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A PROFESSIONAL CORPORATION

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ANDREW HOURIGAN, JR.
1948-1978

* ALSO MEMBER NY BAR
** ALSO MEMBER NJ BAR

ARTHUR L. PICCONE
1958-2019

RECEIVED ON

FEB 23 2023

SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

SUITE THREE HUNDRED
484 LACKAWANNA AVENUE
SCRANTON, PA 18503-2014
(570) 346-8414
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February 13, 2023

VIA OVERNIGHT DELIVERY

Smithfield Township Board of Supervisors
Smithfield Township Planning Commission
Smithfield Township
1155 Red Fox Road
East Stroudsburg, PA 18301

RE: Verizon Wireless – Magick Cauldron
Final Land Development Plan
Smithfield Township, Monroe County, Pennsylvania
Verizon Wireless – Magick Cauldron Site
Our File No.: F0208-1174

Dear Supervisors and Commissioners:

As you may recall, I represent Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless (“Verizon Wireless”) with respect to the above-referenced matter. In that regard, on September 10, 2020, Verizon Wireless executed an Agreement for Conditional Plan Approval in connection with the above-referenced project. The formal conditional approval of the plan was thereafter referenced in a letter dated October 17, 2020, from Ronold J. Karasek, Esquire. For your convenience, copies of the Agreement for Conditional Plan Approval and October 17, 2020, letter are enclosed herewith.

One of the items noted in the Agreement for Conditional Plan Approval was, “[c]ompliance with all conditions set forth in Township Engineer’s letter of September 9, 2020.” For your convenience, I also have enclosed a copy of the September 9, 2020, engineering review.

In accordance with the requirement of compliance with the September 9, 2020, engineering review, I am enclosing herewith ten (10) copies of Verizon Wireless’s Final Land Development Plan. The enclosed plan addresses the remaining issues noted in the September 9, 2020, engineering review.

I am also enclosing herewith, ten (10) copies of a proposed Tower Removal Agreement.

Smithfield Township Board of Supervisors
Smithfield Township Planning Commission
Smithfield Township
February 13, 2023
Page 2

When you have the opportunity, please review the enclosed plans and thereafter confirm whether all of the outstanding items noted in the September 9, 2020, review letter have been addressed. In addition, please confirm that the proposed Tower Removal Agreement is acceptable.

Once the Township has confirmed that the enclosed plans and agreement are acceptable, we will proceed to have them signed and notarized in accordance with the conditional plan approval.

Thank you, in advance, for your assistance and consideration in this matter. Upon your review of this letter, please feel free to contact me should you have any questions or should you require additional information and/or documentation.

Very truly yours,



Richard M. Williams

RMW:sh

cc: Sue Manchel (via email)
Matthew Graubart (via email)

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SMITHFIELD TOWNSHIP - BOARD OF SUPERVISORS
1155 RED FOX ROAD, EAST STROUDSBURG, PA 18301 FEB 23 2023

AGREEMENT FOR CONDITIONAL PLAN APPROVAL

Plan Name: Verizon Wireless - Magick Coulter - L.D. Plan SMITHFIELD TOWNSHIP
Date: 09-10-2020 MONROE COUNTY, PA

I, the undersigned, as the Applicant/Landowner/Developer of the above entitled plan hereby agree to accept and agree to perform each and every condition set forth below as an inducement for the Smithfield Township Board of Supervisors granting me a conditional plan approval as permitted by the Smithfield Township-SALDO Section 604,D,(5),(6); 704,C,1,(d),(e) and 804,C,(1),(e) and/or the Pennsylvania Municipalities Planning Code Section, 53 P.S. Section 10503(9) and 10508(4)(ii) and/or other applicable law. It is agreed and understood that all Plan Notes and Covenants and Easements, Planning Professional Correspondence and Supporting Documents are part and parcel of this approval. (This list is illustrative and not exhaustive.) Further, it is agreed and understood that the method and manner of communicating the approval decision is waived by the Applicant and it is agreed and understood that all conditions must be completed in full before the Board of Supervisors will sign the plan/plat and before the plan/plat can be duly recorded.

