



**POCONO TOWNSHIP COMMISSIONERS  
AGENDA**

October 18, 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=Q1VtaFVkVEpRWtUvdIFrSHJ1cE1Td309>**

**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**

- Pocono Township Trunk or Treat will take place on Sunday, October 29 starting at 3:00 p.m. We are still inviting participants to register their trunk and to take part in the puppy parade! More information is available on the Township Facebook page.

**Hearings – None**

**Presentations**

- Presentation of Township 2022 Audit – Jeff Weiss, Zelenkofske Axelrod LLC
- Recognition of Life Saving Actions of Three Township Police Officers – Recognition of Corporal Doug Smith, Patrol Officer Larry Miller & Patrol Officer Thomas Moser for saving a life.

**Resolutions**

Resolution 2023-27 – Motion to pass Resolution 2023-27 authorizing conditional approval of the Preliminary/Final Land Development Plan for 1328 Golden Slipper Road – Neighborhood Hospital & Medical Office Building. **(Action Item)**

Resolution 2023-28 – Motion to pass Resolution 2023-28 authorizing conditional approval of the Minor Subdivision Plan, Lands of Farda Realty Associates, L.P. **(Action Item)**

Resolution 2023-29 – Motion to pass Resolution 2023-29 granting a time extension of conditional approval of the Lindenmere Sports Arts Center, LLC Preliminary/Final 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 October 2, 2023 meeting of the Board of Commissioners.
  - Financial transactions through October 12, 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****2. Travel/Training Authorizations****Report of the President**

Richard Wielebinski

- Motion to authorize the preparation and advertisement for November 20, 2023 public hearing of a debt ordinance for the purchase of a new municipal complex. **(Action Item)**
- Motion to approve Construction Escrow Release No. 1 for Cherry Lane Development Partners in the amount of \$146,307.26 as reviewed and recommended by the Township Engineer. **(Action Item)**
- Motion to approve Construction Escrow Release No. 10 for the Trapasso Hotel Land Development Project in the amount of \$91,111.71 as reviewed and recommended by the Township Engineer. **(Action Item)**
- Motion to execute a sales order agreement with Edmunds GovTech and authorize an ARPA expenditure in the amount of \$37,000 for local government accounting software. **(Action Item)**

**Commissioner Comments**

Jerrold Belvin – Vice President

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

Ellen Gmandt – 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.

**Administration – Manager’s Report**

- Amendment to the Pocono Township Subdivision & Land Development Ordinance requiring performance guarantees for PennDOT required traffic signalization improvements has been advertised for November 6, 2023.
- Discussion regarding potential expansion of public sewer/water up Sullivan Trail and grant possibilities.

**Township Engineer Report**

- Learn Road safety enhancement project and roundabout survey work.
- In Progress – Discussion and possible action regarding the Township’s revised Act 167 stormwater ordinance, incorporating changes to the ordinance as prepared by the Township engineer and as required by PA DEP.
- Update – TASA SR 611 sidewalk project.

**Township Solicitor Report**

- Motion to authorize the execution of agreements pertaining to the release, discharge and termination of Township sewer easements for tax parcel 12.12.2.10-2 referenced in Record Book 2352, Page 880 and 2323, Page 5994. **(Action Item)**
- Motion to authorize an agreement establishing a new sewer easement between Pocono Township and Sanofi Pasteur pertaining to tax parcel 12.12.2.10-2. **(Action Item)**
- General legal update.
- Zoning Hearing Board updates.
  - Tannersville Point Luxury Apartments
  - 585 Railroad Drive Appeal
  - Bogutskiy Parking Variance
  - Pangea Property Parking Variance
  - SBA Towers
  - Camelback Small Cell Telecommunications Facilities
- Update – 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. 2023-27**

**A RESOLUTION GRANTING CONDITIONAL  
PRELIMINARY/FINAL LAND DEVELOPMENT & SUBDIVISION PLAN APPROVAL  
OF 1328 GOLDEN SLIPPER ROAD – NEIGHBORHOOD HOSPITAL & MEDICAL  
OFFICE BUILDING**

**WHEREAS**, the applicant, Embree Development Group, Inc., submitted a plan application titled “Preliminary/Final Land Development & Subdivision Plan for Neighborhood Hospital and Medical Office Building” (the “Plan”). The applicant proposes to construct a 22,464 square foot, 1-story neighborhood hospital and a 10,246 square foot, 3-story medical office building. The property is located in the C – Commercial Zoning District; and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letters dated July 22, 2022, May 22, 2023, July 13, 2023 and September 29, 2023; and

**WHEREAS**, the Pocono Township Planning Commission recommended the conditional plan approval of the Plan at a meeting held on October 10, 2023; and

**WHEREAS**, the Pocono Township Board of Commissioners desires to take final action on this Plan.

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

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

1. SALDO Sections 390-25.D., 390-29.D., 390-29.G, and 390-31.B.: Existing Resources Plan. *The applicant shall be permitted to use a contextual aerial plan.*
2. SALDO Section 390-48.O.2: 10-foot Utility Easement: *The applicant shall not be required to provide a 10 foot utility easement along Interstate 80.*
3. SALDO Section 390-48.W.1: Slopes: *The applicant is proposing limited areas of proposed slopes greater than 3:1.*
4. SALDO Section 390-50.D.(8): Basin Bottom Minimum Grade: *The applicant is proposing a flat bottom basin.*
5. SALDO Section 390-55.C.(2)(f): Shade Trees: *The applicant is proposing shade trees to be spaced greater than 30 feet within the 8 foot planting strip required between rows of parking.*

6. SALDO Section 390-55.D.(3)(a): Street Trees: *The applicant is proposing street trees to be more than 15 feet beyond the ultimate right-of-way.*
7. SALDO Sections 390-55.F.3.c and Table 390-55-1: Buffer Plantings: *The applicant is proposing less than the required buffer plantings along the property line and road right-of-way.*
8. SALDO Section 390-56.A.6.c: Floodlights and Wall-Mounted Luminaires: *The applicant is proposing wall-mounted luminaires to illuminate parking adjacent to the buildings.*
9. SALDO Section 390-59.B: Parking Stall Dimensions: *The applicant is proposing to use parking stall dimensions of 9 feet by 18 feet as per the zoning ordinance.*
10. SALDO Section 390-59.H.(1): Loading Space Dimensions: *The applicant is proposing to use loading space dimensions of 12 feet by 35 feet as per the zoning ordinance.*

That the following requests for modification of the Brodhead and McMichael Creeks Stormwater Management Ordinance are hereby granted:

