinance?

Yes ____ No **X** Explain:

Removing the existing impervious and gravel areas on Lot #1, offsets the proposed impervious area on Lot #2 along with the sidewalk along S.R. 0611. The total stream buffer on Lots #1 and #2 in both Hamilton and Pocono Township is 307,720 SF or 7.064 acres. The total proposed disturbance of the stream buffers in both municipalities is 26,862 SF or 0.617 acres. The equates to be only 8.73% of the total stream buffers. Per the ordinance, a total of 20% of the stream buffers can be disturbed.

Per the NPDES Permit requirements, a total of 2.090 acres of Riparian Forested Buffer Planting will be installed along watercourses C and F, as well to offset the impact of any disturbance within 150' of the existing water course. The proposed Stormwater BMPs for the development also reduce the pollutant loading of TSS, Total Phosphorus, and Total Nitrogen for the 2.090 acres of the riparian buffer disturbed as well.

REQUEST FOR MODIFICATION -Waiver #2

NAME OF APPLICANT: 611 Land Development, LLC

NAME OF SUBDIVISION/LAND DEVELOPMENT: Lot #2 – Dual Brand Hotel by Marriott- Final Land Development Plan

SECTION OF SUBDIVISION AND LAND DEVELOPMENT ORDINANCE INVOLVED:

Ordinance No. 2022-06 Stormwater Management Ordinance, Section 365-10 (l) Buffers, Section 365.10 (l) 6 Wetlands a, b, c

a) Wetland identification. Wetlands shall be identified in accord with the 1987 United States Army Corps of Engineers Manual for Identifying and Delineating Wetlands, as amended, and properly flagged and surveyed on site to ensure they are protected.

1) Wetlands in an artificial watercourse. Wetlands contained within the banks of an artificial watercourse shall not be considered for buffer delineation purposes.

2) Wetlands in a natural watercourse. For wetlands contained within the banks of a natural watercourse, only the stream buffer shall apply.

b) Wetland buffer delineation. A fifty -foot buffer, measured perpendicular to and horizontally from the edge of the delineated wetland, shall be maintained for all wetlands, with the exception of the Cranberry Bog, where the buffer shall be 75 feet measured perpendicular to and horizontally from the edge of the Cranberry Bog. In addition, where the 300 feet of land adjacent to the edge of a delineated wetland has an average upland slope greater than 5%, the minimum buffer width shall be increased by four feet for each percent of slope at or above 5%, subject to a maximum cumulative buffer of 100 feet.

1) Permitted activities/development. 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.

2) The area of the wetland buffer altered by activities permitted in accordance with Subsection l(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 l(6)(b)[1]. This twenty -percent 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).

JUSTIFICATION FOR RELIEF:

As depicted on the attached Sketch Plans SK-3 and SK-4, there is a total disturbance of the wetland buffer of 4,369 SF within Pocono Township. The buffer as shown on the plans is 100 feet wide, due to the upstream slopes on the property. The wetland buffer as shown is beyond the stream buffer. There is 185 SF of disturbance on Lot #1 and 4,184 SF of disturbance on Lot #2.

Of the 4,184 SF of disturbed wetland buffer on Lot #2, 1,111 SF of the disturbance is for the installation of the outlet pipe from Constructed Wetland Basin #1 and diversion swale #1. The discharge from the basin needs to flow into existing water course E in order for the water course to have base flow as well as providing runoff to sustain the adjacent wetland area.

The remaining 3,073 SF of wetland buffer disturbance on Lot #2 consists of 2,137 SF pavement and 936 SF of vegetative embankment areas, necessary to facilitate the construction of the proposed access drive and parking areas.

Due to the existing topography, existing water courses, and wetlands that exist on the property, the proposed project has been designed to minimize the amount of disturbance on the site. Of the overall site being 46.503 acres, site a total of 6.285 acres of disturbance is proposed. Water courses E and D are located on the north side of the property and have an overall drainage area of 28.134 acres. More of the wetland buffer disturbance occurs on the north side of Lot #2 to avoid disturbance of water course C. Watercourse C bisects the property. Watercourse C has an overall drainage of 65.368 acres and has more natural stream characteristics. The majority of the disturbance is due to the replacement of existing Culvert C and

On Lot #1, the total wetland buffer area disturbance is 185 SF, which is for the removal of the chicken coop and gravel drive. When factoring in the existing impervious removed in the stream and wetland buffers, there is only an increase of 195 SF of impervious coverage for Lots #1 and #2, which factors in the 430 SF of proposed sidewalks along S.R. 0611, which is a requirement from Pocono Township.

Is the hardship self-imposed? ____ Yes X No

Is the hardship related to financial issues? ____ Yes X No

Will relief from the referenced section of the Subdivision and Land Development Ordinance alter the intent of the Ordinance?

Yes ____ No X Explain:

The total wetland buffer on Lots #1 and #2 in both Hamilton and Pocono Township is 166,400 SF or 3.820 acres. The total proposed disturbance of the wetland buffers in both municipalities is 20,850 SF or 0.479 acres. This equates to be only 12.50% of the total wetland buffers. Per the ordinance, a total of 20% of the wetland buffers can be disturbed.

Per the NPDES Permit requirements, a total of 2.090 acres of Riparian Forested Buffer Planting will be installed along watercourses C and F, as well to offset the impact of any disturbance within 150' of the existing water course. The proposed Stormwater BMPs for the development also reduce the pollutant loading of TSS, Total Phosphorus, and Total Nitrogen for the 2.090 acres of the riparian buffer disturbed as well.

No wetlands are proposed to be disturbed on either Lot #1 or Lot #2. The volume of runoff to the wetlands will remain similar to existing conditional. The rate of runoff to the existing wetland

adjacent to the water courses D & E was reduced to account for the limited capacity of existing culvert A.

As indicated on the plans, the total Preservation Areas, 50' wide stream easements, and slope easements within Hamilton, Pocono, and Stroud Township for Lots #1 and #2 are 858,934 SF or 19.718 acres. This represents 42.4% of the overall parcel, which excludes the disturbance of any wetland buffers.

SYMBOLS

- 50' STREAM BUFFER DISTURBANCE IN HAMILTON TWP.
- 75' STREAM BUFFER DISTURBANCE IN HAMILTON TWP.
- 50' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.
- 75' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.
- 100' STREAM BUFFER DISTURBANCE IN HAMILTON TWP.
- 100' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.
- 100' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.

TAX ID 12.21.26-2
N/F LANDS OF
611 LAND DEVELOPMENT, LLC
2501/3685-9593
NORDBORN SECTION
PARCEL 1
12.21.26-2
2,019,697 SF
46.366 AC
LOT #1
1,821,958 SF OR
41.826 ACRES
TOTAL 2,025,666 SF
46.503 AC

DUAL BRAND HOTEL
BY MARRIOTT
LOT #2
19,012 SQ. FT.
126 PARKING SPACES
FTE = 768.20
203,708 SF OR 20 ROOMS
4.676 ACRES
BUILDING HEIGHT = 49'-8"

SYMBOLS

- STREAM AND WETLAND BUFFERS
- LIMIT OF DISTURBANCE





SYMBOLS



- 50' STREAM BUFFER DISTURBANCE IN HAMILTON TWP.
- 75' STREAM BUFFER DISTURBANCE IN HAMILTON TWP.
- 50' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.
- 75' WETLAND BUFFER DISTURBANCE IN HAMILTON TWP.
- 100' STREAM BUFFER DISTURBANCE IN POCONO TWP.
- 100' WETLAND BUFFER DISTURBANCE IN POCONO TWP.

SYMBOLS

- LIMIT OF DISTURBANCE

SK-4

STREAM AND WETLAND BUFFERS



SR 611
34' BITUMINOUS CANTHWAY
14' WIDENING & IMPROVEMENT WAY
SCALE IN FEET

BUILDING HEIGHT = 49'-8"
4 STORIES
126 PARKING SPACES
FFE = 769,200
LOT #2 - 19,012 SQ. FT.
203,708 SF OR 20 ROOMS
4.676 ACRES

DUAL BRAND HOTEL
BY MARRIOTT

LOT #1 SOUTH

LOT #2

LOT #3

LOT #4

LOT #5

LOT #6

LOT #7

LOT #8

LOT #9

LOT #10

LOT #11

LOT #12

LOT #13

LOT #14

LOT #15

LOT #16

LOT #17

LOT #18

LOT #19

LOT #20

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-07

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

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

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

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

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

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

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

1. SALDO Section 390-55.F.(1)(a) and Table 390-55-1 – Landscaped Property Line Buffer. *Applicant is granted a partial waiver to allow the use of existing woodlands towards the required buffer along the western property line and the northern property line.*

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

1. SMO Sections 365-10.I.(6)(b)[1] and [2] – Wetland Buffers. *Applicant shall be allowed to perform unpermitted activities within the required wetland buffer as shown on the Plan.*
2. SMO Sections 365-10.I.(8)(b) and (c) – Stream Buffers. *Applicant shall be allowed to perform unpermitted activities within the required stream buffer as shown on the Plan.*

That the “Final Land Development Submission for Lot #2 – Dual Brand Gotel by Marriott, S.R. 0611 and Frantz Road, 611 Land Development, LLC” as shown on the

preliminary land development plan prepared by Devco Infra LLC, dated March 7, 2024, as revised, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer's letters dated May 7, 2024, December 5, 2024 and March 6, 2025.
2. The applicant shall enter into an 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. Prior to the recording of the Plan, the applicant shall pay all necessary fees associated with the Plan, including but not limited to a fee in lieu of dedicating open space in the amount of \$_____, any outstanding plan account charges, and all professional services fees.
6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
8. The applicant shall meet all conditions of the 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.
9. 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

POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA
RESOLUTION

RESOLUTION NO, 2025-16

A RESOLUTION AUTHORIZING THE SUBMISSION OF GREENWAYS, TRAILS,
AND RECREATION PROGRAM (GTRP) GRANT APPLICATION
TO THE COMMONWEALTH FINANCING AUTHORITY

Remove 1/9/2025

BE IT HEREBY RESOLVED that Pocono Township of Monroe County, Pennsylvania, approves the submission of the Greenways, Trails, and Recreation Program (GTRP) grant not to exceed \$250,000 to the Commonwealth Financing Authority to be used for the TLC Sensory and ADA accessibility Improvements Phase 1 project.

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

I, (name), duly qualified Secretary of Pocono Township of Monroe County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Pocono Township Board of Commissioners at a regular meeting held (Date) and said Resolution has been recorded in the Minutes of Pocono Township and remains in effect as of this date.

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

ATTEST:

Township of Pocono

Board of Commissioners

BY: _____

BY: _____

Jerrod Belvin

Richard Wielebinski

Township Manager

President

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

RESOLUTION NO, 2025-17

**AUTHORIZING THE SUBMISSION OF A PENNSYLVANIA
SMALL WATER AND SEWER PROGRAM GRANT APPLICATION FROM THE
COMMONWEALTH FINANCING AUTHORITY AND DESIGNATING TOWNSHIP
OFFICIALS TO TAKE ACTION IN SUPPORT OF SUCH APPLICATION**

Be it RESOLVED that Pocono Township of Monroe County hereby request a PA Small Water and Sewer Program grant of \$500,000 from the Commonwealth Financing Authority to be used to purchase and install a 400kW emergency backup generator with an automatic transfer switch at the rear of the building to provide emergency power during disasters.

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

I, Jerrod Belvin, duly qualified Secretary of Pocono Township of Monroe County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Pocono Township Board of Commissioners at a regular meeting held May 13, 2025 and said Resolution has been recorded in the Minutes of Pocono Township and remains in effect as of this date.

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

Attest:

Township of Pocono
Board of Commissioners

By: _____
Jerrod Belvin
Township Manager

By: _____
Richard Wielebinski
President

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

The regular meeting of the Pocono Township Board of Commissioners was held on April 21, 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, 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; Donna Kenderdine, Stenographer.

Public Comment

Wayne Majors (Resident) – Thanked everyone for their service to the community. He asked the board to consider forming a committee to assess the damage throughout the township regarding dead trees and their potential should a major weather event take place.

Charles Kepler (Resident) – Commented on the absence of the call in option on the agenda and if/when it will be available again. R. Wielebinski explained and stated that we are hoping to have it available once again by June.

Cheryl Parks (Resident) – Updated everyone that the Dog Warden was transferred to another district closer to her home. The new Warden did check on the situation. The Kennel now has 11 adult dogs registered & a litter of 9 puppies on January 1st. She is concerned about the unsanitary conditions and odor and believes they are operating as a business, not a hobby. She feels the township should revisit this situation.

Announcements

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

Presentations

R. Wielebinski made a motion, seconded by N. Leap to appoint Dee Ackerman from the Zoning Hearing Board Alternate position to the full member of the Zoning Hearing Board. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by M. Velardi, to appoint Doug Olmstead to the position of Alternate with the Zoning Hearing Board. All in favor. Motion carried.

Hearings

Hearing #1

- R. Wielebinski made a motion, seconded by B. Winot, to open the hearing to consider for approval the request of NFERRARO, LLC, for an intermunicipal transfer of Restaurant Liquor License No. R-21177 to their proposed restaurant facility located at 2797 Route 611, Tannersville, PA. and consider for adoption a Resolution approving the transfer of Restaurant Liquor License No. R-21177 into Pocono Township, Monroe County from the Borough of Mt. Pocono, Monroe County. All in favor. Motion carried.

