

PITTSTON TOWNSHIP
Luzerne County, Pennsylvania
ORDINANCE NO. 9-01 of 2026

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PITTSTON TOWNSHIP, LUZERNE COUNTY, PENNSYLVANIA, PROVIDING FOR THE TRANSFER OF APPROXIMATELY 22.31 ACRES OF LAND FROM PITTSTON TOWNSHIP TO THE CITY OF PITTSTON AS AUTHORIZED BY ACT 41 OF JULY 7, 2022, P.L. 455, NO. 41), REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

BE IT ENACTED AND ORDAINED BY THE TOWNSHIP OF PITTSTON and it is hereby enacted and ordained by authority of the same as follows:

WHEREAS, the City of Pittston and Pittston Township have mutually agreed to the transfer of certain territory from Pittston Township to the City of Pittston, in accordance with the terms and conditions set forth in the Territory Transfer Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, said Territory Transfer Agreement is authorized pursuant to the Act of July 7, 2022, P.L. 455, No. 41; 53 Pa.C.S. §§ 2901–3171; and the Intergovernmental Cooperation Law, Act 177 of 1996; and

WHEREAS, the territory to be transferred shall include portions of the following Parcels: 51-E11 - 00A-001-000 or colloquially known as portions (22.31 acres) of the Stauffer Pointe site and with a legal description attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the territory to be transferred is depicted in the shaded area on the attached Map attached hereto and incorporated by reference as **Exhibit C**.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Pittston Township in lawful session by the authority of same as follows:

1. The Board of Supervisors accepts, approves and acknowledges the terms, conditions and obligations set forth in **Exhibit A**, (the “**Territory Transfer Agreement**”) and hereby authorizes the appropriate Officers and Officials of Pittston Township to execute the same.
2. The Board of Supervisors pursuant to and as authorized by Act 41 of 2022 (July 7, 2022), hereby accepts the territory described and depicted in **Exhibit B** and **Exhibit C** to be the “**Transferred Territory**” subject to the terms, conditions and obligations set forth in the Territory Transfer Agreement identified as **Exhibit A**.

ORDAINED and ENACTED by the Board of Supervisors of Pittston Township at a Regular Meeting held **September 21, 2026:**

DULY ENACTED AND ORDAINED, by the Supervisors of the Township of Pittston, Luzerne County, Pennsylvania in lawful session duly assembled this 21st day of September, 2026.

Submitted by Mr./Ms. Hawk

Seconded by Mr./Ms. Slezak

ROLL CALL
BOARD OF SUPERVISORS

<i>Supervisors:</i>	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Joseph Hawk, <i>Chairman</i>	☒	☐	☐	☐
Ms. Deborah Taroli, <i>V.C.</i>	☐	☒	☐	☐
Mr. David Slezak	☒	☐	☐	☐

By: Joseph Hawk
JOSEPH HAWK
Chairman, Board of Supervisors

ATTEST:

Kyle Rozitski
KYLE ROZITSKI
SECRETARY
(SEAL)

"EXHIBIT A"

TERRITORY TRANSFER AGREEMENT

This Territory Transfer Agreement and Memorandum of Understanding ("Agreement"), dated _____, 2026 is entered into between the City of Pittston, (hereinafter "City") with principal offices located at 35 Broad Street, Pittston, Luzerne County, Pennsylvania 18640 and Pittston Township (hereinafter "Township") with principal offices located at 421 Broad Street, Pittston, Luzerne County, Pennsylvania 18640.

WHEREAS, the City and Township have agreed to transfer territory from Pittston Township to the City of Pittston as authorized by Act of Jul. 7, 2022, P.L. 455, No. 41; and

WHEREAS, §724 of Act of Jul. 7, 2022, P.L. 455, No. 41 requires a Governing Body agreement and further sets out terms and conditions of said agreement; and

WHEREAS, the territory to be transferred shall include portions thereof the parcel 51-E11 - 00A-001-000 (22.31 acres) or colloquially known as a portion of the Stauffer Pointe site and as described in the attached plot in **Exhibit B** (hereinafter the "**Transferred Property**"); and

WHEREAS, Pursuant to the authority and powers granted under the City of Pittston Home Rule Charter, the Home Rule and Optional Plans Law, 53 Pa.C.S. §§ 2901–3171, and the Intergovernmental Cooperation Law, Act 177 of 1996, as amended, the City of Pittston (the "City") agrees to remit to Pittston Township (the "Township") an annual fee in consideration of the transfer of the subject territory, as more fully described in Exhibit A hereto.

