



POCONO TOWNSHIP COMMISSIONERS
AGENDA

July 17, 2023 | 6:00 p.m.

112 Township Drive, Tannersville, PA

Dial-In Option: 646 558 8656

Meeting ID: 892 102 5946

Passcode: 18372

Zoom Link:

<https://us06web.zoom.us/j/8921025946?pwd=Q1VtaFVhVEpRWtUvdIFrSHJ1cE1Td09>

Open Meeting

Pledge of Allegiance

Roll Call

Public Comment

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

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

Announcements

- Please take note of Pocono Township's upcoming summer activities:
 - July 27 at 6:00 p.m. – The Leah Fuls Band performing on the Fireman's Field off Alger Avenue.
 - August 22 at 10:00 a.m. – The Wide World of Bugs at Mountain View Park.

Hearings – None

Presentations

- Retirement Recognition – Chief Kent J. Werkheiser, 25 Years of Service
- Appointment of Chief of Police – Acting Chief Shawn Goucher (**Action Item**)
- Retirement Recognition – Ed Getz, 35 Years of Service on Township Road Crew
- Retirement Recognition – Dean Hartshorn, 22 Years of Service on Township Road Crew

Resolutions

Resolution 2023-15 – Motion to pass Resolution 2023-15 approving the lease-purchase of a 2023 Caterpillar 420XE Backhoe Loader in the amount of \$151,400.00 and authorizing the execution of a lease-purchase agreement with Bank Capital Services LLC, D/B/A F.N.B. Equipment Finance.
(Action Item)

Consent Agenda

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the July 3, 2023 meeting of the Board of Commissioners.
 - Financial transactions through July 13, 2023 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll; vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers. **(Action Items)**

NEW BUSINESS**1. Personnel****2. Travel/Training Authorizations****Report of the President**

Richard Wielebinski

- Motion to advertise a 30-day review and comment period for the proposed Great Wolf Lodge Employee Housing Sewage Planning Application. **(Action Item)**
- Review of bids and award of Pocono Township's 2023 road micro-surfacing projects. **(Action Item)**
- Discussion and possible action regarding the application of SBA Towers X, LLC to the Zoning Hearing Board for a special exception for a communication tower.
 - Certification that no suitable co-location opportunities are available within a one-mile radius of the proposed communication tower, per Section 470-52(B) of the Township Zoning Ordinance. **(Possible Action Item)**
- Discussion and possible action regarding the design and property acquisition process for the proposed roundabout at the intersection of Learn Road and Fish Hill Road. **(Possible Action Item)**

Commissioner Comments

Jerrod Belvin – Vice President

- Discussion and possible action regarding Pocono Township entering a contract with Rapid Response Inc. for the purpose of HAZMAT cleanup and decontaminations for emergency incidents, subject to Township solicitor review. **(Possible Action Item)**
- Emergency Management Update
 - Laurel Lake Dam
- Update – PPL utility lines and possible drainage issues on Barton Court.

Ellen Gandt – Commissioner

Jerry Lastowski – Commissioner

Keith Meeker – Commissioner

Reports**Zoning**

Police Report

- General police updates.
- Motion to proceed with testing for the Pocono Township Police Department Sergeant position. **(Action Item)**
- Motion to utilize ARPA funds for the purchase of a 2 Cam L5M License Plate Reader System in the amount of \$14,525.00 for a Police Department patrol car. **(Action Item)**

Ambulance Report**Public Works Report**

- Current Public Works projects.
- Mountain View Park updates.
- TLC Park updates.
 - Splash Pad Installation.
 - Dog Park Project(s)
- Motion to approve an agreement with RoadBotics in the amount of \$7,800.00, subject to legal review, for the purpose of assessing the pavement condition and prioritizing road improvement projects for Pocono Township roads. **(Action Item)**
- Motion to advertise for public bid via PennBid the cleaning and epoxy spray coating of eight (8) sanitary sewer manholes. **(Action Item)**
- Motion to approve a COSTARS quote provided by Multi-Dimensional Integration (MDI) in an amount not to exceed \$35,000 for the upgrade of sewer pump station modems with redundant internet and cellular services, subject to contract review by the Township solicitor. **(Action Item)**
- Motion to approve a COSTARS quote in the amount of \$145,393, provided by Multi-Dimensional Integration and reviewed by the Township Engineer, for the installation of updated sewer pump station control system hardware and software, subject to Township solicitor review. **(Action Item)**
- Installation of speed tables on Learn Road for speed control.

Administration – Manager’s Report – No update.**Township Engineer Report**

- Motion to advertise for adoption the Township’s revised Act 167 stormwater ordinance, incorporating changes to the ordinance as prepared by the Township engineer and as required by PA DEP. **(Action Item)**
- Learn Road safety enhancement project and roundabout survey work.
- Update – TASA SR 611 sidewalk project.

Township Solicitor Report

- General legal update.
- Update – Maintenance and operation escrow requirements for land development projects that require installation of new traffic lights.
- Zoning Hearing Board updates.
 - Discussion and possible action as to the Township solicitor’s representation at the zoning hearing for SBA Towers X, LLC on July 20, 2023. **(Possible Action Item)**
 - Crawford Appeal.
- Update – Johnson Appeal Commonwealth Court argument.

Public Comment

For any individuals wishing to make public comment tonight, including those dialed in by phone, please state the spelling of your name and identify whether you are a taxpayer of Pocono Township. Please limit individual comments to five (5) minutes and direct all comments to the President.

Adjournment

RESOLUTION NO. 2023-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF POCONO, MONROE COUNTY, PENNSYLVANIA APPROVING THE EXPENDITURE OF \$151,400.00 FOR A 2023 CATERPILLAR 420XE BACKHOE LOADER AND AUTHORIZING THE EXECUTION OF A CERTAIN LEASE PURCHASE AGREEMENT WITH BANK CAPITAL SERVICES LLC, D/B/A F.N.B. EQUIPMENT FINANCE

WHEREAS, Township of Pocono (the “Lessee”) is a political subdivision of the Commonwealth of Pennsylvania (the “Commonwealth”) and is duly organized and existing under the laws of the Commonwealth; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee (the “Board of Commissioners”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee; and

WHEREAS, the Governing Body of the Lessee has determined that it is necessary and advisable to lease the following property: 2023 Caterpillar 420XE Backhoe Loader (the “Leased Property”); and

WHEREAS, the Governing Body of the Lessee has determined that the costs of the Leased Property to be \$151,400.00; and

WHEREAS, the Lessee desires to enter into a tax- exempt Lease Purchase Agreement (the “Lease Agreement”) with Bank Capital Services LLC, d/b/a F.N.B. Equipment Finance, as lessor (the “Lessor”) to finance the costs of the Leased Property.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners as follows:

1. The Leased Property. The Lessee hereby authorizes and approves the acquisition of the Leased Property and does hereby ratify and confirm all action heretofore taken by officers and officials of the Lessee and others pursuant to direction of the Lessee in proceeding with the acquisition of the Leased Property. The Lessee shall proceed with the acquisition of the Leased Property and the necessary financing to fund the Leased Property and related costs and expenses.

2. Authorization and Approval of the Lease Agreement. The Lease Agreement, hereafter, including in such defined term all related documents therewith, each document substantially in the form presented at this meeting, are approved together with such changes as may be approved by the officers and officials of the Lessee executing the same, their execution to be deemed conclusive evidence of such approval.

Proper officers of the Lessee are authorized and directed, as applicable, to execute and acknowledge the Lease Agreement and to deliver the same to the Lessor for execution, in the form approved by this Section.

3. Annual Appropriations. The Lessee's payment obligations under the Lease Agreement shall constitute a current expense of Lessee subject to annual appropriation or renewal by the Board of Commissioners and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the full faith and credit of Lessee.

4. Designation as "Qualified Tax-Exempt Obligations". The Lessee hereby designates the principal component of its payment obligations under the Lease Agreement in the amount of \$151,400.00 as Qualified Tax-Exempt Obligations pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and the applicable regulations and rulings thereunder. The Lessee represents and expects that the total amount of its obligations so designated and to be designated during the current calendar year does not and will not exceed \$10,000,000.

5. General Authorization. Proper officers and officials of the Lessee are authorized and directed to execute and deliver such documents (in addition to documents hereinbefore mentioned) and do such things as are required in connection with undertaking of the acquisition of the Leased Property, including payment of costs and expenses incurred in connection therewith, and as otherwise may be required to carry out the intent and purpose of this Resolution.

6. Effective Date. This Resolution shall become effective immediately.

7. Severability. In the event any provisions, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the Board of Commissioners that such remainder shall be and shall remain in force and effect.

8. Repealer. All resolutions or parts of resolutions inconsistent herewith are expressly repealed to the extent of such inconsistencies.

DULY ADOPTED, by the Board of Commissioners of Township of Pocono, this 17th day of July, 2023.

ATTEST:

Township of Pocono
Board of Commissioners

By: _____
Print Name: Taylor Munoz
Title: Township Manager

By: _____
Print Name: Richard Wielebinski
Title: President

**Pocono Township Board of Commissioners
Regular Meeting Minutes
July 3, 2023 | 6:00 p.m.**

The regular meeting of the Pocono Township Board of Commissioners was held on July 3, 2023 and was opened by Vice President Jerrod Belvin at 6:00 p.m. followed by the Pledge of Allegiance.

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

In Attendance: Taylor Munoz, Township Manager; Leo DeVito, Township Solicitor; Shawn Goucher, Acting Chief of Police; and Jennifer Gambino, Administrative Assistant.

Public Comment

Wayne Mazur (Township Resident) – Detailed an issue pertaining to 386 Camelback Road and claims of shooting activity causing concerns with Cobble Creek residents.

J. Belvin made a motion, seconded by J. Lastowski, to suspend the agenda for consideration of time-sensitive action items. All in favor. Motion carried.

- Motion to approve a consent agenda of the following items:
 - Old business consisting of the minutes of the June 19, 2023 meeting of the Board of Commissioners.
 - Financial transactions through June 29, 2023 as presented, including ratification of general fund expenditures, sewer operating expenditures and gross payroll; vouchers payable, sewer operating expenditures, construction fund expenditures, capital reserve expenditures and transfers.

