



POCONO TOWNSHIP COMMISSIONERS
AGENDA

June 17, 2024 | 6:00 p.m.

112 Township Drive, Tannersville, PA

Dial-In Option: 646 558 8656

Meeting ID: 892 102 5946

Passcode: 18372

Zoom Link:

<https://us06web.zoom.us/j/8921025946?pwd=Q1VtaFVkVEpRWTUvdIFrSHJ1cE1Tdz09>

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township.

Please limit individual comments to five (5) minutes and direct all comments to the President. Public comment is not for debate or answering questions, rather it is for "comment on matters of concern, official action or deliberation...prior to taking official action" [PA Sunshine Act, Section 710.1].

Announcements

- An Executive session was held prior to this evenings meeting to discuss Personnel & Litigation matters.
- An Executive session was held June 12th to discuss Personnel matters.

Presentations –

- Pocono Mountains United Way for Trail Enhancement at MVP (**Possible Action Item**)
- Fountain Springs Fire Loss – Redevelopment – Atty. Jeff Durney

Hearings – None

Resolutions -

- Resolution 2024-10 - MPMS 79473 – Agreement 05U414 (**Possible Action Item**) Reimbursement agreement for the utility relocation work for Rt. 611/715 realignment.
- Resolution 2024-11 - MPMS 79473 – Agreement 05U461 (**Possible Action Item**) Agreement for PennDOT to absorb some utility easement from the township.
- Resolution 2024-13 - Spirit of Swiftwater Conditional Approval (**Possible Action Item**)

- Resolution 2024 - BrookVillage Apartments Road Names **(Place Holder)**

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the June 3, 2024 regular meeting.
 - Sewer Operating Budget Adjustment to reflect additional funding to cover Emergency repair Valve 2 in the amount of \$47,340.00.
 - Financial transactions through June 11, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures.
(Action Items)

NEW BUSINESS

1. Personnel

Discussion – Motion to terminate employee **(Possible Action Item)**

2. Travel/Training Authorizations

Commissioner Comments

Richard Wielebinski – President

- Motion to Advertise for open position as Alternate with the Zoning Hearing Board **(Action Item)**
- Possible Motion - Non-Profit – Pocono J.A.M request fee waiver for rental of Pavilion 2 at MVP.
(Action Item)
- Discussion and possible motion to approve Great Wolf’s Fireworks Display Permit Application.
(Action Item)
- Discussion – Motion to Waive - Our Lady of Victory Church \$100.00 Permit Fee for their Church Bazaar **(Action Item)**
- Motion to approve Trapasso Hotel Development Construction Escrow Release No.13 in the amount of \$144,730.80 **(Action Item)**
- Motion to approve Manager’s Contract for Jerrod Belvin **(Action Item)**

Natasha Leap – Vice President

- Discussion – Motion to file civil complaint regarding violations on 440 Cherry Lane **(Possible Action Item)**
- Discussion – 175 Laurel Lake Rd.
- Park Committee

Ellen Gndt – Commissioner

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

Mike Velardi – Commissioner

Brian Winot - Commissioner

Reports

Zoning Report – (Lindsay Scerbo)

Police Report – Chief – (James Wagner)

Ambulance Report**Fire Report - Asst Chief (Corey Sayre)****Township Manager's Report (Jerrod Belvin)**

- Discussion of phased C.O., for Wawa 2977 Rt 611 for allowance for stock into building & employee training. **(Possible Action Item)**
- Route's 611/715 Realignment
- Motion to Authorize Pocono Township President of the Board of Commissioners to sign off on PennDOT SR 611/715 realignment traffic signal plan **(Possible Action Item)**
- Update Emergency Management
- Update – Archer Lane
- Update – Laurel Lake Dam
- Update Green Light Go
- LSA Grant Award
- Discussion & Motion to have Township Manager & Township Solicitor, work with PTVFD 34 Trustees to enact an ordinance to provide LST & Real Estate Tax Credit for a Volunteer Service Credit Program. **(Possible Action Item)**
- Closing on the old NCC Building has been completed as of June 6, 2024

Public Works Report /Sewer Report (Patric Briegel)

- Sewer Business Update
- Update – Cobble Creek Drainage Project
- Update – Old Learn Farm parking access
- Current Public Works Projects
- 2004 Peterbilt truck sold on Muncibid after the title issue, has been picked up.
- Mountain View Park Updates
- TLC Park Updates
 - **Events Coordinator**– (Jennifer Gambino) - Concerts in the Park will resume for the upcoming season beginning June 27, 2024. See our Facebook page for details.

Township Engineer Report (Jon Tresslar)

- Sewer Business Update
- Learn Road safety enhancement project and roundabout survey work
- Award TASA SR 611 sidewalk project **(Action Item)**
- In Progress – Discussion and possible action regarding the Township's revised Act 167 stormwater ordinance, incorporating changes to the ordinance as prepared by the Township engineer and as required by PA DEP.
- PennDOT Bridge Inspection Issues; Stadden Road Bridge and Lower Scotrun Ave. Bridge

Township Solicitor Report (Leo DeVito)

- Sewer Business Update
- Paradise Water and Sewer service area update
- General legal update
- Review of the Township current Fee Schedule – **(Discussion & Possible Action Item)**
- Zoning Hearing Board updates. – Continuance of Pocono Places LLC
- Update – Johnson Appeal Supreme Court petition

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township. Please limit individual comments to five (5) minutes and direct all comments to the President.

Adjournment

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-10

BE IT RESOLVED, by the authority of the Board of Commissioners of the Township of Pocono, Monroe County, and it is hereby resolved by authority of the same that in accordance with the requirements of the Pennsylvania Department of Transportation Design Manual – Part 5, Chapter 8.1.C, the Township of Pocono hereby does authorize the execution of a Utility Relocation Abbreviated Incorporated Work Reimbursement Agreement for Contract No. 05U414 (the “Agreement”), a copy of which is attached hereto as Exhibit “A”, pertaining to the relocation of our sewer facility affected by the PennDOT SR 0715, Section 03S project necessitated by the Pennsylvania Department of Transportation Highway Improvement in Monroe County.

BE IT FURTHER RESOLVED the President of the Board of Commissioners of the Township is authorized by authorized and directed to sign the Agreement, on its behalf, and that the Township Secretary be authorized and directed to attest the Commissioner’s signature on the Agreement for this highway project.

RESOLVED AND ADOPTED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the ____ day of _____, 2024.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Patrick Briegel
Title: Interim Township Manager

By: _____
Print Name: Richard Wielebinski
Title: President

I, Richard Wielebinski, President of the Board of Commissioners of the Township of Pocono, do hereby certify that the foregoing is a true and correct copy of the Resolution of adopted at a regular meeting of the Board of Commissioners of the Township of Pocono, held on the ____ day of _____, 2024.

Date: _____

Richard Wielebinski

EXHIBIT "A"

FID No. 246001256
Contract No. 05U414
SAP Vendor No. 141894
MPMS No. 79473
Effective Date _____

**UTILITY RELOCATION ABBREVIATED INCORPORATED WORK
REIMBURSEMENT AGREEMENT**

THIS UTILITY RELOCATION ABBREVIATED INCORPORATED WORK REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the COMMONWEALTH OF PENNSYLVANIA, acting through the Department of Transportation, located at P.O. Box 3362, 400 North Street, 7th Floor, Harrisburg, Pennsylvania 17105 ("DEPARTMENT")

and

the POCONO TOWNSHIP with its principal place of business located at
..... 112 Township Drive, Tannersville, Pennsylvania, 18372
("UTILITY"), collectively referred to hereafter as the "Parties."

W I T N E S S E T H:

WHEREAS, the DEPARTMENT is about to undertake a highway construction project on State Route 0715, Section, 03S, Pocono Township, in Monroe County, Pennsylvania ("Project");

WHEREAS, the Project will, in the opinion of the DEPARTMENT, require the adjustment of certain of the UTILITY's facilities, portions of which are presently located outside of the existing public right of way;

WHEREAS, any UTILITY facilities transferred to or remaining at a location within the right of way of a federally aided highway must be accommodated in accordance with the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation;

WHEREAS, the DEPARTMENT is authorized by the provisions of Section 412.1 of the State Highway Law to share in the costs of adjusting the UTILITY's facilities; and

WHEREAS, the DEPARTMENT has agreed to cost share with the UTILITY in the manner set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Incorporation of Recitals - The foregoing recitals are hereby incorporated by reference as if fully set forth among the terms and conditions of the Agreement.

2. Utility Relocation Work - The UTILITY will provide the materials to adjust three (3) manhole cover(s) and the DEPARTMENT will make the adjustments to the UTILITY's sanitary sewer facilities thereto between Station 0431+70 and Station 0439+30, on State Route 0611, in the Township of Pocono, County of Monroe, in the manner and at the location approved by the DEPARTMENT.

3. Right-to-Know Law - The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the UTILITY shall comply with, the clause entitled "Contract Provisions - Right to Know Law", attached as Exhibit "A" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the UTILITY.

4. Record Keeping - The UTILITY shall maintain and shall require any of its contractors to maintain, all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received, for the purpose of examination by representatives of the DEPARTMENT and the Federal Government and copies thereof shall be furnished if requested.

5. Subordination to the Highway Easement - The UTILITY agrees that all property rights which the UTILITY has within the required right of way are subordinate to the highway easement acquired, or to be acquired, by the DEPARTMENT for the Project. The DEPARTMENT has provided functional replacement(s), either by the acquisition of a substitute right of way or as otherwise specifically provided for herein. The UTILITY shall retain all other existing rights, if any, to occupy the highway right of way with its facilities. Subsequent construction, alteration, operation, or maintenance of the facilities adjusted pursuant to this Agreement shall, except as otherwise herein

provided, be in accordance with the current Highway Occupancy Regulations of the Department of Transportation and, where applicable, the Federal Highway Administration.

6. Cancellation, Abandonment or Revision of Project - In the event, for any reason, the Project shall be cancelled, abandoned, or revised, in such a manner that the work described in Section 2 of this Agreement should no longer be required, in the opinion of the DEPARTMENT, then in such event, the UTILITY agrees that it will not bill the DEPARTMENT for the materials and the DEPARTMENT agrees that the materials will remain the property of the UTILITY.

7. Amendments and Modifications - No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

8. Titles Not Controlling - Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

9. Severability - The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

10. No Waiver - Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

11. Independence of the Parties - It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the UTILITY and the DEPARTMENT, or as constituting the DEPARTMENT as the representative or general agent of UTILITY for any purpose whatsoever.

12. Assignment - This Agreement may not be assigned by the UTILITY, either in whole or in part, without the written consent of the DEPARTMENT. Consent will not be unreasonably withheld.

13. No Third-Party Beneficiary Rights - The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

14. Notices - All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

15. Integration and Merger - This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

16. Choice of Law - This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law provisions) and the decisions of the Pennsylvania courts. The UTILITY consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The UTILITY agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania Law.

17. Effective Date - This Agreement shall become effective on the date that it is fully executed by the UTILITY and the DEPARTMENT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST

POCONO TOWNSHIP

BY *Tara N. Munnaf* 3/19/24 BY *Ruth Wiebhl* 3/19/2024
Title: Township Secretary Date: Title: President Date:

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Central Office Utility Administrator Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY _____
for Chief Counsel Date

BY _____
Senior Counsel Date

BY _____
Deputy General Counsel Date

FUNDS COMMITMENT DOCUMENT
NO.
AMOUNT \$0.00

BY _____
Deputy Attorney General Date

BY _____
N/A
for Comptroller Operations Date

Exhibit A: Right to Know

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm

that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-11

BE IT RESOLVED, by the authority of the Board of Commissioners of the Township of Pocono, Monroe County, and it is hereby resolved by authority of the same that in accordance with the requirements of the Pennsylvania Department of Transportation Design Manual – Part 5, Chapter 8.1.C, the Township of Pocono hereby does authorize the execution of a Private Status Agreement for Utility for Contract No. 05U461 (the “Agreement”), a copy of which is attached hereto as Exhibit “A”, pertaining to the relocation of our sewer facility affected by the PennDOT SR 0715, Section 03S project necessitated by the Pennsylvania Department of Transportation Highway Improvement in Monroe County.

BE IT FURTHER RESOLVED the President of the Board of Commissioners of the Township is authorized and directed to sign the Agreement, on its behalf, and that the Township Secretary be authorized and directed to attest the Commissioner’s signature on the Agreement for this highway project.

RESOLVED AND ADOPTED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the ____ day of _____ 2024.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Patrick Briegel
Title: Interim Township Manager

By: _____
Print Name: Richard Wielebinski
Title: President

I, Richard Wielebinski, President of the Board of Commissioners of the Township of Pocono, do hereby certify that the foregoing is a true and correct copy of the Resolution of adopted at a regular meeting of the Board of Commissioners of the Township of Pocono, held on the ____ day of _____, 2024.

Date: _____

Richard Wielebinski

EXHIBIT "A"

FID No. 246001526
Contract No. 05U461
SAP Vendor No. 141894
Permit No. 20244569340
MPMS No. 79473
Effective Date _____

PRIVATE STATUS AGREEMENT FOR UTILITY

THIS PRIVATE STATUS AGREEMENT FOR UTILITY ("Agreement") is made by and between the COMMONWEALTH OF PENNSYLVANIA, acting through the Department of Transportation, located at P.O. Box 3362, 400 North Street, 7th Floor, Harrisburg, Pennsylvania ("DEPARTMENT")

and

the POCONO TOWNSHIP with its principal place of business located at 112 Township Drive, _____, Tannersville, Pennsylvania 18372 ("UTILITY"), collectively referred to hereafter as the "Parties".

W I T N E S S E T H

WHEREAS, the DEPARTMENT, is about to undertake a highway construction project on State Route 0715, Section 03S, in Pocono Township, Monroe County, Pennsylvania ("Project");

WHEREAS, it is necessary for the DEPARTMENT to acquire a portion of the UTILITY's existing private right of way located between Station 0082+75 and Station 0083+15 on State Route 0715 for the Project;

WHEREAS, the DEPARTMENT's Project requires the adjustment or relocation of those facilities of the UTILITY located in the right of way required by the DEPARTMENT; and

WHEREAS, the Parties wish to provide for their concurrent occupancy of the right of way required by the DEPARTMENT and for reimbursement by the DEPARTMENT of any expenses that the UTILITY may subsequently incur if future highway plans should require adjustment or relocation of those facilities of the UTILITY located in the required right of way.

NOW, THEREFORE: In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Private Status - The facilities to be located within the legal right of way of State Route 0715, in accordance with this Agreement, are not presently located within the legal right of way limits of any public highway. These facilities, listed on Exhibit "B", attached and made a part of this Agreement, together with any additions to and replacements made by the UTILITY, will continue to be regarded by the DEPARTMENT as if they were located outside of the legal right of way for the purpose of determining responsibility for future relocation costs. In the event a relocation of the facilities is required by the DEPARTMENT in the future, the DEPARTMENT will be responsible for reimbursement of relocation costs and for providing a substitute right of ways.

2. Subordination to the Highway Easement - The UTILITY agrees that all property rights which the UTILITY has within the required right of way are subordinate to the highway easement acquired, or to be acquired, by the DEPARTMENT for the Project. The DEPARTMENT has provided functional replacements, either by the acquisition of a substitute right of way or as otherwise specifically provided for herein. The UTILITY shall retain all other existing rights, if any, to occupy the required right of way with its facilities. Subsequent construction, alteration, operation, or maintenance of the facilities, adjusted pursuant to this Agreement shall, except as otherwise herein provided, be in accordance with the highway occupancy provisions of this Agreement and the current Highway Occupancy Regulations of the Department of Transportation and, where applicable, the Federal Highway Administration.

3. Right-to-Know Law - The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the UTILITY shall comply with, the clause entitled Contract Provisions - Right to Know Law, attached as Exhibit "A" and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the UTILITY.

4. Amendments and Modifications - No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

5. Titles Not Controlling - Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

6. Severability - The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth of Pennsylvania the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

7. No Waiver - Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8. Independence of the Parties - It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the UTILITY and the DEPARTMENT, or as constituting the DEPARTMENT as the representative or general agent of UTILITY for any purpose whatsoever.

9. Assignment - This Agreement may not be assigned by the UTILITY, either in whole or in part, without the written consent of the DEPARTMENT. Consent will not be unreasonably withheld.

10. No Third-Party Beneficiary Rights - The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

11. Notices - All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

12. Integration and Merger - This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement.

There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

13. Choice of Law – This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of law provisions) and the decisions of the Pennsylvania courts. The UTILITY consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The UTILITY agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania Law.

14. Effective Date – This Agreement shall become effective on the date that it is fully executed by the UTILITY and the DEPARTMENT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST

POCONO TOWNSHIP

BY _____
Title: _____ Date: _____

BY _____
Title: _____ Date: _____

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

Exhibit A: Right to Know

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm

that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

Exhibit B: Private Status Locations

SR	Begin Station	Center Station	End Station	Begin Seg/Offset	Center Seg/Offset	End Seg/Offset	L/R	Facility ID
0715	0082+75		0083+15				Left	

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2024-14

A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE SPIRIT OF SWIFTWATER PHASE II – REVISED FINAL LAND DEVELOPMENT PLAN

WHEREAS, the applicant, The Spirit of Swiftwater, Inc., submitted a revised final land development plan application titled “Lands of the Spirit of Swiftwater, Phase II Final Land Development Plan” (the “Plan”). The Plan proposes the construction of a 52-unit apartment building with associated parking, storm sewer and stormwater management, located on an 8.66 acre site in the C Commercial Zoning District, along SR 611, identified as Monroe County Tax Parcel I.D. 12/12/2/8-1, PIN Number 12636402761962; and

WHEREAS, the applicant previously received conditional preliminary plan approval for the construction of a 4-story, 100 room hotel located on this property as set forth in Resolution No. 2014-23; and

WHEREAS, the Township Engineer has reviewed the Plan and offered comments in his letter dated October 3, 2023, October 19, 2023, April 22, 2024 and April 24, 2024; and

WHEREAS, the Pocono Township Planning Commission recommended the conditional final plan approval of the Plan at a meeting held on May 13, 2024; 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 “Lands of the Spirit of Swiftwater, Phase II Final Land Development Plan” prepared by Hanover Engineering, dated August 4, 2023, 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 Resolution No. 2014-23 pertaining to the conditional preliminary plan approval granted by the Board of Commissioners on June 2, 2014.
2. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated October 3, 2023, October 19, 2023, April 22, 2024 and April 24, 2024.
3. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security.

4. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security.
5. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township.
6. The applicant shall pay all necessary fees associated with the Plan, any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
7. Open Space: _____

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

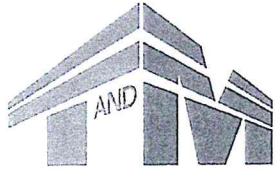
RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the _____ day of _____, 2024.

ATTEST:

Township of Pocono
 Board of Commissioners

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

By: _____
 Print Name: Richard Wielebinski
 Title: President



YOUR GOALS. OUR MISSION.

April 24, 2024

Pocono Township Planning Commission
112 Township Drive
Tannersville, PA 18372

**SUBJECT: LANDS OF THE SPIRIT OF SWIFTWATER – PHASE II
REVISED FINAL LAND DEVELOPMENT PLAN REVIEW NO. 2
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1287, T&M PROJECT NO. POCO-R0613**

Dear Planning Commission Members:

Pursuant to the Township's request, we have completed our second review of the Spirit of Swiftwater Revised Final Land Development Plan Application. The submitted information consists of the following items:

- Response letter prepared by Hanover Engineering, dated March 29, 2024.
- Zoning Hearing Board Decision dated November 14, 2022.
- Phase II Easement Closure Reports.
- Exterior Elevations and Building Sections prepared by Alloy5 Architecture.
- Post Construction Stormwater Management Report prepared by Hanover Engineering, dated March 29, 2024.
- Lands of the Spirit of Swiftwater, Phase II Final Land Development Plan (27 sheets) prepared by Hanover Engineering, dated August 4, 2023, revised March 29, 2024.

BACKGROUND INFORMATION

The Applicant is proposing a revision to Phase II of the Lands of the Spirit of Swiftwater Land Development.

The existing property (Tax ID No. 12/12/2/8-1) is located on the western side of State Route 0611, approximately 500 feet south of its intersection with Lower Swiftwater Road (S.R. 0314). The existing property has a net lot area of 8.66 acres and is located within the C, Commercial Zoning District.



Phase I is located on a separate parcel (Tax ID No. 12/12/2/8) and has been constructed. Phase I includes sixty-six (66) two-bedroom apartments with associated parking, storm sewer and stormwater management, utilities, and driveway taking access from State Route 0611. Phase I is served by public water and sanitary sewer.

Phase II (Tax ID No 12/12/2/8-1) was previously approved with a 57,400 square foot, 4-story, 100 room hotel with associated parking, storm sewer and stormwater management, extension to the existing driveway, and utilities. The submitted revised Final Phase II plan changes the previously approved hotel use to an apartment use and includes the construction of a 52-unit apartment building with associated parking, storm sewer and stormwater management, extension to the existing driveway, and utilities. Phase II will be served by public water and sanitary sewer.

Per Section 470-20.B.(1) of the Zoning Ordinance, the proposed apartments (multifamily dwellings by definition) are permitted within the C, Commercial Zoning District.

The Revised Final Phase II Land Development Plan was accepted for review by the Township Planning Commission at its meeting held on September 11, 2023. Unless a time extension is received from the Applicant, the Board of Commissioners must act on the plan by its meeting scheduled for July 1, 2024.

Based on our review of the above information and the previous LVL Engineering Group comment review letter dated October 3, 2023, we offer the following comments and/or recommendations for your consideration.

CONDITIONS OF APPROVAL

Phase II was approved with conditions by the Board of Commissioners at its meeting held on June 2, 2014, by Resolution No. 2014-23. Conditions contained in Resolution No. 2014-23 still remaining to be addressed are:

- I. The Applicant shall comply with all the conditions and requirements identified in the Township Engineer's letter dated April 14, 2014.

Comment 2

ADA parking spaces have been provided to comply with Section 512.B. Additional spot shot elevations shall be provided at parking space off-loading locations, ADA curb ramps, and all access walkways to hotel in order to demonstrate compliance with the ADA standards. Sheet 4A has been revised to include spot shots at some ADA spaces. The Plans should be revised to show information at a more readable scale all parking, curb ramps, and sidewalk access. Details of curb ramps should be provided. The Applicant has indicated that revised plans demonstrating ADA ramp compliance are pending. *The proposed slopes along the handicap parking are 1% or less. Upon review of the grading the parking lot has a slope of 5.5%±. It appears the grading at the handicap parking spaces can be revised to provide a 1% or greater slope to reduce the occurrence of ponded stormwater. In addition, spot elevations at the bottom of curb along the northern*



parking row (32 spaces) shall also be added to the plan. (Previous Comment) Comment addressed.

Comment 5

Approval is required from the Brodhead Creek Regional Authority for water allocation and proposed details. Provide approval letter. *The cover letter indicates a previously issued “will serve” letter from BCRA was revoked due to a limitation of water supply along the Route 0611 corridor. Upon receipt of completeness from the Township, the Applicant will send a reservation request to BCRA to receive a new “will-serve” letter. (Previous Comment) The response letter indicates a will-serve application will be submitted to BCRA. A copy of the application shall be provided to the Township.*

Comment 7

Approval of sewage collection and pumping system design should be procured from the Township Sewer Engineer. [Section 2.302.D.5] Approval should address the adequacy of design, capacity, reservations, emergency power, controls, access, maintenance provisions, security, etc. Approval from Township Sewer Engineer is required. *(Previous Comment) A sanitary sewer review has been provided under separate cover.*

Comment 9

The procedure for installation or guarantee of required improvements shall be followed with the required information submitted for review and comment [Section 2.400]. *(Previous Comment) The Applicant indicates agreements and financial guarantees will be coordinated with the Township Solicitor and Engineer. A construction cost estimate shall be provided for review.*

Comment 12

The applicant must satisfy common open space, recreation areas, and in-lieu fee requirements [Section 3.212.C – adopted as part of Ordinance 121]. *The cover letter indicates that a bridge crossing the creek has been constructed to provide residents with access to open space. The constructed bridge shall be clearly shown and labeled on the plan. (Previous Comment) Common open space is proposed. A portion of this open space is located between the proposed building and parking area. The Applicant shall address whether the total proposed open space is designated for use by the general public or the residents of the proposed development only.*

A calculation shall be provided on the plan showing the required amount of “Common Open Space” and how much (in square feet and acres) of the “Common Open Space” meets the definition of “Prime Open Space”.

It appears this bridge is located on Phase I and will require residents of the proposed apartments to walk along Tamarack Drive and through the parking lot of Phase I to access the bridge. The Applicant should consider providing sidewalk to ensure safe pedestrian access from Phase II to and through Phase I. (Previous Comment) The sidewalk shall still be addressed.



Comment 14

The design of drives shall provide for safe and hazard-free internal circulation. Truck circulation should be discussed [Section 3.503]. The WB50 tractor trailer and Township ladder truck movements should be rechecked on the plan and the drive radius adjusted accordingly, especially at the top of the proposed hotel access drive. *A turning template for a fire truck and WB-50 truck have been included with this submission. The template shall be provided to the Township Fire Company for its review and comment. (Previous Comment) The response letter indicates the plan will be provided to the Township Fire Company.*

Comment 15

Stormwater revisions for the driveway through loop have not been performed and are pending. *The cover letter indicates stormwater for the emergency access was calculated and included in the revised NPDES permit extension. NPDES Permit No. PAD450110 was issued July 29, 2020. The date of the Revised Final Plan is August 4, 2023, and the list of revisions on the Cover Sheet (Sheet CS-1) do not suggest a revision made for the NPDES permit extension. The current revised plan shall be provided to the Monroe County Conservation District to determine whether an amendment to the existing NPDES permit will be required.*

In addition, the stormwater management report/calculations shall be provided. (From Previous Comment) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter. In addition, all correspondence with, submissions to, and permit from the County Conservation District shall be provided to the Township.

Comment 16

Fire lanes are required for new buildings set back more than 150' from the right-of-way. [Ordinance 101] The dimensions and requirements of the ordinance for the designated lanes shall be provided for on the plan, including provisions for turn radius and turnaround areas. The Applicant has indicated that fire lanes will be added "once the hotel design is finalized". The plans have been revised to include conceptual grading/or a continuous drive loop however final details and notations have not been provided on the plan. *The Revised Final Plan provides an emergency access road behind the proposed apartment building. The plan shall be provided to the Pocono Township Fire Company for review and comment. (From Previous Comment) The response letter acknowledges the need to submit to the Township Fire Company.*

Comment 18

Retaining wall systems will require signed and sealed drawings for the site-specific application. *The cover letter indicates no retaining walls are proposed in Phase II. The Typical Section-Reinforced Modular Concrete Unit Retaining Wall provided on the Site & Miscellaneous Details (Sheet DET-3) shall be removed. (Previous Comment) A retaining wall is now proposed and the detail on Sheet DET-3 remains. The Retaining Wall Note in the detail shall be revised to require the retaining wall design plans and calculations be "reviewed and approved prior to construction".*



Comment 20

Given the density of the development, it is recommended that the fire department provide input on the adequacy of the fire hydrant layout (one hydrant proposed) and truck access. *(Previous Comment) The response letter indicates a copy of the plan will be submitted to the Fire Chief for review.*

Comment 21

The following is a summary of the Permits/Approvals required for this Land Development. Copies of all applications, comments, and response letters should be provided to the Township for review through the course of permit procurement:

- a. Monroe County Planning Commission – Land Development review. *(Previous Comment) The Revised Final Plan shall be submitted to the County Planning Commission with proof of submission provided to the Township.*
- b. Monroe County Conservation District – Erosion & Sedimentation Pollution Control Plan Review & Approval – *(Previous Comment) The Revised Final Plan shall be submitted to the County Conservation District.*
- c. Pennsylvania Department of Environmental Protection
 - i. NPDES Permit for Stormwater Discharges Associated with Construction - *NPDES Permit No. PAD450110 was issued July 29, 2020. The date of the Revised Final Plan is August 4, 2023, and the list of revisions on the Cover Sheet (Sheet CS-1) do not suggest a revision made for the NPDES permit extension. (Previous Comment) The current revised plan shall be provided to the Monroe County Conservation District to determine whether an amendment to the existing NPDES permit will be required. All correspondence with, submissions to, and permit from the County Conservation District shall be provided to the Township.*
 - ii. Water Obstruction and Encroachment Permit, Extension through 2016 – *(Previous Comment) Bridge constructed, and no further review is required.*
 - iii. Sewage Facilities Planning Module – *An exemption letter was issued by the Pennsylvania Department of Environmental Protection on March 31, 2016. (Previous Comment) Refer to the sanitary sewer review for any related comments.*
- d. Sewer Authority Approval – *(Previous Comment) A sanitary sewer review has been provided under separate cover.*
- e. Water Authority Approval - *A previously issued “will serve” letter from BCRA was revoked due to a limitation of water supply along the Route 0611 corridor. (Previous Comment) The previous submission suggested that upon receipt of completeness from the Township, the Applicant will send a reservation request to BCRA to receive a new “will-serve” letter.*
- f. Pennsylvania Department of Transportation, Highway Occupancy Permit – *(Previous Comment) Permit issued, and driveway constructed. No further review required.*



- II. The applicant shall address the Fire Department comments attached to the Township Engineer's letter dated April 14, 2014. *The cover letter indicates two fire hydrants and sprinklers are proposed. The plan shall be provided to the Pocono Township Fire Company for review. (Previous Comment) The response letter acknowledges this comment.*
- III. The applicant shall submit to the Township Engineer, for his review and approval, the stormwater management plan which was redesigned due to the addition of the loop road. *The cover letter indicates a 0.07-acre reduction in impervious cover is proposed. The revised stormwater management report/calculations shall be submitted. (Previous Comment) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter.*
- IV. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security at the time of Final Plan approval. *The cover letter indicates a construction cost estimate was provided with this submission; however, none was received. The construction cost estimate shall be provided for review. (Previous Comment) The response letter indicates a construction cost estimate will be provided with a future submission.*
- V. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security at the time of Final Plan approval. *(Previous Comment) The previous cover letter indicates coordination with the Township Solicitor will occur.*
- VI. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township at the time of Final Plan approval. *(Previous Comment) The previous cover letter indicates coordination with the Township Solicitor will occur.*
- VII. The applicant shall pay all necessary fees associated with the Plan, but not limited to any outstanding plan account charges and all professional service fees, prior to the recording of the Final Plan. *(Previous Comment) The previous cover letter acknowledged the required fees.*
- VIII. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Final Plan for signatures. *(Previous Comment) The previous cover letter indicated permitting from PennDOT and PADEP (NPDES) were received. Refer to Item I, Comment 15. In addition, the previous cover letter acknowledged the need for a sewer review and "will-serve" letter from BCRA. Refer to Condition I, Comment 21.*
- IX. The applicant shall submit a final plan in accordance with Section 508 of the Municipalities Planning Code. *(Previous Comment) This submission is for a Revised Final Land Development Plan.*
- X. The applicant shall comply with all final plan requirements identified in the Subdivision and Land Development Ordinance. *(Previous Comment)*
- XI. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer. *The applicant shall confirm with the Township the number of plans required for recording. (Previous Comment) The response letter acknowledges this comment.*
- XII. The applicant shall complete the development in strict accordance with the Plan, notes on the Plan,



this conditional Preliminary Approval, and the improvements Agreement (except as said Plan or conditions of approval may be revised during the Final Plan approval process) or as approved by the Township Engineer. *(Previous Comment) The previous cover letter acknowledged these requirements.*

- XIII. 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. *(Previous Comment) The previous cover letter indicated this was completed.*

ZONING ORDINANCE COMMENTS

1. Comment 1 from Review No. 1 satisfied.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

2. Comments 2 through 7 from Review No. 1 satisfied.
3. In accordance with Section 390-29.J.(2), the Land Development Application shall include “exterior elevations of any proposed buildings including at least the front and side elevations”. *Architectural drawings of the proposed apartment building shall be provided to the Township. (Previous Comment 8 from Review No. 1) Architectural drawings have been provided with this submission.*

STORMWATER MANAGEMENT ORDINANCE COMMENTS

4. In accordance with Section 365-11.B.(3), “design the infiltration structure for the required storm volume based on field- determined capacity with the appropriate safety factors applied (as noted in the Pennsylvania Stormwater Best Management Practices Manual) at the level of the proposed infiltration surface”. *(New Comment) The infiltration rate utilized in the Pond Report for Basin D6 is the average rate without any applied safety factors. The Pond Report shall be revised for compliance with this Section.*

STORMWATER MANAGEMENT AND STORM SEWER DESIGN COMMENTS

5. Based upon our review of the Revised Final Plan and the stamped for construction plan dated December 2006 and last revised March 9, 2016, the proposed storm sewer has been revised. Calculations in support of the revised storm sewer shall be submitted for review. *(Previous Comment 9 from Review No. 1) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter.*
6. Inlet D6-1 is identified as an M inlet in the D6-1 to D6-5 Profile on Sheet SW-1. Inlet D6-1 is located along curb and should be identified as a C inlet. In addition, the inlet type for D6-10 shall be identified in the D6-10 to D6-15 Profile on SW-1. The profiles shall be revised accordingly. *(Previous Comment 10 from Review No. 1) The structure and invert information at D7 shall be shown and labeled in the F-1 to D7 Profile on Sheet SW-1.*
7. The cover over the storm sewer pipes between inlet D1-12 and endwall D1-13 in the D12-D13 Profile is less than 2-feet. The cover has been reduced from that proposed on the previous plan and the storm sewer is located under the access driveway and parking area. Based upon the storm pipe slopes it appears the covers could be increased to provide a minimum of 2-feet. *(From*



Previous Comment 11 from Review No. 1) The cover at inlet D1-12 is still less than 2-feet and shall be revised.

8. Previous Comments 12 and 13 from Review No. 1 satisfied.
9. The top of grate elevation at F-3 in the F-1 to D7 Profile on Sheet SW-2 is high when compared to the proposed grading on Sheet GU-1. The profiles shall be revised. *(From Previous Comment 14 from Review No. 1) The outlet structure at Basin D1 (inlet F-3) has a top of grate elevation of 1185.50 and an orifice elevation of 1184.00. The proposed grading and/or placement of the outlet structure shall be revised to reflect the proposed elevations.*
10. Comment 15 from Review No. 1 satisfied.
11. The proposed retaining wall shall not be shown on the Pre Development Drainage Area Plan. *(New Comment)*
12. The length utilized in the time of concentration calculation for Pre Offsite Basin D6 is short when compared to the plan. The calculations shall be revised. *(New Comment)*
13. The following comments are related to the land use areas utilized in the Offsite-1 Pre Drainage CN calculation. The calculations shall be revised accordingly.
 - a. The impervious area is high when compared to the plan.
 - b. The area of woods in A soils is low and the area of grass in A soils is high when compared to the plan.
 - c. Woodlands exist in the entire area of C soils.*(New Comment)*
14. The time of concentration calculation in support of the Post Basin D6 path shown on the Post Development Drainage Plan shall be submitted. *(New Comment)*
15. The Pre and Post Offsite Basin D6 time of concentration calculations utilizes different “land slopes”. No grading is proposed and the calculations shall be revised accordingly. *(New Comment)*
16. The proposed grade at Swale J (elevation 1250) and the top of berm elevation (1187) at Detention Basin D1 shall be labeled on the Grading and Utility Plan (Sheet GU-1). *(New Comment)*
17. In plan view, the side slopes within and outside Basin Berm D6 are 2:1 and 3:1, respectively. The Bioinfiltration Berm D6 detail on Sheet PCSM-3 shall be revised for consistency. *(New Comment)*

MISCELLANEOUS COMMENTS

18. The cover letter indicates that the traffic generation of the proposed apartment use will be less than the previously approved hotel use. Based upon the data provided in the ITE Trip Generation Manual, the proposed apartments will generate less traffic than the previously proposed hotel during the AM and PM weekday peak hours and the Saturday and Sunday peak hours. *(Previous*



Comment 16) No action required.

