



**COOLBAUGH TOWNSHIP
MUNICIPAL CENTER**

5520 MUNICIPAL DRIVE, TOBYHANNA, PA. 18466

(570) 894-8490 * FAX (570) 894-8413

WWW.COOLBAUGHTWP.ORG

COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS

WORK SESSION AGENDA

November 2, 2026, 6:00PM

******CANCELED******

COOLBAUGH TOWNSHIP BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

November 2, 2026

Roll Call

BOARD OF SUPERVISORS

____ B. Weimer ____ A. Ruiz-Smith ____ C. Colgan ____ L. Kelly ____ C. Rogan
____ Solicitor Tuosto ____ E. Masker

Veterans Day Ceremony

Public input will be considered at the beginning of the meeting agenda. The public will be given an opportunity to speak on each agenda item. When speaking please state your name and the city or community that you reside in.

1. Public Input
2. Approval of minutes / notes:
 - October 20, 2026- Regular Meeting Minutes
3. Red Mill Holdings Letter Request for the County Assessment Office (03.3.1.2-2: T591)
4. Authorization to Execute a Joint Stipulation and Motion to Adopt Consent Order: Property located at 3150 Mohawk Trail
5. 1545 Prospect Street/ Proposed Wawa Development Earthmoving Agreement
6. Authorize Execution of the Two-Year Contract with Penn Strategies for Grant Writing Services
7. Authorize Annual Advertisement of Vacancies on Committees and Commissions



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8. Current obligations

• General Fund	\$ 503,801.18
• Escrow Fund	\$ 40,622.97
• Sewer Fund	\$ 9,983.60
Total Disbursements	\$ 554,407.75

9. Business Manager Comments/Updates

10. Solicitor Tuosto Comments/Updates

11. Board of Supervisors Executive Sessions

12. Adjournment

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**Coolbaugh Township Board of Supervisors
Work Session Minutes
October 6, 2026**

The meeting was called to order at 6:00pm by Chairman Weimer at the Coolbaugh Township Municipal Center located at 5520 Municipal Drive, Tobyhanna, PA.

Board Members Present:

William Weimer, Alma I. Ruiz-Smith, Clare Colgan, Lynn Kelly and Cara Rogan

Board Members Absent:

None

Staff Present:

Patrick Armstrong- Solicitor, Erin Masker- Township Secretary, Meredith Eilber- Business Manager, Darren Dixon-Controller, Tomas Keane- Director of Codes and Zoning

Staff Absent:

None

1. Discussion on Proposed Data Center Ordinance Amendment

Township Engineer- Daren Martocci reviewed proposed amendments to the Township's existing data center regulations developed through several months of Planning Commission discussion. Data centers would remain a conditional use in the Industrial Zoning District. The proposed amendment establishes classifications for different facility sizes and configurations, including edge, small, large and hyperscale operations, while addressing the possible conversion of existing warehouse or office buildings to data center use. The proposed standards address increased setbacks and buffers from residential areas, schools, places of worship and other sensitive receptors; reforestation and screening; and site layout. He presented an Industrial District map and property acreage information to illustrate how available lot sizes, irregular configurations and setbacks may limit feasible locations. Ms. Ruiz-Smith asked if the buffers are additional to setbacks and the potential for smaller facilities or adaptive reuse of existing buildings.

Water and energy demands were discussed at length. Mr. Martocci explained that cooling systems should use closed-loop technology, avoid groundwater wells for process cooling and demonstrate an adequate water source and energy supply capacity. Alternatives involving public-water storage tanks or towers were discussed where direct service is unavailable. The draft also addresses electrical supply, discourages routine on-site generation, restricts emergency generators to defined emergencies and necessary testing, and limits simultaneous generator exercises. Discussion included air-quality permits and proposed Tier 4 generator standards.

Noise control was identified as a principal concern. The draft requires preconstruction acoustic modeling, postconstruction sound testing before issuance of a certificate of occupancy, and third-party testing in response to valid complaints at the operator's expense. Standards address low-frequency and tonal noise as well as ordinary sound levels. Solicitor Armstrong explained that violations would be subject to zoning enforcement, including notices of violation, appeals and potential court action. Mr. Martocci also discussed battery storage, hazardous materials, coolant spills, decommissioning, and compliance with state and federal permitting requirements.

The Board considered the process for further review. Solicitor Armstrong advised that additional substantive and formatting revisions were necessary before referral to the Township and Monroe County Planning Commissions. A revised draft would return to the Board, followed by planning commission review and a later public hearing advertisement. Members recognized that the ordinance may need to evolve as technology changes.

- Discussion:** J. Miller discussed items regarding water capacity, regular ordinance review, sound enforcement and the potential conversion of buildings at Pocono Mountain Corporate Center North. D. Miller from the Tobyhanna Conservation Association asked about required disclosure of water use, wastewater discharge, energy sources, coolant handling and air emissions. The discussion also included a reported property acquisition near Billy Roy Road and Pocono Heights Road, and the importance of public transparency. J. Miller complemented Mr. Martocci and the Board for getting this ordinance in the works as the technology changes every day, asking Mr. Martocci how often he recommends that ordinances be reviewed. He was advised at least annually. J. Miller asked if an applicant is near a public water source, would they be required to hook up to that source, being advised that they would if the facility had available service. J. Miller asked if the Board was approached by a developer and asked to sign a nondisclosure agreement (NDA) if they would. Solicitor Armstrong emphasized the Township's public-body obligations and the Pennsylvania Right-to-Know Law, stating that none of his clients have ever been approached and would not be signing them if asked.

2. Discussion on 2027 Liquid Fuel Funding

Daren Martocci- Township Engineer, presented an assessment of Township Road conditions and the use of Liquid Fuels funding. The proposed approach would reallocate existing road maintenance funding rather than increase the overall budget, with the objective of extending pavement life and developing a predictable multiyear roadway maintenance program. He discussed the comparison of the cost and application of full mill-and-overlay paving with preventive treatments such as crack sealing, fog sealing, slurry sealing, micro surfacing and single- or double-coat surface treatments. He recommended selecting treatments based on road condition, traffic volumes and expected service life, initially emphasizing collector roads and major thoroughfares. Tree trimming was identified as a priority because overhanging canopies inhibit road drying and snowmelt and contribute to pavement deterioration. Joint bidding with neighboring municipalities was suggested as a possible source of savings. He stated that the existing Department of Public Works roadway records and segment inventories were described as a foundation for a longer-term maintenance schedule. Mr. Martocci offered to prepare a proposal outlining the cost of developing the program. The Board expressed support for further development of the concept. The discussion also identified potential Local Share Account grant opportunities for snowplows and maintenance trucks, which could free Liquid Fuels dollars for roadway work.

Mr. Martocci also provided an update to the requested Brake Retarder Restriction Ordinance relating to the lower part of Main Street reporting that a roughly 600-foot segment between Red Barn Road and Mill Street exceeds the PennDOT slope threshold of four percent over at least 200 feet, making a continuous brake-retarder restriction unlikely. He stated it would be impractical to

have an interrupted restriction zone just for that part of the road. Ms. Kelly asked about potential speed-management measures as well as signs for the prohibition and where they will be placed along the route. Mr. Martocci stated that we could request a speed limit change connection with the Main Street revitalization project and stated that the sign placement and installation of any signs are subject to PennDOT direction.

- **Discussion:** The Board indicated that they had no objection to further development of a roadway maintenance program and review of funding opportunities, giving Mr. Martocci the green light to move ahead. They all thanked him for his work on both the Ordinance amendment for the data centers and the Road Maintenance plan associated with the liquid fuel funding

3. Public Comment

No further comments were heard.

The work session concluded at 6:47 p.m.

Respectfully submitted,

Submitted by _____ Date _____

Erin Masker, Township Secretary

Witnessed by _____ Date _____

William Weimer, Chairman

**Coolbaugh Township Board of Supervisors
Regular Meeting Minutes
October 20, 2026**

The meeting was called to order at 6:51pm by Chairman Weimer at the Coolbaugh Township Municipal Center located at 5520 Municipal Drive, Tobyhanna, PA.

