



# Susquehanna TOWNSHIP

1900 Linglestown Road | Harrisburg, PA 17110

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susquehannatwp.com

## Susquehanna Township Board of Commissioners

### Workshop Agenda

June 22, 2023

Pincus Room

6:30 p.m.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE
- D. PETITIONS, COMPLAINTS, SUGGESTIONS FROM CITIZENS
- E. APPROVAL OF MINUTES – None.
- F. RECOGNITIONS AND PRESENTATIONS
  - 1. A PROCLAMATION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA DESIGNATING JULY TO BE PARKS AND RECREATION MONTH IN SUSQUEHANNA TOWNSHIP AND JULY 21<sup>ST</sup> AS PARKS AND RECREATION PROFESSIONALS DAY  
*Doug Knaus, Director of Parks and Recreation*

#### **Narrative**

Provided with the agenda is a copy of a proclamation designating the month of July as Parks & Recreation Month in Susquehanna Township and July 21<sup>st</sup> as Parks & Recreation Professionals Day. This year's theme is "Where Community Grows," and celebrates the vital role of parks and recreation professionals in bringing people together, providing essential services, and fostering growth in our community.

*Recommended motion: That the Board of Commissioners adopt the proclamation designating July to be Parks and Recreation Month and July 21<sup>st</sup> to be Parks and Recreation Professionals Day in Susquehanna Township.*

**G. TRAFFIC STUDY REQUESTS**

1. Davis Street Traffic Study (Ward 6)

- a. *Staff Recommendation – That the Board of Commissioners table this item until the road project is completed on Davis Street.*

**H. ACTION ON ORDINANCES, RESOLUTIONS, CONTRACTS, SUBDIVISION AND LAND DEVELOPMENT PLANS, AND GENERAL BUSINESS**

**1. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, DESIGNATING MID PENN BANK AS THE CENTRAL BANKING DEPOSITORY FOR SUSQUEHANNA TOWNSHIP**

*Jill Lovett, Director of Finance*

**Narrative**

In March 2023, a Request for Proposals (RFP) for banking services was issued to twelve banks with responses due April 14<sup>th</sup>. The objectives of this RFP were to identify the banking institution that can offer the most beneficial services and competitive rates at the best value to the Township. By the deadline, Susquehanna Township received six responses. Each response was evaluated against a rubric developed by staff emphasizing key variables for consideration. Essentially, interest rates and service fees were the main drivers in the rubric. On June 13<sup>th</sup>, staff met with the Budget & Finance Committee members to discuss the responses and recommended Mid Penn Bank as the institution that met the criteria. Staff concurs with this recommendation. Provided with the agenda is a copy of the resolution designating Mid Penn Bank as the central banking depository for Susquehanna Township. The Susquehanna Township Authority maintains its funds with Mid Penn Bank, as well.

*Recommended motion: That the Board of Commissioners adopt the resolution designating Mid Penn Bank as the central depository for Susquehanna Township.*

**2. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR DEDICATED FIBER TO THE TOWNSHIP OFFICES AT 1900 LINGLESTOWN ROAD**

*David Pribulka, Township Manager*

**Narrative**

Provided with the agenda is a copy of an agreement for Comcast dedicated fiber Internet service. Due to the increasing demand on bandwidth from Township functions, there is an immediate need to provide suitable download and upload Internet speeds for

operational support and efficiency. This is largely the result of increasing reliance on cloud-based technology for applications such as digital forensics, police in-car and body-worn camera footage, permitting and code enforcement, phone service, and more. To address the short- and long-term needs for expanded bandwidth, staff is recommending the Board authorize an agreement with Comcast for the installation of dedicated fiber to the Township building.

*Recommended motion: That the Board of Commissioners authorize the Township Manager to execute a Master Services Agreement with Comcast for dedicated fiber to the Township offices located at 1900 Linglestown Road.*

**3. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A SERVICE ORDER AGREEMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR INTERNET SERVICE TO THE TOWNSHIP OFFICES AT 1900 LINGLESTOWN ROAD**

*David Pribulka, Township Manager*

**Narrative**

Provided with the agenda is a copy of an agreement for Comcast Internet service. This agreement will consolidate the existing Internet accounts providing service to the Township facility and upgrade the speeds from 75 MBPS to 250 MBPS. The result will be a cost savings to the Township due to the consolidation of accounts, and an immediate upgrade over current bandwidth. This service would be used to provide backup Internet and support voice and other ancillary needs.

*Recommended motion: That the Board of Commissioners adopt the resolution authorizing the Township Manager to execute a Service Order Agreement with Comcast for Internet Service to the Township Offices at 1900 Linglestown Road.*

**4. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA APPOINTING ALTERNATE MEMBERS TO SERVE ON THE SUSQUEHANNA TOWNSHIP PLANNING COMMISSION FOR A TERM ENDING DECEMBER 31, 2026**

*Betsy Logan, Assistant Township Manager*

**Narrative**

Pursuant to Section 203(e) of the Pennsylvania Municipalities Planning Code, staff is recommending the Board appoint three residents to serve as alternates to the Planning Commission. This would provide additional support for meetings where a quorum of

core members cannot be achieved. Alternates are appointed to four-year terms and may participate fully in any deliberation of the Planning Commissioner; however, they may not vote unless designated by the Chair and in the absence of quorum. The recommended appointments are Gary Rothrock, Diane Kripas, and Stephen Drachler for term ending December 31, 2026.

*Recommended motion: That the Board of Commissioners adopt the resolution appointing Gary Rothrock, Diane Kripas, and Stephen Drachler to serve as Alternate Members of the Planning Commission for a term expiring December 31, 2026.*

**5. A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN EASEMENT AGREEMENT WITH CAPITAL BLUE CROSS, INC. FOR PROPERTY LOCATED AT 2500 ELMERTON AVENUE (TAX PARCEL 62-023-068)**

*David Pribulka, Township Manager*

**Narrative**

Provided with the agenda is a copy of a resolution accepting conveyance of an easement for \$1.00 consideration to enable construction of a turnaround at the end of Goose Valley Road. The easement area is located in the rear of property at 2500 Elmerton Avenue and the property owner is Capital Blue Cross. A “hammerhead” feature is proposed to be constructed with the 2023 paving projects.

*Recommended motion: That the Board of Commissioners adopt the resolution authorizing the President and Secretary to execute an easement agreement with Capital Blue Cross, Inc. for property located at 2500 Elmerton Avenue.*

**6. AWARD OF CONTRACT 2023-C2ST – ROAD PROJECTS**

*Alex Greenly, Township Engineer*

**Narrative**

Provided with the agenda is a copy of the bid tabulations for Contract 2023-C2ST – Road Projects. Streets that were bid as a base bid include segments of Valley Road; Goose Valley Road; Crooked Hill Road; and Rose Hill Road. Additionally, several alternates were included in the bid package including two different methodologies for paving Locust Lane; the Goose Valley Road turnaround; and Maple Shade paving and shoulder work. The Public Works Committee met on Thursday, June 15<sup>th</sup> and is recommending the Board award the contract including Alternates #1, 2, and 4 to Construction Master Services, LLC in an amount of \$954,119.50.

*Recommended motion: That the Board of Commissioners award Contract 2023-C2ST,*

*Road Projects including Alternates #1, 2, and 4 to Construction Master Services, LLC in an amount of \$954,119.50.*

**7. AWARD OF CONTRACT 2023-P2ST – EDGEMONT PARK ADA UPGRADES**  
*Doug Knauss, Director of Parks and Recreation*

**Narrative**

With the renovation to the Edgemont Community Park Playground, the access to the playground also needs to be ADA accessible. The current path to the playground area does not meet ADA accessibility per code since we are updating the playground, we also need to make the site ADA accessible.

HRG has prepared plans and bid the project. The Township received seven bids with Kinsley Construction Sitework as the low bidder at \$125,200. This is approximately \$25,000 more than planned due to the cost of the aluminum handrail (\$335 per/lf.). This project will be paid for through the Developers Recreation Fund.

*Recommended motion: That the Board of Commissioners award Contract 2023-P2ST – Edgemont Park ADA Upgrades to Kinsley Construction Sitework in an amount of \$125,200.*

**8. AWARD OF CONTRACT 2023-P3ST – VETERANS PARK FENCE REPAIR**  
*Doug Knauss, Director of Parks and Recreation*

**Narrative**

Due to a storm on June 3, 2023, the tennis court at Veterans Park sustained major damage with a section of fencing blown over at one end, fencing and footers being lifted out of the ground at the other end, and poles being bent on one side of the fencing causing the need for a complete replacement of the fence.

Staff has submitted the damage as an insurance claim with the PennPRIME and it has been assigned a claim number. Staff received a quote from Tyson Fence to install a new fence around the tennis court area. The cost of replacement is \$39,890 through COSTARS; however, the direct cost to the Township will be the \$1,000 insurance deductible. Provided with the agenda is a copy of the proposal and contract from Tyson Fence.

*Recommended motion: That the Board of Commissioners award Contract 2023-P3ST – Veteran’s Park Fence Repair to Tyson Fence Company, Inc. in an amount of \$39,890.00*

**9. AWARD OF CONTRACT 2023-C3ST – THERMOPLASTIC**

*Travis Mease, Public Works Operations Manager*

**Narrative**

The Capital Region Council of Governments issued its annual line painting bid solicitation, and Alpha Space Control, LLC was the successful low bidder for Susquehanna Township. Provided with the agenda is the estimate from Alpha Space Control for Thermoplastic application as described in the attached email from the Public Works Director dated June 12<sup>th</sup>. Staff is recommending the Board award the contract in the amount of \$55,768 to Alpha Space Control, LLC. The Township will use Liquid Fuels funds for the contract.

*Recommended motion: That the Board of Commissioners award Contract 2023-C3ST – Thermoplastic to Alpha Space Control, LLC in an amount of \$55,768.*

**10. ORDINANCE AMENDMENT DISCUSSION – CHAPTER 16, PARKS AND RECREATION**

*Doug Knauss, Director of Parks and Recreation*

**Narratives**

The Parks and Recreation Department has identified several needed updates to Chapter 16, Parks and Recreation of the Susquehanna Township Code of Ordinances. Provided with the agenda is a memorandum from Doug Knauss, Director of Parks and Recreation, summarizing the proposed changes. This evening, the Board is asked to authorize staff to draft an amendment to the ordinance including those items identified and refer the draft amendment to the Recreation Advisory Committee for review and a recommendation.

