

Macmillan, Arlene

From: amacmillan@state.pa.us
Sent: Tuesday, February 02, 2010 2:56 PM
To: Bingaman, Robert
Cc: Hoffman, Michael; Keezel, Wendy; Macmillan, Arlene; Perry, June; Yohe, Wendy
Subject: Rep Major for Scott Lonzinski Construction Inc. Please expedite Application

Importance: High

Rep Major for Scott Lonzinski Construction Inc. Please expedite Application

ARLENE MACMILLAN

CORRESPONDENCE TRACK NO: 934

DATE CORRESPONDENCE RECEIVED: 2/2/2010

CALLER INFORMATION:
REPRESENTATIVE SANDRA MAJOR
PHONE: 570-278-3374

SENATOR / REPRESENTATIVE NAME:
MAJOR, SANDRA J - Rep.

COMPANY NAME:
TRANSPORTATION

CONSTITUENT INFORMATION:
SCOTT LONZINSKI
SCOTT LONZINSKI CONSTRUCTION INC.
328 MAIN STREET
GREAT BEND, PA 18821
(H)PHONE: 570-278-9468
(W)PHONE: 570-879-2413

CORRESPONDENCE DETAIL:

REPRESENTATIVE MAJOR IS EXPEDITING APPLICATION FOR CONSTITUENT SCOTT LONZINSKI OF SCOTT LONZINSKI CONSTRUCTION INC. HAND CARRYING TODAY THE APPLICATION, MONEY ORDER #530972 FOR \$100., PA DEPT. OF STATE PAPERS, CORPORATE OFFICERS TITLES AND SHAREHOLDERS, SAFETY AUDIT BY FED MOTOR CARRIER SAFETY ADMINISTRATION, INSURANCE DECLARATIONS AND EXEMPTION FROM PUC CARGO INSURANCE REGULATIONS.

PLEASE EXPEDITE AND ADVISE OUR OFFICE. THANK YOU.

RECEIVED
BUREAU OF
TRANSPORTATION & SAFETY
2010 FEB -2 PM 3:07

SANDRA J. MAJOR, MEMBER
111TH LEGISLATIVE DISTRICT

417 MAIN CAPITOL BUILDING
PO BOX 202111
HARRISBURG, PA 17120-2111
PHONE: (717) 783-2910
FAX: (717) 783-2010

R.R. 7 BOX 7186
MONTROSE, PA 18801
PHONE: (570) 278-3374
FAX: (570) 278-2952

130 NORTH BRIDGE STREET
TUNKHANNOCK, PA 18657
PHONE: (570) 836-5888
FAX: (570) 836-5453



House of Representatives
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG

REPUBLICAN CAUCUS CHAIRMAN

POLICY COMMITTEE

BOARD MEMBER, PENNSYLVANIA HIGHER
EDUCATION ASSISTANCE AGENCY (PHEAA)

WEBSITE: WWW.REPMAJOR.COM
E-MAIL: SMAJOR@PAHOUSEGOP.COM

February 1, 2010

Public Utility Commission
Attn: Arlene MacMillan
Office of Legislative Affairs
North 302 Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Dear Arlene,

I am asking for your assistance to please expedite the enclosed applications for Motor
Common Carrier of Property.

Thank you for your help with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra J. Major".

Sandra J. Major
State Representative
111th District

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TRANSPORTATION & SAFETY
2010 FEB -2 PM 3:07

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PA PUC AFFAIRS
OFFICE-LEGIS.
2010 FEB -2 PM 1:26

Pennsylvania Public Utility Commission
Bureau of Transportation & Safety
PO Box 3265
Harrisburg, PA 17105-3265
(717) 787-3834

Application for Motor Common Carrier of Property

Please complete all parts of the following application. Incomplete applications will be returned. All questions may be directed to the Bureau of Transportation & Safety at (717) 787-3834.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

Scott Lonzinski Construction Inc.

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

3. **Physical Address** (do not use PO Box)

328 Main Street

Street Address

Great Bend, PA 18821

City, State and Zip Code

570-278-9468

570-879-2413

Telephone Number

Susquehanna

County

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4. **Mailing Address** (if different from Physical Address)

PO Box 133

Street Address

Great Bend, PA 18821

City, State and Zip Code

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FEB 02 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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OFFICE-LEGIS. AFFAIRS
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5. **Attorney** (if applicable)

Attorney's Name & Telephone Number for this Filing

Attorney's Address

6. Does applicant currently hold PA PUC authority? Yes ☐ **No** ☒ (circle one)

If yes, enter current docket number A-00 _____

7. What type of commodity do you intend to transport? _____

Crushed Stone, Dirt, Top Soil

8. **Form of Organization** (Check one that applies to this application)

☐ **Individual**

☐ **Partnership**

Attach a copy of a Partnership Agreement and list the names and addresses of ALL partners.