Board Members Present:

William Weimer, Alma I. Ruiz-Smith, Clare Colgan, Lynn Kelly and Cara Rogan

Board Members Absent:

None

Staff Present:

Patrick Armstrong- Solicitor, Erin Masker- Township Secretary, Meredith Eilber- Business Manager, Darren Dixon-Controller, and Tomas Keane- Director of Codes and Zoning

Staff Absent:

None

Announcements

Mr. Weimer announced that public input would be considered at the beginning of the meeting for non-agenda items, the public would be given an opportunity to speak on each agenda item, and speakers should state their name and community or city of residence.

1. Public Input

No comments were heard.

2. Approval of minutes / notes: October 6, 2026 – Regular Meeting Minutes

Ms. Ruiz-Smith made a motion second by Ms. Colgan to approve the Meeting Minutes of October 6, 2026 as presented.

- **Discussion:** None recorded.
- **Vote:** All in favor; motion passed.

3. Monthly/ Quarterly Reports

- **Pocono Mountain Regional Police-** Presented by Mr. Weimer. Ms. Eilber provided a follow-up to a resident's prior complaint concerning 3372 Ross Road, the Board was advised that police had averaged approximately two visits per year over nine years, without citations, and that a citation could follow another substantiated noise complaint.
- **Pocono Mountain Regional EMS-** Presented by Ms. Colgan.
- **Coolbaugh Township Volunteer Fire Company:** No report was presented.
- **Gouldsboro Volunteer Fire Company-** Presented by Mr. Weimer
- **Thornhurst Volunteer Fire and Rescue-** Presented by Mr. Weimer. The Board requested that all fire companies use the same standardized form that was provided.
- **Pocono Mountain Public Library-** No report was presented.

4. **Codes, Zoning and STR Report**

Mr. Keane presented the Codes, Zoning and Short-Term Rental Reports, noting an increase in complaints submitted through the complaint portal, many of which were found to be unfounded. Ms. Ruiz-Smith discussed the protocol that is in place with the fire company as it relates to “hoarding houses”. Mr. Keane stated that if they are called to a property and are faced with that situation they will make a note in the CAD system for future calls. Mr. Keane explained that such flags are not based on unverified public reports, but by instances that the fire department have encountered.

5. **ZHB Hearing – 885 Country Place Drive**

Mr. Keane reviewed the pending dimensional-variance application involving an existing deck at 885 Country Place Drive. A property survey obtained following concerns over improvements extending onto State Game Lands identified a deck approximately 637 square feet in area and eight feet from the rear property line, where a 24-foot rear setback was described as applicable. The current owner purchased the property in March 2025 and did not construct the deck; a shed located on State Game Lands has since been relocated.

- **Discussion:** The Board discussed the circumstances, the possibility of similar issues elsewhere in A Pocono Country Place, and whether to send legal representation or provide a written position to the Zoning Hearing Board. The discussion favored allowing the Zoning Hearing Board to determine the application while conveying the Board's concern about an eight-foot rear setback. No formal motion or vote was recorded. Therefore, a letter will be sent for the hearing.

6. **Adoption of Resolution #17-2026 – ACT 172 Volunteer Service Credit Program Criteria**

Ms. Rogan made a motion second by Ms. Kelly to adopt Resolution #17-2026 establishing the ACT 172 Volunteer Service Credit Program criteria.

- **Discussion:** Mr. Ruiz-Smith asked if there is a list of those that qualify, being advised that the list is not due until November and this simply outlines the requirements to qualify
- **Vote:** 4-0-1, motion passed. (Mr. Weimer abstained)

7. **Adoption of Resolution #18-2026: Approval of the 2027 Pocono Mountain Regional Police Budget**

Mr. Weimer made a motion second by Ms. Colgan to adopt Resolution #18-2026 approving the 2027 Pocono Mountain Regional Police Budget.

- **Discussion:** None recorded.
- **Vote:** All in favor, motion passes.

8. **Authorize Advertisement of Proposed Data Center Ordinance Public Hearing**

Ms. Colgan made a motion second by Ms. Ruiz-Smith to table the Authorization to Advertise the Proposed Data Center Ordinance Public Hearing.

- **Discussion:** Solicitor Armstrong stated that he will follow up with Township Engineer, Daren Martocci to review some formatting and substantive revisions required before advertising the proposed ordinance. Solicitor Armstrong advised that once the draft is completed it will be back before you for review and authorize it to be sent to the Monroe County PC and the

Township PC. Once those comments are received, then the Board could authorize the advertisement of the public hearing. The anticipated timeline is that the Board will review the draft in November, with possible adoption in early 2027.

- **Vote:** All in favor, motion passes.

9. Minor Subdivision Joining Lots 511 & 512, Section F, A Pocono Country Place; Property Owner – Margaret Knipe

Ms. Ruiz-Smith made a motion second by Ms. Rogan to approve the minor subdivision joining Lots 511 and 512, Section F, A Pocono Country Place, for property owner Margaret Knipe, subject to the Township Engineer's review letter.

- **Discussion:** None.
- **Vote:** All in favor; motion passed.

10. Authorize Release of Fire Tax Escrow for the Property located at 5429 Ridgefield Drive, Tobyhanna in the amount of \$36,480.00

Ms. Colgan made a motion second by Mr. Weimer to authorize release of the fire tax escrow in the amount of \$36,480.00 for 5429 Ridgefield Drive, Tobyhanna.

- **Discussion:** None.
- **Vote:** All in favor; motion passed.

11. Authorize Right of Way Advertisement – Winter Snow Operations

Mr. Weimer made a motion second by Ms. Rogan to authorize advertisement of right-of-way requirements for winter snow operations.

- **Discussion:** None.
- **Vote:** All in favor; motion passed

12. Authorize Advertisement of Public Hearing for Nuisance Ordinance Amendment

Ms. Rogan made a motion second by Mr. Weimer to authorize advertisement of a public hearing for the proposed Nuisance Ordinance amendment to be held on Tuesday November 17, 2026 at 6:30pm.

- **Discussion:** None.
- **Vote:** All in favor; motion passed.

13. Controller Report

Presented by Mr. Dixon. He noted that we are awaiting final fund reimbursement from the FEMA stormwater-study and are anticipating the expense of vehicle-upfitting for a DPW truck, which is anticipated to be paid out before the end of the year.

14. Current obligations

- | | |
|------------------------|---------------|
| • General Fund: | \$ 127,533.28 |
| • Escrow Fund: | \$ 3,042.89 |
| • Sewer Fund: | \$ 81,338.26 |
| • Total Disbursements: | \$ 211,914.43 |

Ms. Ruiz-Smith made a motion second by Ms. Rogan to approve the current obligations totaling \$211,914.43.

- **Discussion:** None.
- **Vote:** All in favor; motion passed.

15. Business Manager Comments/Updates

- Ms. Eilber stated that there is an upcoming PSATS regional forum which two administrative staff members attending and asked if there are any Board members that are interested with Ms. Colgan stating that she would like to and Mr. Weimer will let Ms. Eilber know if he can.
- Ms. Eilber updated the Board that the organization occupying space in Building 2 had decided to vacate by December 31, 2026. She stated that she is awaiting a response from WIC if they are still interested in moving into a space in Building 2.

16. Solicitor Armstrong Comments/Updates

- Solicitor Armstrong reported on reimbursement of approximately \$9,000 for Township costs associated with demolition of the dangerous structure at 3150 Mohawk Trail. The owner anticipated selling the property; documents releasing the Township's claim would be held pending receipt of payment at closing.
- Solicitor Armstrong discussed that he is preparing an intermunicipal agreement addressing municipal participation and cost sharing relating to the Regional Comprehensive Plan. He stated that there will be blanks when the Board receives it as there will have to be costs or percentages that will be determined by the Municipalities. Ms. Kelly stated that a potential consultant could cost up to \$140,000 and a possible 50% DCED grant share; therefore, the cost for each participating municipality's contributions remains to be determined. Ms. Ruiz-Smith stated that a Barrett Township representative was expected to attend a future planning discussion.
- Solicitor Armstrong discussed the Proposed Wawa development which received conditional approval has recently reached out to begin preliminary earthmoving before execution of all final development documents. He proposed preparing and circulating a preliminary earthmoving agreement addressing the applicant's risk, restoration obligations, security, permissible work and required agency approvals. The Board expressed general agreement with proceeding in that direction, subject to review of the agreement. He stated that he will be preparing either the earthmoving agreement or the development agreement, either one will have verbiage in it relating to the discussed items above and will have a financial security required to be submitted.