*Recommended motion: That the Board of Commissioners direct staff to draft an ordinance amendment to Chapter 16, Parks and Recreation and refer the draft to the Recreation Advisory Committee for review and a recommendation.*

**I. CONSENT AGENDA**

1. Building Renovation Project – Pay Application #10 (\$2,947.10)
2. Authorization of new hire in the Susquehanna Township Police Department
3. Bartlett Tree Experts Proposal – Shutt Mill Park Tree Work

**J. COMMISSIONER COMMENTS**

**K. ADJOURNMENT**

**NOTE: TO ACCOMMODATE ALL CITIZENS, INDIVIDUAL SPEAKERS WILL BE PERMITTED THREE MINUTES TO ADDRESS THE BOARD.**

**NOTE: PLEASE PLACE ALL CELL PHONES AND OTHER ELECTRONIC DEVICES ON SILENT MODE.**

**NOTE: THE TOWNSHIP MEETINGS ARE RECORDED.**

**A PROCLAMATION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA  
DESIGNATING JULY TO BE PARKS AND RECREATION MONTH IN SUSQUEHANNA  
TOWNSHIP AND JULY 21<sup>ST</sup> AS PARKS AND RECREATION PROFESSIONALS DAY**

**WHEREAS**, Parks and Recreation *promotes physical, emotional and mental health and wellness* through organized and self-directed fitness, play, and activity; and

**WHEREAS**, Parks and Recreation *supports the economic vitality of communities* by providing frontline jobs, childcare for the essential work force and promoting community revitalization; and

**WHEREAS**, Parks and Recreation *fosters social cohesiveness* in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

**WHEREAS**, Parks and Recreation *supports human development* and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

**WHEREAS**, Parks and Recreation *strengthens community identity* by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

**WHEREAS**, Parks and Recreation *facilitates community problem and issue resolution* by providing safe spaces to come together peacefully and facilitating conversations and services in order that our communities may heal both physically and emotionally; and

**WHEREAS**, Parks and Recreation *sustains and stewards our natural resources* by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

**WHEREAS**, Parks and Recreation *supports safe, vibrant, attractive, progressive communities* that make life better through positive alternatives offered in their recreational opportunities;

**WHEREAS**, the Board of Commissioners *supports the skilled work* of park and recreation professionals to strengthen community cohesion and resiliency, connect people with nature and each other, and provide opportunities for healthful living, social equity and environmental sustainability;

**WHEREAS**, the Board of Commissioners *values the essential services* that park and recreation professionals and volunteers perform to provide recreational and developmental enrichment for our children, youth, adults and seniors; and to ensure our parks and recreational facilities are clean, safe, and ready to use.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Commissioners does hereby proclaim July as “**Parks and Recreation Month**” and July 21<sup>st</sup>, 2023 as “**Pennsylvania Park and Recreation Professionals Day**” in Susquehanna Township

**ADOPTED** this 22nd day of June 2023.

Susquehanna Township Board of Commissioners

\_\_\_\_\_  
Frank Lynch, President

ATTEST:

\_\_\_\_\_  
David Pribulka, Secretary



# TRAFFIC ISSUES

Francis, Sumner, + Davis St.

Traffic heading west on Sumner to Francis make left turn onto Francis w/o stopping at stop signs.

Traffic heading W on Sumner blow thru stop signs + continue S onto Greenwood.

Traffic heading S on Davis fail to stop at sign + cross Sumner or make left onto Sumner.

West bound Sumner traffic make right onto Davis without stopping - almost every vehicle including school bus.

Davis Street resident got blue + white dirt bike + rides around neighborhood at high speeds 40-50 blowing thru every stop sign.

Constant speeding 40-50, even estimated 70 mph (cars going sideways around curve at Greenwood.

## SUGGESTION,

- ★ Mount small recording camera on mailbox post at 411 Davis. - stop sign visible from this location
- ★ Mount small recording camera on post by garage on Sumner (east side of 411 Davis property) Stop sign visible from this location.
- ★ Township has my permission to do so  
Elise Juera 411 Davis St.

Eventually, place a "take your axle off" speedbump before stop sign on S. Davis and on W Sumner with no middle gap. Cars on Wood St. come at you head first going down middle of road to avoid speedbump.

**RESOLUTION NO. 2023-R-15**

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA,  
DESIGNATING MID PENN BANK AS THE CENTRAL BANKING DEPOSITORY FOR  
SUSQUEHANNA TOWNSHIP**

**WHEREAS**, pursuant to Section 806-A of the First Class Township Code, Susquehanna Township, Dauphin County has solicited and reviewed proposals from qualified insured financial institutions to serve as depository of Township funds; and

**WHEREAS**, the Township has reviewed submitted proposals against several criteria including, but not limited to interest rates offered, compliance with all relevant statutes including Pennsylvania Act 72 of 1971, fees assessed, and assets under management; and

**WHEREAS**, it is the intent of the Board of Commissioners to deposit Township funds in a financial institution that can appropriately safeguard its assets and yield an interest rate consistent with market expectations for similar investments.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Susquehanna Township hereby designated Mid Penn Bank as the central banking depository for Township funds.

**BE IT, AND THE SAME IS HEREBY RESOLVED**, this 22<sup>nd</sup> day of June 2023.

**SUSQUEHANNA TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Frank Lynch, President

[SEAL]

**ATTEST:**

\_\_\_\_\_  
David Pribulka, Secretary

**RESOLUTION NO. 2023-R-16**

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR DEDICATED FIBER TO THE TOWNSHIP OFFICES AT 1900 LINGLESTOWN ROAD**

**WHEREAS**, Susquehanna Township is desirous of installing dedicated Internet fiber to provide service of sufficient bandwidth to meet its present and future needs at the Township Offices located at 1900 Linglestown Road in Harrisburg, Pennsylvania.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Susquehanna Township hereby authorizes the Township Manager to execute a Master Services Agreement with Comcast Cable Communications Management, LLC for dedicated fiber to the Township Offices at 1900 Linglestown Road.

**BE IT, AND THE SAME IS HEREBY RESOLVED**, this 22<sup>nd</sup> day of June 2023.

**SUSQUEHANNA TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Frank Lynch, President

[SEAL]

**ATTEST:**

\_\_\_\_\_  
David Pribulka, Secretary

**COMCAST  
BUSINESS****Sales Order ID**  
9499583**MSA ID**  
509768**Date Generated**  
06/16/2023**Customer Legal Name:** SUSQUEHA TOWNSHIP**Customer Name (DBA):** SUSQUEHANNA TOWNSHIP AUTHORITY**Customer Information****Name:** David Pribulka**City:** HARRISBURG**Phone:****Title:****State:** PA**Cell:** (717) 652-8265**Address 1:**1900 LINGLESTOWN RD**Zip:** 17110**Fax:****Address 2:**OFC**Email:**dpribulka@susquehannatwp.com**Total Monthly  
Recurring Charges****Total Non-Recurring  
Charges****Summary of Comcast Business Services\***

Ethernet Services

\$915.05

\$199.00

**Total Comcast Business Services****\$915.05****\$199.00****Additional Charges\***

Standard Equipment

\$34.95

**Total Additional Charges****\$34.95****\$0.00****Total Charges****\$950.00****\$199.00**

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

**Agreement**

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

**CUSTOMER (by authorized representative)**

Signature:

Name: David Pribulka

Title:

Date:



**Sales Order ID**  
9499583

**MSA ID**  
509768

**Date Generated**  
06/16/2023

**Customer Legal Name:** SUSQUEHA TOWNSHIP  
**Customer Name (DBA):** SUSQUEHANNA TOWNSHIP AUTHORITY

Ethernet Dedicated Internet	Monthly Recurring Charges	Non-Recurring Charges
1900_LINGLESTOWN RD_OFC_HARRISBURG_PA_17110	\$915.05	\$199.00
<b>Subtotal</b>	<b>\$915.05</b>	<b>\$199.00</b>
Additional Charges		
1900_LINGLESTOWN RD_OFC_HARRISBURG_PA_17110	\$34.95	
<b>Subtotal</b>	<b>\$34.95</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$950.00</b>	<b>\$199.00</b>

In Process

# COMCAST BUSINESS

**Sales Order ID**  
9499583

**MSA ID**  
509768

**Date Generated**  
06/16/2023

**Customer Legal Name:** SUSQUEHA TOWNSHIP

**Customer Name (DBA):** SUSQUEHANNA TOWNSHIP AUTHORITY

Location	Service Term (months)	Remaining Service Term (months)	Qty	Description	Monthly Recurring Charges	Non-Recurring Charges
<b>1900_LINGLESTOWN RD_OF_C_HARRISBURG_PA_17110</b>						
1900 LINGLESTOWN RD, OFC, HARRISBURG, PA 17110						
<b>Comcast Business Services</b>						
	36			Ethernet Dedicated Internet		
				Port - 1 Gbps		
				Port Installation		\$199.00
				Basic Bandwidth - 1 Gbps	\$890.05	
				Tax Jurisdiction - Interstate		
			1	Static IPv4 -/30 - 1 Usable IP		
			1	Static IPv4 -/29 - 5 Usable IPs	\$25.00	
				Transport Type - Fiber		
<b>Additional Charges</b>						
			1	Ethernet Equipment @ \$34.95 each	\$34.95	
<b>Subtotal</b>					<b>\$950.00</b>	<b>\$199.00</b>
<b>Total</b>					<b>\$950.00</b>	<b>\$199.00</b>

**COMCAST  
BUSINESS**

MSA ID 509768

Date Generated 06/16/2023

Customer Legal Name: SUSQUEHA TOWNSHIP

Customer Name (DBA): SUSQUEHANNA TOWNSHIP AUTHORITY

**COMCAST ENTERPRISE SERVICES  
MASTER SERVICES AGREEMENT (MSA)****MSA Term:** 60 months**CUSTOMER INFORMATION**

<b>Primary Contact:</b> David Pribulka	<b>Primary Contact Address Information</b>
<b>Title:</b>	<b>Address 1:</b> 1900 LINGLESTOWN RD
<b>Phone:</b>	<b>Address 2:</b> OFC
<b>Cell:</b> (717) 652-8265	<b>City:</b> HARRISBURG
<b>Fax:</b>	<b>State:</b> PA
<b>Email:</b> dpribulka@susquehannatwp.com	<b>Zip Code:</b> 17110

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA (s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at [https://business.comcast.com/privacy-statement\\_new](https://business.comcast.com/privacy-statement_new) (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**CUSTOMER (by authorized representative)**

Signature:

Name: David Pribulka

Title:

Date:



**RESOLUTION NO. 2023-R-17**

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE A SERVICE ORDER AGREEMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR INTERNET SERVICE TO THE TOWNSHIP OFFICES AT 1900 LINGLESTOWN ROAD**

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Susquehanna Township hereby authorize the Township Manager to execute a Service Order Agreement with Comcast Cable Communications Management, LLC for Internet service to the Township offices at 1900 Linglestown Road.