The conditions are as follows:

	To Be Done	Date Done
Planning Module approval or exemption	_____	_____
Written certification from Smithfield Township Sewer (or other) Authority <u>re</u> ability to hook-up and available capacity	_____	_____
Written certification from Brodhead Creek Regional (or other) Authority <u>re</u> ability to hook-up and available capacity	_____	_____
Monroe County Planning Commission Review and/or Approval	_____	_____
Monroe County Conservation District Review and/or Approval	_____	_____
Soil Erosion and Sedimentation Plan	_____	_____
Other Stormwater Management plans (i.e. Plot and Grading Plan, Drainage Covenant)	_____	_____
PennDOT Highway Permit or Township Driveway Permit	_____	_____
Other Permits (i.e. NPDES, MCCD General Permit 4 _____)	_____	_____
Compliance with all conditions set forth in Township Engineer's (or Alternate Engineer's) letter of <u>September 9, 2020</u>	✓	_____
Deed of Dedication for Streets acceptable to Township Engineer (or Alternate Engineer) and Township Solicitor	_____	_____
Unification and Merger Deed	_____	_____
Grant of Easement for Right-of-Way along _____ acceptable to Township Engineer (or Alternate Engineer) and Township Solicitor	_____	_____
Misc. Agreements (<u>Tower Removal Agreement</u>)	✓	_____
Improvements Agreement with security acceptable to Township Engineer (or Alternate Engineer) and Township Solicitor	_____	_____
Maintenance Agreement with security acceptable to Township Engineer (or Alternate Engineer) and Township Solicitor	_____	_____
Park, Recreation and Open Space (Dedication) or (Fees-in-Lieu) _____	_____	_____
Monuments, pins and/or markers to be set in the field and certified, in writing, by Applicant's Engineer	✓	_____
SALDO Waivers (if any) to be noted on the plan	✓	_____
PRD or Other Conditions: <u>Conditional Use Approval by Township Board of Supervisors re Magick Coulter</u>	_____	_____
Signature of Plan	✓	_____
Notarization of Plan	✓	_____

All conditions to be completed by: _____

If the above conditions are not timely met, I acknowledge and agree that the plan will be automatically rejected and the conditional approval automatically rescinded.

Thomas Attorney At Law - T
Applicant/Landowner/Developer or Authorized Agent

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FEB 23 2023



KARASEK LAW OFFICES, LLC
641 MARKET STREET
BANGOR, NORTHAMPTON COUNTY,
PENNSYLVANIA 18013
TELEPHONE (610) 588-0224
TELEFAX (610) 588-2088



SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

Ronold J. Karasek, Esquire

October 17, 2020

Northeast Pennsylvania SMSA ,LP, dba
Verizon Wireless-Magick Cauldron
c/o Richard M. Williams, Esquire
HOURIGAN, KLUGER & QUINN
600 Third Avenue
Kingston, PA 18704-5815

RE: My Client : Smithfield Township
Applicant : Northeast Pennsylvania SMSA ,LP dba
Verizon Wireless-Magick Cauldron
Plan : Land Development Plan
Subject : Conditional Preliminary/Final Plan Approval

Dear Ladies or Gentlemen:

While your Planning Professional was earlier provided with a copy of a signed Agreement for Conditional Plan Approval form, this is correspondence to further confirm that the above plan was granted conditional preliminary/final plan approval at a duly advertised public meeting of the Smithfield Township Board of Supervisors held on October 14, 2020.

The official action that was taken was as follows:

- The Board granted conditional preliminary and final approval based upon the aforesaid Agreement for Conditional Plan Approval form signed by your authorized agent (Richard M. Williams, Esquire) on September 10, 2020. A copy of this form is also enclosed in this letter; and, this form (and the information contained therein) is made part and parcel of the approval.

Of course, any Plan Notes, General Notes, Covenants (or otherwise) as found on latest revised Zoning and/or Land Development Plan for Magick Cauldron (along with your and Planning Professional correspondence and supporting documents) are also part and parcel of this conditional plan approval.

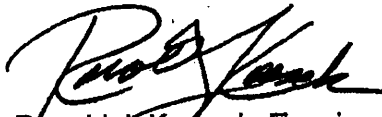
Verizon Wireless
Page Two (2)
October 17, 2020

All of these conditions were acceptable by you and/or your duly designated and Authorized Agent as evidenced by the signature to the conditional approval form. Further, it was agreed and understood that all conditions must be completed in full before the Township will sign the plan/plat and before the plan/plat can be duly recorded. If all conditions are not timely met, you acknowledge and agree that the plan will be automatically rejected and the conditional approval automatically rescinded.

