



POCONO TOWNSHIP COMMISSIONERS

AGENDA

May 19, 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

- The Township offices will be closed to the public May 28th, and May 29th in order to move to the new building location.
- An information session was held today at 12:00 PM to discuss updates to Pocono Township's Knox Box ordinance. Attendees included the Township Manager, Fire Chief, and Zoning Officer

Presentations

Hearings

- Motion to open the hearing to continue the appeal of the township code enforcement officers notice of dangerous structure/order to demolish. **(Action Item)**
- Board Comments & Public Comments.
- Motion to close the hearing **(Action Item)**
- Motion to _____ the appeal of Township Code Enforcement's Notice of dangerous structure/ order to demolish, on subject property known as Monroe County Tax Parcel I.D. No. 12.11A.1.93 located in a commercial zoning district, violation of §382-4 of the Ordinance. **(Action Item)**

Resolutions

- Motion to approve Resolution 2025-18 for preparation & Submission of Declarations of Taking & Related Documentation on 2865 Route 611 12.8.1.31 and 2856 Route 611 12.8.2.40 for the Condemnation of Land for Temporary Construction Easement for Public Sidewalk Improvements. (TASA) **(Possible Action Item)**
- Motion to approve Resolution 2025-19 for preparation and submission of Declarations of Taking & Related Documentation on 329 Learn Rd. 12.8.1.29-1 for the Condemnation of Land for Right of Way for Public Traffic Improvements. **(Possible Action Item)**
- Motion to approve Resolution 2025-20 Granting Conditional Approval of the 2054 Route 611 Minor Subdivision (LDP 1444) **(Possible Action Item)**

- Motion to approve Resolution 2025-21 Granting Conditional Approval for the Trap Enterprises Event Center (LDP 1438) **(Possible Action Item)**

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - o Old business consisting of the minutes of the May 13, 2025 regular meeting of the Board of Commissioners.
 - o Financial transactions through May 19, 2025 as presented, including ratification of expenditures in the amount of \$877,781.26 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

Commissioner Comments

Natasha Leap – Vice President

Ellen Gndt – Commissioner

- Update – Solar Field
- Update – Kennel
- Motion to direct the Township Solicitor to prepare and deliver a written legal opinion, setting forth the legal standards, procedural steps, and notice requirements the Township must follow when rescinding or denying an extension that has already received conditional or preliminary approval, including any potential liabilities or appeal considerations. **(Possible Action Item)**
- Motion to direct the Township Solicitor to prepare and deliver a written legal opinion detailing (a) the statutory and case-law authority the Township may rely upon to deny a land development extension request and the proper method for delineating and documenting such denials in our official record. **(Possible Action Item)**

Brian Winot – Commissioner

Mike Velardi – Commissioner

Reports

Zoning – SFM Consulting - Report Attached

- Motion to Declare 268 Laurel Lake Rd. Tax ID# 12.9A.1.99 a dangerous structure. **(Possible Action Item)**
- Motion to Declare 2914 Bartonsville Ave. Tax ID# 12.9.1.48 a dangerous structure. **(Possible Action Item)**

Quarterly Fire Report – Assistant Chief – Cory Sayer

Police – Chief James Wagner (First Meeting of Month)

Township Manager's Report – Jerrod Belvin

- Update Green Light Go

- NCC Update

Public Works/Sewer Report – Patrick Briegel

- Sewer Business Update
- Motion to approve the updated Bioxide pricing and service contract from Xylem. **(Possible Action Item)**
- Motion to approve the purchase of a Willmar Zero Turn Mower in the amount of \$11,142.00 that was budgeted for this year. **(Possible Action Item)**
- Motion to approve the purchase of a Billy Goat Z3001 Blower in the amount of \$11,934.23 that was budgeted for this year. **(Possible Action Item)**
- MCTI & Sullivan Trail Expansions
- Current Public Works Projects

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

- Motion to waive Pavilion Fee's for Cub Scout Pack 85 on 6/1/25. **(Possible Action Item)**

Township Engineer Report – T&M Associates

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

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

- Sewer Business Update
- General legal update
- Update – Archer Lane
- Motion to authorize advertisement of Solar & Wind Ordinance hearing. **(Possible Action Item)**
- Learn Road Easement Process
- TASA Sidewalk Update – Easements

Public Comment

Adjournment

POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-18

**A RESOLUTION OF THE POCONO TOWNSHIP BOARD OF COMMISSIONERS FOR
PREPARATION AND SUBMISSION OF DECLARATIONS OF TAKING AND
RELATED DOCUMENTATION FOR THE CONDEMNATION OF LAND FOR
TEMPORARY CONSTRUCTION EASEMENTS FOR PUBLIC SIDEWALK
IMPROVEMENTS IN THE TOWNSHIP OF POCONO, MONROE COUNTY
PENNSYLVANIA**

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

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

WHEREAS, the TOWNSHIP, in accordance with its powers, has undertaken a project (the "Project") consisting of, among other things, sidewalk improvements along Route 0611 in the Township; and

WHEREAS, in order to complete the Project, the TOWNSHIP must also effectuate eminent domain for temporary construction easements on, in, under, above, over, across and through certain portions land located on Monroe County Tax Parcel 12.8.1.31 and more fully identified in the attached **Exhibit "A"** and Monroe County Tax Parcel 12.8.2.40 and more fully identified in the attached **Exhibit "B"**.

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

1. That the Solicitor is hereby authorized and directed to prepare, and the proper officers to execute, Declarations of Taking for temporary construction easements on the properties identified in **Exhibit "A"** and **Exhibit "B"**, and Notices of Condemnation in accordance with the provisions of the Code.

2. That the Solicitor is hereby authorized and directed to file the Declarations of Taking in the Office of the Prothonotary of Monroe County.

3. That the Solicitor is hereby authorized and directed to record the Notices of Filing of the Declarations of Taking in the Office of the Recorder of Deeds of Monroe County.

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

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

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

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

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

9. That this Resolution shall take effect immediately.

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

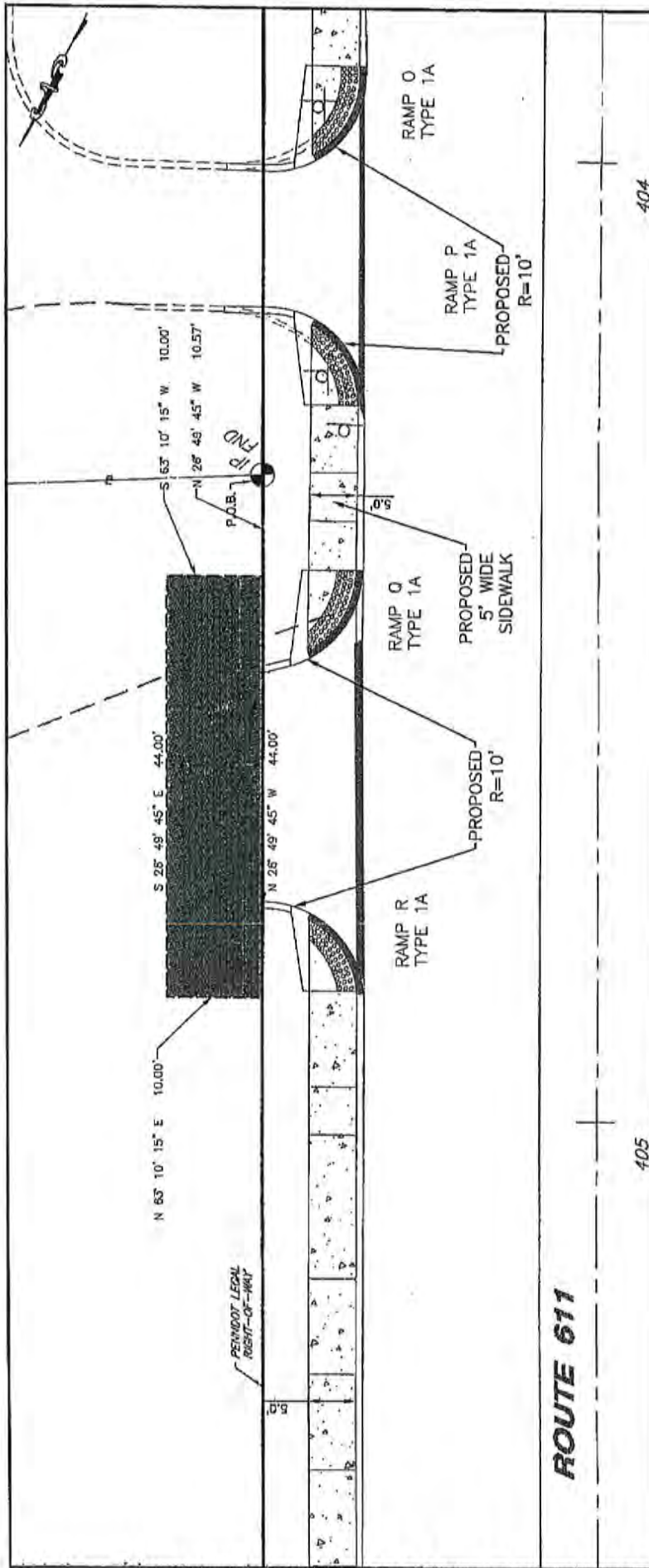
ATTEST:

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

By: _____
Jerrold Belvin
Township Manager

By: _____
Richard Wielebinski
President

EXHIBIT "A"