- 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 request of NFERRARO, LLC, for an intermunicipal transfer of Restaurant Liquor License No. R-21177 to their proposed restaurant facility located at 2797 Route 611, Tannersville, PA. and consider adopting a Resolution approving the transfer of Restaurant Liquor License No. R-21177 into Pocono Township, Monroe County from the Borough of Mt. Pocono, Monroe County. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-14 for the transfer of Pennsylvania Restaurant Liquor License No. R-21177 into Pocono Township from the Borough of Mount Pocono. All in favor. Motion carried.

Hearing #2

- R. Wielebinski made a motion, seconded by N. Leap, to open the hearing to consider for approval the request to consider a waiver request from the provisions set forth under 25 PA Code §72.33 Well isolation distance exception by Michael Persoleo, owner of and involving real property known as 1375 Waterview Dr. Scotrun, PA. All in favor. Motion carried.
- L. DeVito explained the process.
- 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 Well Isolation waiver for the real property known as 1375 Waterview Dr. Scotrun, PA. All in favor. Motion carried.

Hearing #3

- 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.
- 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 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 #4

- R. Wielebinski made a motion, seconded by B. Winot, 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.
- 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 90, Airport Zoning 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 129, Burning, Open; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments.

- 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 B. Winot, 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 #6

- 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.
- 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 #7

- 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.
- 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 212 Furnaces, Outdoor adding additional provision for nuisance to the Ordinance and repealing all ordinances inconsistent therewith. All in favor. Motion carried.

Hearing #8

- R. Wielebinski made a motion, seconded by B. Winot, 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.
- 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 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.

Hearing #9

- R. Wielebinski made a motion, seconded by M. Velardi, to open the hearing to amend Ordinance, Chapter 230 Insurance Proceeds; Emergency Responses and Alarms; additional provisions for nuisances. All in favor. Motion carried.
- 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 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 #10

- 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.
- 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 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 #11

- 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.
- 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 250 Maintenance of Properties adding additional provision 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 302 Transient Dwelling Use of Single-Family Dwellings; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments.
- 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 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 #13

- R. Wielebinski made a motion, seconded by M. Velardi, 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.
- 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 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 #14

- 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.
- 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 356 Solid Waste 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 B. Winot, to open the hearing to amend Ordinance, Chapter 365 Stormwater Management; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments.
- 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 365 Stormwater Management 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 382 Structures, dangerous; adding additional provisions for nuisances. All in favor. Motion carried.
- 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 382 Structures, dangerous 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 N. Leap, to open the hearing to amend Ordinance, Chapter 404 Tires; adding additional provisions for nuisances. All in favor. Motion carried.
- Board Comments & Public Comments.
- 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 404 Tires adding additional provisions for nuisance to the Ordinance and repealing all Ordinances inconsistent therewith. All in favor. Motion carried.

Resolutions

- R. Wielebinski made a motion, seconded by E. Gndt, to table Resolution 2025-07 Granting conditional approval of the 611 Land Development, LLC Dual Brand Hotel Lot 2 Land Development Plan. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve Resolution 2025-12 Granting Conditional Approval of the Amended Swiftwater Solar LDP Phase B. Discussion was had by the board and engineer. Roll Call: R. Wielebinski, aye; M. Velardi, aye; N. Leap, aye; B. Winot, aye; E. Gndt, nay. Motion carried.
- R. Wielebinski made a motion, seconded by B. Winot, to approve Resolution 2025-13 for preparation & Submission of Declarations of Taking & Related Documentation for the Condemnation of Land for Right of Way for Public Traffic Improvements. E. Gndt asked for clarification of location. L. DeVito and J. Belvin explained that it is only for the utility easements on each of the properties. Roll Call: R. Wielebinski, aye; B. Winot, aye; M. Velardi, aye; N. Leap, aye; E. Gndt, nay. Motion carried.

Consent Agenda

- R. Wielebinski made a motion, seconded by M. Velardi, to approve a consent agenda of the following items: Old business consisting of the minutes of the April 7, 2025 regular meeting of the Board of Commissioners. Financial transactions through April 21, 2025 as presented, including ratification of expenditures in the amount of \$679,837.48 for the following accounts: General Fund, Sewer Operations, Gross Payroll, Capital Reserve, Construction Fund, Transfers. All in favor. Motion carried.

Commissioner Comments

Richard Wielebinski – President

- R. Wielebinski made a motion, seconded by M. Velardi, to award the 2025 Seal Coat Bid to Asphalt Maintenance Solutions. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to accept & approve the following Pocono Township Police Department Policies: Use of Force, Training, Supervision Staffing Levels, Retiree Concealed Firearms, Organizational Structure & Responsibility, Handcuffing & Restraints, Electronic Mail, Departmental Directives, Administrative Communications (As approved by Labor Council & Pocono Township Civil Service Commission) All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to have Township Solicitor send a trespass/ban from all Pocono Township parks to Kyle Whitmore. All in favor. Motion carried. A lengthy discussion was had between the board, solicitor, manager, and public works director on this matter prior to voting.
- R. Wielebinski made a motion, seconded by M. Velardi, to award the Learn Road Roundabout project to Northeast Site Contractors with a winning bid of \$335,411.50. B. Winot abstained from the vote. All other board members approved. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to table until July having the sewer engineer, public works director, and SEO explore extending water and sewer service to Pocono Laurel Lakes Property Owners Association. All in favor. Motion carried. Tom Kramer, Vice President of the HOA stated that the association will meet in June to discuss this matter. N. Leap asked for the status of a prior open discussion for potential of some developer fees for the sewer being offset to help normal homeowners. Clarification, developer reservation fees not sewer fees. A lengthy discussion was had.
- R. Wielebinski made a motion, seconded by M. Velardi, to open the meeting to add a Resolution 2025-15. All in favor. Motion carried. This would allow the township to provide a new emergency generator at the new NCC, Municipal Building.
- R. Wielebinski made a motion, seconded by M. Velardi to approve Resolution 2025-15 to authorize the submission of a Pennsylvania small water and sewer program grant application from the Commonwealth Financing authority and designated the township officials to take action in support of such application. All in favor. Motion carried.

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – SBA Cell Tower – No update – B. Winot questioned the special exception expiration date and the conditions. Further discussion was had with the board and engineer regarding the access road and the fact that none of the engineers' comments have been formally addressed by SBA in approximately 6 months.
Special exception for cell towers was discussed between the Board of Commissioners in length.
- Discussion and possible motion to exclude cell towers from essential services.

Brian Winot – Commissioner

- B. Winot updated the board on the progress made with enterprise for future police vehicles.
- Issue at Smugglers parking lot and Warner Rd. regarding the flooding from a clogged pipe near the personal pond on the property.

Mike Velardi – Commissioner

Reports

Zoning Report –Lindsay Scerbo went over her report with the board. The board had a long discussion with zoning on various properties within the township.

Quarterly Fire Report – Assistant Chief, Cory Sayer went over personnel and response statistics with the board. Average response time for the fire department is 7.99 minutes. He went over mutual aid, essential programming, upcoming events, and Knox Box programs. He emphasized the fire department's efficiency and commitment to training and community service. Volunteer hours are dramatically up from last year.

Police Report – Chief James Wagner

The new vehicle received today will be upfitted. March monthly statistics are as follows: 1,059 total calls for service, 365 traffic contacts, 24 summary non-traffic arrests, 47 criminal arrests, 25 traffic accidents investigated. Discussion was had regarding future vehicle purchases.

Manager Report – Jerrod Belvin

- Update Green Light Go – no update.
- NCC Update – on track for end of May, Countertop installed on the conference room table.
- UST Inspection & Update – Due for inspection in August. We added Patrolman Moser and Asst. Foreman, Mitch Bartholomew to cover the Class C while J. Belvin will continue to cover the Class A & B.
- We are still working out some updates on the Johnson Controls, for Lighting & HVAC at 205 Old Mill Road Administrative Building following L. DeVito's review.

Public Works – Patrick Briegel

- Sewer Business Update – DPW Crew cut all along the entire line. All meters have been calibrated.
- Current Public Works Projects – Clean out of drains, sweeping of roads, painting trim on Heritage Center. We are currently working on bids for the Capital Equipment that we have for the mower and blower. The Board will be updated with any progress.
- Discussion was had regarding the park rental program partnering with Rent4Fun.

Township Engineer Report

- Sewer Business Update – Survey for the NCC lateral has been completed. The easement should be finalized shortly.
- Learn Road safety enhancement project and roundabout survey work. Construction to start after school is completed.
- TASA Project should be submitted at the end of the week as revisions are being completed for PennDOT.
- TLC walking bridge will be next on the project list.
- Reports on the stop signs should be out this week.

Township Solicitor Report

- General legal update – Argument for Sunset Shooting Range, The Judges were tough. Waiting on decision. Received an appeal from the Pocono Places Zoning Hearing. Judge affirmed the township decision, and they appealed to the Commonwealth Court as of today.
- Learn Road Easement Process discussed prior.
- TASA Sidewalk Update – Working with the Township Engineer.
- B. Winot made a motion, seconded by M. Velardi, to advertise amendments to the Zoning Ordinance regarding the definition of nuisance being added to the Kennel provisions and the term "Essential Services" to Exclude Solar Arrays and Wind Turbines, adding them as uses in the Industrial District and to the tops of existing structures in the Commercial District. Roll Call: B. Winot, aye; M. Velardi, aye; R. Wielebinski, aye; N. Leap, aye; E. Gnandt, Nay. Motion carried.

▪ **Public Comment**

Cindy Gregor (Resident) – feels local governments have more authority in cell tower placement than previously believed, and the existing regulations are outdated.

Cheryl Parks (Resident) – Her comments highlighted frustration with the township's zoning and permit processes. Suggested something to track Tax sale properties for potential unpermitted renovations. She feels residents with long-standing contributions within the township are being disrespected.

Dawn Eilber (Resident) – Challenged the legitimacy of the cell tower project based on unverified road ownership documentation. Asked that submitted information be verified as true and accurate prior to any actions being taken.

Charles Keppler (Resident) – Remarked on the swiftness of the board to take action on his request for sewer service to Pocono Laurel Lakes and lack of urgency on the Ruby Lane situation along with the SkyView Drive cell tower issue. Mr. Keppler also commented on the township's ongoing issues with the dial-in and zoom attendance not being available. He voiced his feelings emphatically on the availability of zoom for the township meetings.

Leo DeVito, Township Solicitor cleared up the issue with the remote participation and the fact it is a privilege and NOT a right. Most municipalities are back to in person only.

Adjournment – R. Wielebinski made a motion, seconded by M. Velardi, to adjourn the meeting 9:10 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Tuesday May 13, 2025

SUMMARY

Ratify

General Fund	\$	39,353.92
Payroll	\$	144,331.44
Sewer Operating	\$	11,555.90
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	63,249.34
TOTAL Sewer <u>OPERATING</u> Fund	\$	8,307.00
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	34,808.00
Liquid Fuels		
TOTAL EXPENDITURES	\$	301,605.60

Fire Tax Disbursement	\$	57,450.26
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Budget Adjustments

General Fund	\$	-
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	10,000.00

<u>Budget Appropriations</u>	\$	10,000.00
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ARPA FUNDS TO CAPITAL RESERVE

TOTAL CAP. RESERVE	\$	-
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Total ARPA Transfers	\$	-
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Notes:

POCONO TOWNSHIP CHECK LISTING
Tuesday May 13, 2025

General Fund**Payroll**

Date	TYPE	Vendor	Memo	Amount
05/02/2025	ACH		PAYROLL ENDING 4/27/25	\$ 144,331.44
			TOTAL PAYROLL	\$ 144,331.44

General Expenditures

Date	Check	Vendor	Memo	Amount
04/21/2025	2460	Blue Ridge Communications	Kenny's Way Internet	54.95
04/21/2025	2461	PPL Electric Utilities	NCC & Kenny's Way, TWP, Traffic Lights & Park	6,695.91
04/28/2025	2462	American Heritage Life Insurance Company	Supplemental Insurance	609.12
04/28/2025	2463	AMERICAN UNITED LIFE INSURANCE CO, GTL		3,058.36
04/28/2025	2464	MetLife - Non Uni. Pen. Plan	PENSION	8,803.17
04/28/2025	2465	Nationwide - 457	457 PLAN	4,962.41
04/28/2025	2466	PPL Electric Utilities	TLC Lighting	254.90
04/28/2025	2467	US BANK - Lockbox CM9722	POLICE PENSION-MARCH	7,279.76
04/28/2025	2468	US BANK - Lockbox CM9722	POLICE PENSION-APRIL	7,090.31
04/28/2025	2469	Blue Ridge Communications	TLC Park Internet	54.95
04/28/2025	2470	Brodhead Creek Regional Authority	TWP, POLICE, PARK & KENNYS WAY Water	480.08
			TOTAL General Fund Bills	\$ 39,353.92

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
04/21/2025	1330	BLUE RIDGE COMMUNICATIONS	Pump Station 3&4 Phone	132.46
04/21/2025	1331	PPL Electric Utilities*	Pump Stations Electric	3,656.38
04/21/2025	1332	Verizon Wireless	Sewer Modems	120.03
04/24/2025	1333	MET-ED	Pump Station 4 Electric	465.62
04/28/2025	1334	Evoqua Water Technologies LLC	PS 5 Bioxide Treatment	7,068.91
04/28/2025	1335	BRODHEAD CREEK REGIONAL AUTHORITY	Pump Station 2,3&5 Water	110.50
			TOTAL Sewer Operating Fund	\$ 11,555.90