In closing, you, your Planning Professional and/or your Attorney are free to contact me if there are any questions. Thank you.

Very truly yours,

KARASEK LAW OFFICES, LLC



Ronald J. Karasek, Esquire
Solicitor to Smithfield Township

RJK/kik
Enclosure
BY E-MAIL ONLY

cc: Rettew Associates, Inc. w/ enclosure-by first class mail
RR2 Airport Road, LLC w/ enclosure-by first class mail
Township Engineer – J. Tresslar, P.E. - w/ enclosure (by e-mail)
Township Board of Supervisors (by e-mail)
ATTN: Township Office Manager - w/enclosure (by e-mail)



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY

INNOVATIVE ENGINEERS

RECEIVED ON

FEB 23 2023

SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

Township Professional Building
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Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408
www.bjengineers.com

September 9, 2020

Smithfield Township Planning Commission
1155 Red Fox Road
East Stroudsburg, PA 18301

**SUBJECT: VERIZON WIRELESS – MAGICK CAULDRON
FINAL LAND DEVELOPMENT PLAN REVIEW NO. 3
SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 2032210R**

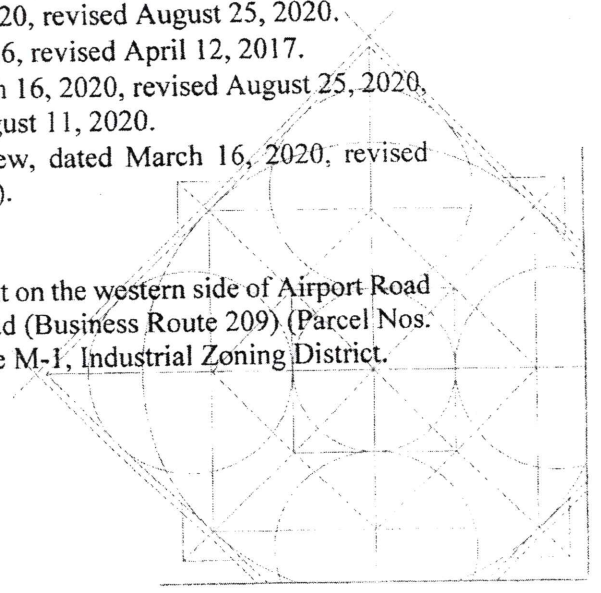
Dear Planning Commission Members:

Pursuant to the Township's request, we have completed our third review of the Land Development Plan Application for Verizon Wireless. The submitted information consists of the following items.

- Response Letter prepared by Rettew, dated August 25, 2020.
- Waiver Requests prepared by Rettew, dated September 9, 2020.
- Memo prepared by Township Engineer, Jon S. Tresslar, P.E., P.L.S., Boucher & James, Inc., dated April 5, 2017.
- Interference Analysis for Proposed Telecommunication Facility prepared by dBm Engineering, P.C., dated April 20, 2017.
- Letter prepared by Marshalls Creek Fire Company, dated August 19, 2020.
- Federal Communications Commission Wireless Telecommunications Bureau, Radio Station Authorization, Effective Date April 14, 2015, Expiration Date May 15, 2025.
- Map check for Closure
- Letter prepared by Sabre Industries dated July 16, 2020.
- FAA Determination prepared by dBm Engineering, P.C., dated September 27, 2016.
- PA Bureau of Aviation Screening prepared by dBm Engineering, P.C., dated September 30, 2016.
- Radio Frequency Design Analysis prepared by dBm Engineering, P.C., dated April 20, 2017.
- Conditional Use Exhibit prepared by Rettew, dated July 8, 2020, revised August 25, 2020.
- Zoning Plan (1 sheet) prepared by Rettew, dated June 22, 2016, revised April 12, 2017.
- E&S Control Plan (4 sheets) prepared by Rettew, dated March 16, 2020, revised August 25, 2020, stamped by the Monroe County Conservation District on August 11, 2020.
- Final Land Development Plan (8 sheets) prepared by Rettew, dated March 16, 2020, revised September 3, 2020 (received via email on September 3, 2020).

BACKGROUND INFORMATION

The Applicant, Verizon Wireless, is proposing a land development on the western side of Airport Road approximately 450 feet north of its intersection with Milford Road (Business Route 209) (Parcel Nos. 16/7/1/35 and 16/7/1/36 & 37). The property is located within the M-1, Industrial Zoning District.