17. Board of Supervisors Executive Sessions

- *After: Tuesday, October 20, 2026 from 7:57pm-8:23pm; Re: Legal and Litigation*

18. Adjournment

Ms. Colgan made a motion seconded by Ms. Ruiz-Smith to adjourn the meeting at 7:51pm.

- **Vote:** All in favor, motion passes.

Meetings are held at the Coolbaugh Township Municipal Building, 5520 Municipal Drive, Tobyhanna, PA 18466.

Next Regular Board Meeting: Monday, November 2, 2026 at 6:00pm.

Submitted by _____ Date _____
Erin Masker, Township Secretary

Witnessed by _____ Date _____
William Weimer, Chairman

Important Dates/Events:

- ❖ Mr. Weimer announced that the next meeting would be **Monday, November 2, 2026**, at 6:00 p.m. because of Election Day.
- ❖ Ghoulbough will be held on October 31st from 1-3pm
- ❖ Trick or Treat from 5-8pm.

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August 20, 2026

Patrick M. Armstrong, Esquire
Grim, Biehn & Thatcher, P.C.
104 S 6th Street
PO Box 215
Perkasie, PA 18944-0215
Via electronic mail: parmstrong@grimlaw.com

RE: Coolbaugh Township Property
Owner: Red Mill Holdings, LLC
Prior Owner: Sarinelli Family

Dear Mr. Armstrong:

I write to you in your capacity as solicitor for the Township of Coolbaugh, Monroe County, Pennsylvania.

Our office represents the Sarinelli family.

The Sarinelli family recently sold a parcel of land located in Coolbaugh Township, Monroe County designated as Monroe County Property Number 03.3.1.2-2 (the "Property") A copy of the Deed to Red Mill Holdings, LLC and the Assessment is attached.

The Property is subject to a 16.632 acre Right-of-Way granted to Pleasant Ridge Hunting Club, Inc. recorded with Monroe County Recorder of Deeds in Book 906, Page 227 (the "Right-of-Way"). A copy of the Right-of-Way is attached.

The Right-of-Way was assigned a property identification number by the Monroe County assessor several years ago despite the fact that it was not a conveyance of a fee simple interest. A copy of the Assessment is attached.

There was enough commonality in the ownership between the Property and the owners of the adjoining property that used the Right-of-Way that the payment of taxes on the Right-of-Way was not really a concern.

However, the recent sale of the Property now necessitates a correction of the assessment records so that the Right-of-Way is in the name of Red Mill Holdings, LLC, the grantee, of the recent Deed.

Prior to the sale, we began communicating with Attorney Jeffrey Durney, the solicitor for

the Monroe County Assessment Board and recently worked out a solution to accomplish the goal of correcting the parcel number so that the Right-of-Way is no longer assessed to Pleasant Ridge Hunting Club, Inc.

Mr. Durney has advised us that the Assessor's office needs a letter from Pleasant Ridge Hunting Club, Inc. confirming that the Right-of-Way was merely a grant of right-of-way and not intended to be a transfer of fee simple title to the Right-of-Way. We have received this letter and shared it with Mr. Durney. A copy of the letter is attached.

Additionally, Mr. Durney has advised us that the Assessor's office needs a letter from Coolbaugh Township confirming that the Township has no objection to the Right-of-Way property and the remaining Property being identified as one for assessment purposes with one PIN.

Please let us know if the Township of Coolbaugh would provide such a letter. I look forward to your prompt response.

Very truly yours,

FRANCIS J. HOEGEN

FJH:tlg
Enclosures

cc: Jeffrey A. Durney, Esquire (via email: jdurney@dwlawllc.com)
Client

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**IN THE MONROE COUNTY COURT OF COMMON PLEAS
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

IN RE: 3150 MOHAWK TRAIL	:	No. 003488-CV-2020
COOLBAUGH TOWNSHIP,	:	
MONROE COUNTY, PA	:	
	:	

JOINT STIPULATION AND MOTION TO ADOPT CONSENT ORDER

AND NOW come Coolbaugh Township, Marathon Property Investments LLC and Decusatis Development LLC, each through the undersigned counsel, and stipulate and motion the Court for entry of the attached Order as follows:

1. The Property subject to this action is located at 3150 Mohawk Trail, Coolbaugh Township, Monroe County, Pennsylvania, Tax Parcel ID No. 03.7I.1.138, presently owned by Marathon Property Investments, LLC and Decusatis Development, LLC (the "Owners").
2. By prior order of this Court, Coolbaugh Township was appointed conservator of the Property on August 7, 2020, and authorized to demolish the residence and undertake other conservator activities.
3. Coolbaugh Township has completed all conservatorship activities, and all conditions at the Property giving rise to the conservatorship have been abated and corrected.
4. Pending before the Court are Coolbaugh Township's Motion for Termination of Conservatorship which sought termination of the conservatorship as well as authority to lien the Property for the costs incurred in the township's administration of the Conservatorship.
5. The Owners filed an answer to the Motion for Termination of Conservatorship, contesting the propriety of a lien for said costs.

6. Coolbaugh Township and the Owners have reached an agreement, whereby upon approval of this Stipulation by the Court and entry of the attached order, the Owners shall pay to Coolbaugh Township Nine Thousand and 00/100 Dollars (\$9,000.00) in full satisfaction of the costs incurred by Coolbaugh Township in the administration of the Conservatorship, obviating the need for any lien upon the property. The Owners hereby stipulate and agree that they are jointly and severally liable to Coolbaugh Township for the payment of Nine Thousand and 00/100 Dollars (\$9,000.00).

WHEREFORE, Coolbaugh Township, Marathon Property Investments LLC and Decusatis Development LLC respectfully request this Honorable Court terminate Coolbaugh Township's conservatorship of the Property as requested, and release the Property from any lien or encumbrance arising from the conservatorship.

Respectfully submitted,

Christopher S. Brown
Atty. I.D. #205870
Counsel for Marathon
Property Investments LLC and Decusatis
Development LLC
11 North Eighth St.
Stroudsburg, PA 18360
(570) 421-5653
chris@csbrownlawoffices.com

William Oetinger
Attorney I.D. #319696
Grim, Bien & Thatcher
Counsel for Coolbaugh Township

104 So. Sixth Street, P.O. Box 215
Perkasie, PA 18944
(215) 257-6811

**IN THE MONROE COUNTY COURT OF COMMON PLEAS
FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA**

IN RE: 3150 MOHAWK TRAIL	>:	No. 003488-CV-2020
COOLBAUGH TOWNSHIP,	:	
MONROE COUNTY, PA	:	
	:	

ORDER

AND NOW, this _____ day of _____, 2026, upon consideration of the Joint Stipulation and Motion for Consent Order filed by Coolbaugh Township, Marathon Property Investments, LLC and Decusatis Development, LLC, **IT IS ORDERED AS FOLLOWS:**

1. The appointment of Coolbaugh Township as Conservator for the property located at 3150 Mohawk Trail, Coolbaugh Township, Monroe County, PA, known by Monroe County Tax ID No. 03.7I.1.138 is hereby **TERMINATED** and Coolbaugh Township is released from any further obligations as Conservator arising therefrom.
2. Marathon Property Investments, LLC and Decusatis Development, LLC are directed to pay to Coolbaugh Township the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) as set forth in the Joint Stipulation.
3. The Property located at 3150 Mohawk Trail, Coolbaugh Township, Monroe County, PA, known by Monroe County Tax ID No. 03.7I.1.138 is hereby released from any lien or encumbrance arising from this action or the Conservatorship beginning on August 7, 2020.

BY THE COURT:

DAVID J. WILLIAMSON, J.

Cc: William Oetinger, Esq.
Christopher S. Brown, Esq.

