



POCONO TOWNSHIP COMMISSIONERS
SEWER COMMITTEE AGENDA
January 7, 2019 6:00 p.m.

Open Meeting

Pledge of Allegiance

Roll Call

Public Comments

Comments are for any issue. Please limit individual comments to 5 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

Announcements

Hearings

Presentations

OLD BUSINESS

1. Motion to approve the minutes of the December 3, 2018 sewer committee meeting (action item*)
2. Vasilios Kotretsos - 312 Learn Road - request for reduction in EDU's
3. Jimmy Schlier EDU purchase answer
4. Resolution update committee report – workshop date to discuss

NEW BUSINESS

1. **Financial Transactions**
2. **Appeals**
 - a. Gateway equities – 2185 Route 611 – denial of reduction in EDU's

(Action Item*)

*A matter listed as an "Action Item" on the Agenda is a matter that the Board of Commissioners will discuss and may deliberate or take official action on. A matter listed on the Agenda as an "Action Item" does not require the Board of Commissioners to deliberate or take official action on that matter.

** Change to agenda versus draft posted on website

REPORTS

1. Administration
 - a. Tobyhanna update
 - b. Verizon and Weis Market update
 - c. 345 Scotrun Avenue – request for reimbursement of tapping fee and permit fees (possible action item*)
 - d. Motion to set meeting dates of the Sewer Committee and authorize advertising for the first Monday of each month at 6pm (action item*)
2. Engineer/Sewer Consultant
 - a. Update Status Report on Sewer Redesign
 - b. Update on Route 611 Sewer Line Relocation Work Update
 - c. Update on Sanofi Sanitary Sewer Easement
 - d. Update – Pump Station #5 – installed 1-4-19
 - e. Update – Sewer EAP
 - f. Update – BCRA committee to develop Valve Station #2 action plan – on hold pending BCRA decision to continue
 - g. Update – BCRA access to SCADA system – on hold pending BCRA decision to move forward
 - h. Update - Act 537
 - i. Motion to enter into a contract with USIC Locating Services, LLC for locating and marking services for the township sewer lines, beginning March 1, 2019 with varying costs per the quote, as recommended by Patrick Briegel, sewer consultant, contingent upon review and approval of solicitor. (action item*)
 - j. Leeward Construction – bypass work at Brookdale
3. Solicitor
 - a. Update on Fencing at Valve Station #1 – approved by Stroud Planning Commission on 11-28-18
 - b. Update on request from MHC Outdoor to reserve additional EDU's
 - c. Route 611 and Weis Market Traffic Signal (possible action item*)

Public Comment

Please limit individual comments to 5 minutes to allow time for others wishing to speak and direct all questions and comments to the President.

Executive Session – if necessary

Adjournment
(Action Item*)

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** Change to agenda versus draft posted on website

POCONO TOWNSHIP BOARD OF COMMISSIONERS
SEWER MEETING MINUTES
DECEMBER 3, 2018 - 6:00 p.m.

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The Sewer Meeting of the Pocono Township Commissioners was held on December 3, 2018 at the Pocono Township Municipal Building, Tannersville, PA, and opened by President Gerald Lastowski at 6:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL: Harold Werkheiser, absent; Richard Wielebinski, present; Gerald Lastowski, present; Chad Kilby, present; and Jerrod Belvin, present.

IN ATTENDANCE: Leo DeVito, Twp. Solicitor, Broughal & DeVito; Jon Tresslar, Twp. Engineer, Boucher & James; Patrick Briegel, Consultant; Donna Asure, Township Manager; and Christine Brodsky, Administrative Assistant, were present.

PUBLIC COMMENTS: None

ANNOUNCEMENTS: None

HEARINGS: None

PRESENTATIONS: None

OLD BUSINESS:

G. Lastowski made a motion, seconded by R. Wielebinski, to approve the minutes of the November 5, 2018 Sewer Committee Meeting. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; J. Belvin, yes. Motion carried.

Vasilios Kotretsos - 312 Learn Road - request for reduction in EDU's - No action taken.