The existing property has a gross area of 7.299 acres (7.193 acres net) and consists of an existing building with associated parking lot and driveway taking access from Airport Road. The remainder of the existing property consists of woodland and meadow areas.

The proposed land development will consist of the construction of a monopole wireless tower with driveway access from the existing site driveway. The tower will be enclosed by a chain link fence and proposed landscaping. A 20-foot wide access easement and a 75-foot square lease area are proposed.

Based upon our review of the Final Land Development Plan, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. Comment satisfied.
2. Comment satisfied.
3. Comment satisfied.
4. In accordance with Section 401.3.E.(2), “all applications for land development approval in areas where very steep slopes are proposed to be disturbed or where forty (40%) percent or more of the lot area exceeds fifteen (15%) percent slope shall be considered and processed as conditional uses.” *Very steep slopes are proposed to be disturbed; therefore, a conditional use is required. (Previous Comment) An application for conditional use has been submitted and a review will be provided under separate cover. (Previous Comment) A response to Conditional Use Review No. 1 dated August 11, 2020 was provided concurrently with this submission. A second review will be provided under separate cover.*
5. Comment satisfied.
6. Comment satisfied.
7. Comment satisfied.
8. Comment satisfied.
9. In accordance with Section 1106.2, “notwithstanding any other provisions of this Part, no use may be made of land or water within any zone established by this Part in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport.” *This must be addressed by the Applicant. (Previous Comment) The response letter and letter prepared by Hourigan, Kluger & Quinn suggest interferences were discussed and addressed during the Conditional Use hearing. (Previous Comment) An Interference Analysis prepared by dBm Engineering, P.C. and dated April 20, 2017 is provided with this submission. The letter indicates there are “no potential risks for the manifestation of harmful interference.”*

SUBDIVISION AND LAND DEVELOPMENT COMMENTS

10. In accordance with Section 401.1, a preliminary and final plan submission is required for the proposed land development. *A waiver from Section 602 is requested. The waiver shall be revised to reference Section 401.1. (Previous Comment) A waiver from Section 401.1 is requested to permit the submission of the Final Plan without approval of a preliminary plan. Given the extent of the proposed development we have no objection to a preliminary/final plan submission.*
11. In accordance with Section 703.C, “all final plans shall address the conditions of preliminary plan approval” provided in Sections 601 through 604. *Refer to Comments 12 through 28. (Previous Comment) Refer to Comments 12 through 28.*
12. In accordance with Sections 602.C and 702.C, the applicant/developer shall submit two (2) electronic copies (one (1) in Auto CAD format and one (1) in PDF format) of the final plan on durable media such as CDs or DVDs. *(Previous Comment) In addition to subsequent paper submissions, electronic copies shall also be provided.*
13. Comment satisfied.
14. Comment satisfied.
15. Comment satisfied.
16. In accordance with Sections 603.A.(12) and 703.D, proof of submission to all agencies, authorities, commissions, persons, etc., required to be distributed by the applicant/developer under the submission guidelines of this Part. *The following outside agencies shall review the proposed Final Land Development Plan. A copy of their reviews and/or approvals must be provided to the Township. (Previous Comment)*
 - a. Smithfield Township Fire Company *The response letter indicates a copy of the plan will be provided to the Marshalls Creek Fire Department. (Previous Comment) A letter from the Marshalls Creek Fire Company indicates a Knox box be installed for emergency purposes. A note requiring a Knox box has been placed on the plan.*
 - b. Monroe County Planning Commission - *Submission cover letter dated April 7, 2020 was provided with this submission. This requirement has been acknowledged. We do not believe any further action is required.*
 - c. Monroe County Conservation District – Erosion and Sedimentation Control *A review of the erosion and sedimentation control plan was issued by the Monroe County Conservation District on May 18, 2020. This requirement has been acknowledged. Submissions to and correspondence and permits from the County Conservation District shall be provided. (Previous Comment) The erosion and sediment control plan provided with this submission was stamped as approved by the Monroe County Conservation District on August 11, 2020.*