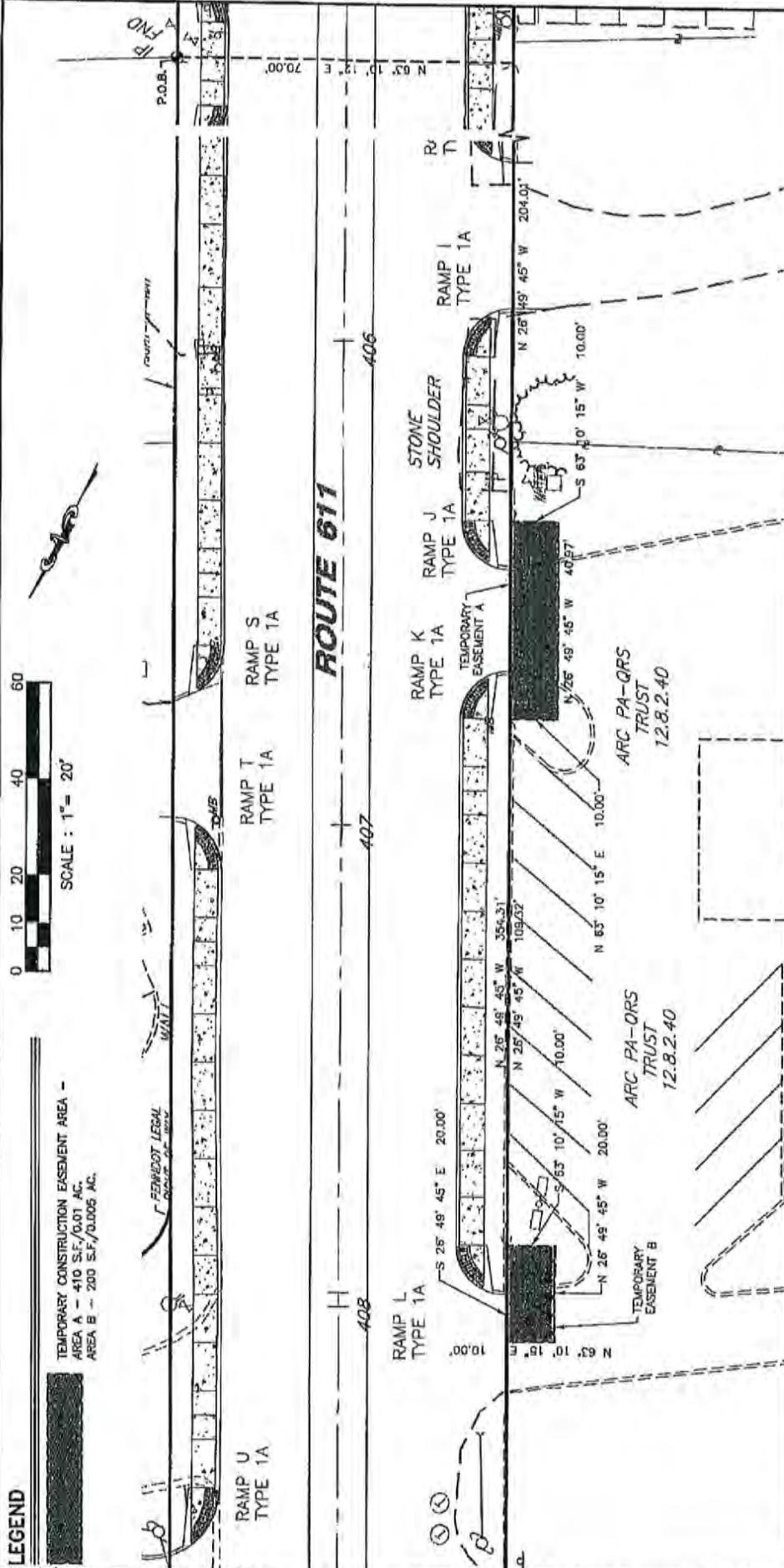


PROJECT :	PAR. 12.8.1.31 JOHN DIELE POCONO TOWNSHIP MONROE COUNTY, PA
SUBMITTANT :	POCONO TOWNSHIP 112 TOWNSHIP DRIVE TANNERSVILLE, PA, 18372
JOB NO.:	2130153T
DRAWN BY:	BAX
CHECKED BY:	ARM
SCALE:	1" = 10'
TITLE :	EASEMENT EXHIBIT
DATE:	FEBRUARY 12, 2024

EXHIBIT "B"

LEGEND

TEMPORARY CONSTRUCTION EASEMENT AREA -
AREA A - 410 S.F./0.01 AC.
AREA B - 200 S.F./0.006 AC.



PROJECT :		TITLE :	
PAR. 12.8.2.40 ARC PA-QRS TRUST		EASEMENT EXHIBIT	
POCONO TOWNSHIP		DOYLESTOWN	
MONROE COUNTY, PA		(215) 345-9400	
		BETHLEHEM	
		CORPORATE OFFICE	
		559 MAIN STREET, SUITE 250	
		BETHLEHEM, PA 18015	
		(610) 419-9407	
		ENGINEERING GROUP	
		LVL	
		SHEET	
		1 OF 1	
		DATE	
		FEBRUARY 12, 2024	
POCONO TOWNSHIP		PAR. 12.8.2.40 ARC PA-QRS TRUST	
112 TOWNSHIP DRIVE			
TANNERSVILLE, PA, 18372			

POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA

RESOLUTION No. 2025-19

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

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

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

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

WHEREAS, in order to complete the Project, the TOWNSHIP must also effectuate eminent domain for right-of-way and a temporary construction easement on, in, under, above, over, across and through a certain portion land located on Monroe County Tax Parcel 12.8.1.29-1 and more fully identified in the attached **Exhibit "A"**.

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

1. That the Solicitor is hereby authorized and directed to prepare, and the proper officers to execute, the Declaration of Taking for right-of-way and a temporary construction easement on the property identified in **Exhibit "A"**, and Notice of Condemnation in accordance with the provisions of the Code.
2. That the Solicitor is hereby authorized and directed to file the Declaration of Taking in the Office of the Prothonotary of Monroe County.
3. That the Solicitor is hereby authorized and directed to record the Notice of Filing of the Declaration of Taking in the Office of the Recorder of Deeds of Monroe County.
4. That the TOWNSHIP, acting by its Solicitor, is hereby authorized and directed to pay, or offer to pay, within sixty (60) days from the filing of the above-mentioned Declaration of Taking, just compensation to condemnees as provided in Section 407 of the Code.
5. That the Solicitor is hereby authorized and directed to send the Notices required by Section 405 of the Code to the record owner of the property in the condemnation areas by certified mail or by publication, if necessary.

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

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

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

9. That this Resolution shall take effect immediately.

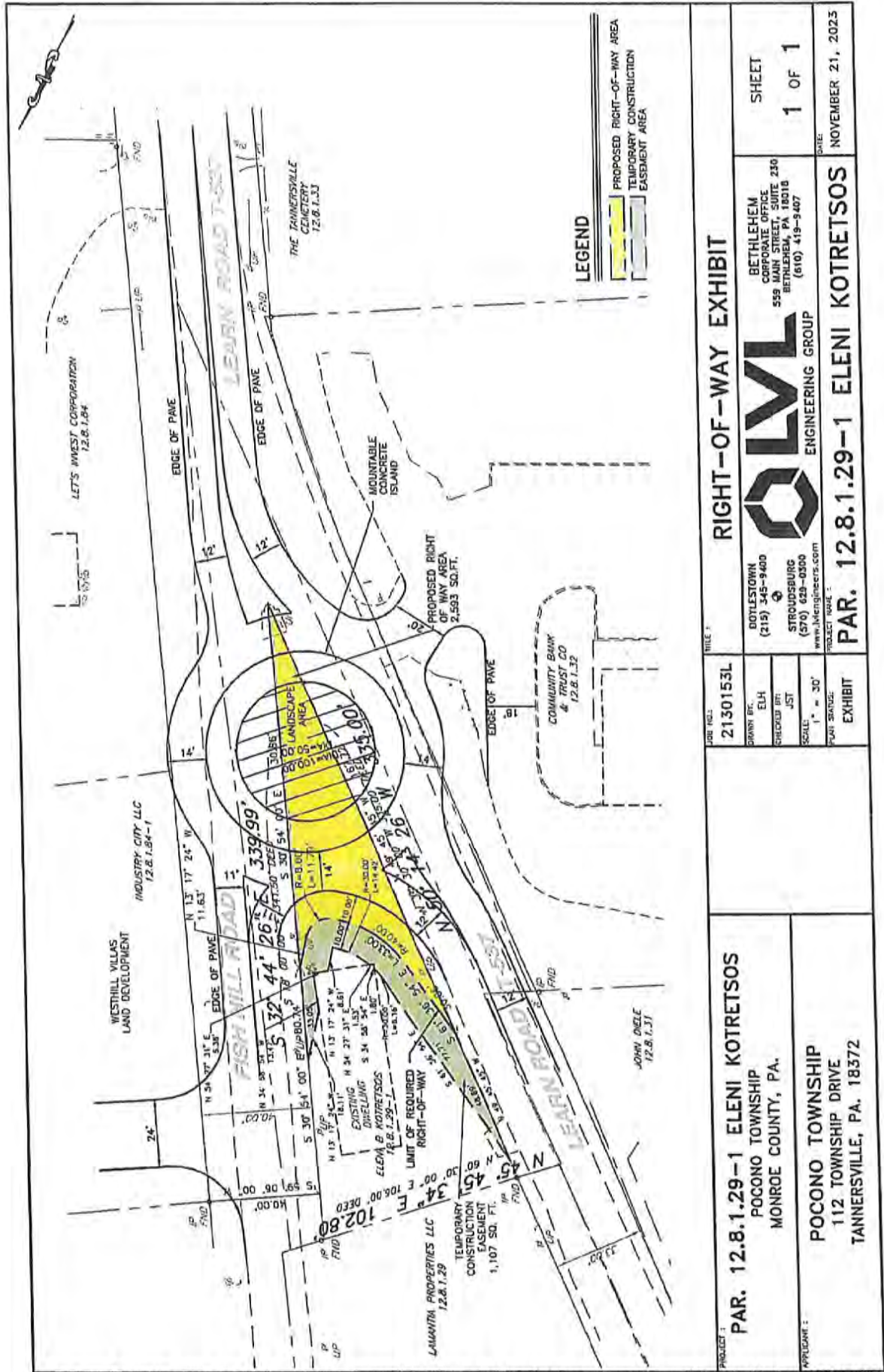
DULY ADOPTED, this ____ day of _____, 2025 by the Board of Commissioners of the Township of Pocono , Monroe County, Pennsylvania, in lawful session duly assembled.

ATTEST:

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

By: _____
Jerrold Belvin
Township Manager

By: _____
Richard Wielebinski
President



PROJECT		TITLE		RIGHT-OF-WAY EXHIBIT	
PAR. 12.8.1.29-1 ELENI KOTRETSOS		21301531	21301531	RIGHT-OF-WAY EXHIBIT	
POCONO TOWNSHIP MONROE COUNTY, PA.		DRAWN BY: ELH	DOTLESTOWN (215) 345-9400	BETHLEHEM CORPORATE OFFICE 559 MAIN STREET, SUITE 230 BETHLEHEM, PA 18018 (610) 419-9407	
POCONO TOWNSHIP 112 TOWNSHIP DRIVE TANNERSVILLE, PA. 18372		CHECKED BY: JST	STROUDSBURG (570) 623-0300 www.kengineers.com	ENGINEERING GROUP	
APPLICANT:		SCALE: 1" = 30'	PROJECT NAME:	PAR. 12.8.1.29-1 ELENI KOTRETSOS	
		PLAN STATUS:	EXHIBIT	DATE: NOVEMBER 21, 2023	

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-20

A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE 2054 ROUTE 0611 MINOR SUBDIVISION PLAN

WHEREAS, the applicant, Trap Enterprises, LLC, submitted a minor subdivision plan application titled “Final Lot Line Adjustment Plan – 2054 Route 0611” (the “Plan”). The Plan proposes to subdivide Proposed Lot-A having an area of 4.57 acres from Monroe County Parcel ID No. 12.11.1.32-5 and conveying it to Monroe County Parcel ID No. 12.11.1.8-3. Proposed Parcel ID No. 12.11.1.32-5 will have an area of 79.46 acres. Proposed Monroe County Parcel ID No. 12.11.1.8-3 will have an area of 9.97 acres; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated April 11, 2025; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on May 12, 2025; and

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

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

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

1. SALDO Sections 390-22 – Boundary Survey. *Applicant shall not be required to provide a boundary survey.*

That the “Final Lot Line Adjustment Plan – 2054 Route 0611” as shown on the plan prepared by prepared by Hanover Engineering Associates, dated March 25, 2025, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letter dated April 11, 2025.
2. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
3. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.

4. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
5. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.
6. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the application is denied.