Sewer Construction Fund

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

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
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5/2/2025

			TOTAL Capital Reserve Fund	\$	-
TOTAL General Fund	\$	39,353.92			
TOTAL Sewer Operating	\$	11,555.90	Authorized by:		
TOTAL Sewer Construction	\$	-			
Total Capital Reserve	\$	-	Transferred by:		
	\$	50,909.82			

POCONO TOWNSHIP CHECK LISTING

Tuesday May 13, 2025

General Fund

Date	Check	Vendor	Memo	Amount
05/01/2025	2471	A & E Glass, Inc.	Cam Handles with Keepers 28ea	1,025.13
05/01/2025	2472	All It's Cracked Up To Be LLC	Carhartt Sweatshirt for Events / 2025 FISHING DERBY TEES	2,467.00
05/01/2025	2473	Anglemyer, Aaron	4/13/25 Uniform Reimb	238.00
05/01/2025	2474	Best Auto Service & Tire Center	POLICE VEHICLE SERVICE	1,551.99
05/01/2025	2475	Cleveland Brothers Equip. Co.	Elements & Filters	481.75
05/01/2025	2476	Cyphers Truck Parts	Alternator for Truck 9	195.95
05/01/2025	2477	Davidheiser's Inc.	Tracker & ESP Testing	172.00
05/01/2025	2478	Gotta Go Pollies, Inc.	4/12/25 Sanitizer Station Event Rental for Fishing Derby	160.00
05/01/2025	2479	Iannazzo, Marc	4/11/25 Uniform Reimb	85.90
05/01/2025	2480	Loyson, Jim	4/5/25 Workboots	95.39
05/01/2025	2481	Marki Rolloff Container, Inc.	Old Mill Rd Trash Pickup	450.50
05/01/2025	2482	Montz Embroidery Works, Inc.	Patches	708.00
05/01/2025	2483	Nationwide - 457	Pocono TWP 457 Plan	5,461.91
05/01/2025	2484	PSATS UC GROUP TRUST FUND	Q1 2025 UC Contribution	15,050.82
05/01/2025	2485	Pure Water Technology of Central PA, Inc.	Pocono TWP Q2 2025 Rentals	821.00
05/01/2025	2486	Rath, Eric	4/13/2025 Uniform Reimb	102.21
05/01/2025	2487	Signal Service, Inc.	4/21/25 Green LED out on the W Creek Side, Sbound red & green on together	18,542.75
05/01/2025	2488	Staples	Office Supplies POLICE	43.60
05/01/2025	2489	Steele's Hardware, Inc.	PW, PARK SUPPLIES	538.85
05/01/2025	2490	Steele's Hardware, Inc.	NCC SUPPLIES	875.61
05/01/2025	2491	Steele's Hardware, Inc.	Staples & Padlock	24.28
05/01/2025	2492	Suburban Propane	Propane for PW New Heating System	1,373.50
05/01/2025	2493	Suburban Testing Labs	Mountain View Park Bath House	361.00
05/01/2025	2494	Sweeney & Shaehan	LEGAL	10,000.00
05/01/2025	2495	UNIFIRST Corporation	TWP Mats	87.70
05/01/2025	2496	Weitzmann, Weitzmann & Huffman, LLC	ZHB Services	2,534.50
TOTAL GENERAL FUND				\$63,249.34

Sewer Operating

Date	Check	Vendor	Memo	Amount
05/01/2025	1336	BRODHEAD CREEK REGIONAL AUTHORITY	Feb 2025 Services	1,500.00
05/01/2025	1337	BRODHEAD CREEK REGIONAL AUTHORITY	WWTP Evoqua Inv 908939064	6,160.00
05/01/2025	1338	SUBURBAN TESTING LABS	Monthly NPDES	627.00
TOTAL Sewer Operating Fund				\$8,307.00

Sewer Construction Fund

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

5/2/2025

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
05/01/2025	1104	Francis Smith & Sons, Inc.	Wayne Select Dispenser & Fuel Controller	34,808.00
TOTAL Capital Reserve Fund				<u>\$34,808.00</u>

Liquid Fuels

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

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
04/01/2025	1059	Pocono Township Volunteer Fire Co.	2025 PMT 3&4	\$ 57,450.26
TOTAL Fire Tax				<u>\$57,450.26</u>

General Fund	\$	63,249.34	Authorized by: _____
Sewer Operating	\$	8,307.00	
Sewer Construction Fund	\$	-	
Capital Reserve		\$34,808.00	Transferred by: _____
Fire Tax Disbursement	\$	57,450.26	
Liquid Fuels	\$	-	
TOTAL TRANSFERS	\$	<u>163,814.60</u>	

5/2/2025

BUDGET ADJUSTMENTS REQUEST 2025

Tuesday May 13, 2025

SEWER OPERATING				
FROM	Amount	TO	Amount	
492.100 Transfer to Sewer Construction	10,000.00	429.244 -Operating Supplies	10,000.00	Line needs to be increased to ensure sufficient funding for the rest of the year
TOTAL ADJUSTMENTS	10,000.00		10,000.00	



Pocono Township Police Department

110 Township Drive Tannersville, PA 18372

Pocono Township Police Department **In-State Lateral Transfer Program Proposal**

The Pocono Township Police Department (PTPD) has faced significant challenges in recruitment. In 2024 alone, hiring setbacks resulted in a financial loss of \$7,957 due to unqualified candidates. Additionally, like many law enforcement agencies nationwide, our applicant pool has declined, impacting the availability of qualified candidates.

PTPD is committed to providing professional, ethical, and dedicated service to residents and visitors. However, traditional hiring practices are no longer yielding the necessary results. To address this issue, we propose the implementation of key recruitment strategies, including:

- **Act 49 of 2024 (Police Pension Prior Service Time Buyback)**
- **A \$5,000 Sign-On Bonus** (funded through the PCCD Grant)
- **Lateral Transfer Pay Adjustments**

Lateral Transfer Pay Adjustments

To attract experienced officers, we propose a step-based lateral transfer pay structure that accounts for an officer's prior service:

Yrs of Service	Rate	Annual Salary	Holiday Payout	Taxes	Uniform Allowance	Healthcare	GTL/STD	Total Compensation	Compensation Difference
0	\$31.47	\$65,457	\$3,272	\$5,007	\$800	\$12,443	\$1,035	\$88,017	\$0
1	\$35.97	\$74,817	\$3,740	\$5,723	\$800	\$12,443	\$1,035	\$98,562	\$10,544
2	\$40.46	\$84,156	\$4,207	\$6,438	\$800	\$12,443	\$1,035	\$109,082	\$21,065
3	\$44.96	\$93,516	\$4,675	\$7,154	\$800	\$12,443	\$1,035	\$119,626	\$31,609



Pocono Township Police Department

110 Township Drive Tannersville, PA 18372

Act 49 of 2024 – Police Pension Prior Service Time Buyback

Effective September 6, 2024, Act 49 introduces a pension benefit that allows police officers to purchase pension service credit for previous police service (full-time or part-time).

Key Benefits:

- Officers can buy back up to 5 years of prior police service once they complete 12 years of service (vesting period).
- Uses the same cost calculation formula as Act 600 for military service buyback (interest rate 4.75%, normal cost rate cap 10%).
- Departments that adopt Act 49 will have a major recruitment advantage by offering a retirement incentive to experienced officers at no cost to the Township.

Implementation Requirements:

- Act 205 actuarial cost study to assess financial impact.
- Collective bargaining agreement update or MOU to include Act 49 provisions.
- Pension plan modifications to integrate buyback options.

Current PTPD Grants

Pennsylvania Commission on Crime and Delinquency (PCCD) Grant

- \$15,000 in PCCD Grant funding has been allocated for recruitment and hiring efforts.
- A \$5,000 sign-on bonus per newly hired officer to incentivize recruitment.

Community Oriented Policing Services (COPS) Grant

- Pocono Township has \$125,000 available in COPS grant funding.
 - Allowable costs include salaries and approved fringe benefits for new sworn entry-level or lateral transfer officers.
-



Pocono Township Police Department

110 Township Drive Tannersville, PA 18372

Pre-requisites for Applicants

- Minimum **one year** experience as a full-time police officer (pay scale increase up to four years of service). Compensation is at the discretion of the Chief of Police.
- Must currently be a police officer.
- Must be **21 years of age or older**.
- Must be able to perform essential job functions and complete a **competitive selection process**, including but not limited to:
 - Oral interviews
 - Physical and psychological examination
 - Polygraph examination
 - Comprehensive background investigation
- **Clean disciplinary record** (at the discretion of the Chief of Police).
- **High school diploma or GED equivalent** required.
- **Valid PA driver's license** (or ability to obtain one upon appointment).
- **U.S. citizen in good standing**.
- Must meet or exceed all requirements and conditions for certification under **MPOETC Act 120**, the PTPD Police Officer Job Description, and the PTPD Selection and Hiring policy.
- **Expedited field training** (at the discretion of the Chief of Police).

Selection Process

- Submission of **application, resume, and cover letter**.
- **Physical Agility Fitness Testing** (at the discretion of the Chief of Police).
- **Oral Interview 1** with the independent examination board.



Pocono Township Police Department

110 Township Drive Tannersville, PA 18372

- **Oral Interview 2** with Police Command Staff.
- **Background Investigation.**
- **Polygraph Examination** (at the discretion of the Chief of Police).
- **Medical Evaluation.**
- **Drug Screening.**
- **Psychological Evaluation.**

Conclusion

The Pocono Township Police Department is committed to recruiting, training, and retaining the best law enforcement professionals in Monroe County. While hiring challenges persist nationwide, PTPD has the opportunity to lead the way with **innovative recruitment strategies**.

By implementing the **Lateral Transfer Pay Structure, Act 49 Pension Buyback Options, and the Sign-On Bonus through the PCCD Grant**, we can:

- ✓ Expand our candidate pool
- ✓ Attract seasoned officers
- ✓ Reduce salary costs through PCCD and COPS grants
- ✓ Offer competitive pay and pension incentives

We appreciate your time and support as we work toward these initiatives. **Chief Wagner and I are available to discuss any questions, feedback, or additional strategies to strengthen our department's hiring process.**

Respectfully,

Sergeant Eric Rath



Pocono Township Police Department

110 Township Drive Tannersville, PA 18372

**MEMORANDUM OF UNDERSTANDING BETWEEN TEAMSTER LOCAL 773 AND POCONO
TOWNSHIP.**

TITLE: LIGHT DUTY POLICY (OFF DUTY INJURY)

DATE ISSUED: April 2025

PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish guidelines and procedures for providing modified duty assignments to Pocono Township Police Department (PTPD) Officers who have been injured while off duty and cleared by a medical physician for light duty.

This MOU applies to all PTPD Police Officers meeting the criteria outlined herein. The modified duty assignment aims to facilitate the Officer's transition back to full-duty status at the conclusion of the temporary assignment. It helps us fill a gap in the CBA by allowing short-term light duty instead of forcing officers off work entirely.

POLICY: The Township will consider assigning modified duty work to Officers injured off duty. Each modified duty assignment will last for an initial period of two (2) weeks (14 days) and may be extended at the discretion of the Chief of Police. The 14-day light duty window is concise, prevents long-term partial staffing, and aligns with our goals of maintaining coverage. The decision to provide and/or to extend a modified duty assignment is solely at the discretion of the Chief of Police and will be subject to the following conditions:

1. The Chief of Police determines that there is an available and necessary job assignment.
2. An appropriate medical professional determines that the Officer is capable of performing the essential functions of the modified duty assignment.
3. The medical professional determines that the Officer is expected to return to full-duty status on a full-time basis after the modified duty period or shortly thereafter.
4. The Officer is in good standing.

The modified duty position, if created, may be maintained for up to two (2) weeks. The Chief of Police may extend this period at their discretion. The Chief of Police reserves the right to discontinue a modified duty assignment at any time and for any reason.

This MOU does not create an obligation for the Township to provide modified duty work if such work is deemed unnecessary or unavailable or if the Officer does not meet the criteria outlined herein. The Chief of Police retains sole discretion to determine the necessity and availability of modified duty assignments based on departmental needs.

PROCEDURE:

1. Modified duty work will be provided on a full-time basis, and the Officer will receive their regular rate of pay for hours worked.
2. If the modified duty assignment does not cover the Officer's full normal working hours, the remaining hours will be deducted from the Officer's sick leave or paid time off (PTO).

3. The approval of modified duty assignments will be at the sole discretion of the Chief of Police, considering the case file, employee's work history, and departmental needs.
4. Officers assigned to temporary modified duty must comply with all PTPD rules, regulations, and policies.
5. The Township reserves the right to determine modified duty assignments and prioritize assignments when multiple Officers qualify for such assignments.
6. The Officer's schedule while on modified duty assignments is at the sole discretion of the Chief of Police.

A. MODIFIED DUTY ASSIGNMENTS: The duties, responsibilities, and attire of an Officer assigned to modified duty will depend on their physical capabilities and the nature of the work involved.

Modified duty assignments may include but are not limited to:

- Answering phones in headquarters.
- Administrative and police-related clerical tasks.
- Desk assignments, walk-in complaints, report writing, records filing and maintenance, technical functions, and computer operations.
- Performing the duties of a court liaison officer.
- Other duties as determined by the Chief of Police.