- d. Any licensure required from the Federal Communications Commission, the PA Public Utility Commission, FAA, PA Bureau of Aviation, and/or any other agency (state and/or federal) and related to the proposed communication tower. *An FAA Determination and PA Bureau of Aviation Screening are provided with this submission. The determination and screening confirm filing of a “Notice of Proposed Construction” and attached results indicate the proposed tower is not a hazard to air navigation. The determination further notes that the structure is marked/lighted per the FAA. (Previous Comment) An FCC License for Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless is provided with this submission. The proposed location is not listed on the FCC License. This should be addressed.*

17. In accordance with Section 603.A.(15), “a community impact analysis including the following information shall be submitted for rural residential developments or subdivisions containing fifteen (15) or more dwelling units or residential lots in aggregate; all non-residential developments (with the exception of agricultural development) with buildings containing in excess of thirty thousand (30,000) square feet of impervious surface; development of any kind impacting thirty (30) acres of land or more in the aggregate; or any development where, at the discretion of the Board of Supervisors, a community impact analysis would be required.” *The Supervisors shall determine if a community impact analysis will be required. (Previous Comment) The response letter acknowledges this comment. The Board of Supervisors shall determine if a community impact analysis is required. (Previous Comment) A waiver from Section 603.A.(15) is requested. The request indicates the project site has a minimal impact to the overall existing property that is industrial in nature. As required by Section 603.A.(15), the Board of Supervisors shall determine if a community impact analysis is required.*

18. Comment satisfied.

19. In accordance with Section 603.B.(3), “the sheet or sheets shall be a minimum of twenty-four (24) inches by thirty-six (36) inches or larger sizes allowed for recordation purposes. If more than one sheet is necessary, each sheet shall be the same size and consecutively numbered to show its relation to the total number of sheets comprising the plan, i.e., Sheet No. 1 of 5, etc.” *(Previous Comment) A waiver is requested from Section 603.B.(3) to allow the utilization of a plan sheet size of 34-inches by 22-inches. Given the scale of the project and clarity of the plan we have no objection to this request.*

20. Comment satisfied.

21. Comment satisfied.

22. In accordance with Section 603.D.(12), the Existing Conditions Plan (Sheet 2) shall include “existing buildings (and their uses), driveways, sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 200 feet of and within the site (this includes properties across roadways). If significant features exist further than 200 feet, the Township may require their inclusion.” *The location of the existing water and sewer services shall be shown on the Existing Conditions Plan, Sheet 2. (Previous Comment) A waiver from Section 603.D.(12) is requested to not show the existing water and sewer services. The response letter indicates there will be no impact to the existing utilities.*

We believe the water and sewer services should be shown on the plan to note their proximity to construction of the proposed access drive and communication tower.

23. Comment satisfied.

24. Comment satisfied.

25. Comment satisfied.

26. In accordance with Sections 603.G.(15), 1020 and 1024.18, a lighting plan in accordance with the requirements of this Chapter and the Smithfield Township Zoning Ordinance [Chapter 27] shall be submitted. All parking lots and nonresidential developments shall be adequately lit during after-dark operating hours and shall be in accordance with Section 1018. *No lighting is proposed, and a lighting plan shall be submitted for review. (Previous Comment) Proposed lighting is provided at the equipment cabinets for use by maintenance technicians accessing the site. The Township shall determine if additional lighting is required for security purposes. (Previous Comment) The response indicates the Township has determined that no additional lighting is necessary. A waiver from Section 1020 is now requested to not require lighting of the proposed nonresidential development.*

27. Comment satisfied.

28. Comment satisfied.

29. Comment satisfied.

30. Comment satisfied.

31. In accordance with Section 1024.11, all automobile parking areas shall be paved and constructed in accordance with Township specifications. *The proposed parking space shall be paved, and the plan shall be revised accordingly. (Previous Comment) The response letter indicates the proposed gravel access drive is typical for an unmanned facility. If it is intended to not pave the proposed access drive or parking area a waiver is required. (Previous Comment) A waiver is requested from Section 1024.11. The request indicates the gravel driveway and parking space are sufficient for the proposed need and are typical of an unmanned facility.*