☒ **Corporation**

Attach a copy of the Certificate of Incorporation, Certificate of Authority, or the foreign corporation registration. Include a list of all corporate officers/titles and distribution of shares.

☐ **LLC or LLP**

Attach a copy of the Certificate of Incorporation, Certificate of Authority, or foreign corporation registration. Include a list of all members (even if there is only one member) and title of each member.

9. **Attachment Checklist**

For Corporations:

- ☒ Copy of Certificate of Incorporation, Certificate of Authority, or the foreign corporation registration.
☒ List of all corporate officers/titles, names of shareholders and distribution of shares.

For LLPs and LLCs Only:

- ☐ Copy of Certificate of Incorporation, Certificate of Authority, or foreign corporation registration.
☐ List of all members (even if there is only one member) and title of each member.

For Partnerships Only:

- ☐ Copy of Partnership Agreement.
☐ List the names and addresses of ALL partners.

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For ALL Applicants:

- ☐ Fictitious Trade Name Registration (if applicable).
- ☒ Copy of Current Safety Rating (if available).
- ☒ Proof of Insurance (See item 5 on instruction sheet).
- ☒ Certified check, money order or attorney's check.

10. Certification

Applicant certifies that it is not now engaged in any intrastate transportation of property for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Property; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the Certificate.

You must sign the following Verification of Application.

Verification of Application

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners (if a partnership) or by the President or Secretary (if a corporation).

I/we hereby state that the statements made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 Relating to Unsworn Falsification to Authorities.

Scott A. Lonzinski

(Print Name)

Scott A. Lonzinski

2-1-10

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

SCOTT LONZINSKI CONSTRUCTION INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3688519

SCOTT LONZINSKI CONSTRUCTION
P.O. BOX 133
Great Bend, PA 18821

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Incorporation-For Profit

(15 Pa.C.S.)

- | | |
|---|--|
| ☒ Business-stock (§ 1306) | ☐ Management (§ 2703) |
| ☐ Business-nonstock (§ 2102) | ☐ Professional (§ 2903) |
| ☐ Business-statutory close (§ 2303) | ☐ Insurance (§ 3101) |
| ☐ Cooperative (§ 7102) | |

Name SCOTT LONZINSKI CONSTRUCTION INC.			
Address 328 MAIN STREET PO BOX 133			
City GREAT BEND	State PA	Zip Code 18821	

Document will be returned to the
name and address you enter to
the left.



Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION 3 Page(s)



T0632C63:04

Fee: \$125

In compliance with the requirements of the applicable provisions (relating to corporations and unincorporated associations), the undersigned, desiring to incorporate a corporation for profit, hereby states that:

1. The name of the corporation (*corporate designator required, i.e., "corporation", "incorporated", "limited" "company" or any abbreviation. "Professional corporation" or "P.C."*):

SCOTT LONZINSKI CONSTRUCTION INC.

2. The (a) address of this corporation's current registered office in this Commonwealth (*post office box, alone, is not acceptable*) or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
328 MAIN STREET	GREAT BEND	PA	18821	SUSQUEHANNA

(b) Name of Commercial Registered Office Provider County

c/o:

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized:

10,000

PA DEPT. OF STATE

NOV 16 2006

5. The name and address, including number and street, if any, of each incorporator (*all incorporators must sign below*):

Name

Address

SCOTT A. LONZINSKI 328 MAIN ST., PO BOX 133 GREAT BEND PA
18821

6. The specified effective date, if any: **UPON APPROVAL**
month/day/year hour, if any

7. Additional provisions of the articles, if any, attach an 8½ by 11-sheet.

8. *Statutory close corporation only.* Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. 77a et seq.)

9. *Cooperative corporations only: Complete and strike out inapplicable term:*

The common bond of membership among its members/shareholders is: _____

IN TESTIMONY WHEREOF, the incorporator(s)
has/have signed these Articles of Incorporation this

13 day of NOVEMBER, 2006

Scott A. Lonzinski
Signature

Signature

Scott Lonzinski Construction Inc.
PO Box 133
328 Main Street
Great Bend, PA 18821
570-278-9468 or 570-879-2413

Corporate Officers	Titles
Scott A. Lonzinski	- President

Shareholders	Distribution of Shares
Scott A. Lonzinski	10,000



U.S. Department
of
Transportation

**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

July 21, 2008

In reply refer to:
Your USDOT No.: 1634875

SCOTT LOZINSKY
OFFICER
SCOTT LOZINSKI CONTRUCTION INC
PO BOX 133
GREAT BEND, PA 18821

Dear SCOTT LOZINSKY:

This letter is to inform you that, based on the results of the Safety Audit conducted on your company on July 15, 2008, the Federal Motor Carrier Safety Administration (FMCSA) has determined that you may continue to operate within the United States.