Officers on modified duty remain sworn law enforcement Officers and are expected to adhere to all PTPD policies and performance standards. The Township reserves the right to assign work consistent with the Officer's medical capabilities, require civilian attire, or impose other restrictions to prevent aggravation of the Officer's injury. The decision regarding whether an Officer on modified duty may carry a firearm is at the sole discretion of the Chief of Police.

B. COURT APPEARANCES: Officers who are off duty due to an injury, whether work-related or non-work-related, must continue to attend scheduled court appearances as long as they are physically able to do so. If an Officer is unable to appear in court, they must request an accommodation from the court and notify the Township. The Officer must obtain approval from both the court and the Chief of Police before being excused from a scheduled court appearance.

This MOU is established to outline the responsibilities and conditions associated with modified duty assignments for PTPD Officers injured off duty. The provisions set forth herein shall be subject to review and modification at the discretion of the Township and the Chief of Police.

Teamster Local 773

By: _____

Title: _____

Date: _____

Pocono Township

By: _____

Title: _____

Date: _____

**CONDITIONAL OFFER OF EMPLOYMENT
AND REIMBURSEMENT AGREEMENT**

I. PARTIES:

EMPLOYER: The Pocono Township Board of Commissioners, by and through the Pocono Township Police Department (hereinafter "Commission" and/or "Department")

EMPLOYEE: (Name)
(Street Address)
(Town, State, Zip Code)
(Phone Number)
(Email Address)
(hereinafter "Employee")

**EFFECTIVE
DATE:** _____, 20__

II. INTENT:

The intent of this Agreement is to provide a conditional offer of employment, to establish training criteria as a law enforcement officer with the Pocono Township Police Department, and to specify the consideration that the Employee provides Pocono Township in return for the training. This Agreement shall not be construed in any way as an employment agreement that would create or provide a property right or interest for the Employee in his or her employment or otherwise alter the at-will nature of the employment relationship during the Training Period and the Probationary Period, both as defined below, and provided under the Collective Bargaining Agreement between the Pocono Township Board of Commissioners and the Local 773 Collective Bargaining Agreement (hereinafter "CBA").

III. OFFER:

- A.** The Board of Commissioners hereby extends to you a conditional offer of employment for the position of Police Officer with the Department on the terms and conditions set forth herein. A final offer of employment will be extended to you only after you have satisfied all the conditions precedent established by the Commission for the position, including satisfactory performance and completion of the Training Period, and thereafter the one (1) year Probationary Period as established by the CBA as well as all other additional requirements specified by this Commission which may include the successful completion of a physical agility test, psychological testing, a background investigation, a polygraph examination, and drug testing and, where applicable, entering into a Conditional Offer of Employment and Reimbursement Agreement.

IV. **DEFINITIONS:**

- A. **Police Officer** – Any sworn police employee who has completed his or her probationary period and satisfied any conditions precedent to being hired by the Commission and who is formally hired as a full-time Police Officer under personnel policies and procedures established by the Commission.
- B. **Police Recruit** – An Employee who has received a conditional offer of employment with the Department and who is required to obtain Act 120 Certification before being eligible to perform duties as a Probationary Employee.
- C. **Probationary Employee** – A newly hired Police Recruit with Act 120 Certification shall be considered a Probationary Employee for one (1) full year (12 calendar months) or 2080 hours worked, whichever is longer, of time actually worked, excluding any approved leave time, paid or unpaid leave, from the date of original hire. A newly hired Police Recruit, without Act 120 Certification, shall be considered a Probationary Employee one full year of days actually worked, excluding any paid or unpaid leave from the date the non-Act 120 Certified newly hired Police Recruit obtains Act 120 Certification. During the Probationary Period, the Employee may be disciplined or discharged and such action shall not be subject to the grievance or arbitration procedure which applies to the bargaining unit and this collective bargaining agreement. Probationary Employees are not eligible to receive benefits set forth in this agreement until the Employee completes the Probationary Period with the specific exceptions noted in Article 36.
- D. **Probationary Period** – The period in which Probationary Employee actually works for one (1) full year (12 calendar months) or 2080 hours worked, whichever is longer, excluding any approved leave time, paid or unpaid leave, from the date of original hire before being eligible for a full offer of employment as a Police Officer and any extensions thereto granted by the Commission in its sole discretion.
- E. **Termination of Employment** – For the purpose of this Agreement, the term “Termination of Employment” shall mean severance of employment from the Department for any reason excluding reasons of permanent and total disability, loss of life, serious injury of an immediate family member for whom the Police Recruit must provide care and with whom the Police Recruit resides full time, military activation, or reduction in force.
- F. **Training Expenses** – All non-salary expenses incurred by the Department in training, outfitting, and preparation of employment to attend and successfully complete for Act 120 Certification which are not reimbursed to the Department by third parties.
- G. **Training Period** – The training period shall be the period of time between the acceptance of the conditional offer of employment by a Police Recruit and completion of all acts necessary to obtain Act 120 Certification. The Training Period must be

successfully completed within twelve (12) months of the effective date of this Agreement or this offer shall be automatically void and employment terminated without further action of the Commission.

V. CONDITIONS OF OFFER FOR POLICE RECRUIT:

You must meet the following conditions precedent in order to meet the requirements of a Probationary Employee:

- A. Enter into an approved Conditional Offer of Employment and Reimbursement Agreement.
- B. Possess the minimum employment standards and qualifications for police officers as established by the Municipal Police Officers' Education and Training Commission and by the Department through its rules, regulations, policies, and procedures. In the event of a conflict, the more stringent standard shall apply.
- C. Possess the minimum required training as mandated by the Municipal Police Officers' Education and Training Commission and by the Department through its rules, regulations, policies, and procedures. In the event of a conflict, the more stringent standard shall apply.
- D. Possess and exhibit sufficient physical qualifications and capability as is necessary, in the Commission's opinion, to perform the "essential functions" of the position, with or without a reasonable accommodation, as set forth in the position job description, which description is deemed to be incorporated herein by reference.
- E. Satisfy any additional requirements specified by this Commission which may include, but not be limited to: physical agility test, psychological testing, background investigation, polygraph examination, and conditional drug testing.
- F. Successfully complete all actions necessary to obtain Act 120 Certification.

If for any reason, there is a Termination of Employment with the Department and/or Employee applies for and/or accepts employment at any other agency during the Training Period, then the Employee is responsible for reimbursing the Department for all Training Expenses as set forth in **Exhibit A** hereof.

VI. CONDITIONS OF OFFER OF PROBATIONARY EMPLOYEE:

You must meet the following conditions precedent in order to meet the requirements of a Police Officer:

- A. Successful completion of the Training Period.

- B. Possess the ability to understand and perform all of the essential functions with or without a reasonable accommodation of the job as described in the position job description subject to the provisions of applicable State and Federal laws regarding disabilities and the accommodation of qualified individuals suffering such disabilities, and that your performance or non-performance of the job would not pose a “direct threat” to the health or safety of yourself or others by posing a significant risk of substantial harm.
- C. Any additional requirements specified by this Commission which may include, but not be limited to: physical agility test, psychological testing, background investigation, polygraph examination, and conditional drug testing.
- D. If for any reason, the Employee applies for and/or accepts employment at any other agency during the Probationary Period Terminates Employment, the Employee is responsible for reimbursing the Department for all Training Expenses.

VII. REIMBURSEMENT TO DEPARTMENT:

- A. In consideration of the expenditures incurred by the Department to train the Employee as a certified officer, the Employee expressly agrees to serve as a full-time Police Officer for the Department through the Probationary Period from the date upon which the Employee graduates from the Academy and has met all other criteria needed to receive proper certification as a Police Officer (the “Reimbursement Period”).
- B. If during the Training Period and Probationary Period, the Employee applies for and/or accepts employment at any other law enforcement agency or Terminates Employment with the Department, then the Employee shall reimburse the Department one hundred (100%) percent of the Agreed Reimbursement Amount, being the Training Expenses less any applicable credits hereto as set forth in **Exhibit A** to this Agreement which is incorporated herein as though fully set forth.
- C. In the event the Employee is required to make reimbursement payments thereunder, Employee authorizes the Department to deduct from Employee’s final paycheck Training Expenses due and payable under this Agreement. If, after deduction from Employee’s last paycheck, Employee owes a balance on Training Expenses, then one hundred (100%) percent of the total remaining balance is due within thirty (30) days from Termination of Employment, unless the Employee contacts the Department’s Chief to make payment arrangements under the following terms:
 - 1) The first payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter under the Department has been reimbursed in full for Training Expenses hereunder.
 - 2) The minimum monthly payment shall be One Hundred (\$100.00) Dollars.

- 3) No reimbursement may be extended beyond twenty-four (24) months from the date of Termination of Employment without the express written approval of the Commission in its sole discretion.
- 4) Interest shall commence from the date of resignation, dismissal, or termination at the rate of ten (10%) percent per year non-compounded and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
- 5) Until such time as the Department has been reimbursed in full by the Employee in accordance with the terms of this Agreement, the Employee shall have an ongoing duty to notify the Department of any change in the Police Officer's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

D. THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. FAILURE ON THE PART OF EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER IMMEDIATE MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT WHICH REMAIN DUE AND OWING AT THE TIME OF DEFAULT. INTEREST WILL CONTINUE TO ACCRUE AT THE RATE OF TEN (10%) PERCENT PER ANNUM NON-COMPOUNDED AT THE TIME JUDGMENT IS ENTERED.

- E. If Employee's employment is terminated for any of the excepted causes under the definition of "Termination of Employment", then Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

VIII. DUTIES DURING TRAINING AND PROBATIONARY PERIOD:

The Employee may, at the Department's sole option, be required by the Department to work for the Pocono Township Police Department while attending the academy training program and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in attendance at the Academy training program and in service to the Pocono Township Police Department shall be subject to the same limitations and compensatory time policies as set forth in the Collective Bargaining Agreement then in effect.

VIX. DURATION OF OFFER:

This offer shall become null and void immediately upon your failure sign the offer within ____ days of the date of the offer listed above or your failure to meet any one (1) of the above conditions precedent. The determination as to whether you have satisfied the conditions set forth above, so as to qualify for the unconditional offer of Employment after all the conditions have been satisfied, is to be made in the discretion of the Commission and is not subject to the grievance procedure in the collective bargaining agreement. The Effective Date of this document is the date indicated in your Acknowledgment.

IX. COMMENCEMENT OF EMPLOYMENT:

Conditional employment shall commence on _____. The Training Period shall commence upon your acceptance and entry into the Police Academy for the purpose of obtaining Act 120 Certification. The Probationary Period shall commence upon your first regularly scheduled shift after graduation from the Act 120 Program.

X. CONTROLLING LAW:

This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought solely in the state courts located in the Court of Common Pleas of Monroe County, Pennsylvania. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

XI. HEADINGS:

The heading sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

XII. SEVERABILITY:

Except as for the provisions of Article VII., Reimbursement to Department, above, if any section, subsection, term, or provision of this Agreement or the application thereof to the Employee, the Department, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to the Employee, the Department, or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid and enforceable to the fullest extent of the law. If Article VII is in whole or in part deemed invalid or unenforceable, the entire Agreement shall be void

and the Recruit or Probationary Officer's employment with the Department shall be terminated immediately in the sole discretion of the Department.

XIII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIV. EXECUTION OF AGREEMENT AND COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

XV. FINAL AGREEMENT:

Both the Employee and the Department hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of Training Expenses by the Employee, that there are no other consideration or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the Department. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20____ ("Effective Date").

ATTEST:

POCONO TOWNSHIP BOARD OF
COMMISSIONERS, by and through the
POCONO TOWNSHIP POLICE
DEPARTMENT

By: _____

By: _____

WITNESS:

EMPLOYEE:

(Printed Name)

(Printed Name)

ACKNOWLEDGEMENT

I acknowledge that successful compliance with the conditions precedent described above is required to carry out the "essential functions" of the above position. I have read and understand the terms of this **CONDITIONAL OFFER OF EMPLOYMENT AND REIMBURSEMENT AGREEMENT**. I understand and agree that the execution of this Agreement does not create any contractual commitment or obligation of employment by me or the Commission/Department, or vested rights in me, but serves merely to advise of the extension of a conditional offer and its conditions.

Date Signed: _____

(Printed Name)

EXHIBIT A

**TRAINING EXPENSE AND REIMBURSEMENT SCHEDULE
AND EMPLOYEE ACKNOWLEDGMENT FORM**

The following are the **estimated training costs** for Employee for training at the Allentown Police Academy, for the period from **DATE** through **DATE**

*** Expenses are estimated for the beginning of the academy and will change throughout the employees employment.

Required tuition/training courses	\$6000.00
Required testing and evaluations related to training	\$ _____
Requiring training supplies and duty gear	\$250.00
 Total Training Expenses	 \$6250.00
 Applicable Credit Amount (if any)	 \$ _____

Pursuant to this Agreement, Employee agrees to reimburse the Department in the following amount:

TOTAL ESTIMATED AGREED REIMBURSEMENT AMOUNT	\$6250.00
--	------------------

ATTEST:

POCONO TOWNSHIP BOARD OF
COMMISSIONERS through the POCONO
TOWNSHIP POLICE DEPARTMENT.

