



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

July 1, 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 Vice 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**

**Presentations –**

Promotions of Aaron Anglemyer to Detective, Raymond Kuehner to Corporal, and James Scott to Corporal (**Possible Action item**)

**Swearing in & Oath presented by the Honorable District Magistrate, Dan Kresge**

**Zoning Hearing Board Interviews –**

Blaine Fardella  
Matthew Lentz

**Hearings – None**

**Resolutions -**

- Resolution 2024-10 - MPMS 79473 – Agreement 05U414 (**Action Item**) Reimbursement agreement for the utility relocation work for Rt. 611/715 realignment.

- Resolution 2024-11 - MPMS 79473 – Agreement 05U461 **Action Item**) Agreement for PennDOT to absorb some utility easement from the township.
- Resolution 2024-13 - Brook Village Apartments Road Names **(Possible Action Item)**
- Resolution 2024-14 - Spirit of Swiftwater Conditional Approval **(Possible Action Item)** 30 Day extension received for review period. (7/29/24)
- Resolution 2024-15 – Plan Revision, The Ridge At Swiftwater Sewage Facilities Planning Module. **(Possible Action Item)**

### Consent Agenda

- Motion to approve a consent agenda of the following items:
  - Old business consisting of the minutes of the June 12, 2024 special meeting and the June 17, 2024 regular meeting.
  - Financial transactions through June 24, 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

#### 2. Travel/Training Authorizations

- Motion to authorize Jerrod Belvin, Township Manager and Krisann MacDougall, Township Assistant Secretary to attend the Secretary/Manager Summit with PSATS September 23<sup>rd</sup> & 24<sup>th</sup> in Lansdale, PA **(Possible Action Item)**

### Commissioner Comments

Richard Wielebinski – President

- Motion to approve Richard Wielebinski, Natasha Leap, Ellen Gmandt, Michael Velardi, Brian Winot, Jerrod Belvin, and Paola Razzaq as signers for all accounts in Citizens Bank, Essa Bank & Trust, Wayne Bank, First Keystone Community Bank, First Northern Bank & Trust, and PLGIT Trust. **(Action Item)**
- Motion to authorize the Vice President of the board to approve the MOU between Pocono Township and Monroe Career & Technical Institute for part-time police services for the 2024-25 school year at the rate of \$79.42/hr. **(Action Item)**

Natasha Leap – Vice President

- Discussion – 175 Laurel Lake Rd.

Ellen Gmandt – Commissioner

- Update – SBA Cell Tower
- Update – Solar Field
- Update - Kennel
- Nuisance Ordinance
- Special exception
- Regional zoning

Mike Velardi – Commissioner

- Motion to authorize solicitor to obtain an administrative order in order for public works to perform demolition **(Possible Action Item)**

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)**

- Motion to authorize Township Manager to sign AT-55.2 Drainage Maintenance Agreement A&B for Route’s 611/715 Realignment **(Action Item)**
- Update Emergency Management
- Update – Laurel Lake Dam – (Place Holder)
- Update Green Light Go – Motion to authorize Township Manager to sign the Green Light Go Change Order No. 2 – Time Extension **(Action Item)**
- Motion to consider and possibly accept the quote provided by IAC to provide an appraisal for insurance valuation purposes of the newly acquired property by the township. (NCC & Kenny’s Way) **(Action Item)**
- Motion to Approve the Pocono Townships Volunteer Fire Departments Fireworks permit application and Waive the fee. **(Action Item)**
- Park Board Update

**Public Works Report /Sewer Report (Patric Briegel)**

- Sewer Business Update
- Motion to have township manager sign annual agreement with Evoqua for 2025 Bioxide treatment in Pocono Township Sewage System **(Possible Action Item)**
- Update – Cobble Creek Drainage Project
- Update – Old Learn Farm parking access
- Current Public Works Projects
- Mountain View Park Updates
- TLC Park Updates
- Bioxide tank for pump station 5 **(Action Item)**

**Events Coordinator– (Jennifer Gambino)**

- June 27, 2024, we resumed our concerts in the park

**Township Engineer Report (Jon Tresslar)**

- Sewer Business Update
- Learn Road safety enhancement project and roundabout survey work
- Motion to award the TASA SR 611 sidewalk project to TPD **(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
- Motion to advertise for a public hearing regarding Lot 610 Williams Lane’s request for relief from the Storm Water Management Ordinance – **(Action Item)**
- Discussion authorize the Township Solicitor to advertise for the following two Ordinance Volunteer tax abatement.

- Motion to An amendment to the township property maintenance code which amends the penalty provision from a Civil action to a Summary Offense in order to bring the Township's Property Maintenance Ordinance into compliance with the First-Class Township Code. **(Action Item)**
- Paradise Water and Sewer service area update
- General legal update
- Update – Archer Lane
- ZHB Application - 127 Crescent Lake Road Variance
- Review of the Township current Fee Schedule – **(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**

# Blaine Fardella

Zoning Board Of Appeals/Possibly Board Of Commissioners

Bartonsville, Pennsylvania 18321

[REDACTED]

b.fardella2@gmail.com

## Pocono Township

Dear Hiring Manager,

I am writing to express my interest in the Zoning Board Of Appeals/Possibly Board Of Commissioners position at Pocono Township. With a career dedicated to fostering strong community relationships and substantial expertise in management and sales, I am eager to contribute to our local government and ensure the enrichment of our community while upholding cherished traditional values.

Over the past decade, I have honed my skills as a Sales Supervisor at FW Webb Distributors, where I led a team to achieve significant revenue growth through innovative customer and vendor relationship strategies. My role required a deep understanding of industry dynamics and the ability to manage complex logistical tasks, which I believe are directly applicable to the responsibilities of a board member.

My professional toolkit includes advanced proficiency in CRM programs, Microsoft Office, and GPS Fleet Management, alongside strategic skills in customer loyalty enhancement, project management, and logistical efficiency. These skills, combined with my strengths in analytical thinking, creativity, and industry knowledge, equip me to effectively support and advance the objectives of Pocono Township.

I am enthusiastic about the opportunity to bring my background in sales, management, and community engagement to Pocono Township. I am committed to leveraging my skills and experiences to contribute to the township's growth and the preservation of its values. I look forward to the possibility of discussing how I can contribute to your team.

Thank you for considering my application.

Blaine Fardella



# BLAINE FARDELLA

~~blainefardella@gmail.com~~ | ~~717-213-7101~~ | Bartonsville, Pennsylvania 18321 |  
WWW: <https://www.linkedin.com/in/blainefardella/>

## Summary

An experienced professional adept in overseeing daily sales activities to ensure positive customer experiences. Dedicated to bolstering and enhancing customer loyalty. A results-driven person with a zeal for perpetual learning and innovation. Recognized for utilizing analytical skills and creativity to address challenges and implement impactful solutions in dynamic settings.

## Skills

- Customer Relationship Management & Vendor Relationship Management
- HVAC & Plumbing Sales/Product Sales residential and commercial
- Ordering & Inventory Management
- Proficient in Excel, Outlook, Phocas, Various CRM programs, most Microsoft Office Suite applications,
- Mobile Dispatch, & GPS Fleet Management Systems.

## Experience

FW Webb Distributors | Allentown, PA  
**Sales Supervisor**  
03/2018 - Current

- Demonstrated exceptional sales abilities, consistently outperforming all colleagues since start.
- Provided oversight to a team of 12 sales staff while meeting individual sales targets.
- Attend various product and industry buying shows to stay up-to-date with industry standards and boost product sales.
- Managed day-to-day operations and supervised inventory, beyond sales.

Nauman Mechanical, | East Stroudsburg, PA  
**HVAC Service & Sales Manager,**  
10/2015 - 10/2018

- Delivered double digit revenue growth in the 1st year by spearheading internal sales initiatives and innovative tactics for the Service Department.
- Specializing in customer and vendor relations to ensure heightened levels of customer satisfaction and enhance company reputation, leading to numerous 5-star ratings on Google.
- Led a team of accomplished technicians responsible for HVAC service and equipment replacement.
- Successfully established productive vendor relationships to optimize pricing tiers, improve ordering processes, and ensure efficient inventory management for both in-house operations and mobile fleet.
- Supervised HVAC support personnel to optimize logistical efficiency, billing operations, client interactions, and dispatching.

FJ Hess & Sons/ Furino Fuels | Swiftwater, PA  
**HVAC & Plumbing Service & Sales Manager**  
07/2005 - 10/2016

- Enhanced sales productivity through strong internal and external relationship-building.
- Established and nurtured long-term connections with a variety of Commercial accounts.
- Spearhead Project Management by organizing product submittals, attending job meetings, and

handling all residential and commercial sales in the HVAC division.

- Enhanced sales strategies by incorporating feedback from technicians during diagnostic visits.
- Managed vendor relations for pricing, ordering, and inventory in my division.

Tilcon Construction, | Mount Hope, NJ

**Lead Plant Technician**

08/1995 - 07/2005

- Promoted to Lead Plant Tech/Operator by showcasing expertise in all aspects of design, testing, and production.
- Implemented design concepts, conducted rigorous testing procedures, and oversaw manufacturing processes for Bituminous Asphalt used in high-profile transportation undertakings.
- Spearheaded key initiatives involving New York Thru Way and Port Authority bridges and tunnels.
- Obtained Aggregate certification, Super Pave certification, and NJ Weights and Measures certification.

## Trainings

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- Completed manufacturer trainings on a wide variety of product lines including
  - o Forced hot air systems, Air quality systems, Hydronic wet heat, Radiant heat, Natural & LP Gas equipment, Low Voltage training, Air to Water Source Heat Pump, Geothermal Heat pump, etc.

## Activities and Honors

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- President, Tannersville Local Little League Charter (1999-2003)
- Statistician, Youth PME Wrestling Program (2001 – 2007)
- Founder & President, Youth Competitive Titans Travel Baseball Program (2002-2015)
- Chairman, PLLA Dam Committee (2023 – present)
- President, PLLA President (2023 – present)
- OESP Pocono/Lehigh Valley Charter (2020 – present)

## Certifications

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- NJ Weights & Measures, NJ aggregate testing, Superpave certified, Nate Certified, EPA universal Certificate,
- Certificate of Achievement by the QSC for Quality Service, Gastite Certified, Tracpipe Certified, Scissor Lift Certified, Forklift Certified in PA.

## Languages

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English:

Native/ Bilingual

# MATTHEW LENTZ

~~105 BreezeWood Drive~~ ♦ Scotrun, Pennsylvania 18355 ♦ Phone: ~~570.350.9277~~

Email: ~~m.lentz89@yahoo.com~~

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## SUMMARY

Knowledge, skills, and abilities include coordinating and managing personnel, interpersonal skills, communications skills, problem solving skills.

- Highly Motivated
- Experienced Manager
- Problem Solving
- Detailed Oriented
- Goal Oriented
- Team Player

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## PROFESSIONAL EXPERIENCE

### WALMART SUPPLY CHAIN – (RDC) – Tobyhanna, PA General Maintenance Technician

May 2015 – Present

- Completes work assignments and priorities in a timely manner.
- Complies with company policies, procedures, and standards of ethics and integrity.
- Complete work orders, records, logs and other written or computer-based documents according to established procedures.
- Ability to read and understand technical drawings to repair and maintain equipment.
- Performs preventative maintenance, troubleshooting, and repairs on lift trucks and material handling equipment.
- Performs preventative maintenance, troubleshooting, and repairs on pneumatic systems, hydraulic equipment, dock equipment, and electronic/electrical equipment.
- Utilizes Computerized Maintenance Management System(CMMS) to record work history, track parts usage and inventory, and identify warranties.

### Lentz Management Services - Walnutport, Pennsylvania Equipment installer/Planner

June 2012 – Present

- Installed and serviced restaurant equipment (ovens, ice machines, and refrigeration)
- Provided emergency repairs and routine preventative maintenance.
- Managed all aspects of restaurant remodels from planning to completion.
- Reviewed blueprints and created equipment and building supply edit lists.
- Performed repairs and maintenance to equipment in a timely, complete and cost-effective manner.
- Kept accurate inventory of shop tools, equipment, and materials.
- Frequently performed basic calculations (length, voltage, amps, etc.), communication verbally and in writing, detect, diagnose, inspect, interpret, measure, observe, prioritize, read, speak, summarize and use good judgment.
- Ability to work under time constraints in a fast-paced environment.
- Able to recognize areas of deficiencies and develop corrective action plans to improve results.



**GKL Subs Inc. - Stroudsburg, Pennsylvania**  
**General Manager**

**June 2009 – May 2015**

- SERV safe Certified.
- Managed the daily operations of high-volume restaurants.
- Conducted weekly and monthly inventories.
- Analyzed profit and loss statements to maximize profitability and reduce operating expenses where applicable.
- Monitored sales trends and projections to ensure proper staffing and supply needs were met.
- Conducted performance evaluations for employees and management.
- Attended regional advertising and owner/manager meetings and relayed the information to the staff through newsletters and monthly store meetings.
- Created and implemented marketing plans for the company as well as individual locations, which increased sales by 50%.
- Created and implemented companywide catering sales program.

**Altronics Security - Bethlehem, Pennsylvania**  
**Installer**

**June 2008 – July 2009**

- Installed and serviced burglary, fire, surveillance, and access control systems in residential, commercial, and industrial settings.
- Obtained security clearances for work projects at government facilities.
- Respond to service requests, diagnoses system malfunctions of burglar alarm systems and made adjustments, repairs or replaces the equipment in accordance with the manufacturer specifications.
- Test all installed/serviced equipment to ensure proper performance and compliance with manufacture/client requirements.
- Maintain accurate records of all work performed, materials used, expenses and communicate any problems encountered or identified with the burglar alarm systems.

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## **EDUCATION | CERTIFICATION | TECHNOLOGY**

- **NORTHAMPTON HIGH SCHOOL** – Pennsylvania, High School Diploma (June 2008)

- **WALMART Management Training Certifications/Courses:**

1. Back-up Yard Driver
2. S.I.R.T Team Member
3. Fire Brigade Member
4. Door Runner

- Proficient in WMS, YMS, and CMMS systems.
- Microsoft Office, Outlook, and Internet applications.

**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, 7<sup>th</sup> 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 Jay N. Murray 3/19/24 BY Rich Kiehl 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, 7<sup>th</sup> 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]

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. DOCUMENT  
AMOUNT \$0.00

BY \_\_\_\_\_  
Deputy Attorney General Date

BY \_\_\_\_\_  
N/A  
for Comptroller Operations Date

Prior Pre-approved Form:  
OGC No. 18-FA-61.2  
Appv'd OAG 10/27/2014  
Utility Relocation

## **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**

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

RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

Michael E. Gable <MGable@tandmassociates.com>

Fri 6/21/2024 11:31 AM

To: Patrick Briegel <pbriegel@poconopa.gov>

Cc: Jerrod Belvin <JBelvin@poconopa.gov>

That's the issue, its suppling the materials to raise three manholes, ie, three donut sections around 6" to 24" in size which I suspect we have sitting in the yard. But, final grades change final needs and means and methods are up to the contractor.... Labor costs are on Penn DOT, we just supply materials. So, the total cost will be less than 10K, but putting a final number on it is going to be very difficult.



**MICHAEL E. GABLE, PE**

CLIENT MANAGER

74 West Broad Street, Suite 300, Bethlehem, PA 18018

D 610.234.4237 M 610.234.4237

[MGABLE@TANDMASSOCIATES.COM](mailto:MGABLE@TANDMASSOCIATES.COM) | [TANDMASSOCIATES.COM](http://TANDMASSOCIATES.COM)

**From:** Patrick Briegel <pbriegel@poconopa.gov>

**Sent:** Friday, June 21, 2024 11:28 AM

**To:** Michael E. Gable <MGable@tandmassociates.com>

**Cc:** Jerrod Belvin <JBelvin@poconopa.gov>

**Subject:** Re: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

Mike,

Based on this reply It sounds like we, the Township are responsible. I wish the state did a better job of communicating this at the outset.

Can you put together a quick cost estimate so we can get this signed at next BOC meeting. I'll need it by Wednesday afternoon.

Kind Regards,

Patrick Briegel

Pocono Township

Director of Public Works

Office: [570.629.1922 ext 1217](tel:570.629.1922) Email: [pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)

---

**From:** Harchar, Jacob <jaharchar@pa.gov>

**Sent:** Friday, June 21, 2024 11:05:15 AM

**To:** Michael E. Gable <MGable@tandmassociates.com>

**Cc:** Patrick Briegel <pbriegel@poconopa.gov>

**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

The cost of the material and labor is less than \$20,000 due to the nature of this agreement. The township will not receive a billing for the costs of labor. I do not foresee the material cost exceeding \$10K but this is all up to the Township since it is their responsibility to source the material.

The attached is the rough estimate we are going off of. But the labor costs are the Departments responsibility.

The signature resolution is just to certify the signatures on the agreement. The township has already signed the agreement so these details should already be agreed upon.

Thanks,

**Jacob Harchar, EIT** | Civil Engineer – Acting District Utility Administrator  
PA Department of Transportation | Engineering District 5-0  
1002 Hamilton St. | Allentown, PA 18101  
Phone: 610.871.4438 | Fax: 610.871.4124  
[jaharchar@pa.gov](mailto:jaharchar@pa.gov) | [PennDOT Home \(pa.gov\)](http://PennDOT Home (pa.gov))

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**From:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Sent:** Friday, June 21, 2024 10:50 AM  
**To:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Cc:** pbriegel ([pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)) <[pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)>  
**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

It was tabled at the BOC Meeting Monday night, the Commissioners where looking for a cost for the work. Did you ever to a cost estimate on the manhole risers? I do not see the work being more than 10 K. Thoughts?



**MICHAEL E. GABLE, PE**  
CLIENT MANAGER

74 West Broad Street, Suite 300, Bethlehem, PA 18018  
D 610.234.4237 M 610.234.4237

[MGABLE@TANDMASSOCIATES.COM](mailto:MGABLE@TANDMASSOCIATES.COM) | [TANDMASSOCIATES.COM](http://TANDMASSOCIATES.COM)

**From:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Sent:** Friday, June 21, 2024 10:13 AM  
**To:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

The Agreement is ready to execute pending this item. Please advise

**From:** Harchar, Jacob  
**Sent:** Thursday, June 13, 2024 9:09 AM  
**To:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

Reminder email for Pocono Township Signature Resolutions

Thanks,

**Jacob Harchar, EIT** | Civil Engineer – Acting District Utility Administrator  
PA Department of Transportation | Engineering District 5-0



1002 Hamilton St. | Allentown, PA 18101  
Phone: 610.871.4438 | Fax: 610.871.4124  
[jaharchar@pa.gov](mailto:jaharchar@pa.gov) | [PennDOT Home \(pa.gov\)](http://PennDOT Home (pa.gov))

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**From:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Sent:** Thursday, May 30, 2024 2:01 PM  
**To:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Cc:** Amy R. Montgomery <[AMontgomery@tandmassociates.com](mailto:AMontgomery@tandmassociates.com)>; pbriegel ([pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)) <[pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)>; Jon S. Tresslar <[JTresslar@tandmassociates.com](mailto:JTresslar@tandmassociates.com)>; Lisa Pereira <[lisapereira@broughal-devito.com](mailto:lisapereira@broughal-devito.com)>  
**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

So, for clarity, the Township to provide materials for the for the Incorporated work, no other responsibility.

The work associated with the private easement being taken by Penn DOT is all paid by Penn DOT.



**MICHAEL E. GABLE, PE**  
CLIENT MANAGER

74 West Broad Street, Suite 300, Bethlehem, PA 18018  
D 610.234.4237 M 610.234.4237

[MGABLE@TANDMASSOCIATES.COM](mailto:MGABLE@TANDMASSOCIATES.COM) | [TANDMASSOCIATES.COM](http://TANDMASSOCIATES.COM)

**From:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Sent:** Thursday, May 30, 2024 1:59 PM  
**To:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Cc:** Amy R. Montgomery <[AMontgomery@tandmassociates.com](mailto:AMontgomery@tandmassociates.com)>; pbriegel ([pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)) <[pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)>; Jon S. Tresslar <[JTresslar@tandmassociates.com](mailto:JTresslar@tandmassociates.com)>; Lisa Pereira <[lisapereira@broughal-devito.com](mailto:lisapereira@broughal-devito.com)>  
**Subject:** RE: [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

There is no reimbursement on either agreement

05U414: Abbreviated Incorporated Work has no billing involved. The Township will supply the material to the contractor for installation

05U461: Private Status agreement is retaining the private property interest of the Township's overtaken easement

Thanks,

**Jacob Harchar, EIT** | Civil Engineer – Acting District Utility Administrator  
PA Department of Transportation | Engineering District 5-0  
1002 Hamilton St. | Allentown, PA 18101  
Phone: 610.871.4438 | Fax: 610.871.4124  
[jaharchar@pa.gov](mailto:jaharchar@pa.gov) | [PennDOT Home \(pa.gov\)](http://PennDOT Home (pa.gov))

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**From:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Sent:** Thursday, May 30, 2024 1:54 PM  
**To:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Cc:** Amy R. Montgomery <[AMontgomery@tandmassociates.com](mailto:AMontgomery@tandmassociates.com)>; pbriegel ([pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)) <[pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)>; Jon S. Tresslar <[JTresslar@tandmassociates.com](mailto:JTresslar@tandmassociates.com)>; Lisa Pereira <[lispereira@broughal-devito.com](mailto:lispereira@broughal-devito.com)>  
**Subject:** [External] RE: MPMS 79473 : Agreements 05U414 and 05U461

***ATTENTION:** This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing](#) button in Outlook.*

Do you have the reimbursement rate for the agreement?



**MICHAEL E. GABLE, PE**  
CLIENT MANAGER

74 West Broad Street, Suite 300, Bethlehem, PA 18018  
D 610.234.4237 M 610.234.4237

[MGABLE@TANDMASSOCIATES.COM](mailto:MGABLE@TANDMASSOCIATES.COM) | [TANDMASSOCIATES.COM](http://TANDMASSOCIATES.COM)

**From:** Harchar, Jacob <[jaharchar@pa.gov](mailto:jaharchar@pa.gov)>  
**Sent:** Wednesday, May 22, 2024 11:08 AM  
**To:** Michael E. Gable <[MGable@tandmassociates.com](mailto:MGable@tandmassociates.com)>  
**Cc:** Amy R. Montgomery <[AMontgomery@tandmassociates.com](mailto:AMontgomery@tandmassociates.com)>; pbriegel ([pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)) <[pbriegel@poconopa.gov](mailto:pbriegel@poconopa.gov)>; Jon S. Tresslar <[JTresslar@tandmassociates.com](mailto:JTresslar@tandmassociates.com)>  
**Subject:** MPMS 79473 : Agreements 05U414 and 05U461

All,

Signature Resolutions are required for both agreements 05U414 and 05U461 on project MPMS 79473 715/611 Intersection. Attached are both 05U414 (Abbreviated Incorporated Work) and 05U461 (Private Status) agreements in question.

Also attached is an email from with a Signature Resolution Example to aid the Township in drafting signature resolutions for the two agreements attached.

Any further questions, please give me a call. Thanks

**Jacob Harchar, EIT** | Acting District Utility Administrator  
PA Department of Transportation | Engineering District 5-0  
1002 Hamilton St. | Allentown, PA 18101  
Phone: 610.871.4438 | Fax: 610.871.4124  
[jaharchar@pa.gov](mailto:jaharchar@pa.gov) | [PennDOT Home \(pa.gov\)](http://PennDOT Home (pa.gov))

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**TOWNSHIP OF POCONO  
MONROE COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2024-13**

**A RESOLUTION ASSIGNING THE NAMES OF ROADS LOCATED IN THE  
BROOKVILLAGE APARTMENT DEVELOPMENT**

**WHEREAS**, the Pocono Township Code of Ordinances Chapter 371, Street Names and Addresses, Section 371-4 Street Names, states that “the Board of Commissioners shall have the sole authority to provide, for regulate and assign to all streets, roads and highways in the Township, and to change such names if deemed necessary to achieve the purposes of this chapter”; and

**WHEREAS**, the Board of Commissioners desires to assign names to those roads located in the BrookVillage Apartment development, which project was formerly known as “Brookdale on the Lake” and was approved by the then Pocono Township Board of Supervisors on July 21, 1981.