19. The Applicant shall discuss the number of bedrooms in each unit with the Township. *(Previous Comment 17) The response letter indicates one (1) to two (2) bedrooms will be provided for each unit.*
20. Previous Comments 18 through 22 from Review No. 1 satisfied.
21. The Sign Tabulation on the Record Plan (Sheet RP-1) and the Reserved Parking Sign details on Sheet DET-3 shall be revised to provide the current nomenclature for the ADA Van Accessible plaque. *(Previous Comment 23) The nomenclature for the van accessible plaque is R7-8P. The Sign Tabulation on Sheet RP-1 and the details on Sheet DET-3 shall still be revised.*
22. Previous Comments 24 and 25 from Review No. 1 satisfied.
23. Boundary closure reports for the proposed Drainage and Slope Easements, the proposed Pocono Township/BCRA Easement, and the 40' Wide Emergency Access Easement shall be submitted for review. Distances along the southern property line (S53°43'53"E) shall be provided on the Phasing and Easement Plan (Sheet EAS-1) in support of the northerly Drainage and Slope Easement and the 40' Wide Emergency Access Easement. *(Previous Comment 26 from Review No. 1) The following comments are related to our review of the submitted boundary closure reports and the Phasing & Easement Plans (Sheets EAS-1 to EAS-4).*
 - a. *The acreage of the Open Space Easement presented on Sheet EAS-1 (6.22 acres) is inconsistent with the area calculated in the boundary closure reports (7.04 acres). The plan shall be revised.*
 - b. *The points of beginning shall be labeled for each proposed easement.*
 - c. *Metes and bounds to tie the proposed easements into an existing known point shall be provided on the plan.*
 - d. *Proposed grading is shown within the Drainage & Slope Easement and the easement shall be revised accordingly.*
 - e. *Line 124 of the Drainage & Slope Easement shall be labeled.*
24. A 40' Wide Emergency Access Easement is proposed to connect the proposed Tamarack Drive with the existing Tamarack Drive. The easement is through existing woodlands which are not proposed to be removed. The use of the Emergency Access Easement shall be discussed. *(Previous Comment 27) The response letter acknowledged this comment.*
25. Previous Comments 28 and 29 from Review No. 1 satisfied.
26. The stilling basins at D6-5, D6-15, D1-4, D1-13, D7, and D7-2/F-1 shall be identified on the Grading and Utility Plan (Sheet GU-1), in the profiles on Sheet SW-1, on the Post Construction Stormwater Management Plan (Sheet PCSM-1), and in Standard Construction Detail #9-4 on Sheet PCSM-2. *(Previous Comment 30 from Review No. 1) Stilling Basin F shall be listed in Standard Construction Detail #9-4 on PCSM-2.*



27. Previous Comments 31 through 37 from Review No. 1 satisfied.
28. The spillway elevation listed for D6 in the Infiltration Basin/Detention Design/Bioretenion Area detail on PCSM-3 is inconsistent with that specified in the Bioinfiltration Berm D6 detail. In addition, the design information listed for D1 in the Infiltration Basin/Detention Design/Bioretenion Area detail is inconsistent with that provided in the Detention Basin Outfall D1 detail. The details shall be revised for consistency. (*Previous Comment 38 from Review No. 1*)
 - a. *The emergency spillway elevation utilized in the Pond Report for Basin/Berm D6 (1212.90) is inconsistent with that shown in plan view on Sheet PCSM-1 and specified in the Bioinfiltration Berm D6 and the Infiltration Basin/Detention Design/Bioretenion Area details on Sheet PCSM-3 (1212.30). The plan view and detail shall be revised for consistency.*
 - b. *The 15-inch HDPE specified in the Detention Basin Outlet Structure – D1 detail on Sheet PCSM-3 shall be revised to an 18-inch HDPE for consistency with the Detention Basin Outfall D1 detail and the associated Pond Report.*
29. Previous Comment 39 from Review No. 1 satisfied.

PLAN REVISION COMMENTS

30. The steep slope note on the Cover Sheet (Sheet CS-1) shall be numbered (previously Note 18). (*New Comment*)
31. The Requests for Modification on the Cover Sheet (Sheet CS-1) shall list the approval dates of the waivers from Sections 3.463 and 2.302.D.15. (*New Comment*)
32. The metes and bounds of the existing property shall be shown on the Existing Resources and Site Analysis Plan (Sheet ER-1). (*New Comment*)
33. The proposed retaining wall labeled shall be removed from the Demolition Plan (Sheet DP-1). (*New Comment*)
34. The rim elevations at sanitary manholes SMH-1, SMH-2, and SMH-3 shall be provided in the Proposed Sanitary Profile on Sheet SP-1. (*New Comment*)
35. The Typical Curb Taper Detail provided on Sheet DET-3 and the TC/BC elevations provided in the Handicap Parking Blow-Up on Sheet GU-1 show a 6-inch curb reveal. However, the Concrete Curb and Concrete Curb/Sidewalk Details specify an 8-inch curb reveal. The plan view and details shall be revised for consistency. (*New Comment*)

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

We recommend the above comments be addressed to the satisfaction of Pocono Township, prior to approval of the Revised Final Land Development Plan.



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

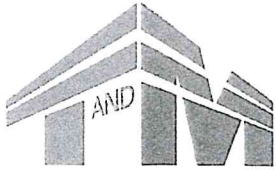
If you should have any questions regarding the above comments, please call me.

Sincerely,

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

JST/meh

- cc: Patrick Briegel, Interim Township Manager
Lindsay Scerbo, Township Zoning Officer
Leo DeVito, Esquire – Township Solicitor
Lisa Pereira, Esquire, Broughal & DeVito, LLP
Salvatore J. Caiazzo, P.E., Hanover Engineering – Applicant's Engineer
Anthony Maula – Owner/Applicant
Amy R. Montgomery, P.E. – T&M Associates
Melissa E. Hutchison, P.E. – T&M Associates



YOUR GOALS. OUR MISSION.

June 7, 2024

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

**SUBJECT: LANDS OF THE SPIRIT OF SWIFTWATER – PHASE II
REVISED FINAL LAND DEVELOPMENT PLAN REVIEW NO. 3
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1287, T&M PROJECT NO. POCO-R0613**

Dear Commissioners:

Pursuant to the Township's request, we have completed our third review of the Spirit of Swiftwater Revised Final Land Development Plan Application. The submitted information consists of the following items:

- Letter of Transmittal prepared by Hanover Engineering, dated May 24, 2024.
- Response letter prepared by Hanover Engineering, dated May 13, 2024.
- "Will Serve" Commitment Letter Request to the Brodhead Creek Regional Authority, prepared by Hanover Engineering, dated May 24, 2024.
- Phase II Easement Closure Reports.
- ADS Trench Installation Detail (N-12 Per AASHTO)
- Cost Estimate for Required Improvements prepared by Hanover Engineering
- Post Construction Stormwater Management Report prepared by Hanover Engineering, dated March 29, 2024, revised May 24, 2024.
- Lands of the Spirit of Swiftwater, Phase II Final Land Development Plan (27 sheets) prepared by Hanover Engineering, dated August 4, 2023, revised May 24, 2024.

BACKGROUND INFORMATION

The Applicant is proposing a revision to Phase II of the Lands of the Spirit of Swiftwater Land Development.



The existing property (Tax ID No. 12/12/2/8-1) is located on the western side of State Route 0611, approximately 500 feet south of its intersection with Lower Swiftwater Road (S.R. 0314). The existing property has a net lot area of 8.66 acres and is located within the C, Commercial Zoning District.

Phase I is located on a separate parcel (Tax ID No. 12/12/2/8) and has been constructed. Phase I includes sixty-six (66) two-bedroom apartments with associated parking, storm sewer and stormwater management, utilities, and driveway taking access from State Route 0611. Phase I is served by public water and sanitary sewer.

Phase II (Tax ID No 12/12/2/8-1) was previously approved with a 57,400 square foot, 4-story, 100 room hotel with associated parking, storm sewer and stormwater management, extension to the existing driveway, and utilities. The submitted revised Final Phase II plan changes the previously approved hotel use to an apartment use and includes the construction of a 52-unit apartment building with associated parking, storm sewer and stormwater management, extension to the existing driveway, and utilities. Phase II will be served by public water and sanitary sewer.

Per Section 470-20.B.(1) of the Zoning Ordinance, the proposed apartments (multifamily dwellings by definition) are permitted within the C, Commercial Zoning District.

The Revised Final Phase II Land Development Plan was accepted for review by the Township Planning Commission at its meeting held on September 11, 2023. Unless a time extension is received from the Applicant, the Board of Commissioners must act on the plan by its meeting scheduled for July 1, 2024.

Based on our review of the above information and the previous LVL Engineering Group comment review letter dated October 3, 2023, we offer the following comments and/or recommendations for your consideration.

CONDITIONS OF APPROVAL

Phase II was approved with conditions by the Board of Commissioners at its meeting held on June 2, 2014, by Resolution No. 2014-23. Conditions contained in Resolution No. 2014-23 still remaining to be addressed are:

- I. The Applicant shall comply with all the conditions and requirements identified in the Township Engineer's letter dated April 14, 2014.

Comment 2

ADA parking spaces have been provided to comply with Section 512.B. Additional spot shot elevations shall be provided at parking space off-loading locations, ADA curb ramps, and all access walkways to hotel in order to demonstrate compliance with the ADA standards. Sheet 4A has been revised to include spot shots at some ADA spaces. The Plans should be revised to show information at a more readable scale all parking, curb ramps, and sidewalk access. Details of curb ramps should be provided. The Applicant has indicated that revised plans demonstrating ADA ramp compliance are pending. *The proposed slopes along the handicap parking are 1% or less.*



Upon review of the grading the parking lot has a slope of 5.5%±. It appears the grading at the handicap parking spaces can be revised to provide a 1% or greater slope to reduce the occurrence of ponded stormwater. In addition, spot elevations at the bottom of curb along the northern parking row (32 spaces) shall also be added to the plan. (Previous Comment) Comment addressed.

Comment 5

Approval is required from the Brodhead Creek Regional Authority for water allocation and proposed details. Provide approval letter. *The cover letter indicates a previously issued “will serve” letter from BCRA was revoked due to a limitation of water supply along the Route 0611 corridor. Upon receipt of completeness from the Township, the Applicant will send a reservation request to BCRA to receive a new “will-serve” letter. (Previous Comment) The response letter indicates a will-serve application will be submitted to BCRA. A copy of the application shall be provided to the Township. (Previous Comment) A copy of the “Will Serve” Commitment Request Letter sent to BCRA is provided with this submission.*

Comment 7

Approval of sewage collection and pumping system design should be procured from the Township Sewer Engineer. [Section 2.302.D.5] Approval should address the adequacy of design, capacity, reservations, emergency power, controls, access, maintenance provisions, security, etc. Approval from Township Sewer Engineer is required. *(Previous Comment) A sanitary sewer review is pending a revised plans submission and will be provided under separate cover.*

Comment 9

The procedure for installation or guarantee of required improvements shall be followed with the required information submitted for review and comment [Section 2.400]. *(From Previous Comment) The Applicant indicates agreements and financial guarantees will be coordinated with the Township Solicitor and Engineer. A Cost Estimate for Required Improvements has been included with this submission and a review of the estimate will be provided under separate cover.*

Comment 12

The applicant must satisfy common open space, recreation areas, and in-lieu fee requirements [Section 3.212.C – adopted as part of Ordinance 121]. *The cover letter indicates that a bridge crossing the creek has been constructed to provide residents with access to open space. The constructed bridge shall be clearly shown and labeled on the plan. (Previous Comment) Common open space is proposed. A portion of this open space is located between the proposed building and parking area. The Applicant shall address whether the total proposed open space is designated for use by the general public or the residents of the proposed development only.*

A calculation shall be provided on the plan showing the required amount of “Common Open Space” and how much (in square feet and acres) of the “Common Open Space” meets the definition of “Prime Open Space”.



(Previous Comment) The existing and proposed topography and the area of Prime Open Space shall be shown on Sheet EAS-2 to confirm the area of Prime Open Space meets the requirements of Section 390-58.E.(3).

It appears this bridge is located on Phase I and will require residents of the proposed apartments to walk along Tamarack Drive and through the parking lot of Phase I to access the bridge. The Applicant should consider providing sidewalk to ensure safe pedestrian access from Phase II to and through Phase I. (Previous Comment) The sidewalk shall still be addressed. (Previous Comment) The response letter indicates the open space proposed across the creek on Phase I is no longer proposed.

Comment 14

The design of drives shall provide for safe and hazard-free internal circulation. Truck circulation should be discussed [Section 3.503]. The WB50 tractor trailer and Township ladder truck movements should be rechecked on the plan and the drive radius adjusted accordingly, especially at the top of the proposed hotel access drive. *A turning template for a fire truck and WB-50 truck have been included with this submission. The template shall be provided to the Township Fire Company for its review and comment. (Previous Comment) The response letter indicates the plan will be provided to the Township Fire Company. (Previous Comment) The response letter indicates the plans have been reviewed and approved by the Fire Company.*

Comment 15

Stormwater revisions for the driveway through loop have not been performed and are pending. *The cover letter indicates stormwater for the emergency access was calculated and included in the revised NPDES permit extension. NPDES Permit No. PAD450110 was issued July 29, 2020. The date of the Revised Final Plan is August 4, 2023, and the list of revisions on the Cover Sheet (Sheet CS-1) do not suggest a revision made for the NPDES permit extension. The current revised plan shall be provided to the Monroe County Conservation District to determine whether an amendment to the existing NPDES permit will be required.*

In addition, the stormwater management report/calculations shall be provided. (From Previous Comment) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter.

Comment 16

Fire lanes are required for new buildings set back more than 150' from the right-of-way. [Ordinance 101] The dimensions and requirements of the ordinance for the designated lanes shall be provided for on the plan, including provisions for turn radius and turnaround areas. The Applicant has indicated that fire lanes will be added "once the hotel design is finalized". The plans have been revised to include conceptual grading/or a continuous drive loop however final details and notations have not been provided on the plan. *The Revised Final Plan provides an emergency access road behind the proposed apartment building. The plan shall be provided to the Pocono Township Fire Company for review and comment. (From Previous Comment) The response letter acknowledges the need to submit to the Township Fire Company. (Previous Comment) The response letter indicates the plans have been reviewed and approved by the Fire Company.*



Comment 18

Retaining wall systems will require signed and sealed drawings for the site-specific application. *The cover letter indicates no retaining walls are proposed in Phase II. The Typical Section-Reinforced Modular Concrete Unit Retaining Wall provided on the Site & Miscellaneous Details (Sheet DET-3) shall be removed. (Previous Comment) A retaining wall is now proposed and the detail on Sheet DET-3 remains. The Retaining Wall Note in the detail shall be revised to require the retaining wall design plans and calculations be "reviewed and approved prior to construction". (Previous Comment) Comment addressed.*

Comment 20

Given the density of the development, it is recommended that the fire department provide input on the adequacy of the fire hydrant layout (one hydrant proposed) and truck access. *(Previous Comment) The response letter indicates a copy of the plan will be submitted to the Fire Chief for review. (Previous Comment) The response letter indicates the plans have been reviewed and approved by the Fire Company.*

Comment 21

The following is a summary of the Permits/Approvals required for this Land Development. Copies of all applications, comments, and response letters should be provided to the Township for review through the course of permit procurement:

- a. Monroe County Planning Commission – Land Development review. *(Previous Comment) The Revised Final Plan shall be submitted to the County Planning Commission with proof of submission provided to the Township.*
- b. Monroe County Conservation District – Erosion & Sedimentation Pollution Control Plan Review & Approval – *(From Previous Comment) The current NPDES Permit expires July 28, 2025, and a minor amendment is currently under review.*
- c. Pennsylvania Department of Environmental Protection
 - i. NPDES Permit for Stormwater Discharges Associated with Construction - *NPDES Permit No. PAD450110 was issued July 29, 2020. The date of the Revised Final Plan is August 4, 2023, and the list of revisions on the Cover Sheet (Sheet CS-1) do not suggest a revision made for the NPDES permit extension. (From Previous Comment) The current NPDES Permit expires July 28, 2025, and a minor amendment is currently under review.*
 - ii. Water Obstruction and Encroachment Permit, Extension through 2016 – *(Previous Comment) Bridge constructed, and no further review is required.*
 - iii. Sewage Facilities Planning Module – *An exemption letter was issued by the Pennsylvania Department of Environmental Protection on March 31, 2016. (Previous Comment) A sanitary sewer review is pending a revised plans submission and will be provided under separate cover.*
- d. Sewer Authority Approval – *(Previous Comment) A sanitary sewer review is pending a*



- revised plans submission and will be provided under separate cover.*
- e. Water Authority Approval - *A previously issued "will serve" letter from BCRA was revoked due to a limitation of water supply along the Route 0611 corridor. (Previous Comment) A "Will-Serve" Commitment Request Letter was sent to BCRA.*
 - f. Pennsylvania Department of Transportation, Highway Occupancy Permit – *(Previous Comment) Permit issued, and driveway constructed. No further review required.*
- II. The applicant shall address the Fire Department comments attached to the Township Engineer's letter dated April 14, 2014. *The cover letter indicates two fire hydrants and sprinklers are proposed. The plan shall be provided to the Pocono Township Fire Company for review. (Previous Comment) The response letter indicates the Fire Company has reviewed and approved the plan.*
- III. The applicant shall submit to the Township Engineer, for his review and approval, the stormwater management plan which was redesigned due to the addition of the loop road. *The cover letter indicates a 0.07-acre reduction in impervious cover is proposed. The revised stormwater management report/calculations shall be submitted. (Previous Comment) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter.*
- IV. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security at the time of Final Plan approval. *The cover letter indicates a construction cost estimate was provided with this submission; however, none was received. The construction cost estimate shall be provided for review. (Previous Comment) The response letter indicates a construction cost estimate will be provided with a future submission. (Previous Comment) A Cost Estimate for Required Improvements has been submitted and will be reviewed under separate cover.*
- V. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security at the time of Final Plan approval. *(Previous Comment) A previous cover letter indicates coordination with the Township Solicitor will occur.*
- VI. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township at the time of Final Plan approval. *(Previous Comment) A previous cover letter indicates coordination with the Township Solicitor will occur.*
- VII. The applicant shall pay all necessary fees associated with the Plan, but not limited to any outstanding plan account charges and all professional service fees, prior to the recording of the Final Plan. *(Previous Comment) The previous cover letter acknowledged the required fees.*
- VIII. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Final Plan for signatures. *(From Previous Comment) Refer to Condition I, Comment 21 for a list of outside agency approvals.*
- IX. The applicant shall submit a final plan in accordance with Section 508 of the Municipalities Planning Code. *(Previous Comment) This submission is for a Revised Final Land Development Plan.*



- X. The applicant shall comply with all final plan requirements identified in the Subdivision and Land Development Ordinance. *(Previous Comment)*
- XI. The applicant shall provide three (3) mylars for recording the plans and eight (8) sets of paper prints which are signed and notarized by the owner and sealed by the engineer. *The applicant shall confirm with the Township the number of plans required for recording. (Previous Comment) The response letter acknowledges this comment.*
- XII. The applicant shall complete the development in strict accordance with the Plan, notes on the Plan, this conditional Preliminary Approval, and the improvements Agreement (except as said Plan or conditions of approval may be revised during the Final Plan approval process) or as approved by the Township Engineer. *(Previous Comment) The previous cover letter acknowledged these requirements.*
- XIII. 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. *(Previous Comment) The previous cover letter indicated this was completed.*

ZONING ORDINANCE COMMENTS

1. Comment 1 from Review No. 1 satisfied.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

2. Comments 2 through 7 from Review No. 1 satisfied.
3. Comment 3 from Review No. 2 satisfied.

STORMWATER MANAGEMENT ORDINANCE COMMENTS

4. Comment 4 from Review No. 2 satisfied.

STORMWATER MANAGEMENT AND STORM SEWER DESIGN COMMENTS

5. Based upon our review of the Revised Final Plan and the stamped for construction plan dated December 2006 and last revised March 9, 2016, the proposed storm sewer has been revised. Calculations in support of the revised storm sewer shall be submitted for review. *(Previous Comment 5 from Review No. 2) Comments related to our review of the submitted Post Construction Stormwater Management Report are included in this letter.*
6. Comments 6 and 7 from Review No. 2 satisfied.
7. Previous Comments 12 and 13 from Review No. 1 satisfied.
8. Comment 9 from Review No. 2 satisfied.
9. Comment 15 from Review No. 1 satisfied.
10. Comments 11 through 15 from Review No. 2 satisfied.



