

MOUNT POCONO BOROUGH PLANNING COMMISSION
SPECIAL MEETING AGENDA
Wednesday, Nov 19, 2025 – 6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

_____ K. Hart, _____ S. Speno, _____ J. Kingel, _____ G. Melbert, _____ T. Neville, _____ C. Connor

4. Preliminary Announcements

5. Consider Approval of Minutes – Regular Meeting Minutes

a. Oct 15, 2025

6. New Business

a. Welcome new commissioner Tom Neville

7. Old Business

a. Sheetz

8. Public Participation

9. Adjournment

**MOUNT POCONO BOROUGH PLANNING COMMISSION
REGULAR MEETING MINUTES
Wednesday, Oct 15, 2025 – 6:30 PM**

The Planning Commission Regular meeting was opened at 6:30 P.M. by K.Hart.

Pledge of Allegiance – was said by all.

Roll Call – The following were present: __K. Hart; __J. Klingel; __S. Speno; __C. Connor __G. Melbert.
Also, present were: __D. Santiago. __A. Salazar

PRELIMINARY ANNOUNCEMENTS:

- Pennsylvania American Water revised land development application will not be dealt with at the meeting. It is on its way to Borough council for their decision.

APPROVAL OF MINUTES – J. Klingel moved to accept the Regular Meeting minutes of Wednesday, June 18, 2025, as presented. S. Speno seconded. Motion carried 3-0

NEW BUSINESS-

Data Center Ordinance Recommendations

- Norm Delano council president: "Basically, if anybody doesn't know what a data center is, it's a humongous warehouse with a bunch of servers that requires a lot of electricity, a lot of water, and it could really do a job on your infrastructure."
- Norm Delano's problem is that the borough is small, and he wants to avoid any problems by addressing the issue now.

Chairman Ken Hart:

- One concern is that data centers have a short window to turn a profit due to technological advancements.
- Another concern is whether a data center coincides with the comprehensive plan.
- Data centers should be in industrial type or manufacturing industrial zoning areas.
- Cryptocurrency mining facility data center equipment should be added to the list under the industrial district.
- Language should be added to identify that the Mount Pocono Municipal Authority should be involved in lot sewage disposal.
- Questions about why an applicant would need to provide an interconnection agreement with a traditionally use application if they wanted to put a data center.

Solicitor C. Clark

- The applicant needs to provide an interconnection agreement with the conditional use application form from the applicable electric service provider.
- Conditional use requires borough zoning authority, a public hearing, and comments before land development.

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Ordinance Questions and Comments

Commissioner Jess Klingel:

- Page five, 13A: Concerns about public nuisance (noise, glare, light, visual obstacles); suggestion to include air quality, permits, and backup generators.

Solicitor C. Clark

- Concern about requiring a 5-acre parcel in an industrial district where such parcels may not exist.
- Thinks it's a good ordinance overall

Public Comment - Mike Oser

- Data centers require power and water (primarily for cooling).
- Electricity can be generated by gas and diesel if the electric grid is insufficient.

Section 302 - Data Storage Centers

- Limiting the use of a five-acre parcel with a 100-foot-wide buffer reduces the usable area to almost three acres.
- Requiring an impenetrable visual screen of evergreen species creates a fire hazard.
- Believes the buffer yard may overlap the required side, front, and rear yards for a building setback, potentially negating the 100-foot buffer.
- Oser suggests putting a dollar price on a bond for screening requirements, creating a performance guarantee.

Chairman Ken Hart:

- The speaker says that the cost changes over time, and that you can't put a dollar sign in the ordinance because you don't know how much the project will cost.

Mike Oser:

- Believes that promoting Leadership in Energy and Environmental Design certification is basically promoting an industry in reference to silverware.
- Oser questions who will determine compliance with public safety communication system requirements, referencing the Polk building code.

Environmental Impact Assessment

- Mr. Oser suggests expanding the environmental impact assessment to include hazardous materials and stormwater management.
- Mr. Oser suggests including the word "comprehensive" in reference to the environmental impact assessment.