**NOW, THEREFORE**, the Board of Commissioners of the Township of Pocono hereby resolves that the following road names are assigned to the roads located in the BrookVillage Apartment development as shown on Exhibit “A” attached hereto and made a part hereof:

Boulder Drive  
BrookVillage Court  
Woodland Way  
Tower Drive

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

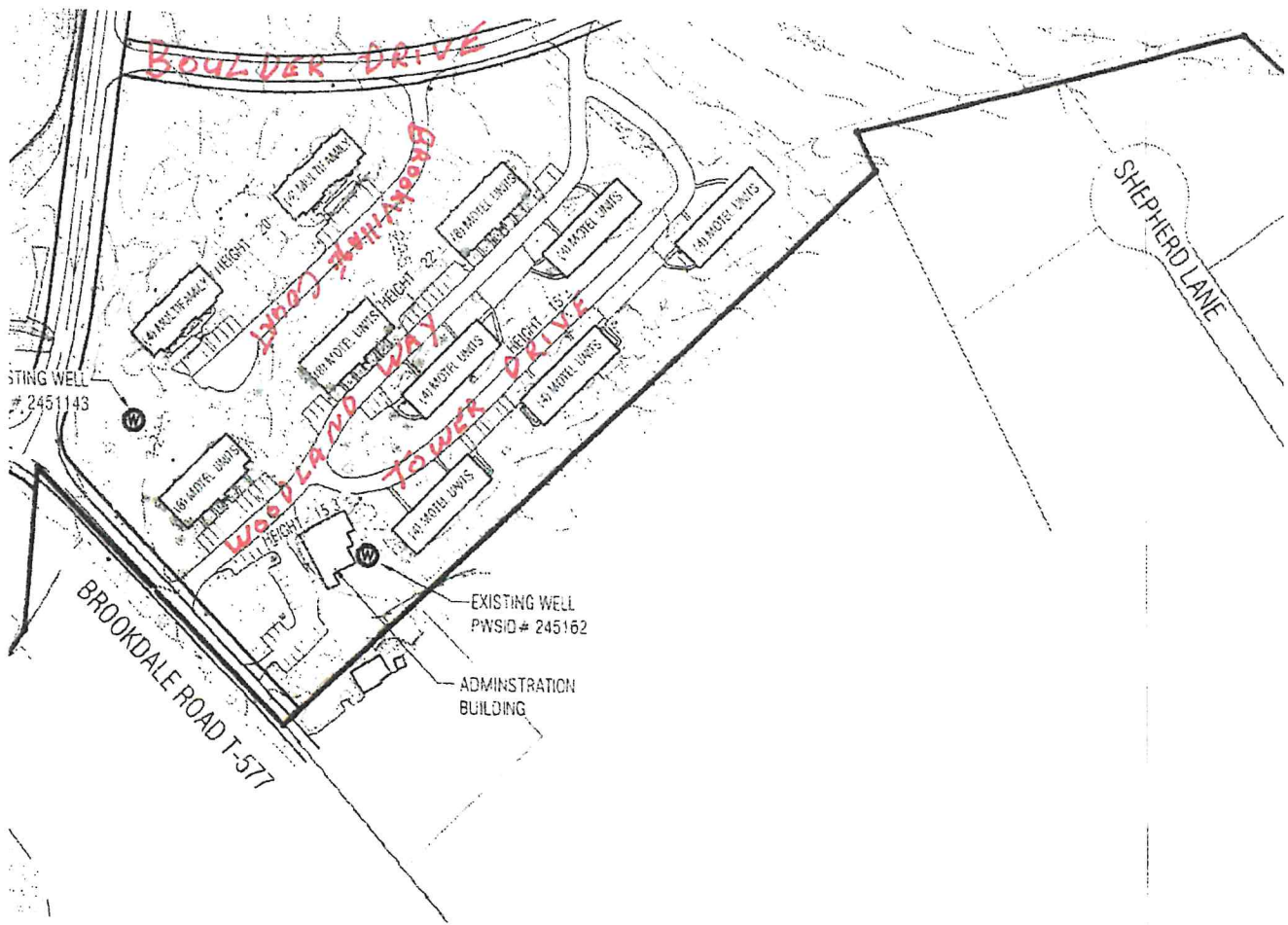
ATTEST:

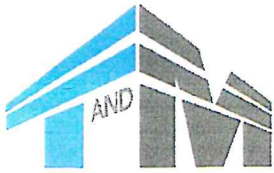
Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Jerrod Belvin  
Title: Township Manager

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

Exhibit "A"





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

G:\Projects\POCO\00158\Correspondence\InspectorRecommendation.docx

**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/Bioretenention 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/Bioretenention 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/Bioretenention 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.

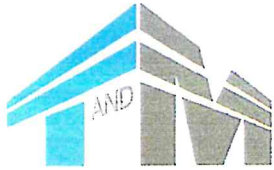
If you should have any questions regarding the above comments, please call me.

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

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Pocono  
(TOWNSHIP) (BOROUGH) (CITY), Monroe COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Trap Enterprises, LLC has proposed the development of a parcel of land identified as  
land developer

The Ridge at Swiftwater PRD, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). \_\_\_\_\_

**WHEREAS**, Pocono Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Pocono hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, Pocono Township  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 2024-15, adopted, \_\_\_\_\_, 20\_\_\_\_.

Municipal Address:

Pocono Township  
112 Township Drive  
Tannersville PA 18372  
Telephone 570-629-1922

Seal of  
Governing Body

June 12, 2024

**Pocono Township Board of Commissioners  
Special Meeting Minutes  
June 12, 2024 | 6:00 p.m.**

The Special meeting of the Pocono Township Board of Commissioners was held on June 12, 2024 and was opened by President Richard Wielebinski at 6:00 p.m. followed by the Pledge of Allegiance.

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

**In Attendance:** Patrick Briegel, Public Works Director; Lisa Pereira, Township Solicitor; Jon Tresslar, Engineer; Shawn McGlynn, SFM Consulting; James Wagner, Chief of Police; Jennifer Gambino, Admin Assistant, Jerrod Belvin, Township Manager.

**Announcements –**

R. Wielebinski, president of the board, read a statement prior to the beginning of the meeting regarding the purpose of the Ordinance.

**Public Comment**

Dawn Eilber – (Resident) Sky View Dr. addressed her concerns regarding items on the Ordinance. Feels that it's wrong to put restrictions on property owners of who they allow to shoot on their property. Issues with time frame and lack of warnings. Confiscation of guns is wrong.

Tim Coover – (Resident) Candlestick Lane, expressed that he has the same issues as previous resident's comments.

Anthony Casciano– (Resident) Stadden Rd. Time frame is an issue along with the previous resents concerns

Resident-questioned the right of the board to take away the rights of the residents due to issues with just a few. She suggested a nuisance ordinance instead of a gun ordinance.

Tim Eilber – (Resident Dial In) Sky View Dr. feels that the board is overstepping and should pull back a bit to address the issues regarding the residents who don't practice gun safety.

**Presentations -**

**Resolutions -**

**Consent Agenda**

**NEW BUSINESS** – None

**Commissioner Comments**

**Richard Wielebinski – President**

The Commissioners have a responsibility to fix the problem regarding the proposed ordinance. The conversation centered around the need for safe shooting practices, backstops and regulations to address noise and disturbance issues in residential areas. Noice related issues, including excessive shooting safety regulations and permitting requirements for shooting ranges in order to protect the residents and property of the township to ensure a safe and peaceful community. Discussion was held to include E. Gndt, J. Wagner, J. Belvin, B. Winot, M. Velardi, L. Pereira, N. Leap, S. McGlynn.

R. Wielebinski asked the solicitor to put together an ordinance based on the items addressed at this evening's meeting, distributed to the commissioners for review and then to be presented at a meeting possibly in July.

June 12, 2024

**Natasha Leap – Commissioner –**

**Ellen Gndt – Commissioner**

**Mike Velardi – Commissioner –**

**Reports**

**Zoning**

**Police Report –**

**Ambulance Report - None**

**Fire Report – None**

**Public Works and Manager Reports**

**Township Engineer Report**

**Township Solicitor Report**

**Public Comment**

A Resident asked if a decibel ordinance could be investigated. J. Belvin explained. J. Wagner went into further explanation.

Dan Coover – thanked the board for looking into these matters. R. Wielebinski reiterated that the township residents' safety is the main purpose of this evening's meeting.

**Adjournment**

R. Wielebinski made a motion, seconded by M. Velardi, to adjourn the meeting at:711 p.m. All in favor. Motion carried.



**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
June 17, 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 6:04 p.m. followed by the Pledge of Allegiance.

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

**In Attendance:** Patrick Briegel, Public Works Director; Leo DeVito, Township Solicitor; Amy Montgomery, Engineer; Lindsay Scerbo – via Zoom, 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. Stated her camera's are picking up the comings and goings on the road and to the Kennel. People are turning around in her driveway. She is questioning the transcripts vs actual activity at the property where the Kennel is located.

Karen Doleiden (Resident). Stated that both owners speed down the road. Concerned about an accident.

Betty Malone (Resident) Post Hill Rd residents need help regarding speed limit signs, drag racing on the road, accidents due to reckless driving. R. Wielebinski stated we would check the township records for speed limit designation.

Perry Christensen (Resident) expressed her view regarding a firearms ordinance and what was proposed by the board.

Cory Snell (Resident) expressed his view on a number of matters.

Heather Snell (Resident) is concerned about the firearms ordinance and the way it is written at this point.

Carl Soutr – (Resident) is concerned about the firearms ordinance but is not going to wait to see and hear the amended version.

Pete Bagley (Non-Resident) Questioned the reason for the firearms ordinance and the way it's being handled.

Biafra Jessica (Resident) – Questioned the Ordinance and its advertising.

Teresa Pesce – Advertising of meetings – Ordinance draft, what is advertised vs what took place needs clarification.

**Announcements**

- An executive session was held on May 12<sup>th</sup> and prior to this BOC meeting to discuss personnel and litigation matters.

**Presentations**

Pocono Mountain United Way for trails enhancement at Mountain View Park – Alessandra, Director of Research Development. Born learning trail – activity path for young children to encourage learning opportunities. TLC park is an option also for this type of outdoor activity.

Fountain Court Fire Loss – Attorney Jeff Durney – Genesis International is looking for guidance on the reconstruction of the site. Timing is an issue due to its non-conformity. They are asking for the board to consider an extension of time to submit the zoning permit application. L. DeVito stated there are two Options. A) submit a request for relief with the zoning hearing board or, B) submit application within one year basically to act as a place holder. The board doesn't have the authority to grant an extension due to this zoning condition.

### **Resolutions -**

Resolution 2024-10 – MPMS 79473 – Agreement 05U414 – E. Gnandt made a motion, seconded by R. Wielebinski to table the Resolution. All in favor. Motion Carried.

Resolution 2024-11 – MPMS 79473 – Agreement 05U461- E. Gnandt made a motion, seconded by R. Wielebinski to table the Resolution. All in favor. Motion Carried

Resolution 2024-13 – Spirit of Swiftwater Phase 2 Conditional Approval – R. Wielebinski made a motion, seconded by M. Velardi to deny Resolution 2024-13 for failure of the developer to comply with Pocono Township's open space requirements, as set forth in the SALDO Ordinance, unless the developer grants to Pocono Township an extension of time to act on its plan on or before June 28, 2024. All in favor. Motion carried.

### **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.

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

**NEW BUSINESS** – None

### **Commissioner Comments**

#### **Richard Wielebinski – President**

- R. Wielebinski made a motion, seconded by M. Velardi, to open the agenda to discuss Post Hill Rd Regarding Speed Signs. A review of the records is requested for the speed limit.
- R. Wielebinski made a motion, seconded by B. Winot, to authorize an engineering study to be done on Post Hill Rd. to determine the speed that should be posted according to the township and PennDOT regulations. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap to advertise the open position as an alternate with the Zoning Hearing Board on all platforms. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by N. Leap, to approve the nonprofit for Pocono J.A.M.'s waiver of fee for Pavilion #2 rental at Mountain View Park. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by E. Gnandt, to approve the Great Wolf Fireworks display application. All in favor. Motion carried.
- M. Velardi made a motion, seconded by N. Leap, to waive the zoning fee for the permit application for Our Lady of Victory church's banner over Route 611. All in favor. Motion Carried.
- R. Wielebinski made a motion, E. Gnandt, to approve the Trapasso Hotel Development construction escrow release in the amount of \$144,730.80. B. Winot abstained. All in favor. Motion carried.
- R. Wielebinski made a motion, seconded by M. Velardi, to approve the Manager's contract for Jerrod Belvin at a salary of \$130,000.00 per year, and make it retro-active to his first day on the

job 6/5/24. Discussion: E. Gndt stated the public has a right to know the amount of the salary. E. Gndt, Nay; All in favor. Motion carried.

### **Natasha Leap – Vice President**

- 440 Cherry Lane – L. Scerbo stated that the property owner requested an extension. Zoning is on board with filing a civil complaint. N. Leap asked for information on a timeline from initial notice. N. Leap made a motion, seconded by M. Velardi, to file a Civil Complaint against the owners of 440 Cherry Lane. E. Gndt asked how many days they have been given to comply. L. Scerbo stated (30) days. Further discussion was had. All in favor. Motion carried.
- 175 Laural Lake Rd. – N. Leap requested follow-up on the property as it is a civil matter in appeal. Due to a type “o” the process may need to be restarted. Zoning will be sending out a draft for review by the solicitor, prior to refileing.
- N. Leap made a motion, seconded by M. Velardi, to open the agenda to discuss the parks committee. All in favor. Motion carried.
- Park Committee for the township – discussion was held. L. DeVito outlined how this should be handled. It will be set up as an advisory board to start. N. Leap made a motion, seconded by M. Velardi to advertise for 5 positions, plus a commissioner liaison, as a recommending body to assist in the facilitation of township parks and recreation facilities. All in favor. Motion carried.

### **Ellen Gndt – Commissioner**

- SBA Cell Tower review – No new updates
- Ruby Lane - E. Gndt stated that the Kennel is up and running. L. Scerbo stated that they have an inspection scheduled for next week. Just waiting on two of the puppies to recuperate from being ill, prior to entering the home for inspection.
- Solar Field – A. Montgomery stated they had previously been cited by the Conservation District, which has been resolved and are currently working per the conservation districts specifications regarding ground cover prior to moving to the next phases.
- E Gndt stated that she received a complaint for Alger Avenue’s speed limit signs to go in both directions instead of just one.
- E. Gndt feels a nuisance ordinance all incumbency would address most of the neighborhood complaints instead of a firearms ordinance. Discussion was held. E. Gndt made a motion, seconded by R. Wielebinski, to open the agenda. All in favor. Motion carried.
- E. Gndt made a motion, seconded by R. Wielebinski to have L. DeVito, Solicitor, draft a nuisance ordinance encompassing the firearms points. All in favor. Motion carried.
- E. Gndt made a motion, seconded by N. Leap, to re-open the agenda. All in favor. Motion carried.
- E. Gndt made a motion, seconded by R. Wielebinski to rescind the motion to not allow a temporary C.O. permit, All in favor. Motion Carried.

### **Mike Velardi – Commissioner**

- Hemlock and Hemlock property – Mr. Fortune stated he hired a personal home inspector, and he determined that the property was safe. Zoning advised the property owner to seek legal counsel on the matter. The deadline to come into compliance is up on the 25<sup>th</sup> of this month and the manager and solicitor have been notified.

### **Brian Winot – Commissioner**

- B. Winot is working on a Sewage reservation fees project that he will eventually present to the board. B. Winot also asked what the potential use will be of the historic building the township just purchased. R. Wielebinski stated it is the intention to move the library and possible community center to that location.

## Reports

### **Zoning – (Lindsay Scerbo)**

- Wine Press Inn – After research into correspondence with the owner and Taylor Munoz, it confirms that he was in receipt of the notice and would be making the improvements to rectify the violations. Discussion was held on this matter with regard to reaching out vs civil action.
- We received a number of hearing applications, two of which were zoning variance requests & two public hearing requests.

### **Police Report – (Chief J. Wagner)**

- 1224 calls for service, 30 criminal arrests, 17 traffic arrests, 534 traffic contacts, and 34 motor vehicle accidents that were investigated for the month.
- New Hire situation, five applicants, three showed up for the written exam, one failed, two passed the physical agility test. The first round of oral interviews will be held June 25<sup>th</sup>.

### **Ambulance Report - None**

### **Fire Report – None**

### **Manager Report – (Jerrod Belvin)**

- 611,715 realignment resolutions have been tabled and was to go out for bid in July but has been pushed back.
- E. Gnant made a motion, seconded by M. Velardi, to authorize the Board of Commissioners president/ vice president to sign off on the PennDOT 611, 715 Traffic signal realignment plan. All in favor. Motion carried.
- Emergency Management update: A meeting was held last Wednesday regarding the county hazmat plan rewrite and is getting close to the public input aspect which will be open in August. They plan on attending a few of our concerts in the park and food truck events for input from the public.
- Latural Lake Dam – No update
- Green light go has now pushed back completion date from July to September 24, 2024.
- Senator browns Office has informed the township they are approved for the LSA grant for the new walking bridge at TLC park in the amount of \$225,000. A Thank you letter has been sent out.
- Volunteer issue - volunteer firemen. We have two options to assist. (1) waive the township tax. (2) give them the EIT rebate which would equal \$250/yr. as a max.
- R. Wielebinski made a motion, seconded by M. Velardi, to have the township manager and the township solicitor work with the Pocono Township Volunteer Fire Department 34 trustees to enact an ordinance to provide EIT and Real Estate Tax Credit for a volunteer service credit program. Discussion: J. Belvin explained the way it would work and has worked in other township's. C. Sayre commented that it could assist in getting more volunteers. All in favor. Motion carried.
- Pocono Township has completed the closing process on the old NCC complex as of June 6, 2024. J. Belvin will be meeting with Matthew McQuaide, Architect this week to discuss the new floor plans and first phase of construction.

### **Public Works**

- Discussion of the options for sewer service at the NCC location.
- Road crew update: continue to patch in driveways and replace driveway culverts. Demo of an Asphalt zipper, pre-con meeting being scheduled for road paving projects that are scheduled for July

8<sup>th</sup> and 15<sup>th</sup>. Asphalt projects to begin the middle of July and the Chip and Seal will be towards the end of the month, beginning of August. Both projects to be completed by the middle of August.

- MVP gate construction to start next week. This project should be completed within 2-3 weeks. Splash pad is being repaired. N. Leap asked about the gate functions and abilities. P. Briegel explained the process for now and the future. Discussion was held regarding fee's and future upkeep.
- R. Wielebinski asked about the paving and speed tables, discussion was held.

### **Township Engineer Report**

- Roundabout project is progressing, PPL will be coming up with a cost on moving the pole that is in the middle of the property. Jon will be doing some research on this matter.
- Sidewalk project – formatting the drawings into PennDOT standards to bid out.
- Bridge inspection issues are being addressed and a action plan is being worked on. Discussion was held.

### **Township Solicitor Report**

- General Sewer update: executive session was held discussing the primary sewer issues.
- The Hawthorne development is on hold at this time as per John Prevosnic
- Pocono places LLC continued to June 25<sup>th</sup> at 5 P.M.
- Johnson appeal – no new updates
- Archer Lane judgment was received. An engineer has been retained. Waiting on plans to address the drainage problem.

### **Public Comment**

(Resident) Expressed her gratitude to the township for the efforts putting together the concerts in the park and all the community events.

Cheryl Parks (Resident) – expressed her frustration regarding vehicles utilizing her driveway to turn around. Upset that Kennel residents use their front porch with the dogs and drive in and out of their property a number of times a day. Questioning the trash they are disposing of. She expressed her disappointment regarding the Ordinance. She is keeping photographic files on this property.

Tom Gallagher (Resident) – Thank you for what is being done for the fire department.

A question was asked by someone if something could be done regarding lights shining in windows.

Jim Pellegrini – asked if the recording would be posted on the website.

### **Adjournment**

R. Wielebinski made a motion, seconded by M. Velardi, to adjourn the meeting at 8:45 p.m. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, July 1, 2024

### SUMMARY

<b><u>Ratify</u></b>		
General Fund	\$	4,639.39
Payroll	\$	134,025.00
Sewer Operating	\$	4,537.56
Sewer Construction	\$	-
Capital Reserve	\$	-
<b><u>Bill List</u></b>		
TOTAL General Fund	\$	56,771.58
TOTAL Sewer <u>OPERATING</u> Fund	\$	59,785.16
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	419,161.00
Liquid Fuels	\$	-
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>678,919.69</b>
<hr/>		
<b>Fire Tax Disbursement</b>	<b>\$</b>	<b>-</b>
<hr/>		
<b><u>Budget Adjustments</u></b>		
General Fund		
Capital Reserve		
Liquid Fuels		
Sewer Operating	\$	-
<b><u>Budget Appropriations</u></b>		
<b><u>Budgetary Interfund Transfer</u></b>		
	\$	-
<b><u>Use of Grant Funds</u></b>		
<b><u>ARPA FUNDS TO CAPITAL RESERVE</u></b>		
Proj 2130153T TASA SR 611 Learn Rd Safety Enhance Proj & Roundabout	\$	1,194.50
<b>TOTAL CAP. RESERVE</b>	<b>\$</b>	<b>1,194.50</b>
<b><u>ARPA FUNDS TO GENERAL FUND</u></b>		
TRAISR	\$	733.33
TRAINING		
Sarcinello Planning & GIS Services		
<b>TOTAL GEN FUND</b>	<b>\$</b>	<b>733.33</b>
<b>Total ARPA Transfers</b>	<b>\$</b>	<b>1,927.83</b>

**Notes:**

**POCONO TOWNSHIP CHECK LISTING**  
**RATIFY**  
 Monday, July 1, 2024

**General Fund**

Date	TYPE	Vendor	Memo	Amount
06/28/2024	ACH		PAYROLL ENDING 06/23/2024	\$ 134,025.00
<b>TOTAL PAYROLL</b>				<b>\$ 134,025.00</b>

**General Expenditures**

Date	Check	Vendor	Memo	Amount
06/19/2024	1300	District Court 43-3-03	12.2.1.16 Cranberry Rd Civil	\$ 212.75
06/19/2024	1301	Elan Financial Services	AT&T FirstNet Inv 6416X05082024	\$ 1,113.39
06/20/2024	1302	District Court 43-3-03	12.2.1.1-1 440 Cherry Lane Road Civil	\$ 212.75
06/20/2024	1303	PPL Electric Utilities	TWP Lights	\$ 1,846.62
06/20/2024	1304	PPL Electric Utilities	TLC Lighting	\$ 451.88
06/24/2024	1305	Fun & Fancy Faces	6/27/24 Concert in the Park	\$ 200.00
06/24/2024	1306	Villani Rental Company	6/27/24 Slide Rentals	\$ 600.00
<b>TOTAL General Fund Bills</b>				<b>\$ 4,639.39</b>

**Sewer Operating Fund**

Date	Check	Vendor	Memo	Amount
06/14/2024	1073	Verizon	Sewer SCADA System	\$ 35.57
06/19/2024	1074	BLUE RIDGE COMMUNICATIONS	Pump Station 5 Phone	\$ 65.35
06/20/2024	1075	PPL Electric Utilities	Pump Stations Electric	\$ 3,785.34
06/20/2024	1076	Verizon Wireless	Sewer Modems	\$ 120.03
06/24/2024	1077	BLUE RIDGE COMMUNICATIONS	Pump Station 3 & 4Phone	\$ 130.70
06/24/2024	1078	MET-ED	Pump Station 4 Electric	\$ 400.57
<b>TOTAL Sewer Operating Fund</b>				<b>\$ 4,537.56</b>

**Sewer Construction Fund**

Date	Check	Vendor	Memo	Amount
<b>TOTAL Sewer Construction Fund</b>				<b>\$ -</b>

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount
<b>TOTAL Capital Reserve Fund</b>				<b>\$ -</b>

<b>TOTAL General Fund</b>	\$	138,664.39	
<b>TOTAL Sewer Operating</b>	\$	4,537.56	Authorized by:
<b>TOTAL Sewer Construction</b>	\$	-	
<b>Total Capital Reserve</b>	\$	-	Transferred by:
	<b>\$</b>	<b>143,201.95</b>	

## POCONO TOWNSHIP CHECK LISTING

### Monday, July 1, 2024

#### General Fund

Date	Check	Vendor	Memo	Amount
6/25/2024	1307	AFLAC	Supplemental Insurance	\$ 349.56
6/25/2024	1308	American Heritage Life Insurance Company	Supplemental Insurance	\$ 673.16
6/25/2024	1309	AMERICAN UNITED LIFE INSURANCE CO.	TWP STD & GTL	\$ 2,840.84
6/25/2024	1310	Best Auto Service Center	Police vehicle repairs	\$ 3,282.37
6/25/2024	1311	Brand, Andrew	Pest Mgmt Course & Exam Fee Reimb	\$ 80.00
6/25/2024	1312	Central Square Technologies	Metro Alert Software Maint Fee 8/15/24 - 8/14/25	\$ 3,539.55
6/25/2024	1313	Cyphers Truck Parts	PW truck parts	\$ 41.80
6/25/2024	1314	Delaware Valley Retirement, Inc.	Amendment Fee for Trustee Change 457 Plan	\$ 250.00
6/25/2024	1315	Eureka Stone Quarry, Inc.	Road materials	\$ 3,941.58
6/25/2024	1316	Gotta Go Potties, Inc	TLC MVP 5/19-6/21/24 Rental	\$ 470.00
6/25/2024	1317	J. P. Mascaro & Sons	TWP Waste Removal June 2024	\$ 399.50
6/25/2024	1318	J. P. Mascaro & Sons	MVP Waste Removal June 2024	\$ 235.65
6/25/2024	1319	JDM Consultants, LLC	June 2024 Grant Writing Services	\$ 3,500.00
6/25/2024	1320	Monroe County Conservation District	7/18/2024 TLC - What Lives in the Water	\$ 75.00
6/25/2024	1321	Mountain Road Feed Store	Straw	\$ 173.00
6/25/2024	1322	Nationwide - 457	EE & ER Contribution	\$ 4,514.05
6/25/2024	1323	P & D Emergency Services	Body Camera Chargers 5ea	\$ 1,573.75
6/25/2024	1324	Pocono Farmstand & Nursery	Plants; Soil; Osmocote; Grass	\$ 212.03
6/25/2024	1325	Razzaq, Paola	6/11-17/2024 ICMA TRAINING	\$ 214.40
6/25/2024	1326	Robert B. Turnbull, Jr.	5/5/24 Tree Maintenance	\$ 3,300.00
6/25/2024	1327	SFM Consulting LLC	May 2024 Zoning & Building Code Services	\$ 16,227.29
6/25/2024	1328	Sparkle Car Wash	May 2024 Police Car Washes	\$ 30.11
6/25/2024	1329	Strand Pool Supply LLP	May 2024 Service Fee	\$ 20.00
6/25/2024	1330	Stroudsburg Electric Motor Service	Redlithium High Output XC6.0 Battery 1ea	\$ 279.99
6/25/2024	1331	Suburban Testing Labs	SDWA Seasonal Apr-Nov Monthly 705	\$ 601.00
6/25/2024	1332	T&M Associates	Engineering services	\$ 4,193.97
6/25/2024	1333	The Pennsylvania State University	Police training	\$ 814.00
6/25/2024	1334	The Pennsylvania State University	Police training	\$ 814.00
6/25/2024	1335	TRAISSR, LLC	Monthly SaaS May 2024	\$ 733.33