_____ By: _____

EMPLOYEE:

_____ (Printed Name)

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2025 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Pocono Township ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 14(c), second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent ~~permitted payment is ordered~~ by ~~applicable law~~ a court of competent jurisdiction, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings;

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Pennsylvania (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Township, County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Township, County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Township, County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Pocono Township (Lessee)

By _____

Title: _____

Date Signed: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____



Pocono Township Monthly Zoning Report

TO: Pocono Township Board of Commissioners
FROM: Lindsay Scerbo, Zoning Administrator
CC: Shawn McGlynn, Zoning Officer
DATE: May 6, 2025

Following is a report for the Zoning and Building Code Office's activity from April 20th to May 6th:

Permits Issued:

Zoning Permits: 13

Commercial – 2

Residential – 11

New Construction: 0

Commercial – 0

Residential – 0

Building Permits: 20

Commercial – 3

Residential – 17

Certificate of Occupancy – 9

Driveway – 1

TDU – 3

Well – 0

Grading – 0

Enforcement Actions:

- April 17, 2025 – 126 North Lane – Enforcement Notice – A property maintenance enforcement notice was issued to the property owner for the failure to maintain the dwelling on the property and permitting the accumulation of municipal waste and bulk items. **Relatives of the property owner have been in contact with our office and have stated that they will be addressing the violations. Our office would also like to move forward with enforcement under the Dangerous Structures Ordinance.**
- April 17, 2025 – 3127 Rt 715 – Enforcement Notice – A property maintenance enforcement notice was issued to the property owner for the failure to maintain the building on the property and permitting weed and plant growth in excess of 10".
- April 30, 2025 – 117 Lower Swiftwater Road – Stop Work Order – Initiating construction activities on the subject property without first obtaining zoning and building permits. Specifically, the property owner removed an existing deck and began construction of a new one without prior approval. **The property owner has since requested copies of the zoning and building permit applications, but nothing has been submitted at this time.**
- April 30, 2025 – 3085 Rt 715 – Stop Work Order – Initiating construction activities on the subject property without first obtaining zoning and building permits. Specifically, the property owner removed an existing deck and sidewalk and began construction of new ones. **The property owner has since submitted zoning and building permits for the work, but nothing has been issued yet.**

Previously Discussed Properties:

- 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. While a portion of the property has since been cleaned up, several outstanding issues remain. The property owner has requested an extension to achieve full compliance, citing weather-related delays.
- 383 Babbling Brook Road – Enforcement Notice – A Zoning Notice of Violation was issued for the construction of various accessory structures without first obtaining zoning permits. The property owner and their attorney have been in contact with our office and have expressed interest in obtaining a new survey, citing concerns regarding the accuracy of the survey prepared on behalf of the neighboring property owner. A sixty (60) day extension was provided to allow time to obtain the survey.
- 2117 Post Hill Road – Enforcement Notice – A Zoning Notice of Violation was issued for initiating construction activity on the subject property without first obtaining permit approvals. While the property owner has submitted a Grading Permit Application, the required plans have not yet been provided.
- 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.
- 268 Laurel Lake – This matter will be discussed at the May 19th Board of Commissioners Meeting.
- 2914 Bartonsville Avenue – This matter will be discussed at the May 19th Board of Commissioners Meeting.

Closed Violations:

- 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. Violation closed.
- 353 Cherry Lane Road – Enforcement Notice – A zoning enforcement notice was issued for establishing a transient dwelling use on the subject property. The listings have been removed, and the use has ceased. Violation closed.
- 3115 Route 611 – A Stop Work Order was posted due to construction activity being initiated without permits for the interior fit-out of a nail salon. The tenant has since obtained the necessary permits, and a Temporary Certificate of Occupancy has been issued, contingent upon the installation of a Knox Box. Violation closed.
- 116 Peechatka Ridge – Zoning and UCC NOV's were issued for initiating alterations to the existing single-family dwelling on the property without first obtaining permits. The property owner has since obtained the necessary permits for the alterations. Violation closed.

District Magistrate Hearings:

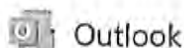
- 1305 Cerise Way – Zoning and UCC Notices of Violation were issued for constructing a single-family dwelling on the property without first obtaining permit approvals. **This hearing has been scheduled for Monday, May 12, 2025, at 10:00 AM.**
- 175 Laurel Lake Road – Ten (10) non-traffic citations were filed against the owners of the subject property for various property maintenance violations. **This hearing has been scheduled for Tuesday, May 20, 2025, at 11:15 AM.**
- 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. **This hearing has been scheduled for Thursday, May 29, 2025, at 1:30 PM.**
- 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 continued until Tuesday, June 3, 2025, at 1:00 PM.**
- 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.**

Upcoming Public Hearings:

- 2865 Route 611 – An appeal of an Enforcement Notice issued by the Zoning Officer for installing storage structures in the form of tractor trailers on the subject property. **A hearing date has yet to be determined.**
- 163 Lindenmere Lane – A special exception application was submitted for an alteration to the existing approved use. **A hearing date has yet to be determined.**
- 12.11A.1.93 – An appeal of a Dangerous Structure Notice of Violation. **This hearing has been scheduled for May 19, 2025, at 6:00 PM.**

Announcements:

- A Public Information Session will be held on Monday, May 19, 2025, from 12 PM to 2 PM to discuss the implementation of the recently adopted Knox Box Ordinance.



Outlook

Kidprint Child Identification information from Total ID Solutions

From Steve Siko <SSiko@TotalIDSolutions.com>

Date Tue 01/21/2025 12:16 PM

To Jill Kozic <jakozic@poconopd.org>

 3 attachments (5 MB)

KidPrint_2022.pdf; Proposal for Pocono Township Police Department_Turnkey Kid Print System.pdf; Kid Print Design_2022.jpg;

Jill –

Thank you for your time over the phone and your interest in our Child Identification Solution – Kidprint. Attached is the requested proposal for a “Turn-Key” Kidprint System. It includes all of the bells and whistles. Also attached is our Kidprint Flyer and the card design template. The card design and proposal are fully customizable to fit your department’s needs & budget.

Please let me know if you have any further questions. I would be happy to schedule an online demonstration or mail you samples if needed. I did forget to mention over the phone that you can use the system to print Employee IDs for all departments within your township.

To process and order, all that I need back from you is a signed proposal emailed back to me with any necessary purchase order information from your organization. I look forward to hearing back from you soon with approval. We appreciate the opportunity!

Best regards,
Steve

Steve Siko, PGA

Total ID Solutions

Vice President of Sales & Marketing

Office: 440.944.6000

Cell: 440.346.4416

1330 Lloyd Road

Wickliffe, OH 44092

www.totalidsolutions.com

This transmission (and/or documents accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone and delete from your system.

kidprint



kidprint

Amy Smith

DOB: 05/21/2016

Hair: Blonde Eyes: Blue

Height: 4'6" Weight: 90lbs

Issue Date: 1/14/2022

Kids grow up fast - Please Update Annually



Our **kidprint** Child Identification card provides law enforcement and safety personnel with important information aiding in the swift recovery of a missing child. Time is critical when it comes to a missing person. Having the information printed and ready for a parent and officer is paramount when time is of the essence.

WHAT TO DO IF YOUR CHILD IS MISSING

1. When a child is missing act quickly, time is of the essence.
2. Call the Police immediately. Don't wait. Stay calm.
3. Show the Police the kidprint ID card.
4. Alert friends, neighbors, and relatives. Organize a search for your child as quickly as possible.
5. Check your child's favorite play areas and have someone else check these areas again.
6. Be prepared. Child protection is the responsibility of everyone.



Right Thumbprint

"Speed makes all the difference"

Cards produced by Total ID Solutions, Inc. 440.944.6000

The complete **kidprint** system:

- ♥ 1 Dual Sided Color Printer
- ♥ ID Management Software
- ♥ Digital Fingerprint Unit
- ♥ Webcam, Tripod, and Backdrop
- ♥ Starter's Supply Kit

Contact Steve Siko for more information!!!

(440) 944-6000

ssiko@totalidsolutions.com



Primacy

TOTALid
solutions

Where the safety of children is
one of our many solutions.



Proposal for Pocono Township Police Department

Jill Kozic – jakozic@poconopd.org

Proposed by Steve Siko, Total ID Solutions

Presented on January 21, 2025

Dual Side Kidprint ID/Employee ID, Turn-Key, Mobile System

ITEM #	ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Badge Software	Card Exchange 10 (Business Version) ○ Allows for multiple databases, unlimited card designs, conditional displays	1	\$ 1,495.00	\$ 1,495.00
2	Professional Services	Complete Implementation and Training ○ Includes: database set-up and importing of existing data ○ Implementation will be handled via the Internet with "GoToAssist"	1	\$ 0.00	\$ 0.00
3	Software Support	Complete software support for one (1) year ○ Included as part of the Card Exchange software purchase when Professional Services are provided on installation ○ Unlimited phone support with on-line diagnostics Extended software support available for \$230.00/yr following the first year.	1	\$ 300.00 Included	\$ 300.00 Included
4	Printer	Evolis Primacy II Dual Side Color Printer ○ Prints full color front, black back in approximately 23 seconds ○ Includes unlimited print warranty for Three (3) years (if cleaning cycle is followed)	1	\$ 2,270.00	\$ 2,270.00
5	Image Capture	Image Capture Hardware ○ USB Webcam ○ Tripod and Backdrop	1	\$ 200.00	\$ 200.00
6	Finger Print	USB Fingerprint Scanner ○ Automatic Capture (Speeds up process)	1	\$ 280.00	\$ 280.00
7	Cleaning Kit	Printer Maintenance Kit ○ 5 Cleaning Cards, 5 Swabs & T-Card	1	\$ 30.00	\$ 30.00
8	Laptop	KidPrint Laptop ○ 8 GB Ram, 1TB Hard Drive ○ Dual Core Processor with Wifi ○ Driver & Software Pre-loaded & Tested ○ Windows 11 Business Pro Operating System ○ Includes 1 year warranty ○ Wireless mouse & USB hub included	1	\$ 800.00	\$ 800.00
9	Carrying Case	Special Designed Carrying Case ○ Custom carrying case holds all components safely for transport	1	\$ 425.00	\$ 425.00
10	Printer Supplies	Discounted Supply Pack ○ 1,000 Plain White, 30 Mil PVC Cards ○ Five (5) Color Ribbons (YMCKOK)	1	\$ 520.00 495.00	\$ 495.00

Package Total: \$5,995.00



Proposal for Pocono Township Police Department
Jill Kozic – jakozic@poconopd.org
Proposed by Steve Siko, Total ID Solutions
Presented on January 21, 2025

NOTES:

Delivery

- Most items are in stock and ready for immediate shipment. Please allow 3-5 days for non-stocked items.
- Upon receipt of signed agreement/P.O., order will be processed immediately and a technician will call to schedule a time for the installation.

Terms

- Net 30 Days (Upon Credit Approval)

PROPOSAL ACCEPTED BY:			
Print Name:	Jill Kozic	Phone:	570-629-7200
Signature:		Date:	1/21/25
COMPANY INFORMATION			
Company Name:	Pocono Township Police Department	Email:	jakozic@poconopd.org
Company Address:		PO #:	
City:		State:	Zip:

To process the order, please fill in the data above and fax a copy of this proposal and/or the Purchase Order to the attention of Diane at (440) 944-6003. The order will be process immediately.

If this order will require a Purchase Order to be processed but you would like to expedite the order, please fill in the data above and we will start the process on our end.

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

Thank you for the opportunity.

Regards,

Steve Siko

Total ID Solutions
Sales Representative
Cell: 440.346.4416
Office: 440.944.6000



YOUR GOALS. OUR MISSION.

April 15, 2025

Patrick Briegel
Director of Public Works
Pocono Township
112 Township Drive,
Tannersville, Pa. 18372

pbriegel@poconopa.gov

RE: POCONO I&C SUPPORT SERVICES PROPOSAL

Dear Mr. Briegel:

T&M Associates (T&M) has been requested to provide services for on call and project support for the Authority's SCADA system. We visited the site to become generally familiar with your facility. We are pleased to submit this Time and Materials proposal to Pocono Township Public Works for the I&C Support Services at the Pocono Township Public Works. For your type of facility, for general support, we typically provide 30 hours of I&C support services. We recommend you use this base cost on a yearly basis for general support services.

We will also provide specific support services to Pocono Township Public Works for system improvements as requested. For projects that require extensive work, we will provide the Authority with an estimate for work effort required.

Assumptions

1. T&M will not need to travel to the site for this I&C Support contract. Support will be performed remotely. It is assumed that no additional hardware or extensive programming will be required for our remote access.
2. Equipment and/or material costs have not been included in establishing the contract ceiling
3. Unless directed otherwise, T&M assumes that any Pocono Township Public Works employee is authorized to direct T&M to assist with any controls related issues.

TIME & MATERIALS ESTIMATE		COST
• 30 hours of Labor		\$5,000
Estimated Costs		\$5,000

Terms and Conditions and 2025 Rate Sheet attached

Payment Terms will be Net 30 days following submission of invoice.



YOUR GOALS. OUR MISSION.

Sincerely,

T&M ASSOCIATES

Timothy Hoehnke

Tim Hoehnke
Automation Group Manager

The undersigned, having power to bind the client, has read, understood and hereby accepts this proposal.