The annual fee shall be calculated in accordance with the following formula:

1. Real Estate Tax Revenue: The City shall remit to the Township an amount equal to thirty-five percent (35%) of all real estate taxes collected by the City from properties located within the transferred territory. The parties agree that during the term of this Agreement, the Township's

minimum Real Estate Tax Revenue remittance from the City from such residentially developed properties within the transferred territory shall be 2.835 mills.

1. Should a Countywide assessment take effect during the term of this agreement, the City shall transmit at a minimum the equivalent of the previous year's tax share, which shall set the new baseline. Thereafter, the City shall transmit either 35% of the Tax Revenue remittance from such residentially developed properties or the new baseline, whichever shall be greater.
2. Earned Income Tax (EIT): In the event any portion of the transferred territory is developed for residential purposes, the City shall remit to the Township thirty-five percent (35%) of all Earned Income Tax revenue collected by the City from such residentially developed properties within the transferred territory. The parties agree that during the term of this Agreement, the Township's minimum Earned Income Tax revenue collected by the City from such residentially developed properties within the transferred territory shall be 0.945%.
3. Realty Transfer Tax: The City shall remit to the Township thirty-five percent (35%) of all realty transfer taxes collected by the City in connection with the transfer of real property located within the transferred territory. The parties agree that during the term of this Agreement, the Township's minimum Realty Transfer Tax collected by the City in connection with the transfer of real property located within the transferred territory shall be 1.225%.
4. Permit Fees: The City shall remit to the Township thirty-five percent (35%) of the net revenue received from permit fees associated with new construction within the transferred territory.

The City's obligation to make such annual payments shall continue for a period of thirty-five (35) years, commencing in the calendar year immediately following the first full year after the effective

date of the transfer. Specifically, payments shall begin in 2028 based on taxes and fees collected during the 2027 calendar year, and shall continue annually through 2063, with the final payment to be based on taxes and fees collected in 2062.

5. Additional Services:

1. The City will provide police services for all of Stauffer Pointe. The City and Township will enter into a separate agreement for this.
2. The City will provide typical municipal snow removal for all Stauffer Point Road Area plus the Township sections of Valley View Terrace, East Lane, Grand View Drive and Valley View Drive .
3. The City will develop a Recreational Park (or amenities) with input from Township officials that will be signed as a joint City and Township Park (To be named later).

NOW, THEREFORE, in their mutual desire to transfer territory from Pittston Township to the City of Pittston and based upon the mutual agreements herein contained and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to and are bound by the following terms set forth below which shall be binding upon the respective, successors and assigns of each Party in perpetuity.

1. **Recitals.** The above Recitals are incorporated herein, in their entirety, by reference.

2. **Compliance.** All activities performed by either party hereunder shall be performed in accordance with all applicable statutes and ordinances of the County of Luzerne, Commonwealth of Pennsylvania, and United States of America.

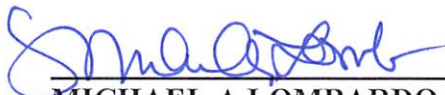
2. **Remedy or Rescission.** If either party seeks a remedy or rescission of this Agreement, such relief shall be limited exclusively to monetary or financial compensation. Under no circumstances shall any remedy or rescission result in the reversion or return of the territory.

3. **Entire Agreement.** This Agreement, and the attachments hereto, constitute the full and complete understanding and agreement between the parties. This Agreement may only be altered in writing, signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Luzerne County Court of Common Pleas.

ATTEST:


JOSEPH CHACKE,
CITY ADMINISTRATOR

THE CITY OF PITTSTON


MICHAEL A LOMBARDO,
MAYOR

ATTEST:


KYLE ROZITSKI,
SECRETARY

THE TOWNSHIP OF PITTSTON


JOSEPH J HAWK, JR.
CHAIRMAN

EXHIBIT "B"

"ANNEXATION AREA A"
LANDS BEING ANNEXED INTO THE CITY OF PITTSBURGH
PITTSBURGH TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA

All that certain piece or parcel of land situated in the Township of Pittsburgh, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the northeasterly terminus of northerly right of way line of Mill Street, said point also being a corner of the lands Stauffer Point Development Group, LLC., as recorded in deed book 3007 on page 307591;

THENCE along the northerly right of way line of said Mill Street, N 55° 50' 56" W for a distance of 100.00 feet to a found iron pin at the southeasterly corner of lands now or formerly of Joan M. McCluskey;

THENCE along the easterly line of lands of said McCluskey and the easterly terminus of a 12 foot wide alley, N 34° 09' 04" E for a distance of 156.00 feet to a found iron pin;