6/25/2024

6/25/2024	1336	UNIFIRST Corporation	TWP Mats	\$	82.12
6/25/2024	1337	United States Treasury	PCOR Q2 2024 Tannersville PA	\$	222.18
6/25/2024	1338	W F Welliver & Son Inc	Ferris Mower Repair	\$	442.98
6/25/2024	1339	World Fuel Services, Inc.	Vehicle fuel	\$	2,644.37
				<b>TOTAL GENERAL FUND</b>	<b>\$56,771.58</b>

**Sewer Operating**

Date	Check	Vendor	Memo	Amount	
6/25/2024	1079	BRODHEAD CREEK REGIONAL AUTHORITY	Evoqua Inv 906484017	\$ 7,781.18	
6/25/2024	1080	J P Mascaro & Sons	Pump Station 5 Waste Removal June 2024	\$ 272.95	
6/25/2024	1081	PENNDOT	25% Incorporated Sanitary Sewer Work	\$ 26,068.22	
6/25/2024	1082	Pocono Township	Admin Serv & Overhead May 2024	\$ 17,682.85	
6/25/2024	1083	T & M ASSOCIATES	Engineering services	\$ 7,613.29	
6/25/2024	1084	TRAISR	Monthly SaaS May 2024	\$ 366.67	
				<b>TOTAL Sewer Operating</b>	<b>\$59,785.16</b>

**Sewer Construction Fund**

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

**Capital Reserve Fund**

Date	Check	Vendor	Memo	Amount	
6/25/2024	1025	FNB EQUIPMENT FINANCE	8896-014 Caterpillar Backhoe Loader	\$ 33,840.92	
6/25/2024	1026	Keystone Sealcoating of NEPA	MVP Pickleball Court	\$ 45,000.00	
6/25/2024	1027	T&M Associates	Proj POCO00152 Learn Rd Roundabout Safety Enhancements	\$ 1,194.50	
6/25/2024	1028	Telco, Inc.	Pay App 2 & 3 2024 GLG Adaptive Signal Control Project	\$ 339,125.58	
				<b>TOTAL Capital Reserve Fund</b>	<b>\$419,161.00</b>

**Liquid Fuels**

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



**General Fund**  
**Balance Sheet**  
As of December 31, 2023

	<u>Dec 31, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.005 · 1NORTHERN BANK GF DISB	62,413.20
100.004 · GENERAL FUND DISBURSEMENT	12,031.38
100.000 · General Fund Cash	173,784.89
100.006 · PLGIT GENERAL FUND	8,592,666.17
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	5,393.61
100.007 · PLGIT OPEN SPACE	66,466.46
<b>Total Checking/Savings</b>	<u>8,914,406.03</u>
<b>Other Current Assets</b>	
140.300 · Taxes Receivable	8,195.11
145.100 · Accounts Receivable Adjustments	31,547.52
<b>Total Other Current Assets</b>	<u>39,742.63</u>
<b>Total Current Assets</b>	<u>8,954,148.66</u>
<b>Other Assets</b>	
155.000 · Prepaid Expenses	3,322.13
155.100 · Prepaid Insurance	13,261.00
<b>Total Other Assets</b>	<u>16,583.13</u>
<b>TOTAL ASSETS</b>	<u><b>8,970,731.79</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	12,500.74
<b>Equity</b>	
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
<b>Net Income</b>	<u>2,935,204.71</u>
<b>Total Equity</b>	<u>8,958,231.05</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>8,970,731.79</b></u>

6/25/2024

## Operating Reserve Fund Balance Sheet

	<u>Dec 31, 24</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.001 · ESSA Capital Reserve Account	3,540.16
100.006 · PLGIT CAPITAL RESERVE	1,372,692.12
100.103 · MC CONS. DIST. GRANT LOW VOLUME	24,538.90
100.105 · WAYNE LOAN PROCEEDS 20242	1,081.30
Total Checking/Savings	<u>1,401,852.48</u>
Total Current Assets	<u>1,401,852.48</u>
<b>TOTAL ASSETS</b>	<u><u>1,401,852.48</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
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	293,263.80
Total Equity	<u>877,832.64</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,401,852.48</u></u>

6/25/2024

## SEWER OPERATING BALANCE SHEET

	<u>Dec 31, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.005 · 1NORTHERN BANK	129,216.60
100.006 · PLGIT SEWER OPERATIONS	4,386,428.74
<b>Total Checking/Savings</b>	<u>4,515,645.34</u>
<b>Other Current Assets</b>	
120.100 · A/R Sewer Usage Charges	-49,522.14
<b>Total Other Current Assets</b>	<u>-49,522.14</u>
<b>Total Current Assets</b>	<u>4,466,123.20</u>
<b>TOTAL ASSETS</b>	<u><u>4,466,123.20</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
200.100 · Accounts Payable Adjustments	14,753.25
<b>Total Other Current Liabilities</b>	<u>14,753.25</u>
<b>Total Current Liabilities</b>	<u>14,753.25</u>
<b>Total Liabilities</b>	<u>14,753.25</u>
<b>Equity</b>	
299.000 · Fund Balance	4,079,011.91
Net Income	372,358.04
<b>Total Equity</b>	<u>4,451,369.95</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>4,466,123.20</u></u>

6/25/2024

**SEWER CONSTRUCTION**  
**BALANCE SHEET**  
as of December 31, 2023

	<u>Dec 31, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
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
<b>Total Checking/Savings</b>	<u>2,700,054.02</u>
<b>Total Current Assets</b>	<u>2,700,054.02</u>
<b>TOTAL ASSETS</b>	<u><u>2,700,054.02</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
299.000 · Fund Balance	2,733,284.94
Net Income	-33,230.92
<b>Total Equity</b>	<u>2,700,054.02</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,700,054.02</u></u>

6/25/2024

**ARPA FUND  
Balance Sheet**

	<u>Dec 31, 24</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100.002 · PLGIT ARPA	749,002.22
Total Checking/Savings	<u>749,002.22</u>
Total Current Assets	<u>749,002.22</u>
<b>TOTAL ASSETS</b>	<u><u>749,002.22</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
32000 · Retained Earnings	787,315.33
Net Income	<u>-38,313.11</u>
Total Equity	<u>749,002.22</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>749,002.22</u></u>

## GENERAL FUND BUDGET vs. ACTUAL

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
301.100 · Real Estate Taxes - Current	4,302,403.19	4,599,009.34	-296,606.15	93.55%
301.102 · Specialty Taxes	120,715.52	800,000.00	-679,284.48	15.09%
310.200 · Earned Income Taxes	1,019,379.21	1,600,000.00	-580,620.79	63.71%
<b>Taxes Other</b>				
301.200 · Real Estate Taxes - Delinquent	61,788.51	100,000.00	-38,211.49	61.79%
301.300 · Returned Taxes - Upset Sale	0.00	2,000.00	-2,000.00	0.0%
310.100 · Real Estate Transfer Taxes	148,556.77	275,000.00	-126,443.23	54.02%
310.500 · Local Services Taxes	196,079.47	370,000.00	-173,920.53	52.99%
<b>Total Taxes Other</b>	<b>406,424.75</b>	<b>747,000.00</b>	<b>-340,575.25</b>	<b>54.41%</b>
<b>Licenses, permits and fees</b>				
321.800 · Cable TV Franchise Fees	35,068.30	200,000.00	-164,931.70	17.53%
322.100 · Application fees	0.00	100.00	-100.00	0.0%
<b>Total Licenses, permits and fees</b>	<b>35,068.30</b>	<b>200,100.00</b>	<b>-165,031.70</b>	<b>17.53%</b>
<b>Fines and Forfeits</b>				
331.100 · Court Fines - District Magistra	17,674.31	50,000.00	-32,325.69	35.35%
331.110 · Motor Vehicle Code Violations	2,201.67	15,000.00	-12,798.33	14.68%
331.200 · Ordinance Violations	8,734.25			
<b>Total Fines and Forfeits</b>	<b>28,610.23</b>	<b>65,000.00</b>	<b>-36,389.77</b>	<b>44.02%</b>
341.010 · Interest on Investments	105,954.99	30,000.00	75,954.99	353.18%
<b>Other State Grants</b>				
354.100 · Police Grants	3,136.45	4,000.00	-863.55	78.41%
354.101 · PCCD GRANT POLICE	11,535.10	11,535.00	0.10	100.0%
354.102 · COP GRANT	31,433.88	83,333.33	-51,899.45	37.72%
355.010 · Public Utility Realty Tax	0.00	5,500.00	-5,500.00	0.0%
355.040 · Alcoholic Beverage Licenses	1,950.00	4,000.00	-2,050.00	48.75%
355.050 · Pension System State Aid	0.00	250,000.00	-250,000.00	0.0%
355.070 · Foreign Fire Insurance	0.00	88,000.00	-88,000.00	0.0%
356.100 · State Payments in Lieu of Taxes	0.00	400.00	-400.00	0.0%
<b>Total Other State Grants</b>	<b>48,055.43</b>	<b>446,768.33</b>	<b>-398,712.90</b>	<b>10.76%</b>
351.140 · ARP FEDERAL FUND	18,031.06	82,750.00	-64,718.94	21.79%
<b>Police Services &amp; OT Reim.</b>				
362.101 · Reimbursement Police overtime	5,092.41	15,000.00	-9,907.59	33.95%
362.100 · Police Services	15,010.38	10,000.00	5,010.38	150.1%
<b>Total Police Services &amp; OT Reim.</b>	<b>20,102.79</b>	<b>25,000.00</b>	<b>-4,897.21</b>	<b>80.41%</b>
<b>Building Permits</b>				
362.410 · Building Permits	1,043,121.72	1,068,973.00	-25,851.28	97.58%
<b>Total Building Permits</b>	<b>1,043,121.72</b>	<b>1,068,973.00</b>	<b>-25,851.28</b>	<b>97.58%</b>
<b>Charges for Services</b>				
361.100 · Escrow Administration Fees	0.00	0.00	0.00	0.0%
361.101 · Sewer Admin. Services	106,097.10	212,194.18	-106,097.08	50.0%
361.310 · Subdivision, Land Develop Fees	6,000.00	5,000.00	1,000.00	120.0%
361.330 · Zoning Hearing Board Fees	10,300.00	4,000.00	6,300.00	257.5%
361.340 · Cond Use, Curative PRD Fees	0.00	750.00	-750.00	0.0%
361.700 · Reproduction of Records	781.00	50.00	731.00	1,562.0%
362.110 · Sale of Police Reports	1,620.00	4,000.00	-2,380.00	40.5%
362.130 · Security Alarm Fees	20.00	100.00	-80.00	20.0%
362.300 · Zoning Permits	533,605.00	50,000.00	483,605.00	1,067.21%
362.301 · GRADING PERMITS	2,000.00	4,000.00	-2,000.00	50.0%



## GENERAL FUND BUDGET vs. ACTUAL

362.440 · Sewer System Permits	8,850.00	20,000.00	-11,150.00	44.25%
362.450 · Use & Occupancy Permits	750.00	2,500.00	-1,750.00	30.0%
362.475 · Well Permits	300.00	1,500.00	-1,200.00	20.0%
362.480 · Pool Permits	0.00	100.00	-100.00	0.0%
362.485 · Sign Permits	0.00	3,000.00	-3,000.00	0.0%
362.491 · Fireworks Permits	0.00	200.00	-200.00	0.0%
362.493 · TRANSIENT DWELLING	9,000.00	20,000.00	-11,000.00	45.0%
362.495 · UCC Fees	387.00	800.00	-413.00	48.38%
362.600 · Miscellaneous Permits	1,400.00	500.00	900.00	280.0%
363.500 · Public Works Services	6,052.00	12,500.00	-6,448.00	48.42%
<b>Total Charges for Services</b>	<b>687,162.10</b>	<b>341,194.18</b>	<b>345,967.92</b>	<b>201.4%</b>
367.140 · Pavilion Rental Fees	16,093.00	20,000.00	-3,907.00	80.47%
367.180 · Heritage Center Rental Fees	20.00	100.00	-80.00	20.0%
367.200 · Recreation Prog. Services	1,245.00	2,400.00	-1,155.00	51.88%
<b>Other Operating Revenue</b>				
387.100 · Contributions and Donations	46,511.00	45,000.00	1,511.00	103.36%
387.200 · Fees in Lieu of Improvements	1,218.00	2,000.00	-782.00	60.9%
<b>Total Other Operating Revenue</b>	<b>47,729.00</b>	<b>47,000.00</b>	<b>729.00</b>	<b>101.55%</b>
<b>Other Financing Sources</b>				
391.100 · Sale of Surplus Property	2,713.33	5,000.00	-2,286.67	54.27%
395.000 · Refunds of Prior Year Expenses	130,624.52	150,000.00	-19,375.48	87.08%
395.001 · EE Portion Health Ins.	13,395.31	22,000.00	-8,604.69	60.89%
<b>Total Other Financing Sources</b>	<b>146,733.16</b>	<b>177,000.00</b>	<b>-30,266.84</b>	<b>82.9%</b>
392.900 · Transfer from Fund Balance	0.00	707,636.25	-707,636.25	0.0%
<b>Total Income</b>	<b>8,046,849.45</b>	<b>10,959,931.10</b>	<b>-2,913,081.65</b>	<b>73.42%</b>
<b>Gross Profit</b>	<b>8,046,849.45</b>	<b>10,959,931.10</b>	<b>-2,913,081.65</b>	<b>73.42%</b>
<b>Expense</b>				
<b>General Government</b>				
400.110 · Salary & Wages - Legislative	6,812.50	27,250.00	-20,437.50	25.0%
400.192 · Legislative SSI Tax	521.16	2,084.63	-1,563.47	25.0%
400.260 · Minor Equipment	94.10	1,000.00	-905.90	9.41%
400.420 · Dues, Subscriptions & Membershi	549.00	1,500.00	-951.00	36.6%
400.460 · Legislaive -Meetings & Training	2,206.99	3,000.00	-793.01	73.57%
400.540 · Legislative - Donations	100.00	1,000.00	-900.00	10.0%
401.110 · Admin Salaries & Wages	60,012.50	130,000.00	-69,987.50	46.16%
401.192 · Admin SSI Taxes	4,564.57	9,945.00	-5,380.43	45.9%
401.196 · Admin Health Insurance	14,799.44	29,700.00	-14,900.56	49.83%
401.198 · Non-Uniformed Pension Plan	3,382.67	11,700.00	-8,317.33	28.91%
401.199 · Admin Life and Disability Ins	273.29	1,044.00	-770.71	26.18%
401.200 · Administration Allowances	1,730.28	2,000.00	-269.72	86.51%
401.220 · Admin Operating Supplies	0.00	500.00	-500.00	0.0%
401.231 · ADMIN VEHICLE GASOLINE	163.02	4,160.00	-3,996.98	3.92%
401.235 · ADMIN VEHICLE REPAIRS & MAINT.	90.00	1,000.00	-910.00	9.0%
401.260 · Admin Minor Equipment	309.88	1,500.00	-1,190.12	20.66%
401.420 · Admin Dues, Subscriptions & Mem	1,965.83	4,000.00	-2,034.17	49.15%
401.460 · Admin Meetings & Training	5,522.91	20,000.00	-14,477.09	27.62%
402.110 · Fin Admin Salaries & Wages	37,761.61	85,000.00	-47,238.39	44.43%
402.192 · Fin Admin SSI Taxes	2,824.73	6,502.50	-3,677.77	43.44%
402.196 · Fin Admin Health Insurance	17,256.05	29,700.00	-12,443.95	58.1%
402.198 · Fin Admin Non-Uni Pension Plan	3,219.22	7,650.00	-4,430.78	42.08%
402.199 · Fin Admin Life & Disability Ins	604.10	1,044.00	-439.90	57.86%

## GENERAL FUND BUDGET vs. ACTUAL

402.310 · Fin Admin Professional Svcs	659.00	25,500.00	-24,841.00	2.58%
402.420 · Fin Admin Dues, Subscriptions	0.00	0.00	0.00	0.0%
403.110 · Tax Collection Salaries & Wages	4,615.44	10,000.00	-5,384.56	46.15%
403.192 · Tax Collection SSI Taxes	353.04	765.00	-411.96	46.15%
403.199 · Tax Collection Bond Ins	0.00	2,000.00	-2,000.00	0.0%
403.215 · Tax Collection Postage	2,139.72	2,900.00	-760.28	73.78%
403.220 · Tax Collection Operating Supply	1,324.60	1,600.00	-275.40	82.79%
403.310 · Tax Collection Professional Srv	19,965.71	35,000.00	-15,034.29	57.05%
404.310 · Township Solicitor	29,565.14	56,925.00	-27,359.86	51.94%
404.314 · Legal Services Special Counsel	0.00	15,000.00	-15,000.00	0.0%
405.110 · Secretary Salaries & Wages	76,601.92	174,824.00	-98,222.08	43.82%
405.120 · Secretary OT	2,159.73	7,000.00	-4,840.27	30.85%
405.179 · Secretary Longevity	600.00	600.00	0.00	100.0%
405.192 · Secretary SSI Taxes	6,165.86	13,955.44	-7,789.58	44.18%
405.196 · Secretary Insurance	31,773.91	54,500.00	-22,726.09	58.3%
405.198 · Secretary Non-Uni Pension Plan	6,947.14	16,418.16	-9,471.02	42.31%
405.199 · Secretary Life & Disability Ins	1,500.10	3,132.00	-1,631.90	47.9%
406.215 · Gen Govt Postage	2,756.62	3,700.00	-943.38	74.5%
406.220 · Gen Govt Operation Supplies	904.95	7,000.00	-6,095.05	12.93%
406.310 · Gen Govt Professional Svcs	6,281.18	54,800.00	-48,518.82	11.46%
406.320 · Gen Govt Communications	6,269.38	11,000.00	-4,730.62	56.99%
406.340 · Gen Govt Advertising & Printing	2,341.33	11,500.00	-9,158.67	20.36%
406.374 · Gen Govt Office Equipment Maint	0.00	500.00	-500.00	0.0%
406.384 · Gen Govt Equipment Leases	238.00	4,000.00	-3,762.00	5.95%
407.252 · Computer Parts & Supplies	124.99	1,000.00	-875.01	12.5%
407.260 · Technology Minor Equipment	0.00	2,000.00	-2,000.00	0.0%
407.421 · Gen Gov. SAS Subscriptions	5,699.54	54,809.21	-49,109.67	10.4%
407.450 · Contracted Services	39,967.30	76,361.84	-36,394.54	52.34%
407.451 · GEN GOV IT CONTRACTED SERVICES	8,578.00	24,000.00	-15,422.00	35.74%
408.310 · Township Engineer	24,908.74	80,000.00	-55,091.26	31.14%
409.220 · Building Operating Supplies	3,339.83	6,000.00	-2,660.17	55.66%
409.260 · New Building Maint Minor Equip.	0.00	4,000.00	-4,000.00	0.0%
409.360 · Building Utilities	16,637.67	35,000.00	-18,362.33	47.54%
409.361 · New Building Utilities & Maint.	0.00	96,000.00	-96,000.00	0.0%
409.373 · Building Maint & Repairs	5,261.82	17,000.00	-11,738.18	30.95%
409.374 · New Bld. Cntrct. Janitor Serv.	0.00	95,000.00	-95,000.00	0.0%
409.450 · Building Contracted Services	3,752.46	6,000.00	-2,247.54	62.54%
<b>Total General Government</b>	<b>476,196.97</b>	<b>1,391,070.78</b>	<b>-914,873.81</b>	<b>34.23%</b>
<b>Public Safety</b>				
410.384 · POLICE EQUIPMENT LEASES	138.00	850.00	-712.00	16.24%
410.120 · Police Salaries & Wages-Admin	40,846.23	120,000.00	-79,153.77	34.04%
410.130 · Police Salaries & Wages-Officer	726,083.40	1,780,412.61	-1,054,329.21	40.78%
410.140 · Police Salaries & Wages-Civilian	47,586.22	112,143.20	-64,556.98	42.43%
410.179 · Police Longevity Pay	20,772.17	50,699.77	-29,927.60	40.97%
410.180 · Police Overtime Wages	84,223.34	191,100.00	-106,876.66	44.07%
410.185 · Sick & Vacation Buy Back	0.00	70,000.00	-70,000.00	0.0%
410.187 · Police Overtime Civ Support	345.20	1,500.00	-1,154.80	23.01%
410.191 · Uniform Allowance	2,659.73	16,800.00	-14,140.27	15.83%
410.192 · Police SSI Taxes	70,547.97	179,136.65	-108,588.68	39.38%
410.196 · Police Health Insurance	293,966.88	575,000.00	-281,033.12	51.13%
410.197 · Police Pension Plan	0.00	304,787.00	-304,787.00	0.0%
410.198 · Police Life & Disability Ins	12,230.10	25,056.00	-12,825.90	48.81%

## GENERAL FUND BUDGET vs. ACTUAL

410.199 · Police Non-Uniform Pension	2,421.47	10,272.89	-7,851.42	23.57%
410.200 · Police 457 Contribution	4,532.00	8,400.00	-3,868.00	53.95%
410.216 · Police Community Outreach	1,415.78	2,000.00	-584.22	70.79%
410.220 · Police Operating Supplies	2,381.69	7,500.00	-5,118.31	31.76%
410.221 · Crime Scene Supplies	160.92	1,200.00	-1,039.08	13.41%
410.222 · Ammunition/Field Materials	5,227.19	13,960.00	-8,732.81	37.44%
410.231 · Vehicle Fuel	38,248.88	65,000.00	-26,751.12	58.84%
410.238 · Uniform Expense	1,411.03	2,000.00	-588.97	70.55%
410.260 · Police Minor Equipment	2,468.66	15,000.00	-12,531.34	16.46%
410.270 · Police IT	13,237.94	20,000.00	-6,762.06	66.19%
410.310 · Police Professional Services	12,030.00	20,500.00	-8,470.00	58.68%
410.314 · Civil Service Comm Solicitor	600.00	3,000.00	-2,400.00	20.0%
410.317 · POLICE NEW HIRES EXP	1,000.00	30,000.00	-29,000.00	3.33%
410.320 · Police Communications	7,983.33	18,000.00	-10,016.67	44.35%
410.331 · Travel/Lodging	4,243.78	12,500.00	-8,256.22	33.95%
410.341 · Police Advertising & Printing	934.31	2,500.00	-1,565.69	37.37%
410.373 · Police Maint & Repair Bldg	4,715.81	9,150.00	-4,434.19	51.54%
410.374 · Police Equipment Maint	783.45	5,500.00	-4,716.55	14.25%
410.420 · Police Dues, Subscriptions	144.00	1,800.00	-1,656.00	8.0%
410.421 · POLICE SaaS SUBSCRIPTIONS	27,802.04	63,100.00	-35,297.96	44.06%
410.450 · Police Contracted Services	81,736.59	108,962.10	-27,225.51	75.01%
410.451 · Police Vehicle Maintenance	21,381.57	28,000.00	-6,618.43	76.36%
410.460 · Police Meetings & Training	9,094.00	30,000.00	-20,906.00	30.31%
411.232 · Fire Department Fuel	2,691.79	12,000.00	-9,308.21	22.43%
411.540 · Foreign Fire Payments	0.00	88,000.00	-88,000.00	0.0%
413.310 · Prof Services -BC Officer	729,916.58	948,973.00	-219,056.42	76.92%
413.311 · Prof Services - SEO	9,425.00	24,000.00	-14,575.00	39.27%
413.319 · Code Enforcement UCC Fees	189.00	1,000.00	-811.00	18.9%
414.220 · Planning & Zoning Supplies	136.47	500.00	-363.53	27.29%
414.310 · Planning & Zoning Prof Svcs	39,340.40	84,500.00	-45,159.60	46.56%
414.313 · Planning & Zoning Engineering	0.00	2,500.00	-2,500.00	0.0%
414.314 · Planning & Zoning Legal	32,853.80	45,000.00	-12,146.20	73.01%
414.319 · MS4 Fees	2,060.50	15,000.00	-12,939.50	13.74%
414.341 · Planning & Zoning Advertising	1,396.36	2,500.00	-1,103.64	55.85%
414.421 · Planning & Zoning SaaS subs.	2,286.85	9,150.00	-6,863.15	24.99%
415.220 · Emer Mgmt Operating Supplies	258.68	1,000.00	-741.32	25.87%
415.364 · Emergency Management Operations	0.00	13,500.00	-13,500.00	0.0%
415.431 · EMA GASOLINE	174.46	500.00	-325.54	34.89%
415.434 · EMA VEHICLE MAINT.	309.89	3,000.00	-2,690.11	10.33%
415.460 · Emer Mgmt Meetings & Training	0.00	500.00	-500.00	0.0%
<b>Total Public Safety</b>	<b>2,364,393.46</b>	<b>5,157,453.22</b>	<b>-2,793,059.76</b>	<b>45.84%</b>
<b>Public Works - Other</b>				
427.220 · Solid Waste Coll Supplies	157.50	1,500.00	-1,342.50	10.5%
427.450 · Contracted Svcs - Clean-Up Days	15,442.00	50,000.00	-34,558.00	30.88%
<b>Total Public Works - Other</b>	<b>15,599.50</b>	<b>51,500.00</b>	<b>-35,900.50</b>	<b>30.29%</b>
<b>PW-Hwys, Roads &amp; Streets</b>				
430.110 · Public Works Salaries	267,005.69	678,549.70	-411,544.01	39.35%
430.120 · Public Works OT Wages	13,436.27	30,000.00	-16,563.73	44.79%
430.179 · PW Longevity	4,500.00	7,700.00	-3,200.00	58.44%
430.192 · Public Works SSI Taxes	24,976.36	64,462.47	-39,486.11	38.75%
430.196 · Public Works Insurance	115,315.97	220,000.00	-104,684.03	52.42%
430.198 · Public Works N-U Pension	22,879.73	64,462.47	-41,582.74	35.49%