(Signature)

(Print Name)

(Date)



Billing Rate Schedule

 2025 Schedule of Hourly Billing Rates	
Billing Titles	Billing Rate/Hour
Administrator	\$59.00
Technician and Field Staff Entry Level	\$80.00
CADD Operator	\$89.00
Staff Designer	\$92.00
GIS Developer	\$108.00
Project Engineer/ Scientist I	\$89.00
Project Engineer/ Scientist II	\$101.00
Project Engineer/ Scientist III	\$125.00
Project Engineer/ Scientist IV	\$142.00
Project Engineer/ Scientist V	\$152.00
Project Manager	\$170.00
Project Engineer/ Scientist VI	\$190.00
Automation Engineer I (CH)	\$110.00
Automation Engineer II (SG)	\$122.00
Automation Engineer III (SC/TL)	\$162.00
Automation Engineer IV	\$167.00
Sr. Project Manager (TH)	\$199.00
Sr. Design Engineer	\$194.00
Senior Project Engineer (LM)	\$229.00
Technical Leader	\$242.00
Sr. Technical Leader	\$280.00



Effective January 1, 2025
Billing Basis: Fixed Rate for Each Billing

SCHEDULE OF MISCELLANEOUS CHARGES

Effective: January 1, 2025

Contracted Services and Materials

Including materials, equipment, subconsultants, contracted labor,
Sub-professionals, and subcontractors.....Invoice Cost + 10%

Direct Expenses

- Disbursements to agencies, vendors and suppliers

Includes: interstate transportation; permit applications and similar fees; printing,
plotting, reproduction, binding, and other graphic services; outside computer
services; title, research, and data services; courier and express services; project
field office expenses;.....Invoice Cost

- Other Charges

Mileage Commensurate with IRS Guidelines

Travel and SubsistenceInvoice Cost + 10%

Field Vehicles\$105/Day



STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (the "Services"). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (the "Additional Services") and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and the Client agrees to indemnify,

defend and hold harmless T&M from all claims, damages and expenses, including attorneys' fees and costs, arising out of such reuse by the Client or by others acting through the Client.

5. CONFIDENTIALITY.

All information that the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project that the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) in the event that withholding such information could create risk of significant harm to the public. Information that is in the public domain or that is provided to T & M by third parties is not considered confidential. Any information that is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry but do not represent, warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for construction, competitive bidding, markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors and their respective subs, agents or employees, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; or (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter collectively the "Site Condition Reports"*), are

prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing. The Client shall waive any claim against T&M and agrees to indemnify, defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.

10. HAZARDOUS CONDITIONS.

It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. T&M shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client, so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities. The Client waives any claim against T&M and agrees to defend, indemnify and save T&M harmless from any claim or liability arising from the conditions or notifications of conditions at the site.

11. USE OF ARTIFICIAL INTELLIGENCE.

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

12. CONSEQUENTIAL DAMAGES.

To the maximum extent permitted by applicable law, in no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

13. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability Insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile

Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.

- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or other, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

14. INDEMNIFICATION.

T&M agrees, subject to the provisions contained herein, to indemnify the Client, and the Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. T&M's obligation to indemnify and hold harmless the Client and its officers, directors, and employees does include a duty to defend. This indemnification provision is subject to and limited by the provisions agreed to by the Client and T&M in the "Consequential Damages" sections of these Standard Terms and Conditions.

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

15. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

16. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

17. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

18. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

19. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

20. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

21. SURVIVAL.

The express representations, the indemnifications, waiver of consequential damages, and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

22. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of

which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

23. ENTIRE AGREEMENT.

This Agreement (consisting of (1) *Proposal / Scope of Services* and (2) *Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or any Additional Services, or any portions thereof, prior to the Client's execution of this Agreement, these terms and conditions, including terms of payment herein, shall govern the Services performed by T&M pursuant to the Project and shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

HUNTER TRUCK	HUNTER KEYSTONE PETERBILT, L.P.							
	2900 STAFFORD AVE SCRANTON, PA 18505 www.huntertruck.com		Phone: (570) 688-2400 Toll Free: (800) 776-2736 Fax: (570) 688-2410		Deal#: DE-21645 Date: 04/28/2025 Salesman: Trina Marendin			
	Deal Type: _____ Order for new and used vehicle(s) and attachments This is not a final invoice							
Purchaser <u>POCONO TOWNSHIP</u> Address <u>112 TOWNSHIP DRIVE</u> City, State, Zip <u>TANNERSVILLE, PA 18372</u> Phone <u>(570) 595-9880</u> Cell Ph _____ Country <u>USA</u> County _____			Deliver-To/Co-Purchaser <u>POCONO TOWNSHIP</u> Address <u>112 TOWNSHIP DRIVE</u> City, State, Zip <u>TANNERSVILLE PA 18372</u> Phone _____ Cell Ph _____ Country <u>USA</u> County _____					
Stock #	Year	N/U	Make	Model	Serial or Identification #	Body Type	Price	
275153	2025	N	Peterbilt	548	2NP8HJ8XXSM756176		\$140,000.00	
Additional Accessories / Terms of Deal					Title and Registration Fees subject to change			
PRICE TO INCLUDE THE FOLLOWING: PA STATE INSPECTION, PDI, HUB AND NUT COVERS, FLOOR MATS AND HUNTER MUD FLAPS. BODY PRICING NOT INCLUDED. CAB AND CHASSIS PRICING GOOD UNTIL JUNE 1ST, 2025. PAST JUNE 1ST, 2025 YOU WILL BE SUBJECT TO A SURCHARGE OF \$24.00 PER DAY.					Pricing and availability are subject to change without notice, due to the manufacturers supply chain constraints and material surcharges. Purchaser's Initials: _____			
					1. Unit(s) Total Price		\$140,000.00	
					2. Service Contract Price		\$0.00	
					3. FET		\$0.00	
					4. Sales Tax % 0.000%		Sales Tax Amt	\$0.00
					5. Tire Tax Rate \$1.00		Tire Tax Amt	\$0.00
					6. Price Plus Tax (Total 1,2,3,4 & 5)		\$140,000.00	
					7. A. Documentary Fee		\$398.00	
					B. Title Fee		\$0.00	
					C. Lien Fee		\$0.00	
D. Registration Fee		\$0.00						
E. Temp Reg Plate		\$0.00						
F. Duplicate Fee		\$0.00						
G. Transfer Fee		\$0.00						
H. Increase Fee		\$0.00						
I. Replace Fee		\$0.00						
J. TA Fee		\$0.00						
K. Online Reg Fee		\$0.00						
L. County Fee		\$0.00						
Total Other Charges		\$398.00						
8. Price + Fees (Total of 6 & 7)		\$140,398.00						
9. A. Trade-In (Net Allowance)		\$0.00						
B. Deposit		\$0.00						
C. Voucher		\$0.00						
D. Cash Due at Delivery		\$0.00						
Total Down Payment		\$0.00						
10. Unpaid Balance (Difference of 8 & 9)		\$140,398.00						
If the purchaser cancels this purchase agreement or refuses to take delivery (transaction fully funded, trade-in(s) received) of the above vehicle(s) within 10 days of being notified the vehicle(s) is ready, except as permitted by law, the purchaser shall, at our option, forfeit as initial liquidated damages the amount of \$0.00 and forfeits all rights to purchase the vehicle(s) under this agreement. This forfeited amount could be in addition to other liquidated damages permitted to be charged under this purchase agreement.								
Purchaser's Initials: _____								
* Est. Delivery Date: 10/28/2025								
Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON SECOND PAGE, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.								
NOTICE TO PURCHASER: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge.								
NOTE: This order is subject to the written acceptance of dealer management to which it is addressed. Purchaser's deposit will be returned if not accepted.								
HUNTER KEYSTONE PETERBILT, L.P. ACCEPTED					Purchaser acknowledges receipt of an exact, signed copy of this contract.			
BY _____ DATE _____					PURCHASER _____ TITLE _____			
Dealer Authorized Signature: _____					CO-PURCHASER _____ TITLE _____			

ADDITIONAL PROVISIONS

The title to all property ordered and furnished hereunder shall remain in the seller until the full purchase price and all notes given therefore have been paid in full in cash, and nothing herein shall release the purchaser from paying therefore, and after delivery to the purchaser said property shall be held and used at his risk and expense with respect to loss or damages and taxes and charges of every kind.

Seller specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein, in the event there is a change in the credit worthiness of the purchaser which, in the good faith judgment of the seller, would impair the prospect of payment or performance of any other obligation required of the purchaser.

The purchaser agrees to reimburse the seller for any and all sales, use or excise taxes, whether imposed by federal, state, or local laws, which the seller may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of any property delivered under this contract.

If seller retains or is to retain a security interest to secure payment of the Total of Payments, at all times until the indebtedness contained herein shall have been paid in full, physical damage insurance shall be maintained in effect on the property secured hereunder in the amount and to the extent as may be specified by seller. In the event purchaser provides such insurance, purchaser specifically covenants to name the holder hereof as loss payee as its interests may appear. If any such insurance by whomever placed is cancelled, purchaser shall immediately provide new insurance to replace such insurance, purchaser shall cause to be delivered to holder, evidence satisfactory to holder that insurance satisfactory to holder is in effect and purchaser's failure in this respect shall entitle holder, at its election, either to procure such insurance and charge same to purchaser, or to treat such failures as a breach of condition of this contract. Any amount so paid by the holder shall become a part of the indebtedness secured hereunder.

* The seller is not to be responsible for loss, damage or delays in transportation after shipment, nor for failure to supply any property ordered hereunder or to ship the same on time where prevented by strikes, fires or accidents or by the demand exceeding the available supply or by any other causes beyond its reasonable control; and acceptance of said property shall be deemed a waiver of all claims for delays arising from any cause. In case the purchaser refuses to receive and make settlement for said property as herein provided, the seller may retain as liquidated damages all moneys or property paid on account of said property, and in such case any trade-in property taken by the seller in part payment shall be accounted for at the price at which resold, less expense of reconditioning, handling and selling.

Seller may change the cash delivered price of the vehicle before it is delivered to purchaser. Seller may only do this if the increase is due to passage of a law or regulation of the United States or the Commonwealth which requires the addition of new equipment to a certain vehicle, changes transportation costs or existing tax rates, or in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If such cash delivered price is increased by seller, purchaser may cancel this Order.

The trade-in allowance set forth herein is based upon an appraisal by the seller of the trade-in described in this order in its present mechanical condition and with the equipment and attachments thereon as set forth upon seller's appraisal sheet and free of all liens except as stated herein. Where the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation, but prior to its delivery to the seller, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality, the trade-in allowance set forth herein shall be changed to such reappraisal value and the difference between the trade-in allowance set forth herein and the reappraisal value shall be paid in cash by the purchaser at the time the new vehicle or vehicles covered by this order is or are delivered to the purchaser. If the purchaser is dissatisfied with such reappraisal he shall have the option of canceling this order. If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

The purchaser agrees to accept the property covered by this order, as fulfillment thereof, with such changes in design and materials, or either of them, that the manufacturer may make because of government priorities, shortages of materials or other causes beyond the manufacturer's reasonable control.

Each NEW motor vehicle and its equipment identified as "International" covered by this order is sold subject to the regular warranty of Navistar International Corporation. Each NEW motor vehicle and its equipment identified as "Peterbilt" covered by this order is sold subject to the regular warranty of Peterbilt Motors Company.

Each USED motor vehicle and its equipment covered by this order is sold "AS IS" WITH NO WARRANTY OF ANY CHARACTER, express or implied, unless SELLER endorses the "Seller's Used Vehicle Limited Warranty" printed below.

Seller will pay under this warranty 0% % of parts and labor charges.

The duration of this warranty is for 0 Months from date of delivery or 0 miles, whichever occurs first.

If the purchaser has any questions regarding this warranty coverage or procedures, please contact Hunter Truck Sales and Service at the following number: (800) 999-7744.

The obligation of the seller under this used equipment warranty is limited to repairing or replacing, as the seller may elect, any part or parts of such components as are covered above and that prove, in the seller's judgment, to be defective so as to impair the normal operating condition of the machine within the time period, and subject to the coverage, as above described. In order for this warranty to apply, the service must be performed at the seller's place of business.

This warranty shall not apply (1) to normal maintenance services or adjustments, including but not limited to, fuel system cleaning, engine tune-up, brake inspection or adjustment, nor to the replacement of spark plugs, ignition points, condensers or filters when such replacements are made as part of any normal maintenance service; nor (2) to any machine which shall have been repaired or altered by someone other than the seller so as, in the seller's judgment, to have affected the machine's stability or reliability; nor (3) to any machine which has been subject to misuse, negligence, or accident, or operated at a speed exceeding the factory rated speed; nor (4) in any event to tires, tubes, or batteries.

THIS WARRANTY AND THE SELLER'S OBLIGATION THEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE PURCHASER, AND ALL OTHER OBLIGATIONS OF LIABILITIES, INCLUDING LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE SELLER. No person is authorized to give any other warranty or to assume any other liability on the seller's behalf.

This warranty gives you specific legal rights, and you may also have other rights under state law.

This warranty is for the sole benefit of the purchaser whose signature appears on this order, and no other.

