



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

March 20, 2023 | 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=Q1VtaFVhVEpRWtUvdIFrSHJ1cE1Td09>**

**PLEASE NOTE: THE POCONO TOWNSHIP COMMISSIONERS MEETING OCCURS IMMEDIATELY AFTER THE SEWER COMMITTEE MEETING ON THE FIRST MEETING DATE OF EACH MONTH.**

**Open Meeting**

**Pledge of Allegiance**

**Public Comment**

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

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

**Announcements**

- Pocono Township is bringing back the Fishing Derby to TLC Park on April 15 from 9 a.m. to noon! More information is posted on the Township's website and Facebook page. We ask that everyone pre-register, as space is limited.
- The Pocono Township Spring Cleanup will be held Thursday, April 27<sup>th</sup> through Saturday, April 29<sup>th</sup> at the Township complex. Residents are welcome to bring their items between 7:30 a.m. and 3:00 p.m. each day. The Cleanup Fee Schedule is on the Township website at [www.poconopa.gov](http://www.poconopa.gov).

**Hearings**

- Local Agency Hearing – 249 Camelback Road – Appeal of Lori A. Grossi and Felicia Damato regarding the Township Zoning Officer's denial of an application for a transient dwelling unit permit under Chapter 302, Transient Dwelling Use of Single-Family Dwellings for the property located at 249 Camelback Road.
  - Motion to open public hearing. **(Action Item)**
  - Motion to close public hearing. **(Action Item)**

**Presentations**

The Ridge Land Development – Presentation regarding current sketch plan for proposed multifamily housing project in Swiftwater and proposed modifications needed.

**Resolutions**

- Resolution 2023-09 – Motion to approve Resolution 2023-09 granting an additional nine month extension of time for the conditional approval of the Running Lane, LLC Preliminary/Final Land Development Plan. **(Action Item)**
- Resolution 2023-10 – Motion to approve Resolution 2023-10 granting conditional approval of the Tannersville Plaza Minor Subdivision Plan. **(Action Item)**
- Resolution 2023-11 – Motion to approve Resolution 2023-11 appointing Natasha Leap as a member of the Zoning Hearing Board, with a term to expire on December 31, 2023, and appointing \_\_\_\_\_ and \_\_\_\_\_ as Zoning Hearing Board alternates with a term to expire on December 31, 2025. **(Action Item)**

**Consent Agenda**

- Motion to approve a consent agenda of the following items:
  - Old business consisting of the minutes of the March 6, 2023 meeting of the Board of Commissioners.
  - Financial transactions through March 16, 2023 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll; vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers. **(Action Items)**

**NEW BUSINESS****1. Personnel – None****2. Travel/Training Authorizations – None****Report of the President**

Richard Wielebinski

- Motion to approve Construction Escrow Release No. 1 for the Great Wolf Lodge Expansion Project in the amount of \$3,234,765.70 per the March 16, 2023 review letter issued by the Township Engineer. **(Action Item)**
- Discussion regarding Pocono Township taking ownership of a new cul-de-sac when the S.R. 715 realignment project is completed and the current S.R. 715 traffic light is removed by the War Memorial.
- Motion to sign five (5) Subdivision Participation Forms for Monroe County to receive funds from a nationwide settlement with the pharmacies. **(Action Item)**

**Commissioner Comments**

Jerrod Belvin – Vice President

- Motion to approve a COSTARS quote provided by Recreation Resource in the amount of \$48,808.00 for the purchase and installation of a ZipVenture zipline and Volta Inclusive Spinner at Mountain View Park. **(Action Item)**
- Motion to take steps necessary to establish a 25 MPH speed limit on Tara Drive, Bull Pine Road and Terrace Drive. **(Action Item)**

- Emergency Management Update
- Update – PPL utility lines and possible drainage issues on Barton Court.

Ellen Gndt – Commissioner

Jerry Lastowski – Commissioner

Keith Meeker – Commissioner

## **Reports**

### **Zoning**

#### **Police Report**

- General police updates.
- Installation of barbed wire around impound yard.

#### **Ambulance Report**

#### **Public Works Report**

- Current Public Works projects.
- Mountain View Park updates.
- TLC Park updates.
  - Dog Park Project(s)
  - Sealing of Lower Pond
- Update regarding the rental or lease of a new sweeper truck.