11. The proposed grade at Swale J (elevation 1250) and the top of berm elevation (1187) at Detention Basin D1 shall be labeled on the Grading and Utility Plan (Sheet GU-1). *(New Comment) (Previous Comment 16 from Review No. 2) The plan view on Sheet PCSM-1 shows a berm elevation at Detention Basin D1 of 1186.00, however the Detention Basin Outfall D1 Detail on Sheet PCSM-3 specifies a berm elevation of 1187.00. It is noted the Pond Report utilizes a top of berm elevation of 1187.00. The plan view shall be revised.*
12. Comment 17 from Review No. 2 satisfied.

MISCELLANEOUS COMMENTS

13. The cover letter indicates that the traffic generation of the proposed apartment use will be less than the previously approved hotel use. Based upon the data provided in the ITE Trip Generation Manual, the proposed apartments will generate less traffic than the previously proposed hotel during the AM and PM weekday peak hours and the Saturday and Sunday peak hours. *(Previous Comment 18 from Review No. 2) No action required.*
14. The Applicant shall discuss the number of bedrooms in each unit with the Township. *(Previous Comment 19 from Review No. 2) The response letter indicates one (1) to two (2) bedrooms will be provided for each unit.*
15. Previous Comments 18 through 22 from Review No. 1 satisfied.
16. Comment 21 from Review No. 2 satisfied.
17. Previous Comments 24 and 25 from Review No. 1 satisfied.
18. Boundary closure reports for the proposed Drainage and Slope Easements, the proposed Pocono Township/BCRA Easement, and the 40' Wide Emergency Access Easement shall be submitted for review. Distances along the southern property line (S53°43'53"E) shall be provided on the Phasing and Easement Plan (Sheet EAS-1) in support of the northerly Drainage and Slope Easement and the 40' Wide Emergency Access Easement. *(Previous Comment 23 from Review No. 2) The following comments are related to our review of the submitted boundary closure reports and the Phasing & Easement Plans (Sheets EAS-1 to EAS-4).*
 - a. *The acreage of the Open Space Easement presented on Sheet EAS-1 (6.22 acres) is inconsistent with the area calculated in the boundary closure reports (7.04 acres). The plan shall be revised. (Previous Comment) This shall still be addressed.*
 - b. *The points of beginning shall be labeled for each proposed easement. (Previous Comment) The tie shall be provided to the point of beginning for the Brodhead Creek Regional Authority Easement, or the point of beginning should be relocated along a property line.*
 - c. *Metes and bounds to tie the proposed easements into an existing known point shall be provided on the plan. (Previous Comment) See Comment 23.b.*
 - d. *Proposed grading is shown within the Drainage & Slope Easement and the easement shall be revised accordingly. (Previous Comment) The area of the Drainage & Slope Easement listed on Sheet EAS-1 (3.58 acres) is inconsistent with the sum of the drainage and slope easements presented in the lot closure reports (3.49 acres). The plan shall be revised.*



- e. Comment satisfied.
19. A 40' Wide Emergency Access Easement is proposed to connect the proposed Tamarack Drive with the existing Tamarack Drive. The easement is through existing woodlands which are not proposed to be removed. The use of the Emergency Access Easement shall be discussed. *(Previous Comment 24 from Review No. 2) The response letter acknowledged this comment. The use of the Emergency Access Easement shall be discussed.*
20. Previous Comments 28 and 29 from Review No. 1 satisfied.
21. Comment 26 from Review No. 2 satisfied.
22. Previous Comments 31 through 37 from Review No. 1 satisfied.
23. Comment 28 from Review No. 2 satisfied.
24. Previous Comment 39 from Review No. 1 satisfied.

PLAN REVISION COMMENTS

25. Comments 30 through 34 from Review No. 2 satisfied.
26. The Typical Curb Taper Detail provided on Sheet DET-3 and the TC/BC elevations provided in the Handicap Parking Blow-Up on Sheet GU-1 show a 6-inch curb reveal. However, the Concrete Curb and Concrete Curb/Sidewalk Details specify an 8-inch curb reveal. The plan view and details shall be revised for consistency. *(New Comment) (Previous Comment 35 from Review No. 2) The Typical Cross Section in the Concrete Curb/Sidewalk Detail still specifies an 8-inch curb and shall be revised.*
27. The proposed driveway label shall be removed from the Demolition Plan (Sheet DP-1). *(New Comment)*

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

We recommend the above comments be addressed to the satisfaction of Pocono Township, prior to approval of the Revised Final Land Development Plan.

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



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

Sincerely,

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

JST/meh

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

**Pocono Township Board of Commissioners
Regular Meeting Minutes
June 3, 2024 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on June 3, 2024 and was opened by President Richard Wielebinski at 6:12 p.m. followed by the Pledge of Allegiance.

Roll Call: Ellen Gndt, present; Natasha Leap, present; Mike Velardi, present; and Rich Wielebinski, present.

In Attendance: Patrick Briegel, Acting Township Manager & Public Works Director; Leo DeVito, Township Solicitor; Jon Tresslar, Engineer; Lindsay Scerbo, Zoning Officer; James Wagner, Chief of Police; Jennifer Gambino, Admin Assistant.

Public Comment

Cheryl Parks (Resident) Expressed her concern regarding the Variance for the Kennel on Ruby Lane. She stated that she feels unsafe due to people she doesn't know utilizing the roadway and stated that deliveries are being made to the kennel address. Cheryl asked for clarification on the timeline they have in order to appeal the ruling on the variance.

Karen Doleiden (Resident) Supports everything Cheryl Parks stated. She stated that the Kennel property has their dogs on the front porch instead of the back yard. Stated Zoning should inspect. Ms. Doleiden questioned the permits' validity along with why any violations hadn't been given.

Brian Davis (Resident) Questioned the township practices regarding small business within the municipality. He feels that a pattern of systemic problems is occurring, and the township isn't as business friendly as advertised.

Interviews:

Dan McCreary –
Brian Winot –
Michael Putnam –
Beata Jazwicz –

R. Wielebinski made a motion, seconded by M. Velardi, to appoint Brian Winot to the vacant commissioners seat through December 31, 2025. All in favor. Motion carried.

Announcements

- An executive session was held on Monday evening prior to the BOC meeting to discuss personnel matters.
- Concerts in the Park will resume for the upcoming season beginning June 27, 2024.

Presentations

Cherry Lane Development Partners, John Cogan – Discussion regarding the sidewalk completion in accordance with PennDOT's requirements for a supplemental plan to be submitted in addition to the approved plan. Mr. Cogan asked the boards consideration of a temporary CO while this process takes place.

E. Gndt made a motion, seconded by M. Velardi, to not approve a temporary CO. All in favor. Motion carried.

Resolutions -

Resolution 2024-10 – MPMS 79473 – Agreement 05U414 – Place Holder

Resolution 2024-11 – MPMS 79473 – Agreement 05U461- Place Holder

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the May 20, 2024 regular meeting. E. Gndt asked that a change be made regarding her vote on opening the hearing to reflect NO.
 - Capital Reserve Budget Adjustment to reflect General Obligation Debt in the amount of \$5,175,000.00 to fund line to record loan proceeds.
 - Financial transactions through May 29, 2024 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll, vouchers payable, sewer operating expenditures, construction fund expenditures, and capital reserve expenditures.

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

NEW BUSINESS – None

Commissioner Comments

Richard Wielebinski – President

- Land Development Waiver – E. Gndt voiced her concern regarding the waiver. Further discussion was had.

R. Wielebinski made a motion, seconded by M. Velardi, to approve a Land Development Waiver form as written. All in favor. E. Gndt, NO. Motion carried.

- Gypsy Moths – Residents enquired about the Gypsy moth population w/in the township. This will be followed up on by the Director of Public Works, P. Briegel.

Natasha Leap – Commissioner –

- Emergency Management - No new updates
- Shout out to Jenn regarding the Touch-A-Truck event, Great Job.

Ellen Gndt – Commissioner

- SBA Cell Tower review – No new updates
- Ruby Lane - E. Gndt voiced her surprise that they don't have a C.O. L. Scerbo explained further the process and compliance.
- Solar Field – J. Tresslar said they are utilizing Back Mountain Road. One new citation was served by the Conservation District for sediment into the stream.
- Fire call for illegal burning on non-burn day. E. Gndt stated she feels a violation should result in more than just a warning. Further discussion was had.
- E. Gndt stated that we earned over \$200,000 in interest so far this year.

Mike Velardi – Commissioner –

Thanked Jen and the Public works crew for an awesome job at the Touch-A-Truck

Reports

Zoning

- Fountain Court – One year for non-conformity will be coming up. We are awaiting drawings. N. Leap asked if it would be beneficial to offer extensions. L. DeVito stated that it's up to the board how this is handled in directing the Zoning department. What is the Policy of the board? P. Briegel contributed to the discussion regarding cooperative efforts of Fountain Court.
- Wine Press Inn – Neighbors have reached out regarding maintenance and squatters. Notice was sent out in 2021. Zoning asked if the board would like to proceed with Civil action. The board stated yes. N. Leap asked that prior to filing, reach out to the owners.
- Archer Lane Civil Hearing is scheduled for the 13th at 11:30. On the grading end, the engineer is in the process of preparing ENS plans to assist in rectifying some of the stormwater concerns on the property.
- Cherry Lane – contractors yard – status
- E. Gndt – Citizens Bank lawn height

Police Report –

Deadline to accept applications for a new officer was June 1st. Testing is June 11th. Interviews to follow.

Ambulance Report - None

Fire Report – None

Public Works and Manager Reports

- The crew is working on preparations for paving which is scheduled to begin early July. The projects are expected to continue through August, weather permitting.
- There will be an Asphalt zipper demonstration tomorrow at 9 A.M.
- Parks update – inclusive area has been power washed and painted. New nets have been installed on the volleyball courts. The Splash pad has been getting a lot of use.
- Advertisement for another public works employee has been well received.
- The Ridge LDP – submitted their 356 EDU's reservation.
- Our lady of Victory Church requested a banner be put up for their church. A Resolution is needed. Would the Board be open to this?
R. Wielebinski made a motion, seconded by E. Gndt to approve Resolution 2024-12 to erect a banner over Route 611 for Our Lady of Victory Church. All in favor. Motion carried.
- Purchase of a Pickup truck for the Sewer Department in the amount of \$57,990.00. P. Briegel asked the Board to authorize him to sign the purchase order and any other paperwork to secure the purchase.
R. Wielebinski made a motion, seconded by M. Velardi, to Authorize P. Briegel to sign and secure the purchase of Sewer Truck. All in favor. Motion carried.
- E. Gndt thanked P. Briegel for stepping in during the transition of Management for the township. P. Briegel thanked his staff for helping to make it possible.

Township Engineer Report

- Sewer update – None
- Learn Road Project – We need to get the plans 80% complete and submitted to PennDOT.
- Sidewalk project – Working on securing environmental clearance. We have made a recommendation to use TPE as the inspectors for the job.
- EMS – Green light go. Time extension change order has been signed by the contractor and now in the townships hands for signature.

Township Solicitor Report

- General Sewer update:
- Tobyhanna Township and Kalahari - We are expecting the decision from Judge Williamson in the early part of this month.
- Paradise water and sewer – No new updates
- Kenny's Way – Closed on Friday morning.
- Closing on the Community College property is scheduled for this coming Thursday at 11:30 A.M.
- Kelly family trust property has been sold and the judgement has been paid.
- Potential revisions to the fee schedule. – place holder.
- Pocono places LLC continued to June 25th at 5 P.M.
- Johnson appeal – no new updates
- Potential firearms Ordinance – Special meeting open to public to discuss. June 12th at 6:00 P.M.
- Request to circulate the Managers Contract –

Public Comment

Cheryl Parks – (Resident) 150 Ruby Lane – asked Joanna Wards Ella gutted the 154 Ruby Lane – Ms. Parks has pictures of the amazon deliveries and of the owners comings and goings from their property. She stated the amount of the asking price for the puppies. Questioning the size of the dogs changing. Commented on the road, said the owners are abusive to everyone. She claimed a hardship. She stated the septic still smells.

Cory Sayre – (Resident) Assistant Fire Chief – Regarding Fire violations – they do not fine. If issues they will turn it over to the Police. E. Gmandt stated they do have the authority to Fine. R. Wielebinski thanked Cory and the Fire Department for their service.

Adjournment

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

POCONO TOWNSHIP

Monday, June 17, 2024

SUMMARY

<u>Ratify</u>		
General Fund	\$	14,989.34
Payroll	\$	137,264.73
Sewer Operating	\$	1,578.04
Sewer Construction	\$	57,898.00
Capital Reserve	\$	1,042.50
<u>Bill List</u>		
TOTAL General Fund	\$	207,385.97
TOTAL Sewer OPERATING Fund	\$	190,649.33
TOTAL Sewer CONSTRUCTION Fund	\$	-
TOTAL Capital Reserve Fund	\$	3,319.29
Liquid Fuels	\$	-
TOTAL EXPENDITURES	\$	614,127.20
<hr/>		
Fire Tax Disbursement	\$	-
<hr/>		
<u>Budget Adjustments</u>		
General Fund		
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	47,340.00
<u>Budget Appropriations</u>		
<u>Budgetary Interfund Transfer</u>		
	<hr/>	<hr/>
	\$	-
<u>Use of Grant Funds</u>		
<u>ARPA FUNDS TO CAPITAL RESERVE</u>		
Proj 2130153T TASA SR 611 Learn Rd Safety Enhance Proj & Roundabout		
TOTAL CAP. RESERVE	\$	-
<u>ARPA FUNDS TO GENERAL FUND</u>		
TRAISR		
TRAINING		
Sarcinello Planning & GIS Services		
TOTAL GEN FUND	\$	-
Total ARPA Transfers	\$	-

Notes:

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, June 17, 2024

General Fund

Date	TYPE	Vendor	Memo	Amount
06/14/2024	ACH		PAYROLL ENDING 06/09/2024	\$ 137,264.73
TOTAL PAYROLL				\$ 137,264.73

General Expenditures

Date	Check	Vendor	Memo	Amount
05/31/2024	1248	Blue Ridge Communications	TLC Park Internet	\$ 54.95
06/03/2024	1249	Tannersville Lions Club	2024 Sponsorship	\$ 100.00
06/03/2024	1250	Pocono Record	TWP Advertisement	\$ 361.78
06/03/2024	1251	PENTELEDATA	TWP Internet	\$ 142.90
06/04/2024	ACH	BMO	TWP supplies and subscriptions	\$ 5,639.22
06/04/2024	1252	PENTELEDATA	Police Internet	\$ 221.95
06/04/2024	1253	PENTELEDATA	Heritage Center Internet	\$ 30.31
06/04/2024	1254	MRM Property & Liability Trust	Additional insurance new properties	\$ 8,027.00
06/10/2024	1255	Blue Ridge Communications	TWP Phones	\$ 411.23
TOTAL General Fund Bills				\$ 14,989.34

Sewer Operating Fund

Date	Check	Vendor	Memo	Amount
06/04/2024	ACH	BMO	FirstNet payment	\$ 1,077.59
06/04/2024	1060	PENTELEDATA	Pump Stations 1 - 5 Internet	\$ 369.75
06/10/2024	1061	BLUE RIDGE COMMUNICATIONS	Pump Station 1&2 Phones	\$ 130.70
TOTAL				\$ 1,578.04

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
06/04/2024	1000	FRED BEANS	SEWER TRUCK PURCHASE	\$ 57,898.00
TOTAL Sewer Construction Fund				\$ 57,898.00

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
06/03/2024	1023	P&D Emergency Services	2023 Ford Utility Uprit	\$ 1,042.50
TOTAL Capital Reserve Fund				\$ 1,042.50

TOTAL General Fund	\$	152,254.07	
TOTAL Sewer Operating	\$	1,578.04	Authorized by:
TOTAL Sewer Construction	\$	57,898.00	
Total Capital Reserve	\$	1,042.50	Transferred by:
TOTAL	\$	212,772.61	