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

J. Belvin made a motion, seconded by K. Meeker, to approve a Retention and Voluntary Retirement Agreement and General Release for Officer Timothy Mignosi. All in favor. Motion carried.

J. Belvin made a motion, seconded by J. Lastowski, to approve the lease-purchase of a new CAT backhoe for the Pocono Township Road Crew in the COSTARS amount of \$151,400.00. All in favor. Motion carried.

J. Belvin made a motion, seconded by J. Lastowski, to authorize bidding for Pocono Township's Green Light Go Grant No. 2017-45101-1371, in conjunction with Smithfield, Middle Smithfield and Stroud Townships. All in favor. Motion carried.

J. Belvin made a motion, seconded by K. Meeker, to open a public hearing for consideration of Ordinance 2023-06 amending Chapter 439 Water, Article II designating a new water service area; requiring and providing for making connections to available public water supply lines in the Township of Pocono according to the rules of the Brodhead Creek Regional Authority, and repealing all ordinances and parts of ordinances inconsistent herewith. All in favor. Motion carried.

L. DeVito noted this ordinance was advertised as required. This is an amendment to the already existing mandatory connection ordinance of Pocono Township. The amendment reflects the existing PJJWA service area as now being under BCRA ownership and adds the amended Act 537 sewer service areas to the Township's public water service area. Jackson Township enacted a similar ordinance two weeks ago for the area once known as the PJJWA service area. This is to coordinate mandatory connection area to be same for water as it is for sewer.

Elizabeth Casciano (Township resident) – Expressed concerns about mandatory water connections. Asked that the ordinance be tabled.

Lisa Buccholz (Jackson Resident) – Asked that the ordinance be tabled. Wants to compare ordinances.

L. DeVito clarified elements of the mandatory connection ordinance.

Elena Braverman (Township Resident) – Expressed concerns about the concept of mandatory connections.

Vitale Braverman (Township Resident) – Expressed concerns about commercial development along Stadden Road.

L. DeVito clarified that the Brodhead Creek Regional Authority is a public municipal authority, not a “private company.”

J Belvin made a motion, seconded by K. Meeker, to close the public hearing. All in favor. Motion carried.

J. Belvin made a motion, seconded by K. Meeker, to approve Ordinance 2023-06 amending Chapter 439 Water, Article II designating a new water service area; requiring and providing for making connections to available public water supply lines in the Township of Pocono according to the rules of the Brodhead Creek Regional Authority, and repealing all ordinances and parts of ordinances inconsistent herewith. All in favor. Motion carried.

Adjournment

J. Belvin made a motion, seconded by J. Lastowski, to adjourn the meeting at 6:27 p.m. All in favor. Motion carried.

POCONO TOWNSHIP

Monday, July 17, 2023

SUMMARY

Ratify

General Fund	\$	1,693.24
Payroll	\$	146,192.88
Sewer Operating	\$	494.99
Sewer Construction	\$	-
Capital Reserve	\$	-

Bill List

TOTAL General Fund	\$	227,272.17
TOTAL Sewer <u>OPERATING</u> Fund	\$	108,646.10
TOTAL Sewer <u>CONSTRUCTION</u> Fund	\$	1,900.98
TOTAL Capital Reserve Fund	\$	28,042.15
Liquid Fuels	\$	-
TOTAL EXPENDITURES	\$	514,242.51

Fire Tax Disbursement	\$	-
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Budget Adjustments**Budget Appropriations****Budgetary Interfund Transfer****Use of Grant Funds****ARPA FUNDS TO CAPITAL RESERVE****LVL Engineering**

Proj 2130153T TASA SR 611/Learn Rd Safety Enhance Proj& Proj 2130153L		
99705	\$	1,982.25
TOTAL CAP. RESERVE	\$	1,982.25
ARPA FUNDS TO GENERAL FUND		
Sarcinello Planning & GIS Services	\$	1,857.63
TOTAL GEN FUND	\$	1,857.63
Total ARPA Transfers	\$	3,839.88

Notes:

POCONO TOWNSHIP CHECK LISTING

RATIFY

Monday, July 17, 2023

General Fund

	Date	Check	Vendor	Memo	Amount
Payroll	07/14/2023			PAYROLL ENDING 07/09/2023	\$ 146,192.88
TOTAL PAYROLL					\$ 146,192.88

General Expenditures

	Date	Check	Vendor	Memo	Amount
	06/28/2023	63541	United States Treasury	24-6001526 Form 720 PCOR Fees Q2 2023	\$ 207.00
	07/03/2023	63543	PENTELEDATA	Police & Park Internet	\$ 314.08
	07/03/2023	63544	PENTELEDATA	TWP Internet	\$ 142.90
	07/03/2023	63545	Pocono Record	Public Hearing & Bids	\$ 396.10
	07/05/2023	63546	District Court 43-3-03	TDU Civil complaint	\$ 202.25
	07/11/2023	63547	Blue Ridge Communications	TWP & Police Phones	\$ 393.18
	07/11/2023	63548	FIRSTNET	MVP Wifi Hotspot	\$ 37.73
TOTAL General Fund Bills					\$ 1,693.24

Sewer Operating Fund

	Date	Check	Vendor	Memo	Amount
	2520	45110	PENTELEDATA	Pump Stations 1 thru 5 Internet	\$ 369.75
	2521	45118	BLUE RIDGE COMMUNICATIONS	Pump Station 1 & 2Phone	\$ 125.24
					\$ 494.99

Sewer Construction Fund

	Date	Check	Vendor	Memo	Amount
					TOTAL Sewer Construction Fund \$ -

Capital Reserve Fund

	Date	Check	Vendor	Memo	Amount
					TOTAL Capital Reserve Fund \$ -

TOTAL General Fund
TOTAL Sewer Operating
TOTAL Sewer Construction
Total Capital Reserve

\$	147,886.12	
\$	494.99	Authorized by:
\$	-	
\$	-	Transferred by:
\$	148,381.11	

POCONO TOWNSHIP CHECK LISTING

Monday, July 17, 2023

General Fund

Date	Check	Vendor	Memo	Amount
7/11/2023	63549	ADP, LLC	Payroll, Time & Attendance	\$ 686.81
7/11/2023	63550	ARGS Technology, LLC	May & June 2023 Remote Services	\$ 7,583.45
7/11/2023	63551	AT&T	LEA Tracking	\$ 70.00
7/11/2023	63552	Auto Parts of Tannersville, Inc.	PW supplies	\$ 961.79
7/11/2023	63553	Best Auto Service Center	Police vehicle repair	\$ 373.58
7/11/2023	63554	Brodhead Creek Regional Authority	TWP Sewer 2 EDUs	\$ 171.08
7/11/2023	63555	Broughal & DeVito, L.L.P.	Legal services	\$ 6,302.89
7/11/2023	63556	Cefali and Associates PC	May 2023 Services	\$ 360.00
7/11/2023	63557	Fry's Plastic	PW supplies	\$ 1,078.30
7/11/2023	63558	Funtastic Faces and Body Art	6/27/23 Concert in the Park	\$ 550.00
7/11/2023	63559	Furino Mech Contracting & Furino Fuels	Fountain Court Fire 6/25/23 Fuel	\$ 2,843.33
7/11/2023	63560	General Code	Supplement No 5	\$ 6,619.00
7/11/2023	63561	Gotta Go Potties, Inc	6/22/23 Concert & Park Rental	\$ 625.00
7/11/2023	63562	Grainger	PW supplies	\$ 757.88
7/11/2023	63563	H. M. Beers, Inc.	June 2023 SEO Services	\$ 1,750.00
7/11/2023	63564	Iannazzo, Marc	6/29/23 Gasoline for Training	\$ 30.00
7/11/2023	63565	Jan-Pro of NEPA	TWP Cleaning	\$ 1,668.50
7/11/2023	63566	JDM Consultants, LLC	July 2023 Grant Writing Services	\$ 3,500.00
7/11/2023	63567	Kimball Midwest	PW supplies	\$ 267.92
7/11/2023	63568	Locust Ridge Quarry	Road materials	\$ 1,024.60
7/11/2023	63569	LVL Engineering Group	Engineering services	\$ 8,553.23
7/11/2023	63570	MacDougall, Krisann	Reimbursement	\$ 36.81
7/11/2023	63571	McCue, Connor	6/2/23 Workboots	\$ 224.95
7/11/2023	63572	MetLife - Non Uni. Pen. Plan	Non police pension	\$ 9,779.16
7/11/2023	63573	Mountain Road Feed Store	Pro Land Scape	\$ 212.00
7/11/2023	63574	MRM Worker's Compensation Pooled Trust	WC premium	\$ 14,790.71
7/11/2023	63575	Nationwide - 457	ER & EE Cont	\$ 4,570.78
7/11/2023	63576	PMHIC	INS. Premium	\$ 59,408.23
7/11/2023	63577	Portland Contractors, Inc.	June 2023 Monthly Fee	\$ 320.00

7/11/2023	63578	PPL Electric Utilities	Traffic Signal & Area lights	\$	98.30
7/11/2023	63579	Rasely, Robert	7/2/23 Workboots	\$	170.99
7/11/2023	63580	Sarcinello Planning & GIS Services	June 2023 Zoning Ord Amendments	\$	1,857.63
7/11/2023	63581	Scott's Signs and Printing	Plaques & Engraving	\$	345.00
7/11/2023	63582	SFM Consulting LLC	June 2023 BC & Zoning Services	\$	70,696.84
7/11/2023	63583	State Workers Insurance Fund	WC premium	\$	2,059.00
7/11/2023	63584	Suburban Propane	Vehicle fuel	\$	3,048.57
7/11/2023	63585	Suburban Testing Labs	MVP Bath House	\$	361.00
7/11/2023	63586	The Leah Marie Fuls Band	7/27/23 Concert in the Park Event	\$	500.00
7/11/2023	63587	Tulpehocken Mountain Spring Water Inc	TWP Drinking Water	\$	80.59
7/11/2023	63588	UNIFIRST Corporation	TWP Mats	\$	38.09
7/11/2023	63589	US BANK - Lockbox CM9722	EE Contribution	\$	11,934.20
7/11/2023	63590	Weldon Tire	Police vehicle repair	\$	945.96
7/11/2023	63591	Wilson Products Compressed Gas Co.	Argon Mix & Industrial Oxygen	\$	16.00