**BE IT, AND THE SAME IS HEREBY RESOLVED**, this 22<sup>nd</sup> day of June 2023.

**SUSQUEHANNA TOWNSHIP  
BOARD OF COMMISSIONERS**

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Frank Lynch, President

[SEAL]

**ATTEST:**

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David Pribulka, Secretary



## COMCAST BUSINESS SERVICE ORDER

Company Name: Susquehanna Township Order # 3558507

<b>Service Location:</b>		<b>Billing Location:</b>	
Address 1	<u>1900 LINGLESTOWN RD</u>	Address 1	<u>1900 LINGLESTOWN RD</u>
Address 2	<u></u>	Address 2	<u></u>
City	<u>HARRISBURG</u>	City	<u>HARRISBURG</u>
State	<u>PA</u>	State	<u>PA</u>
Zip	<u>17110</u>	Zip	<u>17110</u>
Primary Contact Name	<u>David Pribulka</u>	Billing Contact Name	<u>David Pribulka</u>
Primary Contact Phone	<u>(717) 909-9223</u>	Billing Contact Phone	<u>(717) 909-9223</u>
Primary Contact Email	<u></u>	Billing Contact Email	<u></u>
Service Term	<u>36 Months</u>	Tax Exempt	<u>No</u>
Package Code:	<u>CSR_PL_\$89.99BIPerf_SE_Pkg_3yr</u>	Promo Code:	<u></u>

Package & Promotion Details
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Data, SecurityEdge Package for discounted rate of \$89.99 for months 1-36, increasing to then regular rate in month 37. Package includes Business Internet Performance (download speed up to 250 Mbps) and SecurityEdge. 3 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 36 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. Offer requires Mobile Unlimited. After 36 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 7/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials \_\_\_\_\_

Package	Services Included	Qty	Package Monthly Service Charge <sup>1</sup>	Package Non-Recurring Charge <sup>2</sup>
Data, SecurityEdge Package	Business Internet Performance (download speeds up to 250 Mbps)	1	\$ 89.99	\$ 0.00
	SecurityEdge	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge <sup>1</sup>	Additional Non-Recurring Charge <sup>2</sup>
<b>Business Internet</b>			
Static IP -1	1	\$ 24.95	
<b>Equipment Fee</b>			
Package Equipment Fee	1	\$ 19.95	
<b>Business Voice</b>			
Basic Lines	4	\$ 99.80	
<b>Additional Fees</b>			
Standard Installation Fee / Change of Service Fee	1		\$ 69.95
<b>Total Additional Charge</b>		<b>\$ 144.70</b>	<b>\$ 69.95</b>

	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Total Charge for Service Order</b>	<b>\$ 234.69</b>	<b>\$ 69.95</b>



## COMCAST BUSINESS SERVICE ORDER

**Company Name:** Susquehanna Township **Order #** 35558507

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

#### **911 Notice**

**911 Email Notification-** If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

#### **Your Comcast voice service ("Voice Service") may have the following 911 limitations:**

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.



## COMCAST BUSINESS SERVICE ORDER

**Company Name:** Susquehanna Township **Order #** 35558507

- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.

- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

**Registered Service Location Updates-** The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	David Pribulka
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	Christopher Bevenour
Sales Representative Code	
Sales Manager Name	Ben Kling
Sales Manager Approval	
Division	NorthEast

In Process



## COMCAST BUSINESS SERVICE ORDER

Company Name: Susquehanna Township Order # 3558507

### BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net  Equipment   
 Number of Static Ips  Business Web

### BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	7175404298
Directory Listing Display Name	Susquehanna Township
DA/DL Header Text Information	Fax Lines-Telops Use Only
DA/DL Header Code Information	00247197
Standard Industry Code	0001

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	Susquehanna Tow
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

E911 Email Notification Details	
Opt-In (Yes/No)	No
Email Address	



COMCAST  
BUSINESS

## Move / Upgrade of Service Form

**Business Name:** Susquehanna Township  
**Current Billing Account Number:** 8993110580183647  
**Current Site Address:** 1900 LINGLESTOWN RD OFC HARRISBURG PA 17110  
**New Address:** 1900 LINGLESTOWN RD,null,HARRISBURG,PA,17110

To help us provide you with the best support during your move to a new location or in upgrading an existing service, please indicate your preferences for each product listed below.

**Business Internet** (A selection is required)

- Not Applicable:** I do not have Business Internet at my current location.
- Do Not Disconnect:** Leave Business Internet at my current location. I will call Comcast Business at 1-800-391-3000 to make any changes.  
*Business Internet will continue billing at this account.*
- Transfer:** I will move my Comcast Business Internet to my new account.
- Temporary Overlap of Service:** I need Business Internet at both locations for now. Business Internet will automatically be disconnected at my current location upon the earlier of (i) the date that is ninety (90) days after the date I return this form to Comcast or (ii) the date set forth below. I understand that I will be required to pay for Business Internet at my current location until it is disconnected. If you have Static IPs and choose to temporarily overlap Business Internet, you will get temporary Static IPs at your new location. Upon Business Internet being disconnected at your current location, the temporary Static IPs will be terminated and the Static IPs you have at your existing location will be transferred to the new location.

Requested Disconnect Date: \_\_\_\_\_

- Disconnect:** I will not keep Business Internet. Please disconnect it when I am installed at my new location.
- Upgrade:** Please disconnect Business Internet when Business Ethernet is installed at this location.

**SmartOffice™** (A selection is required)

- Not Applicable:** I do not have SmartOffice at my current location.
- No Change:** SmartOffice will continue to be billed at this account. I understand that if I am no longer subscribing to Comcast Business Internet, I am responsible for ensuring that an adequate internet connection is present at the Service Location to support SmartOffice.
- Disconnect:** Disconnect SmartOffice when my other services are installed at my new location. SmartOffice moves are not supported as of September 22nd, 2022 and understand my SmartOffice services will not be assigned to my new location of service. Please disconnect it when I am installed at my new location.

**Business TV** (A selection is required)

- Not Applicable:** I do not have Business TV at my current location.
- Do Not Disconnect:** Leave Business TV at my current location. I will call Comcast Business at 1-800-391-3000 to make any changes.  
*Business TV will continue billing at this account.*
- Transfer:** I will move Business TV to my new location.  
*This service is not available for use in home-based business locations.*
- Temporary Overlap of Service:** I need Business TV at both locations for now. Business TV will automatically be disconnected at my current location upon the earlier of (i) the date that is ninety (90) days after the date I return this form to Comcast or (ii) the date set forth below. I understand that I will be required to pay for Business TV at my current location until it is disconnected.

Requested Disconnect Date: \_\_\_\_\_

- Disconnect:** I will not keep Business TV. Please disconnect it when I am installed at my new location.

**Business Voice** (A selection is required)

- Not Applicable:** I do not have Business Voice at my current location.
- Telephone # Grid:** Indicate your intentions for all current voice lines in the grid below:

List **ALL** telephone numbers currently active at your current location. Please note the same telephone number cannot be active at multiple locations.

For the purposes of the below table, "No Change", "Transfer", "Temporary Overlap", "Upgrade" and "Disconnect" have the following meanings:

"No Change" - Keep the applicable number at my current location.

"Transfer" - Applicable number to be removed from my current location and transferred to my new location on day of install.

"Temporary Overlap" - The applicable number will be maintained at my current location until the earlier of (i) the date that is ninety (90) days after the date I return this form to Comcast or (ii) the date I specify.

"Upgrade" - The applicable number will be upgraded to Comcast Advanced Voice.

"Disconnect" - The applicable number will be disconnect and will not be transferred to my new location.

Telephone #	Line Status
	Indicate no change, transfer, temporary overlap, upgrade, or disconnect.
7176525628	Transfer
7176033094	Transfer
7175404298	Transfer
7175404295	Transfer

Do you currently have Remote Call Forwarding (RCF) set up on any lines (Y/N)? \_\_\_\_\_<sup>n</sup>

**Toll Free Configuration** (required for customers who have Comcast Business Toll Free Phone Numbers)

Toll Free #	Translation #	Line Status
		Indicate no change, transfer, upgrade, or disconnect.

If voice service is needed at your current and new location, you will be charged activation fees twice: first for the new lines and second for the transfer of the existing lines.

**Advanced Services** (A selection is required)**Business VoiceEdge™/ PRI/ SIP**

- Not Applicable :** I do not have Business VoiceEdge, PRI, or SIP at my current location.
- Do Not Disconnect:** Leave my Advanced Voice products active at this location. I will call to make changes at 877-543-3961 for PRI / SIP or 877-761-7401 for BVE.  
BVE, PRI, or SIP will continue to be billed at this location.
- Transfer:** I will move my Advanced Voice products to my new location.  
Please note telephone numbers cannot be active in two locations or products at the same time. [Sign in to My Account to save important voicemails locally.](#) These will not be available online once your service is disconnected.
- Disconnect:** I will not keep BVE, PRI, or SIP. Please disconnect them when I am installed at my new location.

\_\_\_\_\_  
Authorized Signature

David Pribulka

\_\_\_\_\_  
Date of Letter

7179099223

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Customer Contact Telephone Number

**Note:** This form serves as an authorized written request to transfer existing Comcast Business services. The preferred disconnect date cannot be prior to the date in this letter without approval from a Comcast Representative.



**RESOLUTION NO. 2023-R-18**

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA  
APPOINTING ALTERNATE MEMBERS TO SERVE ON THE SUSQUEHANNA TOWNSHIP  
PLANNING COMMISSION FOR A TERM ENDING DECEMBER 31, 2026**

**WHEREAS**, pursuant to Section 203(e) of the Pennsylvania Municipalities Planning Code, the Board of Commissioners may appoint no more than three residents to serve as alternate members of the Susquehanna Township Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Susquehanna Township hereby appoints Gary Rothrock, Diane Kripas, and Stephen Drachler to serve as Alternate Members of the Planning Commission for a term expiring December 31, 2026.