32. Comment satisfied.

33. Comment satisfied.

34. Comment satisfied.

35. In accordance with Sections 1101.1.C.(1)(c) and 1101.1.C.(2)(c), street trees are required along existing streets and shall be spaced to permit the healthy growth of each tree, but in no instance shall they be closer than forty (40) feet on center nor further than fifty (50) feet on center for each side of the street. In addition, and in accordance with Section 1101.1.C.(2)(e), "where trees exist along a roadway, the existing deciduous trees over four (4) inches in caliper within

ten (10) feet of the ultimate right-of-way may be utilized to meet the street tree requirement. (The caliper of existing trees is measured at a height of four (4) feet above ground level.) Where such existing street trees are over seventy-five (75) feet apart, new street trees shall be planted between those existing street trees at no greater than fifty (50) feet on center and no less than twenty-five (25) feet from any existing tree.” *Vegetation exists along Airport Road. The Applicant shall investigate the existing vegetation and address whether it meets the requirements of Section 1101.1.C.(2)(e). Additional street trees may be required. (Previous Comment) The response letter indicates that the existing trees are mature and established trees and no street trees are proposed. A waiver is required as proposed. (Previous Comment) A waiver from Section 1101.1.C is requested. The request indicates the existing treeline along Airport Road meets the intent of the street tree requirements.*

36. In accordance with Sections 1501.3 and 1501.5, “applicants/developers shall be required to construct or pay for the construction of, at the option of the Township those on- and off-site public improvements, or portions thereof, which the Township determines bear a rational nexus to the needs created by and the benefits conferred upon, the subdivision or development”. “Where the Board of Supervisors determines that it is not feasible to construct the required improvements at the time of development, funds can be put in an escrow account sufficient to cover the cost of required improvements, to be constructed at a later date”. *A construction cost estimate shall be submitted for review. (Previous Comment) A construction cost opinion was submitted previously and will be reviewed under separate cover prior to plan recordation.*

STORMWATER MANAGEMENT ORDINANCE COMMENTS

The existing property is located within the B-1 Stormwater Management District of the Brodhead Creek Watershed. The unnamed tributary of the Sambo Creek is the receiving water and has a Chapter 93 classification of Cold Water Fishery with Migratory Fishes (CWF/MF).

37. Comment satisfied.
38. Comment satisfied.
39. Comment satisfied.

STORMWATER MANAGEMENT AND STORM SEWER DESIGN COMMENTS

40. Comment satisfied.
41. Comment satisfied.
42. Comment satisfied.
43. Comment satisfied.
44. Comment satisfied.
45. Comment satisfied.

MISCELLANEOUS COMMENTS

46. Due to the close proximity of the proposed communication tower to the existing airport and existing industrial building, a report of the safety of the tower shall be provided by the Applicant. The report shall address the following items. All data shall be provided with reference to sources and/or independent and reputable testing organization(s), such as The American Society of Testing and Materials (ASTM), or similar.
- a. Breakaway aspects and failure of the communication tower shall be addressed. The proposed communication tower is 95-feet high (100-feet with the lightning rod). The closest building is approximately 78-feet to the northwest. Should the communication tower fail the existing building and occupants may be impacted. *(Previous Comment) The response letter indicates a certified letter from the tower manufacturer will be provided under separate cover. While a Structural Design Report has been submitted, a certified letter discussing how the tower will collapse has not been provided. (Previous Comment) A letter from Sabre Industries dated July 16, 2020 is provided with this submission. The letter indicates that if the monopole fails it will fail above the base plate and lean over remaining in a permanently deformed condition. The letter further indicates this would result in a “zero” fall radius at the ground level.*

The engineer shall clarify if the monopole structure will “fall”.
 - b. Structural calculations shall be submitted to the Township. The calculations shall include wind, ice/snow, and seismic loads. *(Previous Comment) A Structural Design Report prepared by Sabre Industries has been provided and addresses applicable wind and ice loads.*
 - c. There is concern with potential collisions related to air navigation, the active parachute school, and Medivac helicopter. “No hazard” or “no obstruction” letter(s) from the FAA and PA Bureau of Aviation referencing the proposed 100-foot high communication tower shall be provided to the Township. The “no hazard” or “no obstruction” letters shall reference all uscs of the airport and within the vicinity of the airport, including air navigation, skydiving operations, Medivac helicopter access to the existing helipad, etc. *(Previous Comment) An FAA Determination and PA Bureau of Aviation Screening are provided with this submission. The determination and screening confirm filing of a “Notice of Proposed Construction” and attached results indicate the proposed tower is not a hazard to air navigation.*
 - d. FAA required lighting shall be shown and/or noted on the plan. *(Previous Comment) An FAA Determination is provided with this submission. The determination notes that the structure is marked/lighted per the FAA. In addition, an “FAA Lighting Beacon” is now specified on the Tower Elevation provided on Sheet 4.*
 - e. Documentation that the communication tower is best suited in the proposed location as it relates to reception of users shall be provided to the Township. *(Previous Comment) The response letter prepared by Rettew and the Transmittal letter prepared by Hourigan, Kluger & Quinn both indicate that this was addressed during the original Conditional Use hearing. (Previous Comment) An Interference Analysis prepared*

by dBm Engineering P.C. and dated April 20, 2017 is provided with this submission. The analysis indicates that “no potential exists for the manifestation of harmful interference”.