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

ATTEST:

Township of Pocono
Board of Commissioners

By: _____

Print Name: Jerros Belvin
Title: Township Manager

By: _____

Print Name: Richard Wielebinski
Title: President

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2025-21

**A RESOLUTION GRANTING CONDITIONAL FINAL APPROVAL OF
THE TRAPASSO HOTEL EVENT CENTER PRELIMINARY/FINAL
MAJOR SUBDIVISION AND LAND DEVELOPMENT PLAN**

WHEREAS, the applicant, Trap Enterprises, LLC, submitted a preliminary/final land development plan application for a plan titled "Trapasso Hotel Event Center" (the "Plan"). The Plan proposes the construction of a 10,050 square foot event center, located in the C Commercial Zoning District on a portion of Monroe County Parcel ID No. 12.11.1.32-5; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated February 6, 2025 and May 12, 2025; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional preliminary/final plan approval of the Plan at a meeting held on May 12, 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 390-29.J.(6) – Current Title Search Report. *Applicant shall be permitted to provide a current deed to confirm who owns the property.*
2. SALDO Section 390-29.K.(3) – Phase 1 Environmental Site Assessment. *Applicant shall not be required to provide a Phase 1 Environmental Site Assessment.*
3. SALDO Section 390-55.C.(2)(e) – Parking Islands. *Applicant shall not have to install a shade tree on one of the planting islands, as shown on the Plan, due to the location of the underground infiltration system.*
4. SALDO Section 390-55.D.(1)(a) and (e) – Street Trees. *Applicant is not proposing street trees along SR 0611 as they are not permitted within the PennDOT right-of-way. A total of 5 street trees are proposed as part of the previously approved hotel project.*

5. SALDO Section 390-55.F.(3)(e) – Buffer along Property Lines. *Applicant is not proposing a buffer along the southern side property line due to underground utilities and an approximate 40-foot change in grade which would aid in the screening of the project from the adjacent property.*

That the following request for waiver from the Brodhead/McMichael Creek Stormwater Management Ordinance is hereby granted:

1. SMO Section 365-11.A.(2)(a) – “Minimum depth of 24 inches between basin bottom and limiting zone.” *Applicant is requesting a modification due to current underground conditions which have rock within the area of the stormwater management basin.*

That the “Trapasso Hotel Event Center” as shown on the preliminary/final land development plan prepared by Pennoni Associates, Inc., dated December 13, 2024, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letter dated February 6, 2025 and May 12, 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 any outstanding plan account charges, all professional services fees, and a fee in lieu of dedicating open space in an amount to be identified by the Township Engineer.
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 Board of Commissioners
Regular Meeting Minutes
May 13, 2025 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on May 13, 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; Amber Salazar-SFM Consulting; Erica Tomas-Administrative Assistant; Jennifer Gambino-Asst. Public Works Manager.

Public Comment

- Charles Keppler (Resident)–Made announcement that he would be livestreaming the meeting via Facebook. Expressed concerns on library moving out of Pocono Township. (Discussion with Rich Wielebinski on Townships stance on library).
- Cheryl Parks (Resident) – Updated everyone on dog count. Is concerned with the runoff of canine feces and urine going into the wetlands and/or well water. Also felt that the kennel owners buried a natural spring. (Discussion with Brian).

Announcements

- An executive session was held prior to this meeting to discuss personnel & litigation.
- 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. **The applicants have withdrawn this project.**

Presentations

- R. Wielebinski, 2nd N. Leap- made a motion to table 611 land development waivers. All in favor. Motion carried.
611 Land Development LLC – Waiver Requests and Plan Revisions

Resolutions

R. Wielebinski, 2nd N. Leap-Motion to TABLE Resolution 2025-07 611 Land Development-Discussion held with applicants engineer, board of commissioners, Manager- All in Favor. Motion Carried

R. Wielebinski, 2nd M. Velardi-Motion to approve Resolution 2025-16 Authorizing the submission of Greenways, Trails, and Recreation Program (GTRP) Grant Application to the Commonwealth Financing Authority-Presentation given by manager & Asst. PW Manager-All in Favor, Motion Carried

R. Wielebinski, 2nd N. Leap-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.-Questions/Discussion from BOC in regard to sewer line extension up Sullivan Trail. -All in Favor. Motion Carried

Consent Agenda

R. Wielebinski, 2nd M. Velardi- Made a motion to approve the 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. Question from E. Gndt, short discussion.-All in favor, Motion Carried.

Commissioner Comments

Richard Wielebinski – President

R. Wielebinski 2nd N. Leap -Made the motion to TABLE Lateral Transfer program for PTPD. Discussion, Solicitor stated it will be on the next meeting.-All in Favor, Motion Carried.

R. Wielebinski, 2nd N. Leap-Made the motion to accept Off-Duty Injury Policy for PTPD, as approved by Chief Wagner & Labor Council-All in Favor, Motion Carried.

R. Wielebinski, 2nd B. Winot, Made the motion to accept Act 120 Sponsorship program for PTPD. Discussion between BOC, Chief & Manager-All in Favor, Motion Carried.

R. Wielebinski, M. Velardi Made a 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) Question from E. Gndt, -All in Favor, Motion Carried.

Natasha Leap – Vice President

- Made the announcement of the Knox Box ordinance meeting May 19th at 12pm, invited all those who still had questions to come to the meeting.
- Questioned Township Manager on what the audio file retention policy was, polled board for public workshop to discuss public comment, once the move to the new 205 Old Mill Rd was complete. Manager will schedule after the move.

Ellen Gndt – Commissioner

- Update – Solar Field-Township Engineer had given update on recent complaint and issues with the rainstorm and retention basin failures. Lengthy discussion from BOC. The board directed Township Engineer / Zoning to issue a cease & desist order until the proper repairs are completed, and reinspection has been completed.
- Short Discussion on public comment to follow up with N. Leap prior discussion.
- Requested Solicitor to craft a legal opinion on Land development extension & final land development extensions. E. Gndt would like the motions added to 5-19 agenda.
- Lengthy discussion by BOC, Manager & Solicitor-on board vs manager directives, Facebook posting, and records requests and chain of command/custody for records. Manager will explore a sample policy to present to board.

Brian Winot – Commissioner

- B. Winot 2nd M. Velardi-Made a Motion to enter into an agreement with Enterprise Leasing for Fleet Lease/Purchasing/upfit. Discussion by BOC, Chief, PW Director, Solicitor & Manager-All in Favor. Motion Carried.

Mike Velardi – Commissioner

Reports

Zoning Report-Amber Salazar

BOC has requested a monthly Sewage report from the SEO. N. Leap & R. Wielebinski stated they did not need a report.

- R. Wielebinski, 2nd M. Velardi made a motion to authorize the zoning office to conduct an inspection at 126 North Lane for a potentially dangerous structure.-,Lengthy discussion from BOC, Zoning, Manager, Solicitor-Nay: N. Leap, RW, BW, MV, EG-approve-Motion Carried
- R. Wielebinski, 2nd B. Winot, Made a motion to authorize zoning and legal to proceed with a settlement agreement with the owner of the property located at 145 Marcelle Terrace-All in Favor, Motion Carried

Police Report – Chief James Wagner

April monthly statistics are as follows:

1,234 total calls for service, up from 2024 (1202), 36 Arrests, 30 Accidents, 576 traffic contacts: 281 Citations, 295 Warning, 58 Major Crimes. Extensive annual training had occurred in the month of April. Community Policing event count for the year, higher than ever.

- R. Wielebinski, 2nd M. Velardi- 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-All in Favor, Motion Carried

Manager Report – Jerrod Belvin

Manager Report

NCC Building Project: Progress continues at the NCC building. Awaiting completion of exterior painting, paving, sealcoating, and line striping. Public Works is restoring the historic grader from the Learn Farm.

Sullivan's March Sign Restoration: The Sullivan's March historical sign is going to be undergoing restoration this summer.

BOC & Planning Commission Workshops: Joint workshops between the Board of Commissioners (BOC) and Planning Commission (PC) will commence on June 23 at 5:00 PM.

Jane Cilurso Memorial Sign: The new Jane Cilurso Memorial Sign was successfully installed at Learn Road Park

Township Website Upgrade: After reviewing current expense issues, we initiated discussions with alternative providers for township website.

Center City Beautification Grant: We have been approved for a "Center City Beautification" grant sponsored by the Pocono Mountains Visitors Bureau (PMVB).

Public Works – Patrick Briegel

Sewer Business Update – Short Discussion

MCTI & Sullivan Trail Expansions-No Update

Current Public Works Projects – Working on NCC exterior & misc. drainage issues, Splash Pad set for opening on Memorial Day.

- R. Wielebinski, 2nd N. Leap-Made a motion to approve hiring T&M Services for Integration and Communications.-Short discussion from BOC, Engineer, DPW Director & Manager-All in Favor, Motion Carried
- R. Wielebinski, 2nd M. Velardi-Made a motion to approve the purchase of a new 2025 Peterbilt Chassis and upfit.-Discussion was held in regard to paint color, costars, upfitting, timeline, cost, brand.-N. Leap-NAY, RW, EG, BW, MV-All In favor-Motion Carried
- Motion to approve the purchase of a transportable flow meter from Hartco Environmental LLC in the amount of \$11,058.00.-Discussion was held by BOC, Manager, DPW Director-All in Favor, Motion Carried
- R. Wielebinski, 2nd M. Velardi-Motion to adopt "Sourcewell" as part of the official procurement process policy-Discussion held by BOC. -All in Favor, Motion Carried

Township Events Report-Jennifer Gambino

- R. Wielebinski, 2nd M. Velardi-Made a motion to waive Pavilion Fee's for the Hamilton Day Lodge for July 30th -All in Favor, Motion Carried
- R. Wielebinski, 2nd M. Velardi-Made a motion to waive Pavilion Fee's for the Pocono Mountain East Jr. High Emotional Support for May 23rd. -All in Favor, Motion Carried
- R. Wielebinski, 2nd B. Winot- Made a motion to waive Pavilion Fee's for the Pocono Mountain East High School Volleyball Team for May 30th. -All in Favor, Motion Carried

Township Engineer Report-Jon Tresslar

Sewer Business Update-No Update

Learn Road safety enhancement project and roundabout survey work.-Discussion on easements, detour, and timeline.

TASA Project-Discussion on easements & timeline

Discussion on Shine Hill Rd traffic study. PW will install intersections & signs; N. Leap was in opposition.

Discussion on Woodlands/Cranberry traffic study. PW will install intersections & signs.

Township Solicitor Report-Leo V. DeVito

Sewer Business Update-No Update

General legal update

- R. Wielebinski, M. Velardi,-Made a 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. Short presentation by Grace Church solicitor Jeff Durney & Discussion by BOC - All in Favor, Motion Carried

Update – Archer Lane-Quick update as Mr. Archer has passed the court filing for the name change to "Estate of James Archer" has been filed.

Learn Road Easement Process-Quick update on easements.

TASA Sidewalk Update – Easements- Process-Quick update on easements

Public Comment

Cheryl Parks (Resident) – Brought up questions/comments on code enforcement, 1983 zoning map & validity on 1983 meeting notes. Further comments on Kennel hearing.

Charles Keppler (Resident) –Additional Facebook concerns for dial in meeting & the importance of connectivity

Matthew Long (Resident) – Voiced concerns over Facebook posting in regard to the "dead of the night" post. Apologized for the mistake. Voiced concerns on comments from commissioners online & via text. Stated commissioners would not meet with them. Lengthy discussion on attendance at fishing derby & each other's versions of transparency.

Betsy Casiano (Resident) – Thanked current board & previous board on helping on Core 5 Stadden Rd property land development to be stopped. Praised positivity to board & thanked them for their service.

Adjournment – R. Wielebinski 2nd M. Velardi made a motion to adjourn the meeting 9:11 p.m. All in favor.
Motion carried.