**BE IT, AND THE SAME IS HEREBY RESOLVED**, this 22<sup>nd</sup> day of June 2023.

**SUSQUEHANNA TOWNSHIP  
BOARD OF COMMISSIONERS**

---

Frank Lynch, President

[SEAL]

**ATTEST:**

---

David Pribulka, Secretary





62-023-021

**RESOLUTION NO. 2023-R-19**

**A RESOLUTION OF SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA AUTHORIZING THE PRESIDENT AND SECRETARY TO EXECUTE AN EASEMENT AGREEMENT WITH CAPITAL BLUE CROSS, INC. FOR PROPERTY LOCATED AT 2500 ELMERTON AVENUE (D.C. TAX PARCEL 62-023-068)**

**WHEREAS**, Susquehanna Township is desirous of installing a turnaround feature near the terminus of Goose Valley Road to enable safer ingress and egress for emergency responders and municipal vehicles and equipment; and

**WHEREAS**, a permanent highway easement is required from property located at 2500 Elmerton Avenue under the ownership of Capital Blue Cross, Inc. (hereafter, "Grantor") to enable the construction of the public improvement; and

**WHEREAS**, in lieu of condemnation, Grantor has agreed to convey the easement to Susquehanna Township ("Grantee") for a sum of \$1.00 plus any applicable legal expenses eligible to be recovered by Grantor for said conveyance; and

**WHEREAS**, the Deed of Easement has been attached hereto as Exhibit "A" and made part of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Susquehanna Township hereby authorizes the President and Secretary to execute an easement agreement with Capital Blue Cross, Inc. accepting an easement on property located at 2500 Elmerton Avenue (Dauphin County Tax Parcel 62-023-068).

**BE IT, AND THE SAME IS HEREBY RESOLVED**, this 22<sup>nd</sup> day of June 2023.

**SUSQUEHANNA TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Frank Lynch, President

[SEAL]

**ATTEST:**

\_\_\_\_\_  
David Pribulka, Secretary

Exhibit "A"

**Prepared By:** Herbert, Rowland & Grubic, Inc.  
369 East Park Drive  
Harrisburg, PA 17111

**Return To:** Herbert, Rowland & Grubic, Inc.  
369 East Park Drive  
Harrisburg, PA 17111

**Site Location:** Tax Parcel No. 62-023-068

LPS - 12 (9/20)

FEDERAL PROJECT NO.	N/A
PROJECT NAME/ROUTE	Goose Valley Road Turnaround
COUNTY	Dauphin
MUNICIPALITY	Susquehanna Township
PARCEL NO.	62-023-067
CLAIM NO.	N/A
CLAIMANT	Capital Blue Cross, Inc.

**DEED OF EASEMENT**

THIS INDENTURE is made this \_\_\_ day of \_\_\_\_\_, by Capital Blue Cross, Inc., a Pennsylvania non-profit corporation, owner(s) of property affected by the construction or improvement of the above mentioned Route, its heirs, executors, administrators, successors, and/or assigns (“GRANTOR”), and the Township of Susquehanna, a Pennsylvania municipality, with its offices of administration located at 1900 Linglestown Road, Harrisburg, PA 17110 (“GRANTEE”).

**WITNESSETH:**

WHEREAS, the GRANTEE intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn GRANTOR’s property for transportation construction or improvement on the above referenced Route; and

WHEREAS, the parties have agreed that, in lieu of condemnation, the GRANTOR will convey to the GRANTEE a highway easement unlimited in vertical dimension and other estate(s) as designated, if any, from the property or portion thereof required by the GRANTEE.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the GRANTOR does hereby grant and convey to the GRANTEE an easement for highway purposes and such other estate(s), if any, as designated on the plot plan attached hereto and made a part hereof and set forth below.

BEING all or a portion of the same property conveyed or devised to the GRANTOR by deed of Commonwealth National Bank, Sharon S. Baisden, Serena S. Burris and Sandra K. Prahl, Executors under the Will of Park C. Sheesley, and Sharon S. Baisden, individual, dated December 15, 1986 and recorded in Deed Book 862 Page 354 in the Office of the Recorder of Deeds in and for Dauphin County, together with the improvements, hereditaments and appurtenances thereto. This conveyance contains 2,400 square feet of permanent highway easement and is identified on GRANTEE plans as Parcel 62-023-067. The GRANTOR warrants GENERALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the GRANTEE, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the GRANTEE owns the right of support and no mineral activities may take place on the surface of the land acquired by the GRANTEE.

The GRANTOR does further remise, release, quitclaim and forever discharge the GRANTEE or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does further indemnify the GRANTEE against any claim made by any lessee of the aforesaid property who has not entered into a Settlement Agreement with the GRANTEE.

The covenants, terms, and conditions of this Indenture shall be binding upon the GRANTOR and the GRANTOR's heirs, executors, administrators, successors and assigns.

**Certificate of Residence**

I hereby certify the Grantee's precise residence to be:

1900 Linglestown Road, Harrisburg, PA 17110

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Agent for the Grantee

IN WITNESS WHEREOF, the GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

**INDIVIDUALS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENTITIES\***

GRANTOR:

Capital Blue Cross, Inc.  
\_\_\_\_\_  
(Name of Entity)

BY: \_\_\_\_\_  
Michael Ketner, Vice President, Facilities &  
Support Services

BY: \_\_\_\_\_

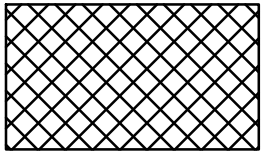
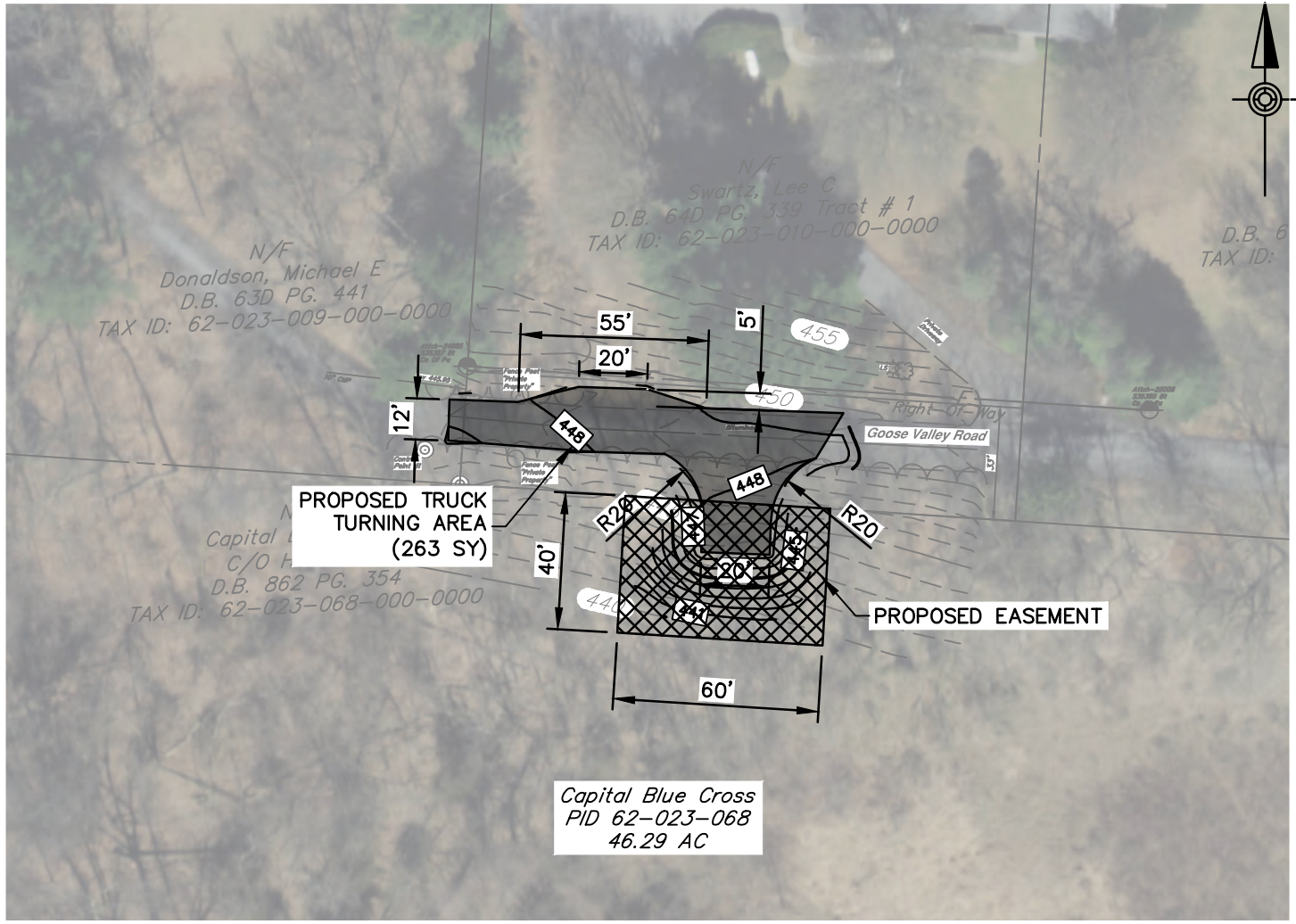
\* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity

**INDIVIDUAL**

**ENTITY**

STATE OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_,  
the undersigned officer, personally appeared  
\_\_\_\_\_  
\_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person(s) whose  
name(s) \_\_\_\_\_ subscribed to the within instrument,  
and acknowledged that \_\_\_\_\_ executed the  
instrument for the purposes contained in it.  
In witness whereof, I hereto set my hand and official  
seal.  
\_\_\_\_\_  
\_\_\_\_\_  
[Signature]  
[Title]  
[Seal]

STATE OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, \_\_\_\_\_, the undersigned  
officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who acknowledged \_\_\_\_\_ self  
to be the \_\_\_\_\_ [title] of  
\_\_\_\_\_ [name of entity],  
and that as such \_\_\_\_\_  
\_\_\_\_\_ [title], being authorized to do so,  
executed the foregoing instrument for the purposes  
contained in it by signing on behalf of the entity as  
\_\_\_\_\_ [title].  
In witness whereof, I hereto set my hand and official seal.  
\_\_\_\_\_  
\_\_\_\_\_  
[Signature]  
[Title]  
[Seal]



PERMANENT HIGHWAY EASEMENT  
2,400 S.F.



**NOTES:**

1. PROPOSED EASEMENT AREAS ARE AS SHOWN.
2. PROPOSED DESIGN FEATURES DEPICTED ON THIS PLAN ARE FOR GENERAL INFORMATION ONLY AND ARE NOT TO BE CONSTRUED AS AN EXACT REPRESENTATION OF THE ENGINEERING DRAWINGS.
3. ALL PROPERTY LINE INFORMATION SHOWN IS BASED UPON TAX MAPS, DEEDS AND PLANS OF RECORD. HERBERT, ROWLAND & GRUBIC, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SAID INFORMATION.
4. ALL EXISTING RIGHT-OF-WAY AND EASEMENT LINE INFORMATION SHOWN IS BASED UPON TAX MAPS AND PLANS OF RECORD. HERBERT, ROWLAND & GRUBIC, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SAID INFORMATION.