#### **Administration – Manager’s Report**

- \$100,000.00 DCED Multimodal Grant awarded to Pocono Township at March 2023 Commonwealth Financing Authority (CFA) meeting.
- Township’s electric supply pricing through Dynegy renewed for two years starting in September.
- Completing punch list of items for installation of splash pad.
- Due diligence ongoing regarding Swiftwater bus stop dumping issues.

#### **Township Engineer Report**

- Learn Road safety enhancement project and roundabout survey work.
- Parking area design for Old Learn Farm open space parcel adjacent to PPL easement.
- Update – TASA SR 611 sidewalk project.

#### **Township Solicitor Report**

- Easement agreement with Tom Lovito for access to Old Learn Farm open space parcel. **(Possible Action Item)**
- Turkey Hill sidewalk installation.
- Discussion regarding preparation of an ordinance codifying BCRA’s public water service area for consistency with the Township’s central sewage (Act 537) service area. **(Possible Action Item)**
- Zoning Hearing Board updates.
- Update – Johnson Appeal Commonwealth Court argument.
- Update – PJJWA transfer agreement.

**Public Comment**

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

**Adjournment**

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

**RESOLUTION NO. 2023-09**

**A RESOLUTION GRANTING CONDITIONAL APPROVAL  
OF THE RUNNING LANE, LLC PRELIMINARY/FINAL LAND DEVELOPMENT  
PLAN**

**WHEREAS**, the applicant, Running Lane, LLC, has submitted a preliminary/final land development plan (the “Plan”). The applicant proposes a land development on property located along State Route 0611, approximately 0.7 miles south of the intersection with Lower Swiftwater Road (SR 0314). The existing property (Tract 1) is located with the C Commercial Zoning District and consists of the Pocono Brewing Company with associated parking, stormwater management and on-lot water and sewer services. The existing property is split by SR 0611 and has a total gross area of 5.47 acres, with 0.507 acres located on the eastern side of SR 0611. The proposed land development will occur on Tract 1 and will consist of a 4-story, 90 room hotel with a pool; and

**WHEREAS**, on April 6, 2020, the Pocono Township Board of Commissioners enacted Resolution No. 2020-08 which granted conditional preliminary/final plan approval of the Plan; and

**WHEREAS**, Resolution No. 2020-08 required that the applicant meet all conditions of the plan approval and record the Plan within twelve (12) months of the Conditional Plan approval, and if such conditions were not met, the Conditional Plan approval would be considered void; and

**WHEREAS**, the applicant was unable to satisfy the conditions of plan approval and record the Plan within twelve (12) months of the Conditional Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2020-08; and

**WHEREAS**, by Resolution No. 2022-05, the Board of Commissioners granted the applicant an extension of twelve (12) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

**WHEREAS**, by Resolution No. 2023-05, the Board of Commissioners granted the applicant an extension of three (3) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

**WHEREAS**, the Board of Commissioners has agreed to grant the applicant an additional nine (9) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2020-08; and

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

Running Lane, LLC, shall have a period of twelve (12) months from February 6, 2023 to satisfy the conditions plan approval and record the Plan as set forth in Resolution No. 2020-08.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 20<sup>th</sup> day of March, 2023.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

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

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

**RESOLUTION NO. 2023-10**

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE  
TANNERSVILLE PLAZA MINOR SUBDIVISION PLAN**

**WHEREAS**, the applicant, Tannersville Realty, L.P., submitted a minor subdivision plan application to subdivide one (1) existing retail space into two (2) retail spaces located at the northern end of the Tannersville Plaza shopping center (the “Plan”). Space A will consist of 2,584 square feet and Space B will consist of 1,800 square feet. The property located in the C, Commercial Zoning District; and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letter dated January 4, 2023;

**WHEREAS**, the Pocono Township Planning Commission recommended conditional plan approval at its meeting held on February 13, 2023; 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 Plan prepared by Miller Rosentel Associates, Inc., dated June 23, 2022, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letter dated January 4, 2023.
2. The applicant shall pay all necessary fees associated with the Plan, including but not limited to any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
3. The applicant shall obtain all required permits and approvals from other governmental agencies prior to presenting the Plan for signatures.
4. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
5. The applicant shall meet all conditions of the final plan approval, and Plan shall be recorded within twelve (12) months of Conditional final plan approval, and agrees that if such conditions are not met, the Conditional final plan approval will be considered void.
6. The applicant shall accept these conditions in writing within five (5) days of receipt of the

Board of Commissioners Resolution, otherwise the application is denied.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono, the 17<sup>th</sup> day of March, 2023.