Jimmy Schlier EDU purchase answer - No action taken.

Resolution update committee report-workshop date to discuss - No action taken.

NEW BUSINESS:

Financial Transactions - No action taken.

Appeals-Gateway Equities - 2185 Route 611-denial of reduction in EDU's - No action taken.

REPORTS:

Tobyhanna Update - An invoice was sent on 11/15/18 requesting \$21,464.04 in overages for the 3rd quarter 2018, along with a

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letter and application for them to purchase 147 new EDU's based on the 2018 overages. Leo DeVito, Twp. Solicitor, received a letter from Jonathan Reiss, Tobyhanna Twp. Solicitor, stating they want to wait until 2019 to purchase additional EDU's. He also stated they requested a copy of the official action taken by the Board of Commissioners for the 150,000 extra gallons per day they requested. Leo DeVito, Twp. Solicitor, will send a letter to Jonathan Reiss requesting action on various issues and future development plans.

Discussion followed.

Verizon and Weis Market - Verizon's septic is failing, and they would like to hook up to the sewer system. Discussion followed. No action was taken pending review of a letter reported to have been sent to the Twp. indicating there were no restroom facilities on premise.

Not on agenda:

Refinancing for Sewer Documents - The Township is required to open a depository account with People's Security. After review by Frank Cefali, Twp. Treasurer, and Paola Razzaq, Twp. Bookkeeper, it is recommended the Twp. open a 12-month CD at 1.75% for \$50,000.00 coming out of the sewer fund.

R. Wielebinski made a motion, seconded by G. Lastowski, to open a CD with People's Security in the amount of \$50,000.00 for a 1-year term at 1.75% interest. Roll call vote: R. Wielebinski, yes; G. Lastowski, yes; C. Kilby, yes; J. Belvin, yes. Motion carried.

Status Report on Sewer Redesign - J. Tresslar, Twp. Engineer, handed out a status report on the sewer redesign. Summarizing the project, the Twp. has spent \$699,981.00 on repairs to the sewer system which includes seven change orders authorized and paid to Milnes Co. and Keystone Engineering. The original estimate was \$750,000.00. Sewer work is ongoing but not related to this project.

Route 611 Sewer Line Relocation Work - An update was given by J. Tresslar, Twp. Engineer, indicating no work is currently being done near the sewer lines.

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Sanofi Sanitary Sewer Easement - There has been no communication from Sanofi. J. Tresslar, Twp. Engineer, will contact Sanofi and give a future update.

Pump Station #5 Enclosure - The enclosure has been ordered and the Twp. is waiting for delivery.

Sewer Emergency Action Plan (EAP) - Work on the EAP is ongoing. Draft copies will be submitted to various individuals for final comments before publishing.

BCRA Valve Station #2 Action Plan - On hold pending BCRA decision to continue. Discussion followed.

BCRA Access to SCADA System - On hold pending BCRA decision to move forward.

Act 537 - DEP is to issue guidance on how to modify Act 537 plans. They have not issued that guidance yet. Future updates will be given.

Commissioner J. Belvin inquired about the manhole cover on Trapasso's property. J. Tresslar, Twp. Engineer, indicated a survey was done and a review letter will be forthcoming with corrections and modifications needing addressing.

Commissioner R. Wielebinski inquired about the Birchwood Resort on-site septic system. J. Tresslar, Twp. Engineer, stated they would be decommissioning it which would be handled by the state. Discussion followed.

Fencing at Valve Station #1 - Stroud Twp. Planning Commission approved the fence on 11/28/2018. J. Tresslar indicated signatures are needed on applications for Stroud Twp. to get permit for fence.

MHC Outdoor Additional EDU's (12/6/1/31-1) - L. DeVito, Twp. Solicitor, indicated they want to connect to the sewer system. They want the initial estimated 60 EDU's and any additional ones, based on their future needs. Pat Briegel, Twp. Sewer Consultant, sent MHC an email suggesting they give the Twp. a detailed sketch plan of what is existing and what is proposed. Once these plans are received, P. Briegel and Mike Gable, Engineer, can make the final determination of additional EDU's needed. Discussion followed.