PROJECT #: 000242.0527	
DATE: MAY 15, 2023	
SCALE: AS SHOWN	
PM: A. GREENLY	
SHEET:	
<b>EASEMENT</b>	<b>1</b>

**GOOSE VALLEY RD HIGHWAY EASEMENT  
FOR  
2023 SUSQUEHANNA TWP PAVING PROJECT**

SUSQUEHANNA TOWNSHIP    DAUPHIN COUNTY    PENNSYLVANIA

**HERBERT, ROWLAND & GRUBIC, INC.**  
369 EAST PARK DRIVE  
HARRISBURG, PA 17111  
717.564.1121 | hrg-inc.com





Herbert, Rowland & Grubic, Inc.  
369 East Park Drive  
Harrisburg, PA 17111  
717.564.1121  
www.hrg-inc.com

June 19, 2023

Dave Pribulka, Manager  
Susquehanna Township  
1900 Linglestown Road  
Harrisburg, Pennsylvania 17110

**Re: Recommendation to Award, 2023 Susquehanna Township Paving Project  
Susquehanna Township**

Dear Mr. Pribulka:

We have reviewed the bids for the above captioned project which were received on June 1, 2023. All bids appear to be in order and with no irregularities found. The low bidder is a reputable and qualified contractor.

We recommend that the Board award this contract including the following paving locations:

- Base Bid - Valley Road, Goose Valley Road, Crooked Hill Road, Rose Hill Road
- Alternate 1 - Maple Shade Drive
- Alternate 2 - Goose Valley Road Turnaround
- Alternate 4 - Locust Lane (Base Repair Option)

to Construction Master Services, Inc. for a combined unit price bid amount of \$954,119.50 subject to receipt of acceptable Performance and Payment Bonds. We also recommend authorizing the issuance of Notice of Intent to Award to Construction Master Services, Inc. transmitting the Agreement and bonds for execution.

Sincerely,

**Herbert, Rowland & Grubic, Inc.**

A handwritten signature in black ink, appearing to read 'Alex Greenly', with a small circular stamp or mark to the right.

Alex Greenly, PE  
Project Manager

AG  
R000242.0523

p:\0002\000242\_0527\admin\bidning\award\01 recommendation of award to owner\recommendation of award.docx

## Base Bid & All Alternates

	Construction Masters Services, LLC	Pennsy Supply	New Enterprise Stone & Lime Co., Inc.	JVI Group Inc
Valley Road	\$162,291.50	\$145,063.00	\$160,680.00	\$179,795.00
Goose Valley Road	\$49,069.00	\$43,845.00	\$58,500.00	\$61,000.00
Crooked Hill Road	\$378,001.10	\$357,064.20	\$352,056.00	\$430,496.00
Rose Hill Road	\$68,051.75	\$80,788.30	\$71,630.00	\$90,945.00
<b>Total Base Bid</b>	<b>\$657,413.35</b>	<b>\$626,760.50</b>	<b>\$642,866.00</b>	<b>\$762,236.00</b>
<b>Maple Shade (Alt 1)</b>	<b>\$121,540.00</b>	<b>\$111,319.00</b>	<b>\$129,400.00</b>	<b>\$129,650.00</b>
<b>Goose Valley Turn Around (Alt 2)</b>	<b>\$54,977.85</b>	<b>\$88,449.60</b>	<b>\$69,202.00</b>	<b>\$61,462.00</b>
<b>Locust Lane CIP (Alt 3)</b>	<b>\$171,156.65</b>	<b>\$159,221.75</b>	<b>\$175,544.00</b>	<b>\$13,704,201.00</b>
<b>Locust Lane w/ Base Repair (Alt 4)</b>	<b>\$120,188.30</b>	<b>\$151,796.70</b>	<b>\$129,968.00</b>	<b>\$160,527.00</b>
<b>Total Base Bid &amp; All Alts</b>	<b>\$1,125,276.15</b>	<b>\$1,137,547.55</b>	<b>\$1,146,980.00</b>	<b>\$14,818,076.00</b>

## Base Bid & Alternates 1,2,3

	Construction Masters Services, LLC	Pennsy Supply	New Enterprise Stone & Lime Co., Inc.	JVI Group Inc
Valley Road	\$162,291.50	\$145,063.00	\$160,680.00	\$179,795.00
Goose Valley Road	\$49,069.00	\$43,845.00	\$58,500.00	\$61,000.00
Crooked Hill Road	\$378,001.10	\$357,064.20	\$352,056.00	\$430,496.00
Rose Hill Road	\$68,051.75	\$80,788.30	\$71,630.00	\$90,945.00
<b>Total Base Bid</b>	<b>\$657,413.35</b>	<b>\$626,760.50</b>	<b>\$642,866.00</b>	<b>\$762,236.00</b>
<b>Maple Shade (Alt 1)</b>	<b>\$121,540.00</b>	<b>\$111,319.00</b>	<b>\$129,400.00</b>	<b>\$129,650.00</b>
<b>Goose Valley Turn Around (Alt 2)</b>	<b>\$54,977.85</b>	<b>\$88,449.60</b>	<b>\$69,202.00</b>	<b>\$61,462.00</b>
<b>Locust Lane w/ Cold In Place (Alt 3)</b>	<b>\$171,156.65</b>	<b>\$159,221.75</b>	<b>\$175,544.00</b>	<b>\$13,704,201.00</b>
<b>Total Base Bid &amp; Alts 1,2,3</b>	<b>\$1,005,087.85</b>	<b>\$985,750.85</b>	<b>\$1,017,012.00</b>	<b>\$14,657,549.00</b>



Herbert, Rowland & Grubic, Inc.  
369 East Park Drive  
Harrisburg, PA 17111  
717.564.1121  
www.hrg-inc.com

June 19, 2023

Dave Pribulka, Manager  
Susquehanna Township  
1900 Linglestown Road  
Harrisburg, Pennsylvania 17110

**Re: Recommendation to Award, Edgemont Park ADA Improvements Project  
Susquehanna Township**

Dear Mr. Pribulka:

We have reviewed the bids for the above captioned project which were received on June 1, 2023. All bids appear to be in order and with no irregularities found. The low bidder is a reputable and qualified contractor.

We recommend that the Board award this contract to Kinsley Construction, Inc. for a unit price bid amount of \$125,200.00 subject to receipt of acceptable Performance and Payment Bonds. We also recommend authorizing the issuance of Notice of Intent to Award to Kinsley Construction, Inc. transmitting the Agreement and bonds for execution.

Sincerely,

**Herbert, Rowland & Grubic, Inc.**

A handwritten signature in black ink, appearing to read 'Alex Greenly', is written over a faint, light-colored signature line.

Alex Greenly, PE  
Project Manager

AG  
R000242.0523

p:\0002\000242\_0523\admin\bidding\award\01 recommendation of award to owner\recommendation of award.docx



OWNER:

Susquehanna Township

BID DATE:

June 1, 2023

11:00 A.M.

PROJECT:

Edgemont Park ADA Improvements

BIDDER	ATTACHMENTS					TOTAL BASE BID
	BID SECURITY	NON-COLLUSION AFFIDAVIT	PUBLIC WORKS EMPLOYMENT VERIFICATION	EVIDENCE OF AUTHORITY TO DO BUSINESS IN THE STATE OF THE PROJECT	EEO	
Kinsley Construction Sitework	X	X	X	X	X	\$125,200.00
Farhat Excavating, LLC	X	X	X	X	X	\$125,575.00
Rogele, Inc.	X	X	X	X	X	\$136,463.00
SLC Excavating	X	X	X	X	X	\$137,964.88
Mid-State Paving and Excavating	X	X	X	X	X	\$158,048.25
Construction Masters Services, LLC	X	X	X	X	X	\$161,945.50
JVI Group Inc	X	X	X	X	X	\$175,850.00

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED THURSDAY, JUNE 1, 2023.



TYSON FENCE CO. 7921 GRAYSON ROAD  
HARRISBURG, PA 17111 (717) 564-3116

# PROPOSAL/CONTRACT

Page 1  
06/12/2023

### Customer Information:

Suquehanna township  
Elmerton Ave  
HARRISBURG, PA

### Job Information:

Tennis court fence  
ATTN DOUG KNAUSS  
717-576-3886

### Notes:

- Remove existing tennis court fencing, cut posts off at grade, fill in holes, remove concrete footers at corners and gate posts, furnish and install new ensor green c.l.f., 1 3/4" x 9 gage fabric (148 steel core), all posts 3" sps -40 heavy duty, top and bottom rails, brace and truss at corners, one 4'x 7' gate with hardware, mount existing light switch
- Prevailing wage applies

Price: \$39,890.00

Co stars  
Contract # 4400028134  
Good through 2/01/24

TYSON FENCE CO. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

TYSON FENCE CO. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. TYSON FENCE CO. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does TYSON FENCE CO. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

TYSON FENCE CO. will assume the responsibility for having underground public utilities located and marked. However, TYSON FENCE CO. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing TYSON FENCE CO. to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. Additional cost for time and material will be incurred if rock is hit while drilling. There will be a charge of \$75 per hole if a jackhammer is required. The full amount of this contract along with any additional charges will become

payable upon completion of all work whether or not it has been invoiced. All materials will remain the property of TYSON FENCE CO. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to TYSON FENCE CO. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

TYSON FENCE CO. agrees to accept payment by Mastercard or Visa in whole or in part. Acceptance of a check, draft, credit card payment, or any remittance except legal tender shall not constitute payment until such items are fully paid and until such time, Seller shall retain title to and have a security interest in all goods cover by such remittances. If any form of payment other than legal tender is dishonored or rejected without final payment, TYSON FENCE CO., shall have the right to pursue any remedy at law or in equity to collect same. A finance charge of 2% per month (or a minimum of \$1.00), which is an annual percentage rate of 24%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced.

Our workers are fully covered by Workmen's Compensation Insurance. Building permits are the responsibility of the owner.

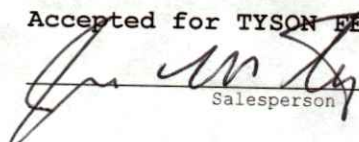
NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

### Approved & Accepted for Customer:

Contract Amount : \$ \_\_\_\_\_  
Down Payment: \$ \_\_\_\_\_  
Balance Due: \$ \_\_\_\_\_

\_\_\_\_\_ Customer \_\_\_\_\_ Date

### Accepted for TYSON FENCE CO.:

 \_\_\_\_\_ Salesperson  
\_\_\_\_\_ Date 6/12/23

ALPHA SPACE CONTROL, LLC

**Estimate**

1580 GABLER ROAD  
 CHAMBERSBURG, PA 17201  
 PH: (717) 263-0182  
 F: (717) 263-1193  
 WWW.ALPHASPACECONTROL.COM

DATE	PRO/SALES ...
6/13/2023	23-802

NAME / ADDRESS  
 SUSQUEHANNA TOWNSHIP  
 DAUPHIN COUNTY  
 1900 Linglestown Road,  
 Harrisburg, PA 17110  
 ATTN: NATE

JOB: 2023 INTERSECTION MARKINGS 23-...  
 ADDRESS:  
 CITY/ST: DAUPHIN COUNTY, PA

TERMS
Net 30

CUSTOMER P.O. NO.