ATTEST:

Township of Pocono  
Board of Commissioners

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

Print Name: Taylor Munoz  
Title: Township Manager

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

Print Name: Richard Wielebinski  
Title: President



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

**RESOLUTION NO. 2023-11**

**A RESOLUTION APPOINTING A ZONING HEARING  
BOARD MEMBER AND TWO ALTERNATE  
ZONING HEARING BOARD MEMBERS**

**WHEREAS**, the Board of Commissioners desires to appoint a member and two alternate members of the Pocono Township Zoning Hearing Board.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** that Natasha Leap is hereby appointed to serve as a member of the Pocono Township Zoning Hearing Board for the remainder of an existing three (3) year term commencing on March 20, 2023 and terminating on December 31, 2023; and

**BE IT FURTHER RESOLVED** that \_\_\_\_\_ is hereby appointed to serve an alternate member of the Pocono Township Zoning Hearing Board for a three (3) year term commencing on March 20, 2023 and terminating on December 31, 2025; and

**BE IT FURTHER RESOLVED** that \_\_\_\_\_ is hereby appointed to serve an alternate member of the Pocono Township Zoning Hearing Board for a three (3) year term commencing on March 20, 2023 and terminating on December 31, 2025.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 20<sup>th</sup> day of March, 2023.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Taylor Munoz  
Title: Township Manager

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

**Pocono Township Board of Commissioners  
Regular Meeting Minutes  
March 6, 2023 | 6:15 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on March 6, 2023 and was opened by President Rich Wielebinski at 6:15 p.m. followed by the Pledge of Allegiance.

**Roll Call:** Jerrod Belvin, present; Ellen Gndt, present; Jerry Lastowski, present via Zoom; Keith Meeker, present; and Rich Wielebinski, present.

**In Attendance:** Taylor Munoz, Township Manager; Leo DeVito, Township Solicitor; Jon Tresslar, Township Engineer; and Jennifer Gambino, Administrative Assistant.

**Public Comment**

Mary McIsaac (Jackson Resident) – Stated Core5 would be limited from taking down trees until a certain time of the year due to the federally endangered Indiana Bat migration.

Mary Ann Hubbard (Pike County) – Commended the Township for all that it is doing, the quality Police Department and Township recreation facilities.

**Announcements**

- An executive session held prior to the meeting to discuss the potential acquisition of real estate and information gathering regarding board appointments.
- Pocono Township is bringing back the Fishing Derby to TLC Park on April 15 from 9 a.m. to noon! More information is posted on the Township's website and Facebook page. We ask that everyone pre-register, as space is limited.
- The Pocono Township Spring Cleanup will be held Thursday, April 27<sup>th</sup> through Saturday, April 29<sup>th</sup> at the Township complex. Residents are welcome to bring their items between 7:30 a.m. and 3:00 p.m. each day. The Cleanup Fee Schedule is on the Township website at [www.poconopa.gov](http://www.poconopa.gov).

**Presentations** – None

**Hearings**

R. Wielebinski made a motion, seconded by K. Meeker, to open a public hearing for consideration of Ordinance 2023-02 Authorizing and Approving the Sale of the Water System Assets of the Pocono-Jackson Joint Water Authority (PJJWA) to the Brodhead Creek Regional Authority (BCRA). E. Gndt stated she is opposed to the hearing because she feels the documents are not yet in final enough form. L. DeVito provided clarification that the BCRA will pay off the remaining loan balance, whether to the PJJWA directly or by the BCRA directly. Stated that this ordinance is the precondition to the agreement, so the Township still has the ability to refine final provisions. Roll call: J. Belvin, yes; E. Gndt, no; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, yes. Motion carried.

L. DeVito reviewed the details pertaining to the ordinance authorizing the sale from PJJWA to the BCRA. Stated the Township is not approving the agreement but authorizing the appropriate parties to move forward. J. Belvin asked whether the Township needs to approve the transfer and whether the transaction is in jeopardy if the documents are not acted on expeditiously. J. Lastowski asked who would determine if something happened that was undisclosed. L. DeVito stated it would likely end up in court. R. Wielebinski stated he believes there have been many eyes on the related agreements over the years and it is time to turn over the ownership of the system. E. Gndt asked clarification questions including those pertaining to Township authorization for transfer; financial portions of the agreement; definition of material adverse effect; purchase price language; excluded liabilities; and other provisions.