However, the agency did observe deficiencies while conducting the audit and you are encouraged to take appropriate action(s) promptly to comply with the regulations specified below:

Driver Question 6 - Drug/Alcohol Testing Program, Section 382.115(a)

Please contact your local FMCSA Division Administrator listed below if you have any questions concerning these deficiencies:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
228 WALNUT STREET, ROOM 560
HARRISBURG, PA 17101
Telephone No.: 717-221-4443

You are reminded that as a "New Entrant," the FMCSA will continue to evaluate your safety management practices and monitor your on-road performance prior to granting you permanent USDOT registration. You must maintain minimum safety standards in order to continue operating in interstate commerce during and after the 18-month period. Failure to comply with Federal Motor Carrier Safety Regulations (FMCSRs) and applicable Hazardous Materials Regulations (HMRs) may result in the revocation of your USDOT registration.

If you have any questions concerning your New Entrant Status, please call the FMCSA Information Systems Division at (202) 366-4023.

Sincerely,

William A. Quade
Associate Administrator for Enforcement
and Program Del



Part B

Your Proposed Safety Audit Result is: **PASS**

Explanation of Scoring Methodology

Factor	Failed Questions		Performance Test Status	Total Points	Factor Status
	Critical	Acute			
1. General	0	0	-	0	PASS
2. Driver	0	1	-	1.5	PASS
3. Operations	0	0	-	0	PASS
4. Maintenance	0	0	PASS	0	PASS
5. Hazardous Materials	-	-	-	-	-
6. Accidents	-	-	PASS - 0.00	-	PASS
SUM	0	1		1.5	PASS

Result: Carrier has adequate basic safety management controls in place.

NOTE: Carrier has the right to request a review of this determination if there are factual or procedural disputes.

HOW THE SA IS SCORED

FACTORS - The Federal Motor Carrier Safety and Federal Hazardous Material Regulations are categorized into six factors. Multiple questions address the various factors. The Part B Question & Answer Report lists the CFR section numbers related to each question.

CRITICAL/ACUTE - Questions are also defined as CRITICAL, ACUTE or neither depending on the significance of the underlying regulation. Questions are assigned a point value if they are incorrectly answered. Critical = 1 and Acute = 1.5. The point values are summed for each factor. Any factor with a point value of 3 or more is marked "FAILED".

OUT OF SERVICE (OOS) RATE - The Driver/Vehicle OOS rate is used in factor #4 as another question. If there have been more than three level 1, 2, or 5 North American Standard Inspections conducted over the past year, they will be summarized. If the summed OOS rate is over 34%, one additional point is assigned to that factor.

CRASH FACTOR - Carriers are defined as urban or non-urban in order to compensate for the higher crash risk of urban operations. Urban carriers are defined as those that operate within a 100 air-mile radius. The crash rate for a carrier is calculated as accidents per million miles traveled. Factor #6 is "FAILED" if the urban carrier crash rate exceeds 1.7 or the non-urban carrier crash rate exceeds 1.5.

OVERALL STATUS DETERMINATION - Any carrier with 3 or more "FAILED" factors is deemed to have failed the Safety Audit by having inadequate safety management controls in place to operate in the U.S.



Scott Lonzinski Construction, Inc
Drug & Alcohol Policy

OVERVIEW

The U.S. Department of Transportation issued revised drug testing and new alcohol testing regulations effective January 1, 1996. These regulations significantly affect all **Scott Lonzinski Construction, Inc** employees. In response, the **Scott Lonzinski Construction, Inc** drug testing program has been created and expanded to include on-site drug and alcohol testing. For the purpose of this policy, hereinafter referred to as the Company will be the **Scott Lonzinski Construction, Inc**.

The Company is committed to providing its employees with a safe workplace and an atmosphere which allows them to protect inventory and other assets placed in their care. The Company employees should not be subject to any safety threats from fellow employees. Safety is and always will be our number one priority. It is imperative that the Company policies support and reinforce this position.

The Company drug and alcohol program is intended to identify substance abuse within the employee population and to discourage future drug abuse and alcohol misuse. The procedures mandated by these programs will help improve employee safety, performance and morale, thereby preventing accidents, injuries, and production losses.

