



POCONO TOWNSHIP COMMISSIONERS  
AGENDA

September 5, 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=Q1VtaFVhVEpRWUvdIFrSHJ1cE1Td309>**

**Open Meeting**

**Pledge of Allegiance**

**Roll Call**

**Public Comment**

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

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

**Announcements**

- On Friday, September 8, 2023, Pocono Township's paving contractor will be installing two speed tables/humps on Learn Road as part of the Township's efforts to slowdown speeding activity on the road. More details are found on the Township Facebook page and website.

**Hearings – None**

**Presentations – None**

**Resolutions**

**Resolution 2023-22** – Motion to pass Resolution 2023-22 granting a six-month time extension beginning October 17, 2023 for SAPA Pocono Holding, LLC to satisfy the conditions of plan approval set forth in Resolution No. 2017-53 for the Poconos Hospitality Land Development Plan. **(Action Item)**

**Consent Agenda**

- Motion to approve a consent agenda of the following items:
  - Old business consisting of the minutes of the August 21, 2023 meeting of the Board of Commissioners.
  - Financial transactions through August 31, 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**

**Report of the President**

Richard Wielebinski

- Motion to pass an agreement authorizing the partial release, discharge and termination of a township easement located adjacent to State Route 611 pursuant to a sewer easement and right-of-way agreement from Tannersville Inn, Inc. to Pocono Township. **(Action Item)**
- Motion to ratify a 2023 paving project change order with H&K in the amount of \$11,853.40 for the installation of two speed tables on Learn Road. **(Action Item)**
- Motion to approve a fireworks display for Great Wolf Lodge as part of their grand opening event on October 5, 2023, subject to zoning review and approval of their permit application. **(Action Item)**
- Motion to set Halloween Trick-or-Treat hours for October 31, 2023 from 5:00 p.m. to 8:00 p.m. **(Action Item)**

**Commissioner Comments**

Jerrod Belvin – Vice President

- Emergency Management Update
- Laurel Lake Dam
- 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.

**Ambulance Report**

### **Public Works Report**

- Current Public Works projects.
- Mountain View Park updates.
- TLC Park updates.
- Bartonsville Avenue cross pipes replacement.
- Old Learn Farm parking access.
- Installation of speed tables on Learn Road for speed control.

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

- Discussion of concept plan and possible authorization to bid out the renovation and resurfacing of the Mountain View Park basketball courts, removing one court and adding three pickleball courts. **(Action Item)**

### **Township Engineer Report**

- 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. **(Possible Action Item)**
- Learn Road safety enhancement project and roundabout survey work.
- Update – TASA SR 611 sidewalk project.

### **Township Solicitor Report**

- General legal update.
- Update – Maintenance and operation escrow requirements for land development projects that require installation of new traffic lights. Draft ordinance was sent to Monroe County Planning Commission.
- Zoning Hearing Board updates.
  - Chelsea Pocono Finance
  - Tannersville Point Luxury Apartments
  - SBA Towers
  - Crawford Appeal.
- Update – Johnson Appeal Commonwealth Court argument.

### **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. 2023-22**

**A RESOLUTION GRANTING AN EXTENSION OF TIME TO SATISFY  
CONDITIONS OF THE PLAN APPROVAL OF THE POCONOS HOSPITALITY  
LAND DEVELOPMENT PLAN**

**WHEREAS**, the applicant, SAPA Pocono Holding, LLC, successor-in-interest to Poconos Hospitality, LLC, submitted a preliminary/final land development plan application titled “Land Development Plan for Poconos Hospitality” (the “Plan”). The applicant proposes to construct a three (3) story, ninety-nine (99) bed hotel with associated parking, stormwater management facilities, and public water and sewer services. The property is located on the eastern side of Route 611, approximately 1,500 feet north of the intersection with Brookdale Road, on a 3.3 acre site located in the C Commercial Zoning District; and

**WHEREAS**, on December 18, 2017, the Pocono Township Board of Commissioners enacted Resolution No. 2017-53 which granted conditional preliminary/final plan approval of the Plan; and

**WHEREAS**, Resolution No. 2017-53 required that the applicant meet all conditions of the preliminary/final plan approval and record the Plan within twelve (12) months of the Conditional Preliminary/Final Plan approval, and if such conditions were not met, the Conditional Preliminary/Final Plan approval would be considered void; and

**WHEREAS**, the applicant was unable to satisfy the conditions of preliminary/final plan approval and record the Plan within twelve (12) months of the Conditional Preliminary/Final Plan approval, and is requesting that the Board of Commissioners grant an extension of time to comply with the requirements of Resolution No. 2017-53; and

**WHEREAS**, by Resolution No. 2018-65, the Board of Commissioners granted Poconos Hospitality, LLC 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. 2017-53; and

**WHEREAS**, by Resolution No. 2020-03, the Board of Commissioners granted Poconos Hospitality, LLC 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. 2017-53; and

**WHEREAS**, by Resolution No. 2022-15, the Board of Commissioners granted Poconos Hospitality, LLC 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. 2017-53; and

**WHEREAS**, by Resolution No. 2023-12, the Board of Commissioners granted Poconos Hospitality, LLC an extension of six (6) months to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2017-53; and

**WHEREAS**, the applicant is unable to satisfy the conditions of preliminary/final plan approval and record the Plan within the six (6) month extension granted by the Board of Commissioners and hereby seeks an additional extension of time to satisfy the conditions of approval.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, SAPA Pocono Holding, LLC, shall have a period of six (6) months from October 17, 2023 to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2017-53. In the event the conditions are not met within this six (6) month period, the Conditional Preliminary/Final Plan approval shall be null and void.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono, the 5<sup>th</sup> day of September, 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  
August 21, 2023 | 6:13 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on August 21, 2023 and was opened by President Rich Wielebinski at 6:13 p.m. followed by the Pledge of Allegiance.