TOTAL GENERAL FUND **\$227,272.17**

Sewer Operating

Date	Check	Vendor	Memo	Amount
7/11/2023	2521	BLUE RIDGE COMMUNICATIONS	Pump Station 1& 2Phone	\$ 125.24
7/11/2023	2522	ARGS Technology, LLC	5/9/2023 Services Quickbooks Install	\$ 250.00
7/11/2023	2523	Aspen Pest Control	Pump Stations 1 & 5 Mice Services	\$ 110.00
7/11/2023	2524	BRODHEAD CREEK REGIONAL AUTHORITY	PA One Call Service July 2023 (38 responses for June 2023)	\$ 2,475.00
7/11/2023	2525	BRODHEAD CREEK REGIONAL AUTHORITY	Jul 2023 O&M	\$ 92,937.09
7/11/2023	2526	BROUGHAL & DEVITO, L.L.P.	Legal services	\$ 1,392.00
7/11/2023	2527	LVL Engineering Group	Engineering services	\$ 10,235.57
7/11/2023	2528	METROPOLITAN TELECOMMUNICATIONS	Pump Station 5 Phone	\$ 84.02
7/11/2023	2529	ONYX VALVE CO	Manual Vacuum Fill Kit 1ea	\$ 325.00
7/11/2023	2530	PA One Call System, Inc	Sewer Mapping	\$ 90.18
7/11/2023	2531	SUBURBAN TESTING LABS	Monthly NPDES	\$ 622.00

TOTAL Sewer Operating **\$108,646.10**

Sewer Construction Fund

Date	Check	Vendor	Memo	Amount
7/11/2023	753	LVL Engineering Group	Engineering services	\$ 1,900.98

TOTAL Sewer Construction Fund	\$1,900.98
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Capital Reserve Fund

Date	Check	Vendor	Memo	Amount
7/6/2023	1437	STEELE'S HARDWARE	Concrete Mix 10ea for Dog Park	\$ 109.90
7/11/2023	1438	AG Industrial, Inc.	Tow Behind Hydraulic Road Broom 1ea	\$ 25,360.50
7/11/2023	1439	BARRETT SIGNS	1 Aluminum Sign for Splash Pad	\$ 139.00
7/11/2023	1440	LVL ENGINEERING GROUP	Engineering services	\$ 2,432.75

TOTAL Capital Reserve Fund	\$28,042.15
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Liquid Fuels

Date	Check	Payee	Memo	Amount
				<u>\$0.00</u>

Fire Tax Disbursement

Date	Check	Payee	Memo	Amount
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TOTAL Fire Tax	\$0.00
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ESSA

General Fund	\$	227,272.17	Authorized by: _____
Sewer Operating	\$	108,646.10	
Sewer Construction Fund	\$	1,900.98	
Capital Reserve	\$	28,042.15	
Fire Tax Disbursement	\$	-	Transferred by: _____
Liquid Fuels	\$	-	
TOTAL ESSA TRANSFER	\$	365,861.40	

General Fund
Balance Sheet
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.004 · GENERAL FUND DISBURSEMENT	14,702.73
100.000 · General Fund Cash	5,743,377.34
100.001 · Petty Cash	240.00
100.002 · ESSA Payroll account	1,106.70
100.003 · KOLLAR COMMITTED	5,339.82
103.002 · ESSA Fees In Lieu COMMITTED	690,464.79
Total Checking/Savings	<u>6,455,231.38</u>
Other Current Assets	
140.300 · Taxes Receivable	10,054.05
145.100 · Accounts Receivable Adjustments	7,597.50
Total Other Current Assets	<u>17,651.55</u>
Total Current Assets	<u>6,472,882.93</u>
Other Assets	
155.000 · Prepaid Expenses	3,509.95
155.100 · Prepaid Insurance	13,261.00
Total Other Assets	<u>16,770.95</u>
TOTAL ASSETS	<u><u>6,489,653.88</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200.000 · General Fund A/P	227,272.17
Total Accounts Payable	<u>227,272.17</u>
Other Current Liabilities	22,856.05
Total Current Liabilities	<u>227,272.17</u>
Total Liabilities	<u>227,272.17</u>
Equity	
279.000 · Fund Balance	3,335,597.52
279.001 · Committed Open Spaces	690,462.69
Net Income	2,213,465.45
Total Equity	<u>6,239,525.66</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,466,797.83</u></u>

7/11/2023

Operating Reserve Fund
Balance Sheet
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.001 · ESSA Capital Reserve Account	1,978,575.02
100.103 · MC CONS. DIST. GRANT/ PARK LANE	416.66
100.104 · DCNR GRANT BRC-PRD-28-100	204,011.87
Total Checking/Savings	<u>2,183,003.55</u>
Total Current Assets	<u>2,183,003.55</u>
TOTAL ASSETS	<u><u>2,183,003.55</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	27,932.25
Total Accounts Payable	27,932.25
Other Current Liabilities	
252.001 · UNEARNED GRANT REVENUE	703,670.00
Total Other Current Liabilities	<u>703,670.00</u>
Total Current Liabilities	<u>731,602.25</u>
Total Liabilities	731,602.25
Equity	
299.000 · Retained Earnings	520,080.41
Net Income	<u>931,320.89</u>
Total Equity	<u>1,451,401.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,183,003.55</u></u>

7/11/2023

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

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.002 · ESSA SEWER OPERATING MM	3,482,001.60
100.003 · ESSA SEWER CHECKING	55,554.21
100.004 · PEOPLE'S SECURITY CD	<u>51,347.00</u>
Total Checking/Savings	<u>3,588,902.81</u>
Other Current Assets	
120.100 · A/R Sewer Usage Charges	<u>-237,706.56</u>
Total Other Current Assets	<u>-237,706.56</u>
Total Current Assets	<u>3,351,196.25</u>
TOTAL ASSETS	<u><u>3,351,196.25</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	<u>108,520.86</u>
Total Accounts Payable	<u>108,520.86</u>
Total Current Liabilities	<u>108,520.86</u>
Total Liabilities	<u>108,520.86</u>
Equity	
299.000 · Fund Balance	4,164,122.96
299.999 · Prior Period Adjustment	-106,046.88
Net Income	<u>-815,400.69</u>
Total Equity	<u>3,242,675.39</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,351,196.25</u></u>

7/11/2023

SEWER CONSTRUCTION
BALANCE SHEET
as of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.106 · ESSA 3M Checking	25,108.32
100.109 · FKB MM 2021	1,076,509.99
100.112 · ESSA 3M Money Market	1,742,673.29
Total Checking/Savings	<u>2,844,291.59</u>
Total Current Assets	<u>2,844,291.59</u>
TOTAL ASSETS	<u><u>2,844,291.59</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	1,900.98
Total Accounts Payable	<u>1,900.98</u>
Total Current Liabilities	<u>1,900.98</u>
Total Liabilities	1,900.98
Equity	
299.000 · Fund Balance	1,495,840.57
Net Income	<u>1,346,550.04</u>
Total Equity	<u>2,842,390.61</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,844,291.59</u></u>

7/11/2023

ARPA FUND
Balance Sheet
As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100.001 - ARP FUNDS	<u>876,664.67</u>
Total Checking/Savings	<u>876,664.67</u>
Total Current Assets	<u>876,664.67</u>
TOTAL ASSETS	<u><u>876,664.67</u></u>
LIABILITIES & EQUITY	0.00

PUBLIC NOTICE

July 20, 2023

A draft sewage planning application and plan was prepared for the Great Wolf Employee Housing project in Pocono Township. The sewage planning application was prepared as directed by the PA Department of Environmental Protection.

Great Wolf of the Poconos, LLC is proposing to add a 53 room employee housing facility to the existing resort. An additional 15,300 gpd of sewage flow is projected to be conveyed to the regional Wastewater Treatment Plant (WWTP) owned and operated by Brodhead Creek Regional Authority (BCRA) via the Pocono Township Sewer Collection and Conveyance system. The project is within the current sewer service area in Pocono Township and a letter has been provided by BCRA certifying the WWTP has capacity to receive and treat the additional flow.

A 30-day review and comment period, starting on the date of publication of this notice, has been established for the public to comment on the proposed Great Wolf Employee Housing Sewage Planning Application.

Copies of the Document can be viewed at the Pocono Township Municipal Building at 112 Township Drive, Tannersville from 8:00 AM to 4:30 PM Monday through Friday. Written comments should be sent to the Township at the following address.

Pocono Township
112 Township Drive
Tannersville, PA 18372

A copy of written comments received and the responses to the comments will be included in the plan.

Pocono Township, PA
41.076472, -75.378592

2.51 mi

CCI – 182' – Self-Support
1 – RAD Center (AT&T)
41.11161, -75.39069

PA05322-B – 220' – Self-Support
3 – RAD Centers (T-Mobile/Sprint; AT&T; Verizon)
41.0704271, -75.4351886