- f. The Applicant shall provide evidence that the proposed communication tower will not interfere with existing radio, television, telephone, or reception of similar signals of nearby properties, including, but not limited to the existing airport. *The response letter prepared by Rettew and the Transmittal letter prepared by Hourigan, Kluger & Quinn both indicate that this was addressed during the original Conditional Use hearing. (Previous Comment) An Interference Analysis prepared by dBm Engineering P.C. and dated April 20, 2017 is provided with this submission. The analysis indicates that “no potential exists for the manifestation of harmful interference.”*
47. Future antennae are shown in the Tower Elevation on Sheet 4. Will these antennae be utilized for private services or will they be offered for use by emergency services? *(Previous Comment) The response letter indicates space for emergency providers can be provided below 50-feet given the tower can structurally support the antenna. (Previous Comment) A note has been added to the Tower Elevation on Sheet 4 indicating that space is available for emergency service providers below an elevation of 50-feet above ground level.*
48. Comment satisfied.
49. Smithfield Township should consider a time frame as to when the communication tower should be removed upon failure or abandonment of said tower. A financial guarantee should be provided for the tower’s removal should failure or abandonment occur. *(Previous Comment) An opinion of cost for tower removal is provided in the amount of \$40,092.00. As discussed above, the Township should consider a time frame as to when the communication tower should be removed upon failure or abandonment of said tower. (Previous Comment) The response indicates a tower removal agreement will be provided to the Township Solicitor under separate cover.*
50. The material and color of the proposed communication tower shall be addressed. In addition, the top of the tower extends above the existing tree line. Will the tower be camouflaged to resemble the existing trees? *(Previous Comment) The Tower Elevation on Sheet 4 specifies a non-reflecting galvanized finish. The response letter indicates the tower will not significantly extend beyond the existing trees. (Previous Comment) An exhibit dated April 14, 2017 has been provided with this submission. The exhibit illustrates the existing treeline being approximately 29-feet below the top of the proposed tower.*
51. The Applicant shall address security of the proposed communication tower compound. Will the gate be equipped with locks and/or will the communication tower ladder and supporting structures be locked? *(Previous Comment) The response letter indicates the proposed gate will be locked at all times.*
52. Comment satisfied.
53. Comment satisfied.

54. Comment satisfied.

PLAN REVISION COMMENTS

55. Comment satisfied.

56. Comment satisfied.

57. Comment satisfied.

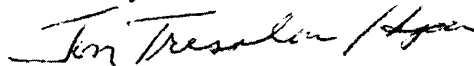
The above comments represent a thorough and comprehensive review of the information submitted with the intent of giving the Township the best direction possible. However, due to the nature of the comments in this review, the receipt of new information may generate new comments.

We recommend the above comments be addressed to the satisfaction of Smithfield Township prior to approval of the Land Development Plan.

In order to facilitate an efficient re-review of revised plans, the Engineer shall provide a letter, addressing item by item, their action in response to each of our comments.

If you should have any questions regarding the above comments, please call me.

Sincerely,



Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/mep/bpa

cc: Ronold J. Karasek, Esquire, Smithfield Township Solicitor
Ken Wolf, Smithfield Township Zoning Officer
Andrew J. Miller, Rettew – Applicant's Engineer
Verizon Wireless – Applicant
Steve Somers, RR2 Airport Road, LLC – Property Owner

RECEIVED ON

FEB 23 2023

SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

TOWER REMOVAL AGREEMENT

THIS TOWER REMOVAL AGREEMENT (the "Agreement") is made the _____ day of _____, 20___, by NORTHEAST PENNSYLVANIA SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS, having a principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter, "Verizon Wireless") in favor of SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA, having an address of 1155 Red Fox Road, East Stroudsburg, Pennsylvania 18301 (the "Township").