DRUG AND ALCOHOL POLICY

The Company will comply fully with all regulations on drug abuse and alcohol misuse. We will maintain programs that hold all covered employees accountable to clear personal and professional standards. The Company also reserves the right to modify its policy at any time without prior notice. In the event the U.S. Department of Transportation's regulations are amended, this policy and the applicable term(s), condition(s) and or requirement(s) of this policy shall be deemed to have been amended automatically at that time, without need for redrafting, in order to reflect and be consistent with the U.S. Department of Transportation's regulations. In such case, the Company reserves the right to apply the amended requirements immediately, and without giving prior notice to employees, unless such notice is required by the U.S. Department of Transportation.

POLICY SUMMARY

- ~ Employees who violate the Company drug & alcohol policy are subject to disciplinary action, up to and including termination.
- ~ Employees or applicants regulated by the U.S. Department of Transportation are subject to drug and alcohol testing.
- ~ Employees who use, are in possession of, or are involved in the sale or purchase of any substances covered under the federal controlled substances act, while on Company

property, Company business, engaged as employee of the Company working on a contracted job-site or operating Company equipment, including vehicles contracted to the Company are considered to be in violation of the drug & alcohol policy. (Including lunch break times)

- ~ Employee use of any prescribed or over-the-counter medication that is legally obtained but not used as prescribed is prohibited. Prohibited conduct also includes an employee's use of medications prescribed for individuals other than the employee.
- ~ The Company is not required to provide rehabilitative services to any employee group. However, employees will be made aware of such services if and when available.
- ~ The Company reserves the right to conduct unannounced searches for controlled substances or alcohol anywhere on Company property, or contracted job-site and in vehicles owned or operated by or under contract to the Company.
- ~ The Company drug & alcohol policy also applies to independent contractors, owner operators, contract personnel and leased drivers.
- ~ The Company will comply fully with terms of the Drug Free Workplace Act of 1988. This act requires employees convicted of any violation of criminal drug statutes that occur on company property (including vehicles), to notify their supervisors within five (5) days of that conviction.

EMPLOYEES AFFECTED (Safety-Sensitive)

As defined by the U.S. Department of Transportation, the employee designation "Safety-Sensitive" includes holders of commercial drivers licenses who operate commercial motor vehicles: Including those CDL holders that normally do not drive, but could be called upon to do so. Also included in this group are mechanics, and supervisors that perform safety-sensitive functions.

A commercial motor vehicle is a vehicle used to transport passengers or property if the vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds;
2. Has a gross weight rating of 26,001 or more pounds; or
3. Is designed to transport 8 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the *Hazardous Materials Transportation Act* and which require the motor vehicle to be placarded under the hazardous materials regulations (49 CFR part 172, subpart F).
5. All employees are expected, as a condition of employment, to comply with the Provisions of this policy.

CONTROLLED SUBSTANCES

At present, the Company drug testing procedures are primarily intended to test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP); in accordance with the Federal Controlled Substances Act. These substances are illegal for consumption or sale. This term also applies to over-the-counter, or prescription medications that are legally obtained but are not used as specifically prescribed. In addition, any over-the-counter, or prescribed medications that cause an individual to be impaired is considered a controlled substances.

PROHIBITED CONDUCT

Employees covered by the Company drug & alcohol policy **SHALL NOT:**

- ~ Refuse to take a required drug or alcohol test.
- ~ Use a controlled substance without medical authorization.
- ~ Be on duty or operate a commercial motor vehicle or a vehicle on contract with the Company while possessing alcohol.
- ~ Report for or remain on duty performing a safety-sensitive function while having a breath alcohol concentration of 0.02 or greater.
- ~ Perform safety-sensitive functions within FOUR hours of using alcohol.
- ~ Use alcohol while performing safety-sensitive functions.
- ~ Use alcohol for **eight hours** following an accident unless the employee has been given a post accident alcohol test.

TESTING

- ~ Random urine testing will be used to detect the presence of illegal drugs and Random breath alcohol tests will be used to detect the presence of alcohol. The Company will test all employees on a random basis, and all such test will be unannounced. Under the Company computerized random selection process, every employee will have an equal chance of being selected each time the selection is conducted. Appropriate safeguards are also present to ensure that the identity of individual employees can't be determined prior to the time of the computerized selection.
- ~ An employee who tests positive or refuses to submit to a test is deemed to be unqualified to return to work. In addition to the penalties imposed by the U.S. Department of Transportation to safety sensitive employees, any employee who refuses to submit to random test, who fails to report for the test as directed, or who tests positive, may be subject to disciplinary action, up to and including termination.