2.98 mi

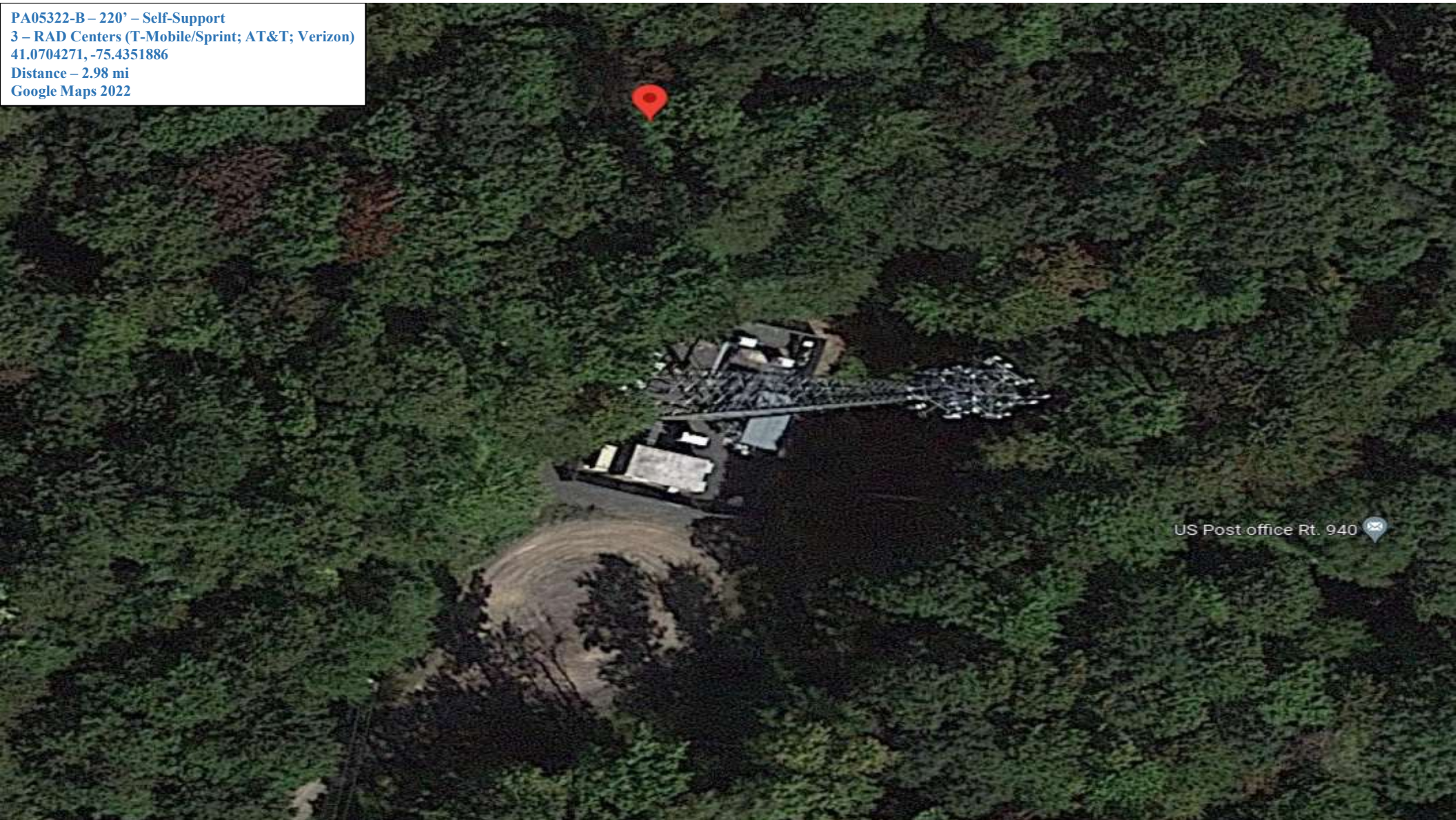
PA00107-A – 220' – Self-Support
3 – RAD Centers (AT&T, Verizon, T-Mobile/Sprint)
41.0447386, -75.3780882

2.18 mi

PA00107-A – 220' – Self-Support
3 – RAD Centers (AT&T, Verizon, T-Mobile/Sprint)
41.0447386, -75.3780882
Distance – 2.18 mi
Google Maps 2022



PA05322-B – 220' – Self-Support
3 – RAD Centers (T-Mobile/Sprint; AT&T; Verizon)
41.0704271, -75.4351886
Distance – 2.98 mi
Google Maps 2022



CCI – 182' – Self-Support
1 – RAD Center (AT&T)
41.11161,-75.39069
Distance – 2.51 mi
Google Maps 2022



 MOTOROLA SOLUTIONS		Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	Pocono Township Police Department (PA) Attention: Kent Werkheiser			Date:	07-05-23
Project Name:	2 Cam L5M System			Quote ID:	LVD-0027-01

2 Cam L5M system with Mounting brackets

Year 1 Licensing Included

Licensing Includes (Unlimited storage, Unlimited Retention, And All software updates)

Qty	Item #	Description
(1)	Mobile LPR SYS-1 CDM-2-55--L5M	Mobile LPR 2-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> Qty=2 25mm lens package VLP-5200 Processing Unit Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection Field installed GPS antenna <u>Software:</u> <ul style="list-style-type: none"> CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning / real time alerting Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$10,000.00
(2)	K-U-R-INTSUV-20-SET	LPR Camera Mounting Kit for Interceptor SUV Roof - 2020+ <ul style="list-style-type: none"> Roof Mount Single LPR Camera Mounting Bracket - One per camera
Subtotal Price (Excluding sales tax)		\$800.00
(1)	VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for up to 14 total camera units registered Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$1,050.00

Start up

Qty	Item #	Description
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Includes CDM/CDF Training Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$995.00
(1)	VS-SHP-01	Vigilant Shipping Charges - Mobile <ul style="list-style-type: none"> Applies to each Mobile LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$130.00
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,550.00

Quote Notes:

1. This Quote will expire in 90 Days from the date of the Quote.
2. All prices are quoted in USD and will remain firm and in effect for 90 days.
3. Returns or exchanges will incur a 15% restocking fee.
4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
5. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
6. All hardware components to have standard One (1) year hardware warranty.
7. All software to have standard one (1) year warranty for manufacturer defects.
8. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
9. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference.

Quoted by: Liam Dennehy - Inside Territory Sales - 925-398-2079 - Liam.Dennehy@motorolasolutions.com

Total Price	\$14,525.00 (Excluding sales tax)
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Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Contract Terms Acknowledgement. Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Vigilant's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.

2. Entire Agreement. This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties’ Agreement.

3. Disputes; Governing Law. Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Customer: _____

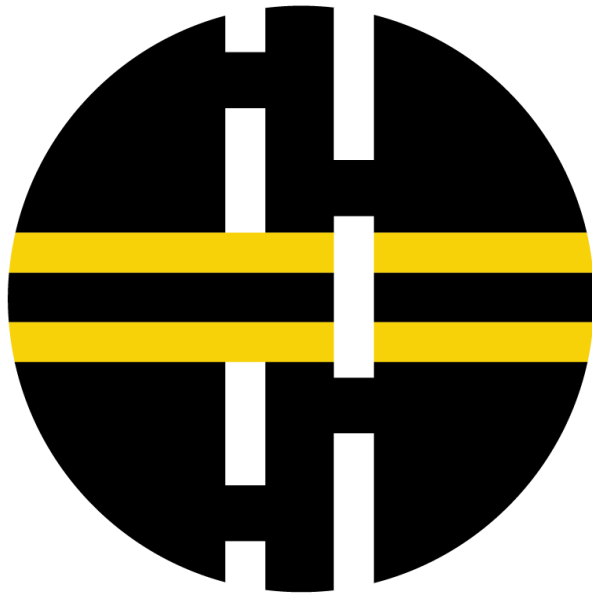
Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____



RoadBotics

by **Michelin**

Proposal

Prepared For: Pocono Township

By: Emily Peduto

Date: July 12, 2023

Valid Until: July 31, 2023

Introduction

RoadBotics, Inc. (RoadBotics) is pleased to offer its software as a service (SaaS) subscription in response to **Pocono Township** (Customer) – Pavement Condition Assessment and Data Reporting / Management. To RoadBotics' understanding, customer is looking to:

- *Collect **78** centerline miles of image data for the roads in **Pocono Township**.*
- *Generate a comprehensive pavement assessment for the **78** centerline miles of data collected.* The assessment shall be done based on automated analysis processes that offer Customer comprehensive, detailed and objective insights into the current pavement condition for all **78** centerline miles of Customer's maintained roads.
- *Provide the resulting pavement assessment data in a format that enables Customer to easily use it for pavement maintenance decisions and long-term pavement planning.* The data and tools provided will assist Customer in efforts to plan and budget for the appropriate pavement management approach.

RoadBotics is dedicated to providing road managers, government officials and other individuals tasked with managing and maintaining their pavement conditions with a comprehensive tool for evaluating their entire road network. Our technology is uniquely positioned to utilize advanced AI technology to automatically assess pavement conditions. This provides road managers with information necessary for planning, maintaining, communicating and making other road-related decisions.

Deliverables
RoadSense & RoadNav Data Collection Software
<p>RoadBotics will provide access to its proprietary data collection smartphone applications RoadSense and RoadNav:</p> <ul style="list-style-type: none">• <i>RoadSense Data Collection App:</i> RoadSense is RoadBotics' proprietary app for data collection. The current RoadSense version is optimized for Samsung devices. RoadSense enables government staff to collect the necessary 1080P high definition image data for RoadBotics pavement assessments. RoadSense users simply mount the smartphone in the windshield of any vehicle, facing forward looking out at the road surface. The driver then clicks the 'play' icon, which engages the RoadSense data collection functions in the app. The driver then drives about collecting data until the project is complete. RoadSense does not use cellular data when engaged in collection in the field and is only collecting forward facing image data. All data is stored on the local device during collection via a 100GB SD card. On average, a single day's worth of data collection will accumulate approximately 50-60GB of data per device. After the completion of data collection activities, the driver uploads the collected data to RoadBotics secure cloud. Upload can occur via wifi or ethernet connection.• <i>RoadNav Data Collection Navigation App:</i> RoadNav is RoadBotics turn-by-turn navigation app that offers government staff optimized driving routes for data collection. Routes provided by RoadNav ensures that any driver can quickly and efficiently collect all of the centerline miles of roads needed for a pavement assessment. RoadNav driving routes are broken up into daily projects to make data collection manageable and easy. A driver simply gets into the vehicle,

turns on RoadNav, selects the day's routes, and follows the turn-by-turn navigation prompts. While someone is driving and following the RoadNav routes, the RoadSense app is collecting image data for the pavement assessment. If a driver misses a roadway, RoadNav will provide a new collection route. In this way, RoadNav ensures that data collection is completed for 100% of a client's road network.

Pavement Assessment Unique Road Condition Assessment

Using the image data collected, RoadBotics will apply its proprietary machine learning analysis processes to generate the pavement assessment. This automated analysis process first involves selecting the highest quality image for every 10 feet (3 meters) of road length. The machine next scans each image, pixel-by-pixel, to determine the distress patterns present and automatically generates a 1 through 5 condition score (1 is a high quality road and 5 is very poor quality road). The 1 through 5 ratings are color coded (green to red) to maximize data visualization.

