

October 5, 2026

Mr. Gregg Betti – Council President
Borough of Jessup
395 Lane Street
Jessup, PA 18434

RE: **Proposal for Professional Engineering Services
Conditional Use Review – DBT Data
Borough of Jessup, Lackawanna County, Pennsylvania
Benesch Proposal No. PP03-270109
Benesch Project No. 0326-609075.00, Task 10**

Dear Borough Council:

Benesch is pleased to present the Borough with the following proposal for Professional Engineering Services for the above referenced project. This proposal is for the professional engineering services for reviewing the conditional use submission from a conceptual civil-engineering standpoint for DBT Data's submission to the Borough. Mr. Craig Pezak, PG, PE, VMA will be your main point of contact for this project.

The scope of work includes reviewing the conditional use submission documents (including Site Plan, TIA, and Preliminary Stormwater Report) and attending one (1) conditional use hearing/meeting. We will provide a review letter, similar to other Borough reviews. It is our understanding this review letter will be used internally for the Borough's knowledge and reference. It is our understanding that the Borough will use General Funds/Capital Improvements Funds for this project.

This task will be added to our yearly retainer as Task 10. The scope of work is defined below.

Task 10 – Conditional Use Review – DBT Data

This task is providing the Borough a review of DBT Data's conditional use application. The scope of work includes:

- Review the conditional use application from a civil engineering standpoint. This includes any references to stormwater, grading, etc.
- The review does not include specialty engineering reviews, including environmental, electrical, mechanical, etc.
- The scope includes attendance at one (1) in-person conditional use hearing/meeting to listen to the developer presentation and answer any questions that arise. No follow-up is included.
- The scope includes a conceptual-level review letter to be used by the Borough for internal use and reference.
- Any additional meetings or reviews are not included within this scope of work. No coordination with the developer is included.

Price Proposal Summary

Benesch proposes to furnish the above service as Task 10 under our current retainer on a **Lump Sum (LS) of \$3,000.00 (including direct costs)**. Our direct expenses are included in the value stated above and monthly invoices will reflect the work completed. A cost for the individual task is noted below:

Task 1 – Conditional Use Review – DBT Data (LS)	<u>+\$3,000.00</u>
TOTAL	\$3,000.00

We anticipate completing this review in advance of the late-October meeting.

The previously acknowledged Standard Terms and Conditions for Professional Services Proposals is incorporated into and made a part of this Agreement.

Thank you for the opportunity to present our proposal to you. If you are in agreement with the above, this proposal can serve as our Agreement and Notice-to-Proceed, which you can indicate by signing the attached Task Order sheet. Please sign and return one (1) copy to our office. The other copy is provided for your files.

Sincerely,



Edward J. Bosack, PE
Vice President

Authorization: Conditional Use Review

Work Tasks		Total
1 Technical Review		
A	Initial Conditional Use Application Review; includes Application Review and preparation of initial technical comment letter for Borough reference	\$660
B	Final Conditional Use Application Review; includes final technical comment letter for Borough use in transmitting to Applicant	\$330
<i>Subtotal Technical Review</i>		\$990
2 Meetings and Coordination		
A	Conditional Use Public Hearing (assumes 1 hearing @ 2 hours plus hour preparation)	\$549
B	On-going Borough Staff Coordination throughout the duration of the project (assumes weekly for up to 8 weeks)	\$495
<i>Subtotal Meetings and Coordination</i>		\$1,044
3 Reimbursable Expenses		
A	Miscellaneous Expenses (includes Printing and Travel/Accommodation to/from 1 hearing, etc.)	\$290
<i>Subtotal Reimbursable Expenses</i>		\$290

Authorized by: _____

Date _____



1035 JETER AVENUE
BETHLEHEM, PA 18015
(610) 625-2420

25 September 2026

Maura Armezzani Tunis, Esquire
Saporito, Falcone & Watt
48 S. Main Street (Suite 300)
Pittston, Pennsylvania 18640
maura@sfwlawyers.com

Re: Data Center Application Acoustical Review
Borough of Jessup, Pennsylvania
Reference No. 012026P040A

Dear Ms. Tunis:

This letter presents JMS Acoustics' proposal to provide acoustical consulting services to Saporito, Falcone & Watt in support of the Borough of Jessup's review of various data center applications. Services may be requested for multiple applications and at different stages of review, as authorized by Saporito, Falcone & Watt.