6/11/2024

POCONO TOWNSHIP CHECK LISTING Monday, June 17, 2024

General Fund

Date	Check	Vendor	Memo	Amount
6/11/2024	1259	ARGS Technology, LLC	May 2024 Remote IT Services	\$ 5,342.94
6/11/2024	1260	Auto Parts of Tannersville, Inc.	PW operating supplies	\$ 664.63
6/11/2024	1261	Bartonsville Printing	Banners	\$ 300.00
6/11/2024	1262	Brodhead Creek Regional Authority	TWP Sewer	\$ 165.00
6/11/2024	1263	Broughal & DeVito, L.L.P.	Legal services	\$ 14,648.69
6/11/2024	1264	Delaware Valley Retirement, Inc.	Pension Plan Amendment Fee	\$ 250.00
6/11/2024	1265	DES	TWP Recycling	\$ 30.00
6/11/2024	1266	Donna Kenderdine Reporting	4/25/24 Pocono Places Hearing	\$ 150.00
6/11/2024	1267	Eureka Stone Quarry, Inc.	Road materials	\$ 10,138.90
6/11/2024	1268	Gotta Go Potties, Inc	Park & Event rental	\$ 785.00
6/11/2024	1269	H. M. Beers, Inc.	May 2024 SEO Services	\$ 3,150.00
6/11/2024	1270	Jan-Pro of NEPA	Jun 2024 Cleaning	\$ 1,718.56
6/11/2024	1271	Kimball Midwest	PW operating supplies	\$ 206.13
6/11/2024	1272	Kuehner, Raymond	6/7/24 Uniform	\$ 279.92
6/11/2024	1273	Locust Ridge Quarry	338920	\$ 122.99
6/11/2024	1274	MAULA, MAURA	6/6/24 MVP Yoga	\$ 35.00
6/11/2024	1275	Mavis Discount Tire	Police vehicle repairs	\$ 99.99
6/11/2024	1276	MetLife - Non Uni. Pen. Plan	Non police pension	\$ 7,607.12
6/11/2024	1277	MetLife - Non Uni. Pen. Plan	Non police pension	\$ 10,518.26
6/11/2024	1278	Monroe County Conservation District	6/27/24 MVP Nature Walk	\$ 75.00
6/11/2024	1279	Monroe County Control Center	Q3 2024 Dispatch Fees	\$ 27,245.53
6/11/2024	1280	MRM Worker's Compensation Pooled Trust	Installment 10 of 12 2024	\$ 18,724.63
6/11/2024	1281	Nationwide - 457	EE & ER Cont	\$ 4,564.05
6/11/2024	1282	Nationwide - 457	EE & ER Cont	\$ 4,546.86
6/11/2024	1283	Newman Williams, P.C.	ZHB Conflict Counsel	\$ 1,295.00
6/11/2024	1284	P & D Emergency Services	Unit 92 Service	\$ 120.50
6/11/2024	1285	PMHC	Health insurance premium	\$ 66,688.23
6/11/2024	1286	Portland Contractors, Inc.	May 2024 Services	\$ 335.00
6/11/2024	1287	PPL Electric Utilities	Electric service	\$ 125.77

Approve

6/11/2024

6/11/2024	1288	Reserve Account	Postage Replenishment	\$	2,500.00
6/11/2024	1289	Sarcinello Planning & GIS Services	Zoning Ordinance Amendments	\$	2,627.71
6/11/2024	1290	Shiffer Bituminous Service Co.	125 Gallons Tack	\$	487.50
6/11/2024	1291	Staples	Office Copy Paper	\$	222.45
6/11/2024	1292	Staples	Office Supplies	\$	92.72
6/11/2024	1293	State Workers Insurance Fund	06211644	\$	2,026.00
6/11/2024	1294	Strand Pool Supply LLP	TLC Splash Pad Maintenance	\$	32.70
6/11/2024	1295	The Joes / Henry Callie	6/27/24 Tannersville Concert in the Park	\$	400.00
6/11/2024	1296	UNIFIRST Corporation	TWP Mats (Dec 2023 - June 2024)	\$	1,273.34
6/11/2024	1297	US BANK - Lockbox CM9722	EE Contribution	\$	7,568.35
6/11/2024	1298	Wilson Products Compressed Gas Co.	PW operating supplies	\$	16.50
6/11/2024	1299	World Fuel Services, Inc.	Vehicle fuel	\$	10,205.00
TOTAL GENERAL FUND					\$207,385.97

Sewer Operating

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
6/11/2024	1062	Auto Parts of Tannersville, Inc.	Operating supplies	\$ 22.98
6/11/2024	1063	BRODHEAD CREEK REGIONAL AUTHORITY	Jun 2024 O&M	\$ 118,234.08
6/11/2024	1064	BRODHEAD CREEK REGIONAL AUTHORITY	Bioxide Evoqua	\$ 12,563.82
6/11/2024	1065	BRODHEAD CREEK REGIONAL AUTHORITY	PA One Call Jun 2024 (18 responses for May 2024)	\$ 1,500.00
6/11/2024	1066	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 577.50
6/11/2024	1067	Cyphers Truck Parts	Equipment parts	\$ 480.33
6/11/2024	1068	EEMA O&M Services Group, Inc.	Op & Maint June 2024	\$ 7,719.37
6/11/2024	1069	LRM, Inc	Pump Stations Calibration	\$ 1,002.50
6/11/2024	1070	ONYX VALVE CO	Proj 1631000 Spare Valve Train Procurement	\$ 47,761.75
6/11/2024	1071	SUBURBAN TESTING LABS	Monthly NPDES	\$ 627.00
6/11/2024	1072	Wittel, Jason	Ford F-250 Lettering	\$ 160.00
TOTAL Sewer Operating				\$190,649.33

Sewer Construction Fund

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

6/11/2024

Capital Reserve Fund

<u>Date</u>	<u>Check</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
6/11/2024	1024	Dell Marketing	Police Computers	\$ 3,319.29
TOTAL Capital Reserve Fund				<u>\$3,319.29</u>

Liquid Fuels

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

Fire Tax Disbursement

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

ESSA

General Fund	\$	207,385.97	
Sewer Operating	\$	190,649.33	
Sewer Construction Fund	\$	-	Authorized by: _____
Capital Reserve		\$3,319.29	
Fire Tax Disbursement		\$0.00	
Liquid Fuels	\$	-	
TOTAL ESSA TRANSFER	<u>\$</u>	<u>401,354.59</u>	Transferred by: _____

6/11/2024

BUDGET ADJUSTMENT REQUEST

The line items in the funds listed below require additional funding to cover expenditures for the remainder of the year. Department heads request Board of Commissioners' approval to move funding to the lines indicated below.

SEWER OPERATING				
FROM	Amount	TO	Amount	Explanation
08-471-200	47,340.00	08-429-374	47,340.00	Additional funding needed to cover emergency repair Valve 2
TOTAL ADJUSTMENTS	47,340.00		47,340.00	

General Fund
Balance Sheet
As of December 31, 2023

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
100.005 · 1NORTHERN BANK GF DISB	122,920.79
100.004 · GENERAL FUND DISBURSEMENT	12,018.06
100.000 · General Fund Cash	173,497.44
100.006 · PLGIT GENERAL FUND	8,564,560.07
100.108 · PLGIT P-CARD PAYMENT ACCOUNT	5.23
100.001 · Petty Cash	224.75
100.109 · Police Petty Cash	100.00
100.002 · ESSA Payroll account	1,320.34
100.003 · KOLLAR COMMITTED	5,389.03
100.007 · PLGIT OPEN SPACE	66,466.46
Total Checking/Savings	8,946,502.17
Other Current Assets	
140.300 · Taxes Receivable	8,195.11
142.100 · Delinquent Taxes Receivable	-0.18
145.100 · Accounts Receivable Adjustments	13,864.67
Total Other Current Assets	22,059.60
Total Current Assets	8,968,561.77
Other Assets	
155.000 · Prepaid Expenses	3,322.13
155.100 · Prepaid Insurance	13,261.00
Total Other Assets	16,583.13
TOTAL ASSETS	8,985,144.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	21,430.06
Total Liabilities	21,430.06
Equity	
279.000 · Fund Balance	5,411,442.91
279.001 · Committed Open Spaces	66,466.46
279.002 · COMMITTED NEW BUILDING	535,000.00
279.999 · Prior period adjustment	10,116.97
Net Income	2,940,688.50
Total Equity	8,963,714.84
TOTAL LIABILITIES & EQUITY	8,985,144.90

6/11/2024

Operating Reserve Fund Balance Sheet

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
100.001 · ESSA Capital Reserve Account	3,524.71
100.006 · PLGIT CAPITAL RESERVE	1,775,303.12
100.103 · MC CONS. DIST. GRANT LOW VOLUME	24,518.08
100.105 · WAYNE LOAN PROCEEDS 20242	1,081.30
Total Checking/Savings	<u>1,804,427.21</u>
Total Current Assets	<u>1,804,427.21</u>
TOTAL ASSETS	<u><u>1,804,427.21</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
252.001 · UNEARNED GRANT REVENUE	524,019.84
Total Other Current Liabilities	<u>524,019.84</u>
Total Current Liabilities	<u>524,019.84</u>
Total Liabilities	524,019.84
Equity	
279.000 · Fund Balance	
COMMITTED FUND BALANCE	420,528.42
Total 279.000 · Fund Balance	420,528.42
299.000 · Retained Earnings	164,040.42
Net Income	<u>695,838.53</u>
Total Equity	<u>1,280,407.37</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,804,427.21</u></u>

6/11/2024

SEWER OPERATING BALANCE SHEET

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
100.005 · 1NORTHERN BANK	-7,629.36
100.006 · PLGIT SEWER OPERATIONS	4,385,273.95
Total Checking/Savings	<u>4,377,644.59</u>
Other Current Assets	
120.100 · A/R Sewer Usage Charges	150,657.06
Total Other Current Assets	<u>150,657.06</u>
Total Current Assets	<u>4,528,301.65</u>
TOTAL ASSETS	<u><u>4,528,301.65</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
200.100 · Accounts Payable Adjustments	17,682.85
Total Other Current Liabilities	<u>17,682.85</u>
Total Current Liabilities	<u>17,682.85</u>
Total Liabilities	<u>17,682.85</u>
Equity	
299.000 · Fund Balance	4,079,011.91
Net Income	431,606.89
Total Equity	<u>4,510,618.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,528,301.65</u></u>

6/11/2024

SEWER CONSTRUCTION
BALANCE SHEET
as of December 31, 2023

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
100.109 · FKB MM 2021	401,367.01
100.116 · 1NORTHERN BANK CHECKING	10,142.75
100.117 · PLGIT SEWER CONSTRUCTION	2,288,544.26
Total Checking/Savings	<u>2,700,054.02</u>
Total Current Assets	<u>2,700,054.02</u>
TOTAL ASSETS	<u><u>2,700,054.02</u></u>
LIABILITIES & EQUITY	
Equity	
299.000 · Fund Balance	2,733,284.94
Net Income	-33,230.92
Total Equity	<u>2,700,054.02</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,700,054.02</u></u>

6/11/2024

**ARPA FUND
Balance Sheet**

	<u>Dec 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
100.002 · PLGIT ARPA	745,549.81
Total Checking/Savings	<u>745,549.81</u>
Total Current Assets	<u>745,549.81</u>
TOTAL ASSETS	<u><u>745,549.81</u></u>
LIABILITIES & EQUITY	
Equity	
32000 · Retained Earnings	787,315.33
Net Income	-41,765.52
Total Equity	<u>745,549.81</u>
TOTAL LIABILITIES & EQUITY	<u><u>745,549.81</u></u>

**POCONO TOWNSHIP
MONROE COUNTY, PENNSYLVANIA
APPLICATION FOR FIREWORKS DISPLAY PERMIT**

(Application must be made at least 30 days in advance of the date of the display)

Applicant Name: BILL COLAVITO Permit # _____
Applicant Address: 1 GREAT WOLF DR Tax Parcel # 12.10.1.14-1
SCOTSDALE PA 18355 PIN # _____
Applicant Telephone: 510.872.8010
Property Owner Name & Telephone: BILL COLAVITO / 510.872.8010
Location of Display: GREAT WOLF LODGE
Type of Display: 1.3 Display Firework
Date of Display: JULY 5, 2024 Time Display Begins: 9pm Ends: 9:20pm
Operator Name and Address: SKY shooter Displays 1011 STEVEN RD
Operator Telephone: [REDACTED]

Applicant Signature: [Signature] Date: 5/14/24
Property Owner Signature: [Signature] Date: 5/14/24

Applicant must provide the following with this application:

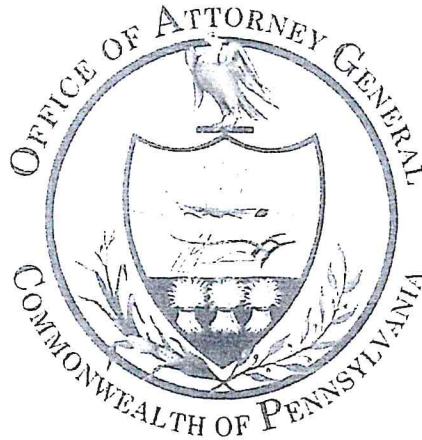
- Application Fee (non-refundable)
- Bond in the amount of \$100,000 for 1.3 g / \$1,000,000.00 for 1.4 g
- Liability insurance in the amount of not less than \$1,000,000.00, naming Pocono Township as an additional insured.
- Map showing fireworks site diagram
- Valid certificate of registration with the Pennsylvania Attorney General's Office
- Valid Bureau of Alcohol, Tobacco and Firearms License

OFFICIAL USE ONLY

Fee \$ _____ Date Paid: _____ Expiration Date: _____
Date of Approval: _____ Approved by: _____
Date of Denial: _____ Denied by: _____

112 TOWNSHIP DRIVE TANNERSVILLE, PA 18372
PHONE (570)629-1922 FAX (570) 629-7325





Fireworks Displays or Exhibitions Certificate of Registration

Be it known that: ZY Pyrotechnics LLC
d/b/a Sky Shooter Displays
1014 Slocum Road
Wapwallopen, PA 18660
President: Zachary Yeager

is registered with the Office of Attorney General, Commonwealth of Pennsylvania, to perform, provide or supervise fireworks displays for profit within this Commonwealth.

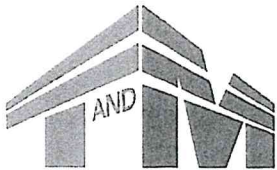
This Certificate is evidence of registration with the Office of Attorney General only. The competence, financial fitness and compliance with local requirements by the above individual or entity are not herein certified.

A handwritten signature in black ink, appearing to read "Michele K. Walsh".

Michele K. Walsh
*Executive Deputy Attorney General
Criminal Law Division*

March 18, 2024
Date

Registration Expires: March 18, 2025



YOUR GOALS. OUR MISSION.

June 12, 2024

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

**SUBJECT: TRAPASSO HOTEL LAND DEVELOPMENT
CONSTRUCTION ESCROW RELEASE NO. 13
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
POCONO TOWNSHIP LDP NO. 1277, T&M PROJECT NO. POCO-R0627**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND EIGHTY CENTS (\$144,730.80)**. A line-item tabulation for this release is attached for your files. Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

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

Sincerely,

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

JST/meh

Enclosures

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

G:\Projects\POCO\R0627\Construction\Payment Applications\#13\Escrow Release #13 Cover Letter.docx