Each rated image is called a "Point Data". In the Point Data layer of the pavement assessment, the Customer will have access to a comprehensive image library for every 10 feet of its road network with corresponding pavement condition ratings for each Point Data image. Each Point Data also includes the closest street address to the image, longitude/latitude, the timestamp for when that image was captured, as well as the direction the vehicle was facing when the image was captured. Figures 1.a and 1.b below show Point Data examples:



Figure 1.a Example of color-coded Point Data

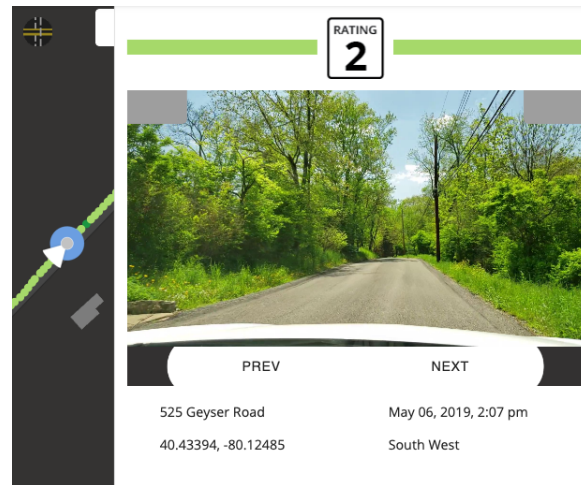


Figure 1.b Example of Point Data image and GPS coordinates

In addition to the Point Data layer, the pavement assessment includes the Segment layer, which shows the condition of the sections of the roadway. Segment ratings are generated by averaging all of the 1-5 Point Data ratings that appear along a particular segment's length. Segmentation is default based on intersection-to-intersection for our clients. Segment ratings are generated to two decimal points precision (e.g. 3.45), while Point Data ratings are always integer based (e.g 4). Figures 2.a and 2.b below show examples of the Segment Data. The Segment layer data is color-coded using the same green through red color scheme as the Point Data layer.



Figure 2.a Example of view of Segment data

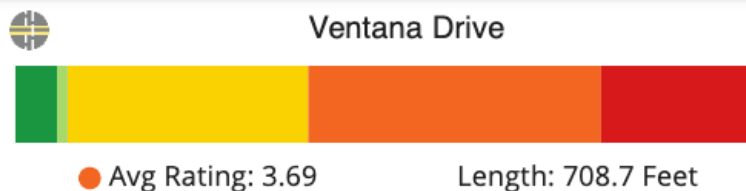


Figure 2.b Example of Point Data composition in a section of Segment data

RoadWay Platform Subscription

The comprehensive pavement assessment included in the RoadBotics Subscription consists of the Point Data and Segment Data described in the previous Pavement Condition Analysis section. The resulting pavement assessments will be provided to the Customer in three formats:

- **1-year Access to View the Pavement Assessment in RoadWay** - As part of the RoadBotics Subscription, Customer will receive 1-year access to view the pavement assessment on RoadBotics online-based data visualization platform RoadWay. RoadWay enables users to view their assessment data and use that data to influence pavement management decisions. From RoadWay, users can view both layers of their pavement: Point Data and Segment Data. Additionally, RoadWay has other built-in features to support the pavement management and planning needs of our clients. RoadWay features include:
 - Distance and area measurement tools to calculate road widths, areas, etc.
 - Screenshot and image capture tools to easily capture and export imagery from RoadWay for use in PowerPoint presentations and written reports.
 - A 'Virtual Tour' feature where users can take a 'virtual drive' down the road, viewing each 10-foot image as it appears along the roadway.
 - Four interchangeable basemaps to view the assessment (dark mode, light mode, satellite view and topographic view).
 - Address search bar that enables users to zoom to specific addresses for viewing Point Data and Segment data.

- Color blindness settings to ensure maximum use by County team members with varying color vision deficiencies.

Customer will receive unlimited user seats to access their pavement assessment on RoadWay. Each user will receive a secure password to access RoadWay. Users can then log-in and access the pavement assessment data, including the complete image library, anywhere a designated user has a wifi connection. Using RoadWay, users can prioritize road maintenance, easily pull-up and reference high definition up-to-date images of their entire road network and share with other stakeholders in the road administration process (i.e. residents, elected officials, consultants etc.).

- **A Shapefile of Point Data and Segment Data** - In addition to accessing the pavement assessment on RoadWay, the pavement assessment data will be provided to the customer via a shapefile. The shapefile allows users to import the data into an existing GIS system or pavement management/asset management platform (e.g ESRI ArcGIS).
- **A CSV File of the Segment Data** - The editable CSV file of the pavement assessment Segment Data can be used for additional pavement planning purposes.

RoadSide Support Complete Customer Support

RoadBotics will provide Customers with ongoing access to its Customer Success team. At their convenience and need, customers may schedule online meetings with CS Team to:

- Receive data collection training and support for any data collection issues
- Receive additional training in using RoadBotics software tools (e.g. RoadWay)
- Ask further questions about the pavement assessment data
- Troubleshoot any problems faced by users of RoadBotics tools
- Provide support to help import the pavement assessment data into any existing GIS system
- Access RoadBotics wide variety of partners and clients to learn about their use of their assessment data for pavement maintenance and planning

These value-added CX services are included with the RoadBotics Subscription. Please note, however, that RoadBotics cannot and does not directly provide pavement planning or engineering services.

Proposal Specifics		
Expiration Date	This Proposal is valid up to and until this date. After this date Roadbotics cannot guarantee the specifics below and may update the specifics at its sole discretion by issuing a new Proposal	07/31/2023
Network Mileage	The centerline mileage of the network to be assessed	78
Subscription Term	The amount of time from the signature date the Customer has to access the Roadway Platform and RoadSide support.	12 months
Number of Scans	The number of scans to be performed in the term of this agreement.	1 time(s)
Data Collection	The date upon which Customer will begin data collection of the network. Weather conditions may delay the data collection start date. Customer will contact RoadBotics if any such conditions arise.	TBD by Customer
Delivery Date	The date upon which RoadBotics will deliver RoadWay Platform credentials.	30 days after collection

Fees		
Roadway Subscription Fee	The fee paid to RoadBotics for the Assessment and subscription	\$5,850
	The annual fee paid to RoadBotics for the subscription to RoadWay each year	\$1,950
	Year 1 Total:	\$7,800
Payment Terms	Customer will be invoiced upon execution of this proposal in accordance to the payment terms in Section 4 of the Terms and Conditions Upon acceptance of this proposal	

POINT OF CONTACT

The RoadBotics point of contact for this Proposal will be:

Emily Peduto, Business Development Manager
Pittsburgh, PA
P: 412-849-6780
E: emily.peduto@roadbotics.com

ROADBOTICS, INC.

TERMS AND CONDITIONS

These terms and conditions, together with any Purchase Order and attachments hereto (the "Agreement") constitute a legally binding agreement between RoadBotics, Inc. ("RoadBotics") and the entity or person ordering or using the Services ("Customer") and governs the provisions and use of such Services.

In consideration of the promises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings given those terms as hereinafter set forth:
 - 1.1. "Agreement" shall have the meaning ascribed to that term in the first paragraph written above.
 - 1.2. "Available" means all of the Services are operational and accessible by Customer. The Services shall be deemed Available if Customer's inability to access the Services is due to Customer's mistake, negligence, or misconduct.
 - 1.3. "Customer" shall have the meaning ascribed to that term in the first paragraph written above.
 - 1.4. "Customer Data" means all text, images, and other electronic content or information submitted by Customer to the Services, as well as any processed data (including any AI-enabled data assessments generated as a result of the Services).
 - 1.5. "Documentation" means RoadBotics's then current Services documentation available at www.roadbotics.com (as such documentation may be updated by RoadBotics from time to time). Documentation may include minimum hardware, software and internet connection requirements for use of the Services (as may be updated by RoadBotics from time to time with notice to Customer).
 - 1.6. "Effective Date" shall be the date on which a Purchase Order is executed or successfully processed (submitted by Customer and accepted by RoadBotics) online.
 - 1.7. "Subscription Fee(s)" shall have the meaning ascribed to that term in Section 4 below.
 - 1.8. "Project(s)" means such projects as may be specified in a Purchase Order.
 - 1.9. "Purchase Order" means the ordering documents for Customer's purchases from RoadBotics that are executed or successfully processed (submitted by Customer and accepted by RoadBotics) online by the parties from time to time. Purchase Orders shall be deemed incorporated herein.
 - 1.10. "RoadBotics Data" means raw data (including video and metadata) stored or captured as part of the Services.
 - 1.11. "RoadBotics Products" means such RoadBotics software tools and platforms, including related Documentation, as are described in a Purchase Order.
 - 1.12. "Services" means the RoadBotics Products and services specified in a Purchase Order, including, without limitation, all corrections, updates, modifications, releases, versions, and enhancements to such software that may hereafter be generally released by RoadBotics.
 - 1.13. "Subscription Term" means the period of time during which Customer may use and access the Services beginning on the Effective Date and, continuing until such time as may be specified in a Purchase Order, or until terminated by either party. The Services

may automatically deactivate and become non-operational at the end of the Term, and Customer shall not be entitled to access the Services unless the Term is renewed.