Lisa Buccholz (Jackson Township) expressed concerns about the verbiage. J. Belvin asked whether the comments that E. Gndt has made are considered "substantial."

R. Wielebinski made a motion, seconded by K. Meeker, to close the public hearing. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to approve Ordinance 2023-02 (i) Authorizing and Approving the Sale of the Water System Assets of the Pocono-Jackson Joint Water Authority to the Brodhead Creek Regional Authority; (ii) Authorizing and Directing the Execution and Delivery of the Asset Purchase Agreement by the Township and Pocono-Jackson Joint Water Authority; (iii) Authorizing and Approving the Form of an Asset Purchase Agreement; (iv) Authorizing and Directing the Proper Officers of the Township to Do All Things Necessary to Carry Out the Ordinance and the Sale of the Water System Assets; (v) Authorizing Incidental Actions; (vi) Providing for Severability of the Provisions of the Ordinance; (vii) Rescinding Inconsistent Ordinances and Resolutions; and (viii) Establishing the Effective Date of the Ordinance. Roll call: J. Belvin, yes; E. Gndt, no; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, yes. Motion carried.

### **Resolutions**

R. Wielebinski made a motion, seconded by K. Meeker, to approve Resolution 2023-07 Granting Conditional Approval of the Lots 36 and 38, Laurel Lane, Crescent Lake and Resort Lot Combination Plan submitted by Kevin S. Carpenter and Deidre L. Carpenter. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by K. Meeker, to approve Resolution 2023-08 Authorizing Commissioners Richard Wielebinski, Jerrod Belvin, Ellen Gndt, Jerry Lastowski and Keith Meeker; Township Manager Taylor Munoz; and Treasurer Frank Cefali as authorized signatories for all ESSA bank accounts required for the receipt of DCNR grant funds for the TLC Park Splash Pad Project. 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 February 21, 2023 meeting of the Board of Commissioners.
  - Financial transactions through March 2, 2023 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll; vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers.

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

### **NEW BUSINESS** – None

### **Report of the President**

Richard Wielebinski

- Discussion and motion to award the 2023 Spring and Fall Cleanup bids received:

Waste Management – \$49.43/CY  
G&S Container – \$31.75/CY  
Marki Rolloff – \$32.00/CY  
That's Gotta Go LLC – \$30/CY

J. Belvin made a motion, seconded by E. Gndt, to award the 2023 Spring and Fall Cleanup bid to That's Gotta Go LLC at \$32.00/cubic yard. All in favor. Motion carried.

R. Wielebinski made a motion, seconded by E. Gndt, to authorize Construction Escrow Release No. 4 for the Trapasso Hotel Land Development project in the amount of \$277,182.73 per the recommendation of the Township Engineer's letter dated February 21, 2023. All in favor. Motion carried.

- Discussion and possible action regarding expansion of the Township's sewer service area.

R. Wielebinski made a motion, seconded by J. Lastowski, to perform a survey of Oakwood Acres and Talon Drive to see what residents think of expanding sewer service and authorizing Helen Beers to evaluate. J. Tresslar stated, after the will of the residents is determined, DEP will want a survey of how good the systems are operating. Discussion regarding process and order of potential survey and testing activities. R. Wielebinski and J. Lastowski rescinded motion.

R. Wielebinski made a motion, seconded by J. Lastowski, to authorize Helen to conduct testing and send a letter to residents. All in favor. Motion carried.

- Update – Recognition of Fishing Derby sponsors to-date - Update provided by Jennifer Gambino. Recognized sponsors for Fishing Derby.
- Update – Research ongoing regarding a formal audit of the Township's Amusement Tax – Reached out to Zelenkofske Axelrod who are unable to perform audit until next year. Researching other options.

**Commissioner Comments** – None

## **Reports**

### **Public Works Report**

- Current Public Works projects – Cutting back brush along Township roads ongoing. Have transitioned back to winter activities with snow weather.
- Mountain View Park updates – Toured property with Township Manager. Some staff began back today, beginning cleanup and servicing of equipment. Remaining Park crew will come back next Monday. Meeting at basketball court with electrician.
- TLC Park updates – Met at park with representative from Pocono Pride softball. Identified projects needing completion, including trees requiring removal and fence repairs.
- Update regarding the rental or lease of a new sweeper truck – Looking at two different units and expecting response regarding a lease-demo option. Also investigating replacement tow-behind broom.