THENCE along the northerly right of way line of said 12 foot wide alley, N 55° 50' 56" W for a distance of 50.00 feet to a found iron pin at the southeasterly corner of lands now or formerly of Alfredo Cartagena and Eugene Cartagena;

THENCE along the easterly line of said lands of Cartagena, N 34° 09' 04" E for a distance of 144.00 feet to a found iron pin on the southerly right of way line of Center Street;

THENCE along the southerly right of way line of said Center Street, S 55° 50' 56" E for a distance of 37.56 feet to a point;

THENCE through said lands of Stauffer Point Development Group, LLC, N 34° 09' 04" E for a distance of 259.55 feet to a point on the southerly line of lands now or formerly of Donald K. Gardner, James Kevin Gardner and Kevin Gardner;

THENCE along lands of said Gardner, the following courses and distances:

- S 56° 32' 55" E for a distance of 201.49 feet to a found iron pin;
- N 33° 27' 05" E for a distance of 100.00 feet to a found iron pin at the southwesterly corner of lands now or formerly of Stephen, Sr. and Mary C. Sutkowski;

THENCE along said lands of Sutkowski and lands now or formerly of Robert and Maureen Sutkowski, S 56° 32' 55" E for a distance of 180.31 feet to a point;

THENCE through lands of the said Stauffer Point Development Group, LLC, the following courses and distances:

- S 34° 33' 17" W for a distance of 193.61 feet to a point;
- S 01° 26' 40" E for a distance of 615.07 feet to a point;
- N 78° 30' 25" W for a distance of 133.93 feet to a point;

- N 11° 57' 44" E for a distance of 96.64 feet to a point;
- N 76° 46' 54" W for a distance of 225.78 feet to a point;
- N 89° 10' 02" W for a distance of 93.59 feet to a point, said point being on the municipal boundary line between the Township of Pittston and the City of Pittston;
- Along said municipal boundary line, N 41° 38' 43" W for a distance of 181.12 feet to a point;
- Still continuing through said lands, leaving the municipal boundary line, and running along the easterly terminus of Mill Street, N 34° 09' 04" E for a distance of 79.28 feet to the POINT OF BEGINNING.

CONTAINING 8.12 acres of land, more or less.

Being more fully shown as "ANNEXATION AREA A" on an Annexation Plan dated May 7, 2026, prepared by Reilly Associates. (Project No. 26036.00)

July 6, 2026

TODD A DISTASIO, P.L.S.
REILLY ASSOCIATES
CONSULTING ENGINEERS
49 SOUTH MAIN STREET
PITTSBURGH, PA 15201

“ANNEXATION AREA B”
LANDS BEING ANNEXED INTO THE CITY OF PITTSBURGH
PITTSBURGH TOWNSHIP
LUZERNE COUNTY, PENNSYLVANIA

All that certain piece or parcel of land situated in the Township of Pittsburgh, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly line of lands now or formerly of 322 Laurel, LLC, as recorded in deed book 3024 on page 116864, said point also being on the southerly line of lands of Stauffer Pointe Development Group, LLC, as recorded in deed book 3007 on page 307591, said point further being on the municipal boundary line between the Township of Pittsburgh and the City of Pittsburgh;

THENCE through said lands of Stauffer Pointe Development Group, LLC, the following courses and distances:

- Along the said municipal boundary line between the Township of Pittsburgh and the City of Pittsburgh, N 41° 38' 43" W for a distance of 729.73 feet to a point on the northerly side of Grandview Drive;
- S 78° 30' 25" E for a distance of 389.55 feet to a point;
- Along a curve to the left, having a radius of 86.12 feet, an arc length of 51.26 feet, a chord bearing of N 84° 26' 32" E, and a chord distance of 50.50 feet to a point;
- N 67° 22' 35" E for a distance of 91.54 feet to a point;
- S 22° 50' 58" E for a distance of 166.02 feet to a point;
- Along a curve to the left, having a radius of 124.56 feet, an arc length of 164.45 feet, a chord bearing of S 60° 40' 15" E, and a chord distance of 152.76 feet to a point;
- N 20° 25' 40" E for a distance of 109.82 feet to a point;
- N 71° 01' 00" W for a distance of 76.28 feet to a point;
- N 23° 00' 57" W for a distance of 169.93 feet to a point;
- N 01° 21' 57" W for a distance of 377.81 feet to a point;
- S 88° 04' 43" W for a distance of 121.38 feet to a point;
- N 01° 45' 56" W for a distance of 104.65 feet to a point;
- Along a curve to the right having a radius of 108.48 feet, an arc length of 65.43 feet, a chord bearing of N 15° 30' 48" E, and a chord distance of 64.44 feet to a point;
- N 33° 45' 22" E for a distance of 93.57 feet to a point;
- N 33° 23' 57" E for a distance of 14.59 feet to a point at a point, said point being a southwesterly corner of lands now or formerly of Philip J. Pisano as recorded in deed book 3023 on page 43268;