2. License Rights; Restrictions.

- 2.1. Grant. Subject to the terms and conditions of this Agreement, RoadBotics hereby grants to Customer a non-exclusive, non-transferable license during the Term to access and use Services, any Documentation and, where applicable, download and install onto a mobile device RoadBotics Products for Customer's internal business purposes and the purpose of integrating the AI Assessments into Customer's products or services set forth in the applicable Purchase Order or as may be approved by RoadBotics solely for sale or distribution to a government agency, private company(ies) and non-profit end customers of Customer ("End Users") as needed to complete a Project. RoadBotics further grants to Customer a perpetual, non-exclusive, non-transferable license to use, analyze, and publish or display on its websites, any complimentary images or visualizations created by RoadBotics in conjunction with Customer Data.
- 2.2. Retained Rights and Additional License Restrictions. The license granted in Section 2.1 above is conditioned upon Customer's strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Customer shall not (i) permit any third party (excluding Customer's agents and contractors and End Users) to use the Services, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial time-sharing, or otherwise commercially exploit the Services; (b) Customer shall not create derivative works based on the Services or cause or permit others to; (c) Customer shall not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to; (d) Customer shall not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; (e) exceed (or permit a third party to exceed) the level of access specified in a Purchase Order, or access or use content, features or functionality in Services that are not authorized for Customer's use, and (f) Customer shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation. The foregoing provisions of this Section 2.2 are for the benefit of RoadBotics, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.
- 2.3. Reserved Rights. RoadBotics hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way RoadBotics's right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so.
- 2.4. RoadBotics Data. RoadBotics retains ownership rights to RoadBotics Data. Neither Customer, nor End Users, shall have access to RoadBotics Data while collecting or transmitting the RoadBotics Data. Customer shall not, and shall not allow its End Users to access the RoadBotics Data.
- 2.5. Customer Data. As between RoadBotics and Customer, Customer shall own all Customer Data, and Customer hereby grants to RoadBotics a perpetual, non-exclusive unlimited license to access, analyze, use internally, and publish or display on its own websites, any Customer Data that does not include personally identifiable information.
- 2.6. Unauthorized Use Notification. Customer shall immediately report to RoadBotics any unauthorized access of a login or unauthorized use of Services and shall be responsible for all activities occurring under each login granted to Customer, whether authorized or

not. Customer is solely responsible for complying with this Section and applicable copyright and other laws and shall not use, copy, modify, re-broadcast, distribute, perform or display content in any infringing or illegal manner.

3. Availability and Support Services. RoadBotics will (i) use commercially reasonable efforts to make the Services Available; and (ii) provide the support services, as described in the Vendor Solution Services available at www.roadbotics.com/contracts/support at no additional cost to Customer. Notwithstanding the foregoing, Customer shall make commercially reasonable efforts to resolve any support question before contacting RoadBotics. Customer shall maintain their own internal help desk in support of End Users and shall be responsible for providing all support for the Project and Services.
4. Subscription Fees; Payment Terms. Customer agrees to pay RoadBotics such Fee(s) in accordance with the amounts and dates specified on the applicable Purchase Order. Except as otherwise specified herein, Fees are based on Services purchased and consumed, and any payment obligations hereunder are non-cancelable and non-refundable. Any payment not received from Customer by the due date may accrue, at RoadBotics's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.
5. Term; Termination. This Agreement shall continue for the duration of the Term unless earlier terminated by either party in accordance with the terms of a Master Agreement or Purchase Order. Any termination of this Agreement shall cause all outstanding Services hereunder to terminate automatically.
 - 5.1. Customer Termination Rights. Customer may terminate this Agreement at any time upon prior written notice to RoadBotics, provided that Customer shall be responsible for payment of all Fees through the date of termination and no refunds shall be issued for any fees arising from section 4.
 - 5.2. RoadBotics Termination Rights. Without limiting any other remedies available to it, RoadBotics may immediately suspend access to the Services and/or terminate this Agreement (a) upon thirty (30) days' notice to Customer, (b) if Customer commits a material breach of this Agreement that is not cured within thirty (30) days from written notice to Customer (and within ten (10) days in the case of non-payment), or (c) RoadBotics reasonably determines that Customer's actions are likely to cause legal liability for RoadBotics or its suppliers or other customers.
 - 5.3. Effect of Termination. Promptly upon any termination of this Agreement, Customer shall return or destroy all copies and embodiments of RoadBotics Materials of any type in its possession. RoadBotics may retain and use all materials (including Customer Data) created in the course of providing the Subscription Services for any lawful purpose. The ownership, confidentiality, proprietary rights, indemnification, disclaimer, limitation of liability and miscellaneous provisions of this Agreement shall survive any termination, along with any other provisions hereof that, by their nature, are intended to survive.
6. Intellectual Property Rights.
 - 6.1. Generally. All right, title, and interest in and to the Services and Documentation, including, without limitation, all modifications, enhancements and intellectual property rights thereto shall belong solely to RoadBotics and/or its applicable suppliers, without Customer reserving or otherwise having any rights therein whatsoever.

- 6.2. Suggestions. RoadBotics shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Services.
7. Confidentiality and Proprietary Rights. Customer agrees to keep confidential and not to disclose to any third party, except as expressly permitted in this Agreement or with RoadBotics' prior written consent, information about RoadBotics Data, and all other non-public business or technical information relating to the Services (collectively, together with any modifications, improvements, updates and customizations thereof, which Customer acknowledges constitute RoadBotics' proprietary information and trade secrets ("RoadBotics Confidential Information"). RoadBotics Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to RoadBotics; (ii) was known to the Customer prior to its disclosure by RoadBotics without breach of any obligation owed to RoadBotics; (iii) was independently developed by Customer without breach of any obligation owed to RoadBotics; or (iv) is received from a third party without breach of any obligation owed to RoadBotics. Notwithstanding the foregoing, Customer may disclose RoadBotics Confidential Information if such information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental authority, provided that Customer must give RoadBotics prompt written notice and seek to obtain or allow for and reasonably cooperate with RoadBotics to seek to obtain a protective order prior to such disclosure. Title to the RoadBotics Confidential Information is at all times owned by RoadBotics, along with all trademarks, service marks and trade names used with the Services and all associated goodwill. RoadBotics may refer to Customer by name and logo as a customer in its promotional material, but otherwise shall not use Customer's trademarks or logos in any promotional material or public communication without Customer's prior written approval (except as required by law). All rights relating to intellectual property which are not expressly granted to the other party in this Agreement are reserved.
8. Security.
- 8.1. RoadBotics Security. Customer acknowledges that Services will be hosted and delivered from a data center operated by Google or another provider which is subject to industry-standard external auditing. (The audit certifications maintained by RoadBotics' current data center are available at <https://cloud.google.com/terms/data-processing-terms>.) Such data center will maintain a written information security program incorporating reasonable administrative, physical and technical safeguards, and compliant with all applicable privacy and data security laws and regulations, to protect the security and integrity of Services.
- 8.2. Customer Security. Customer shall maintain commercially reasonable security procedures for the transmission of Customer Data to Services. Customer shall notify RoadBotics promptly of any suspected security breach regarding its transmissions to or from the Services. Customer shall not (a) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services or belonging to or used or leased by any other customer of RoadBotics or any third party that is hosting or interfacing with any part of the Services; or (b) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the

Services or the operations or assets of any other customer of RoadBotics or any third party.

- 8.3. **Suspension of Access.** If RoadBotics believes there is a risk that may interfere with the proper continued provision of the Services, it may immediately suspend, filter, block access to or take other appropriate action, including mitigation of risk, to protect the integrity of the Services. If RoadBotics makes a commercially reasonable determination that Customer or any End User is misusing the Services by bypassing or attempting to bypass any security features, launching denial of service attacks, disabling security devices, using any malware or otherwise gaining or attempting to gain unauthorized access to the Services, reverse engineering any component of the Services or is or may be engaged in illegal activity, then RoadBotics may suspend or permanently terminate the misusing entity's access to the Services without penalty.
9. **Disclaimers and Limitations of Liability.** THE SERVICES ARE PROVIDED "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, ACCURACY, TIMELINESS AND ERROR-FREE OR UNINTERRUPTED OPERATION. IN NO EVENT WILL ROADBOTICS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE OR DATA, IN CONNECTION WITH THE SERVICES, EVEN IF ROADBOTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ROADBOTICS' ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIM OR ACTION (OR SERIES OF CLAIMS OR ACTIONS) RELATING TO THE SERVICES (WHETHER IN NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION), SHALL BE DIRECT DAMAGES NOT TO EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CUSTOMER TO ROADBOTICS UNDER ANY SERVICES TO WHICH THE CLAIM OR ACTION RELATES IN THE TWELVE (12) MONTH PERIOD PRECEDING SUCH CLAIM OR ACTION.
10. **Indemnity.** Customer shall indemnify, defend and hold harmless RoadBotics, its affiliates, and their respective officers, directors, shareholders, members, managers, employees and agents from all losses and expenses (including reasonable attorneys' fees) related to any third-party claim, action or allegation that arises from Customer's breach of this Agreement or use of the Services.
11. **Miscellaneous.** This Agreement is the complete and entire agreement between the parties and supersedes all prior and contemporaneous agreements and communications with respect to the subject matter hereof. Except as expressly provided herein, this Agreement may not be modified except in a writing executed by both parties. Notices under this Agreement shall be in writing and sent either through recognized overnight courier, via first-class mail or by electronic communication, return receipt requested, to the party at the address provided in the latest Subscription Services or otherwise provided via notice; notices are effective upon receipt. This Agreement shall be construed in accordance with, and all disputes shall be governed by, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws rules thereof. Exclusive jurisdiction and venue for the adjudication of any disputes relating to this Agreement shall be in the state and federal courts (including the appellate courts) located in Allegheny County, Pennsylvania, and the parties hereby consent to the jurisdiction and venue of such

courts. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that RoadBotics may, without consent, utilize subcontractors to perform its obligations under this Agreement and assign this Agreement to (i) an affiliate or (ii) a successor in connection with a merger or a sale of substantially all its assets.

BEARD LAW COMPANY

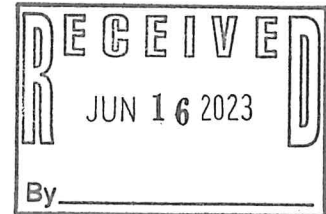
101 North Allegheny Street
Bellefonte, PA 16823
ph. 814-548-0028 fax 814-548-0030
www.beardlawco.com

RODNEY A. BEARD
rod@beardlawco.com

June 14, 2023

Via UPS

Pocono Township
Attention: Zoning Officer
112 Township Drive
Tannersville, PA 18372



Re: Application of SBA Towers X, LLC for a Communications Tower
as a Special Exception

Dear Pocono Township Zoning Officer:

Enclosed on behalf of SBA Towers X, LLC, please find the following documents:

1. Agent of Record Letter authorizing me to serve as the Agent of Record in this Application;
2. Check No. 6261 in the amount of \$1,000 payable to Pocono Township as the fee for the Special Exception Application;
3. Application for Public Hearing; and
4. Narrative in support of the Application for Special Exception Use/Public Hearing, with exhibits.