TERMS
NET 30

SALES REP:
RICH

QTY	DESCRIPTION	COST	TOTAL
387	ROAD STRIPING: LF OF 24" WHITE EXTRUDE THERMOPLASTIC (90 MIL) STOP BARS	12.00	4,644.00
3,836	LF OF 24" WHITE EXTRUDE THERMOPLASTIC (90 MIL) PLANO KEY CROSSWALKS	12.00	46,032.00
72	LF OF 12" WHITE EXTRUDE THERMOPLASTIC (90 MIL) VASCAR LINE	6.00	432.00
12	PENNDOT ARROWS EXTRUDE THERMOPLASTIC (90 MIL)	225.00	2,700.00
8	STOP LEGENDS (8)	245.00	1,960.00
	PLACING MARKING OVER EXISTING AND LETTING EXISTING WEAR OFF PENNSYLVANIA SALES TAX	0.00	0.00
		6.00%	0.00
<b>TOTAL</b>			<b>\$55,768.00</b>

IF THE ABOVE IS AGREED TO, PLEASE SIGN, DATE AND RETURN ORIGINAL COPY.  
 RETAIN DUPLICATE COPY FOR YOUR FILES, WE RESERVE THE RIGHT TO  
 WITHDRAW THIS PROPOSAL IF NOT ACCEPTED IN 30 DAYS.

**TOTAL** \$55,768.00  
 SIGN/DATE \_\_\_\_\_

**Rich Pryor**

---

**From:** Nathan Bragunier <nbragunier@susquehannatwp.com>  
**Sent:** Monday, June 12, 2023 1:00 PM  
**To:** Rich Pryor  
**Cc:** Mease, Travis  
**Subject:** Susquehanna Township

Rich,

Thank you for calling me back. Below is the Thermo list if you have any questions please reach out.

Walker Mill Rd & Aspen Way  
4 Stop Bars 64 X 24"  
2 Piano key cross walks 1) crossing walker will 1) across Aspen Way 192 X 24"  
  
Kohn Rd at Walker Mill rd  
4 stop bars 54 X 24"  
2 cross walks  
1 cross walk across Kohn Rd south side 153 X 24"  
1 across New Dawn Dr. 90 X 24" 4 Stop legends  
Piano key  
  
Kohn Rd Capital Dr. On Kohn Rd  
Left turn Arrow and Stop Bar 11 X 24" 1 Arrow  
  
Kohn Rd and Reserve way  
Piano key across Kohn Rd 108 X 24"  
2 12" vascar lines 72' X 12"  
  
Kohn Rd and Dotson Ct. On Kohn Rd  
Piano Key Cross walk 126 X 24" REMOVAL  
  
N Progress Ave and Pheasant Hill Rd across Progress Ave.  
Piano Key Cross walk 210 X 24" REMOVAL  
  
Alianthus Ln mid block trail crossing  
Panio Key cross walk 66 X 24"  
  
Crooked Hill road and Weatherford way and Rock Fall  
4 Stop bars 56 X 24"  
4 Piano key cross walks 807 X 24" Removal 4 Stop legends  
  
Continental Dr and Laurel Ridge Rd  
4 piano key cross walks 588 X 24"  
  
Edgemont Rd and Herr Street  
Edgemonts Rd south Stop Bar 12 X 24"  
Herr West Stop Bars and left turn Arrow 24 X 24" 1 Arrow  
  
N Progress and Thea Dr. on Thea  
2 stop bars 24 X 24"  
2 left arrows 2 Arrows  
2 right arrows 2 Arrows  
  
N. Progress and Vartan Way on Vartan  
Stop bars 24 X 24"  
1 left arrow 1 Arrow  
1 right Arrow 1 Arrow  
  
Progress Ave and Union deposit Rd.  
All 4 sides Lone Line Cross walks 948' X 24"  
  
Nationwide Dr and Progress Ave.  
On Nationwide



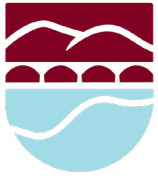
3 stop bars 50' x 24"  
2 left arrows 2 Arrows  
2 right arrows 2 Arrows

School House Ln and Shell Street 408' x 24"  
All 4 sides Piano key cross walks 68' x 24"  
4 stop bars

Front St. @ Kingstons 168' x 24'  
SUSQUEHANNA 1 X-WALK



**NATHAN BRAGUNIER**  
Director of Public Works  
nbragunier@susquehannatwp.com  
717-233-7143



# Susquehanna TOWNSHIP

1900 Linglestown Road | Harrisburg, PA 17110

Phone 717.545.4751 | Fax 717.540.4298

susquehannatwp.com

## MEMORANDUM

Date: June 22, 2023

To: Susquehanna Township Board of Commissioners

CC: David Pribulka, Township Manager

From: Doug Knauss, Director of Parks and Recreation

Re: Chapter 16, Parks and Recreation Ordinance Amendment

The Parks and Recreation Department has been reviewing its current Rules and Regulations and have found the need for updates to several current rules. The following are updates to the ordinance.

Below are the current ordinance sections and each rule as written. The text below in bold and italics describes the proposed amended language.

### 16-103. Prohibited Conduct

A. Injure, deface, remove, cut, or damage any of the trees, plants, shrubs, turf, buildings, structures, signs, or fixtures, or any other property of the Township of Susquehanna located within a park.

***“Willful destruction of or damage to any of the trees, plants, shrubs, turf, buildings, structures, signs, or amenities, or any other property of the Township of Susquehanna located within a park.”***

C. Kindle or maintain any fire in the park, except in fireplaces or areas specially designated for that purpose.

***“Kindle or maintain any fire in the park with the exception of the use of provided charcoal grills.”***

D. Remove any bench, seat, table, or other appliance without permission.

***“Remove or relocate any bench, seat, table, or other amenities without permission.”***

E. Injure, deface, destroy, or remove any notice, rule, or regulation posted at any place within the park; nor shall any notice or placard be posted within the park other than by the authority of said

Board of Commissioners of the Township of Susquehanna.

***“Willful destruction or removal of any notice, rule, or regulation posted at any place within the park; nor shall any notice or placard be posted within the park other than by the authority of said Board of Commissioners of the Township of Susquehanna or authorized Township personnel.”***

F. Set up any booth, table or stand for the sale of any article or service whatsoever within the limits of the park; or distribute, sell, service, or rent any services or commodity or solicit for any purpose without permission of the Board of Commissioners or the Township of Susquehanna.

***“Merchandising, no person shall offer, distribute, supply, rent, or sell any literature, commodity, article, material, equipment, service, or supply whatsoever within the limits of the park; for any purpose without permission of the Board of Commissioners or the Township of Susquehanna or authorized personal.”***

K. Play ball, swim, golf, pitch horseshoes, engage in archery, camp, or launch, dock or land any boat engage in finding buried objects with special detectors, or participate in any other form of recreation, sporting endeavor, or pastime except in those areas which may be designated from time to time for that purpose.

***“Recreational activities such as but not limited to horseshoes, archery, camping, that may damage or put other park users at risk. For Boyd Park the launching, and use of motorized boats, self-propelled boats, or flotation devices. For Boyd Park swimming, or wading.”***

N. Operate a snowmobile, minibike, motorcycle, or any vehicle, recreational or otherwise, except on designated trails, or areas set aside for their use.

***“Operate a snowmobile, minibike, motorcycle, or any vehicle, recreational or otherwise on trails, or park facilities.”***

T. Allow pets to run at large out of control.

***“Allow pets to run at large out of control, and on playgrounds, athletic fields, and playing courts.”***

U. Smoke cigarettes, cigars, or pipe tobacco or use any smoke-producing tobacco product in any other form.

***“Smoke cigarettes, cigars, or pipe tobacco or use any smoke-producing tobacco product in any other form. The use of vaping devices or any other form of e-cigarettes.”***

Additions:

***“Gambling of any sort on recreation, park, or trail facilities.”***

## 16-104 Fishing

All laws pertaining to fishing in the Commonwealth shall apply to fishing in parks and recreation areas, and provisions thereof are hereby incorporated by reference.

***“All laws pertaining to fishing in the Commonwealth shall apply to fishing in parks and recreation areas, and provisions thereof are hereby incorporated by reference. Boyd Park is a catch-and-release facility.”***

## 16-109 Penalties

Any person, firm, or corporation who shall violate any provision of this part shall, upon conviction thereof be sentenced to pay a fine not more than \$600 and in default of payment, to imprisonment not to exceed 30 days.

***“Any person, firm, or corporation who shall violate any provision of this part shall, upon conviction thereof be sentenced to pay a fine not more than \$1000, plus costs, and in default of payment, to imprisonment not to exceed 90 days.”***

Staff is recommending that the proposed changes be reviewed by the Recreation Advisory Committee for a recommendation to amend Chapter 16, Parks and Recreation of the Susquehanna Township Code of Ordinances as described in this memorandum.