BACKGROUND

A. Verizon Wireless has been authorized by the Federal Communications Commission (the "FCC") to operate a wireless communications system within its designated frequency spectrum in Monroe County, Pennsylvania.

B. Pursuant to a license granted by the FCC, Verizon Wireless is required to provide wireless service to its customers.

C. Verizon Wireless must ensure that its wireless signal strength is sufficient to provide proper reception and communication within its licensed area. Currently, in portions of the Smithfield Township area, there is a very weak signal strength, which results in poor wireless service.

D. Verizon Wireless's engineers have determined that the installation of a wireless communications facility, which would include a 95' tower with attached 5' lightning rod (the "Tower"), is necessary to improve signal strength in the Smithfield Township area. The height required for such a communications Tower in order to meet Verizon Wireless's technical needs is 95' above ground elevation.

E. In order to better serve the residents of Moosic Borough and the general public, Verizon Wireless entered into a lease agreement for a 75' x 75' parcel of land owned by RR2 Airport Road, LLC, located at 119 Airport Road, East Stroudsburg, Monroe County, Pennsylvania (the "Premises"). The Premises is more particularly described in the Monroe County, Pennsylvania Recorder of Deeds Office in Deed Book 2044, at Page 2303. The Premises additionally contains Tax Parcel Number: 16/7/1/35.

F. The Smithfield Township Zoning Ordinance (the "Ordinance") regulates the proposed use of the Premises by Verizon Wireless as a communications facility.

G. Verizon Wireless is seeking land development approval from the Township for the construction and installation of its Tower.

H. Verizon Wireless is agreeable to removing the Tower within six months of cessation of use and abandonment as required by Section 511(17)(O) of the Ordinance.

I. Verizon Wireless is further agreeable to posting security as required by Section 511(17) of the Ordinance.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, Verizon Wireless, intending to be legally bound, hereby agrees as follows:

1. Removal of Tower Upon Permanent Discontinuance of Use. Within six (6) months after abandonment or permanent cessation of use, Verizon Wireless shall remove its equipment cabinets, the Tower (except footings), surface structures, equipment, fixtures and all its personal property from the Premises and shall restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted, as required by Section 511(17)(O) of the Ordinance.

2. Posting of Security. Prior to the issuance of a zoning permit by the Township, Verizon Wireless shall post cash or a surety bond in a form reasonably approved by the Township Solicitor, in an amount not less than Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) guaranteeing the removal of the Tower within six (6) months of permanent cessation of use or abandonment as required by Section 511(17)(O) of the Ordinance (the "Removal Security").

3. Default. In the event the Verizon Wireless fails or neglects to remove the Tower as provided herein, and such failure or neglect continues for a period of sixty (60) calendar days after the Township has notified Verizon Wireless in writing of Verizon Wireless's default hereunder or if such default cannot reasonably be cured within sixty (60) calendar days but Verizon Wireless has failed to commence to cure such default and is not diligently pursuing such cure, the Township may, at its option, immediately or at any time thereafter without demand or notice, declare this Agreement to have been breached and exercise its remedies, in law or equity, and simultaneously therewith exercise its rights under the Removal Security to complete such work or as much thereof as may be completed from the available resources of the Removal Security. The Township's exercise of its rights under the Removal Security shall not bar it from pursuing any of its other rights and remedies under this Agreement. The Township's rights and remedies under this Agreement are cumulative and not exclusive.

4. Fees and Costs. In the event any action, suit or proceeding is brought by the Township against Verizon Wireless for Verizon Wireless's failure to observe any of the provisions of this Agreement, or action on the Removal Security in one or more suits, actions or proceedings, Verizon Wireless agrees to pay to the Township the actual and reasonable attorney fees incurred by the Township in said suit(s), action(s) or proceeding(s), and the actual and reasonable expenses of the Township, such as Township Engineer's fees or expert witness fees, and costs in the suits(s), actions) or proceedings(s).

5. Binding Effect. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains the entire Agreement among the parties regarding the transactions described herein. This Agreement shall not be modified without the prior written agreement of Verizon Wireless and the Township. This Agreement shall be binding upon and shall inure to the benefit of Verizon Wireless and the Township and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be leglly bound hereby, Verizon Wireless has executed this Agreement in favor of the Borough.

Northeast Pennsylvania SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, its general partner

WITNESS

BY: _____

NAME: _____

TITLE: _____