Adverse Impacts

- Mr. Oser questions who will make statements about unavoidable adverse impacts, suggesting that applicants may not provide accurate statements.

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- Chairman Ken Hart says that they would defer that to solicitors and that Jim and Clark would address those notes.

Critical Impact Areas

- Mr. Oser questions who reviews critical impact areas and the costs associated with those reviews.
- Chairman Ken Hart says that critical impact areas include floodplains, riparian buffers, streams, wetlands, and slopes, involving DCNR.
- Chairman Ken Hart says that the land development ordinance covers a lot of the things that Mr. Rosenberg is mentioning.

Interconnection Agreement

- Mr. Oser notes that the ordinance now defines an interconnection agreement, addressing a previous question he had.

Conditional Use vs. Special Exception

- Mr. Oser questions why the data center is being considered as a conditional use rather than a special exception through the Zoning Hearing Board.
- Chairman Ken Hart clarifies that the Zoning Hearing Board cannot bring in witnesses or impose conditions like the council can with a conditional use.
- A defined use with every detail taken care of would rectify any condition, any problems of any future data set center that's coming up.

Raissa Simchak Zoning Hearing Board

- A Zoning Hearing Board member suggests requiring a community Q&A and notifying neighbors within a five-mile radius about the proposed data center.
- The Zoning Hearing Board member wants to see proof of the beneficial impact of having a data center in the borough.
- They also believe the data center should pay for any necessary infrastructure upgrades, such as the electrical grid.

Community Engagement and Ordinance Amendments

- There will be a hearing before passing the ordinance.
- Mr. Oser recalls ordinances requiring applicants to meet with local people in an informal hearing before presenting to the council.
- A question is raised about LED leadership in energy and environmental design.

Certificate Recommendation

Chairman Ken Hart is against mandating green technology because they don't want to promote an industry through legislation.

Motion- Chairman Ken Hart moves to recommend that the council approve the ordinance after considering including all definitions from section 202 in section 17A.

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- Chairman Ken Hart also recommends that the council review striking item 10 from section 302 and consider items 4A, 13, and D1 from section 302.
- Mr. Roser raised concerns about 3002.4a (buffer pine tree being a fire hazard), 302 13 (comprehensive environmental impact assessment), and 202 13d1 (alternative analysis and description of alternatives to the impacts).
- S.Speno moved to approve motion, J. Klingel seconds the motion.
- The motion carried 3-0
- Solicitor Clark Connor mentions the commission needs to track items while they are before them because council has to act within 90 days to avoid a "deemed approved project."
- If an applicant isn't ready, they don't have to come to a meeting but must submit a written request to extend the planning period.

PUBLIC PARTICIPATION – None

Adjournment – The Planning Commission adjourned at 7:20 P.M.

Submitted by,

Destiny Santiago
Planning Commission Recording Secretary



Sender's Direct Telephone (814) 239-6062
Sender's Direct Facsimile (814) 941-5105

VIA OVERNIGHT DELIVERY

November 7, 2025

Harvest Properties 1 LLC
Attn: George Strunk
128 George Lane
Effort, PA 18330

Re: Lease Agreement between Harvest Properties 1 LLC and Sheetz, Inc.
Location: Intersection of Pocono Boulevard and Pine Hill Road, Mt. Pocono, PA

Dear Mr. Strunk:

Reference is made to the above-described Lease Agreement (as amended, the "Lease"); capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease. We regret to inform you that Sheetz is hereby terminating the Lease (in accordance with Section 1.3 thereof) effective as of the date of this letter due to our project costs exceeding the allowable budget.

Although we are disappointed that we are unable to move forward, it has been a pleasure working with you and your team and we wish you luck in your endeavor to develop the land. We thank you for your cooperation and efforts regarding this project and welcome the opportunity to work together again should the opportunity arise. Please do not hesitate to contact me or the rest of our team with any questions in the meantime.