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

APPLICATION NO.: 13
 DATE: June 11, 2024

TOTAL REQUIRED FINANCIAL SECURITY

ITEM	QUANTITY	UNIT	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
I. EROSION CONTROL								
A Construction Entrance	4,000 SF	\$	1.50 \$ 6,000.00	- SF	\$ -	4,000 SF	\$ 6,000.00	100%
B S75 Slope Matting	30,000 SF	\$	0.30 \$ 9,000.00	- SF	\$ -	30,000 SF	\$ 9,000.00	100%
C Swale A w/CI25 Lining	4,445 SF	\$	1.35 \$ 6,000.75	- SF	\$ -	4,445 SF	\$ 6,000.75	100%
D Inlet Protection (Includes HOP Inlets)	28 EA	\$	150.00 \$ 4,200.00	- EA	\$ -	28 EA	\$ 4,200.00	100%
E 12" CFS	105 LF	\$	7.75 \$ 813.75	- LF	\$ -	105 LF	\$ 813.75	100%
F 18" CFS	65 LF	\$	13.50 \$ 877.50	- LF	\$ -	65 LF	\$ 877.50	100%
G 32" CFS	355 LF	\$	21.50 \$ 7,632.50	- LF	\$ -	355 LF	\$ 7,632.50	100%
H Construction Fencing (Chain Link)	840 LF	\$	5.75 \$ 4,830.00	- LF	\$ -	840 LF	\$ 4,830.00	100%
I Rock Filters	2 EA	\$	185.00 \$ 370.00	- EA	\$ -	2 EA	\$ 370.00	100%
J Swale Matting C350	1,350 SF	\$	5.75 \$ 7,762.50	- SF	\$ -	1,350 SF	\$ 7,762.50	100%
K Temporary Stabilization	50,000 SF	\$	0.16 \$ 8,000.00	- SF	\$ -	50,000 SF	\$ 8,000.00	100%
SUBTOTAL ITEM I			\$ 55,487.00		\$ -		\$ 55,487.00	
II. EXCAVATION								
A Respread Topsoil - Slope	400 CY	\$	9.60 \$ 3,840.00	- CY	\$ -	400 CY	\$ 3,840.00	100%
B Seeding	30,000 SF	\$	0.11 \$ 3,300.00	- SF	\$ -	30,000 SF	\$ 3,300.00	100%
C 6" Storie for Temporary Parking	7,835 SY	\$	5.50 \$ 43,092.50	- SY	\$ -	7,835 SY	\$ 43,092.50	100%
D Cut to Export	3,540 CY	\$	12.75 \$ 45,249.75	- CY	\$ -	3,540 CY	\$ 45,249.75	100%
E Back Retaining Wall Slope Excavation	2,835 CY	\$	24.00 \$ 68,040.00	- CY	\$ -	2,835 CY	\$ 68,040.00	100%
F South Parking Lot Retaining Wall Excavation	438 CY	\$	17.00 \$ 7,446.00	- CY	\$ -	438 CY	\$ 7,446.00	100%
G North Parking Lot Retaining Wall Excavation	1,055 CY	\$	17.00 \$ 17,935.00	- CY	\$ -	1,055 CY	\$ 17,935.00	100%
H 611 Retaining Wall	298 CY	\$	17.00 \$ 5,066.00	- CY	\$ -	298 CY	\$ 5,066.00	100%
I Sidewalk Excavation	2,845 SF	\$	1.50 \$ 4,267.50	- SF	\$ -	2,845 SF	\$ 4,267.50	100%
J Curb Extension	5,050 LF	\$	4.50 \$ 22,725.00	- LF	\$ -	5,050 LF	\$ 22,725.00	100%
K Fine Grade	194,000 SF	\$	0.13 \$ 25,220.00	48,500 SF	\$ 6,305.00	194,000 SF	\$ 25,220.00	100%
SUBTOTAL ITEM II			\$ 246,181.75		\$ 6,305.00		\$ 246,181.75	
III. RETAINING WALL								
A Stamped Wall Drawings	9,385 SF	\$	0.80 \$ 7,508.00	- SF	\$ -	9,385 SF	\$ 7,508.00	100%
B Segmental Retaining Walls	9,385 SF	\$	24.00 \$ 225,240.00	- SF	\$ -	9,385 SF	\$ 225,240.00	100%
SUBTOTAL ITEM III			\$ 232,748.00		\$ -		\$ 232,748.00	
IV. STORMSEWER								
A 18" RCP (HOP)	90 LF	\$	75.00 \$ 6,750.00	- LF	\$ -	90 LF	\$ 6,750.00	100%
B 18" HDPE	375 LF	\$	63.00 \$ 23,625.00	- LF	\$ -	375 LF	\$ 23,625.00	100%
C 24" RCP	70 LF	\$	100.00 \$ 7,000.00	- LF	\$ -	70 LF	\$ 7,000.00	100%
D C Inlet (HOP D-2) 4.56 VF	1 EA	\$	3,006.00 \$ 3,006.00	- EA	\$ -	1 EA	\$ 3,006.00	100%
E M Inlet (HOP D-3) 3.00 VF	1 EA	\$	2,625.00 \$ 2,625.00	- EA	\$ -	1 EA	\$ 2,625.00	100%
F Type 4 M Inlet (HOP D-4) 3.51 VF	1 EA	\$	4,575.00 \$ 4,575.00	- EA	\$ -	1 EA	\$ 4,575.00	100%
G C Inlet (D-6) 3.71 VF	1 EA	\$	2,850.00 \$ 2,850.00	- EA	\$ -	1 EA	\$ 2,850.00	100%
H Storm MH (48" - D-7) 4.05 VF	1 EA	\$	2,810.00 \$ 2,810.00	- EA	\$ -	1 EA	\$ 2,810.00	100%
I M Inlet (D-8) 5.62 VF	1 EA	\$	3,075.00 \$ 3,075.00	- EA	\$ -	1 EA	\$ 3,075.00	100%
J M Inlets (Avg. 3.87 VF)	8 EA	\$	2,755.00 \$ 22,040.00	- EA	\$ -	8 EA	\$ 22,040.00	100%
K C Inlets (Avg. 6.02 VF)	12 EA	\$	4,150.00 \$ 49,800.00	- EA	\$ -	12 EA	\$ 49,800.00	100%
L 48" Storm Manholes (Avg. 7.19 VF)	5 EA	\$	4,285.00 \$ 21,425.00	- EA	\$ -	5 EA	\$ 21,425.00	100%
M 18" HDPE	1,141 LF	\$	63.00 \$ 71,883.00	- LF	\$ -	1,141 LF	\$ 71,883.00	100%
N Underground Basin	1 LS	\$	615,665.00 \$ 615,665.00	- LS	\$ -	1 LS	\$ 615,665.00	100%
O Tie into Existing HOP Inlet	1 EA	\$	875.00 \$ 875.00	- EA	\$ -	1 EA	\$ 875.00	100%
P 24" Snouts	4 EA	\$	1,606.00 \$ 6,424.00	- EA	\$ -	4 EA	\$ 6,424.00	100%



CONSTRUCTION COST & QUANTITY ESTIMATE
 TRAPASSO HOTEL LAND DEVELOPMENT
 POCONO TOWNSHIP LDP NO. 1277, T&M ASSOCIATES PROJECT NO. POCO-R0627
 POCONO TOWNSHIP, MONROE COUNTY
 APRIL 5, 2022 (REVISED MAY 25, 2023)

APPLICATION NO.: 13
 DATE: June 11, 2024

TOTAL REQUIRED FINANCIAL SECURITY

ITEM	QUANTITY	UNIT	COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
					QUANTITY	COST	QUANTITY	COST	
Q Mechanical Rock Excavation	713	CY	\$ 130.00	\$ 92,690.00	-	CY \$ -	713	CY \$ 92,690.00	100%
SUBTOTAL ITEM IV				\$ 937,118.00		\$ -		\$ 937,118.00	
V. SANITARY SEWER									
A 8" SDR-35	187	LF	\$ 65.00	\$ 12,155.00	-	LF \$ -	187	LF \$ 12,155.00	100%
B Cleanout	1	EA	\$ 265.00	\$ 265.00	-	EA \$ -	1	EA \$ 265.00	100%
C Raise Existing Manhole	5	VF	\$ 410.00	\$ 2,050.00	-	VF \$ -	5	VF \$ 2,050.00	100%
D Mechanical Rock Excavation	152	CY	\$ 130.00	\$ 19,760.00	-	CY \$ -	152	CY \$ 19,760.00	100%
				\$ 34,230.00		\$ -		\$ 34,230.00	
VI. MISCELLANEOUS UTILITIES									
*** A Site Lighting	11	EA	\$ 8,765.00	\$ 96,415.00	-	EA \$ -	11	EA \$ 96,415.00	100%
B Underground Electric-Dig/Backfill Only	350	LF	\$ 90.50	\$ 31,675.00	-	LF \$ -	350	LF \$ 31,675.00	100%
C Gas Stub	50	LF	\$ 20.25	\$ 1,012.50	-	LF \$ -	50	LF \$ 1,012.50	100%
SUBTOTAL ITEM VI				\$ 129,102.50		\$ -		\$ 129,102.50	
VII. CONCRETE WORK									
A 18" Concrete Curb	5,050	LF	\$ 20.50	\$ 103,525.00	-	LF \$ -	5,050	LF \$ 103,525.00	100%
B 4" Concrete Sidewalk	2,845	SF	\$ 8.10	\$ 23,044.50	-	SF \$ -	2,845	SF \$ 23,044.50	100%
**** C Steps	3	SETS	\$ 4,500.00	\$ 13,500.00	-	SETS \$ -	3	SETS \$ 13,500.00	100%
D HC Ramps with ADA Mats	4	EA	\$ 1,350.00	\$ 5,400.00	-	EA \$ -	4	EA \$ 5,400.00	100%
E Island Infill	170	SF	\$ 16.20	\$ 2,754.00	-	SF \$ -	170	SF \$ 2,754.00	100%
F Mountable Curb (Partial HOP)	180	LF	\$ 35.00	\$ 6,300.00	-	LF \$ -	180	LF \$ 6,300.00	100%
SUBTOTAL ITEM VII				\$ 154,523.50		\$ -		\$ 154,523.50	
VIII. STONE/PAVING									
** A 6" 2A Modified	11,600	SY	\$ 8.00	\$ 88,000.00	-	SY \$ -	11,600	SY \$ 88,000.00	100%
B 2.5" WMA Superpave 25mm Base	11,000	SY	\$ 13.50	\$ 148,500.00	-	SY \$ -	11,000	SY \$ 148,500.00	100%
C 1.5" WMA Superpave 9.5mm Wearing	11,000	SY	\$ 9.75	\$ 107,250.00	10,000	SY \$ 97,500.00	10,000	SY \$ 97,500.00	91%
D Traffic Signs	37	EA	\$ 222.00	\$ 8,214.00	-	EA \$ -	37	EA \$ 8,214.00	100%
E Line Painting	1	LS	\$ 7,560.00	\$ 7,560.00	0.75	LS \$ 5,670.00	1.00	LS \$ 7,560.00	100%
F Emergency Access	675	SF	\$ 2.00	\$ 1,350.00	675	SF \$ 1,350.00	675	SF \$ 1,350.00	100%
G Bollards	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	LS \$ 2,000.00	1.00	LS \$ 2,000.00	100%
SUBTOTAL ITEM VIII				\$ 362,874.00		\$ 106,520.00		\$ 353,124.00	
IX. LANDSCAPING									
* A Evergreen Trees	43	EA	\$ 250.00	\$ 10,750.00	-	EA \$ -	43	EA \$ 10,750.00	100%
* B Deciduous Trees	49	EA	\$ 300.00	\$ 14,700.00	-	EA \$ -	49	EA \$ 14,700.00	100%
* C Shrubs	86	EA	\$ 45.00	\$ 3,870.00	-	EA \$ -	86	EA \$ 3,870.00	100%
* D Perennials	1,489	EA	\$ 20.00	\$ 29,780.00	-	EA \$ -	1,489	EA \$ 29,780.00	100%
E Split Rail Fence	223	LF	\$ 35.35	\$ 7,883.05	223	LF \$ 7,883.05	223	LF \$ 7,883.05	100%
F Fence of Walls	900	LF	\$ 41.00	\$ 36,900.00	-	LF \$ -	900	LF \$ 36,900.00	100%
G Respread Topsoil	472	SF	\$ 35.00	\$ 16,520.00	100	SF \$ 3,500.00	472	SF \$ 16,520.00	100%
H Seeding	65,000	SF	\$ 0.11	\$ 7,150.00	10,000	SF \$ 1,100.00	65,000	SF \$ 7,150.00	100%
SUBTOTAL ITEM IX				\$ 127,553.05		\$ 12,483.05		\$ 127,553.05	
X. GENERAL CONDITIONS									
A Survey	1	LS	\$ 11,000.00	\$ 11,000.00	-	LS \$ -	1.00	LS \$ 11,000.00	100%
B Mobilization	1	LS	\$ 5,865.00	\$ 5,865.00	-	LS \$ -	1.00	LS \$ 5,865.00	100%
SUBTOTAL ITEM X				\$ 16,865.00		\$ -		\$ 16,865.00	



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

APPLICATION NO.: 13
 DATE: June 11, 2024

TOTAL REQUIRED FINANCIAL SECURITY

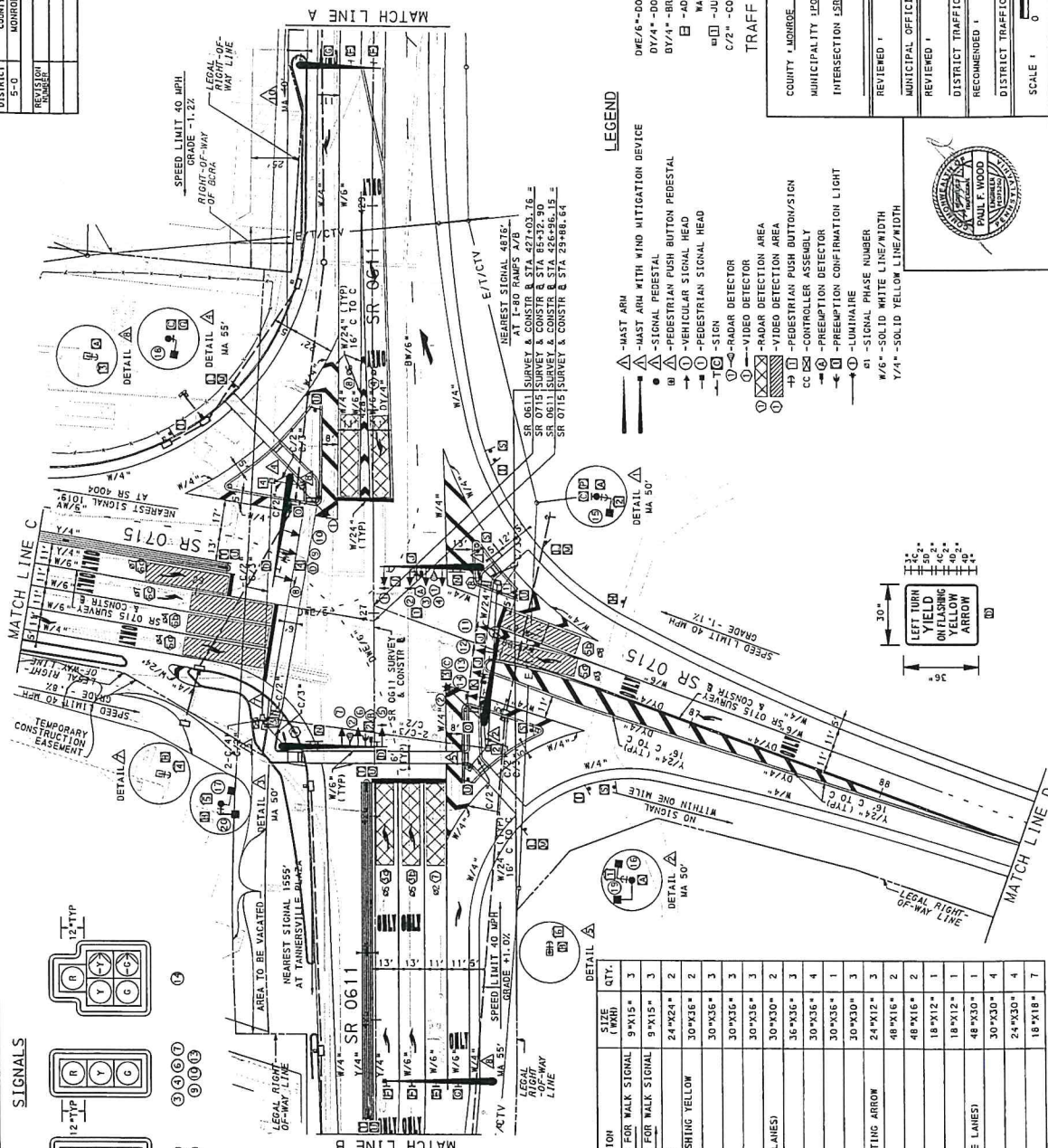
ITEM	QUANTITY	UNIT COST	TOTAL COST	CURRENT RELEASE		RELEASED TO DATE		PERCENT COMPLETE
				QUANTITY	COST	QUANTITY	COST	
			\$ 2,296,682.80		\$ 125,308.05		\$ 2,286,932.80	
			\$ 229,668.28		\$ -		\$ 229,668.28	
			\$ 114,834.14		\$ 6,265.40		\$ 114,346.64	
			<u>\$ 2,641,185.22</u>		<u>\$ 131,573.45</u>		<u>\$ 2,630,947.72</u>	

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

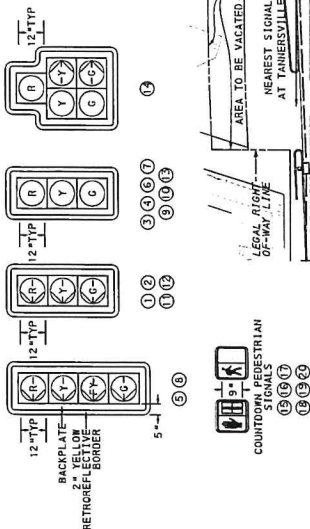
TOTAL ORIGINAL FINANCIAL SECURITY	\$ 2,641,185.22
TOTAL VALUE OF WORK CONSTRUCTED TO DATE	\$ 2,630,947.72
TOTAL VALUE OF WORK REMAINING INCLUDING RETAINAGE	\$ 10,237.50
RETAINAGE (10%)	\$ 1,023.75
AMOUNT PREVIOUSLY RELEASED	\$ 2,485,193.17
AMOUNT RECOMMENDED FOR RELEASE	\$ 144,730.80
REMAINING FINANCIAL SECURITY (INCLUDING RETAINAGE)	\$ 11,261.25

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

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-C	MONROE	0715	035/016	1 OF 10
REVISION	POCOON TOWNSHIP			
DATE	REVISIONS			
BY				



SIGNALS



SIGNALS

PLAN SYMBOL	SERIES DESIGNATION	DESCRIPTION	SIZE (FHW)	QTY.
Q	R10-3E	WALK SIGNAL WITH COUNTDOWN TIMER FOR WALK SIGNAL	9"x15"	3
Q	R10-3E	EDUCATIONAL PUSHBUTTON FOR WALK SIGNAL WITH COUNTDOWN TIMER	9"x15"	3
G	R9-3	NO PEDESTRIAN CROSSING	24"x24"	2
D	R10-12 FVA	LEFT TURN YIELD ON FLASHING YELLOW	30"x36"	2
D	R3-5A	STRAIGHT-THROUGH	30"x36"	3
D	R3-5L	LEFT TURN	30"x36"	3
D	R3-5R	RIGHT TURN	30"x36"	3
D	R3-8A (L-S-R)	LANE USE CONTROL (TWO LANES)	30"x30"	2
D	R1-2	YIELD	36"x36"	4
D	R10-10L	LEFT TURN SIGNAL	30"x36"	1
D	R10-10R	RIGHT TURN SIGNAL	30"x36"	1
D	W11-2	PEDESTRIAN CROSSING	30"x30"	3
D	W16-7P	DIAGONAL DOWNWARD POINTING ARROW	24"x12"	3
D	D3-4	SR 715	48"x16"	2
D	D3-4	SR 611	48"x16"	2
D	R9-3BPR	USE CROSSWALK RIGHT	18"x12"	1
D	R9-3BPL	USE CROSSWALK LEFT	18"x12"	1
D	R3-8B (L-S-R)	LANE USE CONTROL (THREE LANES)	48"x30"	1
D	R5-1	DO NOT ENTER	30"x30"	4
D	R4-7	KEEP RIGHT	24"x30"	4
D	OH1-3	OBJECT MARKER	18"x18"	7

* INCIDENTAL TO PEDESTRIAN PUSHBUTTON INSTALLATION

LEGEND

- HAST ARM
- HAST ARM WITH WIND MITIGATION DEVICE
- SIGNAL PEDESTAL
- PEDESTRIAN PUSH BUTTON PEDESTAL
- VEHICULAR SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD
- SIGN
- RADAR DETECTOR
- RADAR DETECTION AREA
- VIDEO DETECTION AREA
- PEDESTRIAN PUSH BUTTON/SIGN
- CONTROLLER ASSEMBLY
- PREEMPTION DETECTOR
- PREEMPTION CONFIRMATION LIGHT
- LUMINAIRE
- SIGNAL PHASE NUMBER
- SOLID WHITE LINE/WIDTH
- SOLID YELLOW LINE/WIDTH

TRAFFIC SIGNAL PLAN

COUNTY	MONROE
MUNICIPALITY	POCOON TOWNSHIP
INTERSECTION	SR 0611 AND SR 0715
REVIEWED	
MUNICIPAL OFFICIAL	
DATE	
RECOMMENDED	
DISTRICT TRAFFIC SIGNAL UNIT	
DISTRICT TRAFFIC ENGINEER	
DATE	
SCALE	1" = 0' 25" 50' 75'



DATE	10/15/2010
BY	PAUL F. WOOD
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

OFFICE OF THE STATE FIRE COMMISSIONER

Program Guidance

Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Medical Services Agencies

Act 91 of 2020 and Act 172 of 2016

35 Pa. C.S. §§79A01-79A33

Act 172 of 2016 established incentives for volunteers of fire companies and nonprofit emergency medical services agencies by providing municipalities with the option to offer a real estate or earned income tax credit to active members of volunteer fire companies and nonprofit emergency medical service agencies through a volunteer service credit program. Each local government may choose whether to offer the earned income tax credit, the real estate tax credit, or both. Active volunteers who meet the service credit criteria established by the local government in consultation with the fire chief or supervisor of the EMS agency are eligible for the tax credit, if offered by the local government. Act 91 of 2020 expanded the tax relief incentive to counties and school districts and established statewide reporting requirements on the tax credits. Act 91 also increased the allowable value of the real estate tax credit from 20% of the tax liability to 100% of the tax liability imposed by a local government.