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

**In Attendance:** Taylor Munoz, Township Manager; Leo DeVito, Township Solicitor; John Tresslar, Engineer; Shawn Goucher, Chief of Police; Patrick Briegel, Public Works Director; Frank Cefali, Treasurer; Paola Razzaq, Finance Administrator; and Jennifer Gambino, Administrative Assistant.

**Public Comment** – None

**Announcements**

- Please take note of Pocono Township's upcoming summer activities:
  - August 22 at 10:00 a.m. – The Wide World of Bugs at Mountain View Park
  - August 24 at 6:00 p.m. – Final summer concert by The Joes

**Hearings** – None

**Presentations**

- Q2 Township Treasurer Report – Frank Cefali, CPA & Township Treasurer

P. Razzaq provided overview of quarterly report. 3.6 million in expenditures for the quarter. 54% of funds spent pertained to public safety. The Township has identified its primary spending areas, implemented performance management objectives for this year, and connected priorities with budget requests.

F. Cefali discussed the summary report and gave an overview of various Township funds. Township General Fund revenues are up by almost \$1.5 million. 75% of real estate revenues were collected as of end of June. Township is at 49% of anticipated expenses halfway through the year, which is what was expected. Major capital expenditures will take place in Q3.

- Poconos Hospitality/SAPA Pocono Holding, LLC – Update regarding plans for proposed hotel in Swiftwater. Plan was granted a six-month extension of time on April 17, 2023.

Applicant provided update regarding the proposed Swiftwater hotel location. Stated lending to hotel projects has been made prohibitive by government policies and issues with the banking crisis. Asked for further extension to allow project to continue.

J. Belvin asked for timeline. Applicant stated timeline is difficult to anticipate with the state of bank lending. J. Belvin asked about timeline of Township's current zoning changes in progress.

J. Lastowski made a motion, seconded by E. Gndt, to grant a 6-month extension from October. E. Gndt stated she would not be in favor of continuing an extension after zoning changes take effect. All in favor. Motion carried.

**Resolutions**

J. Belvin made a motion, seconded by K. Meeker, to pass Resolution 2023-19 Granting Conditional Approval for the Great Wolf Lodge Employee Housing Land Development Plan. All in favor. Motion carried.

J. Belvin made a motion, seconded by E. Gndt, to pass Resolution 2023-20 to adopt and submit to the DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the

referenced Sewage Facilities Planning Module for the Great Wolf Lodge Employee Housing project.  
E. Gndt asked for clarification. All in favor. Motion carried.

J. Belvin made a motion, seconded by K. Meeker, to pass Resolution 2023-21 Granting Conditional Approval for the Jimmy A. Schlier Lot Combination Plan. Discussion regarding plan details. Roll call: J. Belvin, yes; E. Gndt, yes; J. Lastowski, yes; K. Meeker, yes; R. Wielebinski, no. Motion carried.

### **Consent Agenda**

- Motion to approve a consent agenda of the following items:
  - Old business consisting of the minutes of the August 7, 2023 meeting of the Board of Commissioners.
  - Financial transactions through August 17, 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.

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

### **NEW BUSINESS**

#### **1. Personnel**

J. Belvin made a motion, seconded by R. Wielebinski, to extend a conditional offer of employment to Andrew Brand for the Pocono Township Road Crew and to authorize the Township Manager to proceed to the next candidate should the applicant not accept. All in favor. Motion carried.

#### **2. Travel/Training Authorizations - None**

### **Report of the President**

Richard Wielebinski

R. Wielebinski made a motion, seconded by J. Belvin, to approve Construction Escrow Release No. 9 in the amount of \$50,294.48 for the Trapasso Hotel Land Development project, as reviewed and recommended by the Township Engineer letter dated August 16, 2023. All in favor. Motion carried.

### **Commissioner Comments**

Jerrod Belvin – Vice President

- Discussion and possible action regarding the property owner along Archer Lane and costs incurred by the Township to mitigate storm cleanup from the property.

Archer Lane has created repeat issues for the Township when storm events occur. Township drain boxes completely full of washout from the lane. Property owner continues to not take measures necessary. Further discussion regarding safety issues. Will speak with Shawn McGlynn to have a notice sent to property owner that he is in violation.

- Emergency Management Update – Responded last night to a CO2 leak at Great Wolf. Small fuel spill in Penn Estates two weeks ago.
  - Laurel Lake Dam – No update.
- Update – PPL utility lines and possible drainage issues on Barton Court – No update.

Ellen Gndt – Commissioner

Discussion regarding audit of amusement taxpayers.

Jerry Lastowski – Commissioner

All but one trailer is gone from the Butz property. Asked if Township's property maintenance ordinance applies to commercial properties. T. Muñoz will reach out to S. McGlynn.

Keith Meeker – Commissioner – None

## **Reports**

**Zoning** - None

### **Police Report**

- General police updates – Provided July 2023 report.

E. Gnadet asked that overtime comparisons and figures be included in police report.

**Ambulance Report** - None

### **Public Works Report**

- Current Public Works projects – Ongoing pipe replacement and drainage projects throughout the Township. H&K is completing the Township's 2023 paving projects, and microsurfacing projects concluded. Pleased with the work performed by H&K. Disappointed with the flagging company used for the microsurfacing projects. Cautiously optimistic with the microsurfacing and several municipalities came out to observe the process, which is new to this area. J. Lastowski stated someone reached out to him with concerns about one of the roads that was microsurfaced. Road Crew has done an outstanding job with a skeleton crew getting work done.
- Mountain View Park updates – No update.
- TLC Park updates – Pleased with the operation of the splash pad, which is getting substantial use.
  - Dog Park Status Update – Dog Park is open and operational. 20 people are registered.
- 2023 paving and microsurfacing projects – No further update.
- Bartonsville Avenue cross pipes replacement – No update.
- Installation of speed tables on Learn Road for speed control – Hopeful to get to this project within the next month.