NOTE: Seller must sign to be valid

PURCHASER



Main Office:
2456 Morgantown Road
Reading, PA 19607
610-775-3528/610-775-4848 fax

Branch Office:
801 Front St., Suite 1
Whitehall, PA 18052
610-264-9777/610-264-9797 fax

POCONO TOWNSHIP
 MUNICIPAL BUILDING
 112 TOWNSHIP DR
 TANNERSVILLE, PA 18372

Proposal

Date: 4/25/2025
Proposal #: 2492
Project:
P.O. #:

Description	Total
Furnish & Install the following ** Updated proposal #1611 Reference:2025' Peterbilt 548 model cab and chassis, 84" cab to axle, Transmission is PTO compatible for direct mount pump and PTO. Chassis upfitter switches, front frame extension,in cab chassis upfitter switches, Plow light switch and speedometer output signal available. Chassis air lines and glad hands tied up at rear of chassis. Body TBEI/ Duraclass Model SL316 Crossmemberless Stainless Steel Dump Body 10' 6" Length x 7' (ID) X 30" sides height x 40" tailgate height - 6yd 7-gauge 201 stainless steel to front, sides and rear 1/4" AR400 hardened steel floor over top of Cor-Ten Longrails One (1) horizontal side brace, each side Bustin grip strut walkway each side Flat tarp rail above horizontal side brace Front body step Front slide under ladder, driver's side Front inside steps, driver's side Double acting Air operated tailgate Three bailment coal doors in tailgate with center handle extended to driver's side with adjustable linkage and grease fittings 1/2 X 90" cab shield with built-in tarp box 4 oval light holes in cab sheild corners 3 oval light holes in each rear corner post Center lift loop on tailgate 1821 PL low mount hoist with 6" overhang Hydraulics Hot Shot transmission mounted PTO Direct mounted gear pump Control valve for body, double acting with down-side relief, plow raise and lower double acting and plow angle with built-in angle relief	
Customer Approval	Price valid for 30 days from date of proposal. Total

Name

Title

Date

Proudly celebrating 70 years in business!



Main Office:
 2456 Morgantown Road
 Reading, PA 19607
 610-775-3528/610-775-4848 fax

Branch Office:
 801 Front St., Suite 1
 Whitehall, PA 18052
 610-264-9777/610-264-9797 fax

POCONO TOWNSHIP
 MUNICIPAL BUILDING
 112 TOWNSHIP DR
 TANNERSVILLE, PA 18372

Proposal

Date: 4/25/2025
Proposal #: 2492
Project:
P.O. #:

Description	Total
Hydro Force spreader valve with Kutz custom controller with detented and back light controls with on/off, blast and auger and spinner adjustments Del air control handles (3) mounted in aluminum console between seats 25-gallon custom round aluminum hydraulic tank with sight gauge, shut off and filter Hydraulic lines to front for plow with quick couplers Hydraulic lines to rear for spreader with quick couplers Snow Plow Hitch Gledhill FFLP custom style front hitch Extendable lift beam 4" X 10" double acting lift cylinder Front bumper ends Lights & Wiring – Use upfitter switches LED/heated snow plow lights mounted on aluminum and stainless steel fender brackets Four (4) Whelen LED flasher strobes in cab shield, two (2) in sides and to (2) in front Two (2) Whelen LED flasher strobes in rear post, one (1) each side LED stop lights in rear post LED backup lights in rear post LED work light at rear Body raise light Backup alarm Electric brake controller and plug Miscellaneous Front and rear mudflaps with stainless steel hardware Pintle plate with 25-ton spring type pintle hook at rear with D-rings Chassis glad hands and covers remounted Aero 575 automatic tarp system with double arm kit. Aluminum arms with spring assemblies Asphalt treated expandable tarp. Aluminum diamond plate underbody toolbox, space permitting	
Customer Approval	Price valid for 30 days from date of proposal. Total

Name

Title

Date

Proudly celebrating 70 years in business!



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POCONO TOWNSHIP
MUNICIPAL BUILDING
112 TOWNSHIP DR
TANNERSVILLE, PA 18372

Proposal

Date: 4/25/2025
Proposal #: 2492
Project:
P.O. #:

Description	Total
Stainless-steel spring-loaded shovel holder Side oak boards, natural finish Reflective tape on bottom side rails and rear rail of tailgate Exterior of body will be bare stainless-steel finish. Welded/fabricated components and rear hitch plate to be painted gloss black Snowplow Gledhill Model 11HSBPR2 snowplow 11' x 42" high moldboard 4" X 20" D/A angle cylinders Level lift Blade guides Rubber deflector 3/4 X 6" X 11' carbide cutting edge on plow QCP connection for plow and hitch Spreader Swenson SAGS hydraulic under tailgate spreader assembly .201-2B stainless steel finish 6" left center discharge auger powered by gear reduction gear box Stainless steel spinner assembly with polymer spinner disk Stainless steel dump body tailgate filler plates Onspot automatic tire chain system. Air operated, safety switch engaged from driverseat. Aluminum HD cast arms and safety chain wheels Option: Paint cab & door jams township color, paint code: jade mist green 791801EY Paint, sealer & prep material Disassemble truck & prep for paint Reassemble truck after paint. ADD \$ 9,400.00 Approved: _____	
Customer Approval	Price valid for 30 days from date of proposal. Total

Name

Title

Date

Proudly celebrating 70 years in business!



Main Office:
2456 Morgantown Road
Reading, PA 19607
610-775-3528/610-775-4848 fax

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POCONO TOWNSHIP
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 112 TOWNSHIP DR
 TANNERSVILLE, PA 18372

Proposal

Date: 4/25/2025
Proposal #: 2492
Project:
P.O. #:

Description	Total
Installed price Price as per COSTARS #025-E22-399	101,521.00
Pricing is valid for 30 days from date of Proposal.	
Sales Rep: Nickole Campbell NCAMPBELL@EMKUTZ.COM 610-587-2537	
Please Note: Should there be any supplier surcharges/tariffs after your order has been placed, those increased charges will be documented and passed along and added to your final invoice. Paint - Due to the variety of colors currently being provided by chassis manufacturers, EM Kutz, Inc. can no longer guarantee a 100% match. Chassis must provide speedometer output signal for upfitting. Components are ordered based on initial chassis delivery schedule. Special order equipment purchased and on site for longer than 90 days subject to interest charges or billing prior to installation. Should there be any supplier surcharges or tariffs incurred by EM Kutz after your order has been placed, those charges will be documented, passed along and added to your final invoice. Note: Additional costs incurred for any of following will be calculated and added to the final invoice. - Rerouting of exhaust if needed to mount PTO or pumps. - Chassis' that do not have sufficient material to mount and install fuel tank or tank filler neck. - Chassis components needing to be modified or relocated to allow for installation of customer's equipment. All Claims are contingent upon strikes, accidents or other causes beyond our control, including similar contingencies to our shippers or vendors and relative to the subject matter hereof. Clerical errors are subject to correction.	
Customer Approval	Price valid for 30 days from date of proposal.
Total	\$101,521.00

Name

Title

Date

Proudly celebrating 70 years in business!

QUOTATION



HARTCO
ENVIRONMENTAL, LLC

Quotation Number
(Please refer to this number when ordering)

Number MGBOQ3409

Date Apr 25, 2025

Reference: PA Costars # 016E22274

EEMA O&M Services Group, Inc.
Dave Brooks
PO Box 232
Kulpsville, PA 19443

Phone
Fax (215) 368-6739

Please Address Purchase Order To:

Teledyne Isco
4700 Superior Street
Lincoln, NE 68504

Isco Phone (800) 228-4373

Hartco Phone (856) 324-0165
Fax (856) 324-0176

Line	Qty	Catalog Number	Description	Unit Price	Ext. Price
1	1	FlowGO	Flowlink Cipher Go, a free new software download at www.teledyneisco.com , is a newer approach to configure, calibrate, retrieve, and export data from ISCO's DuraTracker and DuraTracker Ex flow meters via cellphone, Bluetooth, or USB connection.	\$0.00	\$0.00
2	1	682541001	Flowlink Cipher Cloud-based Water Data Management and Analysis Software for a single active site	\$360.00	\$360.00
3	1	CELLSERVICE	ICell SERVICE ACTIVATION	\$120.00	\$120.00
4	1	684800041	DuraTracker with Battery Box, Global LTE modem, LTE Antenna, Lantern Battery Holders, Suspension Strap and coupon for free Isco Open Channel Flow Measurement Handbook. Requires Flowlink software and computer connect cable (sold separately)	\$5,833.00	\$5,833.00
5	1	604854013	TIENET™ 350 Ex AREA VELOCITY SENSOR. 10 ft (3.0 m) MEASUREMENT RANGE WITH 32 ft (10 m) CABLE. INCLUDES TIENET CONNECTOR FOR CONNECTION TO 2160, PORTABLE SIGNATURE OR DURA TRACKER. (604854013)	\$2,550.00	\$2,550.00
6	1	603204012	Street Level Installation Tool Multi-section pole. Includes one 2-1/2 ft. pole section with adapter for attaching mounting ring, and six 2-1/2 ft. pole sections.	\$1,292.00	\$1,292.00
7	1	603204015	Street Level Installation Tool Mounting Ring for 8 inch diameter pipe. Includes strap.	\$585.00	\$585.00
8	1	603204029	Sensor carrier for attaching low profile area velocity sensor to ISCO mounting rings or sensor mounting plate.	\$89.00	\$89.00
9	1	FC5	Freight Charge 5 (\$5,000.00 - \$12,499.99)	\$229.00	\$229.00

**Teledyne
Isco**

Teledyne Isco
4700 Superior Street
Lincoln, NE 68504-1398

Phone: (800) 228-4373
Phone: (402) 464-0231
Fax: (402) 465-3022

Federal I.D. No.: 95-4888283
Duns No.: 07-832-7063

Line	Qty	Catalog Number	Description	Unit Price	Ext. Price
				Total	\$11,058.00

Terms & Conditions

Payment Net 30 days.

Prices are F.O.B - prepaid and added.

Estimated shipment 2-8 weeks after receipt of order.

Charges for expedited transportation shall be for the account of the purchaser.

Prices include packing for domestic shipment.

Any applicable sales tax is not included unless noted.

**Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's General Terms and Conditions of Sale, which can be found at teledyneisco.com.

These prices are valid for 30 days.

By: _____

Matt Gurkin

Manager

Please contact me if I can be of further assistance.

**Teledyne
Isco**

Teledyne Isco
4700 Superior Street
Lincoln, NE 68504-1398

Phone: (800) 228-4373
Phone: (402) 464-0231
Fax: (402) 465-3022

Federal I.D. No.: 95-4888283
Duns No.: 07-832-7063



DURNEY
WORTHINGTON
& MADDEN LLC
ATTORNEYS AT LAW

2937 ROUTE 811
SUITE 8, MERCHANTS PLAZA
P.O. Box 536
TANNERSVILLE, PA 18372-0536

TEL: (570) 620-0320
FAX: (570) 620-0390
www.dwlawllc.com

JEFFREY A. DURNEY
GEOFFREY S. WORTHINGTON
HILLARY A. MADDEN

April 21, 2025

VIA ELECTRONIC MAIL

Pocono Township
112 Township Drive
Tannersville, PA 18372

Attn: Jerrod Belvin, Township Manager

RE: Grace United Church of Christ – Tax Code Numbers

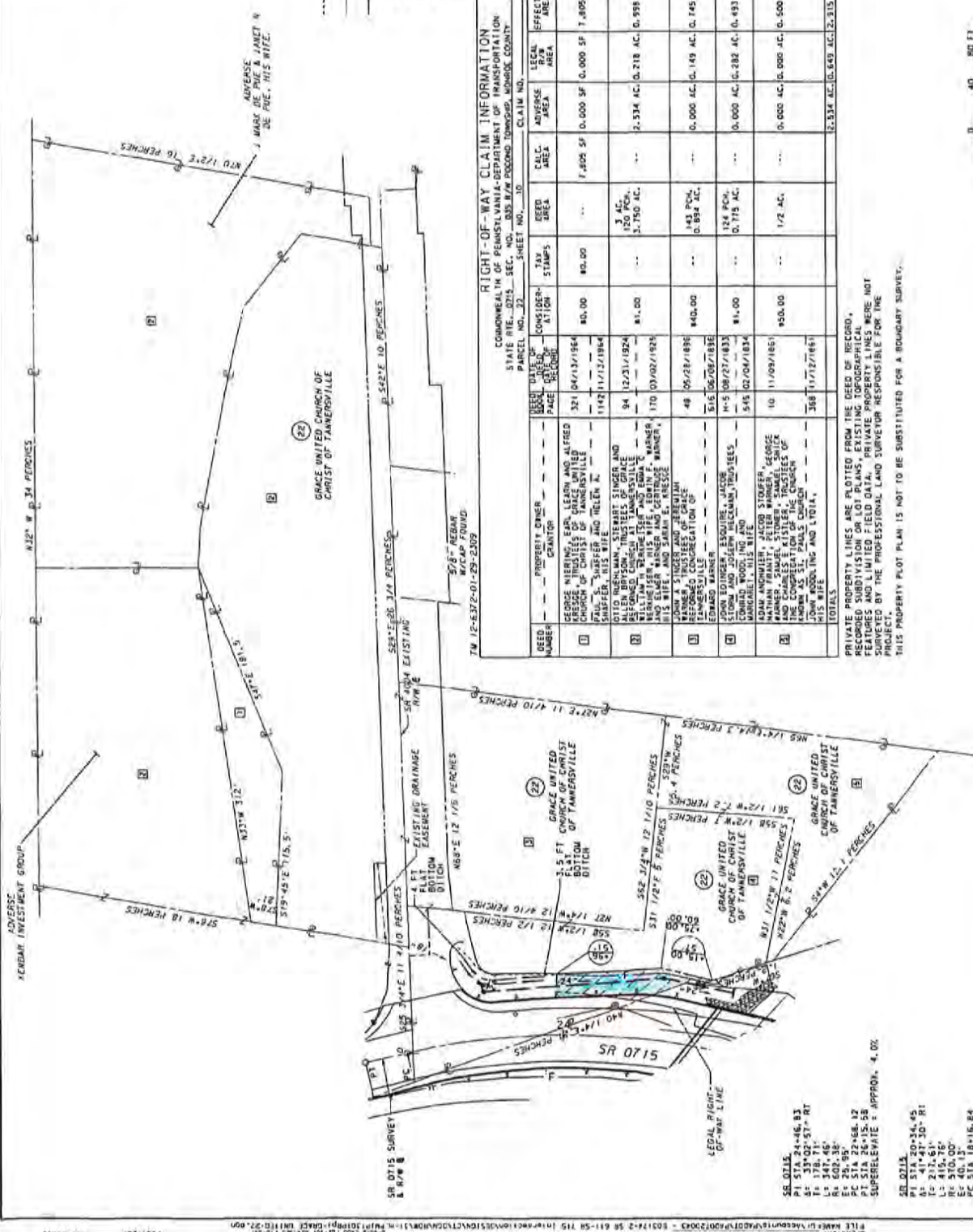
Dear Jerrod:

We represent Grace United Church of Christ, which owns the church and cemetery properties located at the corner of Route 715 and Sullivan Trail. As you may be aware, the Church ceased operations several years ago, with the Church building now being vacant. The cemetery continues its operations and will do so in perpetuity.