- ~ Pre-employment tests for drugs for final candidates in any safety-sensitive position within the Company or for an employee who transfers from a non safety-sensitive position to a safety-sensitive position prior to the individual assuming his or her new position. This test must be negative for the prospective employee to be considered for employment in a safety-sensitive position.
- ~ Post-accident drug and alcohol tests following an accident that involves a commercial motor vehicle, and if the accident involves a fatality; or the driver receives a citation; or it is believed he or she WILL receive one under state or local law, for a moving violation arising from the accident. {An alcohol breath test is required within two (2) hours following the accident. If this time frame cannot be met, a test must be done within eight (8) hours following the accident.} It will be considered a refusal to test if the employee fails to disclose to a supervisor the issuance of a citation for a moving violation.
- ~ Random drug and alcohol tests as determined by a non-biased computer selection. {Due to the nature of randomized testing, an employee could be required to test for alcohol and/or drugs more than once a year.}
- ~ Return-to-Duty alcohol and/or drug test will be administered following a violation of the Company drug & alcohol policy and before an employee can return to a duty of performing a safety-sensitive function.
- ~ Return-to-work alcohol and drug test following any type of leave of (90) days or more including, but not limited to leave for pregnancy, serving in the military, personal reasons, or workers' compensation.
- ~ Follow-Up drug and alcohol test as determined by a substance abuse professional (SAP).
- ~ Reasonable suspicion drug and/or alcohol tests based on exhibited behavior, speech, appearance and body odor as observed by a trained supervisor.
- * While supervisors receive training to recognize the symptoms of drug abuse and alcohol misuse, they will not personally conduct tests. All tests will be conducted and processed by independent authorized testing facilities.
- * Adulterated drug test, in any fashion will be considered a refusal to test and the employee who performed the adulteration will be subject to immediate termination. Also, anyone involved in the falsification of identity or identification of an employee will result in the immediate termination of all employees involved in the falsification attempt.

POSITIVE DRUG TESTS

If a DOT employee's drug test comes back positive, the employee will be notified by a medical review officer (MRO) - A licensed physician designated by the Company who has knowledge and training to interpret and evaluate confirmed positive test results. This medical review officer will review the positive test results with the employee so as they can determine whether or not there is an alternative explanation medically for the positive test results. Such as use of a prescription medication that an employee might be taking at the time of the test.

Once the medical review officer has made a final determination of a positive test, the MRO will refer the employee to a substance abuse professional (SAP), a licensed physician, licensed or certified psychologist, (MSO) master in social work, or certified addiction counselor; all of which must be knowledgeable of and clinically experienced in the diagnoses and treatment of controlled substances related disorders.

Employees who test positive will be allowed seventy-two (72) hours following notification of their drug test results to request a *re-test of the original test sample* by a testing facility approved by the Department of Health and Human Services (DHHS). **Any re-test will be at the employee's expense.** The employee will be suspended without pay. If re-test results are negative, initial test results will be canceled. The employee will be fully reinstated with back-pay. However, in the event the re-test is positive, or if a re-test is not requested within the designated seventy-two (72) hour time period, the employee will be subject to immediate suspension without pay and may, at the company's discretion, only be reinstated after successful completion of a rehabilitation program.

POSITIVE ALCOHOL TESTS

Depending on the level of alcohol in the employee's system, the U.S. Department of Transportation requires the Company to act as follows:

0.02 - 0.039 LEVEL

The employee will be prohibited from performing a safety-sensitive function for 24 hours. The Company supervisor will be notified and the employee must be driven home from the collection site. The employee will be prohibited from performing safety-sensitive functions until he or she has submitted to another test scheduled by the Company at least 24 hours later and has tested below **0.02**.

0.04 OR GREATER

The employee will be suspended from duty pending an investigation by the Company management. The employee will be given the name and phone number of a substance abuse professional (SAP) The employee will be subject to immediate suspension without pay and may, at the company's discretion, only be reinstated after successful completion of a rehabilitation program.

In addition to the U.S. Department of Transportation Regulations listed above, the Company and at management's discretion, any breath alcohol concentration level under the **0.04 BAC LEVEL** may subject the employee to disciplinary action, up to and including termination.