Commended Jean Gupko for all her efforts maintaining the Township's plantings.

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

- Completing vetting process of new government accounting software and will have recommendation for Board action soon.

### **Township Engineer Report**

- 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 – Still being vetted.
- Upper Mountain View Park master planning process – Completed initial survey work.
- Learn Road safety enhancement project and roundabout survey work – Survey work complete.
- Update – TASA SR 611 sidewalk project – Design complete for all ADA ramps. Looking at ROW needs.

Bids were received for sewer manhole refurbishment. No action will be taken until vendors are vetted.

PIM Corporation - \$36,795.00

Standard Pipe Services LLC – \$76,900

Mobil Dredging & Video Pipe Inc. – \$78,700

J. Tresslar explained the Township is getting deterioration in the Township's manholes because of the concentration of flows the line is receiving.



J. Belvin asked for update regarding Turkey Hill sidewalks. R. Wielebinski asked if Turkey Hill made improvements in their revised plans.

P. Briegel received a call from a resident regarding guiderails at the bottom of Fish Hill. Engineer will look at options for guiderail.

### **Township Solicitor Report**

- General legal update – Gesualdi's property on White Oak is remarkably cleaned up, per an inspection by zoning.
- Update – Maintenance and operation escrow requirements for land development projects that require installation of new traffic lights.

R. Wielebinski made a motion, seconded by J. Belvin, to send amendment to the MCPC and PC for comments and advertised appropriately. E. Gndt asked for clarification regarding the type of financial security and how maintenance escrow amount would be calculated. All in favor. Motion carried.

- Zoning Hearing Board updates
  - August 31, 2023 – Chelsea Pocono Finance (Poconos Premium Outlets) – Attending to object to request.
  - SBA Towers Zoning Hearing continued until September – E. Gndt asked for clarification on process.
  - Crawford Appeal – Briefing schedule received today.
- Update – Johnson Appeal Commonwealth Court argument – Commonwealth Court wants oral argument and waiting on further information.

### **Public Comment**

Dawn Eilber (Township Resident) – Stated she is a real estate agent of 24 years and has documentation showing location of proposed cell tower and proximity to neighboring homes. Also stated there was dumping on Back Mountain Road, which was cleaned up by Township Road Crew this morning.

### **Adjournment**

J. Belvin made a motion, seconded by E. Gndt, to adjourn the meeting at 7:48 p.m. All in favor. Motion carried.

# POCONO TOWNSHIP

## Tuesday, September 5, 2023

### SUMMARY

**Ratify**

General Fund	\$	3,732.92
Payroll	\$	121,908.29
Sewer Operating	\$	924.30
Sewer Construction	\$	-
Capital Reserve	\$	237,500.00

**Bill List**

TOTAL General Fund	\$	25,994.22
TOTAL Sewer <u>OPERATING</u> Fund	\$	18,941.88
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	-
TOTAL Capital Reserve Fund	\$	152,925.17
Liquid Fuels	\$	-

<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>561,926.78</b>
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<b>Fire Tax Disbursement</b>	<b>\$</b>	<b>-</b>
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**Budget Adjustments****Budget Appropriations****Budgetary Interfund Transfer****Use of Grant Funds****ARPA FUNDS TO CAPITAL RESERVE****LVL Engineering**

Proj 2130153T TASA SR 611/Learn Rd Safety Enhance Proj& Proj 2130153L Learn

TOTAL CAP. RESERVE	\$	-
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**ARPA FUNDS TO GENERAL FUND**

TRAISR	\$	733.33
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TOTAL GEN FUND	\$	733.33
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<b>Total ARPA Transfers</b>	<b>\$</b>	<b>733.33</b>
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**Notes:**

## POCONO TOWNSHIP CHECK LISTING

**RATIFY**

Tuesday, September 5, 2023

**General Fund**

	Date	Check	Vendor	Memo	Amount
Payroll	08/25/2023			PAYROLL ENDING 08/20/2023	\$ 121,908.29
<b>TOTAL PAYROLL</b>					<b>\$ 121,908.29</b>

**General Expenditures**

	Date	Check	Vendor	Memo	Amount
	08/16/2023	63706	PPL Electric Utilities	TLC Lighting	\$ 207.93
	08/16/2023	63707	Servpro	Mold Remediation	\$ 2,768.01
	08/23/2023	63708	Pocono Mountain COG	PSAT Golf Tournament 9/26/23	\$ 300.00
	08/29/2023	63709	PENTELEDATA	TWP Internet	\$ 142.90
	08/29/2023	63710	PENTELEDATA	Heritage Bldg Internet	\$ 126.13
	08/30/2023	63711	PENTELEDATA	Police Internet	\$ 187.95
<b>TOTAL General Fund Bills</b>					<b>\$ 3,732.92</b>

**Sewer Operating Fund**

	Date	Check	Vendor	Memo	Amount
	08/23/2023	2558	BLUE RIDGE COMMUNICATIONS	Pump Station 3& 4 Phone	\$ 125.24
	08/23/2023	2559	MET-ED	Pump Station 4 Electric	\$ 309.24
	08/23/2023	2560	Verizon Wireless	Sewer Modems	\$ 120.07
	08/29/2023	2561	PENTELEDATA	Pump Stations 1 thru 5 Internet	\$ 369.75
					<b>\$ 924.30</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
	8/25/2023	1459	Recreation Resource USA	TLC Splash Pad	\$ 237,500.00
<b>TOTAL Capital Reserve Fund</b>					<b>\$ 237,500.00</b>

<b>TOTAL General Fund</b>	\$	125,641.21	
<b>TOTAL Sewer Operating</b>	\$	924.30	Authorized by:
<b>TOTAL Sewer Construction</b>	\$	-	
<b>Total Capital Reserve</b>	\$	237,500.00	Transferred by:
<b>\$</b>		<b>364,065.51</b>	