By way of background, the Church and cemetery properties consist of five separate parcels acquired over a 130-year period, from 1833 through 1964. Three of the parcels are located on the north side of Sullivan Trail and two are located on the south side of Sullivan Trail. Each of the five parcels was acquired in a discrete conveyance via a separate deed. At no time were the parcels joined together by deed or otherwise; the parcels retain their separate legal descriptions. Attached is a copy of a PennDOT map depicting the five separate parcels.

Despite the parcels having unique and separate legal descriptions, at some point, likely during the countywide reassessment in the late 1980s, the Assessment Office made a mapping change and grouped all five parcels together under a single tax parcel number (Tax Code No. 12.8.2.5). Since the parcels contained a church and a cemetery, uses that are exempt from real estate taxation, it may be that the Assessment Office simply listed the parcels under a single tax code number for administrative conveyance. The Church has no record of having requested any such change.

The Church has an agreement of sale to sell the two parcels on the south side of Sullivan Trail, including the former church building. The Church will maintain ownership of the three parcels on the north side of Sullivan Trail, all of which are part of the cemetery.

[illegible]

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEEDS OF RECORD, AND PRIVATE PROPERTY LINES ARE PLOTTED FROM EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

PARCEL 22 PLOT PLAN

0 40 80 FT
SCALE

THE STATE OF TEXAS
COUNTY OF DALLAS
JAMES ALAN HAYES
LAND SURVEYOR
No. 67926

THE STATE OF TEXAS
COUNTY OF DALLAS
JOHN ROBERT KELLY
LAND SURVEYOR
No. 67926

THE STATE OF TEXAS
COUNTY OF DALLAS
DAVID MAZUR CARTER
LAND SURVEYOR
No. 67926

POCONO TOWNSHIP PLAN STATUS

05/13/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approve/Deny	BOC Approve/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. Preliminary Approval 2/28/22	Cond. Preliminary Approval 3/7/22					
1368		2130146R	Sladden Group-Pocono Creek (9/27/21)(12/26/21)	Commercial Land Dev't	Prelim	9/20/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. Preliminary Approval 9/11/23	Cond. Preliminary Approval 9/18/23					
PRD TENTATIVE PLAN APPROVAL													
1388		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rvw 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Dev't	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017	4/3/2018				
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Dev't	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 5/5/2017	Approved Extended to 4/1/25				
1341		1730043R	SAPA Poconos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17					
1313		1730051R	Running Lane Hotel Land Dev't (8/14/17)	Commercial Land Dev't	Prelim/Final	3/19/2020	Recommended for Approval 7/23/2018	Approved 4/16/2020	Approval Extended to 2/6/25	8/6/2025	11/6/2025		Extension Requested 1/21/25
1362		1930083R	Sanofi Pasteur Perimeter Protection Phase II (4/22/19)	Commercial Land Dev't	Prelim/Final	11/7/2019	Recommended for Approval 12/9/2019	Approved 7/20/2020	7/20/2021				
1371		1630006R	Tannersville Point Apartments (10/22/18)	Residential Land Dev't	Prelim/Final	2/21/2019	Recommended for Approval 2/25/19						Pending Withdrawal
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase A
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	4/8/2025	Recommended for approval 4/14/25	Approved 4/21/25	4/21/2026	10/21/2025	1/21/2026		Phase B
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/4/2025	Recommended for approval 2/10/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		Phase C
1375A	POCO-R0624	-	Swiftwater Solar Amended LD (1/13/25)	Land Dev't	Prelim/Final	2/19/2025	Recommended for approval 3/10/25	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		Phase D
1383		2130157R	Sanofi Pasteur B-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	1/3/2022				
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				
1396		2230178R	Grossi Major Subdivision (3/28/22)	Major Sub	Prelim/Final	7/10/2023	Conditional Approval 7/10/23	Conditional Approval 11/6/23	11/6/2025	5/6/2025	8/6/2025		Extension Received 10/7/24
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/8/24)	Minor Sub	Final	3/6/2025	Recommended for approval 3/10/25	Conditional Approval 4/7/25	4/7/2026	10/7/2025	1/7/2026		

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05/13/2025

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1412	POCO-R0620	2330209R	GWL Employee Housing (4/10/23)	Land Devt	Final	8/1/2023	Conditional Approval 7/10/23	Conditional Approval 8/21/23	8/21/2024	2/21/2024	5/21/2024		Project not moving forward per owner
1415	POCO-R0629	2230198R	Erftle 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-R0620	-	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/Minor Sub	Land Devt	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24	12/16/2025	6/16/2025	9/16/2025		
1442	POCO-R1120	-	Mendez Lot Consolidation - 267 Laurel Lake Road (2/3/25)	Lot Comb.	Final	3/18/2025	N/A	Approved 4/7/25	4/7/2026	10/7/2025	1/7/2026		
LAND DEVELOPMENT WAIVER APPROVAL													
	POCO-R0910	-	MTG Investment Properties (3199 Rte. 611)	Waiver		9/16/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R0940	-	Sanofi B53 Exterior Freezer Replacement	Waiver		10/9/2024	PC Approval 10/15/24	Approved 10/21/24					
	POCO-R1000	-	Swiftwater Inn/Trap Ent. Pool Equip. End.	Waiver		11/12/2024	PC Approval 11/12/24	Approved 11/18/24					
LAND DEVELOPMENT WAIVER DENIAL													
	POCO-R1020	-	Mountain Villa Resort	Waiver		12/5/2024	PC Denial 12/9/24	Denied 12/16/24					

POCONO TOWNSHIP PLAN STATUS
05/13/2025

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RECORDED													
1277	POCO-R0627	13302768	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/20/22	
1287	POCO-R0613	2230194R	Spirit of Swiftwater Ph. II (9/11/23)	Land Devt	Revised Final	6/7/2024	Conditional Approval 5/13/24	Conditional Approval 7/15/24				9/26/2024	
1364		1930090R	Sanofi B-78 Seed Lab (6/10/19)	Commercial Land Devt	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/28/21	Conditional Approval 10/18/21				5/16/24	
1374		1930089R	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				11/16/23	
1377	N/A	2130149R	Eudora Hilliard Minor Subdivision (6/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/28/21	Conditional Approval 8/2/21				12/21/2022	
1384	N/A	2130152	Bartonsville Ave Pump Station 5 Lot Subdivision	Subdivision	Prelim/Final		Recommended approval 8/9/21	BOC Approved 8/16/21				10/20/21	
1385	N/A	2130163R	Vassallo Est. Minor/Lot Consolidation (10/12/21)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 5/2/22				2/6/24	
1390		2130168R	Sanofi Pasteur B83 Cold Storage (11/22/21)	Commercial Land Devt	Prelim/Final	8/16/2022	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1391		2030114R	Great Wolf Lodge Expansion (6/28/21)	Commercial Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				3/20/22	
1393	POCO-R0625	2230179R	Cherry Lane Dev't Partners (Wawa-Tannersville Inn) (8/8/21) Land Devt	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/20/22	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/20/22	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/20/22	
1400	POCO-R0611	2230165R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/25	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	14/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur B87 Line 10 Building (7/25/22)	Land Devt	Prelim/Final	1/17/2023	Conditional Approval 1/23/23	Conditional Approval 2/6/23				8/17/23	
1413	N/A	2330216R	BAD Properties/Fellins (5/8/23)	Minor Sub	Final	6/6/2023	Conditional Approval 6/12/23	Conditional Approval 6/19/23				8/30/23	
1418	N/A	2330231R	Farda Realty SR 0715 (9/11/23)	Minor Sub.	Final	9/18/2023	Conditional Approval 10/10/23	Conditional Approval 10/18/23				10/31/23	

POCONO TOWNSHIP PLAN STATUS

05/13/2025

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1419	POCO-R0623	2330233R	MCTI Conference Center Addition & Consolid. (10/10/23)	Land Devt & Lot Consolid.	Prelim/Final	5/13/2024	Conditional Approval 3/11/24	Conditional Approval 3/18/24				10/30/2024	
1420	POCO-R0628	2330238R	Youngken Lot Consolidation	Lot Consolid.	Final	3/25/2024	N/A	Conditional Approval 4/1/24				9/24/2024	
1421	POCO-R0622	2330233R	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 2/18/25				3/31/2025	
1427	POCO-R0760	-	Wehr Lot Joinder	Lot Joinder	Final	8/19/2024	N/A	Approved 9/3/24				10/28/25	
1428	POCO-R0770	-	Amazing Pocono Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0760	-	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	
1440	POCO-R1100	-	Defazio Lot Joinder - 5120 Laurel Loop (2/3/25)	Lot Comb.	Final	3/19/2025	N/A	Approved 4/7/25				4/9/2025	

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DENIED													
1272	N/A	1130255E	Kovelson 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	Zito & 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 (Minz) 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)(12/28/21)	Minor Sub	Final	9/16/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Devt	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Devt	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230185R2	1328 Golden Slipper Road Minor Sub (1/9/23)	Minor Sub	Final	1/10/2023							Application Withdrawn
1424	POCO-R0660	-	1124 Sky View Dr. Monopine Tower (4/8/24)	Land Devt	Prelim	8/15/2024							Application Withdrawn 4/30/25

POCONO TOWNSHIP PLAN STATUS
05/13/2025

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Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030119R	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 Scootrun Avenue	Land Devt					11/25/2025			
1439	POCO-R1090	-	Summit Road Solar Array	Land Devt					1/29/2025			
Final Plans Under Consideration												
1444	POCO-R1150	-	2054 Route 611 Minor Subdivision (4/14/25)	Minor Sub.	Final	7/13/2025	6/9/2025	7/7/2025	4/11/2025	4/14/2025		
Preliminary Plans Under Consideration												
1445	POCO-R1180	-	Mtn. Edge Village Comm. TH Units 57A-H (4/14/25)	Land Devt	Prelim/Final	7/13/2025	6/9/2025	7/7/2025	5/1/2025	4/14/2025		
1438	POCO-R1040	-	Trap Hotel Event Center (1/13/25)	Land Devt/Lot Consolidation	Prelim/Final	9/10/2025	8/11/2025	9/2/2025	2/6/2025	4/14/2025		90 day ext. rec'd 4/30
1437	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	9/5/2025	8/11/2025	9/2/2025	1/21/2025	4/14/2025		90 day ext. rec'd 5/1

POCONO TOWNSHIP PLAN STATUS
05/13/2025

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1425	POCO-R0680	-	Brookdale Spa (9/9/24)	Land Devt	Prelim/Final	7/7/2025	6/9/2025	7/7/2025	2/3/2025	4/14/2025		Extension to 7/7 rec'd 4/30
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Devt/Lot Consolidation	Prelim/Final	6/30/2025	6/9/2025	6/16/2025	4/9/2025	4/14/2025		Extension to 6/30 rec'd 4/15
1414	POCO-R0612	2330220R	135 Warner Rd. (Schliers Towing) (2/12/24)	Land Devt	Prelim	9/9/2025	8/11/2025	9/2/2025	2/23/2024	4/14/2025		6 month extension rec'd 1/20/25
1369	POCO-R0617	2130150R	Cranberry Creek Apartments (7/25/22)	Land Devt	Prelim/Final	8/11/2025	7/14/2025	8/4/2025	1/25/2024	4/14/2025		6 month extension rec'd 1/8/24
1387	POCO-R1030	2130161R	Alaska Pete's - 173 Camelback Road (4/10/23)	Land Devt	Prelim/Final	12/31/2025	12/8/2025	12/15/2025	4/27/2023	4/14/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

POCONO TOWNSHIP PLAN STATUS
05/13/2025

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Pending BOC Decision												
1401	POCO-R0630	2330223R	611 Land Development - Dual Brand Hotel LD (4/8/24)	Land Devt	Final	6/17/2025	6/9/2025	6/16/2025	3/6/2025	4/21/2025	Approval Rec. 3/10/25	
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	6/16/2025	N/A	6/16/2025	3/11/2025		N/A	Extension to 6/16 recd 4/8
1443	POCO-R1160	-	1512 & 1516 Shady Lane Lot Consolidation (4/7/25)	Lot Line Adjust.	Final	7/6/2025	N/A	6/16/2025	-		N/A	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												