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 30.2108110

To Susquehanna Township  
 Owner: 1900 Linglestown Rd  
 Harrisburg, PA 17110

Project 21081. Susquehanna Twp Admin Office  
 Renovations

Application No. : 10

Distribution to :  
 Owner  
 Architect  
 Contractor

From Contract: eciConstruction, LLC  
 124 West Church Street  
 Dillsburg, PA 17019

Via Architect: TONO Architects  
 436 West James Street, Suite 100  
 Lancaster PA 17603

Project Nos

Contract



Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$935,300.00
2. Net Change By Change Order .....	\$135,550.00
3. Contract Sum To Date .....	\$1,070,850.00
4. Total Completed and Stored To Date .....	\$1,020,452.50
5. Retainage:	
a. 1.27% of Completed Work	\$12,964.74
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$12,964.74
6. Total Earned Less Retainage .....	\$1,007,487.76
7. Less Previous Certificates For Payments .....	\$1,004,540.66
8. Current Payment Due .....	\$2,947.10
9. Balance To Finish, Plus Retainage .....	\$63,362.24

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: eciConstruction, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public:  
 My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$2,947.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$153,279.00	\$17,729.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$153,279.00	\$17,729.00
Net Changes By Change Order	<b>\$135,550.00</b>	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10

Application Date : 05/30/23

To: 05/31/23

Architect's Project No.:

Invoice # : 30.2108110

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	DIVISION 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
2	Bond	9,353.00	9,353.00	0.00	0.00	9,353.00	100.00%	0.00	
3	Submittals	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	
4	Baseline Schedule	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	
5	Mobilization	14,030.00	14,030.00	0.00	0.00	14,030.00	100.00%	0.00	
6	Survey & Layout	3,033.00	3,033.00	0.00	0.00	3,033.00	100.00%	0.00	
7	Onsite Project Coordination	28,082.00	28,082.00	0.00	0.00	28,082.00	100.00%	0.00	
8	Periodic Cleaning	7,140.00	7,140.00	0.00	0.00	7,140.00	100.00%	0.00	
9	Final Cleaning	1,590.00	1,590.00	0.00	0.00	1,590.00	100.00%	0.00	
10	Punch List	5,138.00	4,110.40	1,027.60	0.00	5,138.00	100.00%	0.00	
11	DIVISION 2	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
12	Selective Demolition	31,751.00	31,751.00	0.00	0.00	31,751.00	100.00%	0.00	
13	DIVISION 3	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
14	Concrete Reinforcement Materials	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00%	0.00	
15	Concrete Footings; L	3,395.00	3,395.00	0.00	0.00	3,395.00	100.00%	0.00	
16	Concrete Footings; M	2,192.00	2,192.00	0.00	0.00	2,192.00	100.00%	0.00	
17	Flooring Removal and Slab Prep; L	9,208.00	9,208.00	0.00	0.00	9,208.00	100.00%	0.00	
18	Flooring Removal and Slab Prep; M	3,410.00	3,410.00	0.00	0.00	3,410.00	100.00%	0.00	
19	DIVISION 5	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
20	Structural Metal Framing; L	3,346.00	3,346.00	0.00	0.00	3,346.00	100.00%	0.00	
21	Structural Metal Framing; M	8,341.00	8,341.00	0.00	0.00	8,341.00	100.00%	0.00	
22	DIVISION 6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
23	Wood Blocking/Nailers; L	1,123.00	1,123.00	0.00	0.00	1,123.00	100.00%	0.00	
24	Wood Blocking/Nailers; M	384.00	384.00	0.00	0.00	384.00	100.00%	0.00	
25	Cabinets/Countertops/Millwork/Trim; L	10,933.00	10,933.00	0.00	0.00	10,933.00	100.00%	0.00	
26	Cabinets/Countertops/Millwork/Trim; M	26,347.00	26,347.00	0.00	0.00	26,347.00	100.00%	0.00	
27	DIVISION 7	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
28	Board Insulation/Batt Insulation; L	973.00	973.00	0.00	0.00	973.00	100.00%	0.00	
29	Board Insulation/Batt Insulation; M	734.00	734.00	0.00	0.00	734.00	100.00%	0.00	
30	Blanket Insulation; L	1,012.00	1,012.00	0.00	0.00	1,012.00	100.00%	0.00	
31	Blanket Insulation; M	1,802.00	1,802.00	0.00	0.00	1,802.00	100.00%	0.00	
32	Air Barriers; L	1,120.00	1,120.00	0.00	0.00	1,120.00	100.00%	0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10

Application Date : 05/30/23

To: 05/31/23

Architect's Project No.:

Invoice # : 30.2108110

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
33	Air Barriers; M	2,080.00	2,080.00	0.00	0.00	2,080.00	100.00%	0.00	
34	EPDM Roofing, Wall Panels; L	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	
35	EPDM Roofing, Wall Panels; M	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00%	0.00	
36	Caulking/Sealants; L	2,761.00	2,761.00	0.00	0.00	2,761.00	100.00%	0.00	
37	Caulking/Sealants; M	178.00	178.00	0.00	0.00	178.00	100.00%	0.00	
38	DIVISION 8	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
39	Doors, Frames, & Hardware; L	7,678.00	5,758.50	1,919.50	0.00	7,678.00	100.00%	0.00	
40	Doors, Frames, & Hardware; M	31,058.00	31,058.00	0.00	0.00	31,058.00	100.00%	0.00	
41	Coiling Counter Doors; L	3,292.00	3,292.00	0.00	0.00	3,292.00	100.00%	0.00	
42	Coiling Counter Doors; M	4,023.00	4,023.00	0.00	0.00	4,023.00	100.00%	0.00	
43	Aluminum Entrances, Storefronts, Glazing; L	28,006.00	28,006.00	0.00	0.00	28,006.00	100.00%	0.00	
44	Aluminum Entrances, Storefronts, Glazing; M	42,010.00	42,010.00	0.00	0.00	42,010.00	100.00%	0.00	
45	DIVISION 9	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
46	Non-structural Metal Stud Framing; L	9,262.00	9,262.00	0.00	0.00	9,262.00	100.00%	0.00	
47	Non-structural Metal Stud Framing; M	10,381.00	10,381.00	0.00	0.00	10,381.00	100.00%	0.00	
48	Drywall; L	22,476.00	22,476.00	0.00	0.00	22,476.00	100.00%	0.00	
49	Drywall; M	4,718.00	4,718.00	0.00	0.00	4,718.00	100.00%	0.00	
50	Ceramic Tile; L	3,240.00	3,240.00	0.00	0.00	3,240.00	100.00%	0.00	
51	Ceramic Tile; M	2,160.00	2,160.00	0.00	0.00	2,160.00	100.00%	0.00	
52	Acoustical Ceilings; L	12,982.00	12,982.00	0.00	0.00	12,982.00	100.00%	0.00	
53	Acoustical Ceilings; M	19,472.00	19,472.00	0.00	0.00	19,472.00	100.00%	0.00	
54	LVT Flooring; L	2,076.00	2,076.00	0.00	0.00	2,076.00	100.00%	0.00	
55	LVT Flooring; M	7,401.00	7,401.00	0.00	0.00	7,401.00	100.00%	0.00	
56	Carpet; L	2,715.00	2,715.00	0.00	0.00	2,715.00	100.00%	0.00	
57	Carpet; M	17,488.00	17,488.00	0.00	0.00	17,488.00	100.00%	0.00	
58	Resilient Base, Nosings, Transistions; L	2,610.00	2,610.00	0.00	0.00	2,610.00	100.00%	0.00	
59	Resilient Base, Nosings, Transistions; M	6,025.00	6,025.00	0.00	0.00	6,025.00	100.00%	0.00	
60	Painting; L	6,038.00	6,038.00	0.00	0.00	6,038.00	100.00%	0.00	
61	Painting; M	11,212.00	11,212.00	0.00	0.00	11,212.00	100.00%	0.00	
62	DIVISION 10	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
63	Signage; L	4,611.00	4,611.00	0.00	0.00	4,611.00	100.00%	0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10

Application Date : 05/30/23

To: 05/31/23

Architect's Project No.:

Invoice # : 30.2108110

Contract : 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
64	Signage; M	8,563.00	8,563.00	0.00	0.00	8,563.00	100.00%	0.00	
65	Toilet Partitions; L	1,251.00	1,251.00	0.00	0.00	1,251.00	100.00%	0.00	
66	Toilet Partitions; M	2,247.00	2,247.00	0.00	0.00	2,247.00	100.00%	0.00	
67	Toilet Accessories	1,018.00	1,018.00	0.00	0.00	1,018.00	100.00%	0.00	
68	Glass Partition; L	15,546.00	15,546.00	0.00	0.00	15,546.00	100.00%	0.00	
69	Glass Partition; M	29,380.00	29,380.00	0.00	0.00	29,380.00	100.00%	0.00	
70	DIVISION 22	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
71	Plumbing Demolition	4,970.00	4,970.00	0.00	0.00	4,970.00	100.00%	0.00	
72	PVC DWV Pipe & Fittings; L	2,030.00	2,030.00	0.00	0.00	2,030.00	100.00%	0.00	
73	PVC DWV Pipe & Fittings; M	1,960.00	1,960.00	0.00	0.00	1,960.00	100.00%	0.00	
74	Copper Pipe & Fittings; L	3,040.00	3,040.00	0.00	0.00	3,040.00	100.00%	0.00	
75	Copper Pipe & Fittings; M	2,420.00	2,420.00	0.00	0.00	2,420.00	100.00%	0.00	
76	Plumbing Fixtures; L	7,835.00	7,835.00	0.00	0.00	7,835.00	100.00%	0.00	
77	Plumbing Fixtures; M	11,170.00	11,170.00	0.00	0.00	11,170.00	100.00%	0.00	
78	DIVISION 23	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
79	HVAC Demolition	10,880.00	10,880.00	0.00	0.00	10,880.00	100.00%	0.00	
80	PVC Pipe & Fittings; L	4,650.00	4,650.00	0.00	0.00	4,650.00	100.00%	0.00	
81	PVC Pipe & Fittings; M	2,865.00	2,865.00	0.00	0.00	2,865.00	100.00%	0.00	
82	Refrigerant Pipe & Fittings; L	7,620.00	7,620.00	0.00	0.00	7,620.00	100.00%	0.00	
83	Refrigerant Pipe & Fittings; M	4,035.00	4,035.00	0.00	0.00	4,035.00	100.00%	0.00	
84	Sheet Metal Duct Rough-in; L	33,685.00	33,685.00	0.00	0.00	33,685.00	100.00%	0.00	
85	Sheet Metal Duct Rough-in; M	29,910.00	29,910.00	0.00	0.00	29,910.00	100.00%	0.00	
86	Dampers, Grilles, Registers, Diffusers; L	6,615.00	6,615.00	0.00	0.00	6,615.00	100.00%	0.00	
87	Dampers, Grilles, Registers, Diffusers; M	5,955.00	5,955.00	0.00	0.00	5,955.00	100.00%	0.00	
88	Split System Air Handling Units; L	6,455.00	6,455.00	0.00	0.00	6,455.00	100.00%	0.00	
89	Split System Air Handling Units; M	14,980.00	14,980.00	0.00	0.00	14,980.00	100.00%	0.00	
90	HVAC Insulation; L	2,137.00	2,137.00	0.00	0.00	2,137.00	100.00%	0.00	
91	HVAC Insulation; M	4,988.00	4,988.00	0.00	0.00	4,988.00	100.00%	0.00	
92	DIVISION 26	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
93	Electrical Demolition	29,300.00	29,300.00	0.00	0.00	29,300.00	100.00%	0.00	
94	Electrical Rough-in; L	24,075.00	24,075.00	0.00	0.00	24,075.00	100.00%	0.00	
95	Electrical Rough-in; M	20,425.00	20,425.00	0.00	0.00	20,425.00	100.00%	0.00	