# POCONO TOWNSHIP CHECK LISTING

## Tuesday, September 5, 2023

### General Fund

Date	Check	Vendor	Memo	Amount
8/31/2023	63712	ALTRONICS	Heritage Center Alarm Service	\$ 271.50
8/31/2023	63713	AMERICAN UNITED LIFE INSURANCE CO.	GTL & STD PREMIUM	\$ 2,700.79
8/31/2023	63714	Blue Ridge Lumber	Operation supplies	\$ 38.27
8/31/2023	63715	Cefali and Associates PC	June & July 2023 Check Signing	\$ 320.00
8/31/2023	63716	CRIMEWATCH Technologies, Inc.	CRIMEWATCH Mobile Integration Monthly Costs	\$ 2,103.24
8/31/2023	63717	Eureka Stone Quarry, Inc.	Road materials	\$ 690.44
8/31/2023	63718	Eureka Stone Quarry, Inc.	Road materials	\$ 4,340.20
8/31/2023	63719	Gotta Go Potties, Inc	Park Rentals	\$ 410.00
8/31/2023	63720	Leon Clapper, Inc.	Police Shower Repair	\$ 563.00
8/31/2023	63721	Locust Ridge Quarry	Road materials	\$ 657.50
8/31/2023	63722	Monroe County Control Center	Annual NetMotion VPN	\$ 1,920.00
8/31/2023	63723	Nauman, Inc.	HVAC Maintenance	\$ 1,254.10
8/31/2023	63724	Pitney Bowes	6/15/23 - 9/14/23 Postage	\$ 142.35
8/31/2023	63725	Reliable Sign and Striping	Road sings	\$ 125.00
8/31/2023	63726	Shinetime Auto Wash & Lube	July 2023 Washes	\$ 14.00
8/31/2023	63727	Signal Service, Inc.	Rt 611 & I80 Wolf Lodge	\$ 165.00
8/31/2023	63728	Sparkle Car Wash	May 2023 Wash	\$ 1.88
8/31/2023	63729	Staples	Office Supplies	\$ 118.39
8/31/2023	63730	Steele's Hardware	Operation supplies	\$ 147.20
8/31/2023	63731	Steele's Hardware	Operation supplies	\$ 123.64
8/31/2023	63732	Steele's Hardware	Operation supplies	\$ 161.59
8/31/2023	63733	Steele's Hardware	Operation supplies	\$ 29.68
8/31/2023	63734	StopStick, LTD	Police operations	\$ 1,010.00
8/31/2023	63735	STTC Service Tire Truck Centers, INC.	Wheel Loader Service	\$ 251.31
8/31/2023	63736	Suburban Propane	Vehicle fuel	\$ 5,670.60
8/31/2023	63737	Suburban Testing Labs	MVP Bath House	\$ 361.00
8/31/2023	63738	Susteen	1 Yr Renewal for DPDesktop	\$ 1,495.00
8/31/2023	63739	TRAISR, LLC	July 2023 SaaS	\$ 733.33
8/31/2023	63740	Tulpehocken Mountain Spring Water Inc	TWP Drinking Water	\$ 60.94

8/31/2023	63741	UNIFIRST Corporation	TWP Mats	\$	114.27
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	<b>TOTAL GENERAL FUND</b>		<b>\$25,994.22</b>
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**Sewer Operating**

Date	Check	Vendor	Memo	Amount
8/31/2023	2562	EEMA O&M Services Group, Inc.	O&M for Aug 2023 & Add'l Serv for July 2023	\$ 8,603.61
8/31/2023	2563	Eureka Stone Quarry, Inc.	9.5MM-(0<.3)-WARM R 9.06 tn for Sewer	\$ 621.28
8/31/2023	2564	Evoqua Water Technologies LLC	Pump Station 5 & Brodhead Water Tower Service	\$ 1,100.00
8/31/2023	2565	Pocono Township	6/26 - 8/6/23 Reimb	\$ 6,841.44
8/31/2023	2566	Suburban Propane	Pump Stations fuel	\$ 777.88
8/31/2023	2567	SUBURBAN TESTING LABS	Monthly NPDES	\$ 631.00
8/31/2023	2568	TRAISR	July 2023 Monthly SaaS	\$ 366.67

	<b>TOTAL Sewer Operating</b>		<b>\$18,941.88</b>
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**Sewer Construction Fund**

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

Date	Check	Vendor	Memo	Amount
8/31/2023	1460	Asphalt Paving Systems, Inc.	2023 Microsurfacing Project 232024	\$ 151,500.00
8/31/2023	1461	FRY'S PLASTIC LLC	Rolls Straw for TLC Splash Pad	\$ 270.00
8/31/2023	1462	LOCUST RIDGE	2A 97.22 tn for TLC Splash Pad	\$ 972.20
8/31/2023	1463	STEELE'S HARDWARE	TLC Splashpad and Dog park projects	\$ 182.97

	<b>TOTAL Capital Reserve Fund</b>		<b>\$152,925.17</b>
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**Liquid Fuels**

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

Date	Check	Payee	Memo	Amount
TOTAL Fire Tax				\$0.00

ESSA

General Fund	\$	25,994.22	Authorized by: _____
Sewer Operating	\$	18,941.88	
Sewer Construction Fund	\$	-	
Capital Reserve	\$	152,925.17	
Fire Tax Disbursement	\$	-	Transferred by: _____
Liquid Fuels	\$	-	
TOTAL ESSA TRANSFER	\$	197,861.27	