CONSEQUENCES

- ~ Employees who violate or refuse to cooperate with the implementation of the Company drug & alcohol policy will be subject to immediate termination.
- ~ Employees who refuse to submit to alcohol and/or drug testing will be subject to immediate termination.
- ~ Employees in safety-sensitive positions who test positive for drug use will not be eligible for re-employment, unless it is a first offense, and all of the requirements listed above for a positive drug or alcohol tests are met.
- ~ Where reasonable suspicion exists, contract and supplier personnel will be escorted from Company property or contracted job-site and denied further access to the property and equipment.
- ~ In accordance with the Drug Free Workplace Act of 1988, disciplinary action will be taken against employees convicted of violations of criminal drug statutes that occur on company property. The Company will suspend any employee that violates this law, and will be terminated, within thirty (30) days of that notification.

CONFIDENTIALITY

All tests will be conducted in accordance with U.S. Department of Transportation regulations that ensure reliability, accuracy, employee privacy, discretion, and confidentiality. Release of test results to anyone other than the employee, the MRO, and the employer is prohibited unless the employee signs a written release.

GETTING HELP

[Symptoms and signs of an alcohol or drug problem]

Some of the symptoms and signs of alcohol misuse are: the odor of alcohol, the slurring of speech, tremors, vomiting, disoriented behavior, staggering, leaning against walls or doorways, using the arms for balance, swaying while attempting to maintain balance.

Some of the symptoms and signs of drug abuse are: constricted pupils, slurred speech, drowsiness, loss of appetite, watery eyes, chills and sweating, runny nose, excitement, depression, disoriented behavior, poor perception of time and distance, and the use of drug paraphernalia.

Abuse involving multiple substances will be especially dangerous because of the way different substances interact with each other and create unexpected effects. People who abuse more than one substance are at a more increased risk of becoming tolerant and dependent on other controlled substances.

[The effects of alcohol and drugs on work, health and personal life]

The threats and hazards of alcohol misused and drug abuse go far beyond the individual abuser. People who are impaired are endangering fellow workers, family members, fellow motorist, as well as themselves. Abusers of alcohol and drugs increase the costs associated with the loss of productivity, accidents, absenteeism, and theft and deterrence programs. Also, medical costs are higher and this increase is passed on to the employer in the form of higher health insurance rates, and then ultimately passed on to all workers!

Alcohol at any level can and will impair judgment and coordination required for driving motor vehicles. High doses can cause respiratory failure and even death. If low doses are combined with other "depressant" drugs. This too can cause respiratory failure and death. (Alcohol is the most widely abused drug in the United States.)

INTERVENTION

Alcohol and drug problems are serious and complex problems calling for special care and treatment.

- 1. Don't enable fellow workers to continue the alcohol or drug problem.**
 - 2. Don't do their work, and cover for them.**
 - 3. Don't make excuses for them, if you think they have a problem.**
 - 4. DO leave counseling and treatment of people with an alcohol and/or drug problem to professional counselors.**
- U.S. Department of Transportation regulations do not require the Company to provide rehabilitation benefits for employees with alcohol and drug abuse problems. The Company is also not required to keep an employee's job available or to pay an employees salary while an employee undergoes treatment for alcohol misuse and/or drug abuse.
 - These procedures are combined rules and regulations set forth by the U.S. Department of Transportation and the Company policy and in no way are intended to alter the relationship between the Company and driver or employee.

Employees can consult Scott Lonzinski, **drug & alcohol program administrator** regarding the Companys drug and alcohol policy, or services which may be available to them. For help, employees may also call:

**NATIONAL COUNCIL ON ALCOHOLISM 1 (800) 622-4357
OR THE
NATIONAL INSTITUTE ON DRUG ABUSE 1 (800) 662-4357**

ACKNOWLEDGMENT OF THE DRUG FREE WORKPLACE PROGRAM

AGREEMENT TO SUBMIT TO DRUG TESTING

AGREEMENT TO RELEASE DRUG TEST RESULT

I, _____ understand that Scott Lonzinski Construction, Inc. maintains a Drug Free Workplace Policy requiring all employees to report to work in a substance free condition.

I have read, or had read to me, a copy of this policy and I understand the consequences of violating the policy, including my obligations under the Drug Free Workplace Act. If I did not understand the policy, I have asked for and have received an explanation. I specifically understand that if I am injured on the job and either refuse to be tested or test positive for drugs or alcohol that I thereby forfeit eligibility for all Workers' Compensation Medical and Unemployment benefits.

I understand that as a condition of my initial and/or continued employment, I will participate in routinely scheduled drug and alcohol testing when required by Scott Lonzinski Construction, Inc.

Testing randomly and where reasonable suspicion of drug or alcohol use exists, it will require me to undergo substance screening by urinalysis for drug, breath for alcohol, and I hereby agree to submit to such tests including required post accident testing.