1. SMO Section 365-8.L.: “Roof drains should not be connected to streets, sanitary or storm sewers, or roadside ditches in order to promote overland flow and infiltration/percolation of stormwater.” *Applicant proposes to have all roof drains connect to the storm sewer.*
2. SMO Section 365-13.B.: “Design Criteria for Rainfall Data.” *Applicant is proposing to utilize the NOAA Atlas 14 rainfall data as part of the stormwater management analysis to be consistent with the NPDES Application calculations.*

That the “Preliminary/Final Land Development & Subdivision Plan for Neighborhood Hospital and Medical Office Building” as shown on the plan prepared by Landcore Engineering Consultants, P.C., dated June 17, 2022, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated July 22, 2022, May 22, 2023, July 13, 2023 and September 29, 2023.
2. The applicant shall enter into an Improvements Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
3. The applicant shall enter into a Maintenance Agreement with the Township and provide appropriate security, if deemed necessary by the Township.
4. The applicant shall enter into a Stormwater Management and Maintenance Agreement with the Township, if deemed necessary by the Township.

5. The applicant shall pay all necessary fees associated with the Plan, including but not limited to a fee in lieu of dedicating open space in the amount of \$11,550.00, any outstanding plan account charges and all professional services fees, prior to the recording of the Plan.
6. The applicant shall obtain all required permits and approvals from other governmental and regulatory agencies prior to presenting the Plan for signatures.
7. The applicant shall provide the requisite number of plans which are signed and notarized by the owner and sealed by the engineer.
8. The applicant shall meet all conditions of the plan approval, and Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the Conditional Plan approval will be considered void.
9. The applicant shall accept these conditions in writing within five (5) days of receipt of the Board of Commissioners Resolution, otherwise the Plan is denied.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18<sup>th</sup> day of October, 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. 2023-28**

**A RESOLUTION GRANTING CONDITIONAL APPROVAL OF THE MINOR  
SUBDIVISION PLAN, LANDS OF FARDA REALTY ASSOCIATES, L.P.**

**WHEREAS**, the applicant, Farda Realty Associates, L.P., submitted a minor subdivision plan application titled “Final Minor Subdivision Plan, Lands of Farda Realty Associates, L.P.” (the “Plan”); and

**WHEREAS**, the Township Engineer has reviewed the Plan and offered comments in his letters dated September 18, 2023 and October 5, 2023; and

**WHEREAS**, the Pocono Township Planning Commission recommended conditional approval of the Plan at a meeting held on October 10, 2023; and

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

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

That the “Final Minor Subdivision Plan, Lands of Farda Realty Associates, L.P.” as shown on the plan prepared by RKR Hess, dated August 11, 2023, as revised, be hereby approved with the following conditions and provided the plan is revised as follows, subject to the review and approval of the Township Engineer and/or Township Solicitor:

1. The applicant shall comply with all of the conditions and requirements identified in the Township Engineer’s letters dated September 18, 2023 and October 5, 2023.
2. The applicant shall pay all necessary fees associated with the Plan, including but not limited to an open space fee, 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 on the 18<sup>th</sup> day of October, 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. 2023-29**

**A RESOLUTION GRANTING TIME EXTENSION OF CONDITIONAL  
APPROVAL OF THE LINDENMERE SPORTS ARTS CENTER, LLC  
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN**

**WHEREAS**, the Applicant, Lindenmere Sports Arts Center, LLC, submitted a plan application titled “Lindenmere Sports Arts Center, LLC Preliminary/Final Land Development Plans” (the “Plan”). The applicant is proposing to expand its existing facilities at Camp Lindenmere. Camp Lindenmere is located in the R-1, Low Density Residential Zoning District and is split between the northern and southern sides of State Route 715, approximately one (1) mile east of its intersection with State Route 0611. The existing property has an area of approximately 159 acres and consists of an existing overnight camp with sleeping, activity, and food facilities. The remainder of the site is woodland areas. The existing campground is located outside of the Township’s designated central sewage service area and is defined by the Township’s official Act 537 Plan for on-lot sewage disposal. The parcel also utilizes onsite water supply wells. The project proposes to update all non-compliant sewage disposal facilities with what appears to be new traditional sewage disposal beds; and

**WHEREAS**, on October 18, 2021, the Pocono Township Board of Commissioners enacted Resolution No. 2021-07 which granted conditional preliminary/final plan approval of the Plan; and

**WHEREAS**, Resolution No. 2021-07 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. 2021-07; and

**WHEREAS**, the Board of Commissioners has agreed to grant the applicant additional time to satisfy the conditions of preliminary/final plan approval and record the Plan as set forth in Resolution No. 2021-07; and

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Commissioners of Pocono Township, County of Monroe, and Commonwealth of Pennsylvania the applicant, Lindenmere Sports Arts Center, LLC, shall have until June 1, 2024 to satisfy the conditions plan approval and record the Plan as set forth in Resolution No. 2021-07.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 18<sup>th</sup> day of October, 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  
October 2, 2023 | 6:25 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on October 2, 2023 and was opened by President Rich Wielebinski at 6:25 p.m. followed by the Pledge of Allegiance.

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

**In Attendance:** Taylor Munoz, Township Manager; Leo DeVito, Township Solicitor; John Tresslar, Engineer; Shawn Goucher, Chief of Police; Patrick Briegel, Public Works Director; Lindsay Scerbo, Zoning Officer; and Krisann MacDougall, Assistant Secretary.

**Public Comment** – None

**Announcements**

- The Board of Commissioners held an executive session on Monday, September 25 for the purpose of discussing potential real estate acquisition. Executive session was held tonight prior to the meeting for litigation, personnel issues, and real estate acquisition.
- Pocono Township Trunk or Treat will take place on Sunday, October 29 starting at 3:00 p.m. More information is available on the Township Facebook page.

**Hearings** – None

**Presentations**

- New Municipal Complex Borrowing Discussion & Update – Zach Williard, PFM Financial Advisors

Z. Williard stated the Township has never borrowed on the general obligation side, only the sewer side. Have a potential plan for the Township, should the Board decide to move forward. Provided brief market update. Municipal rates for borrowing, while not the lowest they have been, are back to 20-year averages. Review of Township history paying off debt early and good stewardship of refinancing.

Reviewed two phase approach for purchase of a new municipal complex property. Recommendation to pursue short-term borrowing, with phase II to borrow an additional \$5 million as early as next summer to complete construction project and issue long term debt to pay off short term borrowing. The Township already has \$535,000 for debt service in place in the budget.

