

**TOWNSHIP OF SOUTH SHENANGO  
CRAWFORD COUNTY, PENNSYLVANIA**

**Ordinance No. 1999 - 1**

**AN ORDINANCE TO ALLOW USE OF HOLDING TANKS FOR SEWAGE DISPOSAL, TO REGULATE HOLDING TANK USE, AND TO PROVIDE REMEDIES AND PENALTIES FOR VIOLATIONS.**

*Whereas*, the Board of Supervisors of South Shenango Township desires to provide for sewage system alternatives for various institutional, recreational and commercial establishments; and

*Whereas*, under the Pennsylvania Sewage Facilities Act, Act 537 of 1965, as amended, and regulations promulgated thereunder by the Department of Environmental Protection, the Township has authority to provide for holding tanks and the duty to regulate them if allowed; and

*Whereas*, the Township believes that allowing for the use of holding tanks as a form of sewage disposal under limited circumstances is necessary for the preservation of the health, safety and welfare of the citizens of South Shenango Township; and

*Now, Therefore*, be it enacted and ordained by the Board of Supervisors of South Shenango Township, Crawford County, Pennsylvania, and it is hereby enacted and ordained as follows:

**Section 1. Title.** This Ordinance shall be known as the South Shenango Township Holding Tank Ordinance.

**Section 2. Definitions.** Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

"Commercial Use" shall include any buildings, structures or facilities used solely for commercial, manufacturing, professional service or similar business use and shall include no facility used for residential purposes.

"DEP" shall mean the Pennsylvania Department of Environmental Protection, formerly known as the Department of Environmental Resources and its successors.

"Holding Tank" means a watertight receptacle, whether permanent or temporary, which receives and retains sewage conveyed by a water carrying system and is designed and constructed to facilitate the ultimate disposal of the sewage at another site.

"Institutional Use" shall include buildings, structures or facilities such as municipal buildings, fire halls, libraries, museums, grange halls, churches or other similar kinds of public uses, but shall not include uses such as educational or health care facilities.

"Owner" shall mean any person vested with ownership, legal or equitable, sole or partial, of any property located in the Township.

"Person" shall mean any individual, partnership, company, association, corporation or other group or entity.

"Recreational Use" shall include any recreational facility such as a Department of Environmental Protection permitted campground, and outdoor public or private recreational areas such as playgrounds, baseball fields, or picnic areas. It shall not include hunting or fishing camps, or seasonal cottages.

"SEO" shall mean the Sewage Enforcement Officer appointed by the Township in accord with the Sewage Facilities Act.

"Sewage" shall mean any substance that contains the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation.

"Sewage Facilities Act" shall mean the Act of January 24, 1966 (Act 537 of 1965), P.L. 1535 (1965), as amended, by Act 149 of December 14, 1994, P.L. 1250 and as same may be amended from time to time, found at 53 P.S. §750.1, *et. seq.*

"Township" shall mean South Shenango Township.

All other definitions set forth in the Pennsylvania Sewage Facilities Act and Regulations of the Department of Environmental Protection (formerly the Department of Environmental Resources) (referred to herein as DEP) and their amendments are incorporated by reference.

**Section 3. Holding Tanks Permitted.** Use of holding tanks for sewage disposal purposes shall be allowed within the Township for the following uses under and subject to the requirements and regulations set forth in this Ordinance, and other applicable laws and regulations:

- a. institutional, recreational or commercial use where the sewage flow does not exceed 800 gallons per day.
- b. as necessary to abate a public nuisance or public health hazard.
- c. as otherwise allowed under the applicable Department of Environmental Protection regulations and approved by the Department of Environmental Protection.

**Section 4. Holding Tank Permits Required.** No holding tank may be installed, maintained, and used within the Township to receive and retain sewage without a permit issued by the Township.