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COOLBAUGH TOWNSHIP AND TOBYHANNA DEVELOPMENT, LLC

PRELIMINARY EARTHMOVING AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2026 is made by and between the ***TOWNSHIP OF COOLBAUGH***, a township of the second class with offices at 5520 Municipal Drive, Tobyhanna, Monroe County, Pennsylvania (hereinafter referred to as “***Township***”) and ***TOBYHANNA DEVELOPMENT, LLC***, with offices at 20 South Maple Avenue, Suite 100, Ambler, PA 19002, its successors and assigns, (hereinafter referred to as “***Owner***”); and

WHEREAS, Owner is the legal and/or equitable owner of a portion of land located at 1545 Prospect Street, Tobyhanna, Monroe County, Pennsylvania, more particularly known as Monroe County Parcel ID No. 03.11.2.35 (“***Property***”) and more fully described on a separate set of plans of record in the Township Office, said plans entitled “Preliminary/Final Land Development Plan for Tobyhanna Development, LLC – Proposed Wawa Food Market & Fueling Station”, being prepared by Dynamic Engineering and dated October 14, 2025, last revised July 28, 2026, consisting of thirty-eight (38) sheets (hereinafter referred to as “***Plan***”); and

WHEREAS, the Township Board of Supervisors conditionally approved the Plan subject to conditions set forth in a conditional approval letter dated September 28, 2026, (a true and correct copy of which is attached hereto and incorporated herein as ***Exhibit “A”***); and

WHEREAS, Owner wishes and intends to proceed with construction of the improvements depicted on the Plan and certain related requirements of the Monroe County Conservation District associated with the demolition, clearing, grubbing, grading and installation of sedimentation controls as more specifically set forth in the attached _____ (Preliminary Earth Disturbance) cost estimate incorporated herein and marked as ***Exhibit “B”*** (hereinafter referred to as “***Preliminary Improvements***”) prior to its completion of all the conditions of Plan approval.

NOW, THEREFORE, intending to be legally bound, the parties hereto do hereby promise, covenant and agree as follows:

I. SECURITY/IMPROVEMENTS BOND

A. Owner and Township agree that Owner shall provide financial security in the form of a _____ to the Township in an amount acceptable to the Township (hereinafter referred to as “*Security*”), such amount relating to the cost associated with the work necessary to secure the Property and/or complete certain improvements in the event of a default, and in particular the work necessary to bring the Property into an acceptable condition in the event Owner defaults on this Agreement and/or fails to complete the Preliminary Improvements as depicted on the Plan. The above-referenced Security is intended to guarantee Owner’s obligations under this Agreement and securing the Property in the event of a default and reimbursing the Township for any and all costs and expenses incurred in relation to the Plan and the Preliminary Improvements. Owner shall, with the execution of this Agreement, provide the Township with a _____ to act as such Security, which shall be held by the Township. It is understood and agreed by Owner that in the event the Township determines additional security is required in order to ensure the Property is maintained in an acceptable condition and/or to ensure Owner complies with this Agreement, Owner shall provide the requisite additional security with the Township within thirty (30) days of receiving notification from the Township.

Owner agrees that if Township determines that Owner has violated any Township code, ordinance, regulation or resolution with regard to the construction, installation, demolition and/or other work associated with any of the Preliminary Improvements; proceeded with the Preliminary Improvements in a manner and/or maintained the Property in a condition that adversely affects public health or safety; and/or failed to stabilize the Property from erosion in accordance with this Agreement and/or applicable permits and/or ordinances; or, otherwise violated any term or

provision of this Agreement, the approved Plan and/or Township Ordinance, the Township shall have the right and privilege to draw down, withdraw from, make a claim on, and utilize, to remedy any such default, the above-referenced Security. Any determination of default shall be within the sole discretion of Township and such determination shall constitute a failure to perform a material obligation under this Agreement. Township's ability to draw down, withdraw from, and use the Security shall not require any affirmative declaration by Township concerning the validity of the announced default, and Owner does hereby authorize said draw down, withdrawal and use. Any such draw down and/or withdrawal shall be used to cure the announced default and the resulting expenses incurred thereby, including but not limited to reasonable engineering fees, attorney's fees, construction, and/or repair costs. Notwithstanding the foregoing, a draw down, withdrawal or use of the Security set forth herein shall not occur until written notice of default is first given to Owner and Owner has failed to cure such default within thirty (30) days after such notice is given or, if Owner has commenced and diligently continued with such cure, such longer period of time as may be reasonably necessary to complete the cure; provided, however, that such notice and cure period shall be reduced to 48 hour notice by telephone to Owner at _____ if the default which must be remedied is causing immediate and ongoing damage to property outside the boundaries of the Owner's Property.

II. OWNER'S AGREEMENT TO COMPLETE IMPROVEMENTS.

A. Owner understands and agrees that the only work covered by this Agreement is the limited Preliminary Improvements set forth above and contained within the attached **Exhibit "B"**, and that no building permit will be issued for any structures or other improvements until such time as all conditions of final Plan approval have been met, unless otherwise approved by the Township in writing. Additionally, no further work, other than that specifically set forth above, can commence

until approval and execution of the requisite Development and Financial Security Agreement and other related agreements, declarations and easements by and between the Owner and Township, together with the completion of all conditions of Plan approval, unless otherwise approved by the Township in writing.

B. Prior to commencing any work under this Agreement, a preconstruction meeting must be held between Owner, the Township Engineer, and, if deemed necessary, the Monroe County Conservation District. No such work shall proceed until approved by the Monroe County Conservation District, if applicable.

C. Owner further agrees that all such Preliminary Improvements shall be installed and inspected in accordance with applicable Township ordinances and in accordance with the approved Plan and the applicable Monroe County Conservation District regulations and requirements. Owner and Township understand and agree that Owner may begin the Preliminary Improvements as set forth herein on or after the following: this Agreement is signed by all parties hereto; Owner provides the above-referenced Escrow and Security to the Township; confirmation from the Monroe County Conservation District that the Owner may proceed with the Preliminary Improvements set forth herein; Owner applies for and secures the requisite permit(s) needed for the demolition of the existing structure on the Property; and, Owner satisfies all other terms and conditions of this Agreement and Township ordinances. The Owner hereby agrees to provide the Township Engineer with a detailed schedule of the anticipated work associated with the above-referenced Preliminary Improvements and that the Township Engineer may enter the Property and inspect and observe the Preliminary Improvements and Property at any time during normal business hours. Owner further specifically agrees to maintain the Property in a safe and secure condition acceptable to the Township in its reasonable judgment during the course of the above-referenced Preliminary Improvements. Owner

shall be responsible for and agrees to reimburse the Township for all costs and fees associated with the Township Engineer's time inspecting the Property in relation to this Agreement.

D. Owner shall satisfactorily resolve and/or address any issues with the sequence of construction provided for within the approved Erosion and Sedimentation Plan and/or NPDES Permit in a manner and form acceptable to the Monroe County Conservation District and Township and shall otherwise comply with all Monroe County Conservation District and/or NPDES Permit requirements, prior to proceeding with any of the Preliminary Improvements referenced herein.

III. REIMBURSEMENT FOR COSTS AND EXPENSES/ESCROW.

Owner agrees to pay all reasonable bills, invoices, fees and costs for Engineering, inspection, supervision, legal or other professional services that Township incurs for the preparation of this Agreement and any companion agreements or documents, for the review and approval of the Preliminary Improvements set forth herein, for any inspections and/or reports relating to the same, and for attendance at any meetings relating to the status or review of this project and/or Plan. Owner agrees to and shall provide a cash escrow to the Township in the amount of _____ Dollars and _____ Cents (\$_____) (hereinafter referred to as "*Escrow*"), that is intended to secure and ensure payment and reimbursement to the Township for the anticipated site inspections and review work to be conducted by the Township Engineer during the Preliminary Improvements authorized by this Agreement and other costs and expenses incurred by the Township related thereto.

IV. TOWNSHIP TO COMPLETE

In the event that the Preliminary Improvements to be performed by Owner are not completed according to the terms of this Agreement and the Plan in a manner acceptable to the Township, then the Township, at its sole option, may perform the said work by its employees or by its designated contractors and/or other work deemed necessary to secure the Property in a condition acceptable to

the Township and the Township shall receive as payment all funds equal to the costs of such work from the Owner and/or from the Security and/or Escrow set forth herein. In the event Owner fails to pay and/or reimburse the Township, Owner understands and agrees that Township may lien the Property for the amount due the Township.