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

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.004 · GENERAL FUND DISBURSEMENT	-17,501.53
100.000 · General Fund Cash	5,821,676.25
100.001 · Petty Cash	250.00
100.002 · ESSA Payroll account	1,138.64
100.003 · KOLLAR COMMITTED	5,348.75
103.002 · ESSA Fees In Lieu COMMITTED	691,619.20
<b>Total Checking/Savings</b>	<u>6,502,531.31</u>
<b>Other Current Assets</b>	
140.300 · Taxes Receivable	10,054.05
145.100 · Accounts Receivable Adjustments	2,416.50
<b>Total Other Current Assets</b>	<u>12,470.55</u>
<b>Total Current Assets</b>	<u>6,515,001.86</u>
<b>Other Assets</b>	
155.000 · Prepaid Expenses	3,509.95
155.100 · Prepaid Insurance	13,261.00
<b>Total Other Assets</b>	<u>16,770.95</u>
<b>TOTAL ASSETS</b>	<u><u>6,531,772.81</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	34,645.13
<b>Total Current Liabilities</b>	<u>34,645.13</u>
<b>Total Liabilities</b>	34,645.13
<b>Equity</b>	
279.000 · Fund Balance	3,335,597.52
279.001 · Committed Open Spaces	690,462.69
Net Income	2,471,067.47
<b>Total Equity</b>	<u>6,497,127.68</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>6,531,772.81</u></u>

8/31/2023

**Operating Reserve Fund**  
**Balance Sheet**  
As of December 31, 2023

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.001 · ESSA Capital Reserve Account	1,378,067.70
100.103 · MC CONS. DIST. GRANT/ PARK LANE	417.35
100.104 · DCNR GRANT BRC-PRD-28-100	136,665.74
<b>Total Checking/Savings</b>	<u>1,515,150.79</u>
<b>Total Current Assets</b>	<u>1,515,150.79</u>
<b>TOTAL ASSETS</b>	<u><u>1,515,150.79</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
252.001 · UNEARNED GRANT REVENUE	488,435.00
<b>Total Other Current Liabilities</b>	<u>488,435.00</u>
<b>Total Current Liabilities</b>	<u>488,435.00</u>
<b>Total Liabilities</b>	488,435.00
<b>Equity</b>	
299.000 · Retained Earnings	520,080.41
<b>Net Income</b>	<u>506,635.38</u>
<b>Total Equity</b>	<u>1,026,715.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,515,150.79</u></u>



8/31/2023

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

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.002 · ESSA SEWER OPERATING MM	3,475,900.91
100.003 · ESSA SEWER CHECKING	37,040.10
100.004 · PEOPLE'S SECURITY CD	51,347.00
<b>Total Checking/Savings</b>	<u>3,564,288.01</u>
<b>Other Current Assets</b>	
120.100 · A/R Sewer Usage Charges	-213,539.59
<b>Total Other Current Assets</b>	<u>-213,539.59</u>
<b>Total Current Assets</b>	<u>3,350,748.42</u>
<b>TOTAL ASSETS</b>	<u><u>3,350,748.42</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
200.100 · Accounts Payable Adjustments	7,617.63
<b>Total Other Current Liabilities</b>	<u>7,617.63</u>
<b>Total Current Liabilities</b>	<u>7,617.63</u>
<b>Total Liabilities</b>	<u>7,617.63</u>
<b>Equity</b>	
299.000 · Fund Balance	4,164,122.96
299.999 · Prior Period Adjustment	-106,046.88
<b>Net Income</b>	-714,945.29
<b>Total Equity</b>	<u>3,343,130.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,350,748.42</u></u>

8/31/2023

## SEWER CONSTRUCTION

### BALANCE SHEET

as of December 31, 2023

	<u>Dec 31, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.102 · PEOPLE'S BANK CD	-0.01
100.106 · ESSA 3M Checking	25,151.68
100.109 · FKB MM 2021	1,081,305.05
100.112 · ESSA 3M Money Market	1,745,779.19
<b>Total Checking/Savings</b>	<u>2,852,235.91</u>
<b>Total Current Assets</b>	<u>2,852,235.91</u>
<b>TOTAL ASSETS</b>	<u><b>2,852,235.91</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
299.000 · Fund Balance	1,495,840.57
Net Income	1,356,395.34
<b>Total Equity</b>	<u>2,852,235.91</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>2,852,235.91</b></u>

8/31/2023

ARPA FUND  
Balance Sheet  
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.001 - ARP FUNDS	<u>865,820.98</u>
Total Checking/Savings	<u>865,820.98</u>
Total Current Assets	<u>865,820.98</u>
TOTAL ASSETS	<u><u>865,820.98</u></u>
LIABILITIES & EQUITY	0.00

Prepared by/  
Return to: Broughal & Devito, LLP  
38 West Market Street  
Bethlehem, PA 18018

Being a portion of Monroe County Parcel I.D. No.: 12.8.1.58

**PARTIAL RELEASE, DISCHARGE AND  
TERMINATION OF EASEMENT**

**THIS PARTIAL RELEASE, DISCHARGE AND TERMINATION OF EASEMENT** (the "Partial Release") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by POCONO TOWNSHIP (the "Township") in favor of the COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PennDOT"), and provides as follows:

WHEREAS, the Township currently possesses an easement across land adjacent to State Route 0611 in Pocono Township, Monroe County, pursuant to a Sewer Easement and Right-of-Way Agreement from Tannersville Inn, Inc. to Pocono Township dated December 16, 2008 and recorded at the Office of the Recorder of Deeds of Monroe County at Book Volume 2349, Page 8341 (the "Easement"); and

WHEREAS, Cherry Lane Development Partners LLC ("Cherry Lane") is constructing a new land development in Pocono Township, Monroe County, Pennsylvania (the "Project"), and as part of the Project, Cherry Lane will be widening portions of State Route 0611 (the "Road Work"); and

WHEREAS, to accommodate the Road Work, PennDOT requires that portions of the Easement be released, to the extent they may give the Township any rights to occupy the state highway right-of-way without a PennDOT Highway Occupancy Permit; and

WHEREAS, the Township has agreed to release the portion of the Easement effective on the date of execution hereof, only to the extent the Easement gives the Township the right to occupy that portion of the state highway right-of-way now or hereafter to be acquired by PennDOT which is depicted on Exhibit "A" attached hereto and made a part hereof (the "Highway ROW");

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, effective immediately, the Township releases and forever quitclaims to PennDOT,

It is the intent of this Partial Release that all rights the Township has or had under the Easement or to otherwise occupy the Highway ROW before or after the Road Work, shall be forever extinguished, and that PennDOT, upon transfer to it of the Highway ROW, shall have and enjoy the Highway ROW, free and absolutely discharged from the Easement, which shall otherwise continue in full force and effect pursuant to its terms.