## GENERAL FUND BUDGET vs. ACTUAL

430.199 · Public Works Life & Disab Ins	5,005.00	12,672.00	-7,667.00	39.5%
430.220 · Public Works Oper Supplies	5,845.79	15,000.00	-9,154.21	38.97%
430.231 · Public Works Gasoline	1,329.57	10,000.00	-8,670.43	13.3%
430.232 · Public Works Diesel	26,014.51	50,000.00	-23,985.49	52.03%
430.238 · Public Works Uniforms	99.98	9,000.00	-8,900.02	1.11%
430.242 · PW Safety Gear & Equip	1,380.28	5,000.00	-3,619.72	27.61%
430.260 · Public Works Minor Equip Purch	965.45	12,000.00	-11,034.55	8.05%
430.261 · PW Shop Tools	175.24	6,000.00	-5,824.76	2.92%
430.310 · Public Works Professional Svcs	0.00	2,500.00	-2,500.00	0.0%
430.320 · Public Works Communications Exp	0.00	2,000.00	-2,000.00	0.0%
430.341 · Public Works Advertising	0.00	800.00	-800.00	0.0%
430.373 · Public Works Maint & Rep Bldg	7,076.42	13,000.00	-5,923.58	54.43%
430.376 · PW Equip. Maint. & Supp.	20,054.62	65,000.00	-44,945.38	30.85%
430.384 · Public Works Equip Rental	138.00	15,000.00	-14,862.00	0.92%
430.420 · Public Works Dues, Subscription	405.00	450.00	-45.00	90.0%
430.421 · PW SaaS SUBSCRIPTIONS	1,908.30	12,200.00	-10,291.70	15.64%
430.450 · Public Works Contracted Svcs	2,864.36	7,500.00	-4,635.64	38.19%
430.460 · Public Works Meetings & Trainin	1,192.11	10,000.00	-8,807.89	11.92%
432.220 · Snow & Ice Rem Oper Supplies	64,814.58	125,000.00	-60,185.42	51.85%
432.375 · Snow & Ice Rem Equipment Maint	6,633.88	8,000.00	-1,366.12	82.92%
432.450 · Snow & Ice Rem Subcontractors	0.00	15,000.00	-15,000.00	0.0%
433.220 · Traffic Signals & Signs Supply	939.73	7,500.00	-6,560.27	12.53%
433.360 · Traffic Signals & Signs Utiliti	2,261.82	5,000.00	-2,738.18	45.24%
433.450 · Traffic Signals Contracted Svcs	680.00	20,475.00	-19,795.00	3.32%
438.220 · Road Maint Supplies	28,101.25	80,000.00	-51,898.75	35.13%
438.613 · Vegetation Control	558.97	2,500.00	-1,941.03	22.36%
<b>Total PW-Hwys, Roads &amp; Streets</b>	<b>626,558.88</b>	<b>1,576,771.64</b>	<b>-950,212.76</b>	<b>39.74%</b>
<b>Culture and Recreation</b>				
452.390 · Recreation fees	527.06	1,000.00	-472.94	52.71%
454.110 · Park Salary & Wage	53,915.50	145,780.00	-91,864.50	36.98%
454.192 · Park SSI	4,124.53	11,152.17	-7,027.64	36.98%
454.220 · Park Operating Supplies	2,590.06	7,000.00	-4,409.94	37.0%
454.231 · Park Vehicle Fuel	1,462.87	6,000.00	-4,537.13	24.38%
454.238 · Park Uniforms	0.00	2,000.00	-2,000.00	0.0%
454.260 · Park Minor Equipment	0.00	5,000.00	-5,000.00	0.0%
454.320 · Park Communications	480.62	1,000.00	-519.38	48.06%
454.340 · Park Advertising & Printing	0.00	1,500.00	-1,500.00	0.0%
454.360 · Park Utilities	4,013.96	9,000.00	-4,986.04	44.6%
454.373 · Park Repairs & Maintenance	8,564.19	20,000.00	-11,435.81	42.82%
454.374 · Park Equipment Maintenance	1,118.49	4,000.00	-2,881.51	27.96%
454.450 · Park Contracted Services	12,205.56	30,000.00	-17,794.44	40.69%
454.452 · Park Program Expenditures	220.00	2,500.00	-2,280.00	8.8%
454.460 · Park Meetings & Training	0.00	450.00	-450.00	0.0%
457.450 · Community Events	18,890.06	62,000.00	-43,109.94	30.47%
<b>Total Culture and Recreation</b>	<b>108,112.90</b>	<b>308,382.17</b>	<b>-200,269.27</b>	<b>35.06%</b>
<b>Debt Service</b>				
471.100 · New Twp Complex Principal	30,000.00	731,341.00	-701,341.00	4.1%
472.000 · NEW TWP COMPLEX LOAN INTEREST	0.00	103,659.00	-103,659.00	0.0%
<b>Total Debt Service</b>	<b>30,000.00</b>	<b>835,000.00</b>	<b>-805,000.00</b>	<b>3.59%</b>
<b>Benefits and Withholding</b>				
483.194 · Employer Pd Unemployment Comp	14,295.18	22,000.00	-7,704.82	64.98%
483.195 · Employer Pd Worker's Comp	131,257.78	250,000.00	-118,742.22	52.5%

6/25/2024

## GENERAL FUND BUDGET vs. ACTUAL

483.200 · Federal Healthcare Tax	222.18	200.00	22.18	111.09%
<b>Total Benefits and Withholding</b>	<u>145,775.14</u>	<u>272,200.00</u>	<u>-126,424.86</u>	<u>53.55%</u>
<b>Insurance</b>				
486.350 · Property & Liability Insurance	141,361.25	155,000.00	-13,638.75	91.2%
486.355 · Professional Bonds	7,280.00	15,000.00	-7,720.00	48.53%
<b>Total Insurance</b>	<u>148,641.25</u>	<u>170,000.00</u>	<u>-21,358.75</u>	<u>87.44%</u>
<b>Other Expenses</b>				
463.540 · TIF	215,313.35	216,000.00	-686.65	99.68%
491.000 · Refund of Prior Year Revenues	500.00	1,000.00	-500.00	50.0%
<b>Total Other Expenses</b>	<u>215,813.35</u>	<u>217,000.00</u>	<u>-1,186.65</u>	<u>99.45%</u>
<b>Misc Expenses</b>				
489.100 · Miscellaneous Expenses	0.00			
<b>Total Misc Expenses</b>	<u>0.00</u>			
<b>Interfund Transfers Out</b>				
492.300 · Interfund Transfer to Cap Fund				
COMMITTED FUND TRANSFER	470,800.00	470,800.00	0.00	100.0%
UNCOMMITTED FUNDS TRANSFER	509,753.29	509,753.29	0.00	100.0%
<b>Total 492.300 · Interfund Transfer to Cap Fund</b>	<u>980,553.29</u>	<u>980,553.29</u>	<u>0.00</u>	<u>100.0%</u>
<b>Total Interfund Transfers Out</b>	<u>980,553.29</u>	<u>980,553.29</u>	<u>0.00</u>	<u>100.0%</u>
<b>Total Expense</b>	<u>5,111,644.74</u>	<u>10,959,931.10</u>	<u>-5,848,286.36</u>	<u>46.64%</u>
<b>Net Income</b>	<u>2,935,204.71</u>	<u>0.00</u>	<u>2,935,204.71</u>	<u>100.0%</u>

## CAPITAL RESERVE Budget vs. Actual

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
341.010 · Interest on Investments	32,273.48			
354.020 · POLICE PCCD GRANT	21,488.25	21,488.25	0.00	100.0%
354.030 · ROUNDABOUT LEARN TASA	0.00	900,000.00	-900,000.00	0.0%
355.006 · LSA Monroe Co 2021 (6/30/2025)	0.00	116,163.00	-116,163.00	0.0%
355.010 · LSA 2019 RH TRN LN C00072203	0.00	405,000.00	-405,000.00	0.0%
355.011 · MULTIMODAL RH TRN LN C000072896	0.00	500,000.00	-500,000.00	0.0%
355.012 · LSA RH TRN LN 2021 C000078523	0.00	187,500.00	-187,500.00	0.0%
355.014 · GREEN LIGHT GO	0.00	359,658.00	-359,658.00	0.0%
355.015 · MULTIMODAL RIMROCK 2021 C000076	0.00	142,000.00	-142,000.00	0.0%
355.016 · ARP FEDERAL FUNDS	32,331.58	432,937.34	-400,605.76	7.47%
355.017 · DCED C000083397 ROUNDABOUT (AWA	0.00	500,000.00	-500,000.00	0.0%
355.018 · DCED MTF 2021 (6/30/2025) Award	0.00	46,000.00	-46,000.00	0.0%
355.019 · LSA GRANT TLC BRIDGE BTW PONDS	0.00	292,000.00	-292,000.00	0.0%
355.020 · DCED MTF 2022 Award	0.00	100,000.00	-100,000.00	0.0%
355.021 · LSA GRANT C000086133 POLICE	133,784.00	146,333.00	-12,549.00	91.42%
357.720 · County Grant	0.00	85,000.00	-85,000.00	0.0%
357.721 · PM VISITOR BUREAU GRANT	0.00	15,000.00	-15,000.00	0.0%
391.100 · SALE OF GENERAL FIXED ASSETS	16,550.00			
392.010 · Transfer from General Fund				
COMMITTED OPEN SPACE	470,800.00	470,800.00	0.00	100.0%
UNCOMMITTED TRANSFER	509,753.29	509,753.29	0.00	100.0%
<b>Total 392.010 · Transfer from General Fund</b>	<b>980,553.29</b>	<b>980,553.29</b>	<b>0.00</b>	<b>100.0%</b>
392.900 · Use of Fund Balance	0.00	273,855.87	-273,855.87	0.0%
393.000 · Capital Lease Proceeds	61,529.23	441,942.73	-380,413.50	13.92%
393.130 · CAPITAL GEN OBLIGATION PROCEEDS	4,979,586.82	5,175,000.00	-195,413.18	96.22%
<b>Total Income</b>	<b>6,258,096.65</b>	<b>11,120,431.48</b>	<b>-4,862,334.83</b>	<b>56.28%</b>
<b>Expense</b>				
401.000 · Municipal Capital Comprehensive	5,410,741.03	8,873,005.34	-3,462,264.31	60.98%
401.001 · ADMINISTRATION COMPREHENSIVE	0.00	67,192.00	-67,192.00	0.0%
410.000 · POLICE CAPITAL COMPREHENSIVE	239,299.94	260,313.98	-21,014.04	91.93%
430.000 · PW CAPITAL COMPREHENSIVE	5,600.00	413,000.00	-407,400.00	1.36%
438.610 · Maintenance & Repairs of Roads				
Paving Overlay	0.00	165,560.94	-165,560.94	0.0%
Road Marking	0.00	60,000.00	-60,000.00	0.0%
Tar and Chip	0.00	167,009.92	-167,009.92	0.0%
438.610 · Maintenance & Repairs of Roads - Other	0.00	10,000.00	-10,000.00	0.0%
<b>Total 438.610 · Maintenance &amp; Repairs of Roads</b>	<b>0.00</b>	<b>402,570.86</b>	<b>-402,570.86</b>	<b>0.0%</b>
454.000 · PARK CAPITAL COMPREHENSIVE	97,796.83	759,199.00	-661,402.17	12.88%
471.000 · PRINCIPAL LEASES	197,444.32	321,602.69	-124,158.37	61.39%
472.000 · INTEREST ON LEASES	13,950.73	23,547.61	-9,596.88	59.25%
<b>Total Expense</b>	<b>5,964,832.85</b>	<b>11,120,431.48</b>	<b>-5,155,598.63</b>	<b>53.64%</b>
<b>Net Income</b>	<b>293,263.80</b>	<b>0.00</b>	<b>293,263.80</b>	<b>100.0%</b>

6/25/2024

## SEWER OPERATIONS BUDGET vs. ACTUAL

	Jan - Dec 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
341.010 · Interest on Investments	78,323.49	10,000.00	68,323.49	783.24%
364.110 · Connection/Tapping Fees	11,250.00	10,000.00	1,250.00	112.5%
364.120 · Sewer Use Fees	1,638,520.84	3,954,060.00	-2,315,539.16	41.44%
364.130 · Reserve Capacity Fee	19,109.85	7,000.00	12,109.85	273.0%
<b>Total Income</b>	<b>1,747,204.18</b>	<b>3,981,060.00</b>	<b>-2,233,855.82</b>	<b>43.89%</b>
<b>Gross Profit</b>				
	1,747,204.18	3,981,060.00	-2,233,855.82	43.89%
<b>Expense</b>				
<b>429.100 · Utilities</b>				
429.101 · PPL	19,275.96	26,500.00	-7,224.04	72.74%
429.102 · MetTel	462.83	1,000.00	-537.17	46.28%
429.105 · MetEd	2,280.87	3,600.00	-1,319.13	63.36%
429.106 · Blue Ridge Communications	1,964.55	4,500.00	-2,535.45	43.66%
429.107 · BCRA Water	843.55	1,500.00	-656.45	56.24%
429.108 · PenTeleData	1,848.75	4,500.00	-2,651.25	41.08%
429.109 · Verizon	933.61	2,100.00	-1,166.39	44.46%
429.111 · JP Mascaro	1,617.59	2,800.00	-1,182.41	57.77%
429.112 · FUEL & HEATING OIL	0.00	5,000.00	-5,000.00	0.0%
429.100 · Utilities - Other	902.68			
<b>Total 429.100 · Utilities</b>	<b>30,130.39</b>	<b>51,500.00</b>	<b>-21,369.61</b>	<b>58.51%</b>
429.200 · BCRA Sewage Treatment	713,163.18	1,418,808.00	-705,644.82	50.27%
429.205 · Bank charges	0.00			
429.244 · Operating Supplies	5,205.97	25,000.00	-19,794.03	20.82%
<b>429.300 · Professional Services</b>				
429.400 · Engineering	28,382.24	63,000.00	-34,617.76	45.05%
429.401 · Sewer Legal	6,168.37	20,000.00	-13,831.63	30.84%
429.404 · SEWER ADMIN SERVICES	103,167.50	212,194.18	-109,026.68	48.62%
429.405 · O & M	51,274.05	93,000.00	-41,725.95	55.13%
429.406 · KEYSTONE ENGINEERING	0.00	20,000.00	-20,000.00	0.0%
429.300 · Professional Services - Other	37,573.67	40,000.00	-2,426.33	93.93%
<b>Total 429.300 · Professional Services</b>	<b>226,565.83</b>	<b>448,194.18</b>	<b>-221,628.35</b>	<b>50.55%</b>
429.374 · Equipment Repair & Maintenance	100,477.57	152,340.00	-51,862.43	65.96%
429.376 · CONTRACTED SERVICES	8,138.59	50,000.00	-41,861.41	16.28%
<b>471.000 · Debt Principal - Long and Short</b>				
471.200 · 1st Keystone 7.5M	0.00	1,071,660.00	-1,071,660.00	0.0%
471.500 · PennVest Loan	204,000.39	409,545.84	-205,545.45	49.81%
<b>Total 471.000 · Debt Principal - Long and Short</b>	<b>204,000.39</b>	<b>1,481,205.84</b>	<b>-1,277,205.45</b>	<b>13.77%</b>
<b>472.000 · Debt Interest - Long and Short</b>				
472.200 · 1st Keystone 7.5M Interest	32,995.24	74,970.00	-41,974.76	44.01%
472.500 · PennVest Loan Interest	33,676.23	65,807.40	-32,131.17	51.17%
<b>Total 472.000 · Debt Interest - Long and Short</b>	<b>66,671.47</b>	<b>140,777.40</b>	<b>-74,105.93</b>	<b>47.36%</b>
486.352 · Insurance Expense (Liability)	20,492.75	25,000.00	-4,507.25	81.97%
<b>Total Expense</b>	<b>1,374,846.14</b>	<b>3,792,825.42</b>	<b>-2,417,979.28</b>	<b>36.25%</b>
<b>Net Income</b>	<b>372,358.04</b>	<b>188,234.58</b>	<b>184,123.46</b>	<b>197.82%</b>

6/25/2024

## SEWER CONSTRUCTION BUDGET vs. ACTUAL

	<u>Jan - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
341.010 · Interest on Investments	49,310.96	10,000.00	39,310.96	493.11%
392.900 · Use of Fund Balance	0.00	2,362,000.00	-2,362,000.00	0.0%
<b>Total Income</b>	<u>49,310.96</u>	<u>2,372,000.00</u>	<u>-2,322,689.04</u>	<u>2.08%</u>
<b>Expense</b>				
429.200 · General Project	12,302.01	1,719,000.00	-1,706,697.99	0.72%
429.313 · Engineering - Collection System	582.56	566,000.00	-565,417.44	0.1%
429.740 · CAPITAL PURCHASES MACHINERY	57,898.00	87,000.00	-29,102.00	66.55%
<b>Total Expense</b>	<u>70,782.57</u>	<u>2,372,000.00</u>	<u>-2,301,217.43</u>	<u>2.98%</u>
<b>Net Income</b>	<u><u>-21,471.61</u></u>	<u><u>0.00</u></u>	<u><u>-21,471.61</u></u>	<u><u>100.0%</u></u>



## ARPA FUND BUDGET vs. Actual

	<u>Jan - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
341.001 · INTEREST ON INVESTMENTS	12,049.53	500.00	11,549.53	2,409.91%
392.000 · Use of Fund Balance	0.00	515,187.34	-515,187.34	0.0%
Total Income	<u>12,049.53</u>	<u>515,687.34</u>	<u>-503,637.81</u>	<u>2.34%</u>
Expense				
492.010 · TRANSFER TO GENERAL FUND				
GOV SERV. IMPROV.	18,031.06	82,750.00	-64,718.94	21.79%
Total 492.010 · TRANSFER TO GENERAL FUND	<u>18,031.06</u>	<u>82,750.00</u>	<u>-64,718.94</u>	<u>21.79%</u>
492.300 · TRANSFER TO CAPITAL FUND	32,331.58	432,937.34	-400,605.76	7.47%
Total Expense	<u>50,362.64</u>	<u>515,687.34</u>	<u>-465,324.70</u>	<u>9.77%</u>
Net Ordinary Income	<u>-38,313.11</u>	<u>0.00</u>	<u>-38,313.11</u>	<u>100.0%</u>
Net Income	<u><u>-38,313.11</u></u>	<u><u>0.00</u></u>	<u><u>-38,313.11</u></u>	<u><u>100.0%</u></u>



This two-day Secretary/Manager Summit is a wonderful opportunity for you to network with colleagues from around the state, share best practices, and learn how other experienced secretaries and managers have tackled challenges. The event will include general and breakout sessions on many valuable topics.

The event will include general and breakout sessions on many valuable topics to include: (topics may vary by location)

- Grant procurement
- Meeting management (agendas, minutes, and more)
- Records and the Right-to-Know Law
- Financial reporting and budget preparation
- Dealing with conflict among boards, staff, and public
- HR issues and managing personnel
- Tips and tricks for improving township operations
- Coordinating SALDO and zoning activities

Qualifies for 9 PMGA Administration Points

Date:

September 23-24, 2024

Time:

Day 1 (23rd) - 10:00 a.m. - 4:00 p.m.

Day 2 (24th) - 8:30 a.m. - 2:00 p.m.

Location:

Montgomery County  
Holiday Inn Lansdale  
1750 Sumnerytown Pike  
Kulpsville, PA 19443

Registration Fee:

Member\* - \$ 179.00

Non-Member – \$ 219.00



# Pocono Township Monthly Zoning Report

**TO:** Pocono Township Board of Commissioners  
**FROM:** Lindsay Scerbo, Zoning Administrator  
**CC:** Shawn McGlynn, Zoning Officer  
**DATE:** June 26, 2024

\*\*\*\*\*  
\*\*\*\*\*

Following is a report of the Zoning Office’s activity from June 13<sup>th</sup> to June 26<sup>th</sup>:

**Permits Issued: 28**

**Zoning Permits: 8**

Commercial – 3  
Residential – 5

**New Construction: 0**

Commercial – 0  
Residential – 0

**Building Permits: 9**

Commercial – 4  
Residential – 5

**Certificate of Occupancy – 8**

**Driveway – 1**

**TDU License – 2**

**Enforcement Actions:**

- June 13, 2024 – 2783 Route 611 – Two Notices of Violation were issued to the property owner for modifications to the existing single-family dwelling and accessory garage to create a two-family dwelling and an additional residential unit. The Notices were issued in accordance with the Zoning Ordinance and PA UCC.
- June 21, 2024 – 391 Laurel Lake Road – Letter – Property maintenance notice for allowing the grass and vegetation on the property to exceed a height of 10”.
- June 25, 2024 – 173 Camelback Road – Letter – Property maintenance notice for allowing the grass and vegetation on the property to exceed a height of 10”.
- June 26, 2024 – 24 Summit Avenue – Enforcement Notice – Conversion of an existing single-family detached dwelling to a multifamily dwelling.

**Closed Violations:**

- 175 Alger Avenue – Property maintenance notice for allowing the grass and vegetation on the property to exceed a height of 10”.
- 3152 Route 611 – Property maintenance notice for allowing the grass and vegetation on the property to exceed a height of 10”.

**Previously Discussed Properties:**

- 2975 Bartonsville Avenue – Wine Press Inn – One email correspondence with Taylor was found in the property file, but this is the only time that the property owner contacted the Township. Based on the last inspection of the property, Shawn is of the opinion that we should move forward under the Dangerous Structures Ordinance.

#### Upcoming Civil Hearings:

- 2113 Route 611 – Various Property Maintenance Violations. The hearing has been rescheduled for July 11, 2024, at 12:30 P.M.
- 12.11A.1.93 – Various Property Maintenance Violations. The hearing has been rescheduled for July 11, 2024, at 12:30 P.M.
- 145 Marcelle Terrace – Construction of various accessory structures, interior alterations, and operating a TDU in a Zoning District in which it is not permitted. This hearing has been scheduled for July 10, 2024, at 10:00 AM.
- 690 Cranberry Road – Initiating construction activity on the subject property without first obtaining permits. A date for this hearing has yet to be scheduled.
- 440 Cherry Lane Road – Establishing a contractor's yard on the subject property. A date for this hearing has yet to be scheduled.
- 171 Eagle Pass – Operating a TDU in the R-1 Zoning District.

#### Upcoming Public Hearings:

- **100 Tyrolean Way** – A variance request seeking relief from the impervious surface limitations outlined in the Zoning Ordinance. A date for this hearing has yet to be determined.
- **Camp Lindenmere** – A variance request seeking relief from the building height limitations outlined in the Zoning Ordinance. A date for this hearing has yet to be determined.
- **Lot 610 Williams Lane** – An application requesting a waiver from the wetland buffer requirements outlined in the Stormwater Management Ordinance. This hearing has been scheduled for July 15, 2024, at 6:00 PM.
- **Pocono Places LLC** – An appeal of multiple Notices of Violation that were issued under the Grading Ordinance. A date for this hearing has yet to be determined.
- **127 Crescent Lake Road** – A variance request seeking relief from the setback requirements outlined in the Zoning Ordinance. A date for this hearing has yet to be determined.

AMENDMENT  
MEMORANDUM OF UNDERSTANDING  
2024 - 2025 SCHOOL YEAR  
BETWEEN THE  
MONROE CAREER & TECHNICAL INSTITUTE  
AND THE TOWNSHIP OF POCONO

- I. The Monroe Career & Technical Institute (MCTI) agrees to the following:
  - A. The local law enforcement agency will be notified, as soon as possible, following any act that, in the opinion of the administrator, constitutes a violation of Act 26 of 1995. The School administrator will not ask the law enforcement officer to enter into any discussion with the accused student relating to the disposition of the incident as it applies to consequences relating to violations of school policies/procedures.
  - B. The Pocono Township Police Department (PTPD) will have access to the following:  
A student's disciplinary record, as well as records maintained under Section 1307-A, shall be available for inspection by the student and his parent, guardian or other person having control or charge of the student, to school officials, and to state and local law enforcement officials as provided by law. Permission of the parent, guardian, or other person having control or charge of the student shall not be required for transfer of the student's record to another school entity within this commonwealth or in another state in which the student seeks enrollment or is enrolled.
  - C. The student information as identified on the school student information card will be made available to the law enforcement agency.
  - D. The weapon and/or any other item or substance which, in the opinion of the law enforcement official, is considered to violate the laws of the Commonwealth of Pennsylvania or and Federal law/regulation, will be turned over to the law enforcement official.
- II. The Pocono Township Police Department agrees to the following:
  - A. The law enforcement agency official will give the school administrator a receipt for the evidence taken or the official will sign a school developed receipt for evidence slip.
    1. The law enforcement agency will forward a copy of the police property record to the Director of the school within two weeks following the report of the incident.
  - B. The law enforcement agency agrees to allow their investigating officer to appear and testify before a duly called school district Expulsion Hearing. The School administrator will send a written request to the law enforcement agency police chief requesting the presence of the investigating officer at the expulsion hearing in order to give sworn testimony.
- III. Further description of these procedures can be found in the attached Appendix A.
- IV. MCTI and PTPD have determined that it is in the best interest of the students and staff MCTI for the PTPD to perform certain safety and security services at the school on a regular basis.