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PUBLIC COMMENT - None

ADJOURNMENT:

J. Lastowski made a motion, seconded by R. Wielebinski, to adjourn the meeting at 6:43 p.m. Roll call vote: R. Wielebinski, yes; J. Lastowski, yes; C. Kilby, yes; and J. Belvin, yes. Motion carried.

Respectfully submitted
Christine Brodsky
Administrative Assistant

**UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of January 15, 2019, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Pocono Township (**Customer**).

BACKGROUND

- A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

AGREEMENT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:
 - 1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
 - 1.3 **At Fault Damages** means Damage to Customer's Facilities caused by an Excavator that occurs with respect to Locatable Facilities where USIC did not perform the Locate with Reasonable Accuracy.

- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this agreement begins and the anniversary date each year after.
- 1.5 **Customer's Facilities** means any Underground Facilities owned by Customer.
- 1.6 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.7 **Excavator** means any person or entity which engages directly in excavation.
- 1.8 **High Profile Facilities** means fiber cable, 900 pair or greater, switchgear cable, and 6" main or greater.
- 1.9 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.10 **Locatable Facilities** means Customer's Facilities that can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.11 **Locate** means the completed process of having provided Locate Services at an excavation site.
- 1.12 **Locate Service** means the process of determining the presence or absence of Customer's Facilities, their conflict with proposed excavations, and the Marking of the proper places or routes of Customer's Facilities within Reasonable Accuracy limits as required.

- 1.13 **Low Profile Facilities** means any of Customer's Facilities that are not High Profile Facilities.
- 1.14 **Marking** means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the field location of Underground Facilities accurately.
- 1.15 **Paintable Locate** means that Customer has buried facilities within the area of the locate request or scope of the ticket.
- 1.16 **Project Locate** means a Locate that requires USIC to spend more than 30 minutes at the excavation site.
- 1.17 **Reasonable Accuracy** means the placement of appropriate Markings within the outside dimensions in inches of both sides of an Underground Facility as regulated by state.

Pennsylvania-18 Inches inches

- 1.18 **Restoration Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from At Fault Damages, but shall specifically exclude any Third Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by Customer to repair the Damage to Customer's Facilities. Restoration Costs specifically exclude overhead charges, costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities), costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.19 **Services** mean the services to be provided by USIC under this Agreement.
- 1.20 **Site Visit** means to visit the site of the locate request, but there are no Locatable Facilities to be marked.
- 1.21 **Site Surveillance** means to watch over and protect Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services

as may be dictated by the nature and scope of the excavations. Commonly referred to as a "Watchdog" within the industry.

- 1.22 **Ticket** means the document generated at the one-call center and transmitted to USIC, containing each locate request which USIC is contractually obligated to mark.
- 1.23 **Third Party Claims** means any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement arising from Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) Interruption of Service.
- 1.24 **Underground Facilities** means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 1.25 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records or facility prints, drawings or maps provided by Customer or from a Visual Examination.
- 1.26 **Unlocatable Facilities** means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be field marked with Reasonable Accuracy using standard procedures employed by USIC.
- 1.27 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection rather than from Customer's maps and records.

2. Responsibilities of USIC.

- 2.1 USIC shall furnish all labor, materials and equipment necessary to perform Locate Services for Customer within the Contract Service Area except for the maps and records to be provided by Customer under Section 3.1. USIC will receive Ticket transmittals directly from the one-call center for the Contract Service Area at no additional cost to Customer.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are Locatable Facilities present at the excavation site, it will indicate the presence of those facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints. Customer also agrees that, notwithstanding anything to the contrary contained in this Agreement, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written request or at the termination of this Agreement. Unless such maps and records were

previously known to USIC free of any obligation to keep them confidential, are given to USIC by a third party not obligated to keep them confidential, or become public without any act or omission of USIC, USIC agrees to keep such maps and records confidential and shall use such maps and records only in the performance of this Agreement except upon such terms as may be agreed upon by Customer or as required by law. This obligation of confidentiality shall survive the termination of this Agreement.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such it has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may choose to withhold in its sole discretion.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

3. Responsibilities of Customer.

- 3.1 Customer agrees to provide USIC with the necessary maps and records to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, prints up to date with accurate information. USIC bears no liability for Customer's

failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.