JMS Acoustics serves as the acoustical consultant to the adjacent Borough of Archbald. We have reviewed or are reviewing several proposed facilities there, including the Wildcat Ridge Data Center Campus, Project Green Mountain, Project Scott (Archbald I LLC), DBT Archbald, PNK – Valley View, and Essential Energy's proposed power generating facility. We have also assisted Gregg Township with its review of a proposed PNK data center and landowner curative amendment and performed baseline sound measurements. Additionally, we provided substantial input regarding the data center noise provisions for Butler Township and are working with Conewago Township to develop the noise portions of its data center ordinance. This work has addressed equipment and generator sound, low frequency and tonal characteristics, predictive modeling, sound measurement, and compliance procedures. Our Archbald work also gives us direct familiarity with the sound environment near Jessup.

As requested, JMS Acoustics will review the acoustical aspects of data center applications, including noise impact studies, equipment sound data, predictive modeling, proposed mitigation, and the applicable requirements of the Borough of Jessup's ordinances. We will identify information needed to evaluate potential impacts and compliance, prepare written comments and recommendations, coordinate with Borough representatives and counsel, and attend meetings or hearings and provide technical testimony when requested and authorized.

JMS Acoustics proposes to complete the Scope of Work, outlined above, on a time and expense basis, according to the terms and conditions described in the attached *Professional Services Agreement – Reference No. 012026P040A*, which is hereby made a part of this proposal. Should Saporito, Falcone & Watt decide that more detailed acoustical evaluations or testing are necessary for this or other projects, JMS Acoustics would be pleased to provide additional fixed-fee or time and expense proposals to complete the requested work.

Should you find this proposal acceptable, please sign and return a copy of the enclosed *Professional Services Agreement – Reference No. 012026P040A* as authorization to proceed. If you require any additional information, please contact me. JMS Acoustics is looking forward to working with Saporito, Falcone & Watt and the Borough of Jessup.

Yours sincerely,

JMS ACOUSTICS LLC



J. Michael Spencer
President and Principal Consultant

JMS:jms
Enclosures

CC: Coleen Watt, Borough of Jessup (via e-mail at cwatt@jessupborough.org)

This Professional Services Agreement ("AGREEMENT") is made by and between JMS ACOUSTICS, LLC ("JMS ACOUSTICS"), a Pennsylvania limited liability company having a principal place of business at 1035 Jeter Avenue, Bethlehem, Pennsylvania 18015, and Saporito, Falcone & Watt ("CLIENT"), having a place of business at 48 S. Main Street (Suite 300), Pittston, Pennsylvania 18640. Collectively JMS ACOUSTICS and CLIENT shall be known as the "PARTIES". This AGREEMENT is for the sole purpose of providing acoustical consulting services in connection with Data Center Application Acoustical Review, Borough of Jessup, Pennsylvania.

The PARTIES agree as follows:

SCOPE OF WORK

SERVICES PROVIDED BY JMS ACOUSTICS. JMS ACOUSTICS shall provide CLIENT certain services ("SERVICES") specified in the attached proposal with Reference Number 012026P040A, and dated 25 September 2026, containing the Scope of Work ("SOW") to be incorporated herein and made a part hereof. The SOW shall incorporate the terms and provisions of this AGREEMENT. To the extent the SOW provides additional and/or conflicting terms to this AGREEMENT, the terms of the SOW shall prevail. All JMS ACOUSTICS subcontractors under an SOW, if any, shall be bound to perform all obligations under this AGREEMENT as if they were being performed by JMS ACOUSTICS. This proposal for SERVICES shall remain in effect for 60 days from the date of execution by JMS ACOUSTICS.

FEE SCHEDULE AND PAYMENT TERMS

JMS ACOUSTICS will complete the SOW and associated SERVICES under this AGREEMENT at the CLIENT'S direction on a time and expense basis according to the fee schedule outlined below. Any additional services not outlined specifically in the SOW will be completed as authorized on a time and expense basis and billed in accordance with the following hourly fee schedule. Expenses for any services will be billed at cost plus ten percent.