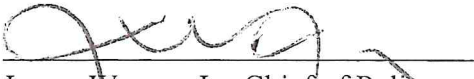
- A. The PTPD shall provide services at MCTI shall be during the regularly scheduled school day beginning at 10:00 A.M. and ending at 12:00 P.M., except for periods of time as hereinafter set forth. Such times may also be in addition to those stated depending upon the incident rate, the complexity of incident investigation, or students/staff educational program schedule.
- B. Exceptions to the days and times are as follows: when police officers are not available in the event they are burdened by an extraordinary volume of police work within the township; during times when police department personnel are not available for any reason whatsoever; when MCTI is closed due to inclement weather or other emergencies.

In addition thereto, PTPD shall not be responsible for any incidents arising at MCTI during times when police officer are **not** available to be present on the MCTI campus.

- C. PTPD hereby agree to perform the following services:
  - 1. monitor school activity at MCTI which may include both within the school buildings and adjacent land areas;
  - 2. participation in educating MCTI students and staff in law enforcement career opportunities, gang prevention, drug and alcohol awareness/prevention and community awareness which shall be solely dependent upon the expertise of the police officer present at the school during each individual time period.

In addition thereto, PTPD shall assist MCTI staff members in identifying suspected criminal activity which may be occurring within the school buildings or school grounds.

- D. MCTI agrees to pay PTPD an hourly rate to be determined annually as reflected in Appendix B.

  
 \_\_\_\_\_  
 James Wagner Jr., Chief of Police  
 Pocono Township Police Department

6/25/24  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Dennis Virga, Director  
 Monroe Career & Technical Institute

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Pocono Township Board of Commissioners

\_\_\_\_\_  
 Date

AMENDMENT  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONROE CAREER AND TECHNICAL INSTITUTE  
AND  
THE TOWNSHIP OF POCONO TOWNSHIP

- I. Monroe Career & Technical Institute (MCTI) hereby agrees to pay to the Pocono Township Police Department (PTPD) the sum of \$79.42 per hour for a maximum of 320 hours beginning the first date when services are rendered through the end of the 2024 - 2025 school year.
- II. Billing for services rendered by PTPD shall be monthly including the number of hours billed and the hourly rate, and shall indicate "police services". Any and all police officers who will be performing services at MCTI shall register each day on a sheet provided at the Reception Area of MCTI in order to verify their presence and rendered assistance as set forth in this Agreement.

MONROE CAREER AND TECHNICAL INSTITUTE

\_\_\_\_\_  
Chairperson, Joint Operating Committee

\_\_\_\_\_  
Secretary, Joint Operating Committee

\_\_\_\_\_  
JOC Meeting Date

POCONO TOWNSHIP POLICE DEPARTMENT

*James Wagner Jr.*  
\_\_\_\_\_  
Chief of Police

ATTEST:

POCONO TWP BOARD OF COMMISSIONERS

\_\_\_\_\_  
MCTI Administrator

\_\_\_\_\_  
PTBC Chairperson / *Vice Chairperson*

\_\_\_\_\_  
PTBC Meeting Date

County:	Monroe	Agreement #:	057599
Project Short Title:	SR 715/ 611 Intersection	MPMS #:	79473
Project (SR & Sec):	715/03S	Federal ID #:	246001526

**DRAINAGE FACILITIES MAINTENANCE AGREEMENT**

This Drainage Facilities Maintenance Agreement is made between the Commonwealth of Pennsylvania, acting through the Department of Transportation (“PennDOT”),  
and

Pocono Township, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials (“Municipality”).

The parties, intending to be legally bound, agree as follows:

1. **Construction.** PennDOT intends to make improvements to State Route S.R. 715, identified in PennDOT’s files as SR 715, Section 03S (the “Project”). A need for drainage facilities has been identified in the area of the Project. State funds, federal funds or both shall be used by PennDOT to construct the drainage facilities, which are being installed to control the water being discharged as the result of the Project. PennDOT shall, with its own forces or by contract, construct the Project, including the drainage facilities in accordance with the plans prepared by PennDOT, which are attached as Exhibit A. The drainage facilities will be included as part of the Project at the following locations:

<u>County</u>	<u>State Route</u>	<u>Beginning Segment and Offset</u>	<u>Ending Segment and Offset</u>
Monroe	611	0280/2077	0280/3005

2. **Notice of Completion.** Upon completion of the Project by PennDOT, or its contractors, PennDOT will send the Municipality a written notice of completion.



3. **Design and Maintenance.**
  - a. **Plan Review.** PennDOT shall provide its plans to the Municipality for review and approval before beginning construction. The Municipality may not unreasonably withhold its approval. This Project will comply with the Municipality's ordinances, rules and regulations, including but not limited to the Municipality's storm water management regulations, zoning, development standards, or other applicable law or regulations. The Municipality will provide written approval that PennDOT's plans meet the Municipality's requirements and any deficiency in the plans shall be deemed waived by the Municipality.
  - b. **Maintenance.** Upon receipt of the notice, required by Section 2 above, the Municipality shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the drainage facilities, to ensure an acceptable level of physical integrity and operation consistent with the original design standards. These design standards shall be provided to the Municipality prior to the commencement of construction. The Municipality reserves the right to reject the design standards if it believes them to be overly burdensome on the Municipality. The maintenance shall include, but not be limited to, the removal of debris that may obstruct the drainage facilities and, where required, the mowing of grass.
4. **Termination by PennDOT.** PennDOT shall have the right, following the receipt of the notice of completion by the Municipality to terminate this agreement by giving the Municipality 30 days' prior written notice. In the event of termination, the Municipality's responsibilities under this agreement, except those of liability, whether financial, in tort or otherwise, with respect to an act or omission committed by the Municipality on or before the effective date of termination, shall terminate.
5. **Default.** If the Municipality fails to perform any of the terms, conditions, and provisions of this agreement, subject to 30 days prior written notice by PennDOT to the Municipality of such default, the Municipality authorizes PennDOT to withhold as much of the

Municipality's Liquid Fuels Tax Fund Allocation as needed to complete any necessary work and to reimburse PennDOT in full for the reasonable costs due as a result of the necessary work. Further, the Municipality authorizes PennDOT to withhold the amount and to apply the funds, or portion of the funds, to remedy the default.

6. **Term.** This agreement will commence on the Effective Date (as defined below) and shall remain in effect, unless terminated earlier in accordance with Section 4 above. The Effective Date is the date this agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.
  
7. **Notification of Required Maintenance.** If PennDOT determines that certain repair or maintenance action is necessary with respect to the drainage facilities, PennDOT will notify the Municipality in writing. The Municipality must begin necessary work within 30 days of receipt of PennDOT's notice. The Municipality or its contractor must provide safeguards, including, but not limited to, required work zone traffic control in accordance with PennDOT regulations and manuals at the work site to protect the safety of the traveling public during the work. If the Municipality fails to begin necessary work within this 30-day period, or fails to prosecute the necessary work diligently to completion, PennDOT is entitled to perform the repair or maintenance action at the Municipality's sole cost and expense. PennDOT may grant a time extension upon the Municipality's request.
  
8. **Payment.** Failure by the Municipality to pay PennDOT within 45 days of receipt of an invoice for work performed by PennDOT shall constitute a default for purposes of Section 6 of this agreement.

Payment shall be made in one of the following manners:

- a. in person;
- b. by electronic transfer;
- c. by U.S. First Class Mail, postage prepaid; or

- d. by an overnight delivery service having positive tracking.

Payment shall be deemed made according to the manner of payment as follows:

- a. if made in person, when tendered;
- b. if made by electronic transfer, as provided by state and federal banking laws and regulations;
- c. if made by U.S. First Class Mail, postage prepaid, when posted; or
- d. if made by overnight delivery service having positive tracking, when picked up.

9. **Ordinances or Resolutions.** The Municipality shall enact or adopt ordinances or resolutions necessary to affect the purposes of this agreement.

10. **Commonwealth Standard Provisions.** The Municipality agrees to comply with the Commonwealth provisions attached as Exhibit B.

11. **Notice.** All notices and reports arising out of, or from, the provisions of this agreement must be in writing and given to the parties at the address provided under this agreement, either by regular mail, e-mail, or delivery in person:

If to PennDOT:

CHRISTOPHER J. KUFRO, PE, DISTRICT EXECUTIVE  
ENGINEERING DISTRICT 5-0  
1002 HAMILTON STREET  
ALLENTOWN, PA 18101  
(610) 871-4110  
ckufro@pa.gov

If to the Municipality:

JERROD BELVIN, TOWNSHIP MANAGER  
POCONO TOWNSHIP  
112 TOWNSHIP DRIVE  
TANNERSVILLE, PA 18372  
(570) 629-1922

jbelvin@poconopa.gov

or to such other person or address as the parties may provide to each other in writing.

12. **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.
13. **Severability.** The provisions of this agreement are 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 and its applicability to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person or circumstance will not be affected.
14. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties 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 may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
15. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality.
16. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

17. **No Third-Party Beneficiary Rights.** This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.
18. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
19. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.
20. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

The parties have executed this agreement to be effective as of the date of the last signature affixed below.

POCONO TOWNSHIP

BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date

---

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary or Designee Date

APPROVED AS TO LEGALITY  
AND FORM

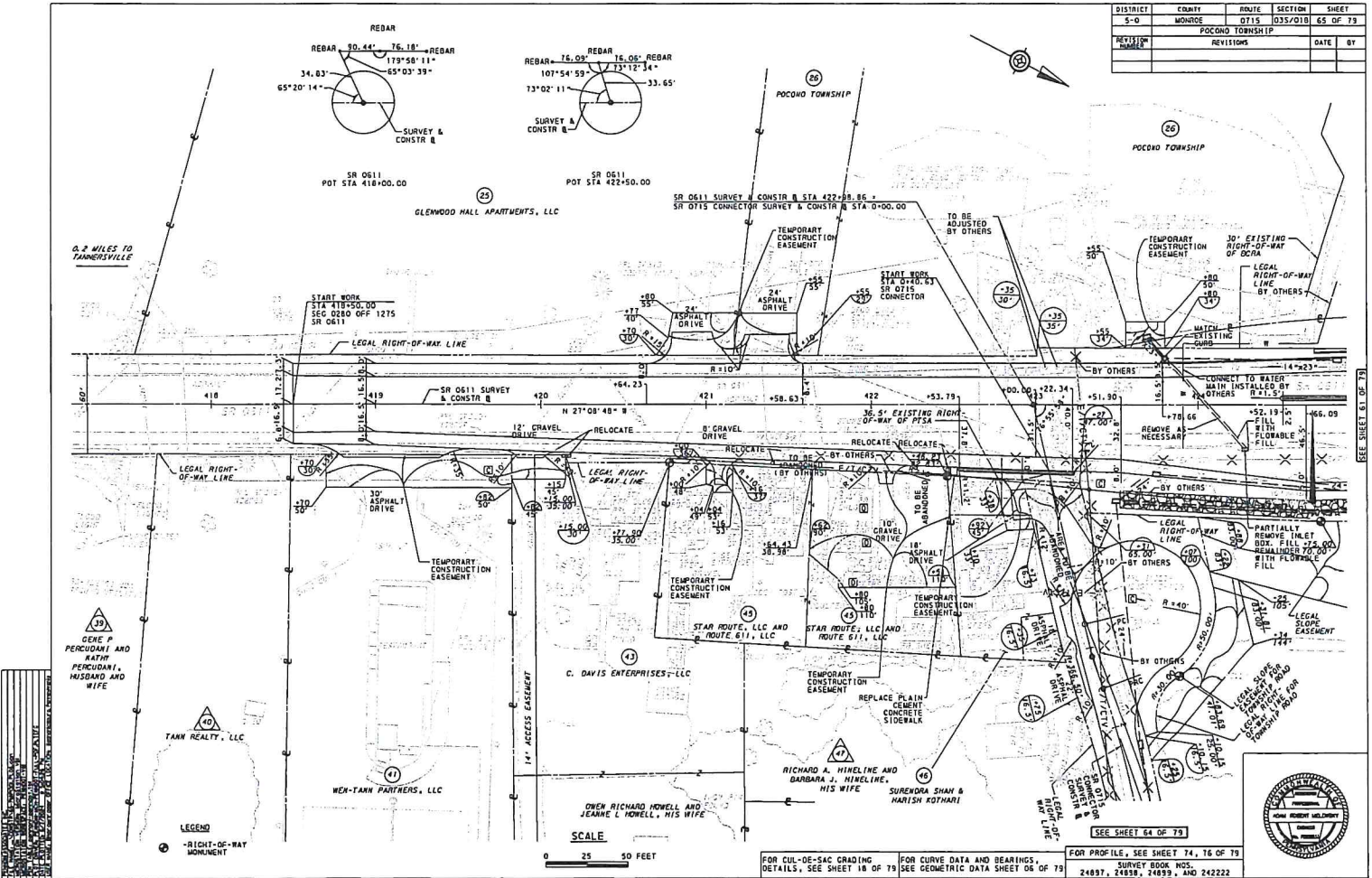
BY \_\_\_\_\_  
Office of Chief Counsel Date

BY \_\_\_\_\_  
Office of General Counsel Date

BY \_\_\_\_\_  
Office of Attorney General Date

## Exhibit A – Construction Plans

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	MONROE	0715	035/018	65 OF 79
POCONO TOWNSHIP				
REVISION	DATE	BY		



0.2 MILES TO TANNERSVILLE

GENE P. PERCUMANI AND KATHY PERCUMANI, HUSBAND AND WIFE

TANK REALTY, LLC

WEK-TANK PARTNERS, LLC

OWEN RICHARD NOWELL AND JEANNE L. NOWELL, HIS WIFE

RICHARD A. HINELINE AND BARBARA J. HINELINE, HIS WIFE

SURENDRA SHAN & HARISH KOTHARI

SCALE  
0 25 50 FEET

FOR CUL-DE-SAC GRADING, DETAILS, SEE SHEET 18 OF 79  
FOR CURVE DATA AND BEARINGS, SEE GEOMETRIC DATA SHEET 06 OF 79

FOR PROFILE, SEE SHEET 74, 16 OF 79  
SURVEY BOOK NOS. 24897, 24898, 24899, AND 242222



SEE SHEET 64 OF 79









Exhibit B – Commonwealth Standard Provisions

## Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

### 1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

### 2. ENHANCED MINIMUM WAGE.

[Intentionally Omitted.]

### 3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### 4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
  - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
  - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
  - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor’s obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for

a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
  - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
  - vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. **Representations and Warranties.**
- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  3. had any business license or professional license suspended or revoked;
  4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state



law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
  - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
  - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
  - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
  - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
  - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of

these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
  - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
  - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## 7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personal jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
  - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include 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 shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
  - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
  - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of 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.
- e. **Challenges of Commonwealth Release.** 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 reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives 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.

- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

**10. OFFSET.**

[Intentionally Omitted.]

**11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.**

[Intentionally Omitted.]

**12. WORKER PROTECTION AND INVESTMENT.**

[Intentionally Omitted.]





TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222  
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

June 12, 2024

*Email to: prazzaq@poconopa.gov*

Ms. Paola Razzaq  
Treasurer  
Pocono Township  
112 Township Drive  
Tannersville, Pennsylvania 18372

Dear Ms. Razzaq:

We welcome the opportunity to submit our proposal to provide an appraisal for the Pocono Township for insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the *buildings/structures, machinery and equipment* associated with the property locations identified on the Addendum of the agreement.

When completed, our certified appraisal report will set forth the cost of reproduction new and sound value (actual cash value) of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 4 of the Agreement), Initial the Verification of Property Listing as shown in the Addendum (Page 5 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 6). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, concerns, or if we can be of assistance in any way, do not hesitate to contact me at 610-970-1050, fax 610-970-1561 or email [jnash@indappr.com](mailto:jnash@indappr.com).

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to being of service in these important valuation requirements.

Very truly yours,

**INDUSTRIAL APPRAISAL COMPANY**

*James V. Nash*

James V. Nash  
Regional Manager

JVN/mg



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222  
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

## APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide professional appraisal services for the:

**Pocono Township**  
112 Township Drive  
Tannersville, Pennsylvania 18372

### PROPERTIES TO BE APPRAISED

The properties to be appraised under this agreement will include the **Buildings/Structures, Machinery and Equipment** associated with the property locations identified in the Addendum to this agreement.

### PROVISIONS AND SCOPE OF APPRAISAL

The appraisal services and report are to consist of an on-site inspection and certified appraisal of the properties for the purpose of establishing current insurance valuation.

The *buildings/structures, machinery and equipment* under appraisement will receive an investigation which will record, as of the date of the appraisal, description and location of the property as well as a depreciation study based upon observed condition and other pertinent influencing factors.

We will provide an impartial statement of the *Cost of Reproduction New* and *Sound Value* based upon the following:

***Cost of Reproduction New** is defined as the cost to reproduce the entire property at one time, in new condition of like kind and quality at current market prices for material, labor, cost of freight and installation, contractor's overhead and profit, but without provision for overtime, bonuses and premiums of any kind.*

***Sound Value** is defined as the Cost of Reproduction New less accrued depreciation resulting from observed conditions involving age, utility and remaining serviceable life. Sound Value is often referred to as Actual Cash Value within the insurance industry.*

### REPORT

The report will be arranged in well-defined property classifications.

#### **A. Buildings/Structures**

The appraisal of the Buildings/Structures will be rendered in condensed form providing description of the components of construction and valuation for the overall structure. The building items excluded in the insurance policy will be segregated for each building appraised. A plat plan of each building outline and general location as well as a color photograph of each major building will be included.

#### **B. Machinery and Equipment**

The appraisal of the major items of Machinery and Equipment, having a replacement cost of **\$1,000.00 and above**, will include detailed description, location and valuation by item. Assets below the unit cost threshold will be included and valued by group classification.

We care about the environment. All Industrial Appraisal Company reports are provided in electronic format. An additional charge will apply for hard copy reports. Please contact Industrial Appraisal Company if a hard copy is required.



**PROFESSIONAL FEE**

The total fee for the appraisal services outlined herein is:

**FIVE THOUSAND NINE HUNDRED AND EIGHTY-FIVE DOLLARS**  
**\$5,985.00**  
**FEE IS INCLUSIVE OF ALL EXPENSES**

This fee covers work under this contract only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified in this agreement will be billed at a per diem rate to be determined.

**BILLING PROCEDURE**

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.

**ANNUAL REVALUATION SERVICE**

The Industrial Appraisal Company will maintain an Annual Revaluation Service for the original appraisal to keep current from year to year the statement of insurable values. This service will provide summary office repricing, redepreciation and revaluation once each year for the properties covered by the original appraisal to keep current additions, deletions and transfers that have been reported to the Industrial Appraisal Company. The Industrial Appraisal Company will prepare a new certified appraisal summary containing its opinion of the current Cost of Reproduction New and Sound Value.

The fee for the Annual Revaluation and Maintenance Service is **\$450.00** each year for a three-year period. This charge will due on the first anniversary of the completed appraisal and annually thereafter at the beginning of each appraisal protection service year.

**PROOF OF LOSS SERVICE**

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.



## **TERMS AND CONDITIONS**

### **General**

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the Pocono Township and Industrial Appraisal Company.

Fee stated in this agreement are predicated on property as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or the amount of assets to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services in a separate notification.

Performance of this contract and fees developed hereunder are predicated upon reasonable free access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by the Pocono Township or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for Pocono Township's internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

### **Limitation on Damages**

The Pocono Township agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to the Pocono Township for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the Pocono Township to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

### **Force Majeure**

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

### **Confidentiality**

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of the Pocono Township (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone, or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of the Pocono Township. Industrial Appraisal Company agrees to maintain the confidentiality of this Agreement and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, the Pocono Township.

### **Property Exclusions**

The appraisal will not include land, landscaping, licensed vehicles, fine arts, museum items, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.

**ACCEPTANCE AND AUTHORIZATION TO PROCEED**

Neither party to this agreement is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement indicates acceptance of Addendum. This offer for appraisal services **expires after sixty (60) days** at which time it may be renegotiated.

**SUBMITTED** this 12<sup>th</sup> day of **June 2024**

**INDUSTRIAL APPRAISAL COMPANY  
TWO GATEWAY CENTER  
603 STANWIX STREET, SUITE 1450  
PITTSBURGH, PENNSYLVANIA 15222**

*James V. Nash*

James V. Nash  
Regional Manager

**ACCEPTED:**

**POCONO TOWNSHIP  
112 TOWNSHIP DRIVE  
TANNERSVILLE, PENNSYLVANIA 18372**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

# ADDENDUM

## Properties to be Appraised

### APPRAISAL AGREEMENT

Pocono Township  
112 Township Drive  
Tannersville, Pennsylvania 18372

PROPERTY LOCATION	APPROXIMATE SQUARE FOOTAGE	APPRAISAL NOTES
Township Building 205 Old Mill Road, Tannersville, PA	36,000	Additional Buildings
Library 103 Kenny's Way, Tannersville, PA	14,000	
<b>APPROXIMATE TOTAL SQUARE FOOTAGE:</b>	<b>50,000</b>	
Yard and Outside Insurable Items Property Locations Listed Above		To Include: Lighting, Fencing, Signs, Property in the Open, Etc.

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS AS INDICATED ON THIS ADDENDUM ONLY. THE APPRAISAL OF LOCATIONS NOT LISTED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Please Initial Verification of Property Listing \_\_\_\_\_




# Industrial Appraisal C O M P A N Y

FORM 311

**Corporate Office**  
Two Gateway Center  
603 Stanwix Street, Suite 1450  
Pittsburgh, PA 15222  
800-245-2718  
412-471-2566  
Fax: 412-471-1758  
www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:			
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:			
Company:			
Address:			
Name of Appraised Property:			
Signature:			
Print Name:		Date:	
Telephone:			
			
<b>Form 311</b>			

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: Pocono Twp Vol Fire Company Permit # \_\_\_\_\_  
Applicant Address: 114 Municipal Lane Tax Parcel # \_\_\_\_\_  
Tannersville Pa 18372 PIN # \_\_\_\_\_  
Applicant Telephone: 570-629-2649  
Property Owner Name & Telephone: \_\_\_\_\_ 570-029-0930  
Location of Display: St Paul Lutheran Church 570-629-1992  
Type of Display: Fireworks  
Date of Display: 7/18/24 Time Display Begins: 9:15 Ends: 10 PM  
Operator Name and Address: \_\_\_\_\_ MAN DALL 7-19-20-24 7911 7th Street  
Operator Telephone: Celebration Fireworks 610-978-8989 Staten Island  
18080

Applicant Signature: Charles Skelly 2 President Date: 7-14-2024  
Property Owner Signature: Charles Skelly 2 Council member Date: 7-14-2024

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



April 5, 2023

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

**RE: BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT  
POCONO TOWNSHIP, PA – PUMP STATION #5 AND  
BRODHEAD CREEK REGIONAL AUTHORITY, PA - WATER TOWER INJECTION POINT AND  
HEADWORKS  
Evoqua Quote No. Q230210LF2r1**

Dear Mr. Briegel,

Evoqua Water Technologies LLC values your business, and we look forward to working with you in the years to come. Evoqua has been asked to maintain and optimize the Bioxide® feed system at PS #5 and the Water Tower Injection Point, along with monitoring the liquid phase sulfide levels at the ARV just prior to the Water Tower Injection Point and monitor the atmospheric sulfide levels at the Brodhead Creek Regional Authority WWTP Headworks. To ensure proper system operation and maintain the desired treatment goals, Evoqua would like to propose the on-going service program listed below.