3.2 Customer agrees that it will reasonably cooperate with USIC so that USIC enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the Services.

3.3 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit B. USIC shall bill for all tickets received from the State One Call, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that Customer has provided to the State One Call center.

4. Term, Termination and Exclusive Nature of Agreement

4.1 This Agreement shall be effective as of January 15, 2019, and continue for a period of 24 months, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to section 4.3.

4.2 Customer shall use USIC as its exclusive provider of Locate Services within the Contract Service Area.

4.3 Either party to this Agreement can terminate this Agreement upon 30 Days prior written notice to the other. Upon such termination the only liability will be that of the Customer for any Services performed by USIC prior to the effective date of termination.

5. Investigations of Damage to Customer's Facilities

5.1 Should either party to this Agreement become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate with respect to the Customer's Facilities, the party learning of the Damage to Customer's Facilities shall promptly notify the other party. This

notification may be made orally. Both parties to this Agreement reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.

5.2 USIC will investigate incidents of Damage to Customer's Facilities and provide a written report of its findings to Customer upon request. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes At Fault Damages. Customer shall have thirty (30) days after receipt of USIC's written report to contest USIC's conclusion. Unless Customer notifies USIC in writing within such period that it disputes USIC's conclusion as to At Fault Damages, USIC's conclusion with regard to that issue shall be deemed binding with respect to this Agreement. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot such dispute will be resolved in accordance with section 11.1.

5.3 USIC shall be entitled to collect an investigation fee of \$250 for each investigation and written report thereof, which it provides to Customer, unless such report concludes or the parties ultimately agree that the report involves At Fault Damages.

5.4 Customer agrees that should it fail to notify USIC as provided in section 5.1 of any Damage to Customer's Facilities within forty-eight (48) hours after Customer receives notice of the damage and USIC is otherwise unaware of the damage within that period, then USIC shall not be liable to Customer for Restoration Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims in accordance with section 7.1, even if it is later determined that such damage constitutes At Fault Damages.

6. Limitation of Liability and Indemnification of Customer by USIC

6.1 USIC will be responsible for paying Customer's Restoration Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities, and b) the Damage to Customer's Facilities constitutes an At Fault Damage. Restoration costs payable by USIC shall at

no time collectively exceed \$0.00 per incident. If the Damage to Customer's Facilities is not At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (**Customer Indemnities**) from and against any and all Third Party Claims to the extent the same arise from At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees. USIC's total liability for all claims of any kind arising from or related to the formation, performance or breach of this contract or any services provided hereunder shall not exceed the annual value of this Agreement.

7. Indemnification of USIC by Customer

- 7.1 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (**USIC Indemnities**) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

- 8.1 USIC may adjust the prices for Locate Services set forth on Exhibit B upon thirty (30) days notice to Customer, provided that USIC provides Customer evidence that such price increase results from either (a) an increase in USIC costs for providing the Services that exceeds the average rate of inflation for the period since USIC's most recent price increase; (b) a material change in the one-call statute effective within the Contract Service Area; or (c) a change in the mix of the number or types of Locates on which the pricing set forth in Exhibit A was based. Unless Customer

contests, in writing within the thirty (30) day notice period, the evidence provided by USIC the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 11.1. At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit B shall be increased by 2.00%.

9. Equal Employment

9.1 USIC acknowledges that it is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and to further our commitment not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law ("Protected Classifications).