### **Administration – Manager's Report**

- Completed application to receive \$102,000.00 of grant funds obtained by Representative Madden from the PA DCED for installation of more playground equipment at TLC Park.
- Completed grant application for \$20,000.00 to the Pocono Mountains Visitors Bureau (PMVB) to offset the cost of installing the Old Learn Farm trailhead. Finalizing easement agreement.
- Completing punch list of items for installation of splash pad – Looking to begin work in April.
- Due diligence ongoing regarding Swiftwater bus stop dumping issues – Waiting for PennDOT response.

J. Belvin asked for zoning to look into the temporary signs popping up throughout the Township.

E. Gndt asked for update on status of barbed wire installation around police impound yard.

### **Township Engineer Report**

- Sidewalk installation for Wendy's and Turkey Hill – L. DeVito indicated letter will be going out to Turkey Hill tomorrow.

- Parking area design for Old Learn Farm open space parcel adjacent to PPL easement – T. Muñoz covered previously.
- TASA SR 611 sidewalk project – Getting close to completing design. May have enough funds to complete intersection improvements where Learn Road meets S.R. 611. Discussing ROW requirements next week.
- Righthand turn lanes from Rt. 611 onto Rimrock Road and Bartonville Avenue – No update.

#### **Township Solicitor Report**

- Easement agreement with Tom Lovito for access to Old Learn Farm open space parcel – Discussed previously.
- Discussion regarding preparation of an ordinance codifying BCRA's public water service area for consistency with the Township's central sewage (Act 537) service area – Still working on overlay for the Board to review.
- Update – Closing for sale of Bartonville Avenue parcel – Will hand deliver new deed tomorrow and hopeful for completion this week.
- Zoning Hearing Board updates – No new cases.
- Update – Johnson Appeal Commonwealth Court argument – Waiting on decision.
- Update – PJJWA transfer agreement – Discussed previously.

**Public Comment** – None

#### **Adjournment**

R. Wielebinski made a motion, seconded by E. Gndt, to adjourn the meeting at 8:01 p.m. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, March 20, 2023

### SUMMARY

#### Ratify

General Fund	\$	855.59
Payroll	\$	122,103.75
Sewer Operating	\$	644.13
Sewer Construction	\$	-
Capital Reserve	\$	100.00

#### Bill List

TOTAL General Fund	\$	204,396.51
TOTAL Sewer <u>OPERATING</u> Fund	\$	100,192.12
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	16,016.05
TOTAL Capital Reserve Fund	\$	9,479.61
Liquid Fuels	\$	-
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>453,787.76</b>

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#### **Fire Tax Disbursement**

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#### Budget Adjustments

#### Budget Appropriations

#### Budgetary Interfund Transfer

#### Use of Grant Funds

#### **ARPA FUNDS TO CAPITAL RESERVE**

LVL Engineering

#### **ARPA FUNDS TO GENERAL FUND**

Sarcinello Planning & GIS Services	\$	1,947.50
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<b>Total Transfers</b>	<b>\$</b>	<b>1,947.50</b>
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#### Notes:

## POCONO TOWNSHIP CHECK LISTING

**RATIFY**

Monday, March 20, 2023

**General Fund**

	Date	Check	Vendor	Memo	Amount
Payroll	03/10/2023			PAYROLL ENDING 03/05/2023	\$ 122,103.75
<b>TOTAL PAYROLL</b>					<b>\$ 122,103.75</b>

**General Expenditures**

	Date	Check	Vendor	Memo	Amount
	03/03/2023	63126	PENTELEDATA	TWP INTERNET	\$ 142.90
	03/03/2023	63127	PENTELEDATA	HERITAGE BUILDING & POLICE INTERNET	\$ 314.08
	03/06/2023	63128	BLUE RIDGE	POLICE & TWP PHONES	\$ 398.61
<b>TOTAL General Fund Bills</b>					<b>\$ 855.59</b>