Also, in accordance with your requirements, I am enclosing sixteen (16) copies of the above items with this correspondence.

Kindly process this Special Exception Application, and notify me as soon as possible of the hearing date on the Special Exception.

Please let me know of any questions or if you need any additional information. Thank you for your assistance.

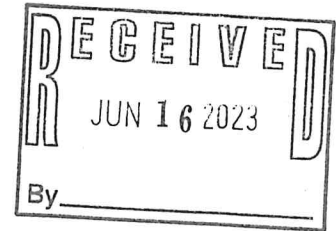
Very truly yours,

A handwritten signature in black ink, appearing to be "Rodney A. Beard", written over a horizontal line.

Rodney A. Beard

RAB/nld
Enclosures
c: SBA Communications

AGENT OF RECORD LETTER



I, **Larry Harris, as Senior Vice President, US Business Development • Asset Development for SBA Towers X, LLC, a Delaware limited liability company** ("SBA") have the authority to execute this document. SBA leases the property located in the Pocono Township, Monroe County, PA; identified by STRAP: #12.16.1.24; and hereby designate and appoint the Beard Law Company and / or Rod Beard, 101 N. Allegheny Street, Bellefonte, PA - 16823, Phone 814-548-0028, Facsimile 814-548-0030, Email (s) rod@beardlawco.com; nikki@beardlawco.com, as my Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in association with the development of a communication facility on the aforementioned property.

My Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. My Agent of Record has the authority to execute documents relating to any of the above-described processes on my behalf.



Signature

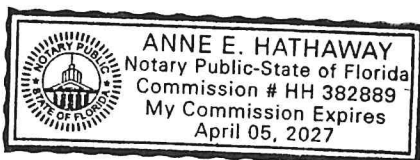
Larry Harris
Senior Vice President, US Business Development • Asset Development

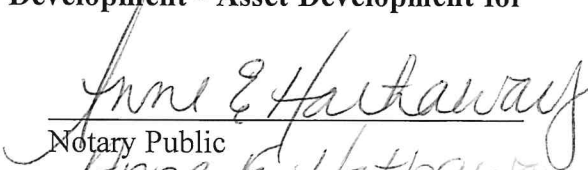
5-16-23

Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of May, 2023, by **Larry Harris, as Senior Vice President, US Business Development • Asset Development for SBA Towers X, LLC**, who is personally known to me.





Notary Public
Anne E. Hathaway

Printed Name of Notary

SBA New Builds, LLC

To: POCONO TOWNSHIP

201077

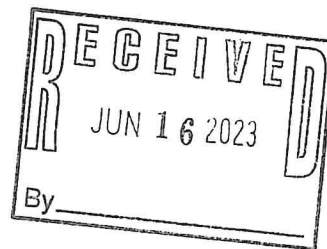
Check Number:

0006261

Date:

04/18/2023

Invoice Number	Invoice Date	Description	Gross Amount	Taxes Withheld	Net Amount
PRSP04172305	04/18/2023	PA21900-S - Zon. App. Fee	\$ 1,000.00	\$ 0.00	\$ 1,000.00



\$ 1,000.00

\$ 0.00

\$ 1,000.00

SBA New Builds, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
(800) 487-7483

Wells Fargo Bank

121000248

0006261

201077

DATE

AMOUNT

04/18/2023

\$ 1,000.00

Void After 120 Days

One Thousand Dollars And 00 Cents

Pay to the Order of:

POCONO TOWNSHIP

112 TOWNSHIP DRIVE

TANNERSVILLE, PA 18372

Brian Lagarias

⑈0006261⑈ ⑆121000248⑆ ⑆27065647⑈



Pocono Township
112 Township Drive
Tannersville, PA 18372
P: 570-629-1922 F: 570-629-7325

Must submit original plus
16 copies of Application, Plans, &
Supporting Documentation

APPLICATION FOR PUBLIC HEARING

APPLICANT NAME: SBA Towers X, LLC

Mailing Address: 8051 Congress Avenue, Boca Raton, FL 33487-1307

Phone Number: (561) 226-9519

Email: JMahlmeister@sbsite.com

PROPERTY OWNER NAME: Donald Beaty and Norma Beaty

Mailing Address: 21 Vista Place, Red Bank, NJ 07701

Phone Number: _____

ATTORNEY (if represented): Rodney A. Beard, Esquire

Mailing Address: 101 N Allegheny Street, Bellefonte, PA 16823

Phone Number: (814) 548-0028

Email: rod@beardlawco.com

If Applicant is not the Property Owner, state Applicant's authority to submit this application: _____

Option and Land Lease dated February 6, 2023

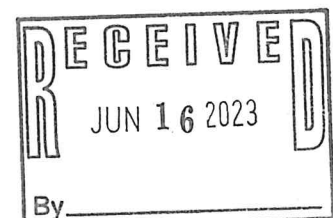
ADDRESS OF SUBJECT PROPERTY: 1124 Sky View Drive, Scotrun, PA 18355

PARCEL ID NO.: 12-16-1-24 ZONING CLASSIFICATION: R-1 Low Density Residential District

PRESENT USE OF PROPERTY: Woodland

APPLICATION MUST INCLUDE:

- ✓ PROOF OF OWNERSHIP or PROOF OF AUTHORITY FROM OWNER TO SUBMIT APPLICATION
- ✓ SITE PLAN OF PROPERTY - SITE PLAN MUST BE DRAWN TO SCALE, INDICATING LOCATION AND SIZE OF IMPROVEMENTS, BOTH PROPOSED AND EXISTING, RELATION TO EXISTING STREETS OR ROADS, BUILDINGS, ETC.
- ✓ DOCUMENTATION IN SUPPORT OF THE APPLICATION
- ✓ REQUIRED FEE (see Township fee schedule)



THE APPLICANT HEREBY REQUESTS A PUBLIC HEARING BEFORE:

The Zoning Hearing Board (check all that apply):

- ☐ Appeal from a determination of a Municipal Official (complete section 1 only)
- ☒ Request for a Special Exception (complete section 2 only)
- ☐ Request for a Variance (complete section 3 only)
- ☐ Validity challenge to a land use ordinance (complete section 4 only)

The Board of Commissioners (choose one):

- ☐ Request for a Conditional Use (complete section 5 only)
- ☐ Appeal involving TDU Licensing Ordinance (complete section 6 only)

The UCC Board of Appeals:

- ☐ Appeal to UCC Board of Appeals (complete section 7 only)

1. Appeal of a determination of a Municipal Official:

- a. The Municipal Official who made the determination from which this appeal is taken is:

☐ Zoning Officer ☐ Municipal Engineer

- b. Type of determination:

☐ Zoning Ordinance ☐ Preliminary Opinion

☐ Floodplain Ordinance ☐ Transfer of Development Rights

☐ Stormwater Management ☐ Other (explain): _____

- c. Attach a complete copy of the determination in question.

d. Describe why you believe the determination is erroneous: _____

2. Request for a Special Exception:

- a. Type of use for which a Special Exception is requested: Communication Tower
- b. The requested Special Exception is authorized by Chapter(s) Sections 470-17(B)(3)
- Section(s) _____ of the Pocono Township Code of Ordinances.

3. Request for a Variance:

- a. Type of Variance sought: _____ dimensional variance _____ use variance
- b. List the Section(s) of the Pocono Township Zoning Ordinance from which the Variance(s) is/are requested: _____
- c. Describe the unnecessary hardship created by unique conditions of the property that justify the Variance: _____

- d. Extent of Variance requested (*e.g., Ordinance requires X, Applicant requests Y*): _____

4. Validity challenge to a land use ordinance:

- a. Ordinance(s) challenged: _____
- b. Describe in detail the nature of the challenge (attach additional pages if necessary): _____

5. Request for a Conditional Use:

- a. Type of use for which a Conditional Use is requested: _____
- b. The requested Conditional Use is authorized by Chapter(s) _____
Section(s) _____ of the Pocono Township Code of Ordinances.

6. Appeal involving TDU Licensing Ordinance:

- a. This appeal is from the Zoning Officer's or Code Officer's determination:
_____ to deny an application for a new TDU License
_____ to deny an application to renew a TDU License. Prior TDU License No. _____
_____ to revoke a TDU License. Prior License No. _____
_____ appeal from violation of TDU Ordinance/License
- b. Attach a complete copy of the determination in question.
- c. Detailed reason or basis for the appeal: _____

- d. Relief sought: _____

7. UCC Board of Appeals:

a. What type of relief are you requesting?

_____ a variance

_____ an extension of time

_____ appeal of BCO's
decision (attach a copy)

b. For an appeal of BCO's decision, which factor below best describes your contention:

_____ the true intent of the Act or Code was incorrectly interpreted

_____ the provisions of the Act do not apply

_____ an equivalent form of construction is to be used

c. For an appeal of BCO's decision, attach a complete copy of the decision in question.

d. State the specific section(s) of the Act or Code from which relief is being sought.

Acknowledgement and Certification

The Applicant acknowledges that all material and information submitted with this application will become the property of Pocono Township and will not be returned except as provided by the Pocono Township Code of Ordinances or by applicable law. The Applicant further agrees to reimburse Pocono Township for all costs incurred by the Township in processing this Application (including, but not limited to, filing fees and hearing costs) to the extent that the costs exceed the filing fee.

The Applicant hereby certifies that all information, data, and statements submitted on or with this Application are true and correct to the best of the Applicant's knowledge and belief.

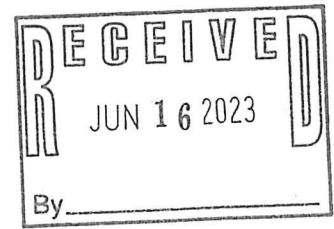


SIGNATURE OF APPLICANT

Rodney A Beard
Agent of Record

6-14-23

DATE



**APPLICATION OF SBA TOWERS X, LLC,
FOR A COMMUNICATIONS TOWER
AS A
SPECIAL EXCEPTION
TO BE LOCATED AT 1124 SKYVIEW DRIVE, SCOTRUN,
PENNSYLVANIA,
POCONO TOWNSHIP, MONROE COUNTY**

SBA Towers X, LLC
8051 Progress Avenue
Boca Raton, FL 33487

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EXHIBIT LIST

- A. Architectural Drawings and Surveying Report;
- B. Form of Letter of Intent to allow other users;
- C. FAA-1A Survey Certification;
- D. Site Specific Obstruction Evaluation Report;
- E. Option and Lease Agreement;
- F. FCC License;
- G. Form of letter to remove upon cessation of use;
- H. Letter allowing Pocono Township and other governmental agencies to utilize tower in event of emergencies;
- I. RF Coverage Analysis;
- J. List of adjacent property owners; and
- K. Phase One Environmental Site Assessment.

