

RECEIVED

FEB 12 2018

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David Manter  
4121 Fox Circle  
Stroudsburg, PA 18360  
Phone 570-350-9171  
Fax 877-424-8079  
Email:dwmanter@ptd.net

2/10/2018

Tobyhanna Township  
105 Government Center Way  
Pocono Pines, PA 18350

Board of Supervisors

Please let this letter serve as a notice of intent for consideration to be appointed as the Sewage Enforcement Officer for Tobyhanna Township.

I have attached a Consulting Services Agreement, Certificate of insurance and also an outline of your fee schedule with the amounts that will be billed for those services.

I currently provide Sewage Officer Services to the following Municipalities: Ross Township, Hamilton Township, Smithfield Township and Middle Smithfield Township. I do not have established office hours in any of the Townships except Hamilton. Hamilton gets one hour per week, all others notify me when there is an application or contact me with a complaint. If office hours are required they will be billed at the rate of \$45.00 per hour

Some of the Municipalities that I work in utilize permit manager. I am very familiar with the program. Other Municipalities do not use any program and I can work within that framework as well.

I am very familiar with the geography of Tobyhanna Township; I will be able to find my way around.

If you have any questions or need any additional information please feel free to contact me at 570-350-9171.

Thank you for your consideration.



David Manter  
SEO # 03772

# **CONSULTING SERVICES AGREEMENT**

This Agreement is made \_\_\_\_\_, 2018, between David Manter whose principal business address is 4121 Fox Circle, Stroudsburg, PA 18360 and Tobyhanna Township (hereinafter "Municipality") whose principal business address is 105 Government Center Way, Pocono Pines, PA 18350

**WHEREAS**, the Municipality wishes to engage David Manter as a consultant and independent contractor to perform the services referenced herein. David Manter shall be the primary provider of the referenced services to the community for the full term of this Agreement, with the understanding that the Municipality's prior Sewage enforcement officer will continue to service those applications for which it has previously issued permits; and;

**WHEREAS**, the Municipality has taken such action at a public meeting to appoint David Manter to engage in the services outlined in this Agreement and has further granted David Manter the authority to act as an agent of the Municipality; and;

**NOW THEREFORE**, the parties referenced above hereto agree as follows:

## **1. Services Provided**

(a) David Manter agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services"):

- Review and Issuance of onlot Septic Permits.
- Planning Module Review Services.
- Code Enforcement Services. ( violations and malfunctions)
- Soil descriptions and Perc Observations
- Expert Testimony.

(b) David Manter shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed by other parties.

## **2. Cost of Services**

The cost of Services will be charged in accordance with the rate schedule attached hereto as Exhibit "A". The Municipality shall not be billed for travel time to and from the community.

## **3. Service Standards**

David Manter shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, David Manter shall perform the Services outlined herein from either an office provided by the Municipality or from its own office. David Manter shall, nevertheless, be on-call twenty four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

## **4. Payment**

Invoices shall be paid upon receipt. Payments shall be mailed to David Manter 4121 Fox Circle, Stroudsburg, PA 18360. An invoice shall not be considered delinquent for purposes of this Agreement until it is thirty (30) days past due.

**5. Termination**

Either party may terminate this Agreement at any time (at will of either party) by providing the other with written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the day from which the Notice of Termination is delivered to the other party.

**6. Notices**

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

**As to David Manter**

David Manter  
4121 Fox Circle  
Stroudsburg, PA 18360

**As to Municipality:**

Tobyhanna Township Office  
105 Government Center Way  
Pocono Pines, PA 18350

**7. Dispute Resolution**

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

**8. Agency**

- (a) The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint David Manter as the Municipality's representative for the Services indicated within this Agreement. Upon appointment of David Manter by the Municipality, David Manter shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, David Manter shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. David Manter agrees to perform the Services in accordance with all applicable provisions of the Pennsylvania Code Title 25 Chapters 71, 72, and 73 known as the Sewage Facilities Act, any other Ordinances applicable to the Municipality.
- (b) As an agent of the Municipality, David Manter shall be entitled to use the services of the Municipality's solicitor for proceedings involving litigation before the appropriate Magisterial District Judge or the Court of Common Pleas of Monroe County.