**Sewer Operating Fund**

	Date	Check	Vendor	Memo	Amount
	03/02/2023	2423	METTEL	PUMP STATION PHONES	\$ 83.93
	03/03/2023	2424	PENTELEDATA	PUMP STATION INTERNET SERVICE	\$ 369.75
	03/02/2023	2426	BLUE RIDGE	PUMP STATIONS PHONES	\$ 190.45
					<b>\$ 644.13</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
	3/10/2023	1398	POCONO TOWNSHIP	TO OPEN DCNR GRANT ACCOUNT	\$ 100.00
<b>TOTAL Capital Reserve Fund</b>					<b>\$ 100.00</b>

<b>TOTAL General Fund</b>	\$	122,959.34	
<b>TOTAL Sewer Operating</b>	\$	644.13	Authorized by:
<b>TOTAL Sewer Construction</b>	\$	-	
<b>Total Capital Reserve</b>	\$	100.00	Transferred by:
	<b>\$</b>	<b>123,703.47</b>	

# POCONO TOWNSHIP CHECK LISTING

## Monday, March 20, 2023

### General Fund

Date	Check	Vendor	Memo	Amount
3/14/2023	63129	ADP, LLC	Payroll/Time/Attendance 1/31/2023 -03/05/2023	\$ 826.71
3/14/2023	63130	AFLAC	Supp Insurance	\$ 368.80
3/14/2023	63131	AMERICAN ROCK SALT COMPANY	Ice Salt	\$ 13,639.15
3/14/2023	63132	ARGS Technology, LLC	Feb 2023 Remote IT Services	\$ 3,479.00
3/14/2023	63133	Auto Parts of Tannersville, Inc.	PW supplies	\$ 74.24
3/14/2023	63134	Bagley, Alex	3/7/23 Uniform	\$ 118.63
3/14/2023	63135	Best Auto Service Center	Unit 93 Service	\$ 78.85
3/14/2023	63136	Big Brown Fish Hatchery, Inc.	Fishing Derby	\$ 3,522.50
3/14/2023	63137	Brodhead Creek Regional Authority	TWP Sewer 2 EDUs	\$ 171.08
3/14/2023	63138	Broughal & DeVito, L.L.P.	Legal services	\$ 4,962.00
3/14/2023	63139	Cyphers Truck Parts	PW operations	\$ 199.21
3/14/2023	63140	Davidheiser's Inc.	Police equipment maintenance	\$ 160.00
3/14/2023	63141	DeHart, Devin	3/3/23 Uniform	\$ 126.79
3/14/2023	63142	E.M.Kutz, Inc.	PW operations	\$ 1,994.54
3/14/2023	63143	Egnyte Inc.	Domain Service from 3/5/23 -3/4/24	\$ 14,958.60
3/14/2023	63145	Gotta Go Potties, Inc	Park Rentals	\$ 385.00
3/14/2023	63146	H. M. Beers, Inc.	Jan & Feb 2023 SEO Services	\$ 3,400.00
3/14/2023	63147	HEIDELBERG MATERIALS NORTHEAST LLC	Road materials	\$ 1,233.75
3/14/2023	63148	Jan-Pro of NEPA	Heritage Center Cleaning Feb 2023	\$ 175.00
3/14/2023	63149	Jan-Pro of NEPA	Mar 2023 TWP Cleaning	\$ 1,450.00
3/14/2023	63150	Kimball Midwest	PW operations	\$ 382.50
3/14/2023	63151	Kuehner, Raymond	3/3/23 Uniform	\$ 209.97
3/14/2023	63152	MAULA, MAURA	2/9/23 MVP Yoga	\$ 20.00
3/14/2023	63153	Mignosi, Timothy	2/28/23 Uniform	\$ 215.39
3/14/2023	63154	Monroe County Control Center	Dispatch Fees Q2 2023	\$ 23,286.77
3/14/2023	63155	MRM Worker's Compensation Pooled Trust	Workers comp insurance	\$ 14,790.71
3/14/2023	63156	Nationwide - 457	Pay 5 2023 Contribution	\$ 4,737.53
3/14/2023	63157	Newman, Williams, Mishkin, Corveleyn, Wol	ZHB Conflict Counsel Prof Serv	\$ 92.50
3/14/2023	63158	PMHIC	Health Insurance Premium	\$ 70,386.31