10. Insurance

10.1 USIC provides the following insurance coverage:

<u>INSURANCE COVERAGE:</u>	<u>LIMITS:</u>
Worker's Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability	
including Contractual Liability	\$1,000,000 Each Occurrence
Occurrence Basis BI & PD	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
	(Each occurrence)
Personal Injury	\$1,000,000 Each Occurrence
Products & Completed Operations	\$2,000,000 Each Occurrence
Automobile Liability	
BI & PD Combined	\$1,000,000 Each Occurrence

11. Dispute Resolution

- 11.1 The parties shall attempt in good faith to resolve all disputes (**Controversy**) promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Executives of both parties at levels one level above the personnel who have previously been involved in the Controversy shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to senior executives, or if no meeting of senior executives has taken place within fifteen days after such referral and if the Controversy is over the amount of Restoration Costs owed by USIC to Customer, the parties shall simply split the difference between their respective positions. If more than two Controversies within a given contract year result in a split of the difference under the preceding sentence or if a Controversy involves more than simply a dispute about Restoration Costs, the parties hereto reserve to themselves the right to litigate any such disputes in an appropriate forum. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State rules of evidence.

12. Miscellaneous

- 12.1 Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.
- 12.2 This Agreement may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Agreement" shall include any such future amendments or modifications.
- 12.3 This Agreement shall constitute the entire contract between the parties with respect to the subject matter of this Agreement. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Agreement, and acknowledge receipt of a signed, true exact copy of this Agreement.
- 12.4 Customer agrees that during the Term of this Agreement and for a period of six (6) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been used by USIC within the last six months for the purpose of providing the Services to Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Pocono Township

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

(Please print)

Title: _____

Title: _____

Exhibit A

USIC Locating Services, LLC shall provide services for the following:

- **State(s):** Pennsylvania
- **Facility Type(s):** Sewer-Sanitary; Sewer-Storm
- **CDC Code(s):** _____

Exhibit B

USIC Locating Services, LLC will charge for services rendered hereunder:

• Per One Call Ticket	\$30.00
• Project Threshold	\$15.00 Per ¼ Hour
• Per Normal Hours Emergency Ticket	\$45.00
• After Hour Emergencies Ticket	\$55.00
• Annual Contract Maintenance Fee	\$1,000
• Watch and Protect Services	\$60/hr

NOTE: USIC does not charge for any drive time

Pricing Definitions

Per One Call Ticket -	All tickets received from the State One Call with Pocono Township's Member Code. Each ticket granted 30 minutes of locating time.
Project Threshold Rate	If locating the Pocono Township utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after thirty minutes of locating
Emergency Normal Hours	Emergency Underground Locate Request Performed during Normal Business Hours: Monday through Friday 7:00 A.M. – 5:00 P.M.
After Hour Emergencies	This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all-day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We <u>do not</u> charge for travel time.
Watch and Protect	If the Pocono Township requests that a USIC technician to be onsite to ensure the protection if the utility during excavation.

Invoice Distribution Method: Email

USIC shall render invoices and statements to Customer on a Monthly basis. Each statement shall be paid by Customer with payment terms of Net 30 of invoice date.

**USIC PRICING PROPOSAL FOR POCONO TOWNSHIP*****Pricing Proposal***

• Per One Call Ticket	\$30.00
• Project Threshold	\$15.00 Per ¼ Hour
• Per Normal Hours Emergency Ticket	\$45.00
• After Hour Emergencies Ticket	\$55.00
• Annual Contract Maintenance Fee	\$1,000
• Watch and Protect Services	\$60/hr

NOTE: USIC does not charge for any drive time

Pricing Definitions

Per One Call Ticket -	All tickets received from the State One Call with Pocono Township's Member Code. Each ticket granted 30 minutes of locating time.
Project Threshold Rate	If locating the Pocono Township utility exceeds thirty minutes, the ticket will then be billed the proposed per ¼ hour Project Rate starting after thirty minutes of locating
Emergency Normal Hours	Emergency Underground Locate Request Performed during Normal Business Hours: Monday through Friday 7:00 A.M. – 5:00 P.M.
After Hour Emergencies	This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all-day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We <u>do not</u> charge for travel time.
Watch and Protect	If the Pocono Township requests that a USIC technician to be onsite to ensure the protection if the utility during excavation.