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

- Vapor phase monitoring for performance evaluation and feed adjustments
  - A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H<sub>2</sub>S concentrations at the control point. Continuous atmospheric H<sub>2</sub>S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H<sub>2</sub>S concentration exceed a high level or average alarm set point.
- Liquid phase testing for performance evaluation and feed adjustments, to include sampling for:
  - Dissolved sulfide
  - Residual nitrate
  - pH
  - Temperature
- Optimization of chemical feed rates based on seasonal conditions and vapor phase data
- Routine Maintenance of the Bioxide® feed system
- Repair/Replacement of normal wear components to include:
  - Diaphragms
  - Tubing and barb fittings
  - All *major* replacement parts, such as complete pumps, y-strainers control and calibration cabinet components will be replaced with your prior approval and will be invoiced following the respective visit.
- A report will be issued to Pocono Twp and Brodhead Regional each month noting the following:
  - Beginning feed rate in ml/min, gal/day
  - Adjusted feed rate in ml/min, gal/day
  - Vapor phase data

# Pocono Mountain Council of Governments

112 Township Drive, Tannersville, PA. 18372 – Phone: (570) 629-1922 \* Fax: (570) 629-7325

- Listing of components replaced, repairs made (included every other month)
- General condition of the feed and storage equipment and recommendations (included every other month)

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

## PRICE

Evoqua is pleased to offer the following price for services for a one-year period, from date of contract acceptance. Pricing shall be subject to annual review following this initial period:

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

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

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

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

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

This price associated with this quote will remain in effect for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

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

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

**Evoqua Water Technologies LLC**

*Tom Patton*

Tom Patton  
Technical Sales Representative

www.evoqua.com

Q230210LF2r1

Page 2 of 5



RE: BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT  
POCONO TOWNSHIP, PA – PUMP STATION #5 AND  
BRODHEAD CREEK REGIONAL AUTHORITY, PA - WATER TOWER INJECTION POINT AND  
HEADWORKS  
Evoqua Quote No. Q230210LF2r1

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

Company Name: POCONO TOWNSHIP  
This 12 day of NOV Month 2023 Year  
By: [Signature]  
Title: Public Works Director  
P.O. Number: N/A

## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

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

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

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

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

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





June 25, 2024

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

**RE: BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT  
POCONO TOWNSHIP, PA – PUMP STATION #5 AND  
BRODHEAD CREEK REGIONAL AUTHORITY PA - WATER TOWER INJECTION POINT AND  
HEADWORKS  
Evoqua Quote No. Q240625TP1**

Dear Mr. Briegel:

Evoqua Water Technologies LLC values your business, and we look forward to working with you in the years to come. Evoqua would like to extend the current pricing of \$1,100 per month to maintain and optimize the Bioxide® feed system at PS #5 and the Water Tower Injection Point. A long with monitoring the liquid phase sulfide levels at the ARV just prior to the Water Tower Injection Point and monitor the atmospheric sulfide levels at the Brodhead Creek Regional Authority WWTP Headworks. To ensure proper system operation and maintain the desired treatment goals, Evoqua would like to propose the on-going service program listed below. This contract term is from May 12, 2024 to May 11, 2025.

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

- Vapor phase monitoring for performance evaluation and feed adjustments
  - A VaporLink® monitor shall be deployed for continuous remote monitoring of atmospheric H<sub>2</sub>S concentrations at the control point. Continuous atmospheric H<sub>2</sub>S data will be made accessible through Evoqua's Link2Site® website, which can be viewed through any device with an internet connection. The VaporLink® will also provide instantaneous alarms should the H<sub>2</sub>S concentration exceed a high level or average alarm set point.
- Liquid phase testing for performance evaluation and feed adjustments, to include sampling for:
  - Dissolved sulfide
  - Residual nitrate
  - pH
  - Temperature
- Optimization of chemical feed rates based on seasonal conditions and vapor phase data
- Routine Maintenance of the Bioxide® feed system
- Repair/Replacement of normal wear components to include:
  - Diaphragms
  - Tubing and barb fittings
  - All *major* replacement parts, such as complete pumps, y-strainers control and calibration cabinet components will be replaced with your prior approval and will be invoiced following the respective visit.
- A report will be issued to Pocono Twp and Brodhead Regional each month noting the following:
  - Beginning feed rate in ml/min, gal/day
  - Adjusted feed rate in ml/min, gal/day
  - Vapor phase data

- Listing of components replaced, repairs made (included every other month)
- General condition of the feed and storage equipment and recommendations (included every other month)

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

## PRICE

Evoqua is pleased to offer the following price for services for a one-year period, effective May 12, 2024 to May 11, 2025. Pricing shall be subject to annual review following this initial period:

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

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

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

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

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

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

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

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

Sincerely,

**Evoqua Water Technologies LLC**

*Tom Patton*

Tom Patton  
Technical Sales Representative

RE: BIOXIDE® FEED AND STORAGE SYSTEM ANNUAL SERVICE CONTRACT  
POCONO TOWNSHIP, PA – PUMP STATION #5 AND  
BRODHEAD CREEK REGIONAL AUTHORITY PA - WATER TOWER INJECTION POINT AND  
HEADWORKS  
Evoqua Quote No. Q240625TP1

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

Company Name: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ Year

By: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

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

## EVOQUA WATER TECHNOLOGIES LLC

### Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.



9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



YOUR GOALS. OUR MISSION.

June 26, 2024

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

**SUBJECT: PUMP STATION 5, BIOXIDE REPLACEMENT TANK  
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
T&M PROJECT NO. POCS-00013**

Dear Mr. Briegel:

As you are aware, the 4,500-gallon Bioxide storage tank at Pump Station 5 has failed and you had requested that we obtain quotes for a replacement tank system. As part of this replacement review, it has been determined that the usage rate model originally contemplated for Pump Station 5 is outdated and it is expected that the facility will utilize much less Bioxide than previously thought. As a result, we have determined that a reduced tank size of 2,500 gallons will be adequate to meet the needs of the facility.

We have received two (2) quotes for a new 2,500-gallon tank from Design Plastic Systems, Inc. and Xylem, the current supplier of Bioxide. The quotes are attached for your reference and are as follows:

1. Design Plastic Systems, Inc.: Total Estimated Cost \$29,898.00
2. Xylem, Inc.: Total Estimated Cost \$45,968.00

In consideration of the above costs, we recommend that the Township procure the Design Plastic Tank for an estimated cost of \$29,898.00.

If you should have any questions regarding the above comments, feel free to contact our office.

Sincerely,

Michael E. Gable, P.E.  
Sanitary Sewer Engineer

MEG/arm

Encl:

cc: Jerrod Belvin – Pocono Township  
G: Projects POCS 00013 Correspondence Replacement Tank Recommendation.docx



May 9, 2024

**T and M Associates**

74 West Broad Street, Suite 300  
Bethlehem, PA 18018  
Phone: (610)234-4237  
Email: mgable@tandmassociates.com

Attention: Mike Gable

Subject: 2500 and 4500 Gallon Double Wall Tanks for Bioxide Service  
QT# 24S-SN0509-24 rev1 – *added option for installation*

In accordance with your request, we are pleased to offer the following proposal. Our proposal is strictly limited to the scope of work described below. Any changes to this scope or terms may require a revised bid.

**SCOPE OF WORK:**

**BHF = Bulkhead Fitting**

**DBF = Double Bolted Flange**

QTY	Tank 1 Description	Ext Price
1	Snyder Industries 2500 Gallon Double Wall, Vertical Storage Tank, Natural Color	\$13,527.00
	1.9 SG, HDLPE, 102" dia., 124" h	+ freight
	18" PE Threaded / Vented Manway, 15" Access Opening	
	3" PVC U-Vent with Mesh Screen (Vent, Top Flat)	
	2" PVC External Fill Assembly, Ground Supported (Fill, Top Flat)	
	2" PVC BHF (Spare, Top Flat)	FOB
	2" PVC DBF w/ Siphon Tube, UFO Transition Fitting & HDLPE Flexmaster (Drain, Side)	Philippi, WV
	2" PVC BHF (Overflow, Side Top)	
	2" PVC BHF (Containment Drain, Containment Side Only)	
	Hydrostatic Testing and ASTM QA Documentation	
	Protective Wrap for Shipping	
	Standard Snyder Warranty (Attached)	
1	Option: Ultrasonic Level Indicator	\$2,257.00
1	Option: Leak Detection Sensor with Audible and Light Alarms	\$1,735.00
1	Option: Reverse Float Level Indicator with Calibration Board	\$2,304.00
1	Option: 304SS Nameplate with Welded-On Mounting Block	\$575.00
1	Estimated Freight (NOT Firm) to Pocono Township, PA 18372	\$1100

QTY	Tank 2 Description	Ext Price
1	Snyder Industries 4500 Gallon Double Wall, Vertical Storage Tank, Natural Color	\$23,914.00
	1.9 SG, HDLPE, 102" dia., 199" h	+ freight
	18" PE Threaded / Vented Manway, 15" Access Opening	
	3" PVC U-Vent with Mesh Screen (Vent, Top Flat)	
	2" PVC External Fill Assembly, Ground Supported (Fill, Top Flat)	
	2" PVC BHF (Spare, Top Flat)	FOB
	2" PVC DBF w/ Siphon Tube, UFO Transition Fitting & HDLPE Flexmaster (Drain, Side)	Lincoln, NE
	2" PVC BHF (Overflow, Side Top)	
	2" PVC BHF (Containment Drain, Containment Side Only)	
	Hydrostatic Testing and ASTM QA Documentation	
	Protective Wrap for Shipping	
	Standard Snyder Warranty (Attached)	
1	Option: Ultrasonic Level Indicator	\$2,257.00
1	Option: Leak Detection Sensor with Audible and Light Alarms	\$1,735.00
1	Option: Reverse Float Level Indicator with Calibration Board	\$2,651.00
1	Option: 304SS Nameplate with Welded-On Mounting Block	\$575.00
1	Estimated Freight (NOT Firm) to Pocono Township, PA 18372	\$2400

QTY	Installation of New Captor Tank	Ext Price
1	Install New 2500 or 4500 Gallon Captor Tank <ul style="list-style-type: none"> <li>• Offload and Set Tank in Place with Crane</li> <li>• Connect Tank Fittings to Existing Piping</li> <li>• All Electric by Others</li> <li>• Pocono Township to Have Removed Existing Tank and Prepared Concrete Foundation (Clean, Smooth and Level) Prior to Field Crew Arrival on Site</li> </ul>	\$8,400.00

**TERMS:**

1. Current shipment could be made approximately 6 – 8 weeks after receipt of a signed, unqualified approval drawing. Please note that shipment times are subject to change.
2. All prices are FOB shipping point with NO FREIGHT INCLUDED. Freight will be pre-paid and added to the invoice or you can provide your own carrier.
3. Manufacturer's storage fees will be assessed if tanks are not picked up or released for immediate shipment within 30 days of tank completion.
4. Federal, State and Local taxes are NOT INCLUDED.
5. All tank orders are non-cancelable and non-returnable.
6. Payment terms are net 30 days upon approved credit with no retainage.
7. **Price is valid for a period of 30 days for shipment within 90 days.**
8. Design Plastic Systems standard terms and conditions apply (see attached) and our pricing is solely based on these terms.
9. All warranties are by the tank manufacturer.

Sincerely,  
 DESIGN PLASTIC SYSTEMS

Maryalice Snarponis

Cc: Erick Shaw

## DESIGN PLASTIC SYSTEMS, INC. – STANDARD TERMS AND CONDITIONS

1. **TERMS:** Design Plastic Systems, Inc.'s (hereinafter referred to as "Seller") pricing is based solely upon these terms and conditions, the terms on Seller's proposal/quote and any other supplemental terms which are referenced within Seller's proposal. **Seller shall supply the materials/perform the work described in Seller's proposal in accordance with these terms and conditions only.** Any additional terms and conditions contained within, or referenced within, Buyer's purchase order/subcontract, the prime/principal contract (if applicable) or any other terms, conditions or provisions inconsistent with those stated herein shall be deemed ineffective. It is mutually agreed that all terms, conditions and provisions appearing on, attached to, or referenced within the Buyer's purchase order (or other similar form of agreement) except the description and specification of goods ordered (quantity, order number, shipping address and tax exemption certificate), shall be ineffective, and in lieu thereof, the terms and conditions stated herein shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. The following actions shall not be construed as an acceptance or approval of any terms, provisions, conditions or requirements contained within or referenced within any such purchase order, contract or other similar document of Buyer or other third party: an acknowledgement of any such order or other communication (whether written or electronically), the commencement of shop drawings, the fabrication of (or ordering of) products/materials, the signing of Buyer's purchase order/subcontract etc., the making of deliveries pursuant thereto or the performance of any other services. There shall be no other form of acceptance of other terms and conditions, and, no waiver, alteration or modification of the terms and conditions herein shall be binding unless by separate written agreement, signed by both parties, which specifically describes the Seller's agreement to allow modifications and departures from Seller's standard terms and conditions. If Seller is required to provide pricing to a third party website or directly to Buyer in a format that prevents Seller from sending a proposal and these terms and conditions, it is understood that Seller's pricing is in accordance with Seller's terms and conditions only. Similarly, if Seller is required to provide digital/electronic signatures and/or the Buyer has prevented Seller from attaching any additional documents, making changes, referencing the proposal or signing in accordance with Seller's proposal, terms and conditions and clarifications, it is understood that Seller's signature upon the document is made for the purpose of confirming the order and for receipt of payment only. Seller's signature does not indicate agreement or intent to comply with additional terms and conditions. Seller reserves the right to provide written signatures in lieu of digital signatures (DocuSign etc.) Any document that Buyer later requires to be executed in order to induce payment, delivery or work that attempts to void the terms and conditions contained herein, or on Seller's proposal, is signed in accordance with Seller's terms and conditions only.
2. **SCOPE OF WORK:** Seller's proposal is Seller's interpretation of the project. Seller's scope of work is limited to the materials and/or services described in Seller's proposal. Seller does not guarantee compliance with any other documents. There are no additional responsibilities, representations, duties, obligations, submittals, warranties/guarantees, services, approvals, or work included in Seller's proposal or pricing, including, but not limited to, field measurements, certifications, testing, inspections, engineering, as-builts, supervision/protection, bonds, overtime work, verification/investigation of site or field conditions, permits, licenses, clearances, coordination, meetings, reports, onsite work/installation (unless specifically listed in Seller's proposal), compliance with codes, regulations, audit rights, ordinances, LEED requirements, Buy American requirements, safety documents or samples. Compliance with any additional terms, conditions, responsibilities, specifications, plans, drawings, addenda, modifications, statutes, manuals, documents, etc. is the responsibility of Buyer, unless specifically included in Seller's proposal. The forwarding of project drawings, plans, specifications, contract documents, ftp sites/dropbox links, etc. or other documents does not confer or shift liability to Seller to review and/or comply with the documents. **UNLESS SPECIFICALLY INCLUDED IN SELLER'S PROPOSAL,** Buyer is responsible for: (1) review and compliance with additional drawings, terms, conditions, specifications, plans, bid documents, documents, contract documents, addenda, etc., (2) determining/discovering errors and omissions, defects, discrepancies, deviations, inconsistencies, omissions, substitutions, etc., (3) reviewing field conditions and providing/verifying field measurements/dimensions and (4) coordination. Seller's work is not subject to, and Seller cannot guarantee compliance with any additional requirements, especially those which are either presented after Seller has provided their proposal, or those that are never presented to Seller.
3. **ACCEPTANCE:** All proposals are offered for prompt acceptance and are subject to change without notice. Pricing is valid for a period of 30 days, or as otherwise noted on Seller's proposal. Buyer's acceptance may be in the form of a verbal or written direction to proceed, the issuance of a letter of intent, purchase order or other similar document, approval of shop drawings, release for fabrication or signature upon Seller's proposal. Buyer's acceptance confirms (1) approval of Seller's proposal, (2) Buyer's approval of the materials for Buyer's intended application, (3) Buyer's agreement to these terms and conditions and (4) indicates Buyer's desire to purchase the goods/services and make full payment for them.
4. **SERVICES:** If Seller's proposal includes services, all work is non-union, open shop. Additional charges may apply if Seller is later informed of prevailing wage status or other site restrictions/requirements. Scheduling of on-site services is subject to on-site conditions, weather conditions, receipt of full initial payment (if applicable), governmental restrictions, COVID-19 restrictions and crew availability.
5. **SHOP DRAWINGS:** If included in Seller's proposal, one (1) set of electronic shop drawings is included in Seller's pricing. Any revisions will increase lead time and may be subject to a price adder. When completed, shop drawings will be forwarded to Buyer for review and approval. Buyer is solely responsible to review the shop drawings and confirm compliance with any additional terms, conditions, requirements, drawings, plans, specifications, etc., as the materials/services will be provided/completed in accordance with the approved shop drawings only.
6. **ADDITIONAL WORK & ALTERATIONS:** Should Buyer request a change to the work, including, but not limited to, design, material, quantity, delivery date or any other additional work, or should Buyer otherwise delay or interrupt the progress of work hereunder, then Seller shall be reimbursed for the additional expenses. Any additional work may be subject to a price adder and/or extension of time. Additional work is not subject to approval by others. For custom materials with shop drawings, Seller cannot accept changes after receipt of drawing approval.
7. **CHANGE ORDERS:** All change orders shall be paid net 30 days with no exceptions. Change orders are not subject to approval by a third party.
8. **CANCELLATIONS:** When an order is placed with Seller, the order is not subject to cancellation except upon such express terms as will satisfy all losses or costs incurred, commitments undertaken to date of cancellation and Seller's proportionate profit on work done. Reinstatement of cancelled orders shall be on renegotiated basis, subject to then current conditions following satisfaction of all cancellation charges. All custom and fabricated products are non-cancellable. Any cancellation charges are to be paid net 30 days firm.
9. **TAXES, PERMITS, LICENSES & FEES:** **As stated on the face of Seller's proposal, tax has not been included in Seller's pricing and all taxes on this transaction will be paid by the Buyer,** whether or not billed, collected by or charged by Seller, unless valid exemption certificates are furnished by Buyer. Delays in supplying tax exempt certificates may be subject to penalty (to be paid by Buyer). If Seller agrees to obtain any additional permits, licenses, site specific requirements, PPE, clearances, credentials or fees which are not included in Seller's proposal, Buyer shall pay all costs associated with obtaining those within 30 days and acknowledges and agrees to all time delays associated with same.
10. **PAYMENT TERMS:** Payment terms shall be Net 30 days with approved credit, unless otherwise noted on Seller's proposal, acknowledgement and/or invoice. No cash discount is to be taken on transportation, tax or special handling charges. Cash discounts must be pre-approved by Seller in writing. Payment shall not be subject to additional contingencies, third party payment companies, additional Buyer payment procedures, two party checks, trust funds, submittals not included in Seller's scope of work or approvals and shall not be withheld. **Seller does not accept "pay when paid" clauses or retainage.** Buyer is responsible for full payment; Seller does not agree to assume the risk of non-payment by any third party. **Payment by credit card will have a 3% convenience fee added to the total.**
11. **LATE PAYMENTS:** All overdue unpaid balances will be charged 1 ½ % interest per month (or part thereof). Additionally, Seller reserves the right to hold shipment and/or installation of any product if Buyer's account is not current.
12. **DELIVERY & DELAYS:** Seller does not accept "Time is of the Essence" clauses (or similar clauses of the same meaning which assign penalties for missing deadlines, delays or delayed shipment), however, Seller always endeavors to perform in a timely manner. Estimated lead times are contained within Seller's proposal. Shipment/installation will be made as near specified date as possible. Seller does not guarantee delivery dates, installation dates, completion dates or submittal lead time for standard or custom products. Additionally, Seller cannot guarantee compliance with any project/construction schedules, cannot expedite fabrication/shipment/installation and does not accept liability for missing deadlines/delays, especially for materials/installation projects where Seller's lead time is contingent upon receipt of unqualified, signed approval drawings and release by Buyer. Seller is not liable for any delays, including those arising from acts of God, strikes, accidents, lock-outs, global pandemics, quarantines, casualties, the intervention of governmental agencies, fires, floods or any other cause beyond Seller's control.

13. DELAYS BY BUYER: If Buyer delays the manufacture or shipment of materials, or installation/other services for a period of more than thirty days, Seller reserves the right to place the materials in storage and to invoice the Buyer for all storage and other costs incurred, including lost profits, equipment rentals and the completed materials. If the materials are custom, the Buyer will receive an invoice for the full amount of the materials, as well as the other fees and costs listed above, to be paid net 30 days firm.

14. TRANSIT DAMAGE: All materials are shipped F.O.B. shipping point with any claims for damages in transit to be made in writing by Buyer to the transportation company within 24 hours of receipt. Seller has no responsibility for freight claims, damaged goods or replacements.

15. RETURNED GOODS: Seller will not accept return goods without prior written authorization by Seller. All custom or fabricated materials are non-returnable and non-cancellable. Any restocking fees or credits will be at Seller's sole discretion. All returns are subject to inspection by Seller.

16. WARRANTIES/GUARANTEES: Seller makes no warranties or guarantees which extend beyond the description herein. In no event shall the obligation of Seller extend beyond the repair or replacement of any material(s) sold by Seller, which proves to have been defective, and the obligation shall only apply if the material(s) is returned to the destination (designated by Seller) with all transportation charges prepaid and is found upon inspection to have been defective. All material warranties are limited to the warranty supplied by the manufacturer/supplier and run from date of shipment from the factory. Seller warrants all new installations for one (1) year from date of initial installation (unless Seller's proposal provides additional information/options). All repair work will be done as a 'best efforts repair' and is not warranted by Seller. The warranty for this proposal is only valid if full payment has been received per Seller's payment terms. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Written notice of claimed defects must be given by the Buyer to the Seller within five (5) days after delivery and/or Seller's installation. Seller makes no representations as to existing conditions and there are no other warranties or guarantees included in Seller's pricing.

17. LIMITATION OF LIABILITIES: In no event shall Seller be liable for liquidated damages, punitive damages, special damages, consequential damages, attorneys' fees, costs, back charges, fees, penalties, losses, liabilities, expenses, interest or other damages. Seller's liability on any claim (including but not limited to negligence, breach of contract or indemnification) arising out of or connected with the project or Seller's terms and conditions shall not exceed the price in Seller's proposal. Seller does not accept responsibility for the inaccurate work of others.

18. INSTALLATION: All materials in Seller's proposal shall be installed by Buyer, and at Buyer's expense, unless installation/onsite work is specifically listed in Seller's proposal (and Buyer elects the installation option) or the parties agree to installation later by separate written agreement. If installation is included in the proposal, Seller's pricing is based on one mobilization/trip to the field, unless otherwise indicated. If additional trips or onsite modifications are required, they will be subject to a price adder and time extension (to be paid net 30 days).

19. PATENT PROTECTIONS: If items are manufactured in accordance with designs, blueprints, drawings, samples, specifications, etc. that are supplied by Buyer, the Buyer shall indemnify and save Seller harmless from any and all claims, damages, costs, expenses, injuries or losses arising out of claims of Patent infringement because of manufacture, use or sale of such products. Seller shall indemnify Buyer from 3<sup>rd</sup> party patent litigation on those items of its design, purchase or resale.

20. OFF QUANTITIES: With respect to all items manufactured in accordance with designs, blueprints, drawings, samples, specifications or any product run supplied by Buyer, Buyer will accept under and over runs on each item not exceeding 10% of the quantities ordered and the billings are to be adjusted accordingly.

21. BLANKET ORDERS: All blanket orders for materials specially ordered by Seller for Buyer will be accepted on a non-cancellable basis. If, for any reason, open balances of such orders are not released by Buyer or if a blanket order is not renewed within one year, Seller shall have the option to invoice in full (without release or shipping instructions) for any outstanding balances.

22. BACK CHARGES/SET OFF: In no event shall Seller, or any of Seller's vendors, be liable for back charges without both prior written notice from Buyer and written pre-authorization by an officer of Seller. Back charges are not applicable if Buyer's account is not paid in full and there is no right of set off.

23. LIEN WAIVERS: If required by Buyer, all lien waivers will be signed upon payment or contingent upon receipt of payment. Seller's signature is for purposes of confirming payment amount only. Any additional terms contained within these documents are not applicable and Seller's signature does not indicate agreement to any additional terms, conditions or documents.

24. INSURANCE: If proof of insurance is requested by Buyer, Seller shall supply their general coverage, listing the certificate holder as requested by Buyer. If any additional coverage is required beyond the Seller's general coverage, all costs to obtain coverage, the premiums and a 15% administrative fee will be added to the price in Seller's proposal. Any other modifications, if allowed by Seller's insurance company, may be subject to a price adder. A Notice of Cancellation is a \$300 price adder.

25. THIRD PARTIES: This agreement between by Seller and Buyer does not require that Seller be bound to, obligated to, or forced to assume any terms, conditions or responsibilities between Buyer and any third party.

26. THIRD PARTY PROGRAMS: Seller reserves the right to opt out of the use of third party billing, insurance or project management software. If later required to use these services, all costs will be paid by Buyer, in addition to a 15% administrative fee for compliance.

27. TITLE: Title to any and all goods/services furnished by Seller (or its suppliers) shall remain vested in Seller until Seller has received payment in full. Should Buyer fail to make payment in full for any goods/services in the manner provided by Seller, Seller may repossess and take away said goods. For tax and insurance purposes, Buyer agrees to report and pay taxes and to provide adequate insurance on such products as though title hereto had vested in Buyer.

28. JURISDICTION/VALIDITY: These terms and conditions are to be governed and construed according to the laws of the State of Pennsylvania. If any of these conditions should be held invalid, the remainder of the conditions shall not be affected.

29. LEGAL RIGHTS/WAIVERS: Seller does not waive or limit any legal rights without consideration for the waiver. This includes Seller's right to appropriate legal action the right to file a lien, the right to a jury trial and/or forum non conveniens. Failure by Seller to enforce any provision in this document shall not constitute a waiver thereof.

30. EXECUTION/CONFLICTS: Seller's proposal becomes the entire contract and no agreement or understanding, oral, or written, in any way purporting to modify, replace or supersede the terms and conditions herein shall be binding on Seller, unless agreed to in accordance with Paragraph 1 (above). Seller does not agree that additional terms from the Buyer, or other third party, supersede, replace or succeed those contained herein. If Seller is required to sign documents supplied by Buyer, or other third party, especially those received after Seller's proposal has been sent, which conflict with Seller's provisions, Seller's provisions apply. Any terms or conditions contained in any purchase order or subcontract that appear to be an 'offer' for Seller to accept with Buyer's terms and conditions (especially those that are not subject to change and different from what was quoted) and Seller's pricing are rejected and Seller's terms and conditions apply. Any requirement to review or modify Buyer's terms and conditions will result in a price adder to be paid by Buyer net 30 days.