Reviewed various borrowing scenarios. R. Wielebinski and J. Lastowski asked questions about refinancing bond rates. E. Gndt asked clarification question.

Z. Williard reviewed timeline for borrowing before the end of 2023. L. DeVito asked about the timeline needed for a bond issue. Z. Williard confirmed the timeline is about the same approximate 90-day period.

- Camp Lindenmere Expansion Land Development – Applicant request for extension of conditional approval originally granted October 18, 2021.

Applicant requesting an extension of conditional approval. Provided an update on progress with the project and DEP delays. Discussion regarding timeline necessary for completion of the project and whether any changes have occurred to zoning or SALDO since the conditional approval was granted. E. Gndt asked question regarding the expansion of nonconforming use. Extension to June 1, 2024. J. Belvin made comments regarding good community partner in Camp Lindenmere.

J. Lastowski made a motion, seconded by J. Belvin, to extend to June 1, 2024 and to execute the indemnification letter. Clarification that everything is predicated upon the conditions listed in the original conditional approval. E. Gndt asked whether motion includes looking at the original

impervious condition(s) on their plans. L. DeVito clarified that the extension is on what was originally approved and reviewed. All in favor. Motion carried.

- 246 Resort Drive & 604 Camelback Road Small Cell Telecommunications Facilities – Presentation regarding proposal for two small cell telecommunications facilities proposed on the Camelback Resort property.

E. Grandt made motion to deny. No second.

J. Lastowski made a motion, seconded by R. Wielebinski, to table 246 Resort Drive & 604 Camelback Road Small Cell Telecommunications Facilities. All in favor. Motion carried.

## **Resolutions**

R. Wielebinski made a motion, seconded by J. Belvin, to pass Resolution 2023-26 approving the waiver of a portion of Pocono Township sewer charges for certain real property destroyed by fire located at 122 Barton Circle and requiring that TL Realty Corp pay prior charges of \$839.70, including interest and attorney fees for the property. E. Grandt asked for clarification. 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 September 18, 2023 meeting of the Board of Commissioners.
  - Financial transactions through September 28, 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. Lastowski, to approve the consent agenda. All in favor. Motion carried.

## **NEW BUSINESS** – None

## **Report of the President** – None

## **Commissioner Comments**

Jerrold Belvin – Vice President

- Emergency Management Update – SR 314 traffic light camera has been installed and new stop bar added, which should fix the issue.

Stated the pictures do not do justice to the field that was damaged by the XFFL adult football league. This is not the first time the Township has had issues with this league.

J. Belvin made a motion, seconded by J. Lastowski, to prohibit the XFFL and Demetri Thompson from any further use of Mountain View Park fields. Amendment included to motion to recoup costs for restoring the field, including employee time and benefits. All in favor. Motion carried.

L. DeVito will draft a trespass letter to the XFFL.

- Laurel Lake Dam – No update.
- Update – PPL utility lines and possible drainage issues on Barton Court – No update.

Ellen Grandt – Commissioner – None

Jerry Lastowski – Commissioner

Concerns about overgrowth along 611 on DCNR property.

Keith Meeker – Commissioner – Absent

## **Reports**

### **Zoning**

L. Scerbo provided update regarding Fountain Court fire damage and lack of action regarding cleanup. Fountain Court responded to notice of violation stating they have a “team of fire inspectors” coming to investigate further on October 10. Further discussion regarding various zoning updates.

**Police Report** – None

**Ambulance Report** – None

### **Public Works Report**

- Township Fall Cleanup was successful and new employees are doing well.
- Current Public Works Projects – Completed installing shoulders on newly paved roads. Have addressed drainage issues and sign installation. Getting ready to complete fall leaf work. Currently collecting data for RoadBotics that will guide future decision making for pavement resurfacing.
- Mountain View Park Updates – Contractor will be coming to MVP to clean up final installation of zipline. Will lay out challenge course location this week.
- TLC Park Updates – Four new, larger playground components have been installed, in addition to two new water fountains. Old concrete pad has been demolished and working to form/pour a new pad for additional sound garden equipment that will be installed.
- Bartonsville Avenue cross pipes replacement – Placeholder.
- Old Learn Farm parking access – Placeholder.

R. Wielebinski asked for update on closure of Mountain View Park.

J. Lastowski commended P. Briegel for leadership of the road crew.

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

J. Lastowski made a motion, seconded by R. Wielebinski, to advertise for public hearing an amendment to the Pocono Township Subdivision & Land Development Ordinance requiring performance guarantees for PennDOT required traffic signalization improvements. E. Gndt asked for clarification. All in favor. Motion carried.

- LSA grant submitted for TLC Park Pedestrian Bridge in the amount of \$291,000.
- Discussion regarding potential expansion of public sewer/water up Sullivan Trail and grant possibilities.

### **Township Engineer Report**

- Learn Road safety enhancement project and roundabout survey work – Surveyor will stake out the site.
- In Progress – Discussion and possible action regarding the Township’s revised Act 167 stormwater ordinance, incorporating changes to the ordinance as prepared by the Township engineer and as required by PA DEP – Placeholder.
- Update – TASA SR 611 sidewalk project – Will get right-of-way plans sent out.

J. Tresslar stated he looked at the potential installation of a guiderail on Fish Hill Road. Stated he did not believe a guiderail is warranted on initial observation.

### **Township Solicitor Report**

- General legal update.
- Zoning Hearing Board updates
  - Tannersville Point Luxury Apartments – Authorized to attend the hearing. Indication that hearing may be withdrawn.

- Chelsea Pocono Finance – The Outlets have reduced the scope of their application.

R. Wielebinski made a motion, seconded by J. Lastowski, to rescind authorization to send L. DeVito to the Chelsea Pocono Finance hearing. All in favor. Motion carried.

- 585 Railroad Drive Appeal – L. DeVito to attend Pocono Logistics hearing.
- Bogutskiy Parking Variance – L. DeVito not attending, as it is a standard request to reduce parking.
- Pangea Property Parking Variance – L. DeVito not attending, as it is a standard request to reduce parking.
- SBA Towers – Hearing is October 24.

E. Gndt made a motion, seconded by J. Lastowski, to send Leo to SBA hearing in case something comes up at hearing. J. Belvin stated there is another BOC meeting prior to the hearing date o further discuss. Roll call vote: J. Belvin, no; E. Gndt, yes; J. Lastowski, yes; R. Wielebinski, no. Motion failed due to tied vote.