IN WITNESS WHEREOF, the Township has caused this Partial Release, Discharge and Termination of Easement be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) ss.:  
COUNTY OF MONROE )

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public  
My commission expires:

**EXHIBIT "A"**

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	MONROE	1001	19P R/W	6 OF 6
REVISION				
NUMBER				
DATE				
BY				

**RIGHT-OF-WAY INFORMATION**

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

STATE RTE. 1001 SEC. NO. 02P R/W COUNTY MONROE

PARCEL NO. 9 SHEET NO. 5

GRANTOR(S) CHERRY LANE DEVELOPMENT PARTNERS LLC

INSTRUMENT NO. 202312462

DEED BOOK 2631

PAGE OF DEED 5021

DATE OF RECORD 05-23-23

DATE OF RECORD 05-23-23

CONSIDERATION \$1,400,000.00

TAX STAMP'S \$14,000.00

ACRE 2.098

ADVERSE 2.098

EFFECTIVE 2.098

TOTAL REQ'D R/W 2.098

RESIDUE 2.092

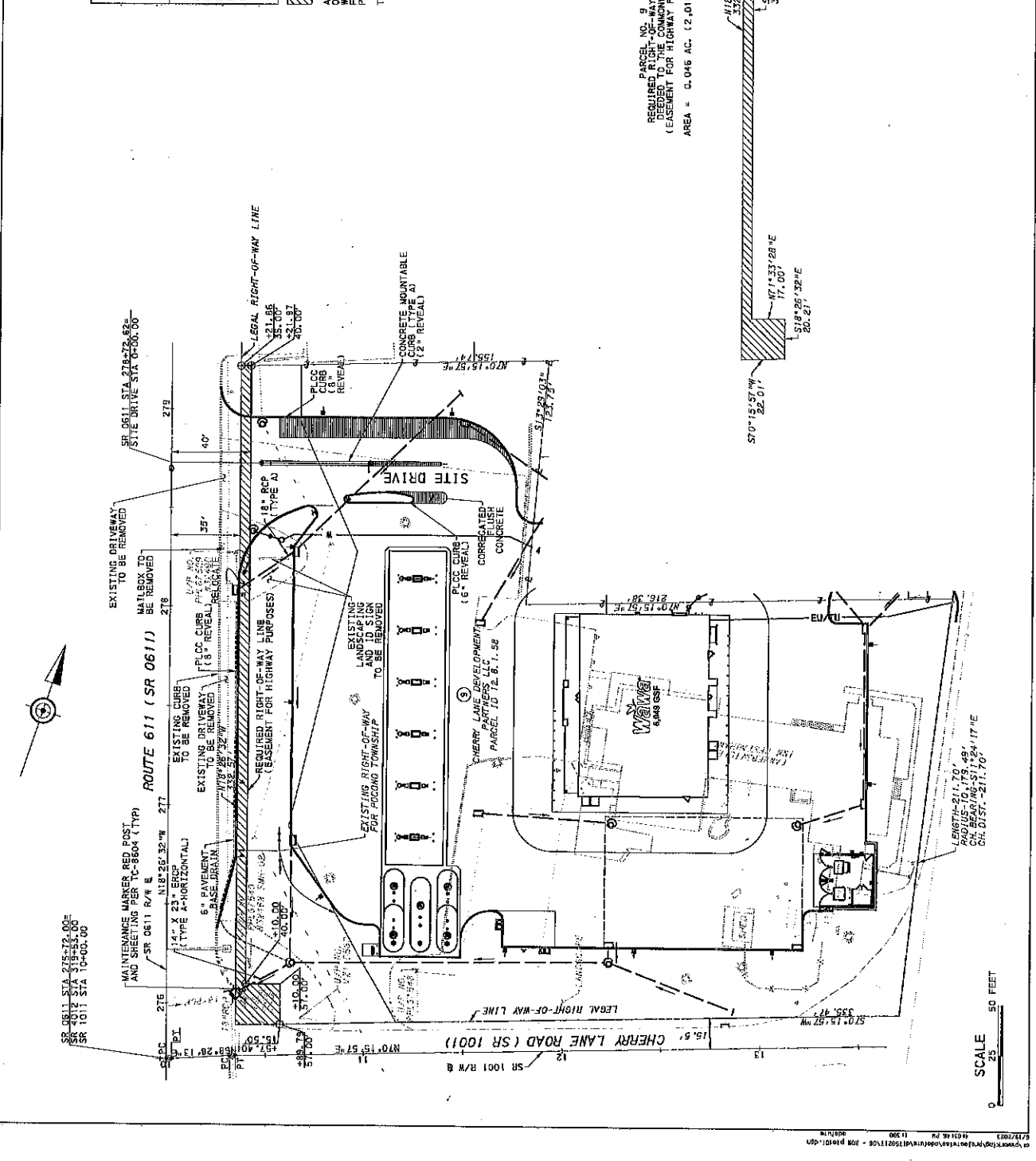
VERIFICATION DATED 12-23-23

DRAWN BY A.D.