V. DAMAGE TO TOWNSHIP ROADS

Any damage to Township roads which are used as access to the Property by construction traffic and which damage is caused by construction traffic or traffic related to construction at the Property shall immediately be repaired by Owner at its expense and to the satisfaction of the Township Engineer upon receipt of notice of said damage from the Township.

VI. INDEMNIFICATION

Owner hereby agrees to and shall exonerate, indemnify and save harmless the Township, its Board of Supervisors, Engineers, Solicitors, appointees, and employees, and its other agents, independent contractors, or assigns (hereinafter jointly and severally referred to as “*Indemnitees*”) from any and all claims, actions, awards, verdicts and judgments, together with reasonable counsel fees, based upon or arising out of this Agreement, the approval of any and all aspects of the design, construction or development of the Plan, specifically including, but not limited to, the design, performance, construction and maintenance of the limited Preliminary Improvements set forth herein, for damages or injuries, including death, to person or properties, caused by or sustained in connection with the Preliminary Improvements referenced herein and/or the design, construction and development of the Plan, and any conditions created by the above-referenced design, construction or development; and, if requested by Indemnitees, to assume without expense to Indemnitees, the defense of any claims or actions against the Indemnitees arising out of any of the approvals made by the Township and/or agreements entered into by the Township.

Owner agrees to indemnify, defend and save Indemnitees and all their officials and employees harmless on account of bodily injury and/or property damage liability for all work performed under this Agreement, and in particular the limited Preliminary Improvements set forth herein; and further, Owner agrees to provide and maintain acceptable policies of insurance in full force and effect during the time work is performed or materials are furnished under this Agreement and during the life of this Agreement. Owner further warrants that said insurance coverage shall not be altered, modified or cancelled unless otherwise permitted by the Township and that the Township, its Board of Supervisors, Engineers, Solicitors, appointees, employees, and its other agents or assigns shall be named as an additional insured under such policy of insurance. The limits of insurance under the policy shall be in an amount of at least \$1,000,000.00 and from an insurance company doing business in Pennsylvania.

VII. RISK

Owner acknowledges and specifically agrees that Owner proceeds at its own risk if it proceeds to perform work pursuant to the authorization herein set forth and acknowledges specifically that it proceeds at its own risk with respect to any governmental approvals and permits it still must obtain in relation to the Plan, including those from the Township, together with any permits which Owner must obtain from the State and/or County. The execution of this Agreement shall in no manner guarantee that building permits will be issued until all requirements thereof and all conditions of the Township's above-referenced Plan approval are satisfied in a manner acceptable to the Township.

VIII. OBLIGATIONS OF OWNER DURING PRELIMINARY IMPROVEMENTS

Owner shall be obligated to locate all underground structures and utilities that may be encountered during the work related to the Preliminary Improvements, including, but not limited to, water, steam, oil and gas mains and lines, and storm and sanitary sewers; and shall undertake any and all steps necessary to protect these structures and utilities from damage or disruption. To

determine the location of these underground structures and utilities, Owner shall make arrangements with a representative of the owners of such underground structures or utilities to mark the locations thereof. If not provided free of charge by PA One Call or other service, Owner shall pay any and all costs associated with the identification and protection of all underground structures and utilities including, but not limited to, the digging of test holes, the services of the aforementioned owner representatives, and the use of men and equipment to determine the location of an underground structure or utility. Owner shall be responsible for any and all damage to any underground structure or utility resulting from Owner's construction or activity on the Property and shall immediately repair all such damage.

Owner shall not enter upon or occupy with men, tools, or material any private lands outside the Property, without prior written permission of the owners of such lands.

At all times, Owner shall conduct its work in such a manner as to minimize the obstruction of traffic and any inconvenience to the general public and the use and enjoyment of their residences. During the work associated with the Preliminary Improvements, Owner shall maintain such barricades, warning lights, and/or flares as are necessary to protect traffic and the traveling public in general. No materials shall be stored upon any street under any circumstance. All storm drainage and sewer inlets shall be kept unobstructed at all times. Fire hydrants on, adjacent to, or serving the Property shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen feet (15') of any hydrant.

Owner shall not permit its vehicles or the vehicles of its employees, contractors, subcontractors, or suppliers to deposit mud, stones, or other debris onto the existing public streets of the Township. Owner shall be responsible for immediately removing any such deposits. In the event that such deposits are not removed within forty-eight (48) hours of receipt of written notice

from Township to do so, Township shall have the right to remove such deposits using its own personnel or private contractors and to obtain reimbursement for the cost and related expenses, including, but not limited to, legal and engineering fees, of such removal from the Escrow and Security set forth herein.

Except as specifically set forth on the Plan or otherwise specifically permitted by Township in writing, there shall be no construction, traffic, or work on any open space area. No dirt will be stockpiled on any open space area, and no stumps, roots, debris, or refuse will be buried in any open space area. Owner agrees to do any necessary cleanup of the open space. No open space area shall be altered from its original condition.

No work associated with the Preliminary Improvements shall take place after dusk or 7:00 p.m., whichever is earlier, or before dawn or 7:00 a.m., whichever is later, on any day of the week. Any work or related activity that creates excessive noise and/or disturbs the surrounding neighborhood, such as the running or operation of equipment and machinery, blasting, hammering, etc., shall be prohibited prior to 8:00 a.m. or after 7:00 p.m. on weekdays and prohibited entirely on weekends and Federal holidays. Owner agrees to take reasonable steps necessary to minimize any negative impacts, such as offensive odors, sights, sounds, vibrations, etc., the work associated with the Preliminary Improvements has upon the surrounding neighborhood and shall ensure all activities will comply with the applicable Federal, State, County, and Township statutes, ordinances, rules, and regulations.

All work associated with the Preliminary Improvements shall be performed in accordance with the Plan, the E&S Plan subject to the review and approval of the Township and the MCCD, this Agreement, and all applicable specifications.

IX. EXTENT OF AGREEMENT

The parties agree that this Agreement contains all of the relevant agreements between the parties and that there are no other agreements or representations made by either of them. This Agreement shall extend to and bind the heirs, successors and assigns of the respective parties hereto, as well as the parties hereunder, and the rights and obligations of said parties shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement sets forth the entire understanding between the parties, and any representations, oral or written, not contained therein, are without effect. However, this Agreement shall be null and void and the escrow account and/or security shall be released upon written request of Owner subsequent to all of the following events:

- A. Execution of Development and Financial Security Agreement with the Township for the Plan;
- B. Posting of the Township approved financial security amount as provided in the Development and Financial Security Agreements; and,
- C. Presentation of the appropriate insurance coverage, naming the Township as an additional insured, in relation to the Plan, in accordance with the Development and Financial Security Agreements.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereby cause this Agreement to be executed the day and first year first above-written.

OWNER:

TOBYHANNA DEVELOPMENT, LLC

Witness

By: _____
Name: _____
Title: _____

TOWNSHIP

**COOLBAUGH TOWNSHIP BOARD OF
SUPERVISORS**

ATTEST: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF :

ON THIS _____ day of _____, 2026, before me a Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the _____ of Tobyhanna Development, LLC, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF :

ON THIS _____ day of _____, 2026, before me a Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the Chairman of the Coolbaugh Township Board of Supervisors, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

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This Grant Writing, Advocacy, and Administration Services Agreement (“Agreement”) is made effective this ____ day of _____, 2026 (“Effective Date”) between Coolbaugh Township (hereinafter referred to as the “Client”) and JDM Consultants, LLC d/b/a Penn Strategies (hereinafter referred to as “Penn Strategies”).

Term: This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months (“Term”). At the conclusion of the Term all services shall cease unless the parties have agreed to extend the Agreement in writing.

Services: Penn Strategies shall perform the grant writing, advocacy, administration and strategic consulting services described in Exhibit A attached hereto and incorporated herein by reference.

Fees: Client agrees to pay a monthly retainer fee of Four Thousand Dollars (\$4,000.00) for the Services. Invoicing shall begin on the Effective Date and continue monthly throughout the Initial Term. Client also agrees to reimburse Penn Strategies for any filing fees associated with any grant submitted by Penn Strategies on behalf of Client. There are no fees for travel, meals, or any other ancillary services.

The fees set forth in this Agreement are not contingent upon the award, receipt, or amount of any grant or funding.