- Update – Crawford Appeal – STR issue in Commonwealth Court. Township brief due end of November.
- Update – Johnson Appeal Commonwealth Court Argument. Court date November 6.

### **Public Comment**

Jim Peligrini (Township Resident) – Question regarding location of Tannersville Point Luxury Apartments.

### **Adjournment**

R. Wielebinski made a motion, seconded by E. Gndt, to adjourn the meeting at 8:42 p.m. All in favor. Motion carried.

# POCONO TOWNSHIP

## Monday, October 16, 2023

### SUMMARY

**Ratify**

General Fund	\$	849.41
Payroll	\$	130,370.48
Sewer Operating	\$	613.10
Sewer Construction	\$	-
Capital Reserve	\$	-

**Bill List**

TOTAL General Fund	\$	145,281.25
TOTAL Sewer <u>OPERATING</u> Fund	\$	136,516.96
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	15,707.00
TOTAL Capital Reserve Fund	\$	552,713.10
Liquid Fuels	\$	447,600.00

<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>1,429,651.30</b>
---------------------------	-----------	---------------------

<b>Fire Tax Disbursement</b>	<b>\$</b>	<b>2,300.00</b>
------------------------------	-----------	-----------------

<b><u>Budget Adjustments</u></b>	<b>\$</b>	<b>-</b>
----------------------------------	-----------	----------

**Budget Appropriations****Budgetary Interfund Transfer**

IN LIEU OPEN SPACE TO CAPITAL RESERVE

\$	-
----	---

**Use of Grant Funds****ARPA FUNDS TO CAPITAL RESERVE****LVL Engineering**

Proj 2130153T TASA SR 611/Learn Rd Safety Enhance Proj& Proj 2130153L Learn		
100112	\$	1,125.95
100113	\$	6,384.88

**Vigilant Solutions**

Inv 53775 RI Police LPR	\$	11,800.00
TOTAL CAP. RESERVE	\$	19,310.83

**ARPA FUNDS TO GENERAL FUND**

Sarcinello Planning	\$	3,136.92
---------------------	----	----------

TOTAL GEN FUND	\$	3,136.92
----------------	----	----------

<b>Total ARPA Transfers</b>	<b>\$</b>	<b>22,447.75</b>
-----------------------------	-----------	------------------

**Notes:**





# POCONO TOWNSHIP CHECK LISTING

## Monday, October 16, 2023

### General Fund

Date	Check	Vendor	Memo	Amount
10/11/2023	63852	Access Office Technologies	TWP COPIERS AND PHONE SUPPORT	\$ 1,281.95
10/11/2023	63853	ADP, LLC	Payroll Time & Attendance	\$ 742.67
10/11/2023	63854	AFLAC	Supp Insurance	\$ 301.08
10/11/2023	63855	All It's Cracked Up To Be LLC	Pub Works uniform	\$ 1,539.50
10/11/2023	63856	American Heritage Life Insurance Company	Supp Insurance	\$ 788.48
10/11/2023	63857	ARGS Technology, LLC	Sep 2023 IT Services	\$ 3,479.00
10/11/2023	63858	Axon Enterprise, Inc.	Cartridge Battery Packs	\$ 812.00
10/11/2023	63859	Best Auto Service Center	Police vehicle repairs	\$ 1,752.64
10/11/2023	63860	Blue Ridge Communications	TWP Phones	\$ 399.92
10/11/2023	63861	Brodhead Creek Regional Authority	TWP Sewer 2 EDUs	\$ 171.08
10/11/2023	63862	Broughal & DeVito, L.L.P.	Legal services	\$ 6,213.50
10/11/2023	63863	Cyphers Truck Parts	Equipment parts	\$ 32.54
10/11/2023	63864	Gotta Go Potties, Inc	TLC/MVP Park Rental 8/17-9/14/23	\$ 470.00
10/11/2023	63865	High Swartz LLP	SEO Requirements	\$ 375.00
10/11/2023	63866	Hilltop Sales & Service, Inc.	Equipment parts	\$ 333.91
10/11/2023	63867	Jan-Pro of NEPA	TWP Cleaning	\$ 1,668.50
10/11/2023	63868	JDM Consultants, LLC	Oct 2023 Grant Writing Services	\$ 3,500.00
10/11/2023	63869	Kimball Midwest	PW supplies	\$ 423.87
10/11/2023	63870	Locust Ridge Quarry	Road materials	\$ 2,591.10
10/11/2023	63871	Locust Ridge Quarry	Road materials	\$ 3,113.30
10/11/2023	63872	LVL Engineering Group	Engineering services	\$ 6,695.68
10/11/2023	63873	MRM Worker's Compensation Pooled Trust	Install 2 of 12 2023	\$ 18,724.63
10/11/2023	63874	PMHIC	Insurance	\$ 41,635.06
10/11/2023	63875	Portland Contractors, Inc.	Sep 2023 contracted services	\$ 320.00
10/11/2023	63876	PPL Electric Utilities	Area and traffic lights	\$ 100.70
10/11/2023	63877	PSATS UC GROUP TRUST FUND	Q3 2023 UC Cont	\$ 1,026.19
10/11/2023	63878	Sarcinello Planning & GIS Services	Sep 2023 Zoning Ord Amend Services	\$ 3,136.92
10/11/2023	63879	Shinetime Auto Wash & Lube	Jun 2023 Police Car Washes	\$ 16.00
10/11/2023	63880	Signal Service, Inc.	Contracted services traffic light repair	\$ 4,146.68

10/11/2023	63881	Sparkle Car Wash	Car Washes	\$	9.40
10/11/2023	63882	State Workers Insurance Fund	Workers compensation	\$	2,055.00
10/11/2023	63883	Stephenson Equipment, Inc.	PW equipment	\$	325.25
10/11/2023	63884	Suburban Propane	Vehicle fuel	\$	4,844.61
10/11/2023	63885	Teamster Local 773 - Non-Uniform	Oct 2023 Dues	\$	617.00
10/11/2023	63886	Teamster Local 773 - Police	Oct 2023 Dues	\$	1,784.00
10/11/2023	63887	That's Gotta Go	Poc TWP Cleanup	\$	12,300.00
10/11/2023	63888	UNIFIRST Corporation	TWP Mats	\$	38.09
10/11/2023	63889	Wilson Products Compressed Gas Co.	Argon Mix & Industrial Oxygen	\$	16.00
10/11/2023	63890	Zelenkofske Axelrod LLC	2022 Audit	\$	17,500.00