Real estate tax credit: The real estate tax credit may establish a credit of up to 100% percent of the real estate tax liability for residential real property owned and occupied as the domicile of an active volunteer.

- The real estate tax credit operates as follows: an active volunteer pays their municipal real estate tax bill, then files an application for the real estate tax credit with the local government. If the application is approved, the local government issues a check to the active volunteer as a real estate tax credit rebate. The local government must approve the application if the real estate in question is real property owned and occupied by the applicant, and the applicant meets the active volunteer certification requirements implemented by the local government.
- The credit will **not** be printed on real estate tax bills.
- The local government should verify that an active volunteer is an owner-occupant of property within its jurisdiction. The local government may determine this by verifying that the property is registered for the Homestead Exemption or by developing any other criteria it deems appropriate. The tax bill that is submitted with the application may contain this documentation.

Earned income tax credit: The earned income tax credit must be set at a flat amount.

- If a volunteer's tax liability is less than the flat amount, their credit is limited to their total tax liability.
- The credit only applies to an earned income tax levied by the local government under the Local Tax Enabling Act.
- It does **not** apply to an earned income tax levied for open space purposes or to replace the occupational assessment tax.
- Only residents of the local government who are active volunteers may apply for the tax credit. A nonresident option is not available.
- The Pennsylvania Department of Community and Economic Development (DCED) will update the statewide earned income tax form to account for the new flat rate tax credit for local governments that choose to implement the credit and will provide for separation of the school earned income tax liability from the local government's earned income tax liability. (Note that under Act 150 of 2016, DCED is responsible for developing statewide forms for earned income tax collection, which all tax officers must accept.)
- The active volunteer would apply for the credit when they file their EIT taxes for the prior tax year in the current calendar year (for example, in 2023 an applicant will file documentation related to 2022) and in later years and will provide documentation from the local government that they are entitled to the tax credit.
- Local governments must provide an option for volunteers filing joint returns to still claim the credit. The return form shall also "provide a mechanism for separating the liability of an individual for any earned income tax imposed by the school district of residence from the liability of an individual for any earned income tax imposed by the municipality."

Ordinance or Resolution adoption process: At least 30 days prior to adoption of the ordinance, the local government must place a legal advertisement of its intent to adopt an ordinance or resolution implementing the tax credit and then must conduct at least one public hearing on the issue. Once adopted, the ordinance or resolution needs to be sent to the Office of the State Fire Commissioner, as well as the county law library and the tax officer for the local government's tax collection district (*if adopting an EIT tax credit.*) Before adopting any such ordinance or resolution the local government should consult with their solicitor to ensure that they are following all rules applicable to passing tax related legislation as these vary for different types of local government.

Who qualifies for the tax credit? A member of a volunteer fire company (VFC) or a nonprofit emergency medical services (EMS) company identified by the local government that meets service criteria established by the local government in consultation with the VFC and EMS companies. Local governments are required to consult with leaders of local VFCs and EMS companies that will be affected by their program. Members who are volunteer emergency responders would qualify, as well as volunteers who are members, but serve in other roles. The local government has final authority to set criteria or participation levels for the different classes of membership, subject to the required criteria outlined in section 79A21 of Title 35 (35 Pa. C.S. § 79A21).

What happens if many of our volunteers live outside of the boundaries of the local government? Since each local government can only offer the credits to volunteers who are residents, we recommend working with the neighboring municipalities that are also served by the same VFC or EMS agency to see if they would be willing to implement the program and consider using the same tax credit levels and requirements for all municipalities served.

Intergovernmental Cooperation. Section 79A32 of Title 35 (35 Pa. C.S. § 79A32) specifically authorizes units of local government to designate a council of governments, consortium, or similar organization to administer volunteer service credit programs, as well as rejections and appeals. If multiple local governments in one area all use the same entity it may ease the burden on volunteers to gain access to the benefits provided by these programs. If a local government desires to take advantage of this provision it needs to formally delegate its authority by resolution or ordinance.

How will the volunteers earn credit? Section 79A21 of Title 35 (35 Pa. C.S. § 79A21) states that the local government must consider the following activities when creating its tax credit program:

- the number of emergency calls to which a volunteer responds;
- the level of training and participation in formal training and drills for a volunteer;
- the total amount of time expended by a volunteer on administrative and other support services, including, but not limited to: fundraising, providing facility or equipment maintenance, financial bookkeeping; and
- the involvement in other events or projects that aid the financial viability, emergency response, or operational readiness of a volunteer fire company or a nonprofit emergency medical services agency.

The local government will determine the guidelines and criteria for participation in its program in consultation with the chief of a volunteer fire company and the supervisor of a nonprofit emergency medical services agency. The required criteria should be adopted by resolution and reference or include forms and applications necessary to implement the program. Purely social members should not be eligible for the tax credit.

Injured Volunteer: If a volunteer who is an emergency responder is injured during a response to an emergency response call and can no longer serve as an active volunteer because of the injury he or she is entitled to receive the tax credit. The injured volunteer must submit self-certification and an application with documentation from a licensed physician. An injured otherwise eligible volunteer may receive the credit for up to five consecutive tax years after the injury.

Tracking service activities: The chief of a volunteer fire company and the supervisor of a nonprofit emergency medical services agency are responsible for logging service records of active volunteers to document the activities of each volunteer that qualifies for credit and the calculation of total credits earned for each volunteer in their organization. These records are subject to periodic review by the Fire Commissioner, the Auditor General, and the local government enacting the ordinance.

Notarized list: The chief and supervisor must provide a notarized list of volunteers that qualify for the tax credit each year, no later than 45 days before the tax notices are distributed. The ordinance or resolution authorizing the program should state how to calculate the date for each tax year.

Application process: An active volunteer who wants to take advantage of the credit must sign and submit an application for certification to their chief or supervisor, who will sign and attest that the active volunteer meets the qualifications of the program or can no longer serve due to an injury. The application is then forwarded to the local government for review.

Review process: The local government cross-references the application with the notarized eligibility list. If the active volunteer is on the notarized list, they should be approved and the local government then issues a tax credit certificate to the active volunteer. If adopting an EIT tax credit, the local government should work with the tax officer for its tax collection district to develop a certificate acceptable to the tax officer, which the active volunteer would include with their EIT return. The local government maintains an official tax credit register of all active volunteers that were issued tax credit certificates for a particular year and provides the list and any updates to the fire chief, EMS supervisor, and the tax officer for the tax collection district (*if applicable*).

Appeals: The local government must provide a process for appealing a denial of an earned income tax credit and/or real property tax credit. The resolution or ordinance authorizing the tax credit should establish the process that will be used to reject applications as well as the process for applicants to appeal a rejection.

Please keep in mind that this guidance document is intended to be an informational resource only. Local government officials should review and discuss all proposed ordinances and resolutions with their solicitor.

Chapter 24. Taxation; Special

Part 3. TAX CREDITS FOR VOLUNTEER FIRE COMPANY AND NONPROFIT EMERGENCY MEDICAL SERVICE AGENCY

§ 24-302. Volunteer Service Credit Program.

[Ord. No. 2018-101, 12/31/2018]

1. Establishment. The Township of Jackson hereby establishes a volunteer service credit program. The goal of the program is to encourage membership and service in the community's volunteer fire companies and nonprofit emergency medical service agencies.
2. Program Criteria. The Township of Jackson shall establish, by resolution, the annual criteria that must be met to qualify for credits under the program based on the following:
 - A. The number of emergency response calls to which a volunteer responds.
 - B. The level of training and participation in formal training and drills for a volunteer.
 - C. The total amount of time expended by a volunteer on administrative and other support services, including but not limited to:

- (1) Fund-raising.
 - (2) Providing facility or equipment maintenance.
 - (3) Financial bookkeeping.
 - (4) The involvement in other events or projects that aid the financial viability, emergency response or operational readiness of a volunteer fire company or a nonprofit emergency medical service agency.
 - (5) The total number of years the volunteer has served.
3. Eligible Entities. The volunteer service credit program is available to residents of the Township of Jackson who are volunteers of the following volunteer fire companies and nonprofit emergency medical service agencies that provide service to the Township of Jackson:
- A. Jackson Township Volunteer Fire Company.
 - B. Jackson Township Volunteer Fire Company Auxiliary.
4. Eligibility Period. A volunteer must meet the minimum criteria, set by resolution under this section, during the eligibility period to qualify for the tax credits established under §§ **24-303** or **24-304** below. The eligibility period shall run from January 1 until November 1.
5. Recordkeeping.
- A. The chief of each volunteer fire company or the President of the fire company auxiliary listed under Subsection **3** above shall keep specific records of each volunteer's activities in a service log to establish credits under the volunteer service credit program. Service logs shall be subject to review by:
 - (1) The Township of Jackson Board of Supervisors or the Board of Supervisors' designee;
 - (2) The State Fire Commissioner; and
 - (3) The State Auditor General.

- B. The Chief, or president, shall annually transmit to the Township a notarized eligibility list of all volunteers that have met the minimum criteria for the volunteer service credit program. The notarized eligibility list shall be transmitted to the Secretary of the Township of Jackson no later than November 15 of each year. The Chief or president shall post the notarized eligibility list in an accessible area of the volunteer agency's facilities.
6. Application. Volunteers who have met the minimum criteria of the volunteer service credit program shall sign and submit an application for certification to their Chief or president. The Chief or president shall sign the application if the volunteer has met the minimum criteria of the volunteer service credit program, and forward it to the Township Secretary. Applications shall not be accepted by the Township after April 1 of each year.
7. Municipal Review. The Township Secretary shall review the applications for credit under the volunteer service credit program and shall cross-reference them with the notarized eligibility list. The Township Board of Supervisors shall approve all applicants that are on the notarized eligibility list. All applicants approved by the Township Board of Supervisors shall be issued a tax credit certificate by the Township Secretary.
8. Official Tax Credit Register. The Township of Jackson shall keep an official tax credit register of all active volunteers who were issued tax credit certificates. The Township Secretary shall issue updates, as needed, of the official tax credit register to the following:
 - A. Board of Supervisors;
 - B. Chief of the volunteer fire company;
 - C. President of the volunteer fire company auxiliary;
 - D. Tax officer for the Township's tax collection district.
9. Injured Volunteers.
 - A. An emergency responder who is injured during an emergency response call may be eligible for future tax

credits. The injury must have occurred while responding to, participating in, or returning from an emergency response call with one of the entities listed under § **24-302**, Subsection **3**, above.

- B. An injured emergency responder shall provide documentation from a licensed physician with the application required under § **24-302** above stating that their injury prevents them from performing duties to qualify as an active volunteer. In such a case, the injured emergency responder shall be deemed an active volunteer for that tax year.
 - C. An injured emergency responder shall annually submit the application required under § **24-302** above, along with updated documentation from a licensed physician stating that the injury still exists and prevents them from qualifying as an active volunteer. The injured emergency responder shall again be deemed an active volunteer for that tax year. An injured emergency responder shall only be deemed an active volunteer for a maximum of five consecutive tax years.
10. Eligibility. A volunteer's eligibility to receive a tax credit under this article shall be determined on an annual basis. Eligibility in a prior year does not, by itself, make the volunteer eligible in a subsequent year. Each year the volunteer must comply with the minimum criteria of the volunteer service credit program in order to be eligible for any tax credit associated with service in that year. Eligibility for tax credits shall begin with service in the calendar year 2018. Notwithstanding the foregoing, no eligibility for tax credits shall exist until the Township Board of Supervisors has adopted a resolution establishing the minimum criteria of the volunteer service credit program.

**JACKSON TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. ~~2020-100~~ 100

**AN ORDINANCE OF THE TOWNSHIP OF JACKSON, MONROE COUNTY,
PENNSYLVANIA, AMENDING ORDINANCE 2018-102, WHICH ESTABLISHED A
VOLUNTEER SERVICE CREDIT PROGRAM, TO INCREASE THE REAL ESTATE TAX
CREDIT AVAILABLE TO ACTIVE VOLUNTEERS AS PERMITTED BY ACT 91 OF 2020.**

WHEREAS, Section 1506 of the Second Class Township Code, Act of May 1, 1933, P.L. 103, No. 69, as amended by the Act of November 9, 1995, P.L. 350, No. 60, found at 53 P.S. § 66506 (the "Code"), entitled "General Powers," authorizes the Board of Supervisors to make and adopt ordinances necessary for the proper management, care and control of the Township, and its finances and the maintenance of peace, good government, health and welfare of the Township and its citizens, trade, commerce and manufacturers; and

WHEREAS, Chapter 79A of Title 35 (Health and Safety) of the Pennsylvania Consolidated Statutes, Act of Nov. 21, 2016, P.L. 1509, No. 172, found at 35 Pa. C.S. § 79A03 et seq., entitled "Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Services Agencies" ("Act 172"), authorizes municipal governments to grant local tax credits to volunteers at volunteer fire companies and nonprofit emergency medical service agencies; and

WHEREAS, based on the authority of the Code and Act 172, and in recognition of the value of volunteer firefighters and nonprofit emergency medical services to residents of Jackson Township and surrounding communities, the Board of Supervisors of Jackson Township (the "Board") enacted Ordinance 2018-102 on December 13, 2018; and

WHEREAS, among other things, Ordinance 2018-102 established a real property tax credit in the amount of 20% of an eligible volunteer's real estate tax liability on property located in the Township;

WHEREAS, on October 29, 2020, Act 91 of 2020 further amended Chapter 79A of Title 35 to authorize a municipal governing body to increase the real estate tax credit for certain active volunteers to 100% of the volunteer's tax liability; and

WHEREAS, the Board has determined that it is in the best interest and welfare of residents of the Township to increase the credit for certain active volunteers to 100% of their real estate tax liability on property located in the Township in accordance with Act 91 of 2020.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Jackson Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, to wit:

SECTION 1. Background. All of the above recitals are herein incorporated by reference.

SECTION 2. Amendment of Ordinance 2018-102. Section 4 (Real property tax credit) of Jackson Township Ordinance 2018-102 is hereby amended to increase the amount of the tax credit from twenty percent (20%) to one hundred percent (100%). The tax credit shall apply to tax levied on residential real property owned and occupied by an active volunteer who is certified under Section 79A23 (relating to certification) of Act 172 and Section 2 (Volunteer service credit program) of Ordinance 2018-102.

SECTION 3. Repealer. Except as amended hereby, all provisions of Ordinance 2018-102 shall remain in full force and effect. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4. Validity. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have adopted this ordinance and each section or part thereof irrespective of the fact that one or more sections or parts thereof be declared invalid.

SECTION 5. Effective Date. This ordinance shall take effect on January 1, 2021.

ENACTED and ORDAINED this 29 day of December, 2020.

**BOARD OF SUPERVISORS OF
JACKSON TOWNSHIP**

Donald C. Kresge Sr.
Donald C. Kresge, Sr.

ATTEST:

Rene Miller
Secretary

(TOWNSHIP SEAL)

Mark Major

Mark H. Werkeiser
Mark Werkeiser

JACKSON TOWNSHIP
MONROE COUNTY, PENNSYLVANIA

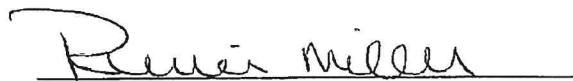
ORDINANCE NO. 2020-100

IN RE:

AN ORDINANCE OF THE TOWNSHIP OF JACKSON, MONROE COUNTY, PENNSYLVANIA, AMENDING ORDINANCE 2018-102, WHICH ESTABLISHED A VOLUNTEER SERVICE CREDIT PROGRAM, TO INCREASE THE REAL ESTATE TAX CREDIT AVAILABLE TO ACTIVE VOLUNTEERS AS PERMITTED BY ACT 91 OF 2020.

CERTIFICATION

I hereby certify that the attached Ordinance is a true and correct copy of an Ordinance enacted by the Board of Supervisors of Jackson Township, Monroe County, Pennsylvania, on the 29 day of December, 2020.



Renee Miller, Secretary
Jackson Township
2162 Route 715
P.O. Box 213
Reeders, PA 18352

[TOWNSHIP SEAL]

JACKSON TOWNSHIP
Monroe County, Pennsylvania

Resolution No. 2020-03

A RESOLUTION OF THE TOWNSHIP OF JACKSON, MONROE COUNTY, PENNSYLVANIA, ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED UNDER THE TOWNSHIP OF JACKSON VOLUNTEER SERVICE CREDIT PROGRAM TO CLAIM LOCAL TAX CREDITS.

Background

A. Chapter 79A of Title 35 (Health and Safety) of the Pennsylvania Consolidated Statutes, Act of Nov. 21, 2016, P.L. 1509, No. 172, found at 35 Pa. C.S. § 79A03 et seq., entitled "Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Services Agencies," authorizes municipal governments to grant local tax credits to volunteers at volunteer fire companies and nonprofit emergency medical service agencies;

B. The Township of Jackson, by Ordinance No. 2018-101, which established a volunteer tax credit program in the Township and authorizes local tax credits for volunteer members of volunteer fire companies and nonprofit emergency medical service agencies;

C. Ordinance No. 2018-101 provides that the Board of Supervisors shall establish, by resolution, the annual criteria to qualify for tax credits under the volunteer service credit program.