3/14/2023	63159	Portland Contractors, Inc.	Feb 2023 Services	\$	320.00
3/14/2023	63160	PPL Electric Utilities	Area and traffic lights	\$	99.15
3/14/2023	63161	Ray Price Ford Mt. Pocono	Police vehicle repairs	\$	1,002.93
3/14/2023	63162	Sarcinello Planning & GIS Services	Zoning Ordinance Amendments 2/1 - 2/28/23	\$	1,947.50
3/14/2023	63163	SFM Consulting LLC	Feb 2023 Building & Zoning Services	\$	30,806.33
3/14/2023	63164	Shick, Tom	TOM SHICK BOOT ALLOWANCE 2023	\$	250.00
3/14/2023	63165	State Workers Insurance Fund	Fire Dep. Workers Comp	\$	2,059.00
3/14/2023	63166	Steele's Hardware	Operation supplies	\$	86.42
3/14/2023	63167	Steele's Hardware	Operation supplies	\$	21.71
3/14/2023	63168	Stephenson Equipment, Inc.	Service for Boom Mower	\$	1,553.21
3/14/2023	63169	UNIFIRST Corporation	PW Uniforms & Carpets	\$	177.00
3/14/2023	63170	Werkheiser, Kent	457 Loan Refund Overpayment 2023	\$	186.36
3/14/2023	63171	Wilson Products Compressed Gas Co.	PW supplies	\$	141.37
3/14/2023	63172	Wittel, Jason	Dodge Pickup Logo Truck #14	\$	300.00

**TOTAL GENERAL FUND** **\$204,396.51**

### Sewer Operating

Date	Check	Vendor	Memo	Amount
3/14/2023	2427	ARGS Technology, LLC	Feb 2023 Remote IT Services	\$ 125.00
3/14/2023	2428	BRODHEAD CREEK REGIONAL AUTHORITY	Jan/Feb/Mar 2023 Sewer Mapping	\$ 5,175.00
3/14/2023	2429	BRODHEAD CREEK REGIONAL AUTHORITY	Mar 2023 O&M	\$ 92,937.09
3/14/2023	2430	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 630.50
3/14/2023	2431	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 432.00
3/14/2023	2432	E.M. Kutz, Inc.	Equipment repair	\$ 270.53
3/14/2023	2433	SUBURBAN TESTING LABS	Monthly NPDES	\$ 622.00

**TOTAL Sewer Operating** **\$100,192.12**

### Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
3/14/2023	745	KOBALT CONSTRUCTION	PAY APP 6 DEFERRED LATERAL PROJECT	\$ 16,016.05

**TOTAL Sewer Construction Fund** **\$16,016.05**

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
3/14/2023	1399	Bartush Signs, Inc.	Fabricate/Install double face sign on new poles @ TLC Park	\$ 8,480.61
3/14/2023	1400	Patriot Workwear	Bianchi Body Armor	\$ 999.00
TOTAL Capital Reserve Fund				<u>\$9,479.61</u>

Liquid Fuels

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

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
3/14/2023	1034	PTW VOLUNTEER FIRE DEPARTMENT	RE TAXES PMNT 1	\$ 3,670.00
TOTAL Fire Tax				<u>\$ 3,670.00</u>

ESSA

General Fund	\$	204,396.51	Authorized by:_____
Sewer Operating	\$	100,192.12	
Sewer Construction Fund	\$	16,016.05	
Capital Reserve	\$	9,479.61	
Fire Tax Disbursement	\$	3,670.00	Transferred by:_____
Liquid Fuels	\$	-	
TOTAL ESSA TRANSFER	\$	<u>333,754.29</u>	



**Corporate Office:**

559 Main Street, Suite 230  
Bethlehem PA 18018

**Regional Offices:**

1456 Ferry Road, Building 500  
Doylestown, PA 18901

2756 Rimrock Drive  
Stroudsburg, PA 18360  
Mailing  
P.O. Box 699  
Bartonsville, PA 18321

March 16, 2023

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

**SUBJECT: GREAT WOLF LODGE EXPANSION  
CONSTRUCTION ESCROW RELEASE NO. 1  
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
POCONO TOWNSHIP LDP NO. 1391, LVL PROJECT NO. 2030114R**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **THREE MILLION, TWO HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND SEVENTY CENTS (\$3,234,675.70)**. A line-item tabulation for this release is attached for your files. Please note, authorization of this release should not be construed as Final Approval or Acceptance of the improvements installed to date.