POCONO TOWNSHIP

Monday May 19, 2025

SUMMARY

Ratify

General Fund	\$	24,358.55
Payroll	\$	150,129.19
Sewer Operating	\$	502.21
Sewer Construction	\$	12,370.79
Capital Reserve	\$	500.00

Bill List

TOTAL General Fund	\$	421,112.09
TOTAL Sewer <u>OPERATING</u> Fund	\$	164,841.03
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	3,934.00
TOTAL Capital Reserve Fund	\$	100,033.40
Liquid Fuels		
TOTAL EXPENDITURES	\$	877,781.26

Fire Tax Disbursement	\$	56,865.61
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Budget Adjustments

General Fund	\$	-
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	5,000.00

<u>Budget Appropriations</u>	\$	5,000.00
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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

Monday May 19, 2025

General Fund					
Date	TYPE	Vendor	Memo	Amount	
05/02/2025	ACH		PAYROLL ENDING 5/11/25	\$ 150,129.19	
			TOTAL PAYROLL	\$ 150,129.19	
General Expenditures					
Date	Check	Vendor	Memo	Amount	
05/05/2025	2498	PENTELEDATA	Police & Heritage Center Internet	824.13	
05/05/2025	2499	PENTELEDATA	TWP & Old Mill Rd Internet	335.85	
05/05/2025	2500	Vector Security, Inc	5/6/25 thru 8/5/25 Service	181.92	
05/05/2025	2501	Blue Ridge Communications	Police & TWP Phones	416.65	
05/12/2025	2502	Breathe EZ Air Duct Cleaning	Old Mill Rd Air Duct Cleaning	22,500.00	
05/13/2025	2503	Tannersville Lions Club	2024 Sponsorship	100.00	
			TOTAL General Fund Bills	\$ 24,358.55	
Sewer Operating Fund					
Date	Check	Vendor	Memo	Amount	
05/05/2025	1339	PENTELEDATA	Pump Stations Internet	369.75	
05/06/2025	1340	BLUE RIDGE COMMUNICATIONS	Pump Station 1 Phone	132.46	
			TOTAL Sewer Operating Fund	\$ 502.21	
Sewer Construction Fund					
Date	Check	Vendor	Memo	Amount	
05/14/2025	1015	MULTI-DIMENSIONAL INTEGRATION INC.	Scheduled support	12,370.79	
			TOTAL Sewer Construction Fund	\$ 12,370.79	
Capital Reserve Fund					
Date	Check	Vendor	Memo	Amount	
05/12/2025	1105	Seitz Brothers Property Holding, Inc.	Easement	500.00	
			TOTAL Capital Reserve Fund	\$ 500.00	
TOTAL General Fund					
TOTAL Sewer Operating					
			24,358.55		
			502.21	Authorized by:	
TOTAL Sewer Construction					
Total Capital Reserve					
			12,370.79		
			500.00	Transferred by:	
			37,731.55		

POCONO TOWNSHIP CHECK LISTING

Monday May 19, 2025

General Fund

Date	Check	Vendor	Memo	Amount
05/13/2025	2504	ADP, INC	Payroll Time & Attendance 3/31, 4/13 & 4/14 & 4/27/25	1,284.02
05/13/2025	2505	AFLAC	Supplemental Insurance	349.56
05/13/2025	2506	All It's Cracked Up To Be LLC	Bandanas	300.00
05/13/2025	2507	ARGS Technology, LLC	TWP IT Services	9,858.45
05/13/2025	2508	Auto Parts of Tannersville, Inc.	Shop, Police & Public Works supplies	508.65
05/13/2025	2509	Bagley, Alex	2/28/25 Uniform Reimb	163.00
05/13/2025	2510	Bartush Signs, Inc.	8" Tail Logo Sign for NCC	8,013.95
05/13/2025	2511	Blue Ridge Lumber	Supplies for NCC	546.99
05/13/2025	2512	Brodhead Creek Regional Authority	Kenny's Way & TWP Sewer	247.50
05/13/2025	2513	Broughal & DeVito, L.L.P.	Matter 3043-25 General Billing File 2025.	9,146.50
05/13/2025	2514	Build All Construction	NCC Roof Remodel	62,370.00
05/13/2025	2515	Cefali & Associates PC	Feb & Mar 2025 Services	612.50
05/13/2025	2516	Cleveland Brothers Equip. Co.	Heavy Equip Maint	181.23
05/13/2025	2517	Corona Butcher	Fishing Derby Food	170.00
05/13/2025	2518	Cyphers Truck Parts	Adapter for NCC	12.40
05/13/2025	2519	D'Amico's Auto Body Shop, Inc.	1/18/25 Spike Strips Incident Repair	1,033.16
05/13/2025	2520	DES-CPR, Inc.	Apr 2025 TWP Recycling	37.50
05/13/2025	2521	E.M. Kutz, Inc.	Relief Valve for Truck 6	60.61
05/13/2025	2522	Eckert, Seamans, Cherin & Mellott, LLC	Special Counsel Services	2,067.80
05/13/2025	2523	EZ Flex Sport Mats	Pocono TWP Police Dept Mats	9,774.36
05/13/2025	2524	Francis Smith & Sons Inc	Fleet Card PC Service	210.00
05/13/2025	2525	Furino Mech Contracting & Furino Fuels	HVAC Service	29,026.31
05/13/2025	2526	GAMBINO, JENNIFER	April 2025 Mileage Reimb	19.86
05/13/2025	2527	Gleco Paints, Inc.	Yellow Paint	329.25
05/13/2025	2528	Gnandt, Ellen	PSATS Reimb 2025	568.32
05/13/2025	2529	Gotta Go Polties, Inc.	TLC Park Rentals	890.00
05/13/2025	2530	Grant Success Lab	May 2025 Grant Services	3,300.00
05/13/2025	2531	H. M. Beers, Inc.	Apr 2025 SEO Services	2,700.00
05/13/2025	2532	Iannazzo, Marc	5/2/25 Uniform Reimb	148.00
05/13/2025	2533	Jan-Pro of NEPA	Cleaning	1,770.12
05/13/2025	2534	Kimball Midwest	Truck Supplies	642.43
05/13/2025	2535	Locust Ridge Quarry	338920	671.28
05/13/2025	2536	Lowe's	NCC Supplies	253.11
05/13/2025	2537	Loysen, Jim	PSATS Reimb	169.40
05/13/2025	2538	MacDougall, Krisann	PSATS Reimb	256.40
05/13/2025	2539	Marki Rolloff Container, Inc.	2025 Spring Clean-Up/NCC Garbage pickup	19,417.60
05/13/2025	2540	Marshall Machinery, Inc.	Scag Blade	74.52
05/13/2025	2541	MAULA, MAURA	MVP Yoga	60.00
05/13/2025	2542	Medico Construction Equipment Inc.	Oil Filter, Air, Filters; Fuel; Fuel Water	653.91
05/13/2025	2543	Miller, Larry	5/4/25 Uniform Reimb	154.39
05/13/2025	2544	Moritz Embroidery Works, Inc.	Admin Uniforms	164.20
05/13/2025	2545	Mountain Road Feed Store	Weed Fabric for NCC	280.00
05/13/2025	2546	MRM Workers' Compensation Pooled Trust	Install 9 of 12 2025	16,534.28
05/13/2025	2547	Nationwide - 457	EE Contribution	5,158.90
05/13/2025	2548	NEPA Business Technologies LLC	TWP & Police Phone Support May 25	98.00
05/13/2025	2549	Newman Williams, P.C.	Apr 2025 Services	1,000.00

05/13/2025	2550	P & D Emergency Services	Truck 11 Service	233.00
05/13/2025	2551	PMHIC	Health Ins	70,869.49
05/13/2025	2552	Pocono Lake Supply Company	While Mason Sand for MVP	1,125.00
05/13/2025	2553	Pocono Record	Bid Advertising	986.86
05/13/2025	2554	Portland Contractors, Inc.	April 2025 Services	350.00
05/13/2025	2555	PPL Electric Utilities	Traffic Lights	142.28
05/13/2025	2556	PPL Electric Utilities	NCC, TWP, Park & Kenny's Way Electric	5,946.12
05/13/2025	2557	Rebelje, Liam	5/2/25 Training Reimb	291.35
05/13/2025	2558	Sarcinello Planning & GIS Services	April 2025 Zoning Ordinance Amendments	4,124.07
05/13/2025	2559	Shick, Tom	5/8/25 Workbooks Reimb	94.49
05/13/2025	2560	SiteOne Landscape Supply	Vegetation Control	1,627.47
05/13/2025	2561	Sparkle Car Wash	April 2025 Car Washes	18.80
05/13/2025	2562	Slaples	Office Supplies	79.41
05/13/2025	2563	State Workers' Insurance Fund	Install 5 of 10 2025	2,770.00
05/13/2025	2564	T&M Associates	Engineering	24,794.93
05/13/2025	2565	Tausendfreundt, Kylie	5/6/25 Uniform Reimb	99.58
05/13/2025	2566	TRAISR, LLC	Mar 2025 SaaS	733.33
05/13/2025	2567	TRP Allentown	Pulley for Truck 9	107.93
05/13/2025	2568	UNIFIRST Corporation	TWP Mails	87.70
05/13/2025	2569	Versalift East LLC	PW Bucket Truck Inspection	698.65
05/13/2025	2570	Wayne Bank*	New TWP Complex Loan Interest 2025	108,757.49
05/13/2025	2571	Wilson Products Compressed Gas Co.	Argon & Oxygen Cylinder Rentals	16.50
05/13/2025	2572	Wittel, Jason	Tri Axle Lettering & Numbers	230.00
05/13/2025	2573	World Fuel Services, Inc.	CONV Unleaded w/10% Ethanol 741 gal	2,355.71
05/13/2025	2574	Reliable Sign & Striping	TWP Complex Sign	37.50
05/13/2025	2575	World Fuel Services, Inc.	CONV Unleaded w/10% Ethanol	2,472.97
05/13/2025	2576	Zindle Construction LLC	GFI Breaker for NCC	353.00
05/13/2025	2577	Blue Ridge Lumber	Supplies for NCC	99.98
05/13/2025	2578	Donna Kenderdine Reporting	3/25 & 4/21/25 Public Hearings	300.00
TOTAL GENERAL FUND				\$421,112.09

Sewer Operating

Date	Check	Vendor	Memo	Amount
05/13/2025	1341	Auto Parts of Tannersville, Inc.	Oil & Filter for Truck 7	45.72
05/13/2025	1342	BLUE RIDGE COMMUNICATIONS	Pump Station 5 Phone	66.23
05/13/2025	1343	BRODHEAD CREEK REGIONAL AUTHORITY	May 2025 Sewer Marking	1,500.00
05/13/2025	1344	BRODHEAD CREEK REGIONAL AUTHORITY	May 2025 O&M	112,047.92
05/13/2025	1345	BROUGHAL & DEVITO, L.L.P.	Matter 14PT0012 Pocono TWP Sewer Matters	313.50
05/13/2025	1346	EEMA O&M Services Group, Inc.	May 2025 O&M	12,293.77
05/13/2025	1347	Evqua Water Technologies LLC	PS 5 Biocide Treatment	4,572.93
05/13/2025	1348	Exeter Supply Co., Inc.	Valve Box Covers	3,834.19
05/13/2025	1349	Marshall Machinery, Inc.	Mulcher & Skidsteer Rental	1,033.50
05/13/2025	1350	Pocono Township	April 2025 Sewer Admin & Overhead	15,303.25
05/13/2025	1351	PPL Electric Utilities*	Sewer Station Lighting	3,665.91
05/13/2025	1352	T&M ASSOCIATES	ENGINEERING	8,759.05
05/13/2025	1353	TRAISR, LLC	Mar 2025 SaaS	366.67
05/13/2025	1354	Verizon	Sewer SCADA System	35.89
05/14/2025	1355	LRM, Inc	Calibration of Equipment	1,002.50
TOTAL Sewer Operating Fund				\$164,841.03

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
05/14/2025	1016	T&M Associates	Proj POC000011 Bartonsville Ave Sewer Line Ext	3,934.00
TOTAL Sewer Construction Fund				<u>\$3,934.00</u>

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
05/14/2025	1106	Bartush Signs, Inc.	2 - 4' x 8' Non-Illuminated Sign Cabinets	7,555.80
05/14/2025	1107	T&M Associates	Engineering	16,277.60
05/14/2025	1108	Troy Mechanical, Inc.	Bathroom Fitout; 7 Propane Heaters; Gas Rooflop Unit	76,200.00
TOTAL Capital Reserve Fund				<u>\$100,033.40</u>

Liquid Fuels

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

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
05/09/2025	1060	Pocono Township Volunteer Fire Co.	PMT 6 2025	\$ 56,865.61
TOTAL Fire Tax				<u>\$56,865.61</u>

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

\$ 421,112.09
 \$ 164,841.03
 \$ 3,934.00
 \$ 100,033.40
 \$ 56,865.61
 \$ 746,786.13