THENCE along lands of said Pisano and containing along lands of multiple others, the following courses and distances:

- S 56° 36' 03" E for a distance of 145.00 feet to a point;
- N 33° 23' 57" E for a distance of 15.00 feet to a point;
- S 56° 36' 03" E for a distance of 15.00 feet to a found iron pin;
- S 33° 23' 57" W for a distance of 30.00 feet to a point;

- S 56° 36' 03" E for a distance of 110.00 feet to a point;
- N 33° 23' 57" E for a distance of 30.00 feet to a found iron pin;
- S 56° 36' 03" E for a distance of 230.00 feet to a found iron pin in concrete;
- S 25° 21' 37" E for a distance of 265.90 feet to a point;
- S 70° 20' 20" E for a distance of 248.08 feet to a found iron pin;
- S 19° 39' 40" W for a distance of 146.60 feet to a found iron pin;
- N 70° 02' 20" W for a distance of 150.00 feet to a point;
- S 19° 39' 40" W for a distance of 110.00 feet to a point;
- S 70° 02' 20" E for a distance of 150.00 feet to a found iron pin on the northerly line of the aforementioned lands now or formerly of 322 Laurel, LLC as recorded in deed book 3024 on page 116864;

THENCE along the northerly line of said lands of 322 Laurel, LLC, the following courses and distances:

- S 19° 39' 39" W for a distance of 38.97 feet to a found iron pin;
- S 66° 10' 29" W for a distance of 815.99 feet to the POINT OF BEGINNING.

CONTAINING 14.19 acres of land, more or less.

Being more fully shown as "ANNEXATION PARCEL B" on an Annexation Plan dated May 7, 2026, prepared by Reilly Associates. (Project No. 26036.00)

July 7, 2026

TODD A DISTASIO, P.L.S.
 REILLY ASSOCIATES
 CONSULTING ENGINEERS
 49 SOUTH MAIN STREET
 PITTSTON, PA 18640

EXHIBIT C

ADDENDUM TO TERRITORY TRANSFER AGREEMENT

This Addendum to the Territory Transfer Agreement by and between The City of Pittston ("City") and The Township of Pittston ("Township") is made and entered into on this 21st day of September 2026. City and Township may hereinafter collectively be referred to as the "parties" and generically as a "party".

WHEREAS, City and Township have negotiated a Territory Transfer Agreement authorized pursuant to the Act of July 7, 2022, P.L. 455, No. 41; and the Intergovernmental Cooperation Law, Act 177 of 1996; and

WHEREAS, the Agreement was passed at City's public meeting on September 16, 2026, and properly endorsed and executed; and

WHEREAS, the Township desires to clarify certain terms and conditions prior to Township's passage of the Agreement.

NOW THEREFORE, for clarification purposes, the parties desire to amend the agreement as follows:

1. The City agrees that paragraph 1.1's reference to "residentially developed properties" shall include undeveloped parcels of land.
2. The parties agree that any individuals, trusts, organizations or purchasers that have purchased property within the Township prior to the effective date of the Ordinance shall remain in and be assessed in the Township. To date these include but may not be exclusive to: 432 Rockledge Drive; 440 Rockledge Drive; 442 Rockledge Drive; 446 Rockledge Drive; and 448 Rockledge Drive.
3. The parties further agree that they will take any and all steps necessary to modify the exhibits, maps, legal descriptions and the like to reflect the intent of the parties for these properties to remain in Pittston Township.
4. All other terms, provisions and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first above written.

ATTEST:

THE CITY OF PITTSTON

JOSEPH CHACKÉ,
CITY ADMINISTRATOR

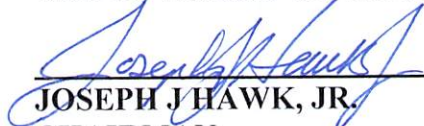
MICHAEL A LOMBARDO,
MAYOR

ATTEST:

THE TOWNSHIP OF PITTSTON



KYLE ROZITSKI,
MANAGER/SECRETARY



JOSEPH J HAWK, JR.
CHAIRMAN