In addition to saving money on locating expense, Pocono Township will experience the added value of using our Professional Damage Prevention Services.



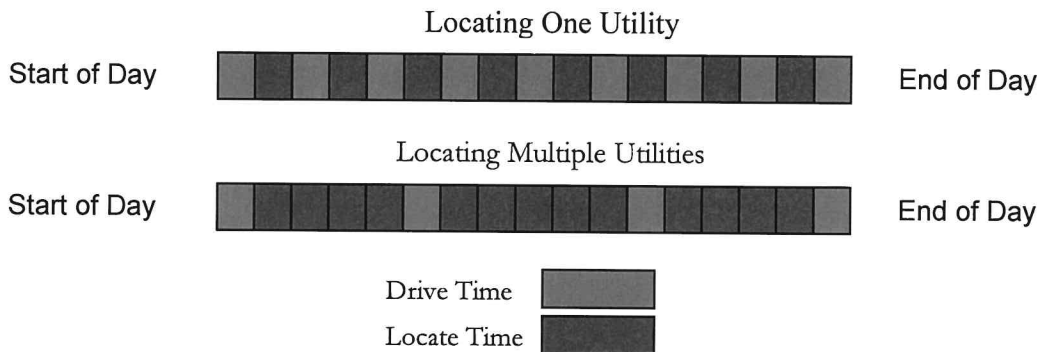
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OUR VALUE PROPOSITION INCLUDES

- Basic Economic Value Summary
- Risk Management Summary
- Advanced Technology Summary
- Professional Services Summary

BASIC ECONOMIC VALUE

- USIC currently visits every job site already for other utility clients creating **economies of scale that cannot be matched** internally or by any other vendor.



RISK MANAGEMENT

- USIC **investigates every damage occurrence. Reports Upon Request**
- USIC uses a CDI (Certified Damage Investigator) to investigate and prepare reports.
- Each report includes pre and post dig photos and all pertinent documentation. All reports are prepared electronically and uploaded through wireless technology.
- All damage reports made available for use in claims recovery efforts
 - Damage reports enables you to recover all damage expense from either the locate vendor or from the excavator.

ADVANCED TECHNOLOGY

- USIC utilizes an in-house proprietary 'real time' ticket management system (TicketPro) that reflects 30 plus years of locating experience. The depth of TicketPro cannot be matched by any 'off the shelf' ticket management system.
- USIC technicians work their ticket load in a real time, paperless environment (creating even more labor related efficiencies).
- **Pocono Township will have direct, real time access** to our ticket management system (**Customer Portal**). Pocono Township will have ability to:



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- View tickets as they come in from the State One Call service "Real-Time"
- Quickly identify when ticket is due and if completed, time it was completed and what was located.
- Query any ticket by ticket number
- View all post locate photos attributed to that located
- Additional information package available upon request.

PROFESSIONAL SERVICES

- Pocono Township increases labor support.
- Pocono Township increases labor management in terms of Supervisors, District Managers, Senior Directors and VP of Operations.
- Technician support also includes a Claims Manager, a Quality Manager, a HR Specialist and a Key Accounts Manager
- Accurate and timely locates to include pre-dig photographs to assist in damage recovery.
- USIC uses the latest technology and works 'real time' in a paperless environment to ensure data integrity.
- USIC encourages regular performance meetings with Pocono Township
- USIC is engaged nationally in the prominent industry association and legislation (to include the Common Ground Alliance (CGA) and National
- Utility Locating Contractors Association (NULCA). We also track and invest in the latest locating technology.
- USIC provides all labor and materials to include all after hours emergencies, weekends and holidays. We manage the work, you manage us.
- USIC provides Pocono Township all data and tools necessary to professionally manage their damage prevention program.

All pricing is subject to contract terms and conditions

Pocono Township
In partnership with
USIC Locating Services, LLC