Authorized by: _____

Transferred by: _____

BUDGET ADJUSTMENTS REQUEST 2025

Monday May 19, 2025

GENERAL FUND		Amount	TO	Amount	
FROM					
406.215 General Gov't Postage 430.376 PW Equip Maint. & Supp 454.373 Park Repairs & Maintenance	406.215 General Gov't Postage	500.00	405.460 -Secretary Meetings & Training	500.00	Line needs to be increased to ensure sufficient funding for the rest of the year
	430.376 PW Equip Maint. & Supp	2,500.00	438.613 -Vegetation Control	2,500.00	Line needs to be increased to ensure sufficient funding for the rest of the year
	454.373 Park Repairs & Maintenance	2,000.00	454.374 - Park Equipment Maintenance	2,000.00	Line needs to be increased to ensure sufficient funding for the rest of the year
TOTAL ADJUSTMENTS		5,000.00		5,000.00	

INTEROFFICE MEMORANDUM

TO: POCONO TOWNSHIP BOARD OF COMMISSIONERS

FROM: SHAWN MCGLYNN, ZONING AND CODE ENFORCEMENT OFFICER

SUBJECT: DANGEROUS STRUCTURE REPORT

DATE: APRIL 25, 2025

CC: JERROD BELVIN, TOWNSHIP MANAGER
LEO DEVITO, TOWNSHIP SOLICITOR

Board of Commissioners:

Pursuant to §382-5 of Chapter 382 of the Pocono Township Code of Ordinances, *Pocono Township Dangerous Structures Ordinance*, this document shall serve as the investigation report for the dangerous and unsafe structure situated at 268 Laurel Lake Road, PIN#12638203007656, Tax I.D. # 12.9A.1.99 (the Property). The Zoning and Building Code Office inspected the Property on March 27, 2025, and made the following observations:

1. The primary structure on the Property is a single-family dwelling, built in 1906 on a 1.10-acre lot located in the R-1 District of Pocono Township. The subject building (the Building) is a single-story two-car garage.
2. The primary structure on the Property appears to be in good condition and is secure from entry.
3. The Building is a one-story stick-frame building constructed on a concrete slab.
4. The exterior of the Building has stucco and wood siding with a shingle roof.
5. The Building shows signs of prolonged neglect and is in a state of disrepair.
6. A significant open crack runs from the concrete slab to the roofline on one side of the Building, compromising the structural integrity of the stick frame and causing visible collapse.
7. The roofline has been impacted by the same crack and is beginning to shift and collapse toward the damaged side.
8. The exterior wall framing has deteriorated from exposure to the elements.
9. There is extensive decay and partial collapse of the Building's exterior, allowing pests, rodents, environmental elements, etc. to enter.
10. The Building cannot be occupied.

ZONING AND BUILDING CODE OFFICE RECOMMENDATION

The Building is dilapidated, decayed, unsafe and dangerous to the health, morals and general welfare of the people of Pocono Township. The Zoning Office requests that the Board of Commissioners recognize the Building as a "dangerous structure" in accordance with Section 382-3 of the Township Code of Ordinances and order it to be demolished.



Photo Taken By: Danny Acosta
Date of Photo: 3/27/25



Photo Taken By: Danny Acosta
Date of Photo: 3/27/25



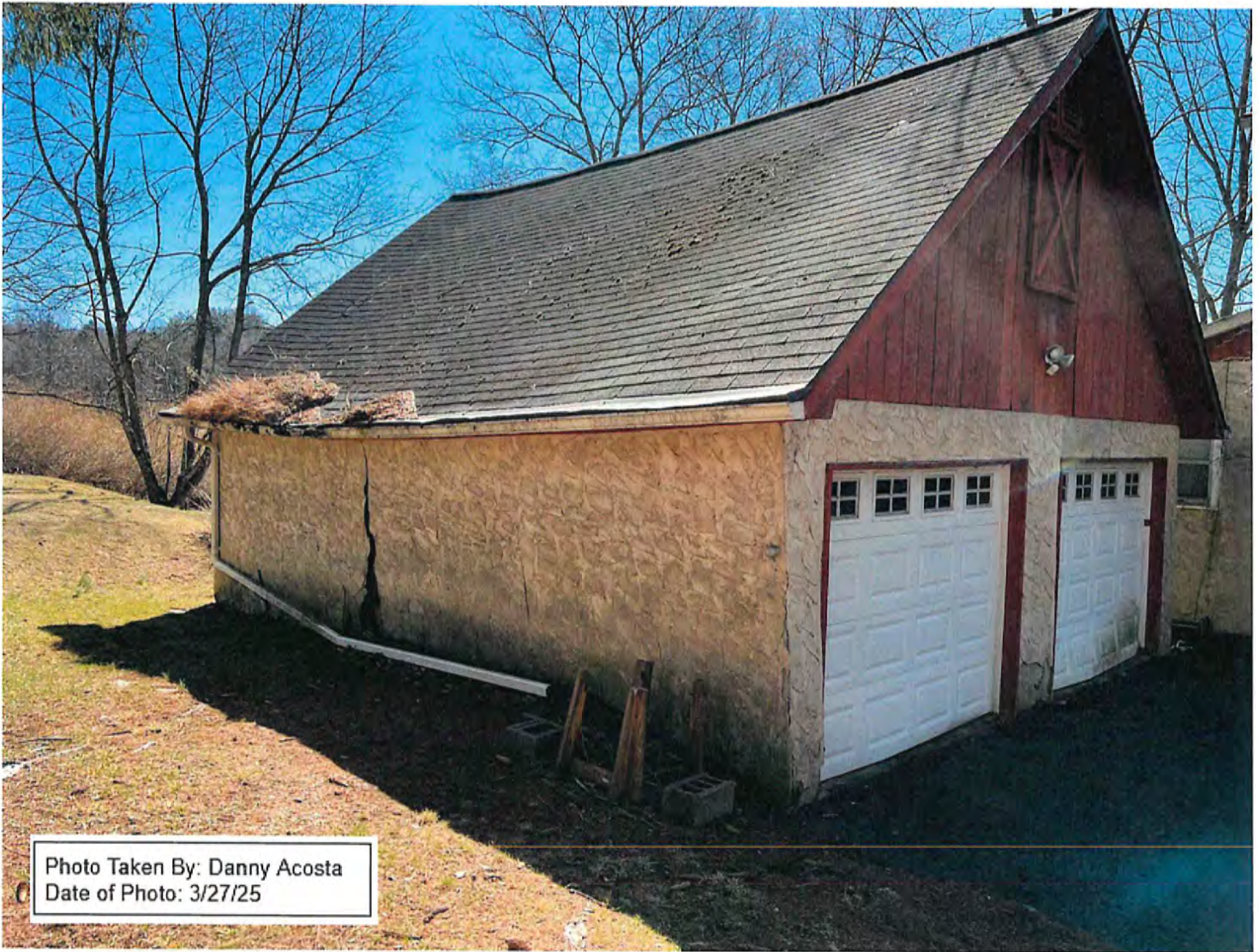


Photo Taken By: Danny Acosta
Date of Photo: 3/27/25



Photo Taken By: Danny Acosta
Date of Photo: 3/27/25

INTEROFFICE MEMORANDUM

TO: POCONO TOWNSHIP BOARD OF COMMISSIONERS

FROM: SHAWN MCGLYNN, ZONING AND CODE ENFORCEMENT OFFICER

SUBJECT: DANGEROUS STRUCTURE REPORT

DATE: APRIL 25, 2025

CC: JERROD BELVIN, TOWNSHIP MANAGER
LEO DEVITO, TOWNSHIP SOLICITOR

Board of Commissioners:

Pursuant to §382-5 of Chapter 382 of the Pocono Township Code of Ordinances, *Pocono Township Dangerous Structures Ordinance*, this document shall serve as the investigation report for the dangerous and unsafe structure situated at 2914 Bartonsville Avenue, also identified by Monroe County as PIN#12638100073723 and Tax I.D. # 12.9.1.48 (the Property). The Zoning and Building Code Office inspected the Property on March 27, 2025, and made the following observations:

1. There are two structures on the Property subject to this investigation. The primary structure on the Property (the Principal Building) is a single-family dwelling, built in 1902 on a 0.57-acre lot located in the R-2 Zoning District of Pocono Township. The secondary structure on the Property (the Accessory Building) is a single-story garage.
2. The Principal Building is a one-story stick-frame building on a slab foundation.
3. The Principal Building appears to have been vacant for several years and shows signs of prolonged neglect and is in a state of disrepair.
4. The interior of the Principal Building, visible through windows, is in a state of disrepair and shows collapsed ceilings and walls with insulation and debris scattered throughout.
5. The exterior of the Principal Building has aluminum siding. There is one area in particular where the exterior wall is without siding, allowing exposure to rain and snow.
6. The roof of the Principal Building is in need of replacement. The fascia is missing on many sides. There is a section of the roof that appears to be collapsing, possibly from an interior wall that has collapsed. The side of the Principal Building in this area is no longer level.
7. Construction debris and other dangerous materials such as broken windows and decaying wood products are laying around the exterior of the Principal Building open to anyone entering the property.
8. The Principal Building is not currently served by utilities and is considered uninhabitable in its present condition. Occupancy would not be permitted without substantial repairs or complete reconstruction.

9. The Accessory Building is a stick frame building with aluminum siding on a slab foundation.
10. The Accessory Building is nearly completely collapsed.
11. The structural components along with the assumed contents of the Accessory Building are scattered around the immediate area.
12. The Accessory Building cannot be used or occupied in its current condition.

ZONING OFFICE RECOMMENDATION

Both the Principal Building and Accessory Building are dilapidated, decayed, unsafe and dangerous to the health, morals and general welfare of the people of Pocono Township. The Zoning Office requests that the Board of Commissioners recognize the Buildings as "Dangerous Structures" in accordance with Section 382-3 of the Township Dangerous Building Ordinance. The Building Code Office recommends the Principal Building and the Accessory Building be ordered demolished.











May 13, 2025

Mr. Patrick Briegel
Pocono Township
112 Township Drive
Tannersville, PA 18372
Phone: (570) 629-1922
Email: pbriegel@poconopa.gov

**RE: BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT
POCONO TOWNSHIP, PA – BRODHEAD CREEK REGIONAL AUTHORITY PA - WATER
TOWER INJECTION POINT AND HEADWORKS
Evoqua Quote No. Q250213SB10**

Dear Mr. Briegel:

Evoqua Water Technologies LLC values your business, and we look forward to working with you in the years to come. Evoqua would like to extend the current pricing of \$1,100 per month to maintain and optimize the Bioxide® feed system at the Brodhead Creek Regional Authority's Water Tower Injection Point (Valve Station 1). A long with monitoring the liquid phase sulfide levels at the ARV just prior to the Water Tower Injection Point and monitor the atmospheric sulfide levels at the Brodhead Creek Regional Authority WWTP Headworks. To ensure proper system operation and maintain the desired treatment goals, Evoqua would like to propose the on-going service program listed below. This contract term is from May 12, 2025 to May 11, 2026.

Services provided for this program would include six seasonal visits during the one-year period following contract acceptance, and shall include:

- Vapor phase monitoring for performance evaluation and feed adjustments
 - A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H₂S concentrations at the control point. Continuous atmospheric H₂S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H₂S concentration exceed a high level or average alarm set point.
- Liquid phase testing for performance evaluation and feed adjustments, to include sampling for:
 - Dissolved sulfide
 - Residual nitrate
 - pH
 - Temperature
- Optimization of chemical feed rates based on seasonal conditions and vapor phase data
- Routine Maintenance of the Bioxide® feed system
- Repair/Replacement of normal wear components to include:
 - Diaphragms
 - Tubing and barb fittings
 - All *major* replacement parts, such as complete pumps, y-strainers control and calibration cabinet components will be replaced with your prior approval and will be invoiced following the respective visit.
- A report will be issued to Pocono Twp and Brodhead Regional each month noting the following:
 - Beginning feed rate in ml/min, gal/day
 - Adjusted feed rate in ml/min, gal/day
 - Vapor phase data
 - Listing of components replaced, repairs made (included every other month)

- General condition of the feed and storage equipment and recommendations (included every other month)

Seasonal visits are important so that seasonal temperature changes and chemical demand changes in the wastewater may be accounted for. System optimization minimizes long periods of time where there may be overfeeding or underfeeding of chemical. It will also lead to cost savings and increased system performance over systems that are not monitored in this manner.