31. INDEMNIFICATION BY BUYER: To the fullest extent permitted by law, Buyer shall defend, indemnify and hold harmless Seller, and Seller's agents and employees, from and against all claims, damages, losses, liabilities and/or expenses of any nature, including but not limited to, reasonable attorneys' fees and court costs, arising out of or resulting from the operation, use, testing or any other action or omission in connection with the materials or work covered by this proposal, provided that any such claim, damage, loss, liability or expense is attributable to bodily or personal injury, sickness, disease or death, sustained by any person, or to injury to, damage of, or destruction of tangible property (other than the materials or work themselves), including the loss of use, but only to the extent caused directly or indirectly by the Buyer, its sub-contractors, anyone directly or indirectly employed by them, any persons connected with the Buyer, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, liability or expense is caused in part by Seller or any other party indemnified hereunder.

32. INDEMNIFICATION BY SELLER: If indemnification obligations are later required and agreed to by Seller, Seller's obligations shall be limited to the following: Any indemnification obligations shall be limited to the proportionate amount of fault of Seller (as determined by a court of competent jurisdiction), as Seller's insurance carrier will not allow Seller to assume responsibility for the negligent acts of others. In no event shall Seller indemnify, defend, or hold harmless any indemnified parties for their own acts of negligence, their sole negligence or strict liability and/or liability stemming from the same. Indemnification shall be limited by limitations on the amount or type of damages, compensation or benefits payable by or for Seller and Seller's employees, under worker's compensation acts, disability benefits acts or other employee benefit acts. Seller cannot waive any immunity or defense afforded by any Worker's Compensation Act or other immunities that would provide a defense for indemnification of Seller's employees' claims. Any liability shall not exceed the total value of the proposal.

**From:** [Patrick Briegel](#)  
**To:** [Michael E. Gable](#)  
**Subject:** FW: Tank Pricing  
**Date:** Tuesday, May 28, 2024 4:40:30 PM  
**Attachments:** [image001.png](#)

---

See below...

**From:** Patton, Thomas W <thomas.patton@xylem.com>  
**Sent:** Friday, January 12, 2024 4:51 PM  
**To:** Patrick Briegel <pbriegel@poconopa.gov>; mgable <mgable@lvlengineers.com>  
**Cc:** Hepner, Seth W <seth.hepner@xylem.com>; Hazewski, John L <john.hazewski@xylem.com>  
**Subject:** Tank Pricing

Pat and Mike,

I know you guys have waiting a long time for this and my apologies. I want to address some concerns with the present system.

1. Existing system is designed for high instantaneous feed rates.
2. Existing Encore pumps will not operate efficiently with the decreased flows of the jockey pumps.
3. Fairly confident based on the vapor link data that we do not need those pumps.
4. The PLC is no supported by Siemens and is obsolete unfortunately.

However, we can use the existing system, but we can't guarantee how well the system will work with the jockey pumps.

I am working to get confirmation if we can put smaller heads on the pumps to work with the reduced flow rates. As discussed before, to be able to use up the existing chemical with the jockey pumps online, we can tee off the existing quill to do a Wetwell feed. If we can't put smaller heads on the pumps, we can still use the existing system, not sure how consistent the feed will be. Things needed for a Wetwell feed.

1. Flow signal for the jockey pump
2. Hole drilled for running tubing into the Wetwell.

Due to the decreased feed rate, we can reduce the size of the tank.

### **OPTION 1) REPLACEMENT TANK (FOR EXISTING SYSTEM)**

#### **SCOPE OF SUPPLY**

- (1) 2550 Gallon DW Tank
- (1) Mechanical Level Indicator

Base Price: \$39,266  
Install Adder: \$6,702

-

-

**OPTION 2) WET-WELL DRIP FEED SYSTEM (STANDARD)**

**SCOPE OF SUPPLY**

- (1) 2550 Gallon DW Tank
- (1) Pressure Transducing Sensor
- (1) Mechanical Level Indicator
- (1) Leak Detection System
- (1) VDLT Chemfeed Bellows System
- (2) Bellows Pumps
- (1) Startup Services
- (1) First Fill of BIOXIDE

Base Price: \$90,544  
Install Adder: \$7,773

**OPTION 3) FORCE MAIN INJECTION SYSTEM (STANDARD)**

**SCOPE OF SUPPLY**

- (1) 2550 Gallon DW Tank
- (1) Pressure Transducing Sensor
- (1) Mechanical Level Indicator
- (1) Leak Detection System
- (1) VDLT Safe-L System
- (2) Sigma 1 Control Pumps
- (1) Force Main Injection Quill
- (1) Startup Services
- (1) First Fill of BIOXIDE

Base Price: \$124,594  
Install Adder: \$7,773

Thank you for your patience and continued business.

Tom



Tom Patton  
Technical Sales Representative  
Municipal Services

Xylem  
110 Carroll Drive  
New Castle  
M: +1 302 577 0050





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

G:\Projects\POCO\00158\Correspondence\InspectorRecommendation.docx

LAW OFFICES  
BROUGHAL & DEVITO, L.L.P.

38 WEST MARKET STREET  
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL  
LEO V. DEVITO, JR.  
JOHN S. HARRISON  
JAMES F. PRESTON\*  
LISA A. PEREIRA\*  
ERIKA A. FARKAS  
ANTHONY GIOVANNINI, JR.

\*ALSO MEMBER NEW JERSEY BAR

TELEPHONE  
(610) 865-3664

FAX  
(610) 865-0969

E-MAIL  
lawyers@broughal-devito.com

WEBSITE  
www.broughal-devito.com

June 26, 2024

**VIA ELECTRONIC MAIL**

Pocono Mountains Media Group  
511 Lenox Street  
Stroudsburg, PA 18360

**RE: Pocono Township- Advertisement of Legal Notice  
Local Agency Hearing – Classic Quality Homes**

Dear Sir and Madam:

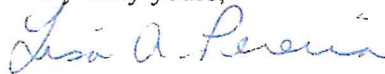
With respect to the above matter, enclosed please find a Legal Notice to be advertised two (2) times in your periodical on **Friday, June 28, 2024 and Friday, July 5, 2024.**

Please send proof of publication and the invoice to:

Jerrod Belvin, Township Manager  
112 Township Drive  
Tannersville, PA 18372

If you have any questions, please contact me. Thank you for your assistance in this matter.

Very truly yours,



Lisa A. Pereira

Enclosure

## LEGAL NOTICE

**NOTICE IS GIVEN** that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, will hold a public hearing, held pursuant to the Pennsylvania Local Agency Law, commencing at 6:00 p.m. on July 15, 2024, at the Pocono Township Municipal Building located at 112 Township Drive, Tannersville, Pennsylvania 18372 to consider the application of Classic Quality Homes for a waiver of Chapter 365, Stormwater Management, Article III, Stormwater Management, Section 365-10 of the Pocono Township Code of Ordinances. The applicants are seeking relief from the wetland buffer requirements. The subject property is known as Lot 610 Williams Lane, Pocono Township, Monroe County Tax Parcel I.D. No. 12.16.3.65. The subject property is located in the R-1 Residential Zoning District.

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

Leo V. DeVito, Jr., Esquire  
Township Solicitor

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Leo V. DeVito, Jr., Esquire  
Township Solicitor

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF POCONO, COUNTY OF MONROE, COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODE OF CODE OF CODIFIED ORDINANCES OF THE TOWNSHIP OF MONROE, CHAPTER 398 TAXATION BY ADDING A NEW ARTICLE VII WHICH ESTABLISHES A VOLUNTEER SERVICE CREDIT PROGRAM; ENACTS TAX CREDITS FOR VOLUNTEER MEMBERS OF VOLUNTEER FIRE COMPANIES; ESTABLISHES ADMINISTRATIVE PROCEDURES AND REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH.**

*WHEREAS*, the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania (the “BOC”), deem it appropriate to amend the Code of Codified Ordinances of the Township of Pocono (the “Code”) by adding a new Article VII to implement the provisions of Act 172 of 2016, Incentives for Municipal Volunteers of Fire Companies.

*WHEREAS*, the BOC, under the powers vested in them by the "First-Class Township Code", 53 P.S. §55101, et seq., as well as other laws of the Commonwealth of Pennsylvania, including Act 172 of 2016, do hereby ordain and enact the following amendment to the Code.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania as follows:

**SECTION 1.** Chapter 398 *Taxation* is hereby amended by adding a new Article VII *Incentives for Township Volunteers of Fire Companies* as follows:

**“ARTICLE VII Incentives for Township Volunteers of Fire Companies**

**§ 398-66. 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 listed under § 398-67.C of this article 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 (the "Act").

**ELIGIBILITY PERIOD** — The time frame when volunteers may earn credit under the Volunteer Service Credit Program.

**EMERGENCY RESPONDER** — A volunteer who responds to an emergency call with the entity listed under § 398-67.C of this article.

**EMERGENCY RESPONDER CALL** — Any emergency call to which a volunteer responds, including travel directly from and to a volunteer's home, place of business or another 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.

**STATE** — Commonwealth of Pennsylvania.

**TOWNSHIP** — Pocono Township, Monroe County, Pennsylvania.

**VOLUNTEER(S)** — A member of a volunteer fire company established by § 398-67.C of this article.

**§ 398-67. Volunteer Service Credit Program.**

A. Establishment. The Township hereby establishes a Volunteer Service Credit Program (the "Program"). The goal of the Program is to encourage membership and service in the Volunteer Fire Company as set forth in § 398-67.C of this article.

B. Program criteria. The Board of Commissioners of the Township 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; and
  - (c) 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; and
- (5) The total number of years the volunteer has served.

C. Eligible entities. The Volunteer Service Credit Program is available to residents of the Township who are volunteers of the Pocono Township Volunteer Fire Company of Monroe County (the "Volunteer Fire Company").

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 §§ 398-68 and 398-67.

- (1) For 2024, the eligibility period under the Volunteer Service Credit Program shall run from the effective date of this section until December 31, 2024; and



(2) For each subsequent year thereafter, the eligibility period shall run from January 1 until December 31.

E. Recordkeeping. The chief of the Volunteer Fire Company 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 the Board of Commissioners of the Township, the State Fire Commissioners and the State Auditor General. The chief, or supervisor, 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 Township no later than 45 days prior to the date the tax notices are sent each year. The chief or supervisor shall post the notarized eligibility list in an accessible area of the volunteer fire company's facilities.

F. Application. Volunteers that have met the minimum criteria of the Volunteer Service Credit Program shall sign and submit an application for certification to their chief or supervisor. The chief or supervisor shall sign the application if the volunteer has met the minimum criteria of the Volunteer Service Credit Program, and forward it to the Township Manager of the Township. Applications shall not be accepted by the Township after April 1 of each year.

G. Municipal review. The Township Manager of the Township shall review the application for credit under the Volunteer Service Credit Program and shall cross-reference them with the notarized eligibility list. The Board of Commissioners of the Township shall approve all applicants that are on the notarized eligibility list. All applicants approved by the Board of Commissioners of the Township shall be issued a tax credit certificate by the Township Manager of the Township.

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

- (1) Board of Commissioners of the Township;
- (2) Chief of the Volunteer Fire Company; and
- (3) Tax Collector for the Township.

I. Injured volunteers.

(1) An active volunteer that 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 the entity listed under § 398-67.C.

(2) An injured active volunteer shall provide documentation from a licensed physician with the application required under § 398-67.F, 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 active volunteer shall again be deemed an active volunteer for that tax year. An injured active volunteer shall only be deemed an active volunteer for a maximum of five consecutive tax years.

(3) An injured active volunteer shall annually submit the application required under § 398-67.F, 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 active volunteer shall again be deemed an active volunteer for that tax year. An injured active volunteer shall only be deemed an active volunteer for a maximum of five consecutive tax years.

### **§ 398-68. Earned Income Tax Credit**

A. Tax credit. Each active volunteer who has been certified under the Township Volunteer Service Credit Program shall be eligible to receive a tax credit of up to \$ [redacted] 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.**

(1) An active volunteer with a tax credit certificate may file a claim for the tax credit on the Township's earned income tax liability when filing a final return for the preceding calendar year with the Tax Collector for the Township.

#### **C. Rejection of tax credit claim.**

(1) The Tax Collector for the Township shall reject a claim for a tax credit if the taxpayer is not on the official tax credit register issued by the Township Manager.

(2) If the Tax Collector for the Township 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 § 398-70.A of this article.

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

### **§ 398-69. Real Property Tax Credit**

A. Tax credit. Each active volunteer who has been certified under the Township Volunteer Service Credit Program shall be eligible to receive a real property tax credit of [redacted] % of the Township tax liability on qualified real property (the "tax credit"). If the tax is paid in the penalty period, the tax credit shall only apply to the base tax year liability.

**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 Manager:

(a) A true and correct receipt from the Township real estate Tax Collector of the paid Township 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 Manager shall reject the claim for a Township real property tax credit if the taxpayer fails to provide the documents required under Subsection B(1).

(2) If the Township Manager 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 § 398-70.B.

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

**§ 398-70. Appeals**

**A. Earned income tax credit appeals.**

(1) Any taxpayer aggrieved by a decision under § 398-68.C of this article 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 § 398-68.C of this article shall follow the provisions of the Act of May 5, 1998, P.L. 301, No. 50, known as the "Local Taxpayers Bill of Rights."

B. Real property tax credit appeals.

(1) Any taxpayer aggrieved by a decision under § 398-69.C 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 § 398-69.C 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.' ”

**SECTION 2.** All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

**SECTION 3.** The provisions of this Ordinance shall be severable and if any provision thereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Township that this Ordinance would have been enacted had such unconstitutional, illegal or invalid provision(s) not been included herein.

**SECTION 4.** This Ordinance shall become effective within five (5) days of enactment.

**ENACTED AND ORDAINED** at a regular meeting of the Board of Commissioners of  
the Township of Pocono, County of Monroe on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**TOWNSHIP OF POCONO,  
MONROE COUNTY**

\_\_\_\_\_  
Jerrold Belvin  
*Township Manager*

\_\_\_\_\_  
Richard Wielebinski  
*President, Board of Commissioners*

**POCONO TOWNSHIP  
MONROE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2024 -**

**AN ORDINANCE OF THE TOWNSHIP OF POCONO, MONROE  
COUNTY, PENNSYLVANIA AMENDING THE POCONO TOWNSHIP  
CODE OF ORDINANCES CHAPTER 250 MAINTENANCE OF  
PROPERTIES; SECTION 250-13 PENALTIES AND REPEALING ALL  
ORDINANCES INCONSISTENT THEREWITH**

**WHEREAS**, the Board of Commissioners of the Township of Pocono has deemed it necessary to revise the Code of Ordinances of the Township of Pocono, Chapter 250 Maintenance of Properties by amending its § 250-13 Penalties for conformity with the Commonwealth of Pennsylvania's First-Class Township Code, 53 P.S. § 55101, et seq.

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

**SECTION 1.** Chapter 250 Maintenance of Properties; § 250-13 Penalties is deleted in its entirety and replaced as follows:

**“§ 250-13. Penalties.** Any Person in violation of this Chapter 250, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than One Thousand and 00/100 (\$1,000.00) Dollars plus costs, and in default of payment of said fine and costs, to a term of imprisonment not to exceed Ninety (90) days. Each day that a violation of this Chapter 250 continues, or each Section of this Chapter 250 continues shall constitute a separate offense.”

**SECTION 2. SEVERABILITY.** If a court of competent jurisdiction declares any provisions of this Ordinance to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provision of this Ordinance shall continue to be separately and fully effective.

**SECTION 3. REPEALER.** All provisions of Township ordinances and resolutions or parts thereof that are in conflict with the provisions of this Ordinance, are hereby repealed.

**SECTION 4. ENACTMENT.** This Ordinance shall be effective five (5) days after the date of passage.

**ENACTED AND ADOPTED** by the Board of Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**POCONO TOWNSHIP BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**JERROD BBELVIN**  
Township Manager

\_\_\_\_\_  
**RICHARD WIELEBINSKI**  
President, Board of Commissioners





Pocono Township  
112 Township Drive  
Tannersville, PA 18372  
P: 570-629-1922 F: 570-629-7325

Must submit original plus  
16 copies of Application, Plans, &  
Supporting Documentation

**APPLICATION FOR PUBLIC HEARING**

APPLICANT NAME: Donald Beaty

Mailing Address: 127 Crescent Lake Road Scotrun, Pa 18355

Phone Number: 732-910-1300

Email: dbeaty@dlbassociates.com

RECEIVED  
JUN 10 2012

PROPERTY OWNER NAME: Donald Beaty

Mailing Address: 127 Crescent Lake Road Scotrun, Pa 18355

Phone Number: 732-910-1300

POCONO TOWNSHIP

ATTORNEY (if represented): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

If Applicant is not the Property Owner, state Applicant's authority to submit this application: \_\_\_\_\_

ADDRESS OF SUBJECT PROPERTY: 127 Crescent Lake Road Scotrun, Pa 18355

PARCEL ID NO.: 12.16.1.8 ZONING CLASSIFICATION: R-1

PRESENT USE OF PROPERTY: Family dwelling

**APPLICATION MUST INCLUDE:**

- ✓ PROOF OF OWNERSHIP or PROOF OF AUTHORITY FROM OWNER TO SUBMIT APPLICATION
- ✓ SITE PLAN OF PROPERTY - SITE PLAN MUST BE DRAWN TO SCALE, INDICATING LOCATION AND SIZE OF IMPROVEMENTS, BOTH PROPOSED AND EXISTING, RELATION TO EXISTING STREETS OR ROADS, BUILDINGS, ETC.
- ✓ DOCUMENTATION IN SUPPORT OF THE APPLICATION
- ✓ REQUIRED FEE (see Township fee schedule)

THE APPLICANT HEREBY REQUESTS A PUBLIC HEARING BEFORE:

The Zoning Hearing Board (check all that apply):

- Appeal from a determination of a Municipal Official (complete section 1 only)
- Request for a Special Exception (complete section 2 only)
- Request for a Variance (complete section 3 only)
- Validity challenge to a land use ordinance (complete section 4 only)

The Board of Commissioners (choose one):

- Request for a Conditional Use (complete section 5 only)
- Appeal involving TDU Licensing Ordinance (complete section 6 only)

The UCC Board of Appeals:

- Appeal to UCC Board of Appeals (complete section 7 only)

1. Appeal of a determination of a Municipal Official:

a. The Municipal Official who made the determination from which this appeal is taken is:

Zoning Officer                       Municipal Engineer

b. Type of determination:

Zoning Ordinance                       Preliminary Opinion  
 Floodplain Ordinance                       Transfer of Development Rights  
 Stormwater Management                       Other (explain): \_\_\_\_\_

c. Attach a complete copy of the determination in question.

d. Describe why you believe the determination is erroneous: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Request for a Special Exception:

a. Type of use for which a Special Exception is requested: \_\_\_\_\_

b. The requested Special Exception is authorized by Chapter(s) \_\_\_\_\_

Section(s) \_\_\_\_\_ of the Pocono Township Code of Ordinances.



**7. UCC Board of Appeals:**

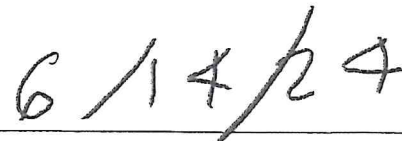
- a. What type of relief are you requesting?  
 a variance                      \_\_\_\_\_ an extension of time                      \_\_\_\_\_ appeal of BCO's decision (attach a copy)
- b. For an appeal of BCO's decision, which factor below best describes your contention:  
\_\_\_\_\_ the true intent of the Act or Code was incorrectly interpreted  
\_\_\_\_\_ the provisions of the Act do not apply  
\_\_\_\_\_ an equivalent form of construction is to be used
- c. For an appeal of BCO's decision, attach a complete copy of the decision in question.
- d. State the specific section(s) of the Act or Code from which relief is being sought.

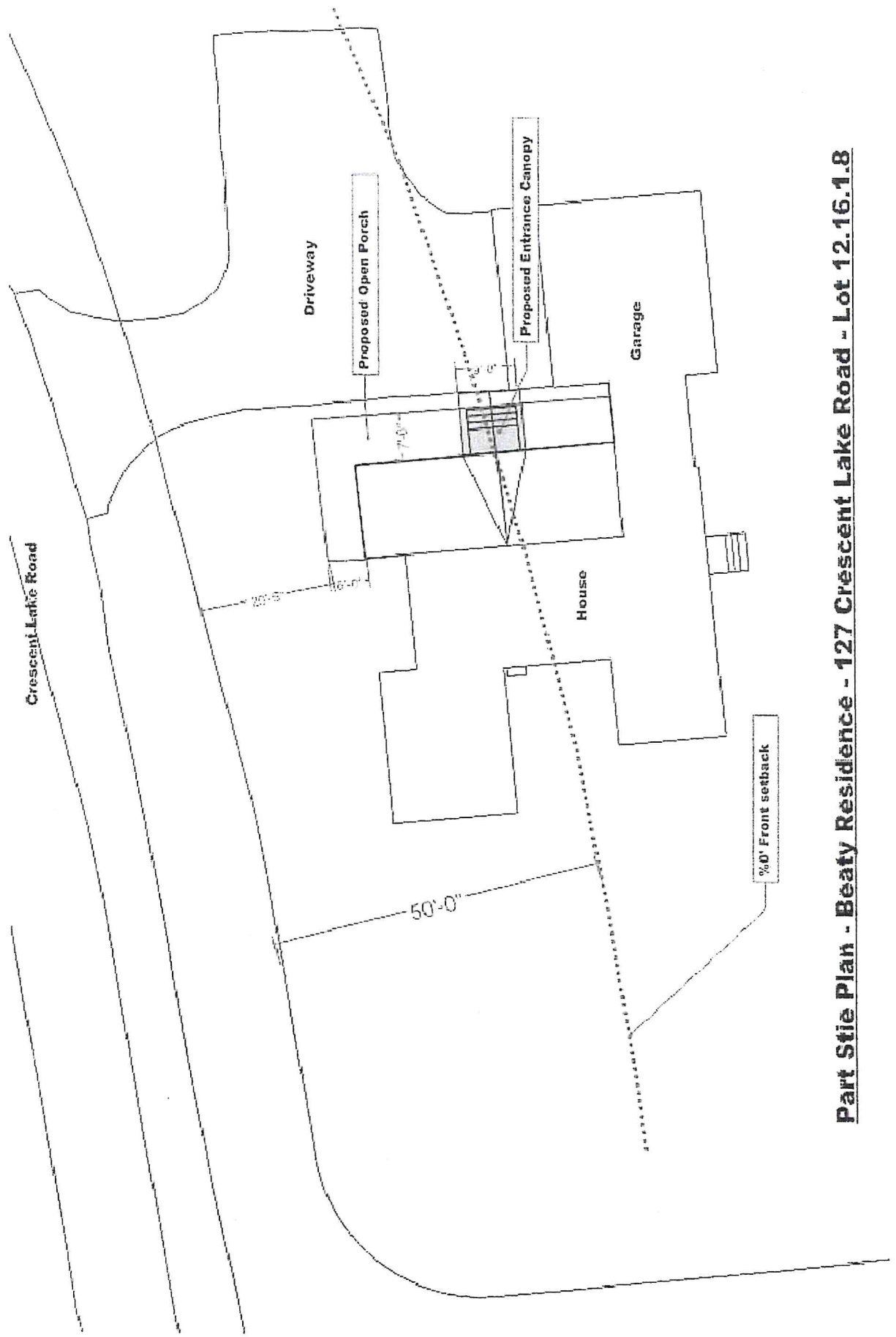
**Acknowledgement and Certification**

The Applicant acknowledges that all material and information submitted with this application will become the property of Pocono Township and will not be returned except as provided by the Pocono Township Code of Ordinances or by applicable law. The Applicant further agrees to reimburse Pocono Township for all costs incurred by the Township in processing this Application (including, but not limited to, filing fees and hearing costs) to the extent that the costs exceed the filing fee.

The Applicant hereby certifies that all information, data, and statements submitted on or with this Application are true and correct to the best of the Applicant's knowledge and belief.