I further consent to the results of any such drug screen(s) being released to the Company's authorized representative by the Medical Review Officer (MRO) and understand that I am legally authorized to receive a copy of this consent form if requested. The results will not be released to any additional parties without my written authorization, except that I acknowledge that the Company, agents of the Company, and the testing laboratory will have access to the drug test results and may disclose such results to its attorney in connection with Workers' Compensation proceedings, and may use the test results when relevant to its defense in other civil or administrative matters.

I release any testing facility personnel and/or any physicians who have tested me from any liability arising from a release or use of any and all test results, written reports, medical records and data concerning my test(s) to the appropriate Company officials. I further release all Company officials from liability arising from the release or use of the test results.

I also understand that the Drug Free Workplace Policy and related documents are not intended to constitute a contract between me and the Company.

I acknowledge receipt of a copy of this policy.

SIGNATURE

PRINTED NAME

DATE

_____-_____-_____-

AGREEMENT FOR ON-SITE DRUG AND ALCOHOL TESTING SERVICES

This date October 28th 2008 an agreement is made between Scott Lonzinski Construction, Inc. of 328 Main St., Great Bend, PA 18821 and Comprehensive Consulting Services Inc. of 2805 University Circle Suite 1, Endwell NY 13760.

For the purpose of this agreement, hereinafter referred to as Scott Lonzinski Construction, Inc. will be referred to as company.

OVERVIEW

Scott Lonzinski Construction, Inc. desires to secure professional and technical services from Comprehensive Consulting Services Inc. to perform drug and alcohol testing, engage in related activities that are either required or made advisable by the Regulations of the U.S. Department of Transportation and its Federal Highway Administration that were adopted thereunder sections: 49CFR Parts 40, 382, 391,392, and 395.

Comprehensive Consulting Services Inc. will provide on-site services to the D.O.T. Supervisors and similar personnel who are its members, and to the company which employs them.

In consideration of mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

Section 1. Services Provided

Comprehensive Consulting Services Inc. shall perform the services which are set forth in Appendix "A", attached hereto. The parties agree that the services shall be performed by Comprehensive Consulting Services Inc. or its qualified employees or subcontractors.

Section 2. TERM

This agreement shall commence on or about October 28th 2008 and continue through until October 28th 2009. Thereafter, it shall be renewed for a new fiscal year upon the same terms, unless either party gives notice to the other at least 30 days prior to the termination date of its intent to terminate the agreement.

Section 3. **FEE**

Scott Lonzinski Construction, Inc. agrees to pay and Comprehensive Consulting Services Inc. agrees to accept as full payment for the work and services performed and the granting of rights pursuant to this agreement, a fee computed as set forth in Appendix "B" attached hereto. Unless otherwise specified in Appendix "B", payment shall be made monthly for work completed, upon invoice from Comprehensive Consulting Services Inc. Comprehensive Consulting Services Inc. shall not be entitled for expenses or otherwise, except as set forth in Appendix "B", or except as otherwise agreed.

All fees for serviced rendered shall be invoiced, and are due upon receipt of invoice. Should the account become 60 days delinquent, Comprehensive Consulting Services Inc. reserves the right to hold further tests results until the delinquency has been corrected. Comprehensive Consulting Services Inc. will also notify the laboratory and the MRO that Comprehensive Consulting Services Inc. is not responsible or liable for any testing costs incurred while the account is on credit hold. Should the account become 90 days delinquent, Comprehensive Consulting Services Inc. reserves the right to place the account for collection.

Section 4. **TERMINATION**

Either party may terminate this Agreement by 30 days prior written notice, or for cause, effective upon giving written notice. In the event of termination, Comprehensive Consulting Services Inc. shall be entitled to payment for work and services properly performed up to the termination date.

Section 5. **TAX**

Scott Lonzinski Construction, Inc. is exempt from paying manufacturer's excise tax, floor, use or sales taxes of the United States, in the State of New York and Pennsylvania, and of cities and counties for all materials pursuant to this agreement.

Section 6. **INDEMNIFICATION**

By Comprehensive Consulting Services Inc.: Comprehensive Consulting Services Inc. shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission, or breach of this agreement by Comprehensive Consulting Services Inc., its agents or employees, in the performance of its obligations under this agreement.

By Scott Lonzinski Construction, Inc.: Scott Lonzinski Construction, Inc... shall be liable for any and all claims, costs, and expenses arising from or out of any alleged negligent act, omission or breach of this agreement by Scott Lonzinski Construction, Inc., its agents or employees, in the performance of its obligations under the agreement.