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

Sincerely,

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

JST/meh/tms

Enclosure

cc: Taylor Muñoz – Township Manager  
Leo DeVito, Esquire – Township Solicitor  
Lisa Pereira, Esquire, Broughal & DeVito, LLP  
Nate S. Oiler, P.E., RKR Hess  
Akos Wright, Great Wolf Lodge of the Poconos, LLC  
Melissa E. Hutchison, P.E., LVL Engineering Group

S:\2020\2030114R\Construction\Payment Applications\Payment Application No. 1\Escrow Release #1 Cover Letter.docx

## **EXHIBIT K**

### **Subdivision Participation Form**

Governmental Entity: Pocono Township	State: PA
Authorized Official: Richard P. Wielebinski	
Address 1: 112 Township Drive	
Address 2:	
City, State, Zip: Tannersville, PA 18372	
Phone: 570-629-1922	
Email: rwielebinski@poconopa.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Participation and Release Form**

*[Draft]*

Governmental Entity: Pocono Township	State: PA
Authorized Official: Richard Wielebinski	
Address 1: 112 Township Drive	
Address 2:	
City, State, Zip: Tannersville, PA 18372	
Phone: 570-629-1922	
Email: rwielebinski@poconopa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December [ ], 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance,



oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT K<sup>1</sup>**

**Subdivision Participation and Release Form**

Governmental Entity: Pocono Township	State: PA
Authorized Official: Richard Wielebinski	
Address 1: 112 Township Drive	
Address 2:	
City, State, Zip: Tannersville, PA 18372	
Phone: 570-629-1922	
Email: rwielebinski@poconopa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 2, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role

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<sup>1</sup> As of December 8, 2022.

as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Pocono Township	State: PA
Authorized Official: Richard Wielebinski	
Address 1: 112 Township Drive	
Address 2:	
City, State, Zip: Tannersville, PA 18372	
Phone: 570-629-1922	
Email: rwielebinski@poconopa.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [link to national settlement website page to be provided].
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity Pocono Township	State: PA
Authorized Official Richard Wielebinski	
Address 1: 112 Township Drive	
Address 2:	
City, State, Zip: Tannersville, PA 18372	
Phone: 570-629-1922	
Email: rwielebinski@poconopa.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at [website link to national settlement website to be provided].
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's



role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

503 N. Walnut Road Bldg 200  
Kennett Square, PA 19348

610-444-4402 1-800-220-4402

FAX: 610-444-3359

E-mail: info@recreation-resource.com

Website: www.recreation-resource.com

DATE	Quote No.
3/2/2023	Q23-054

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:

Pocono Township

Taylor Munoz

tmunoz@poconopa.gov

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Kevin

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
RE: Mountain View Park					
BCI	Burke 550-0206, ZipVenture 50' - 100'	1	ea	17,562.00	17,562.00
BCI	Burke 560-2579 - Volta Inclusive Spinner	1	ea	7,396.00	7,396.00
BCI	Burke 046-0366 - 8" x 4' Stone Borders with (1) 30" Drive Pin	20	ea	53.00	1,060.00
BCI	Burke 046-0053 - 12" x 6' Stone Borders with (2) 30" Drive Pins	30	ea	83.00	2,490.00
Ship-PA	Estimated Freight to Tannersville, PA 26' Box Truck - 3,643 lbs. w/ packaging			2,800.00	2,800.00
Install	Unloading, assembly and installation of Play Equipment.  * If there are obstructions below the surface such as rock, concrete, roots, etc. additional charges will be added.			17,500.00	17,500.00
Notes	*** Installation services are likely to cause dirt on pavement and/or damage to grass/turf from a paved access point to the install location, along with grass/dirt surrounding the work site. Unless specifically stated above, site restoration (smoothing, reseeding, etc.) is not included. ***  Does not include any additional licenses or permits (if required) - if these are required, the cost to obtain them will be added to the final invoice.  Does not include WoodCarpet and/or Stone. COSTARS 014-E22-249				

To Accept Order, Sign:

Date:

Quote is based upon shipment of all items to a single destination, unless noted.

Changes subject to price adjustment. Your signature here accepts all of our terms & conditions.

A deposit or payment in full may be required to place your order.

There is a 3% service charge for orders that are paid by credit card.

**PLEASE NOTE-OUR ADDRESS HAS CHANGED TO 503 N. WALNUT ROAD, SUITE 200, KENNETT SQUARE, PA 19348. PLEASE CHANGE YOUR DATABASE.**

**TOTAL**

**\$48,808.00**