**Section 5. Holding Tank Permit Application.** An application for a holding tank permit shall be submitted to the Township Sewage Enforcement Officer and shall include the following information:

- a. name, address, and phone number of applicant, who should be person responsible for use and maintenance of holding tank.
- b. location and description of property on which holding tank is to be used and facilities on property to be served by holding tank (diagram may be attached).
- c. owner(s) of property if different from applicant.
- d. description of existing and proposed uses of property.
- e. size and description of tank including information necessary to determine whether it meets DEP standards.
- f. description of disposal arrangements including name and address of person(s) collecting, transporting and disposing of sewage contents, contracts for disposal services, and disposal site(s).
- g. estimate of gallons per day usage and description of means of calculating estimate.

The application, together with the fees established by the Township, shall be submitted on forms prescribed by the Department of Environmental Protection and the Township. Additional information shall be provided as may be required by the Township and its Sewage Enforcement Officer.

**Section 6. Standards for Issuing Holding Tank Sewage Permits.** A holding tank permit shall be issued if the following requirements are met:

- a. The proposed use is one allowed under this Ordinance and other applicable laws and regulations.
- b. With respect to a permit for a use with sewage flow restricted to 800 gallons a day or less, it is determined that the average daily sewage flow will not exceed 800 gallons based upon DEP regulations.
- c. With respect to a permit for a use with sewage flow exceeding 800 gallons a day, it is determined that the use is permitted under the Township's official sewage plan, has received approval of the DEP as necessary, and is otherwise in compliance with all applicable regulations.
- d. The applicant has made adequate and proper arrangements for the collection and disposal of the sewage.
- e. The proposed use of the holding tank does not create an undue risk of pollution, or harm to the public health and welfare.
- f. The holding tank and other pertinent matters meet the requirements of the applicable DEP regulations.
- g. The applicant shall have executed and delivered to the Township on behalf of the applicant and his or her successors, in duplicate, a contract acknowledged before a notary public, in a form approved by the Township Solicitor, committing to pay funds into escrow to secure compliance with this Ordinance and for related purposes, a copy of the form of which written agreement is appended hereto.
- h. The applicant shall have paid to the Township the sum of \$500.00 in escrow, to be held and applied in conformance with the terms of the referenced agreement.

A permit may be issued subject to conditions as may be necessary for protection of water courses, ground water and water supplies and environment and for protection of the public health, safety and welfare.

**Section 7. Prohibited Activity.**

- a. No holding tank or related sewage system facilities shall be installed, maintained or used except in conformity with the regulations set forth in

this Ordinance and as may be required by other applicable laws or regulations, including but not limited to the Sewage Facilities Act, and regulations adopted by DEP, as amended from time to time.

- b. No person shall interfere with any officer, agent or employee of the Township in the performance of the duties required under this Ordinance or by regulations of the DEP.

**Section 8. Regulations for Use and Maintenance of Holding Tank.** The use, maintenance and disposal of contents of all permitted holding tanks by the permittee, the owner of the property on which a holding tank is installed, and any other person in possession or in control of the operation and maintenance of the holding tank, shall conform to the following requirements:

- a. The holding tank shall at all times be properly maintained and kept in good working condition, and so that among other things, leaks and spills are avoided and so that a nuisance or health hazard is not created.
- b. The holding tank shall be maintained and used in accordance with conditions set forth in the permit.
- c. The contents of the holding tank shall be pumped and collected regularly and as necessary to maintain a proper working sewage system, and shall be properly transported to a permitted disposal site in accordance with applicable regulations.
- d. Pumping receipts shall be submitted to the Township at least monthly.
- e. Information concerning the person(s) collecting, transporting and disposing of the sewage and any changes shall be reported to the Township.
- f. Leaks, spills and malfunctions shall be reported to the Township immediately and corrective action shall be taken in accordance with applicable regulations of the DEP.
- g. The following information must be reported to the Township promptly: Any changes or modifications to the holding tank or the use served, and any change in ownership of the property or persons responsible for use and maintenance of the holding tank.
- h. Inspection of holding tanks by the Sewage Enforcement Officer shall be permitted as necessary, and at least once per year at the expense of persons responsible for use and maintenance.