Billing and Payment Schedule: Invoices are payable within thirty (30) days of receipt. Unpaid invoices in excess of thirty (30) calendar days will be cause to discontinue services until all outstanding invoices are paid. Fees shall continue to accrue during any suspension resulting from Client nonpayment. Client understands that any work stoppage may result in missed deadlines and/or increased project fees including remobilization.

Client acknowledges that the fees under this Agreement are for availability and ongoing advisory support and are not dependent on the level of utilization of services. Accordingly, all fees shall remain due and payable throughout the Term.

Penn Strategies reserves the right to suspend services for nonpayment; however, such suspension shall not relieve Client of its obligation to pay all fees due under this Agreement.

Reporting: The parties acknowledge that services are provided on a retainer basis and are not itemized. Penn Strategies shall provide a brief periodic summary of progress but shall not be required to provide detailed activity reports, time tracking, or task-based accounting.

Client Cooperation: Client shall provide Penn Strategies with timely access to information, personnel, and material reasonably necessary for Penn Strategies to perform the Services described in Exhibit A, and to meet all applicable deadlines. Client further agrees to respond with timely delivery of reports, data, meeting coordination, and other project assistance that will allow Penn Strategies to meet any deadlines set forth during the performance of this contract. Client shall designate a primary point of contact to coordinate with Penn Strategies. Client shall also designate a representative or representatives to attend relevant and necessary meetings in Pennsylvania.

Delays in the performance of services as outlined in Exhibit A caused by Client's failure to cooperate shall constitute a material breach of this Agreement. However, it shall not consist of a breach of this Agreement by Penn Strategies.

Compliance with Laws: Both parties shall comply with all applicable federal, state, and local statutes, rules, regulations or ordinances regarding the performance of their respective activities under this Agreement.

Non-Circumvention: Client agrees not to directly or indirectly engage, contract with, or otherwise utilize any third-party relationships, contacts, or opportunities introduced by Penn Strategies or developed in connection with this Agreement during the Term and for a period of twelve (12) months thereafter without the prior written consent of Penn Strategies.

Non-Solicitation: During the Term of this Agreement and for a period of twenty-four (24) months thereafter, Client shall not, directly or indirectly, solicit, recruit, hire, or engage any employee, consultant, or representative of Penn Strategies, or otherwise induce or attempt to induce such individuals to terminate their relationship with Penn Strategies, without the prior written consent of Penn Strategies.

Intellectual Property: Penn Strategies retains ownership of all preexisting intellectual property, templates, methodologies, know-how, forms, checklists, and proprietary processes used in performing the Services. Client receives a perpetual license to use such materials only as incorporated into the Work Product. Unless otherwise agreed in writing, all work product, deliverables, applications, reports, designs, documents, software, and materials created by Penn Strategies in connection with the Services shall become the exclusive property of Client upon full and final payment of all amounts due under this Agreement. Penn Strategies retains the right to reuse non-confidential tools, templates, and methodologies.

Disclaimer of Warranties and Limitation of Liability: Client acknowledges and agrees that while Penn Strategies will perform the services described in this Agreement in a professional, diligent, and commercially reasonable manner, Penn Strategies makes no representations, warranties, or guarantees, express or implied, regarding any specific results, outcomes, or improvements arising from the Services provided under this Agreement.

Client acknowledges that grant awards and funding decisions are made solely by the applicable funding agency, governmental entity, or private grantor. Penn Strategies does not represent or guarantee that any grant application will be approved, funded, or awarded, or that any particular amount of funding will be received. Client further acknowledges that Penn Strategies' compensation under this Agreement is for the professional services provided and is not contingent upon the outcome of any grant application or funding decision.

All services are provided “AS IS” and “AS AVAILABLE” based on the information, data, and cooperation supplied by Client. Client understands and agrees that external factors beyond Penn Strategies’ control — including, but not limited to, market conditions, economic changes, third-party performance, regulatory developments, and technological limitations — may affect results.

To the maximum extent permitted by Pennsylvania law, Penn Strategies shall not be held liable to Client or any third party for any incidental, indirect, consequential, special, or punitive damages, including, but not limited to, loss of profits, revenue, business opportunities, or data, even if Penn Strategies has been advised of the possibility of such damages.

In no event shall Penn Strategies’ total liability, whether in contract, tort, or otherwise, exceed the total fees actually paid by Client to Penn Strategies under this Agreement for the specific services giving rise to the claim.

Governing Law: This Agreement, including this Disclaimer, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles.

No Waiver: The failure of Penn Strategies to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce it thereafter.

Force Majeure: Penn Strategies shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to governmental actions, funding delays, or regulatory changes.

Confidentiality; Pennsylvania Right-To-Know Law: The parties acknowledge that, in connection with this Agreement, each may disclose to the other certain non-public, confidential, or proprietary information, including but not limited to data, documents, strategies, drafts, and communications (“Confidential Information”). Each party agrees to use such Confidential Information solely for purposes of performing under this Agreement and not to disclose such information to any third party without the prior written consent of the other party, except as required by law.

Notwithstanding the foregoing, Client is a public entity subject to the Pennsylvania Right-To-Know Law ("RTKL"), 65 P.S. § 67.101 et seq. Penn Strategies acknowledges that this Agreement and related records may be subject to disclosure as public records under the RTKL. In the event of a request for disclosure, Client shall use reasonable efforts to provide Penn Strategies with prompt notice of such request (to the extent permitted by law) so that Penn Strategies may assert any applicable exemptions. Client shall not be liable for disclosures made in good faith compliance with the RTKL or other applicable law.

The obligations set forth in this section shall survive the expiration, completion, or termination of this Agreement.

Independent Contractor: Penn Strategies is an independent contractor and shall not be deemed an employee, partner, joint venturer, or agent of Client for any purpose.

No Fiduciary Relationship: Nothing in this Agreement shall be construed to create a partnership, joint venture, or fiduciary relationship between the parties.

Mutual Representations. Each Party represents and warrants to the other Party that: (a) it has the full power and authority to enter into and perform this Agreement; (b) this Agreement constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms; and (c) the execution, delivery, and performance of this Agreement do not violate any applicable law or any agreement to which such Party is a party.

No Early Termination: This Agreement is for a fixed term and may not be terminated prior to the expiration of the Initial Term or any extension except by mutual written agreement of the parties.

Entire Agreement: This is the entire Agreement of the parties. There are no other representations, understandings, or agreements, oral or written or implied, which are not contained herein.

Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

Counterparts: This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

JDM CONSULTANTS, LLC d/b/a PENN STRATEGIES

Jason Fitzgerald, President

COOLBAUGH TOWNSHIP

Authorized Representative

Printed Name

Title

EXHIBIT A

DESCRIPTION OF SERVICES

This Exhibit is incorporated into and made part of the Agreement as of the Effective Date.

A. Grant Services

Penn Strategies shall perform the following Grant Services on behalf of Client:

- Identify and research grant funding opportunities relevant to Client's mission and programs, including federal, state, local, and private foundation sources;
- Prepare and assist in the submission of grant applications, letters of inquiry, and supporting documentation;
- Develop and maintain a grant calendar and tracking system to monitor deadlines, submission status, and award outcomes;
- Coordinate with Client's staff or designated representatives to gather programmatic data, budgets, and other information necessary for grant applications;
- Assist in preparation of grant reports and stewardship communications to funders, as directed by Client; and

B. Advocacy Services

Penn Strategies shall perform the following Advocacy Services on behalf of Client:

- Monitor federal, state, and local legislative and regulatory developments relevant to Client's interests and programs;
- Develop and execute advocacy strategies to advance Client's policy priorities;
- Represent Client in meetings and communications with government officials, legislators, and regulatory agencies, as authorized by Client;
- Coordinate with coalitions, stakeholder groups, and other organizations aligned with Client's interests;

C. Strategic Consulting Services

Penn Strategies shall perform the following Strategic Consulting Services on behalf of Client:

- Advise Client on organizational and programmatic strategies to strengthen grant competitiveness and funding sustainability;
- Assist Client in identifying and cultivating relationships with funders, policymakers, and strategic partners;
- Provide counsel on program design and development to align Client's initiatives with funder and policy priorities; and
- Support Client in stakeholder engagement, coalition building, and communications strategies.