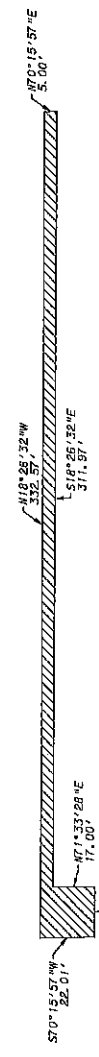
SCALE 1" = 20'

REQUIRED RIGHT-OF-WAY TO BE DEDED TO THE COMMONWEALTH (EASEMENT FOR HIGHWAY PURPOSES)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY FOR THE PURPOSES OF THIS EASEMENT. THE PROFESSIONAL LAND SURVEYOR IS RESPONSIBLE FOR THE ACCURACY OF THE SURVEY. THIS EASEMENT IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.



PARCEL NO. 9  
REQUIRED RIGHT-OF-WAY TO BE DEDED TO THE COMMONWEALTH (EASEMENT FOR HIGHWAY PURPOSES)  
AREA = 0.046 AC. (2,010 SQ. FT.)



SCALE 0 25 50 FEET



## H&K GROUP, INC.

*A Complete Demolition and Sitework Contractor*

**2052 Lucon Road**

**Skippack, PA 19474**

**Phone: (610) 584-8500 Fax: (610) 584-5432**

8/22/2023

Pocono Township  
112 Township Drive  
Tannersville, PA 18372

Phone: 570-629-1922  
Fax:

Attn: Patrick Briegel

**Re: Speed Tables  
Tannersville**

We are pleased to offer our proposal for construction of the above referenced project.  
These prices are based on plans dated N/A with revision date of .

Following is our detailed scope of work:

Page 1 of 3

Description	Quantity	Units	Unit Cost	Amount
Speed Tables Hand Work	2.00	EA	5,926.70	11,853.40
<b>Total</b>				<b>\$11,853.40</b>

The pricing included in the attached proposal is subject to change due to the current market prices and availability of materials. PVC and Ductile Iron piping prices are valid for 30 days.

Our proposal contains no screening, sizing, crushing or classifying of the in situ materials in order to deliver controlled gradation of maximum particle size.

All time and material work performed will be invoiced at our current standard company rates.

This proposal is based on the qualification that all exported soil meets the definition of "Clean Fill" and/or "Uncontaminated" or "Uncontaminated material" as defined and in accordance with PA DEP Management of Fill Policy #258-2182.773 effective 1/1/2020.

All material identified as "Regulated Fill" in accordance with PA DEP Regulations 25 PA Code Chapters 271-285 and 287-299, to remain on site.

Final acceptance of Biosoils and/or amended soils will be upon placement and BMP specific surveyed line and grade immediately after installation."

Contractor will not be responsible for licensed professional oversight and final certification of best management practices and storm water controls."

Paving Notes:

\*\*\* Company will not be responsible for ponding water within pavement areas with less than a 2% slope.



\*\*\* All subgrades to be +/- 1/2" and fully compacted, prior to starting this contract.

\*\*\*\* Proposal is for the hand work to place speed tables as directed by Township. Material will provided and hauled by the Township. Traffic control is also Township work

\*\*\* We require a 14-day notification to mobilize/remobilize for paving, with a confirmation of such schedule, 48 hours prior to given date.

\*\*\* Escalation Clause: Due to the uncertain stabilization of asphalt, fuel, and construction material prices, we reserve the right to increase the contract price in an amount equal to our increase subsequent to the date of this contract. Documents verifying the incurred increase will be furnished upon request.

\*\*\* LIQUID ASPHALT SUPPLY: Due to the volatility of the supply of liquid asphalt cement incorporated into bituminous concrete pavement, the company cannot guarantee pricing and/or adequate supply of liquid asphalt cement will be available to produce the bituminous concrete pavement for the project. The company stands committed to do everything possible to provide you with your product, but cannot control outside influences that affect our products. If the company is unable to procure the liquid asphalt cement due to unavailability, the company will not be responsible for any delay/liquidated damages that may arise on the project.

\*\*\* Fuel Adjustment: This proposal and the price quoted are based on the daily Central Atlantic (PADD 1B) Gasoline and Diesel Retail Price for diesel (No. 2 fuel oil) of \$3.15 per gallon (Fuel Index). Should the Fuel Index increase at any time during the performance of the work, an equitable adjustment shall be made in the contract amount via change order. Adjustments will be determined on a weekly and daily basis for work performed during that week. For any such adjustments, THE COMPANY shall provide reasonable documentation to substantiate the adjustment. The adjustment for a particular period shall be determined by multiplying the number of gallons of fuel used during the period by the per gallon difference between the Fuel Index and the Base Fuel Price for that particular period.

\*\*\* Material, Equipment, and Machinery Costs and Delivery: For any materials, equipment, machinery to be provided by THE COMPANY and/or any of its affiliates, contractors, subcontractors, materialmen and suppliers, the costs, availability, delivery times and schedules, freight and delivery costs are subject to change. THE COMPANY makes no representations, warranties and/or guarantees with regard to or related in any way to material costs, availability, delivery and/or freight and/or delivery costs. Notwithstanding any provision of this or any other agreement to the contrary, in the event of any such price increases, additional costs, delays and/or delivery impacts for any materials, equipment, and/or machinery, freight and/or delivery costs occurring during the performance of THE COMPANY's work, or if THE COMPANY is unable to procure promptly as and when needed materials, equipment and machinery through no fault of THE COMPANY, the contract sum, time of completion, and/or contract requirements shall be equitably adjusted. For any such adjustments, THE COMPANY shall provide reasonable documentation to substantiate the adjustment and any adjustments in cost shall be the actual costs incurred without any markup. THE COMPANY will continue to track material delivery costs, availability and delivery schedules and will update you as any such cost and delivery impacts are identified.