NARRATIVE IN SUPPORT OF SPECIAL EXCEPTION APPLICATION FOR COMMUNICATIONS TOWER

SBA Towers X, LLC, ("SBA") proposes to construct a 150' monopole communications tower on property owned by Donald and Norma Beaty in Pocono Township, Monroe County, Pennsylvania.

The address of the subject property is 1124 Sky View Drive, Scotrun, PA 18355.

The subject parcel consists of approximately 51.768 acres.

The property is located within the R-1 Low Density Residential Zoning District of the Township.

The purpose of the communications tower is to provide and improve the quality of telecommunications services to the residents and travelers within Pocono Township.

SBA Towers X, LLC, has entered into an Option and Lease Agreement with the property owners to lease a 100 x 100 lot area, for a total of 10,000 square feet. The monopole communications tower will be located in the center of the 100 x 100 lot area.

The latitude and longitude of the proposed 150' monopole tower are:

1. Latitude: N 41° 4' 35.30"
2. Longitude: W 75° 22' 42.93"

The ground elevation at this location is 1768.50 feet AMSL. The overall structure height will be 1918.50 feet AMSL.

ZONING ORDINANCE

Section 470-17(B)(3)(a) of the Pocono Township Zoning Code allows Communication Towers as Special Exception Uses within the R-1 Low Density Residential District of Pocono Township.

ZONING ORDINANCE CRITERIA

The criteria applicable to Communication Towers are set forth in Section 470-52 of the Pocono Township Zoning Ordinance.

Section 470-52 (A) (1):

The Zoning Ordinance requires the following items:

- a) A report from a qualified and licensed professional engineer which describes the communication tower height and design, including across section and elevation;
- b) Documents the height above grade for all potential mounting positions for co-located antennas and the minimum separation distance between antennas;
- c) Describe the communications tower's capacity, including number and type of antennas that it can accommodate;
- d) Documents what steps the applicant will take to avoid interference with established public safety telecommunications; and
- e) An engineer's license/registration number and seal.

Attached with this Narrative, as Exhibit A, please find the report and survey issued by the following entities:

1. Architectural – Engineering firm: Airosmith Engineering, 318 West Avenue, Saratoga Springs, New York, 12866; and

2. Surveying Firm: Northeast Tower Surveying, Inc., 140 West Maplemere Road,
Williamsville, New York, 14221.

Section 470-52 (A) (2):

The Zoning Ordinance also requires that a Letter of Intent committing the communication tower owner and his, her, or its successors to allow the shared use of the communication tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use.

Attached hereto as Exhibit B please find the form of Letter of Intent to be issued by SBA Towers X, LLC, meeting this requirement.

Section 470-52 (A) (3):

The Zoning Ordinance also requires that, before issuance of the Zoning/Building Permit, the following supplemental information shall be submitted:

- a) A copy of the FAA's response to the submitted Notice of Proposed Construction or Alteration (FAA Form 7460-1) shall be submitted to the Pocono Township Zoning Officer.
- b) Proof of compliance with applicable Federal Communication Commission regulations. Attached hereto as Exhibit C, please find the FAA-1A Survey Certification issued by Northeast Towers Survey, Inc. In addition, attached hereto as Exhibit D please find the Site-Specific Obstruction Evaluation Report showing that, due to the location and proposed height of the 150' monopole tower, the FAA Notice of Proposed Construction is not required.

Section 470-52 (A) (4):

- c) The Zoning Ordinance also requires one copy of typical specifications for the proposed structures and antenna, including description of design characteristics and material.

Please see the attached Exhibit A providing this information.

Section 470-52 (A) (5):

- d) The Zoning Ordinance also requires a site plan drawn to scale showing property boundaries, power location, communication tower height, guy wires and anchors, existing structures, elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan and existing land uses on adjacent property.

This information is also included in Exhibit A.

Section 470-52 (A) (6):

- e) The Zoning Ordinance also requires the name and address of the owners of all antenna and equipment to be located at the site as of the date of the application: The following information is provided:

T-Mobile Resources, LLC,
c/o Corporation Service Company,
Dauphin County, PA

Section 470-52 (A) (7):

- f) The Zoning Ordinance also requires written authorization from the site owner for the application, as well as a copy of any written agreement or other documentation pursuant to which the applicant has obtained the right to use the proposed site;

The appropriately redacted Option and Lease Agreement between the owner of the property and SBA Towers X, LLC, is attached hereto, marked Exhibit E.

Section 470-52 (A) (8):

- g) The Zoning Ordinance also requires a copy of valid FCC license for the proposed activity;

The FCC license for the proposed activity is attached as Exhibit F.

Section 470-52 (A) (9):

- h) The Zoning Ordinance also requires a written agreement to remove the communication tower within 180 days of cessation of use, and a removal bond.

Please see the attached form of letter to be submitted by SBA Towers X, LLC, along with the Tower/Structure Removal Bond, as Exhibit G.

- i) The Zoning Ordinance also requires that the applicant shall provide a financial security bond with the Township as payee in an amount approved by the Board of Commissioners, but not less than \$50,000, from a company and in a form and content acceptable to the Board of Commissioners to ensure the removal of the proposed communication tower and related cabinets, facilities and improvements within 180 days of the expiration of the license or lease and or cessation of the use. The ordinance requires that this bond be provided by the applicant prior to issuance of a zoning permit. See attached Exhibit G.

Section 470-52 (A) (10):

- j) The applicant must establish that the proposed antenna and equipment could not be placed on a preexisting facility under the control of the applicant and function under regulatory and design requirements without a reasonable modification.

The area where the proposed 150' monopole communication tower is to be located does not have any facilities in close proximity upon which the antennas could be co-located.

Section 470-52 (A) (11):

- k) The Zoning Ordinance also requires the applicant provide a letter of intent committing the communication tower owner and the common carriers utilizing the communication

tower to allow Pocono Township and any other governmental agency to utilize the communication tower in the case of an emergency, upon reasonable terms and conditions. Please see the attached form of letter to be issued by SBA Towers X, LLC, satisfying this requirement attached as Exhibit H.

Section 470-52 (B) (1):

- l) In regard to co-location requirements, the Zoning Ordinance specifies that the Board of Commissioners must find that the communications equipment planned for the proposed communications tower cannot be accommodated on an existing or approved communication tower within Pocono Township or within a one-mile search radius of the proposed tower.

There are no existing facilities within a one-mile radius upon which the planned equipment can be located.

Please see Exhibit I, providing RF coverage analysis for the proposed site.

Section 470-52 (B) (2):

Also, the Zoning Ordinance requires that the proposed communications tower be designed to accommodate future users and rearrangement of antennas. The attached Exhibit A shows that the proposed communications tower satisfies these requirements.

Section 470-52 (C) (1):

- m) The design requirements specified in the Zoning Ordinance require that the communication tower and antennas be designed to blend into the surrounding environment.

The proposed monopole communication tower will blend into the existing environment.

Section 470-52 (C) (2):

- n) The communication tower shall not be illuminated by artificial means and shall not display and strobe lights. No illumination or lighting is planned for the proposed monopole tower.

Section 470-52 (C) (3):

- o) All utility buildings and structures accessory to the communication tower shall be designed to blend in with surrounding environment and shall be screened from view by suitable vegetation. The existing woodland vegetation provides screening.

Section 470-52 (C) (4):

- p) There shall be no signage at the communication tower. No signage is planned for the proposed monopole communications tower, other than required safety signage.

Section 470-52 (D):

- q) The Zoning Ordinance also addresses potential interference with public safety telecommunications.

Please see the attached Exhibit I, RF coverage analysis report, approved by a certified radiofrequency engineer, showing that the existing and proposed transmissions shall not cause any interference problems.

Section 470-52 (F):

- r) Setbacks. The Zoning Ordinance requires that the base of the communications tower be set back from any adjacent properties or lot lines a distance of at least 100% of the antenna height. The location of the proposed monopole communication tower is set back from any adjoining properties or lot lines at least 100% of the antenna height. See

Exhibit A.

Section 470-52 (G):

- s) Minimum lot area. The Zoning Ordinance requires a minimum lot area of 5 acres. The subject parcel is 51 acres.

Section 470-52 (H):

- t) Antenna height. The Zoning Ordinance limits maximum antenna height to 150 feet. The antenna height of the proposed monopole communications tower shall not exceed 150' as specified in the Zoning Ordinance.

Section 470-52 (I):

- u) Fencing. The Zoning Ordinance requires fencing of at least eight feet in height. A security fence and gate of not less than 8' in height shall completely enclose the communications tower and related equipment.

In compliance with Section 470-37(A)(3)(b) of the Zoning Ordinance, pertaining to requirements for Special Exceptions, attached hereto as Exhibit J is a listing of all adjacent property owners to the subject parcel.

Although not required by the Zoning Ordinance, the Applicant submits for the Zoning Hearing Board's information the attached Exhibit H – Phase I Environmental Site Assessment Report prepared by Terracon Consultants, Inc.

SBA TOWERS X, LLC

SPECIAL EXCEPTION APPLICATION FOR 150'
MONOPOLE COMMUNICATIONS TOWER

EXHIBIT LIST

- A. Architectural Drawings and Surveying Report;
- B. Form of Letter of Intent to allow other users;
- C. FAA-1A Survey Certification;
- D. Site Specific Obstruction Evaluation Report;
- E. Option and Lease Agreement;
- F. FCC License;
- G. Form of letter to remove upon cessation of use;
- H. Letter allowing Pocono Township and other governmental agencies to utilize tower in event of emergencies;
- I. RF Coverage Analysis;
- J. List of adjacent property owners; and
- K. Phase One Environmental Site Assessment.