PRICE

Evoqua is pleased to offer the following price for services for a one-year period, effective May 12, 2025 to May 11, 2026. Pricing shall be subject to annual review following this initial period:

Parts and Service Fee: **\$ 1,100 per month**

Remote Monitoring: **included in the service fee**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

If additional sampling/service visits outside the scope of this proposal are required at the request of Brodhead Regional, an additional invoice will be issued for **\$2,200** - equal to the cost of an unscheduled visit. Also, additional components outside the scope of regular service shall be invoiced at the time of services.

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

This price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

I hope this proposal meets with your approval and we look forward to working with you on this project. If you have any questions, please feel free to contact me at (302) 690-0805.

Sincerely,

Evoqua Water Technologies LLC

Tom Patton

Tom Patton
Technical Sales Representative

RE: **BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT**
POCONO TOWNSHIP, PA – PUMP STATION #5 AND
BRODHEAD CREEK REGIONAL AUTHORITY PA - WATER TOWER INJECTION POINT AND
HEADWORKS
Evoqua Quote No. Q250213SB10

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faq> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCOTERMS 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority

to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. Export Compliance. All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. Anti-Kickback Statute – Discounts. It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. Federal Program Participation. Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "**Federal Healthcare Programs**"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.



May 13, 2025

Mr. Patrick Briegel
Pocono Township, PA
P O Box 197
112 Township Drive
Tannersville, PA 18372
Email: pbriegel@poconopa.gov

**RE: 2025-2026 BIOXIDE® PRICING
POCONO TOWNSHIP, PA
Evoqua Quote No. Q250213SB11**

Dear Patrick:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

The price for BIOXIDE® for the coming year will be \$3.09 per gallon delivered. This letter will supersede previous pricing letter, dated July 12, 2024, due to the lower pricing that will take effect May 12, 2025, and remain firm through May 11, 2026. The above price is for BIOXIDE® and includes Link2Site® access for your advanced dosing sites and availability of smaller straight trucks for chemical deliveries. Any applicable taxes due are not included.

BIOXIDE, BIOXIDE-AQ and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE, AQUIT and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

The attached Evoqua Terms and Conditions are considered part of this notice and shall prevail.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions in odor and corrosion control. If you have any questions or comments, or if I can be of service to you in any way, please contact me at (302) 577-0050 or via email at Thomas.Patton@xylem.com. We look forward to working with the Township for years to come.

Sincerely,

Evoqua Water Technologies LLC

Thomas W. Patton

Thomas W. Patton
Technical Sales Representative

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7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole

authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

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11. Dispute Resolution. In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. Export Compliance. All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. Anti-Kickback Statute – Discounts. It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. Federal Program Participation. Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "**Federal Healthcare Programs**"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

**MARSHALL
MACHINERY, Inc.**

Invoice
Marshall Machinery, Inc.
2395 Route 715
Tannersville PA 18372
(570) 895-4884

**MARSHALL
MACHINERY, Inc.**

Email: info@marshall-machinery.com Website: www.marshall-machinery.com

Date: **May 15, 2025** Customer Contact: Phone: (570) 629-1922 Cell:

Customer: **Pocono Township (Brian)** Address: **112 TOWNSHIP DR**

City, State: **Tannersville, PA** Zip Code: **18372** Email: bespenshade@poconopa.gov

Invoice #: **69255** Salesman Name: **Jonathan Szempruch**

Please enter my order for the following merchandise to be: ☐ Picked up on or about
☐ To be delivered to this location: on or about

Qty	New / Used	Stock Number	Description	Serial Number	Amount
1	New	S14630	Willmar WSLG61SFX8501B Mower/Zero Turn	167500KM	\$ 14,401.50

Trade In's: Buyer certifies the below listed trade in equipment to be free and clear of all encumbrances except as noted hereon:			
Description	Serial Number	Trade Allowance	Amount Owed
			\$ -

Trade Allowance: \$ -
Factory Freight: \$ -
Dealer Discount: \$ 3,259.50
Trucking: \$ -
Subtotal: \$ 11,142.00
If state is NY, enter Jurisdiction Code: 0
State: EXEMPT Sales Tax: \$ -
If tax exempt, reason: Doc. Fee:
New OTR Tire Tax:
Trade Amount Owed: \$ -
Total: \$ 11,142.00

If M.M.I. is to deliver, Miles

All used equipment is sold AS IS unless noted in writing on this agreement. All warranty repairs made on the above equipment must be made in dealer's shop and buyer is responsible for hauling of the equipment for such repairs. The customer is fully responsible for repairs due to accident, misuse, or negligence.

Down Payment Received:
Cash ☐ Check ☐ Credit Card ☐ \$ -

Received by:

Balance Due to Be Paid by:

Amount Due on Marshall Machinery Customer Deposit

Amount Due on Marshall Machinery Customer Account

Finance ☐ Cash ☐ Check ☐ Credit Card ☐ \$ 11,142.00

It is the Purchaser's responsibility to ensure all safety procedures are followed by the equipment operator. Used equipment may not come with an operator's manual. If the Purchaser requests one, Dealer will attempt to acquire a manual, but is under no obligation to provide a manual.

Title to the goods sold shall remain with the Seller and the Seller's assigns until the unpaid balance of the price has been paid in full.

Customer Signature: Date:

Accounting

**MARSHALL
MACHINERY, Inc.**

**Invoice
Marshall Machinery, Inc.**

2395 Route 715
Tannersville PA 18372
(570) 895-4884

Email: info@marshall-machinery.com Website: www.marshall-machinery.com

**MARSHALL
MACHINERY, Inc.**

Date: May 15, 2025 Customer Contact: _____ Phone: (570)629-1922 Cell: _____

Customer: Pocono Township (Brian) Address: 112 TOWNSHIP DR

City, State: Tannersville, PA Zip Code: 18372 Email: bespenshade@poconopa.gov

Invoice #: 69255 Salesman Name: Jonathan Szempruch

Please enter my order for the following merchandise to be: ☐ Picked up on or about _____

☐ To be delivered to this location: _____ 0 _____ on or about _____

Qty	New / Used	Stock Number	Description	Serial Number	Amount
1	New	S14630	Willmar WSLG61SFX8501B Mower/Zero Turn	167500KM	\$ 14,401.50

Trade In's: Buyer certifies the below listed trade in equipment to be free and clear of all encumbrances except as noted hereon:

Description	Serial Number	Trade Allowance	Amount Owed
			\$ -

Trade Allowance:	\$ -
Factory Freight:	\$ -
Dealer Discount:	\$ 3,259.50
Trucking:	\$ -
Subtotal:	\$ 11,142.00
Sales Tax:	\$ -
Doc. Fee:	\$ -
New OTR Tire Tax:	\$ -
Trade Amount Owed:	\$ -
Total:	\$ 11,142.00

If M.M.I. is to deliver, Miles 0

All used equipment is sold AS IS unless noted in writing on this agreement. All

warranty repairs made on the above equipment must be made in dealer's shop

and buyer is responsible for hauling of the equipment for such repairs. The customer

is fully responsible for repairs due to accident, misuse, or negligence.

If state is NY, enter
Jurisdiction Code 0

State EXEMPT

If tax exempt, reason: 0

Down Payment Received:

Cash ☐ Check ☐ Credit Card ☐

Received by: 0

Balance Due to Be Paid by:

Amount Due on Marshall Machinery Customer Deposit

Amount Due on Marshall Machinery Customer Account

Finance ☐ Cash ☐ Check ☐ Credit Card ☐

It is the Purchaser's responsibility to ensure all safety
procedures are followed by the equipment operator. Used
equipment may not come with an operator's manual. If the
Purchaser requests one, Dealer will attempt to acquire a
manual, but is under no obligation to provide a manual.

Title to the goods sold shall remain with the Seller and the
Seller's assigns until the unpaid balance of the price has
been paid in full.

Customer Signature: _____ Date: _____

Customer

**MARSHALL
MACHINERY, Inc.**

Invoice
Marshall Machinery, Inc.
2395 Route 715
Tannersville PA 18372
(570) 895-4884

**MARSHALL
MACHINERY, Inc.**

Email: info@marshall-machinery.com Website: www.marshall-machinery.com

Date: **May 15, 2025** Customer Contact: Phone: **(570)629-1922** Cell:

Customer: **Pocono Township (Brian)** Address: **112 TOWNSHIP DR**

City, State: **Tannersville, PA** Zip Code: **18372** Email: **bespenshade@poconopa.gov**

Invoice #: **69338** Salesman Name: **Jonathan Szempruch**

Please enter my order for the following merchandise to be: ☐ Picked up on or about

☐ To be delivered to this location: on or about

Qty	New / Used	Stock Number	Description	Serial Number	Amount
1	New	S15096	Billy Goat Z3001 Blowers		\$ 15,499.00

Trade In's: Buyer certifies the below listed trade in equipment to be free and clear of all encumbrances except as noted hereon:

Description	Serial Number	Trade Allowance	Amount Owed
			\$ -

Trade Allowance: \$ -

Factory Freight: \$ -

Dealer Discount: \$ 3,564.77

Trucking: \$ -

Subtotal: \$ 11,934.23

If state is NY, enter
Jurisdiction Code 0

State EXEMPT Sales Tax: \$ -

Doc. Fee:

New OTR Tire Tax:

Trade Amount Owed: \$ -

Total: \$ 11,934.23

Down Payment Received:

Cash ☐ Check ☐ Credit Card ☐ \$ -

Received by:

Balance Due to Be Paid by:

Amount Due on Marshall Machinery Customer Deposit

Amount Due on Marshall Machinery Customer Account

Finance ☐ Cash ☐ Check ☐ Credit Card ☐ \$ 11,934.23

It is the Purchaser's responsibility to ensure all safety

procedures are followed by the equipment operator. Used
equipment may not come with an operator's manual. If the

Purchaser requests one, Dealer will attempt to acquire a
manual, but is under no obligation to provide a manual.

Customer Signature: Date:

Title to the goods sold shall remain with the Seller and the

Seller's assigns until the unpaid balance of the price has
been paid in full.

Accounting



YOUR GOALS. OUR MISSION.

May 13, 2025

Mr. Jerrod Belvin, Township Manager
Pocono Township
112 Township Drive
Tannersville PA 18372

SUBJECT: SYLVAN CASCADE ROAD ALIGNMENT

Dear Mr. Belvin:

At the request of the Director of Public Works, Mr. Patrick Briegel, I investigated courthouse records to determine if the exact location of the municipal boundary line between Pocono and Paradise Townships could be determined in the vicinity of Sylvan Cascade Road. The issue was raised because the two municipalities share improvement and maintenance costs of Sylvan Cascade Road depending upon the length of road in their respective jurisdictions. Based on monumentation observed in the field, Mr. Briegel questioned whether the amount of road, as shown on PennDOT's Liquid fuel Maps was an accurate indication of the length of road in each township. Depending upon the answer, the amount of cost sharing by each municipality may need to be re-examined.

My research found three subdivision plans along the stretch of road of interest. One was prepared by Larry Bailey, and two by Martin & Robbins. Both were very reputable surveyors. Two of the three plans, one by Larry Bailey and the other by Terry Martin state on the plans that the Township dividing line was located by field survey and based on monumentation found. The third plan, furthest to the east, doesn't contain that same verification. However, since it was also prepared by Martin & Robbins, I believe the location of the dividing line (shown on the plan) should be in accordance with their other survey work just to the west of this parcel along Sylvan Cascade Road. These plans were all approved by the Paradise Township Board of Supervisors. Copies of plans are attached.