Please do not hesitate to contact me if you have any questions.

Respectfully,

Robert M. Jochen
Director of Real Estate Legal

cc: George S. Worthington, Esq.
Brian Dinges, VP of Store Development
Mike LaCesa, Sr. Director of Real Estate
Kyle Smith, Director of Real Estate
Dave Smith, Sr. Real Estate Site Selector
Jess Strittmatter, Entitlement Manager
Jennifer Schramke, Real Estate Legal Coordinator II (Lease Admin.)

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Fifth Amendment") is made this ____ day of _____, 2025 (the "Fifth Amendment Effective Date"), by and between **HARVEST PROPERTIES 1, LLC**, a Pennsylvania limited liability company ("**Landlord**") and **SHEETZ, INC.**, a Pennsylvania corporation ("**Tenant**").

RECITALS

A. On November 29, 2023, Landlord and Tenant entered into a Lease Agreement, as amended by that certain First Amendment to Lease Agreement dated January 29, 2024, that certain Second Amendment to Lease Agreement dated February 25, 2024, that certain Third Amendment to Lease Agreement dated April 26, 2024, and that certain Fourth Amendment to Lease Agreement dated May 8, 2025 (collectively, the "Lease") for tracts of land containing approximately 3.95 acres, more or less, located at or near the northeast corner of the intersection of Pocono Boulevard (SR 611) and Pine Hill Road, Borough of Mt. Pocono, Monroe County, Pennsylvania.

B. Landlord and Tenant desire to amend the Lease in order to extend the Permitting Period until such time as set forth herein, subject to and in accordance with the terms, the conditions, covenants, and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and the foregoing recitals, the parties hereto, intending to be legally bound, agree and covenant as follows:

1. **Definitions and Recitals.** Capitalized terms used in this Fifth Amendment shall have the same meaning ascribed to such capitalized terms in the Lease, unless otherwise provided for herein. The above Recitals are specifically incorporated herein by reference.

2. **Tolling of Permitting Period.** Notwithstanding anything to the contrary contained in the Lease, Landlord and Tenant acknowledge and agree that the Permitting Period shall be suspended and deemed to be tolled, commencing on August 1, 2025, until (i) the Borough of Mt. Pocono acquires easements (including, without limitation, any and all agreements and/or approvals in connection therewith fully executed) on all properties impacted by the Borough of Mt. Pocono's improvements at the intersection of SR 611 and Pine Hill Road, that are essential to the traffic improvement plan and issuance of Tenant's HOP, (ii) the Borough of Mt. Pocono secures additional funding to complete the traffic improvement plan improvements and secure the easements as set forth in (i) above, and (iii) Tenant receives the necessary approvals, documentation and/or agreement from PennDOT removing the left turn lane requirements for the Sterling Road intersection improvements (collectively, the "Permitting Tolling Contingencies"). Upon the Parties' mutual satisfaction of the Permitting Tolling Contingencies, the Parties shall execute a mutually acceptable subsequent amendment providing for the recommencement of the Permitting Period and appropriately resetting the remaining balance of the Permitting Period, together with Tenant's available Permitting Period extensions.

3. **Relationship with Lease.** Except as modified by this Fifth Amendment, all the terms and provisions of the Lease shall remain in full force and effect.

4. **Counterparts; Electronic Signatures.** This Fifth Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature hereto delivered by Seller or Buyer by electronic transmission, legible facsimile transmission or pdf by email shall be deemed to be an original signature hereto, but the failure to deliver a manually executed counterpart shall not affect the delivery, enforceability or binding effect of this Fifth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have fixed their hands and seals to this Fifth Amendment to Lease Agreement the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

HARVEST PROPERTIES 1 LLC,
a Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

WITNESS/ATTEST:

TENANT:

SHEETZ, INC.
a Pennsylvania corporation

By: _____

Robert M. Jochen
Assistant Secretary