\*\*\*This proposal is based on an A.C. index of \$615.00

## Terms and Conditions

We hereby propose to furnish only the material and labor specifically identified above in accordance with the above specifications for the sum of:

eleven thousand eight hundred fifty-three and 40 / 100

Dollars (\$11,853.40).

**Changes/Methods:** H&K Group, Inc. (hereinafter "Company") shall be entitled to additional compensation over and above the prices set forth in this Proposal for any alteration or deviation from the above labor, material or specifications or for any concealed or unforeseen site conditions involving any extra cost. Company shall have exclusive discretion to determine whether proper conditions exist to perform the work.

**Escalation Clause:** The Proposal Price has been calculated based on the current prices for building materials. However, the market for some of the building materials that are specified in the Contract Documents is volatile, and sudden price increases may occur. H&K Group, Inc. (H&K) has used its best efforts to obtain advantageous prices from subcontractors and material suppliers. In the event of price increases of materials, equipment or energy occurring during the performance of the Contract through no fault of H&K, H&K will provide written notice stating the increased cost, the building materials, equipment or energy at issue, and the source of supply, supported by price quotations, invoices or bills of sale. If H&K is directed to proceed with the purchase at the increased cost, the Price shall be equitably adjusted by Change Order. Also, if H&K is directed not to purchase the materials, equipment or energy at the increased cost, or if shortages prevent or delay the supply of necessary building materials, the Contract Time and Contract Sum shall be equitably adjusted to account for the resultant impact to the Project schedule.

**Payment:** NET 30 Days – Full Payment of Invoiced Amount. A service charge of 1.5% per month (18% per year) will be charged on all sums due and owing 30 days after invoice. All payments will be credited to oldest billing. Company specifically reserves the right to change, alter or modify these payment terms or to withdraw this Proposal after review of Customer's credit information. Customer gives authorization to obtain credit and financial information concerning the customer at any time and from any source. If undersigned is an individual, the signing of this Proposal shall constitute authorization to Creditor to obtain a Consumer Credit Report.

**Schedule/Damages:** Company shall perform the work in a reasonable amount of time at its convenience. Company shall not, under any circumstances, be liable to Customer for any damages for delay, regardless of the cause of any such delay, or any other incidental or consequential damages.

**Risk of Loss/Insurance:** The Customer shall bear the risk of loss or damage to the work or any portion thereof after Company, has completed the work or any portion thereof and Customer shall, at its sole cost and expense, provide insurance in "all risk" to include the interests of the Owner, Company, and all Subcontractors as named insureds on Customer's policy. Company will provide workmen's Compensation Insurance for its employees. Proof of insurance by Company will be provided upon request.

**Attorneys' Fees and Costs:** Should any dispute, claim or controversy arise between the parties to this document, Customer agrees to pay all expenses incurred by Company to enforce its rights under this document, including without limitation, attorneys' fees, penalties, interest and costs of litigation.

**Permits and Fees:** Unless otherwise agreed, Customer shall give all notices, secure and pay for all permits, licenses and inspections, comply with all laws, ordinances, rules and regulations, and mark all utility lines prior to commencement of any work. Company is not responsible or liable for any damage done to unmarked or incorrectly marked utility lines.

**As-Builts:** Company, will be responsible for supplying the General Contractor or Owner with "Red-Line" drawings showing any location or elevation changes made in the field for Company's scope of work (no sepias or mylars will be provided).

**Expiration:** This Proposal automatically expires and becomes null and void if Customer's approval is not received by Company, within thirty (30) days from the date of this Proposal. Company, reserves the right to withdraw this Proposal any time prior to receipt of Customer's Approval.

**Contract Requirement:** Performance of the work set forth above is expressly contingent upon (1) Customer's approval of the Proposal; and (2) Company's acceptance of the Proposal. Company, shall have no obligation or liability to perform any work on any terms until the two conditions are satisfied. A copy of the NPDES Permit and E&S Plan (Stamped Approved) must be supplied to Company prior to the Pre-Construction Meeting.

**Hazardous Substances:** If company encounters any substance reasonably believed to be asbestos, polychlorinated biphenyl or any other hazardous substance regulated by law, Company shall stop all work in the affected area and immediately notify Customer. Company shall resume work in the affected area upon notice from the Customer that the substance has been rendered safe to the satisfaction of any regulating authority.

**Choice of Law/Venue:** This document shall be construed and governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. The forum for all disputes arising under this document shall be Montgomery County, Pennsylvania, or such other jurisdiction as chosen by company, in its sole discretion. At Company's option, and its sole discretion, any claim or controversy between the Customer and Company arising from or related in any way to this agreement shall be resolved, at any time, by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Any award rendered by an arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Customer expressly waives any right it may have to a jury trial in connection with any dispute arising under this document.

**Severability:** If any of the terms of this document are held to be unlawful, they may be severed from the document without affecting the remaining terms.

**Signatures:** Each party agrees that signatures reproduced by means of a reliable electronic form such as photocopy, facsimile or electronic signature shall be deemed original signatures, and shall have the same force and effect as an original signature, and that each party may use such signatures as evidence of the execution and delivery of this Agreement by both parties to the same extent that an original signature could be used.

H&K Group, Inc.

By: 

Joe Edmondson

**Note:** This is not a valid contract unless and until executed and accepted below by Customer and Company

### APPROVAL OF PROPOSAL AND CONTRACT

Customer hereby approves the prices, specifications, terms and conditions set forth in the Proposal and requests that Company perform the work specified in the Proposal based upon the specifications, terms and conditions set forth above in the Proposal, all of which are incorporated herein by reference. Payment will be made as outlined in the Proposal.

APPROVED BY CUSTOMER:

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

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

Date of Approval: \_\_\_\_\_

APPROVED BY H&K Group, Inc.

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

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

Date of Approval: \_\_\_\_\_



**Mountain View Park  
Basketball/Pickleball Project Concept Plan**