D. Administration Services

Penn Strategies shall perform administrative support services related to Client's grant, advocacy, administrative, and strategic initiatives, including, as requested by Client:

- coordinating meetings with funding agencies, governmental officials, consultants, and stakeholders;
- preparing agendas, correspondence, memoranda, and presentation materials;
- maintaining grant files, application records, and related documentation;
- assisting with grant compliance reporting and post-award administrative requirements;
- coordinating communications among Client personnel and third parties;
- tracking project milestones, deliverables, and deadlines; and
- providing other administrative support reasonably related to the Services described in this Agreement.

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October 20, 2026

Pocono Record
511 Lenox Street
Stroudsburg, PA. 18360

Please print the following advertisement in the Classified Section of the Pocono Record on Monday, October 26, 2026:

Any qualified Coolbaugh Township resident, wanting to be considered to serve in the following positions should send a letter of interest by Tuesday, December 22, 2026 to the Coolbaugh Township Board of Supervisors, 5520 Municipal Drive, Tobyhanna, Pennsylvania 18466.

The Environmental Advisory Council has two terms expiring on December 31, 2029.

The Planning Commission has one term expiring on December 31, 2030

The Pocono Mountain Library Board of Trustees has one term expiring on December 31, 2028

The UCC Board of Appeals has one term expiring on December 31, 2029 and one term expiring on December 31, 2031

Zoning Hearing Board has one term expiring on December 31, 2029 and an Alternate position with a term ending on December 31, 2029

The Pocono Mountain Regional EMS Board has one vacancy for a member at large appointment.

Annual appointments are made for three positions on the Pocono Mountain Regional Police Commission and one position as Vacancy Board Chairman.

Appointments to the various positions may be made by the Township Board of Supervisors at their Re-Organizational Meeting on Monday, January 4, 2027.

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**COOLBAUGH TOWNSHIP
CASH DISBURSEMENTS REPORT
NOVEMBER 02, 2026**

DATE	CK #	DESCRIPTION	AMOUNT
10/26/2026		Payroll	\$ 53,000.00
11/2/2026		General Fund	\$ 450,801.18
11/2/2026		Total General Fund	\$ 503,801.18
11/2/2026		Escrow Fund	\$ 40,622.97
11/2/2026		Total Escrow Fund	\$ 40,622.97
11/2/2026		Sewer Fund	\$ 9,983.60
11/2/2026		Total Sewer Fund	\$ 9,983.60
11/2/2026		TOTAL DISBURSEMENTS	\$ 554,407.75

CASH TRIAL BALANCE AS OF NOVEMBER 02, 2026

General Fund Checking	\$ 9,624,921.71
American Rescue Plan	1,575,097.68
Payroll Checking	770.52
Rainy Day Fund Savings	1,027,153.49
Total General Fund	\$ 12,227,943.40
Fire Tax/Coolbaugh Twp VFD	707,180.60
Fire Tax- Volunteer Fire Departments	51,519.30
Fire Tax- Coolbaugh Fire Building Fund	1,045,479.63
Total Fire Fund	\$ 1,804,179.53
EMS	36,431.03
Total EMS Fund	\$ 36,431.03
Sewer Fund Checking	9,876.10
Sewer PennVest Checking	13.78
Total Sewer Fund	\$ 9,889.88
Capital Projects Fund Checking	17,460.26
Total Capital Projects Fund	\$ 17,460.26
Emerg. Services Fund Money Market	212,809.63
Emerg. Services Fund Checking	22,088.55
Total Emergency Services Fund	\$ 234,898.18
Liquid Fuels Fund Checking	619,131.79
Total Liquid Fuels Fund	\$ 619,131.79
Escrow Fund Checking	726,417.22
Escrow Fund Clarius Checking	63,599.36
Total Escrow Fund	\$ 790,016.58
TOTAL ALL FUNDS	\$ 15,739,950.65

List of Bills - (01101000) GENERAL FUND CHECKING GENERAL FUND

Check#	Vendor	Description	Payment	Check Total
13595	1258 - AM TRUST FINANCIAL SERVICES INC.	PO 29547 WORKERS COMP	13,207.00	13,207.00
13596	1330 - AMAZON CAPITAL SERVICES	PO 29521 CHARGER FOR PHONE DPW	29.56	
		PO 29567 PARTS	25.97	
		PO 29577 SNOW BRUSHES/SAW CHAIN	244.95	300.48
13597	1039 - AMERICAN UNITED LIFE INS. CO.	PO 29561 NOVEMBER	1,420.78	1,420.78
13598	1277 - AWSOM	PO 29530 DONATION	1,000.00	1,000.00
13599	1567 - CANON FINANCIAL SERVICES, INC.	PO 29517 CONTRACT 918520-1	189.50	189.50
13600	1240 - CINTAS CORPORATION	PO 29524 UNIFORMS	43.77	
		PO 29525 SHOP TOWELS/UNIFORMS	95.26	
		PO 29572 UNIFORMS	43.77	
		PO 29573 SHOP TOWELS/UNIFORMS	95.26	278.06
13601	416 - COOLBAUGH TOWNSHIP GENERAL FUND	PO 29581 NOVEMBER	420.00	420.00
13602	164 - COOLBAUGH TWP HISTORICAL ASSOC.	PO 29533 DONATION	5,000.00	5,000.00
13603	1312 - CREATIVE WORKS SYSTEM	PO 29508 WEBSITE	450.00	450.00
13604	1639 - CURTIN & HEEFINER LLP	PO 29543 Encroachment Appeal	1,200.00	1,200.00
13605	652 - CYPHERS TRUCK PARTS	PO 29549 SUPPLIES	131.08	131.08
13606	52 - DALEVILLE ACE HARDWARE	PO 29539 POLE SAW PARTS	41.98	41.98
13607	250 - GOULDSBORO VOLUNTEER FIRE CO.	PO 29537 DONATION	10,000.00	10,000.00
13608	1296 - GRIM,BIEHN & THATCHER	PO 29579 GENERAL MATTERS/1545 PROSPECT/GREEN RD/1	7,085.50	7,085.50
13609	1673 - HERBERT & BARBARA HOFFMAN	PO 29583 TAX REFUND	99.77	99.77
13610	1192 - HIGHMARK BLUE SHIELD	PO 29519 NOVEMBER	51,234.44	51,234.44
13611	1140 - HOURIGAN KLUGER & QUINN	PO 29540 GENERAL	73.50	73.50
13612	1536 - IDN-HARDWARE SALES INC.	PO 29520 Door lock parts	441.00	441.00
13613	1453 - JOYCE ONSTED	PO 29582 MILEAGE EAC	189.95	189.95
13614	1203 - KCE KEYSTONE CONSULTING ENGINEERS	PO 29580 MT POCONO HOTEL/ORDINANCE/MAIN STREET/RO	2,168.00	2,168.00
13615	823 - MONROE COUNTY WASTE AUTHORITY	PO 29531 DONATION	2,000.00	2,000.00
13616	183 - NORTHEAST SIGNAL & ELECTRIC CO.,INC	PO 29576 2026 Annual Preventative Maintenance	8,033.60	8,033.60
13617	81 - P P & L	PO 29511 89631-95000 TEGAWITHA	36.64	
		PO 29512 64488-49005 RTE 611	94.55	
		PO 29513 43281-27004 MUNICIPAL CENTER	2,201.43	
		PO 29515 54691-27003 DPW	580.65	
		PO 29544 88900-24001 GARAGE	37.15	
		PO 29546 36034-04005 ECHO LAKE	45.93	
		PO 29564 39910-23005 RTE 196	64.21	
		PO 29565 89343-21023 SCHOOL SPEED LIMIT	27.43	3,087.99
13618	81 - P P & L	PO 29570 07251-41006 RETROOMS	18.72	18.72
13619	86 - PENNSYLVANIA AMERICAN WATER CO	PO 29541 DPW /GARAGE/FIRE HYDRANTS	3,278.18	3,278.18
13620	93 - POCONO MOUNTAIN REGIONAL POLICE DEP	PO 29527 NOVEMBER	288,874.05	288,874.05
13621	1489 - POCONO MT. VOLUNTEER FIRE CO.	PO 29535 DONATION	5,000.00	5,000.00
13622	335 - POCONO RAIL HISTORIAL SOCIETY, INC	PO 29534 DONATION	5,000.00	5,000.00
13623	251 - POCONO SUMMIT VOLUNTEER FIRE CO.	PO 29536 DONATION	10,000.00	10,000.00
13624	206 - PSATS	PO 29548 ZONING, Data Centers, Infrastructure	165.00	165.00
13625	104 - S & H SUPPLY CO., INC.	PO 29566 supplies	32.52	
		PO 29574 SUPPLIES	46.70	79.22
13626	161 - STEPHENSON EQUIPMENT INC.	PO 29571 LEAF TRUCK REPAIR	2,485.44	2,485.44
13627	286 - SUBURBAN PROPANE	PO 29569 DIESEL FUEL	3,136.52	3,136.52
13628	1656 - THE 20, LLC	PO 29568 COMPUTER	316.25	316.25
13629	1364 - THORNHURST VFC	PO 29538 DONATION	10,000.00	10,000.00
13630	31 - TK ELEVATOR CORPORATION	PO 29542 OCTOBER MAINTENANCE	430.21	430.21
13631	264 - TOBYHANNA CONSERVATION ASSOCIATION	PO 29532 DONATION	3,500.00	3,500.00
13632	1548 - TRAIRS, LLC	PO 29509 SEPT	1,225.00	1,225.00
13633	892 - VERIZON WIRELESS	PO 29560 PHONES	1,239.96	1,239.96
13634	245 - VFW POST 3448	PO 29528 DONATION	3,000.00	3,000.00
13635	244 - VFW POST 509	PO 29529 DONATION	5,000.00	5,000.00
TOTAL				450,801.18