J. Michael Spencer	\$ 280 / Hour
Technical Assistants	\$ 115 / Hour
Expert Testimony	\$ 420 / Hour

Invoices will be submitted monthly, and are due net 30 days, with a 1.5% discount for payments made within 15 days of the invoice date, and a 2% per month fee for invoices over 60 days from the invoice date. JMS Acoustics reserves the right to suspend work or terminate this AGREEMENT for unpaid invoices over 30 days with written notification to the CLIENT. The CLIENT agrees to reimburse JMS ACOUSTICS incidental charges, such as attorney and collection fees, incurred to collect upon unpaid invoices over 90 days from the invoice date.

CLIENT DUTIES

CLIENT shall perform such duties and tasks designated in an SOW to facilitate JMS ACOUSTICS' performance of the Services outlined thereunder and provide JMS ACOUSTICS with reasonable and necessary access to CLIENT'S facilities during CLIENT'S normal business hours and otherwise as reasonably requested by JMS ACOUSTICS in order to facilitate JMS ACOUSTICS' performance of the Services outlined in each SOW.

NOTIFICATION AND CORRESPONDENCE

All notices or other communications referenced under this AGREEMENT shall be made in writing and sent to the address designated below, designated in a specific SOW, or designated from time to time in writing by the PARTIES. All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

J. Michael Spencer
JMS ACOUSTICS
1035 Jeter Avenue
Bethlehem, Pennsylvania 18015
[mspencer@JMSAcoustics.com](mailto:m Spencer@JMSAcoustics.com)

Maura Armezzani Tunis, Esq.
Saporito, Falcone & Watt
48 S. Main Street (Suite 300)
Pittston, Pennsylvania 18640
maura@sflawyers.com

LIMIT OF LIABILITY

Maximum liability for any action arising under this agreement, regardless of the form of action and whether in tort or contract, shall be limited to the amount of services fees paid by CLIENT for the SERVICES from which the claim arose, or \$10,000, whichever is greater. In no event shall JMS ACOUSTICS be liable for indirect, special, incidental, or consequential damages of any kind, including without limitation, lost data or lost profits, however arising, even if CLIENT has been advised of the possibility of such damages. The PARTIES agree to the allocation of risk set forth herein.

In performing any observation visits to the jobsite, JMS ACOUSTICS shall have no control over, nor responsibility for, the CLIENT'S or contractor's means, methods, sequence, techniques or procedures in performing the work. These are solely the responsibilities of the contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies. Under this Professional Services Agreement, JMS Acoustics LLC is operating as an independent contractor and is not an employee of the CLIENT.

INSURANCE

JMS ACOUSTICS carries the following insurance, which will remain in force throughout the contract period. No change in carrier or coverage will be made without notification to CLIENT.

Commercial Liability Insurance

General Aggregate - Other than Products - Completed Operations	\$ 4,000,000
Products - Completed Operations Aggregate	\$ 4,000,000
Liability and Medical Payments - Per Occurrence	\$ 2,000,000
Personal and Advertising Injury - Per Person or Organization	\$ 2,000,000
Tenants Property Damage Legal Liability Sublimit - Per Covered Loss	\$ 300,000
Medical Payments Sublimit – Per Person	\$ 5,000

Automobile Liability

Hired Auto - Per Occurrence	\$ 2,000,000
Non-Owned Auto - Per Occurrence	\$ 2,000,000

Professional Liability

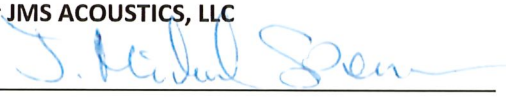
Aggregate	\$ 1,000,000
Per Claim	\$ 1,000,000

DISPUTES

In an effort to resolve any conflicts that arise during the project or following the completion of the project, CLIENT and JMS ACOUSTICS agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by either PARTY with cause upon 7 business days notice to other PARTY. Such termination shall require payment of all fees for SERVICES performed through the termination date and any expenses to that date plus any fees for SERVICES requested by CLIENT to document the work completed.

For **JMS ACOUSTICS, LLC**By Date 25 September 2026For Saporito, Falcone & Watt

Authorized Agent for CLIENT

By _____

Date _____

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