NOW, THEREFORE, BE IT RESOLVED, that the following resolution is adopted:

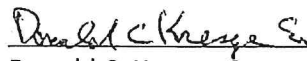
Volunteers at an eligible entity, as defined by Ordinance No. 2018-101, shall meet the following criteria during the eligibility period, as defined by Section 1 and Section 2.D of Ordinance No. 2018-101, to be eligible for certification under the volunteer service credit program:

A. A volunteer must be a member in good standing as defined in Section B below for the volunteer fire company or volunteer fire company auxiliary for which the individual is an active volunteer. Life members, who have been designated as such by the volunteer fire company or volunteer fire company auxiliary, shall automatically qualify for the credit.


B. For the 2020 tax year and every year thereafter, volunteers must:

- i. give a minimum of 35 hours of service at the volunteer fire company or volunteer fire company auxiliary at which the volunteer is an active volunteer during the eligibility period;
- ii. not owe any money to the fire company or auxiliary; and
- iii. be current on all dues.

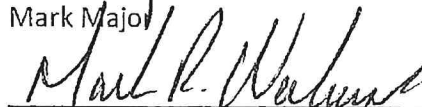
**BOARD OF SUPERVISORS OF
JACKSON TOWNSHIP**



Donald C. Kresge, Sr.

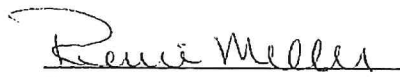


Mark Major



Mark Werkeiser

ATTEST:



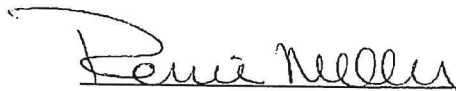
Secretary

(TOWNSHIP SEAL)

CERTIFICATION

I, Renee Miller, Secretary of Jackson Township, Monroe County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-03, which was adopted at a regular meeting of the Board of Supervisors of Jackson Township, held on January 6, 2020.

Date: 1/6/2020



Renee Miller, Secretary

JACKSON TOWNSHIP
Monroe County, Pennsylvania

Resolution No. 2019-04

A RESOLUTION OF THE TOWNSHIP OF JACKSON, MONROE COUNTY, PENNSYLVANIA, ESTABLISHING THE ANNUAL CRITERIA THAT A VOLUNTEER MUST MEET TO BE CERTIFIED UNDER THE TOWNSHIP OF JACKSON VOLUNTEER SERVICE CREDIT PROGRAM TO CLAIM LOCAL TAX CREDITS.

Background

A. Chapter 79A of Title 35 (Health and Safety) of the Pennsylvania Consolidated Statutes, Act of Nov. 21, 2016, P.L. 1509, No. 172, found at 35 Pa. C.S. § 79A03 et seq., entitled "Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Services Agencies," authorizes municipal governments to grant local tax credits to volunteers at volunteer fire companies and nonprofit emergency medical service agencies;

B. The Township of Jackson, by Ordinance No. 2018-101, which established a volunteer tax credit program in the Township and authorizes local tax credits for volunteer members of volunteer fire companies and nonprofit emergency medical service agencies;

C. Ordinance No. 2018-101 provides that the Board of Supervisors shall establish, by resolution, the annual criteria to qualify for tax credits under the volunteer service credit program.

NOW, THEREFORE, BE IT RESOLVED, that the following resolution is adopted:

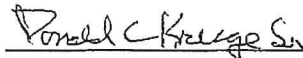
Volunteers at an eligible entity, as defined by Ordinance No. 2018-101, shall meet the following criteria during the eligibility period, as defined by Section 1 and Section 2.D of Ordinance No. 2018-101, to be eligible for certification under the volunteer service credit program:

A. A volunteer must be a member in good standing as defined in Section B below for the volunteer fire company or volunteer fire company auxiliary for which the individual is an active volunteer. Life members, who have been designated as such by the volunteer fire company or volunteer fire company auxiliary, shall automatically qualify for the credit.


B. For the 2018 tax year and every year thereafter, volunteers must:

- i. give a minimum of 35 hours of service at the volunteer fire company or volunteer fire company auxiliary at which the volunteer is an active volunteer during the eligibility period;
- ii. not owe any money to the fire company or auxiliary; and
- iii. be current on all dues.

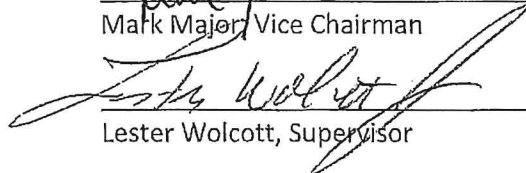
**BOARD OF SUPERVISORS OF
JACKSON TOWNSHIP**



Donald C. Kresge, Sr., Chairman

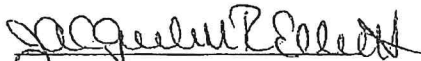


Mark Major, Vice Chairman



Lester Wolcott, Supervisor

ATTEST:



Secretary

(TOWNSHIP SEAL)

**JACKSON TOWNSHIP
MONROE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2018- 101

AN ORDINANCE OF THE TOWNSHIP OF JACKSON, MONROE COUNTY, PENNSYLVANIA, ESTABLISHING A VOLUNTEER SERVICE CREDIT PROGRAM; ESTABLISHING LOCAL TAX CREDITS FOR QUALIFIED VOLUNTEER MEMBERS OF VOLUNTEER FIRE COMPANIES AND NONPROFIT EMERGENCY MEDICAL SERVICE AGENCY; AND ESTABLISHING ADMINISTRATIVE PROCEDURES AND APPEALS.

WHEREAS, Section 1506 of the Second Class Township Code, Act of May 1, 1933, P .L. 103, No. 69, as amended by the Act of November 9, 1995, P .L. 350, No. 60, found at 53 P .S. § 66506, entitled "General Powers," authorizes the Board of Supervisors to make and adopt ordinances necessary for the proper management, care and control of the Township, and its finances and the maintenance of peace, good government, health and welfare of the Township and its citizens, trade, commerce and manufacturers; and

WHEREAS, Chapter 79A of Title 35 (Health and Safety) of the Pennsylvania Consolidated Statutes, Act of Nov. 21, 2016, P.L. 1509, No. 172, found at 35 Pa. C.S. § 79A03 et seq., entitled "Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Services Agencies," authorizes municipal governments to grant local tax credits to volunteers at volunteer fire companies and nonprofit emergency medical service agencies; and

WHEREAS, the Board of Supervisors of the Township of Jackson acknowledges the value and the absence of public cost for volunteer firefighters and nonprofit emergency medical services provided by active volunteers for the benefit of residents of the Township of Jackson; and

WHEREAS, the Board of Supervisors desires to encourage individuals to volunteer in a volunteer fire company or nonprofit emergency medical service agency that services the residents of the Township of Jackson; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Jackson Township, Monroe County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, to wit:

SECTION 1 - Definitions.

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise.

ACTIVE VOLUNTEER - A volunteer for a volunteer fire company or nonprofit emergency medical service agency listed under Section 2.C below who has complied with, and is certified under, the volunteer service credit program.

EARNED INCOME TAX - A tax on earned income and net profits levied under Chapter 3 of the act of December 31, 1965 (P.L. 1257, No. 511), known as the Local Tax Enabling Act.

ELIGIBILITY PERIOD - The timeframe when volunteers may earn credit under the volunteer service credit program.

EMERGENCY RESPONDER - A volunteer who responds to an emergency call with one of the entities listed under Section 2.C below.

EMERGENCY RESPONSE CALL - Any emergency call to which a volunteer responds, including travel directly from and to a volunteer's home, place of business or other place where he/she shall have been when the call was received.

QUALIFIED REAL PROPERTY - A residential real property owned and occupied as the domicile of an active volunteer.

VOLUNTEER - A member of a volunteer fire company or a nonprofit emergency medical service agency.

SECTION 2 - Volunteer service credit program.

A. Establishment. The Township of Jackson hereby establishes a volunteer service credit program. The goal of the program is to encourage membership and service in the community's volunteer fire companies and nonprofit emergency medical service agencies.

B. Program criteria. The Township of Jackson shall establish, by resolution, the annual criteria that must be met to qualify for credits under the program based on the following:

- (1) The number of emergency response calls to which a volunteer responds.
- (2) The level of training and participation in formal training and drills for a volunteer.
- (3) The total amount of time expended by a volunteer on administrative and other support services, including but not limited to:
 - (a) Fundraising
 - (b) Providing facility or equipment maintenance
 - (c) Financial bookkeeping

(d) The involvement in other events or projects that aid the financial viability, emergency response or operational readiness of a volunteer fire company or a nonprofit emergency medical service agency.

(e) The total number of years the volunteer has served.

C. Eligible entities. The volunteer service credit program is available to residents of the Township of Jackson who are volunteers of the following volunteer fire companies and nonprofit emergency medical service agencies that provide service to the Township of Jackson:

(1) Jackson Township Volunteer Fire Company.

(2) Jackson Township Volunteer Fire Company Auxiliary.

D. Eligibility period. A volunteer must meet the minimum criteria, set by resolution under this section, during the eligibility period to qualify for the tax credits established under Section 3 or Section 4 below. The eligibility period shall run from January 1 until November 1.

E. Recordkeeping.

(1) The chief of each volunteer fire company or the president of the fire company auxiliary listed under Section 2.C above shall keep specific records of each volunteer's activities in a service log to establish credits under the volunteer service credit program. Service logs shall be subject to review by:

(a) The Township of Jackson Board of Supervisors or the Board of Supervisors' designee,

(b) The State Fire Commissioner; and

(c) The State Auditor General.

(2) The chief, or president, shall annually transmit to the Township a notarized eligibility list of all volunteers that have met the minimum criteria for the volunteer service credit program. The notarized eligibility list shall be transmitted to the Secretary of the Township of Jackson no later than November 15 of each year. The chief or president shall post the notarized eligibility list in an accessible area of the volunteer agency's facilities.

F. Application. Volunteers who have met the minimum criteria of the volunteer service credit program shall sign and submit an application for certification to their chief or president. The chief or president shall sign the application if the volunteer has met the minimum criteria of the volunteer service credit program, and forward it to the Township Secretary. Applications shall not be accepted by the Township after April 1 of each year.

G. Municipal review. The Township Secretary shall review the applications for credit under the volunteer service credit program and shall cross-reference them with the notarized eligibility list. The Township Board of Supervisors shall approve all applicants that are on the notarized eligibility list. All applicants approved by the Township Board of Supervisors shall be issued a tax credit certificate by the Township Secretary.

H. Official tax credit register. The Township of Jackson shall keep an official tax credit register of all active volunteers who were issued tax credit certificates. The Township Secretary shall issue updates, as needed, of the official tax credit register to the following:

- (1) Board of Supervisors;
- (2) Chief of the volunteer fire company;
- (3) President of the volunteer fire company auxiliary;
- (4) Tax officer for the Township's tax collection district.

I. Injured volunteers.

(1) An emergency responder who is injured during an emergency response call may be eligible for future tax credits. The injury must have occurred while responding to, participating in, or returning from an emergency response call with one of the entities listed under Section 2.C above.

(2) An injured emergency responder shall provide documentation from a licensed physician with the application required under Section 2 above stating that their injury prevents them from performing duties to qualify as an active volunteer. In such a case, the injured emergency responder shall be deemed an active volunteer for that tax year.

(3) An injured emergency responder shall annually submit the application required under Section 2 above, along with updated documentation from a licensed physician stating that the injury still exists and prevents them from qualifying as an active volunteer. The injured emergency responder shall again be deemed an active volunteer for that tax year. An injured emergency responder shall only be deemed an active volunteer for a maximum of five consecutive tax years.

J. Eligibility. A volunteer's eligibility to receive a tax credit under this article shall be determined on an annual basis. Eligibility in a prior year does not, by itself, make the volunteer eligible in a subsequent year. Each year the volunteer must comply with the minimum criteria of the volunteer service credit program in order to be eligible for any tax credit associated with service in that year. Eligibility for tax credits shall begin with service in the calendar year 2018. Notwithstanding the foregoing, no eligibility for tax credits shall exist until the Township Board

of Supervisors has adopted a resolution establishing the minimum criteria of the volunteer service credit program.

SECTION 3 - Earned income tax credit.

A. Tax credit. Each active volunteer who has been certified under the Township's volunteer service credit program shall be eligible to receive a tax credit of up to \$250 of the earned income tax levied by the Township. When an active volunteer's earned income tax liability is less than the amount of the tax credit, the tax credit shall equal the individual's tax liability.

B. Claim. An active volunteer with a tax credit certificate may file a claim for the tax credit as to the volunteer's local earned income tax liability when filing a final return for the preceding calendar year with the Jackson Township Treasurer.

C. Rejection of tax credit claim.

(1) The Jackson Township Treasurer shall reject a claim for a tax credit if the taxpayer is not on the official tax credit register issued by the Township Secretary.

(2) If the Jackson Township Treasurer rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision pursuant to Section 5 below.

(3) Taxpayers shall have 30 days to appeal the decision of the Jackson Township Treasurer.

SECTION 4 - Real property tax credit.

A. Tax credit. Each active volunteer who has been certified under the Township's volunteer service credit program shall be eligible to receive a real property tax credit of 20% of the volunteer's Township real estate tax liability on qualified real property. If the tax is paid in the penalty period, the tax credit shall only apply to the base tax year liability. If qualified real property is owned by more than one active volunteer, each active volunteer who has been certified under the terms of the Township's volunteer service credit program shall be eligible to receive the 20% property tax credit.

B. Claim.

(1) An active volunteer with a tax credit certificate may file a claim for the tax credit on their qualified real property tax liability for the Township's real estate tax levy. The tax credit shall be administered as a refund by the Township Treasurer. An active volunteer shall file the following with the Township Secretary:

(a) A true and correct receipt from the municipal real estate tax collector of the paid municipal real property taxes for the tax year which the claim is being filed.

(b) The tax credit certificate.

(c) Photo identification.

(d) Documentation that the tax paid was for qualified real property as defined in this article.

(2) If the active volunteer provides all documents required under this subsection, the Township Treasurer shall issue the tax refund to the active volunteer.

C. Rejection of the tax credit claim.

(1) The Township Secretary shall reject the claim for a municipal real property tax credit if the taxpayer fails to provide the documents required under Section 2.B.1 above.

(2) If the Township Secretary rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision pursuant to Section 5 below.

(3) Taxpayers shall have 30 days to appeal the decision of the Township Secretary.

SECTION 5 - Appeals.

A. Earned income tax credit appeals.

(1) Any taxpayer aggrieved by a decision under Section 3 above shall have a right to appeal said decision.

(2) A taxpayer shall have 30 days to appeal a decision or rejection of claim.

(3) All appeals of decisions under Section 3 above shall follow the provisions of the Act of May 5, 1998, P.L. 301, No. 50, known as the Local Taxpayers Bill of Rights, and those procedures established by the Township of Jackson thereunder, or the regulations of the tax officer of the Monroe Tax Collection District, as applicable.

B. Real property tax credit appeals.

(1) Any taxpayer aggrieved by a decision under Section 4 above shall have a right to appeal said decision.

(2) A taxpayer shall have 30 days to appeal a decision or rejection of claim.

(3) All appeals under Section 4 above shall follow the provisions of 2 Pa.C.S.A. Chapter 5, Subchapter B (relating to practice and procedure of local agencies), and 2 Pa.C.S.A. Chapter 7, Subchapter B (relating to judicial review of local agency action), also known as the "Local Agency Law."

ENACTED and ORDAINED this 13th day of December, 2018.

JACKSON TOWNSHIP BOARD OF SUPERVISORS

Donald C. Kresge Sr.

Donald C. Kresge, Sr., Chair

Lester Wolcott

Lester Wolcott, Supervisor

Mark Major

Mark Major, Supervisor

ATTEST:

Josephine P. Seibert
Secretary

(TOWNSHIP SEAL)

IN RE:

**AN ORDINANCE OF THE TOWNSHIP OF JACKSON, MONROE COUNTY,
PENNSYLVANIA, ESTABLISHING A VOLUNTEER SERVICE CREDIT PROGRAM;
ESTABLISHING LOCAL TAX CREDITS FOR QUALIFIED VOLUNTEER MEMBERS OF
VOLUNTEER FIRE COMPANIES AND NONPROFIT EMERGENCY MEDICAL SERVICE
AGENCY; AND ESTABLISHING ADMINISTRATIVE PROCEDURES AND APPEALS.**

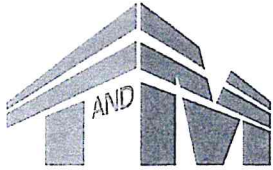
CERTIFICATION

I hereby certify that the attached Ordinance is a true and correct copy of an Ordinance enacted by the Board of Supervisors of Jackson Township, Monroe County, Pennsylvania, on the 13th day of December, 2018.

(TOWNSHIP SEAL)



Jacqueline Elliott, Secretary/Treasurer
Jackson Township Board of Supervisors
2162 Route 715
Reeders, PA 18352



YOUR GOALS. OUR MISSION.

June 3, 2024
(sent via email)

Mr. Patrick Briegel, Interim Manager
Pocono Township
112 Township Drive
Tannersville, PA 18372

Re: ROUTE 611 SIDEWALK IMPROVEMENTS – RECOMMENDATION FOR INSPECTION SERVICES

Dear Patrick:

At your request, I have reviewed the qualifications of three firms who have responded to your request to provide inspection services for the Route 611/Learn Road sidewalk Improvement Project. The three respondents were:

1. TPD – Traffic Planning & Design
2. Navarro & Wright Consulting Engineers
3. CDR | Maguire Engineering

All are pre-approved by PennDOT and therefore all are qualified to perform the inspections.

After reviewing each of the qual packages, I believe TPD demonstrated having experience on projects most like ours. TPD has recently worked on a private project on the Route 611 corridor and is therefore familiar with the Township goals for this area. Therefore, I recommend TPD be awarded the project inspection services.

T&M Associates

Jon S. Tresslar, P.L.S., P.E.
Regional Client Manager

Cc: Amy Montgomery, PE
Christie L. Barry, McCormick Taylor

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