**TOTAL GENERAL FUND** **\$145,281.25**

### Sewer Operating

Date	Check	Vendor	Memo	Amount
10/11/2023	2596	Allstate Septic Systems, LLP	Rt 611 & 715 Pump Station Pumping	\$ 600.00
10/11/2023	2597	BLUE RIDGE COMMUNICATIONS	Pump Stations Phone	\$ 127.42
10/11/2023	2598	BRODHEAD CREEK REGIONAL AUTHORITY	Sewer Mapping	\$ 4,875.00
10/11/2023	2599	BRODHEAD CREEK REGIONAL AUTHORITY	Oct 2023 O&M	\$ 109,050.59
10/11/2023	2600	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 3,321.53
10/11/2023	2601	Curtis Power Solutions	2020 Clarke Chuys C5 Rental	\$ 3,330.00
10/11/2023	2602	Henry's Generator Service	ER Diagnostics @ Pump Station 1	\$ 3,092.75
10/11/2023	2603	Locust Ridge Quarry	Road materials	\$ 89.80
10/11/2023	2604	LVL Engineering Group	Engineering services	\$ 9,646.13
10/11/2023	2605	Multi-Dimensional Integration Inc.	Emergency Support	\$ 1,104.68
10/11/2023	2606	PA One Call System, Inc	Sewer Mapping	\$ 119.10
10/11/2023	2607	Stroudsburg Electric Motor Service	Wrench Kits & Fuel Grinder for Grinder for Trucks	\$ 1,159.96

**TOTAL Sewer Operating** **\$136,516.96**

### Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
10/11/2023	756	Hayden Power Group	Inv 06242 Proj 1931031B PS 5 Pt II Improvements	\$ 15,412.60
10/11/2023	757	LVL Engineering Group	Jock Pump Proj PS 5 Pt II Permit Bid/Construct Admin Serv	294.4

**TOTAL Sewer Construction Fund** **\$15,707.00**

Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
10/11/2023	1477	Blue Ridge Lumber	TLC Sound Garden	\$ 402.55
10/11/2023	1478	Dell Marketing	Police Server	\$ 16,980.09
10/11/2023	1479	Green Pond Nursery, Inc.	Certi-play for MVP Zip Line	\$ 2,617.50
10/11/2023	1480	H & K GROUP	Proj 03769-118 2023 Pocono Road Paving	\$ 424,380.19
10/11/2023	1482	LVL ENGINEERING GROUP	Capital eng	\$ 8,270.60
10/11/2023	1483	MRC, Inc.	MVP Challenge Course Open Space \$ IN LIEU OF	\$ 84,817.46
10/11/2023	1484	VIGILANT SOLUTIONS LLC	LPR ARPA FUNDS	\$ 11,980.00
10/11/2023	1485	Whitaker Brothers Business Machines, Inc.	Shredder	\$ 3,264.71
TOTAL Capital Reserve Fund				<u>\$552,713.10</u>

Liquid Fuels

Date	Check	Payee	Memo	Amount
10/11/2023		H & K GROUP	Liquid Fuels Proj 03769-118 2023 Pocono Road Paving	\$ 447,600.00
				<u>\$447,600.00</u>

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
10/10/2023	1040	PTW FIRE DEPARTMENT	FIRE TAX DISB.	\$ 2,300.00
TOTAL Fire Tax				<u>\$2,300.00</u>

ESSA

General Fund	\$	145,281.25	Authorized by: _____
Sewer Operating	\$	136,516.96	
Sewer Construction Fund	\$	15,707.00	
Capital Reserve	\$	552,713.10	
Fire Tax Disbursement	\$	2,300.00	
Liquid Fuels	\$	447,600.00	Transferred by: _____
TOTAL ESSA TRANSFER	\$	<u>1,300,118.31</u>	

DRAFT

# 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	-133,893.19
100.000 · General Fund Cash	5,614,359.77
100.001 · Petty Cash	210.75
100.002 · ESSA Payroll account	1,167.56
100.003 · KOLLAR COMMITTED	5,357.54
103.002 · ESSA Fees In Lieu COMMITTED	533,342.96
<b>Total Checking/Savings</b>	<u>6,020,545.39</u>
<b>Other Current Assets</b>	
140.300 · Taxes Receivable	10,054.05
142.100 · Delinquent Taxes Receivable	-0.26
145.100 · Accounts Receivable Adjustments	5,438.75
<b>Total Other Current Assets</b>	<u>15,492.54</u>
<b>Total Current Assets</b>	<u>6,036,037.93</u>
<b>Other Assets</b>	
155.000 · Prepaid Expenses	3,913.45
155.100 · Prepaid Insurance	13,261.00
<b>Total Other Assets</b>	<u>17,174.45</u>
<b>TOTAL ASSETS</b>	<u><u>6,053,212.38</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	<u>26,244.08</u>
<b>Total Liabilities</b>	<u>26,244.08</u>
<b>Equity</b>	
279.000 · Fund Balance	3,495,013.98
279.001 · Committed Open Spaces	531,046.23
Net Income	2,000,908.09
<b>Total Equity</b>	<u>6,026,968.30</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>6,053,212.38</u></u>

10/11/2023

**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	519,491.28
100.103 · MC CONS. DIST. GRANT/ PARK LANE	417.70
100.104 · DCNR GRANT BRC-PRD-28-100	926.53
<b>Total Checking/Savings</b>	<u>520,835.51</u>
<b>Other Current Assets</b>	
145.000 · GRANT RECEIVABLES	147,630.00
<b>Total Other Current Assets</b>	<u>147,630.00</u>
<b>Total Current Assets</b>	<u>668,465.51</u>
<b>TOTAL ASSETS</b>	<u><b>668,465.51</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	500,000.00
<b>Equity</b>	
299.000 · Retained Earnings	520,080.41
Net Income	-351,614.90
<b>Total Equity</b>	<u>168,465.51</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>668,465.51</b></u>

10/11/2023

**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	4,041,585.50
100.003 · ESSA SEWER CHECKING	-128,248.90
100.004 · PEOPLE'S SECURITY CD	51,347.00
<b>Total Checking/Savings</b>	<u>3,964,683.60</u>
<b>Other Current Assets</b>	
120.100 · A/R Sewer Usage Charges	98,176.00
<b>Total Other Current Assets</b>	<u>98,176.00</u>
<b>Total Current Assets</b>	<u>4,062,859.60</u>
<b>Other Assets</b>	
155.100 · Prepaid Expenses	8,500.00
<b>Total Other Assets</b>	<u>8,500.00</u>
<b>TOTAL ASSETS</b>	<u><u>4,071,359.60</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>	7,617.63
<b>Equity</b>	
299.000 · Fund Balance	4,164,122.96
299.999 · Prior Period Adjustment	-106,046.88
<b>Net Income</b>	5,665.89
<b>Total Equity</b>	<u>4,063,741.97</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>4,071,359.60</u></u>