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

  
\_\_\_\_\_  
DATE

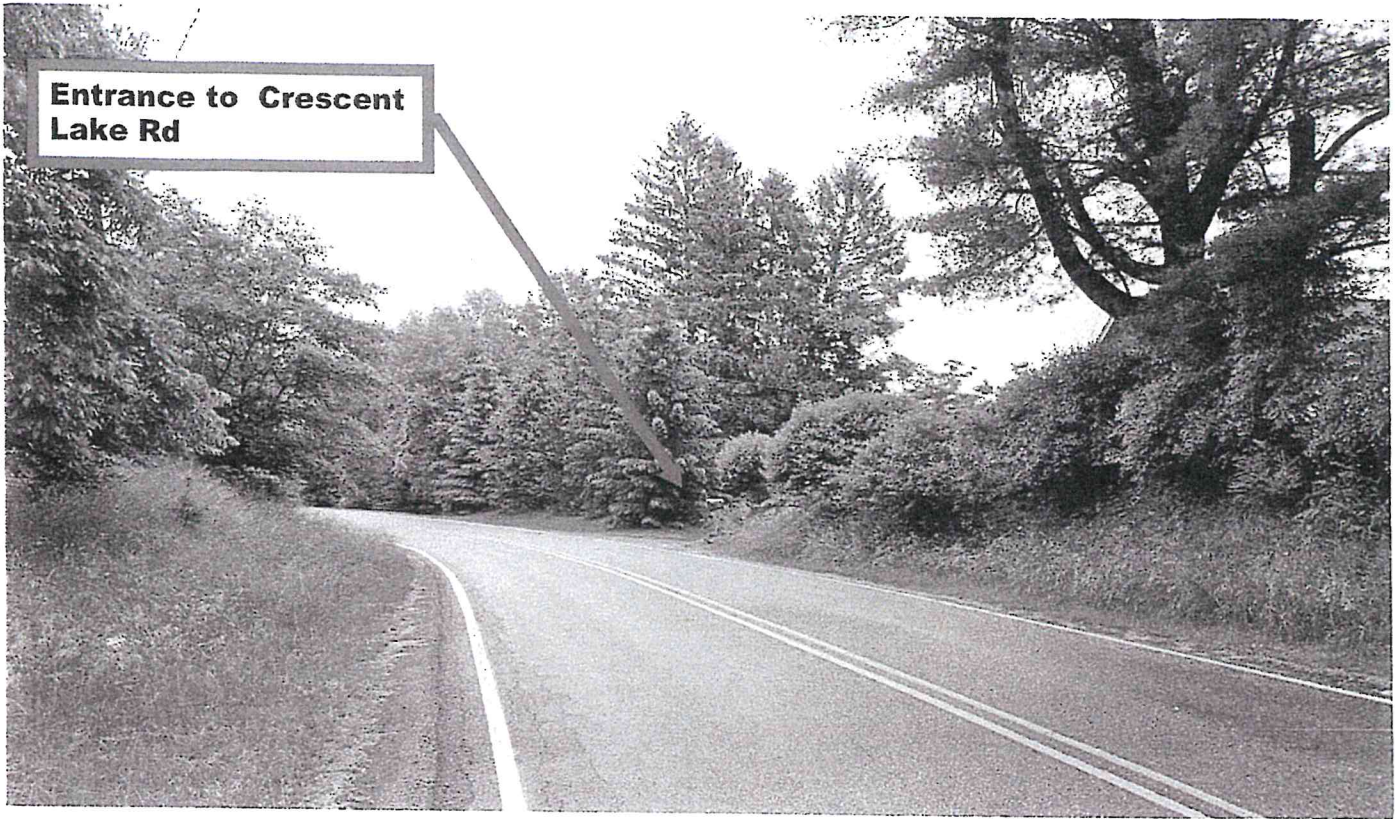


**Part Stie Plan - Beaty Residence - 127 Crescent Lake Road - Lot 12.16.1.8**

# Variance Impact on Neighbors



# Variance Impact on Neighbors



**Approaching 127 Crescent Lake Road from the west**

# Variance Impact on Neighbors



**Approaching 127 Crescent Lake Road from the east**



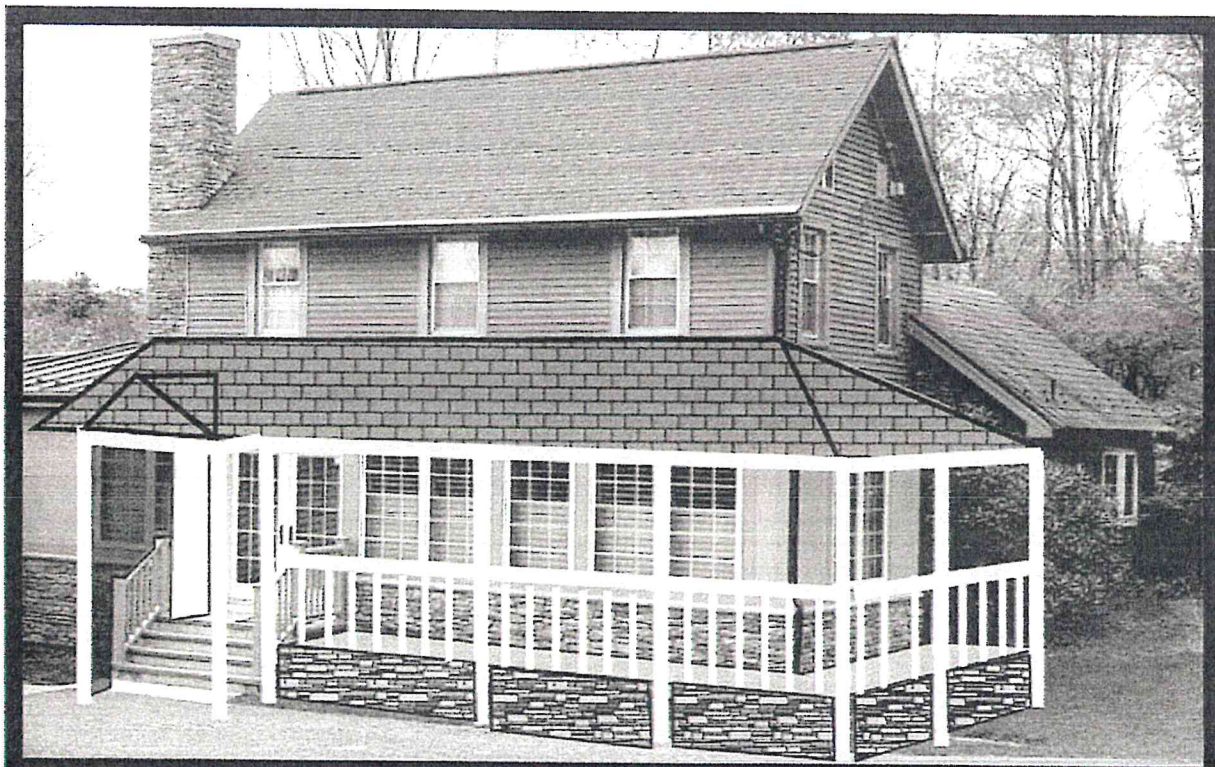
# Variance Impact on Neighbors



- 1. Berm between house & Crescent Lake Road acts as a visual screen**
- 2. First floor is below street level reducing the visual impact on the street & neighbors**



**Before Variance**



**After Variance**

PAYABLE TO PATRICIA J. BACHA  
 TAX POCONO TOWNSHIP TAX COLLECTOR  
 COLLECTOR SHINE HILL ROAD PO BOX 394  
 & MAIL TO: TANNERSVILLE PA 18372-0394  
 TAX COLLECTOR RECEIVING HOURS: BY APPOINTMENT  
 TELEPHONE 570-629-1378  
 PAYMENT DATE TO TAX COLLECTOR: DECEMBER 31, 2024  
 TAXES UNPAID WILL RETURN TO COUNTY TAX CLAIM BUREAU ON: JAN. 1, 2025

ACCOUNT #120942 BILL NUMBER: 000004 IN23A  
 BUILDING 5,240 LAND 0 ASSESSMENT 5,240

PARCEL NUMBER	DYPT	TYPE TAX	MILLS	% DISCOUNT	BASIC	10% PENALTY
12.16.1.8		CTY	3.2273		2.88	3.17
		FIR	0.201		0.18	0.20
		LIB	0.169013		0.15	0.17
		MUN	3.429		3.06	3.37
AMOUNT IF PAID BY			FEB 29, 2024	APR 30, 2024	DEC 31, 2024	
TOTAL TAX DUE			6.15	6.27	6.91	

TAXES BILLED HEREON ARE NOW DUE AND PAYABLE AND DEMAND FOR PAYMENT IS HEREBY MADE.  
 TAXPAYER BEATY DONALD L  
 NAME BEATY NORMA J  
 AND 21 VISTA PL  
 RED BANK NJ 07701  
 ADDRESS

TAX AMOUNT BASED ON ASSESSMENT x 17.00% X MILLAGE

IF PROPERTY SOLD OR TAXES PAID BY A MORTGAGE COMPANY FORWARD TO APPROPRIATE PARTY WITH LOAN NUMBER WRITTEN ON TOP OF BILL  
 RETURN ENTIRE BILL WITH A STAMPED SELF-ADDRESSED ENVELOPE WHEN REQUESTING A RETURN RECEIPT.  
 RECEIPT NOT VALID UNTIL CHECK CLEARS BANK.

PAYABLE IN UNITED STATES CURRENCY ONLY.  
 DATE RECEIVED \_\_\_\_\_ AMOUNT RECEIVED 6.15  
 PAYMENT RECEIVED BY # 3258  
 PAYMENT MADE AFTER DEC 15 MUST BE PAID BY CASHIER'S CHECK OR MONEY ORDER

LOT 3 PIN 12635403412317

DONALD L BEATY OR  
NORMA J BEATY  
21 VISTA PL  
RED BANK, NJ 07701-2331

3722

55-33/212 (U)  
90554

Date 6/14/27

Pay To The Order Of Seco no Township  
one thousand & 00/100

\$ 1,000.00 Dollars



BANK OF AMERICA

ACH RT 021200339

For Don L Beaty

For

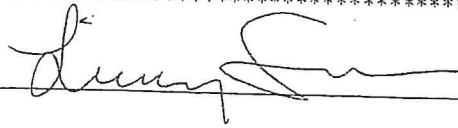
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THIS PAGE TO BE COMPLETED BY TOWNSHIP

\*\*\*\*\*

Reviewed by: 

Date completed application received: 6/20/24

\* Complete application includes all required copies and fees

Required Fee: \$ 1,000<sup>00</sup> Received: 6/19/24

Planning Commission hearing date: \_\_\_\_\_

Board of Supervisors hearing date: \_\_\_\_\_

Zoning Hearing Board hearing date: \_\_\_\_\_

UCC Board of Appeals hearing date: \_\_\_\_\_

Publication: \_\_\_\_\_ Notices: \_\_\_\_\_

Hearing: \_\_\_\_\_ Referred to Planning Commission: \_\_\_\_\_

Order: \_\_\_\_\_ Planning Commission Action: \_\_\_\_\_

NOTES:

Work Sheet

TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 2022-25

A RESOLUTION AMENDING THE TOWNSHIP FEE SCHEDULE FOR SUBDIVISION, LAND DEVELOPMENT, ZONING AND ZONING HEARING BOARD FEES, AND OTHER MISCELLANEOUS APPLICATIONS AND PERMITTING FEES, REPEALING AND REPLACING ALL PRIOR FEE RESOLUTIONS.

WHEREAS, the Board of Commissioners of Pocono Township desires to establish administrative fees, inspection fees and required escrows accounts in order to reimburse the Township for its costs in administering and enforcing its Subdivision and Land Development Ordinance, Zoning Ordinance, building codes and other chapters of the Pocono Township Code of Ordinances which requires inspections, reviews and approval processes related to permits and other land development activities; and

WHEREAS, on January 17, 2022, the Board of Commissioners of Pocono Township adopted Resolution No. 2022-04 setting forth a fee schedule for permits, inspections, applications and approvals; and

WHEREAS, the Board of Commissioners of Pocono Township has reviewed the Township's current fee schedule and desires to amend the fees contained therein.

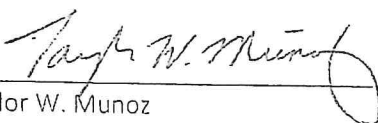
NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of Pocono Township, Monroe County, Pennsylvania, adopts the 2022 Fee Schedule set forth herein, which fee schedule shall be effective immediately.

All fees set forth in prior Resolutions which are inconsistent to the fees set forth herein are hereby repealed.

RESOLVED at a duly constituted meeting of the Board of Commissioners of the Township of Pocono on the 20<sup>th</sup> day of June, 2022.

ATTEST:

Township of Pocono  
Board of Commissioners

By:   
Taylor W. Munoz  
Secretary

By:   
Richard Wielebinski  
President

2022 POCONO TOWNSHIP FEE SCHEDULE

**I. SUBDIVISION AND LAND DEVELOPMENT**

All Subdivision/Land Development Applications shall require the following:

- An executed contract for Professional Services establishing the Professional Escrow Account.
- A Professional Escrow Account shall be established with the Township at the time of the Initial Plan Application. Township-incurred professional fees shall be billed in accordance with the attached professional fees schedule.
- When the balance of a Professional Escrow Account falls below 50% of the original amount, the applicant must replenish the account back to the original Escrow amount.

A. Formal Sketch Plan Review (Not Required)

1) Lot Line Adjustment/Minor Subdivision

Application Fee	\$300.00
Professional Escrow Account	\$2,000.00

2) Major Subdivision/Land Development Plan

Application Fee	\$500.00
Professional Escrow Account	\$2,000.00

B. Preliminary/Final Plan Submission (Required)

*Application fee not required if already paid for sketch plan review.*

1) Lot Line Adjustment — *Lot Consolidation (2 Lots) 2500 escrow (3+ Lots) 4000 escrow*

Application Fee	\$300.00
Professional Escrow Account	\$2,500.00

2) Residential Minor Subdivision/Land Development

Application Fee	\$500.00
Professional Escrow Account	\$3,500.00 <i>4,000</i>

3) Residential Major Subdivision/Land Development (Preliminary or Final)

	Application Fee	Escrow Amount	
10 or less Lots/Units		\$5,000.00	<i>10,000</i>
11-30 Lots/Units		\$10,000.00	<i>15,000</i>
31-99 Lots/Units	\$1,000.00	\$12,000.00	<i>20,000</i>
>99 Lots/Units	<i>2,000</i>	\$15,000.00	<i>25,000</i>

4) Non-Residential Land Development (Preliminary or Final)

	Application Fee	Escrow Amount	
2 Acres or Less	\$1,000.00 <i>2,000</i>	\$7,500.00	<i>10,000</i>
>2 to 10 Acres		\$10,000.00	<i>15,000</i>
>10 to 50 Acres		\$15,000.00	<i>20,000</i>
>50 Acres		\$20,000.00	<i>25,000</i>
Regional Impact Development		\$20,000.00	<i>25,000</i>

C. Plan Resubmission Fee 50% of Initial Fee

D. Planning Module Exemption Review & Processing \$150.00 *250<sup>00</sup>*

E. Joinder Deed (Lot Consolidation) *- Plus Bl* \$500.00

II. ZONING FEES

A. Non-Residential

1) New Construction & Additions

Application Base Fee \$200.00

Plus \$0.25 per sq./ft. up to 50,000 sq./ft. & \$0.10 per sq./ft. > 50,000 sq. ft.

2) Tenant Fit Out/Use Permit \$100.00

B. Residential

Minimum Permit Fee \$70.00

1) New Construction \$0.15/sq.ft. + \$50.00

2) Accessory Structure (garage/shed/etc.) \$0.15/sq.ft. + \$50.00

3) Mobile Home \$200.00

4) Above Ground Pool \$70.00

5) In Ground Pool \$100.00

6) Fence \$70.00

C. Certificates of Occupancy

1) Non-Residential and Residential over 200 sq. ft. \$50.00

2) Accessory Structures under 200 sq. ft. \$25.00

3) Each additional inspection after initial inspection \$50.00

D. Certificate of Non-Conformity \$200.00

F. Timber Harvest Permit

Application Fee \$100.00

Professional Escrow \$1,000.00



G. Zoning Determination

- 1) Residential \$75.00
- 2) Commercial \$75.00 per hour

III. SIGNS

- 1) Signs up to 100 sq./ft. \$100.00
- 2) Signs >100 sq./ft. \$100.00
- 3) Sign Plaza Plus \$1.00 per sq./ft. over 100 sq./ft. \$125.00  
Plus \$75.00 per individual sign

IV. STORMWATER MANAGEMENT & GRADING PERMITS

- Application Fee \$500.00
- Professional Escrow Account \$1,500.00 *3,000*

V. PUBLIC HEARING FEES

A. Zoning Hearing Board

- 1) Applications & Appeals \$1,000.00  
Plus cost of required transcription
- 2) Continuance Request by Applicant \$25.00  
Plus cost of required transcription
- 3) Special Exception \$1,000.00  
Plus \$75.00 per individual sign

B. UCC Appeals Board

- 1) Applications & Appeals \$1,000.00  
Plus cost of required transcription

C. Board of Commissioners

- 1) Conditional Use \$1,000.00  
Plus cost of required transcription
- 2) Rezoning or Zoning Ordinance Amendment \$1,000.00
- 3) Curative Amendment \$1,000.00
- 4) Liquor License Transfer Hearing \$1,000.00
- 5) Planned Residential Development \$1,000.00
- 6) Local Agency Appeal \$1,000.00

*A Professional Services Escrow may be required for reviews associated with a hearing before the Board of Commissioners.*

**VI. RESIDENTIAL BUILDING CODE FEES**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**VII. OTHER THAN RESIDENTIAL BUILDING CODE FEES**

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

**VIII. POLICE DEPARTMENT REPORTS/FEES**

A. Incident Report	\$15.00
	Plus \$0.25 per page over 60 pages
B. Traffic Accident Report	\$15.00
C. Alarm Permit Fee	\$15.00

**IX. ON LOT SEPTIC**

A. Septic Tank Abandonment	\$125.00
B. Test Pit Inspection (per pit)	\$100.00
C. Percolation Test	\$100.00
D. Subdivision/Land Development Sewage Planning	
1) Whole Day – Probes and/or Percs	\$600.00
2) Half Day – Probes and/or Percs	\$300.00
E. On-Lot Sewage Permit	
1) Residential – Regular On-Lot System	\$500.00
2) Commercial – Regular On-Lot System	\$675.00
3) Residential/Commercial – IRSIS System	\$850.00
4) Residential/Commercial – Peat Option One System	\$850.00
5) Residential/Commercial – Drip System	\$850.00
F. Additional Design Review (per review)	\$50.00
G. Re-Inspections (per trip)	\$50.00

**X. PUBLIC SEWER FEES**

A. EDU User Fee (247 gallons/day)	\$85.54/EDU per month
B. Tapping Fees	\$3,750.00 per EDU
	<i>One-time, per-EDU fee paid at time of connection.</i>
C. Sewer Late Fees	
1) A Late Fee will be applied for non-payment of an invoice fifteen (15) days following the due date. The late fee will be in addition to other invoiced amounts.	
2) The Late Fee shall be in the amount of ten percent (10%) of the monthly invoice amount.	
3) Interest shall continue to accrue on all unpaid balances.	

XI. OTHER FEES

A. Fees in Lieu of Open Space		
1) Residential – Per Dwelling Unit		\$1,400.00
2) Commercial/Industrial – Per Acre Developed		\$1,400.00
B. Road		
1) Driveway		\$100.00
2) Paving		\$50.00
3) Road Opening		\$100.00
C. Well Permit		\$100.00
D. Home Occupation Permit		\$70.00
E. Checks Returned for Insufficient Funds		\$50.00
F. Publications		
1) Zoning Ordinance		\$30.00
2) Zoning Map		\$3.00
3) Subdivision & Land Development Ordinance		\$65.00
G. Copies	\$10.00/sheet for plot plans \$0.25/sheet for black & white \$0.50/sheet for color	
H. Fireworks Display (plus required bond)		\$100.00
I. Use of Equipment by Neighboring Municipalities		Cost plus 10%
J. Peddling & Soliciting		\$100.00
K. Transient Dwelling Unit License – Annual <i>Due by November 1 of each year</i>		\$500.00

*Increase?*  
\*

EXHIBIT "A"

POCONO TOWNSHIP  
RESIDENTIAL BUILDING CODE FEE SCHEDULE  
Permits Issued Under the 2015 IRC  
(Rev. January 2022)

**BUILDING PERMITS**

New Construction and Additions

- \$50.00 plus \$0.19 per square foot of GFA\*  
\* GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

Alterations and Repairs

- 1.5% of total construction cost (signed contract required) subject to the review and approval of the Building Code Official (BCO).

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.  
A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Commonwealth of Pennsylvania Education Fee

- \$4.50

Minimum Fee

- \$120.00

**MECHANICAL PERMIT AND PLUMBING PERMIT**

New Construction and Additions

- \$9.00 per fixture or appliance\*  
\*An appliance and fixture includes, but is not limited to: sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains,

dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance\*  
 \*An appliance or fixture include, but are not limited to: boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus \$8.00 per device  
 Mechanical: \$30.00 plus \$20.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

**ENERGY CODE**

For all residential buildings with conditioned space: .02 per square foot of GFA

**ELECTRICAL PERMIT**

Service and Feeders

- 200 amp or less \$52.00
- 201 AMP to 400 amp \$80.00
- Over 400 amp \$20.00 per 100 amp
- Sub-feeders or sub-panels 25% of above fees
- Over 600 volts 200% of above fees

Residential Inspections (2 trip maximum)

- 100 amp service and max 100 devices \$90.00
- 200 amp service and max 200 devices \$120.00

Modular and mobile homes (1 trip)

- Service and feeder \$65.00

Rough Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Finish Wiring (all switches, receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.

- Less than 1/3 hp, kw, kva use finish wiring fee
- Over 1/3 hp, kw, kva
  - 1/3 to 1.0 \$15.00
  - to 5.0 \$20.00
  - 5.1 to 10.0 \$25.00
  - 10.1 to 30.0 \$30.00
  - 30.1 to 50.0 \$35.00
  - 50.1 to 100.0 \$40.00
- Over 100.1 (per hp, kw, kva) \$1.00
- Over 600 (per hp, kw, kva) \$2.00

Signaling, communication and alarm systems

- 1 to 10 devices \$75.00
- Each additional device \$2.00

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

**MISCELLANEOUS RESIDENTIAL PERMITS**

Swimming pools and outdoor whirlpools

- Building sub-code plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Demolition

- \$120.00

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

## EXHIBIT "B"

POCONO TOWNSHIP  
OTHER THAN RESIDENTIAL BUILDING CODE FEE SCHEDULE  
Permits issued under the 2015 IBC  
(Rev. January 2022)

**PLAN REVIEW**

- 0.0013 of the estimated value\* for structures up to \$3,000,000.00.
- \$3,900.00 plus 0.0005 of the estimated value\* for structures between \$3,000,000.00 and \$6,000,000.00.
- \$5,400.00 plus 0.0004 of the estimated value\* for structures over \$6,000,000.00.
- Mechanical Plan review fee is 25% of the Building Plan review fee.
- Plumbing Plan review fee is 25% of the Building Plan review fee.
- Electrical Plan review fee is 25% of the Building Plan review fee.
- Administrative fee is 20% of overall Plan Review Fee
- Minimum fee is \$250.00
- \*Estimated value will be taken from the building valuation tables found at [www.iccsafe.org/cs/techservices](http://www.iccsafe.org/cs/techservices) at the time the application for a permit is filed.

**BUILDING PERMIT**

## New Construction and Additions

- \$60.00 plus \$0.27 per square foot of GFA\*
  - \* GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

## Alterations and Repairs

- \$50.00 plus 0.015 of total construction cost (signed contract required, subject to the review and approval of the Building Code Official (BCO)), for projects up to \$500,000.00.
- \$7,500.00 plus 0.0125 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), between \$500,000.00 and \$1,000,000.00.



- \$13,750.00 plus 0.010 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), over \$1,000,000.00..

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

Commonwealth of Pennsylvania Education Fee

- \$4.50

**MECHANICAL PERMIT AND PLUMBING PERMIT**

New Construction and Additions

- \$10.00 per fixture or appliance\*  
\*An appliance and fixture includes, but is not limited to: sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains, dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance\*  
\*An appliance and fixture includes, but is not limited to: boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus 10.00 per device
- Mechanical: \$30.00 plus \$25.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the BCO).

Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

Fire protection systems

- \$40.00 plus \$0.25 per sprinkler head for sprinkler systems
- \$80.00 for each standpipe
- \$100.00 for wet/dry/carbon dioxide extinguisher systems up to 100 pounds
- \$100.00 plus \$0.75 per pound for wet/dry/carbon dioxide extinguisher systems over 100 pounds
- \$150.00 per system (hood, duct and suppression) for commercial cooking systems

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

**ELECTRICAL PERMIT**

Service and Feeders

- 200 amp or less \$50.00
- 201 AMP to 400 amp \$80.00
- Over 400 amp \$20.00 per 100 amp
- Sub-feeders or sub-panels 1/4 of above fees
- Over 600 volts double above fees

Residential Inspections (2 trip maximum)

- 100 amp service and max 100 devices \$90.00
- 200 amp service and max 200 devices \$120.00

Modular and mobile homes (1 trip)

- Service and feeder \$85.00

Minor alterations

- Max 15 devices \$60.00

Rough Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

## Finish Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.

- Less than 1/3 hp, kw, kva Use Finish Wiring Fee
- Over 1/3 hp, kw, kva
  - 1/3 to 1.0 \$15.00
  - to 5.0 \$20.00
  - 5.1 to 10.0 \$25.00
  - 10.1 to 30.0 \$30.00
  - 30.1 to 50.0 \$35.00
  - 50.1 to 100.0 \$40.00
- Over 100.1 (per hp, kw, kva) \$1.00
- Over 600 (per hp, kw, kva) \$2.00

## Signaling, communication and alarm systems

- 1 to 10 devices \$75.00
- Each additional device \$2.00

## Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

## Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

## Administrative fee

- 20% of Electrical Permit Fee and all re-inspection fees

**MISCELLANEOUS OTHER THAN RESIDENTIAL PERMITS**

## Swimming pools and outdoor whirlpools

- All applicable sub-codes plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Demolition

- \$0.01 per square foot
- Minimum fee: \$100.00

Signs with utilities

- \$50.00 plus \$2.00 per square foot

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for any permit.

Administrative fee

- 20% of Permit Fee and all re-inspection fees