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01.101.000	GENERAL FUND CHECKING			0.00	450,801.18
01.400.000	GENERAL GOV'T	10,628.22			
01.403.000	TAX COLLECTION	99.77			
01.404.000	LAW	6,842.00			
01.405.000	MUNICIPAL OFFICE	29.56			
01.408.000	ENGINEER	1,162.25			
01.409.000	BUILDING & PLANTS	4,392.96			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01.410.000	POLICE	288,874.05			
01.411.000	FIRE	38,074.88			
01.414.000	ZONING OFFICE	3,051.00			
01.426.000	COMPOST FACILITY	2,485.44			
01.430.000	DPW-HIGHWAYS ROADS STREETS	4,276.33			
01.433.000	DPW-TRAFFIC SIGNS STREET SIGN	8,302.36			
01.437.000	DPW-REPAIR OF TOOLS & MACHINER	443.98			
01.453.000	SPECTATOR RECREATION	10,000.00			
01.454.000	PARKS	18.72			
01.457.000	CIVIL & MILITARY CELEBRATIONS	8,000.00			
01.458.000	CONTRIBUTIONS	1,189.95			
01.461.000	COMMUNITY DEVELOPMENT	5,500.00			
01.486.000	INSURANCE	13,207.00			
01.487.000	EMPLOYEE BENEFITS	44,222.71			
TOTALS FOR	GENERAL FUND	450,801.18	0.00	0.00	450,801.18

Total to be paid from Fund 01 GENERAL FUND

450,801.18

450,801.18

List of Bills - (85101000) ESCROW FUND CHECKING
ESCROW

Check#	Vendor	Description	Payment	Check Total
1432	1662 - ALEN &TATSIANA SHUMAKOVICH	PO 29545 FIRE ESCROW	36,480.00	36,480.00
1433	1669 - BARRY & ANNA HAYDT	PO 29557 Plans Approved & Recorded	300.00	300.00
1434	1670 - CHARLES & MARILYN HOOVER	PO 29558 Plans Approved & Recorded	300.00	300.00
1435	1667 - GLADYS DIONISIO	PO 29555 Plans Approved & Recorded	236.75	236.75
1436	1296 - GRIM,BIEHN & THATCHER	PO 29579 GENERAL MATTERS/1545 PROSPECT/GREEN RD/1	832.50	832.50
1437	1668 - JEFFREY WAGNER	PO 29556 Plans Approved & Recorded	46.99	46.99
1438	1664 - JOHN PAUL TAYLOR/JULIA VARGA	PO 29551 Plans Approved & Recorded	56.00	56.00
1439	1671 - JOSE TOBAR &ESMERALDAS MONICA GONZALEZ	PO 29559 Plans Approved & Recorded	78.62	78.62
1440	1203 - KCE KEYSTONE CONSULTING ENGINEERS	PO 29580 MT POCONO HOTEL/ORDINANCE/MAIN STREET/RO	1,440.00	1,440.00
1441	1666 - NICHALAS ROMANO	PO 29553 Plans Approved & Recorded	78.62	78.62
1442	1672 - ROBERT & KAREN HOLM	PO 29554 Plans Approved & Recorded	205.12	205.12
1443	1665 - SEAN KERN	PO 29552 Plans Approved & Recorded	268.37	268.37
1444	1663 - WILLIAM BRAGANZA	PO 29550 Plans Approved & Recorded	300.00	300.00
TOTAL				40,622.97

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
85.101.000	ESCROW FUND CHECKING			0.00	40,622.97
85.250.006	SHUMAKOVICH - FIRE ESCROW			36,480.00	
85.250.211	BRAGANZA - LOT CONSOLIDATION			300.00	
85.250.230	TOBAR / GONZALEZ			78.62	
85.250.238	TAYLOR/VARGA LOT CONSOLIDATION			56.00	
85.250.240	KERN - LOT CONSOLIDATION			268.37	
85.250.243	ROMANO - LOT CONSOLIDATION			78.62	
85.250.244	HOLM - LOT CONSOLIDATION			205.12	
85.250.246	DIONISIO - LOT CONSOLIDATION			236.75	
85.250.249	JEFFREY WAGNER - LOT CONSOLIDATION			46.99	
85.250.280	HAYDT - LOT CONSOLIDATION			300.00	
85.250.283	HOOVER - LOT CONSOLIDATION			300.00	
85.250.328	TOBYHANNA DEVELOPMENT - 1545 PROSPECT ST			939.50	
85.250.361	MOUNT POCONO HOTEL - SKETCH PLAN REVIEW			216.00	
85.250.366	SARINELLI - SUBDIVISION PLAN			37.00	
85.250.593	TOWNSHEND INDUSTRIAL ASSET, LLC			1,080.00	
TOTALS FOR	ESCROW	0.00	0.00	40,622.97	40,622.97

Total to be paid from Fund 85 ESCROW

40,622.97

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40,622.97

List of Bills - (08101000) CHECKING SEWER FUND

Check#	Vendor	Description	Payment	Check Total
3706	1330 - AMAZON CAPITAL SERVICES	PO 29522 WWTP	40.79	40.79
3707	771 - COMMONWEALTH OF PA	PO 29562 OCTOBER	965.35	965.35
3708	771 - COMMONWEALTH OF PA	PO 29563 NOV	965.35	965.35
3709	1251 - ENVIRONMENTAL SERV. CORP.	PO 29575 10/23 SLUDGE REMOVAL	723.24	723.24
3710	699 - MAIN POOL & CHEMICAL CO	PO 29523 SULFATE SOLUTION	1,114.75	1,114.75
3711	81 - P P & L	PO 29514 26491-26001 WWTP	4,365.09	
		PO 29516 04090-21003 PUMP STA	160.98	4,526.07
3712	104 - S & H SUPPLY CO., INC.	PO 29578 UTILITY WTER HEATER WWTP	439.91	439.91
3713	1661 - ZENON ENVIRONMENTAL CORP.	PO 29510 SERVICE FEE PROGRAMMING SETUP	351.00	
		PO 29518 SITE MANAGER	857.14	1,208.14
TOTAL				9,983.60

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
08.101.000	CHECKING			0.00	9,983.60
08.269.500	PENNWORKS 2008 GOB			1,867.60	
08.429.200	SUPPLIES	1,155.54			
08.429.361	ELECTRIC	4,526.07			
08.429.374	MAINT/REPAIR EQUIPMENT	1,648.05			
08.429.452	SLUDGE HAULING	723.24			
08.472.106	PENNWORKS INTEREST LN #99900048	63.10			
TOTALS FOR	SEWER FUND	8,116.00	0.00	1,867.60	9,983.60

Total to be paid from Fund 08 SEWER FUND

9,983.60

9,983.60