The County GIS mapping of the municipal dividing line in the vicinity of Sylvan Cascade Road is near or at the location of the municipal dividing line shown on these subdivision plans. Therefore, the County GIS mapping represents an accurate depiction of the dividing line between Paradise and Pocono Townships as determined by the surveyors who prepared these plans. These same surveyors (and plans) also showed the location of Sylvan Cascade Road relative to the municipal dividing line. This differs markedly from that relationship shown on PennDOT's Liquid Fuels Map.

The current PennDOT Liquid Fuels Map for each township currently show three separate portions of Sylvan Cascade Road in Pocono Township; 0.26, 0.53, and 0.25 miles = 1.04 miles. This is approximately 5,491ft, or in round numbers, 5,500 feet. According to the plans cited above there are only approximately 1,250 feet of Sylvan Cascade Road in Pocono Township. There are approximately 490 lineal feet at the extreme eastern end at the intersection with SR 715. There are approximately 760 lineal feet in the southern portion of Parcel ID 36.1.1.36-2. The total length of Sylvan Cascade Road is 2.72 miles according to PennDOT Liquid Fuels Maps.



According to the same, $1.04/2.72 = 38\%$ is in Pocono Township. According to the more accurate survey as shown on recorded plans, the length of Sylvan Cascade Road in Pocono Township is $1250/5280/2.72 = 8.7\%$.

Sincerely,

Jon S. Tresslar, PE, PLS
Township_Engineer

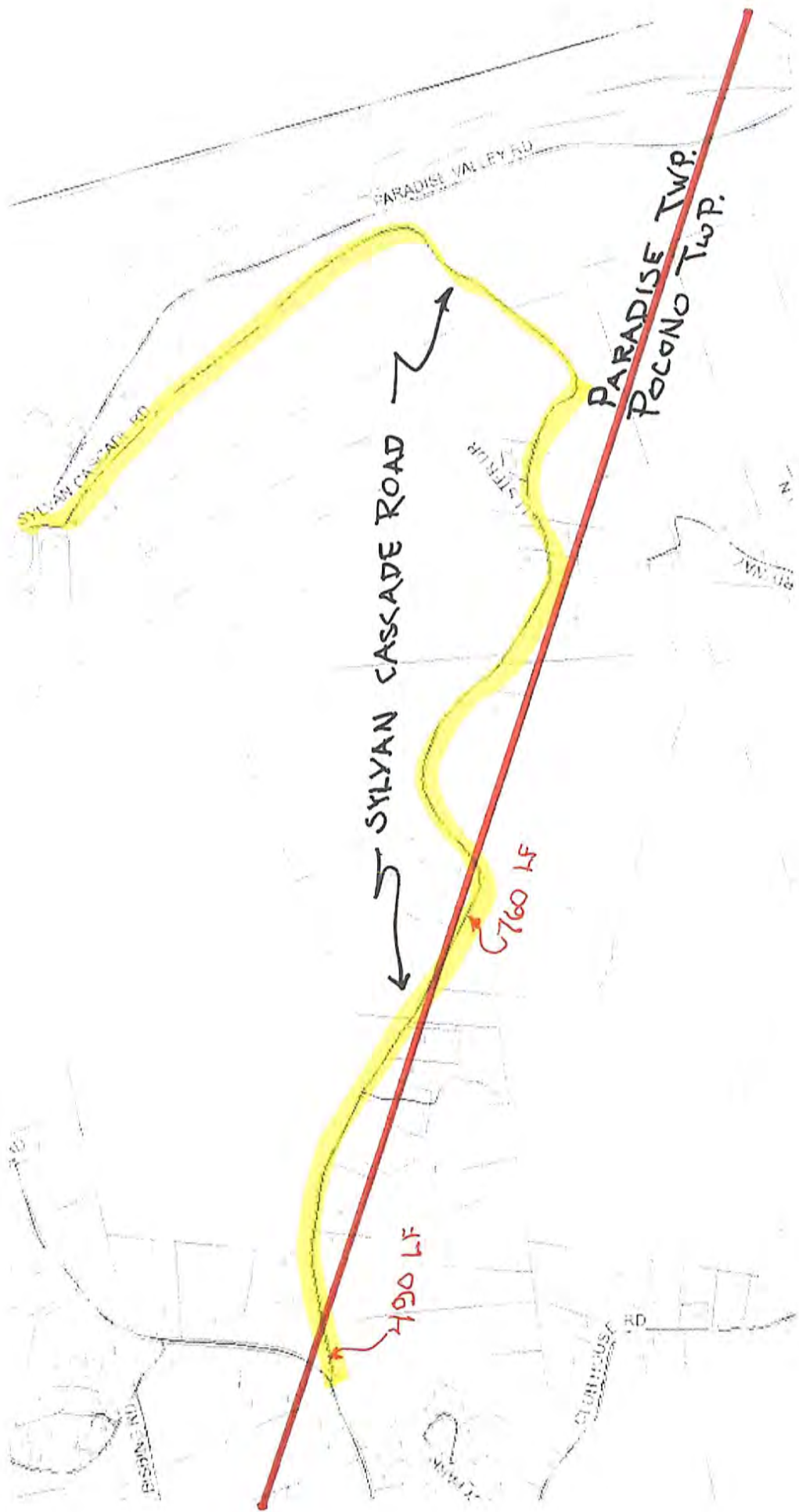
cc. Patrick Briegel, Director of Public Works
Leo DeVito, Esq., Township Solicitor

Attachments: Subdivision of Elsie Buser Estate, prepared by Lawrence Bailey, PLS
Subdivision of Lands of Allen E. Kochera and Janice M. Kochera, prepared by Martin and Robbins, Registered Surveyors.
Proposed Subdivision of lands of Susan R. Dogan and Jesse L Dogan Trust UA-Trust B, prepared by Martin and Robbins, Registered Surveyors
Pocono Township PennDOT Liquid Fuels Map
Paradise Township PennDOT Liquid Fuels Map
Portion of Monroe County GIS Mapping







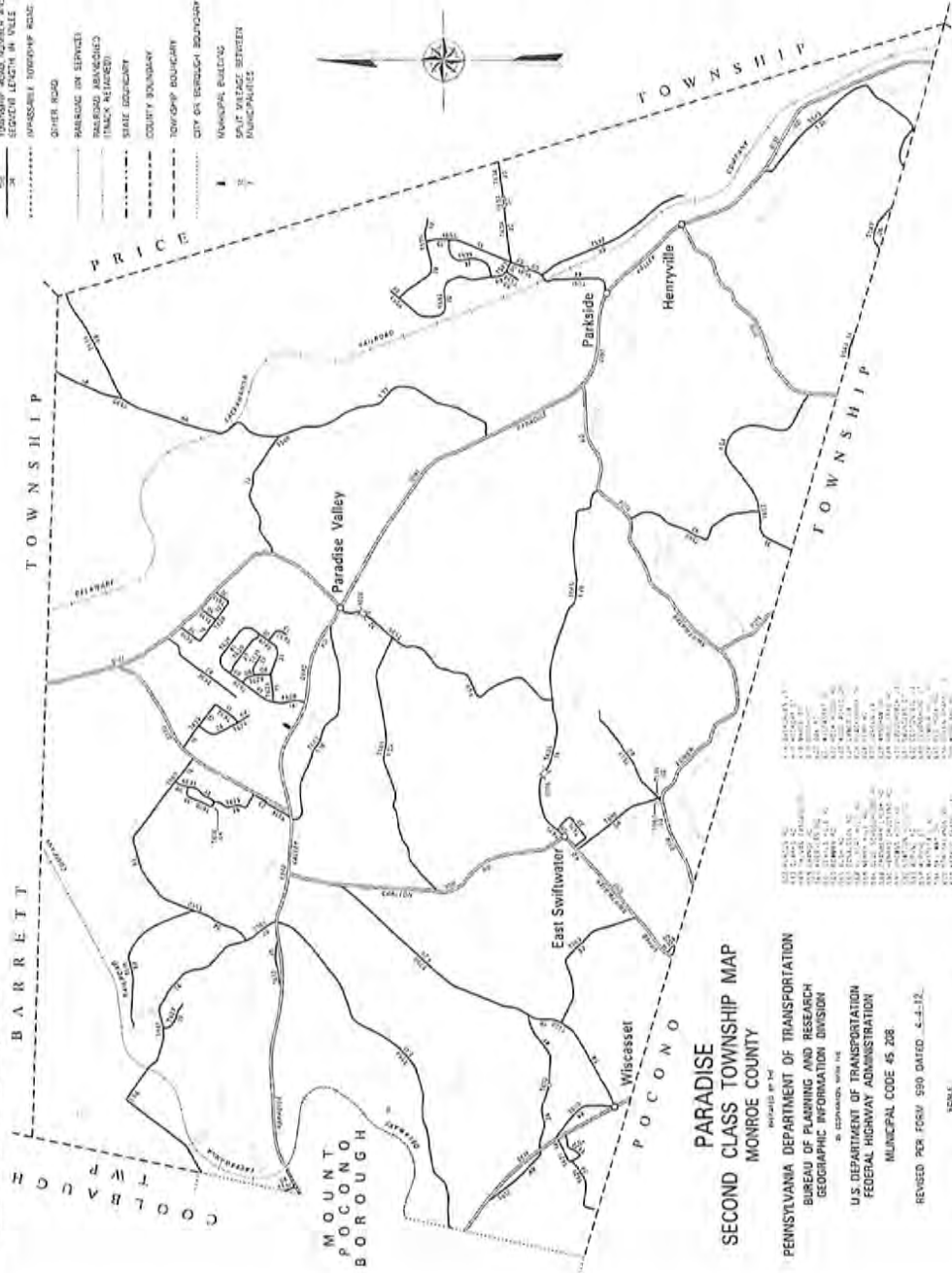


Portion Monroe County
GIS Mapping

TOTAL MILES
 Township Road System 35.86*
 State Highway System 20.27
 Total 57.13
 * Includes ACT 32 Turnback Mileage of 4.20

LEGEND

- UNPAVED ACCESS HIGHWAY
- STATE ROUTE AND NUMBER
- STATE MAINTAINED BRIDGE
- ON TOWNSHIP ROAD
- TOWNSHIP ROAD NUMBER AND SEVEN EIGHT IN VILLE
- IMPROVED TOWNSHIP ROAD
- OTHER ROAD
- RAILROAD ON SERVICE
- RAILROAD ABANDONED (THICK LINE)
- STATE BOUNDARY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- CITY OR VILLAGE BOUNDARY
- MUNICIPAL BUILDING
- SPLIT VILLAGE BETWEEN MUNICIPALITIES



PARADISE SECOND CLASS TOWNSHIP MAP MONROE COUNTY

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 BUREAU OF PLANNING AND RESEARCH
 GEOGRAPHIC INFORMATION DIVISION
 IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 MUNICIPAL CODE 45.228