**9. Indemnifications**

- (a) David Manter will indemnify and defend the Municipality, its officers, supervisors, agents, and employees from any and all liabilities of any kind to the extent that they arise from negligent acts or omissions of David Manter in his performance of this Agreement. The Municipality will indemnify and defend David Manter, its agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of the Municipality in its performance of this Agreement.

- (b) The Municipality shall further defend, indemnify and hold David Manter harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection performed by other parties.
- (c) The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Municipality or David Manter under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, et seq., its successor statute or any other Federal or state law.

**10. Entire Agreement**

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

**11. Amendment**

This Agreement may be modified, amended or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

**12. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

**13. Effective Date**

This Agreement shall be effective the date upon which both parties have signed the Agreement.

**14. Wavier of Contractual Right**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

**15. Applicable Law**

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and the relationship between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year indicated below.

\_\_\_\_\_  
David Manter  
SEO certification # 03772

Date \_\_\_\_\_

\_\_\_\_\_  
John Jablowski Jr. MPA Township Manager  
Tobyhanna Township

Date \_\_\_\_\_

## EXHIBIT "A"

### Cost of Services

#### **2018 Rate Schedule**

##### UCC Building Inspection/Plan Review and Permitting

During the calendar year 2018, David Manter fees for all services pertaining to plan review, Septic inspections, data entry, and issuance of certificate of Compliance pursuant to administration of the Sewage Facilities Act shall be Seventy percent (70%) of the fee schedule unless otherwise noted and attached to this agreement and adopted by the Municipality.

##### Code Enforcement Services, and Open Permits

For code enforcement services not associated with the Sewage Facilities Act issued through the Municipality by David Manter e.g., stop work orders, inspections of previously issued permits, issuance of Certificates of Compliance, etc... David Manter will charge the Municipality \$45.00 per hour.

Sewage Fees Tobyhanna Township		
	Township Fee	Amount to be billed
New, replacement or Major Repair	\$ 550.00	\$ 385.00
Drip or IRSIS	\$ 750.00	\$ 525.00
Community	\$ 550.00	\$ 385.00
Minor Repair	\$ 250.00	\$ 175.00
Site Suitability ( Probe and Perc)	\$ 300.00	\$ 210.00 Pass or Fail
Planning Module Review	\$100.00 Plus \$25.00 per lot	\$100.00 plus \$25.00 per lot
Permit transfer	\$ 25.00	\$ 25.00
Port a Potty	\$ 25.00	\$ 25.00

All enforcement will be billed at \$45.00 per hour

All site investigations for violations or malfunctions will be billed at \$45.00 per hour

All written correspondence will be billed at \$45.00 per hour

All postage will be billed on an actual cost basis.

DATE (MM/DD/YYYY)  
7/5/2017**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Citadel Insurance Services, LC 826 E State Rd, Suite 100 American Fork, UT 84003	<b>CONTACT NAME:</b> Ryan Osborne <b>PHONE:</b> 801-610-2705 <b>FAX:</b> <b>EMAIL ADDR:</b> rosborne@citadelus.com														
<b>INSURED</b>  David Manter 4121 Fox Circle Stroudsburg, PA 18360	<table border="1"><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC</b></td></tr><tr><td>INSURER A : AmTrust International Underwriters Designated Activity Company</td><td>AA1780074</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC</b>	INSURER A : AmTrust International Underwriters Designated Activity Company	AA1780074	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		PAL1256082.1602580-01	7/14/2017	7/14/2018	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000
							MED EXP (ANY ONE PERSON) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$1,000,000
							PRODUCTS-COMP/OP AGG \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per Person)
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE
	DED	RETENTION \$					AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>	Y/N					PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/>					E.L. EACH ACCIDENT
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
A	<b>Professional (E&amp;O)</b>			PAL1256082.1602580-01	7/14/2017	7/14/2018	Per Claim Limit \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATION / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as an Additional Insured on the General Liability with respects to inspections completed by the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**Township of Tobyhanna  
105 Government Way  
Pocono Pines, PA 18350

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Eardley

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