10/11/2023

**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>	
100.000 · Sewer Design & Construct Cash	-15,707.00
100.106 · ESSA 3M Checking	25,193.94
100.109 · FKB MM 2021	1,083,959.43
100.112 · ESSA 3M Money Market	1,749,983.04
<b>Total Checking/Savings</b>	<u>2,843,429.40</u>
<b>Total Current Assets</b>	<u>2,843,429.40</u>
<b>TOTAL ASSETS</b>	<u><u>2,843,429.40</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
299.000 · Fund Balance	1,495,840.57
<b>Net Income</b>	<u>1,347,588.83</u>
<b>Total Equity</b>	<u>2,843,429.40</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,843,429.40</u></u>



10/11/2023

ARPA FUND  
Balance Sheet  
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.001 - ARP FUNDS	<u>852,043.16</u>
Total Checking/Savings	<u>852,043.16</u>
Total Current Assets	<u>852,043.16</u>
TOTAL ASSETS	<u><u>852,043.16</u></u>
LIABILITIES & EQUITY	0.00



**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

October 12, 2023

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

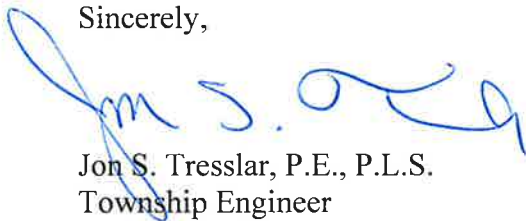
**SUBJECT: CHERRY LANE DEVELOPMENT PARTNERS – WAWA #8187, 2977 ROUTE 611  
CONSTRUCTION ESCROW RELEASE NO. 1  
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
POCONO TOWNSHIP LDP NO. 1393, LVL PROJECT NO. 2230179R**

Dear Commissioners:

Based upon our review of this request and construction inspections to date, we recommend that the Applicant be allowed to reduce their construction escrow by **ONE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED SEVEN DOLLARS AND TWENTY-SIX CENTS (\$146,307.26)**. 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

Enclosures

cc: Taylor Muñoz – Township Manager  
Leo DeVito, Esquire – Township Solicitor  
Lisa Pereira, Esquire, Broughal & DeVito, LLP  
Robert Cunningham, P.E. – Holmes Cunningham, LLC – Applicant's Engineer  
John A. Cogan – Cherry Lane Development Partners, LLC  
Melissa E. Hutchison, P.E. – LVL Engineering Group

S:\2022\2230179R\Construction\Escrow\Release No. 1\Escrow Release #1 Cover Letter.docx



**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

October 12, 2023

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

**SUBJECT: TRAPASSO HOTEL LAND DEVELOPMENT  
CONSTRUCTION ESCROW RELEASE NO. 10  
POCONO TOWNSHIP, MONROE COUNTY, PENNSYLVANIA  
POCONO TOWNSHIP LDP NO. 1277, LVL PROJECT NO. 1330276B**

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 **NINETY-ONE THOUSAND ONE HUNDRED ELEVEN DOLLARS AND SEVENTY-ONE CENTS (\$91,111.71)**. 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

Enclosures

cc: Taylor Muñoz – Township Manager  
Leo DeVito, Esquire – Township Solicitor  
Lisa Pereira, Esquire, Broughal & DeVito, LLP  
Brian K. Winot, Trapasso & Winot Enterprises, LLC  
Vincent Trapasso, Trapasso Enterprises, LLC – Property Owner  
Thomas Serpico, P.E. – Pennoni Associates, Inc.  
Melissa E. Hutchison, P.E., LVL Engineering Group

S:\2013\1330276B\Construction\Payment Applications\No. 10\Escrow Release #10 Cover Letter.docx

<b>Customer:</b>	Pocono Township	<b>Sales Order</b>	
<b>Customer Address:</b>	112 Township Drive Tannersville, PA 18372	<b>Order #:</b>	00006560
<b>Customer County:</b>	Monroe	<b>Sales Order Date:</b>	August 15, 2023
<b>Customer Admin Contact:</b>	Taylor Munoz	<b>Effective Date:</b>	Date of customer signature below
<b>Customer Admin Phone:</b>	570-629-1922	<b>New/Add-On:</b>	New Logo Core
<b>Customer Admin Email:</b>	tmunoz@poconopa.gov	<b>Sales Rep:</b>	John Wray

### Investment Summary

Software Services - Subscription	\$18,000.00
Hosting Services	\$4,000.00
Professional Services - Implementation	\$7,000.00
Conversion Services	\$8,000.00
<b>Year 1 Investment:</b>	<b>\$37,000.00</b>

### Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

<b>Software Services - Subscription</b>	<b>Amount</b>
Electronic Requisitions - 3 Year	\$3,000.00



Software Services - Subscription	Amount
Escrow Accounting - 3 Year	\$3,000.00
Finance Super Suite - 3 Year	\$8,000.00
Finance ViewPoint Dashboard - 3 Year	\$2,000.00
Municipal Dashboard - 3 Year	\$2,000.00
Annual Fees:	\$18,000.00

Hosting Services	Amount
Hosting (Level I)	\$4,000.00
Annual Fees:	\$4,000.00

Professional Services - Implementation	Amount
Finance ViewPoint Dashboard Implementation	\$500.00
Standard Finance Implementation I	\$6,500.00
One-Time Fees:	\$7,000.00

Conversion Services	Amount
Escrow - Base Conversion	\$2,500.00
<i>- Project Master Information</i>	
<i>- Developer Master Information</i>	
<i>- Open Project Balances</i>	
Finance - Base Conversion	\$5,500.00
<i>Chart of Accounts</i>	
<i>Summary Account Financial Information for 3 years + current fiscal year budgets</i>	
<i>- Opening/Ending Balances</i>	
<i>- Summarized Year to Date Activity</i>	
<i>- Vendor Master Information</i>	
<i>- Current Calendar Year 1099 Payment Totals</i>	
<i>- Fixed Asset Master Information</i>	

Conversion Services	Amount
	<b>One-Time Fees: \$8,000.00</b>

<b>Software Services - Subscription Notes</b>	<p>Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date.</p> <p>Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.</p>
---	---