REVISED PER FORM 590 DATED 4-4-12



REPRODUCED BY 15-13-131

POCONO TOWNSHIP PLAN STATUS
05/19/2025

Twp. Ref No.	T&M Proj. No.	LVL Proj. No.	Project Name (acceptance date)	Application Type	Prelim/Final	Latest Comment Letter	PC Recommend. Approval/Deny	BOC Approval/Deny	Approval Expiration (1 yr.)	6 Mo. to Expiration	3 Mo. to Expiration	Recordation Date	Comments
CONDITIONAL PRELIMINARY APPROVAL													
1373	POCO-R0616	2130141R	CORE 5-Warner Road Warehouse (Prelim. Plan) (4/26/21)	Commercial Land Dev't	Prelim	1/23/2025	Cond. <u>Preliminary</u> Approval 2/28/22	Cond. <u>Preliminary</u> 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. <u>Preliminary</u> Approval 9/11/23	Cond. <u>Preliminary</u> Approval 9/18/23					
1381		2230174R	Westhill Villas (1/24/22)	Land Dev't	Prelim/Final	9/7/2023	Cond. <u>Preliminary</u> Approval 9/11/23	Approval 9/18/23					
PRD TENTATIVE PLAN APPROVAL													
1366		2130154R	The Ridge PRD (Application Rec'd 10/23/23)	PRD	Tentative	Planning Rev 11/17/23		Tentative Plan Approved 1/16/24					
CONDITIONAL FINAL OR PRELIM/FINAL APPROVAL - NOT RECORDED													
1331			Sanofi Pasteur Discovery Drive Turn Lane (10/24/16)	Commercial Land Dev't	Prelim/Final	3/10/2017	Recommended for Approval 3/13/2017	Approved 4/3/2017	4/3/2018				
1334		1130264R	Sanofi Pasteur Discovery Drive Turn Widening (12/12/16)	Commercial Land Dev't	Prelim/Final	5/5/2017	Recommended for Approval 5/8/2017	Approved 6/5/2017	6/5/2018				
1341		1730043R	SAPA Poconos Hospitality	Land Dev't	Prelim/Final	7/19/2022		Conditional Approval 12/18/17	Approval Extended to 4/17/25				
1313 1360	POCO-R0740	1730051R	Ruining Lane Hotel Land Dev't (8/14/17)	Commercial Land Dev't	Prelim/Final	3/19/2020	Recommended for Approval 7/23/2018	Approved 4/16/2020	Approval Extended to 2/6/26	8/6/2025	11/6/2025		Extension Requested 1/21/25
1362		1630083R	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	12/20/2021				
1371		1630009R	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	12/6/2022				
1392	N/A	2130169R	3101 Route 611 (Joe Ronco)	Minor Sub	Final	3/23/2022	Conditional Approval 4/11/2022	Conditional Approval 4/18/22	4/18/2023				
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	5/6/2026	8/6/2025		Extension Received 10/7/24
1401	POCO-R0530	2330223R	611 Land Development - Dual Brand Hotel Subdivision (4/6/24)	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		

POCONO TOWNSHIP PLAN STATUS
05/19/2025

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
1412	POCO-R0620	2330208R	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	Erle Development Wawa (10/10/23)	Land Devt	Prelim/Final	8/20/2024	Conditional Approval 4/8/24	Conditional Approval 5/6/24	5/6/2025	1/6/2024	2/6/2025		
1423	POCO-R0614	-	Brookstead Apartments (5/13/24)	Land Devt	Prelim/Final	10/1/2024	Recommended for approval 1/13/25	Approved 2/18/25	2/18/2026	8/18/2025	11/18/2025		
1430	POCO-R0820	-	Sanofi Building 57 Addition (7/8/24)	Land Devt	Prelim/Final	8/7/2024	Conditional Approval 8/12/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1431	POCO-R0810	-	Inoquois Ridge/Back Minor Subdivision (Sullivan Trail) (7/8/24)	Minor Sub	Final	9/5/2024	Conditional Approval 9/9/24	Approved 9/16/24	9/16/2025	3/16/2025	6/16/2025		
1434	POCO-R0950	-	Gorski Lot Joinder	Lot Comb.	Final	11/22/2024	N/A	Approved 12/16/24	12/16/2025	6/16/2025	9/16/2025		
1442	POCO-R1120	-	Menéndez 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 12/5/24	Denied 12/15/24					

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RECORDED													
1277	POCO-R0627	1330276B	Trapasso Hotel (1/24/22)	Land Devt	Prelim/Final	2/16/2022	Conditional Approval 3/14/22	Conditional Approval 3/21/22				9/20/22	
1287	POCO-R0613	2230194R	Spirit of Switzwater Ph. II (8/11/23)	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 (5/10/19)	Commercial Land Devt	Prelim/Final	10/15/2019	Recommended for Approval 9/23/2019	BOC Approved 10/21/2019				9/27/23	
1370		2030105R	Sanofi Pasteur B-85 Solid Waste & Recycling Bldg (06/08/2020)	Industrial Land Devt	Prelim/Final	6/19/2020	Recommended for Approval 6/22/2020	BOC Approved 7/20/2020				2/23/2021	
1372	POCO-R0621	2030104R	Camp Lindemere	Land Devt	Prelim/Final	9/28/2021	Conditional Approval 7/26/21	Conditional Approval 10/18/21				5/16/24	
1374		1930089R	Northridge at Camelback Ph 11-16 (5/10/21)	Residential Land Devt	Prelim	12/13/2021	Conditional Approval Rec 12/13/21	Conditional Approval Rec 12/20/21				6/29/23	
1375	POCO-R0624	2030115R	Swiftwater Solar (06/14/21) (9/12/21)	Commercial Land Devt	Prelim/Final	4/20/2022	Conditional Approval 4/25/22	Conditional Approval 6/6/22				1/18/23	
1377	N/A	2130149R	Eudora Hilland Minor Subdivision (5/28/21)	Residential Land Devt	Prelim	7/21/2021	Recommended Approval 6/29/21	Conditional Approval 8/2/21				12/21/2022	
1384	N/A	2130152	Barlonsville 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 Devt Partners (Wawa-Tannersville Inn) (8/8/22)	Land Devt	Prelim/Final	12/21/2022	Conditional Approval 1/9/23	Conditional Approval 2/6/23				10/17/23	
1394	N/A	2130173R	Steele's Warehouse Addition (1/10/22)	Commercial Land Devt	Final	3/24/2022	Conditional Approval 3/28/2022	Conditional Approval 4/4/22				8/20/22	
1397	N/A	2230176R	Larson Resubdivision of Brookdale Road (2/28/22)	Minor Sub	Final	5/18/2022	Conditional Approval 5/23/2022	Conditional Approval 6/6/22				12/20/22	
1399	N/A	2230184R	Coover Minor Subdiv./Lot Line Adjustment (5/9/22)	Minor Sub	Final	10/6/2022	Conditional Approval 10/11/22	Conditional Approval 10/17/22				12/20/22	
1400	POCO-R0611	2230185R	Neighborhood Hospital Golden Slipper Rd (Embree) (6/27/22)	Land Devt	Prelim/Final	4/8/2024	Conditional Approval 10/10/23	Conditional Approval 10/18/23				2/12/25	
1401	N/A	2230205R	Tannersville Plaza Retail Space (12/12/22)	Minor Sub	Final	1/4/2023	Conditional Approval 2/13/23	Conditional Approval 3/20/23				11/30/23	
1404		2230191R	Sanofi Pasteur 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	

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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	2330239R	MCTA Lot Combination (Lot Line Adjustment)	Lot Line Adjust.	Final	3/26/2024	Conditional Approval 4/8/2024	Conditional Approval 4/23/24				7/2/24	
1426	POCO-R0750	-	Simpson Minor Subdivision (519-520 Post Hill Road) (7/8/24)	Minor Sub	Final	1/14/2025	Recommended for approval 2/10/25	Approved 2/18/25				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 Pocomo Properties Lot Combination	Lot Comb.	Final	8/16/2024	N/A	Approved 9/3/24				10/29/2024	
1429	POCO-R0780	-	Fountain Court Lot Combination	Lot Comb.	Final	9/25/2024	N/A	Approved 10/7/24				1/5/2025	
1432	POCO-R0880	-	Nelson Lot Consolidation (2219 Light Court)	Lot Comb.	Final	9/23/2024	N/A	Approved 10/7/24				11/21/24	
1433	POCO-R0920	-	Terrery - 140 Rose St. (10/15/24)	Land Devt	Prelim/Final	10/14/2024	Conditional Approval 10/15/24	Approved 10/21/24				12/18/24	
1435	POCO-R0960	-	Pensileo 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	Kopelson Lot 3 Land Devl (08/13/13)	Commercial Land Devl	Prelim	unknown date	Recommended Denial 5/24/21	BOC Rejected 05/21/21					Appealed
	N/A	2030121R	Zitro & Roni Investments	Comm/Res Land Devl	Prelim	1/8/2021	Recommended Denial 5/24/21	BOC Rejected 05/21/21					
1405	N/A	2230192R	Blessing (Munz) Subdivision (8/8/22)	Major Sub	Prelim	8/12/2022	Recommended Denial 10/11/22	BOC Rejected 10/17/22					
WITHDRAWN													
1386	N/A	2130160R	Dianora Minor Subdivision (9/27/21)(12/26/21)	Minor Sub	Final	9/18/2021							Notification to withdraw appl. rec'd 1/21/2022
1388	N/A	2130154R	The Ridge (8/8/22)	Land Devl	Prelim/Final	9/26/2022							LD Application Withdrawn 2/12/24
1406	N/A	2230193R	Core 5 Stadden Road Warehouse (8/8/22)	Land Devl	Prelim	10/6/2022							Application Withdrawn 5/12/23
1411	N/A	2230165R2	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 Devl	Prelim	8/15/2024							Application Withdrawn 4/30/25

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Sketch Plans												
		1730040R	KenBAR Investment Group (Inactive)	Commercial Land Devt					6/5/2020			
1380		2030118R	2808 Rt 0611 Apartments Land Development	Land Devt					8/5/2021			
1402		2230188R	Iroquois Ridge	Major Sub, Land Devt					6/22/2022			
1403		2230189R	Lands of D E & S Properties (Classic Quality Homes)	Major Sub, Land Devt					7/19/2022			
1380		2330219R	Lands of Yuriy Bogutskiy 2812 Rt 0611	Land Devt					5/3/2023			
1417		2330228R	Harmony Domes 310 Hallet Road	Land Devt					8/29/2023			
1422	POCO-R0619	2430243R	Exclusive Pocono Properties Transient Hotel	Land Devt					1/7/2025			Sketch Plan #2 rec'd 12/10/24
1378	POCO-R0970	-	Incline Village Expansion	Land Devt					11/8/2024			
1436	POCO-R1010	-	437-439 Scothum Avenue	Land Devt					11/25/2025			
1439	POCO-R1090	-	Summit Road Solar Array	Land Devt					1/29/2025			
Final Plans Under Consideration												
Preliminary Plans Under Consideration												
1372A	POCO-R0621	-	Camp Lindenmere Dining Hall LD (5/27/25)	Land Devt	Prelim/Final	8/25/2025	8/11/2025	8/18/2025				
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	5/12/2025		
1437	POCO-R0990	-	MCTA Transit Facility Expansion (12/9/24)	Land Devt	Prelim/Final	9/5/2025	8/11/2025	9/2/2025	5/8/2025	5/12/2025		90 day ext. rec'd 5/1

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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	5/12/2025		Extension to 7/7 rec'd 4/30
1358	POCO-R0730	1630006R1	Tannersville Point Apartments (2023) (6/10/24)	Land Dev/Lot Consolidation	Prelim/Final	6/30/2025	6/9/2025	6/16/2025	4/9/2025	5/12/2025		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	5/12/2025		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	5/12/2025		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	5/12/2025		Extension rec'd 12/6/24
Land Development Waiver Applications Under Consideration												

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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	5/13/2025	Approval Rec. 3/10/25	
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	5/12/2025		Approval Rec. 5/12/25	90 day ext. rec'd 4/30
1441	POCO-R1110	-	Leisure Lake @ the Poconos - 1157 Wiscasset Dr. (2/3/25)	Lot Comb.	Final	6/16/2025	N/A	6/16/2025	3/11/2025		N/A	Extension to 6/16 rec'd 4/8
1443	POCO-R1160	-	1512 & 1516 Shady Lane Lot Consolidation (4/7/25)	Lot Line Adjust.	Final	7/6/2025	N/A	6/16/2025	5/12/2025		N/A	
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		Approval Rec. 5/12/25	
Special Exceptions, Conditional Use												
Pending Item List for Planning Commission												
Pending Item List for Board of Commissioners												