# CONTINUATION SHEET

**Application and Certification for Payment**, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 10

**Application Date :** 05/30/23

**To:** 05/31/23

**Architect's Project No.:**

**Invoice # :** 30.2108110

**Contract :** 30.21081. Susquehanna Twp Admin Office Renovations

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
96	Lighting; L	17,100.00	17,100.00	0.00	0.00	17,100.00	100.00%	0.00	
97	Lighting; M	20,900.00	20,900.00	0.00	0.00	20,900.00	100.00%	0.00	
98	Low Voltage Rough-in; L	27,228.00	27,228.00	0.00	0.00	27,228.00	100.00%	0.00	
99	Low Voltage Rough-in; M	22,822.00	22,822.00	0.00	0.00	22,822.00	100.00%	0.00	
100	Electrical Finishes; L	6,390.00	6,390.00	0.00	0.00	6,390.00	100.00%	0.00	
101	Electrical Finishes; M	7,810.00	7,810.00	0.00	0.00	7,810.00	100.00%	0.00	
102	Low Voltage Finishes; L	4,050.00	4,050.00	0.00	0.00	4,050.00	100.00%	0.00	
103	Low Voltage Finishes; M	4,950.00	4,950.00	0.00	0.00	4,950.00	100.00%	0.00	
104	DIVISION 31	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
105	Shoring	1,072.00	1,072.00	0.00	0.00	1,072.00	100.00%	0.00	
106	Frost Wall Footing Excavation	2,785.00	2,785.00	0.00	0.00	2,785.00	100.00%	0.00	
107	DIVISION 32	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
108	Patch Landscaping Bed	2,548.00	2,548.00	0.00	0.00	2,548.00	100.00%	0.00	
CO1	PCO1 - Soffit Manufacture Costs	3,151.00	3,151.00	0.00	0.00	3,151.00	100.00%	0.00	
CO2	PCO2 - Door Manufacture Change	4,341.00	4,341.00	0.00	0.00	4,341.00	100.00%	0.00	
CO3	PCO3 - Accessible Restroom Change	10,545.00	10,545.00	0.00	0.00	10,545.00	100.00%	0.00	
CO4	PCO4 - Additional Ceiling Tile	798.00	798.00	0.00	0.00	798.00	100.00%	0.00	
CO5	PCO5 - New Toilet Accessories	764.00	764.00	0.00	0.00	764.00	100.00%	0.00	
CO6	PCO6 - Bullet Resistant Panels	16,666.00	16,666.00	0.00	0.00	16,666.00	100.00%	0.00	
CO7	PCO7 - Generator Replacement	100,795.00	50,397.50	0.00	0.00	50,397.50	50.00%	50,397.50	
CO8	PCO8 - Wing Walls	1,403.00	1,403.00	0.00	0.00	1,403.00	100.00%	0.00	
CO9	PCO9 - Additional Electrical Work	14,816.00	14,816.00	0.00	0.00	14,816.00	100.00%	0.00	
CO10	PCO10 - Transaction Area Changes	-17,729.00	-17,729.00	0.00	0.00	-17,729.00	100.00%	0.00	
<b>Grand Totals</b>		<b>1,070,850.00</b>	<b>1,017,505.40</b>	<b>2,947.10</b>	<b>0.00</b>	<b>1,020,452.50</b>	<b>95.29%</b>	<b>50,397.50</b>	<b>12,964.74</b>



Client:

Susquehanna Township  
Attn: David Pribulka  
1900 Linglestown Road  
Harrisburg, PA 17110

Printed on: 6/1/2023

Created on: 6/1/2023

Bartlett Tree Experts  
Brian Chase - Representative  
40 Leigh Drive  
York, PA 17406-9843  
Mobile Phone: 717-512-6368  
E-Mail Address: Bchase@bartlett.com  
Bus. Reg. ID: BU2550  
Registration: PA6160

Property Address: 1720 Ambrosia Circle, Harrisburg, PA 17110

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

## Tree and Shrub Work:

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### Natural Pruning

Species	Location
Large Oak, <i>Quercus sp.</i>	front right of property
3 oak	right side of house

### Goals:

- Reduce risk of branch failure
- Reduce weight of branch ends
- Improve clearance to house
- Develop branch structure

### Specifications:

- Reduce and/or remove dead, over-extended branches as needed, 1-6 inch diameter cut(s), growing toward house
- Remove all debris

Estimated Completion Date: 6/21/2023 thru 7/20/2023

### Arborist Notes:

- In order to access this work, safely, with the appropriate tree care equipment, such equipment may need to drive over or be placed on the driveway, lawn or other areas of this property. Bartlett Tree Experts assumes no liabilities or responsibilities, whatsoever, for any cracking, breaking off, puncturing, depressing, or any other damage to any driveway, patio, lawn or other paved, bricked, stoned, concrete, or asphalted surface

Client: Susquehanna Township  
Attn: David Pribulka

Printed on: 6/1/2023  
Created on: 6/1/2023

which may result from certain equipment being used to access the job site. Upon signing this proposal, the homeowner understands that any damage done to any driveway, patio, lawn or other paved, bricked, stoned, concrete, or asphalted surface, by any equipment used by Bartlett Tree Experts to access the job site will be the sole responsibility of the homeowner to replace or repair.

*Amount: \$1,092.00*

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**Removal**

Remove the following tagged property items:

- declining Ash located at the front right of property
- dead tree located at the right side of house

Leave stumps as close to grade as possible. Remove resulting debris.

Estimated Completion Date: 6/21/2023 thru 7/20/2023

Arborist Notes:

- In order to access this work, safely, with the appropriate tree care equipment, such equipment may need to drive over or be placed on the driveway, lawn or other areas of this property. Bartlett Tree Experts assumes no liabilities or responsibilities, whatsoever, for any cracking, breaking off, puncturing, depressing, or any other damage to any driveway, patio, lawn or other paved, bricked, stoned, concrete, or asphalted surface which may result from certain equipment being used to access the job site. Upon signing this proposal, the homeowner understands that any damage done to any driveway, patio, lawn or other paved, bricked, stoned, concrete, or asphalted surface, by any equipment used by Bartlett Tree Experts to access the job site will be the sole responsibility of the homeowner to replace or repair.

*Amount: \$1,610.00*

*Total Amount: \$2,702.00*  
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Client: Susquehanna Township  
Attn: David Pribulka

Printed on: 6/1/2023  
Created on: 6/1/2023

Down payment (if any) \$\_\_\_\_\_.

**SCHEDULE OF WORK PROPOSED:**

Bartlett Tree Experts will perform the above referenced tree care service in a safe, professional manner. Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of this service.

**NOTICE OF RIGHT OF RESCISSION:**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this agreement. Such cancellation may be made without penalty, or obligation, and shall entitle you to a full refund of any money provided as a down payment for services. Should you choose to cancel this agreement, you may do so by mailing a copy of this proposal with the word "cancelled" with the date of cancellation and your signature, mail certified, receipt requested to the Bartlett Tree Experts office listed on the proposal, by delivering the cancelled proposal in person to the listed office, or by sending any other written notice of your cancellation to the listed office. All money received as a down payment shall be returned within thirty days of receipt of any notice of cancellation.

**AUTHORIZATION TO PROCEED:**

I hereby authorize Bartlett Tree Experts to perform the above services. Unless otherwise agreed upon in writing by Bartlett Tree Experts, I agree to make total payment of the estimated costs and all authorized additional costs upon completion of the work.

After reviewing the terms and conditions listed on the back of this document, which are attached and become part of this agreement, please sign the enclosed copy and return in the enclosed envelope. The original document should be retained for your reference. Should you have any questions or need further information, please contact our office whose number is located on the first page.

The phone number for the Pennsylvania Bureau of Consumer Affairs is 1-888-520-6680

*Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.*

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Bartlett Representative - Brian Chase)

6/1/2023  
\_\_\_\_\_  
(Date)

Client: Susquehanna Township  
Attn: David Pribulka

Printed on: 6/1/2023  
Created on: 6/1/2023

\* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to

<http://www.bartlett.com/BartlettCOL.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

# General Terms Commercial

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

## Article 1 TREE RISK

### 1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

## Article 2 THE WORK

### 2.1 Ownership

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

### 2.2 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site

begins and ending when the performance on the site concludes.

### 2.3 Compliance

- (a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.
- (b) The Client is responsible for obtaining and paying for all required local permits.

### 2.4 Access over Roads, Driveways, and Walkways

- (a) The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.
- (b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

### 2.5 Access through a Dwelling or Building

If the Work requires access through the interior of the Client’s dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

### 2.6 Concealed Features

- (a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives (“**Concealed Features**”). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.
- (b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

- (c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

## 2.7 Potential Harm to Animals

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

## 2.8 Weather-Event Damage

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

## 2.9 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

## 2.10 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a

lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

## 2.11 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

## 2.12 Tree Removal and Pruning

- (a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.
- (b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

## 2.13 Trees Infested with Emerald Ash Borer

- (a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.
- (b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

## 2.14 Tree Care Maintenance or Recurring Programs

- (a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.
- (b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.
- (c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

## 2.15 Stump Grinding

- (a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.
- (b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.
- (c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

## 2.16 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in

understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

## 2.17 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,
- (b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

## 2.18 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

## 2.19 Plant Health Care or Soil Care and Fertilization Treatments

- (a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.
- (b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it



will be the Client's responsibility to remove and dispose of the signs.

- (c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.
- (d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.
- (e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

## 2.20 **Schedule of Plant Health Care or Soil Care and Fertilization Treatments**

- (a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.
- (b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.
- (c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

## 2.21 **Integrated Pest Management**

- (a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and

disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

- (c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

## 2.22 **Trees in Poor Health or a Severe State of Decline**

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

## 2.23 **Fruit-Reduction Treatment**

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

## 2.24 **Fruit Tree or Crop Treatment**

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

## 2.25 **Tick, Mosquito, or Biting Fly Treatment**

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

## 2.26 **Termite or Wood Destroying Organism Treatment**

- (a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

- (b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

## 2.27 Plant Nursery Services

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

## 2.28 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

## 2.29 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

## 2.30 Snow Removal

- (a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

- (b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

- (c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

## 2.31 Installing Lights

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

## 2.32 Tarpaulins

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

## 2.33 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

## General Terms Commercial

### 2.34 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

### 2.35 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

## Article 3 DISPUTE RESOLUTION

### 3.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

### 3.2 Limitation of Liability

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

## Article 4 MISCELLANEOUS

### 4.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all

decisions related to the safety of each respective tree, shrub, and turf area.

- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

### 4.2 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

### 4.3 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

### 4.4 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

### 4.5 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

### 4.6 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.