<b>Hosting Services Notes</b>	<p>The initial Hosting Services Term shall be 36 months commencing on the Effective Date.</p> <p>The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.</p>
-------------------------------	--

<b>Professional Services - Notes</b>	Includes all standard implementations listed under "Professional Services - Implementation".
--------------------------------------	--

<b>Professional Services - Notes</b>	Includes all standard implementations listed under "Professional Services - Implementation".
--------------------------------------	--

<b>Sales Order Notes</b>	<p>Live, remote implementation &amp; training.</p> <p>Onsite available upon request with travel expenses.</p> <p>Quoted data conversion scope of work based on typical projects.</p> <p>Alternate conversions available upon request and priced accordingly.</p> <p>Unless quoted, implementation is included with module subscription.</p> <p>Optional pos hardware available upon request.</p> <p>By signing this quote or subsequent sales order, the client confirms the contents meets their expectations.</p> <p>Any post signature acceptance project requests are subject to added costs.</p> <p>System live dates determined by EGT project management staff.</p>
--------------------------	--



Please return executed Sales Orders via  
DocuSign or Email to:  
**Edmunds GovTech, Inc.**  
Email: [SalesOrders@EdmundsGovTech.com](mailto:SalesOrders@EdmundsGovTech.com)  
P: 888.336.6999 | F: 609.645.3111  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)  
**Sales Order #: 00006560**

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Pocono Township

By: _____	Date: _____	By: _____	Date: _____
John Wray Regional Sales Director		Taylor Munoz Township Manager & Secretary	





## Pocono Township Payment Schedule

Prepared by: John Wray, Regional Sales Director

Proposal Date: 08/15/2023

Year 1 Investment	Amount Due
Subscription Fees (100%)	\$18,000.00
Implementation Fees (50%)	\$3,500.00
Hosting Fees (100%)	\$4,000.00
Conversion Fees (50%)	\$4,000.00
Upon Contract Execution: Payment 1	<b>\$29,500.00</b>
Implementation Fees (25%)	\$1,750.00
Conversion Fees (25%)	\$2,000.00
60 Days After Contract Execution: Payment 2	<b>\$3,750.00</b>
Implementation Fees (25%)	\$1,750.00
Conversion Fees (25%)	\$2,000.00
60 Days After Go-Live: Payment 3	<b>\$3,750.00</b>
Total Year 1 Investment	<b>\$37,000.00</b>

Year 2-3 Investment	Amount Due
Subscription Fees (100%)	\$18,000.00
Hosting Fees (100%)	\$4,000.00
Annual Payment	<b>\$22,000.00</b>





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

THIS RELEASE, DISCHARGE AND TERMINATION OF EASEMENT (“Termination”) made the \_\_\_\_ day of October, 2023 by and between **POCONO TOWNSHIP**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 112 Township Drive, Tannersville, PA 18372 (the “Township”), and **SANOFI PASTEUR, INC.**, a Delaware corporation, having an address of One Discovery Drive, Swiftwater, PA 18370 (“Sanofi”).

WHEREAS, Sanofi is the owner of a property located at 110 Laurel Drive, Swiftwater, PA (Tax Code No. 12.12.2.10-2, formerly Tax Code No. 12.11.1.7) (the “Sanofi Parcel”); and

WHEREAS, pursuant to a Sewer Easement and Right-of-Way Agreement dated March 12, 2009 and recorded in the Office of the Recorder of Deeds for Monroe County in Record Book 2352, Page 880 (the “Sewer Easement Agreement”), Sanofi provided the Township with an easement over a portion of the Sanofi Parcel for the purpose of constructing and maintaining sanitary sewer lines and all appurtenances thereto (the “Sewer Lines”) and for the transportation of sewage through the Sewer Lines in, on, over, under, through and across the Sanofi Parcel (the “Easement”); and

WHEREAS, the parties intend, contemporaneously herewith, to enter into a new easement and right-of-way agreement providing the Township with the necessary rights to construct and maintain the Sewer Lines and transport sewage through the Sewer Lines; and

WHEREAS, the Township wishes to release, discharge and terminate all those certain rights granted in favor of the Township under the Sewer Easement Agreement; and

WHEREAS, the Township and Sanofi are the sole parties that have any benefit or burden from the Easement;

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Township and Sanofi hereby agree as follows:

1. The Sewer Easement Agreement is hereby terminated. The Township hereby forever releases, discharges and terminates any and all rights to, and right of way or access of any kind which had been owned by the Township pursuant to the Easement.

2. The provisions of this Termination shall run with the land and shall benefit the Sanofi Parcel.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties have executed this Termination as of the date first above written.

ATTEST:

POCONO TOWNSHIP

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

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

ATTEST:

SANOFI PASTEUR, INC.

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

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

**COMMONWEALTH OF PENNSYLVANIA** }  
 } ss.  
**COUNTY OF MONROE** }

On this \_\_\_\_ day of October, 2023, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Pocono Township Board of Commissioners, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as \_\_\_\_\_.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA }  
 } ss.  
 COUNTY OF MONROE }

On this \_\_\_\_ day of October, 2023, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Sanofi Pasteur, Inc., a Delaware corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as \_\_\_\_\_.

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

Notary Public

[

Tax Code No. 12.12.2.10-2 (formerly Tax Code No. 12.11.1.7)

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

THIS RELEASE, DISCHARGE AND TERMINATION OF EASEMENT (“Termination”) made the \_\_\_\_ day of October, 2023 by and between **POCONO TOWNSHIP**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an address of 112 Township Drive, Tannersville, PA 18372 (the “Township”), and **SANOFI PASTEUR, INC.**, a Delaware corporation, having an address of One Discovery Drive, Swiftwater, PA 18370 (“Sanofi”).