Section 7. **COMPLIANCE WITH ALL LAWS**

Comprehensive Consulting Services Inc. agrees that, during the performance of the work required pursuant to this agreement, it and all of its employees or agents shall endeavor to comply with all Federal, State and Local Laws, Ordinances, rules and Regulations governing its actions during such work.

Section 8. **NOTIFICATION OF SUIT**

In the event a party is sued, or otherwise becomes the subject of action before a court, administrative agency or an arbitration tribunal, relating to work performed or other services rendered hereunder, it shall notify the other party as soon as possible of same.

Section 9. **EXTENT OF AGREEMENT**

This agreement, including the Appendices hereto, constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, representations, agreements, and/or conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be changed or by its Authorized Agent.

Section 10. **INDEPENDANT CONTRACTOR**

The relationship between Comprehensive Consulting Services Inc. and Scott Lonzinski Construction, Inc... is that of independent contractor and Comprehensive Consulting Services Inc. agrees to do all things legally required to establish and maintain its status as an independent contractor. Comprehensive Consulting Services Inc. in accordance with its status an independent contractor, covenants and agrees that it will conduct itself consistent with such status, and that it will neither hold itself out as nor claim to be, an officer, employee or agent of Scott Lonzinski Construction, Inc.. by reason hereof. The employees or agents of one party shall not be deemed employees or agents of the other. As an independent contractor, Comprehensive Consulting Services Inc. and any person(s) engaged by it shall not be entitled to any medical health pension, retirement, disability, unemployment, worker's compensation or other insurance coverage or any other benefit similar or dissimilar, from Scott Lonzinski Construction, Inc... The parties agree that all reporting by either of them to income tax and other governmental agencies shall be consistent with the provisions of this paragraph.

Section 11. **GOVERNING LAW AND VENUE**

This agreement is made under and shall be governed by the laws of the states of Pennsylvania & New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Susquehanna, State of PA.

Section 12. **NON-WAIVER**

In the event that the terms and conditions of this agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of the agreement, nor shall such non-enforcement prevent either party from enforcing each and every term of this agreement thereafter.

Section 13. **SEVERABILITY**

If any provision of this agreement is held invalid by a court of law, the remainder of this agreement shall in no way be affected thereby if such remainder would then continue to conform to the laws of the states of Pennsylvania and New York.

Section 14. **MISCELLANEOUS**

The section headings in this agreement are for the convenience of reference only and shall not be used in interpretation of this agreement. The singular number used herein shall include the plural and plural the singular. The neuter, masculine or feminine genders used herein shall be deemed to include each other.

APPENDIX A

Management and Administration

- Drug Testing Policy/Procedures Consulting
- US DOT Reporting/Record Keeping
- Random Generation Procedure
- Blind Sample Program Management
- Individualized Data Management

Specimen Collection

- On-Site Collection Management
- Chain of Custody Review
- Collection Supplies
- Specimen Transport

Laboratory Services

- SAMHAS/NIDA Approved Laboratory
- US DOT Reporting and Record Keeping
- Initial Screen and GCMS Confirmation
- Specimen Storage

Alcohol Testing and Training

- Breath Alcohol Training/Technician
- Evidential Breath Testing Instruments
- Test Results Review and Monitoring

Medical Review Officer services

- Interview Process
- Records Retention and Storage
- Quality Assurance and Control

Employee and Supervisor Education/Training

- Employee Education
- Supervisor Training
- EAP Counseling Locator

APPENDIX B

FEES

Drug Test

\$ 50.00 per test includes all the services listed in Appendix A.

ALL tests will be on-site collections unless otherwise specified by supervisor.

Alcohol Test

\$ 30.00 per test

ALL tests will be on-site collections unless otherwise specified by supervisor.

Post-Accident Test: (if required)

Drug \$75.00 - Alcohol \$55.00

Training:

D.O.T. Supervisor Training - \$50.00

Driver/Employee Training - \$50.00

Policy & Program: \$ 200.00

Random Drug Selection Enrollment Fee

\$50.00 per year

*** The Random Enrollment is the ONLY Annual Fee.**

*** All Balances over thirty days are subject to a finance charge of 2% per month.
ANNUAL PERCENTAGE RATE OF 24%**

IN WITNESS WHEREOF, the parties have duly executed this Agreement
intending to be legally bound upon approval of Scott Lonzinski Construction, Inc...

Executed as of this 28th day of October 2008

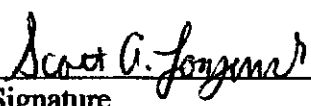
Comprehensive Consulting Services Inc.

By: 

Signature

Cris Reynolds

Scott Lonzinski Construction, Inc.

By: 

Signature

Scott A. Lonzinski

Name

President

Title