WHEREAS, Sanofi is the owner of a property located at 110 Laurel Drive, Swiftwater, PA (Tax Code No. 12.12.2.10-2, formerly Tax Code No. 12.11.1.7) (the “Sanofi Parcel”); and

WHEREAS, pursuant to a Sewer Easement and Right-of-Way Agreement dated November 6, 2007 and recorded in the Office of the Recorder of Deeds for Monroe County in Record Book 2323, Page 5994 (the “Sewer Easement Agreement”), Sanofi provided the Township with an easement over a portion of the Sanofi Parcel for the purpose of constructing and maintaining sanitary sewer lines and all appurtenances thereto (the “Sewer Lines”) and for the transportation of sewage through the Sewer Lines in, on, over, under, through and across the Sanofi Parcel (the “Easement”); and

WHEREAS, the parties intend, contemporaneously herewith, to enter into a new easement and right-of-way agreement providing the Township with the necessary rights to construct and maintain the Sewer Lines and transport sewage through the Sewer Lines; and

WHEREAS, the Township wishes to release, discharge and terminate all those certain rights granted in favor of the Township under the Sewer Easement Agreement; and

WHEREAS, the Township and Sanofi are the sole parties that have any benefit or burden from the Easement;

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Township and Sanofi hereby agree as follows:

1. The Sewer Easement Agreement is hereby terminated. The Township hereby forever releases, discharges and terminates any and all rights to, and right of way or access of any kind which had been owned by the Township pursuant to the Easement.

2. The provisions of this Termination shall run with the land and shall benefit the Sanofi Parcel.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written

ATTEST:

POCONO TOWNSHIP

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

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

ATTEST:

SANOFI PASTEUR, INC.

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

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

COMMONWEALTH OF PENNSYLVANIA }  
 } ss.  
 COUNTY OF MONROE }

On this \_\_\_\_ day of October, 2023, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Pocono Township Board of Commissioners, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as \_\_\_\_\_.

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

Notary Public

**COMMONWEALTH OF PENNSYLVANIA** }  
 } ss.  
**COUNTY OF MONROE** }

On this \_\_\_\_ day of October, 2023, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Sanofi Pasteur, Inc., a Delaware corporation, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as \_\_\_\_\_.

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

Notary Public

[



Tax Code No. 12.12.2.10-2 (formerly Tax Code No. 12.11.1.7)

## **SEWER EASEMENT AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of October 2023, by and between **SANOPI PASTEUR, INC.**, a Delaware corporation, successor in interest to Connaught Laboratories, Inc. and Aventis Pasteur, Inc., of One Discovery Drive, Swiftwater, Pennsylvania 18370, party of the first part, hereinafter called the “GRANTOR”;

**AND**

**POCONO TOWNSHIP**, a Pennsylvania township of the second class, having its principal office at 112 Township Drive, Tannersville, PA 18372, party of the second part, hereinafter called the “GRANTEE”.

### **WITNESSETH:**

**THAT** in consideration of the sum of ONE and 00/100 (\$1.00) DOLLAR, the receipt whereof is hereby acknowledged, the covenants and agreements hereinafter contained, and for other good and valuable consideration, the GRANTOR has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns;

**ALL THAT CERTAIN** permanent easement and right-of-way for the purpose of constructing, reconstructing, laying, relaying, installing, improving, extending, maintaining, operating, inspecting, repairing, replacing and/or removing sanitary sewer lines (including but not limited to sewer mains, force mains, casings, laterals, ground stabilization improvements, valves, boxes, wires, manholes and vaults), and all appurtenances thereto (collectively the “Sewer Lines”), and for the transportation of sewage through said Sewer Lines and connections thereto, in, on, over, under, through and across the lands of the

GRANTOR situate in the Township of Pocono, County of Monroe, and Commonwealth of Pennsylvania, bounded and described as set forth in the legal description and plan prepared by Borton Lawson Engineering., both dated \_\_\_\_\_, which are attached hereto as Exhibit "A" and Exhibit "B" respectively, and incorporated herein and made a part hereof by reference.

The said Sewer Lines shall be maintained or reconstructed pursuant to plans and specifications, as they may be amended, on file in the office of the GRANTEE and shall be subject to resolution or resolutions now in effect, or hereinafter adopted, affecting and governing said Sewer Lines.

**TOGETHER** with the right of the GRANTEE, as well as GRANTEE'S successors, assigns, contractors, subcontractors, agents and employees, of free ingress, egress and regress with personnel, materials, machinery and equipment for the purpose of constructing, reconstructing, laying, relaying, installing, improving, extending, maintaining, operating, inspecting, repairing, replacing and removing said Sewer Lines.

**ALSO TOGETHER** with the permanent and unlimited right of ingress, egress, and regress in, on, over, along, through, upon and across all entrance roads, exit roads, parking areas and driving lanes, from the public rights-of-way to and from the above described permanent easement and right-of-way.

GRANTEE and its successors, assigns, contractors, subcontractors, agents and employees shall have full and free use of the said easements and rights-of-way for the purposes named and shall have all rights and privileges as reasonably necessary to the exercise of the said easements and rights-of-way, including the right to use the adjoining land of GRANTOR, where necessary.

GRANTOR agrees not to erect, nor allow to be erected, any building or structure of any kind in, upon or over said easements and rights-of-way, but GRANTOR shall have the right to fully use and enjoy the said premises in any manner not inconsistent with the easements, rights-of-way and privileges hereby granted to GRANTEE.

GRANTOR reserves the right to use the above-described easement areas and to grant such other easements, rights or privileges to such other persons and for such purposes, as GRANTOR, in its discretion, may elect, so long as such purposes do not unreasonably interfere with the easements hereby granted to GRANTEE.

GRANTEE shall have the right to enter upon the lands of GRANTOR for the purpose of exercising the rights and privileges of GRANTEE contained in this Agreement, and the right to trim, cut, remove or control by any reasonable means, any and all trees, bushes and/or undergrowth which may interfere with, or endanger the safe and efficient operation and construction of, the Sewer Lines.

After constructing, reconstructing, laying, relaying, installing, improving, extending, maintaining, operating, inspecting, repairing, replacing and/or removing said Sewer Lines, GRANTEE shall be responsible for promptly restoring, at its sole cost and expense, GRANTOR'S property to as near to the condition as previously existed as may be practicable, if GRANTOR'S property is damaged or destroyed as a result of the construction, maintenance, repair, replacement, extension, removal or operation of the Sewer Lines.

GRANTEE agrees to indemnify and hold GRANTOR harmless against any and all loss, damage, costs and expenses which GRANTOR may hereafter suffer, incur, be put to or pay by reason of the construction, maintenance, repair, replacement, extension, removal or operation of the said Sewer Lines within the described easements.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania.

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written

ATTEST:

**POCONO TOWNSHIP**

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

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

ATTEST:

**SANOFI PASTEUR, INC.**

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

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

**COMMONWEALTH OF PENNSYLVANIA     }**

**} ss.**

**COUNTY OF MONROE                                     }**

On this \_\_\_\_\_ day of October, 2023, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Pocono Township Board of Commissioners, and that he as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

$$\}$$

} ss.

$$\}$$

---

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

Notary Public