- i. Annually, upon written notice by the Township, there shall be paid to the Township a fee established by resolution to cover Township costs of inspection and administration.
- j. In the event the use of the property served by the holding tank, pursuant to a permit issued under Section 3(a), changes to or includes a residential use, then installation of a permanent on-lot or community sewage disposal system which meets applicable standards and regulations shall be required and the use of the holding tank shall cease.
- k. In the event a holding tank is being used for residential use pursuant to a permit under Section 3(b) (*i.e.*, to prevent public nuisance), the owner and occupants shall take action to investigate and provide for alternate sewage disposal facilities as may be permitted by law and regulations, without undue delay.

**Section 9. Owner Responsibility.** The owner of the property on which a holding tank is being used and maintained shall be responsible, along with the permittee, the person in possession or in control of the operation and maintenance of the holding tank and any person who shall have assumed responsibility for the operation and maintenance of the holding tank, for compliance with the regulations relating to holding tank use, maintenance, disposal of sewage contents and reporting of required information, and shall be primarily responsible promptly to correct malfunctions of, and any public health hazard arising from or related to, the holding tank and holding tank system.

**Section 10. Fees.** Fees for applications, processing and issuing permits, inspections, administrative matters, and other actions of the Township, its SEO and officials, shall be established by Resolution of the Township Supervisors and shall be payable at the time designated in the Resolution. All of the persons designated in Section 9 shall be jointly and severally obligated to pay the fees referred to herein.

**Section 11. Functions of Sewage Enforcement Officers.** Among other responsibilities of the Sewage Enforcement Officer (SEO), the SEO shall:

- a. review holding tank applications and issue permits as appropriate.
- b. impose conditions on issuance of a permit as necessary and appropriate.
- c. inspect holding tanks annually and as otherwise required to determine compliance with applicable regulations.
- d. provide the Township with written reports regarding inspections.

**Section 12. Functions of the Township Secretary or Other Designated Official.** The Township Secretary or such other person as the Township Supervisors may designate shall:

- a. maintain records regarding the holding tanks permitted, their location, persons owning the property on which they are located, persons otherwise designated as persons responsible for their use and maintenance, and the use for which permitted.
- b. maintain records regarding the persons collecting, transporting and disposing for each permitted holding tank and the disposal sites used.
- c. review and maintain the pumping receipts from each permitted holding tank.
- d. maintain SEO investigations reports for each permitted holding tank.
- e. maintain records of complaints and report same to the SEO for inspection.
- f. maintain a current list of persons permitted to collect, transport and dispose of sewage from holding tanks.

**Section 13. Remedies and Penalties for Violations.** Any person who violates any provision of this Ordinance shall be subject to the following penalties or remedial action, as to which the Township may enforce any or all of such penalties and remedial action:

- a. The holding tank permit may be revoked by the Sewage Enforcement Officer or Township.
- b. A summary proceeding may be instituted before a district justice or court of law for a violation of this Ordinance. A conviction shall be a summary offense. Upon conviction, a person shall be sentenced to pay a fine of not less than \$500.00 and not more than \$5,000.00 together with costs of prosecution and attorney fees, or to imprisonment not to exceed 90 days, or both. Each day a violation continues shall be a separate offense.
- c. The Township may also, in accordance with the provisions of the Pennsylvania Sewage Facilities Act, 35 P.S. § 750.13a, after notice and hearing, assess a civil penalty against any person who violates this Ordinance in accordance with the provisions of the Pennsylvania Sewage Facilities Act. The Township may under authority of these provisions assess a civil penalty of not less than \$300.00 and not more than \$2,500.00 for

each violation, and may in addition assess the cost of damages caused by such violation and the cost of correcting such violation. Proceedings for enforcement and assessment of a civil penalty under authority of the Sewage Facilities Act shall be in accord with the applicable provisions of the Sewage Facilities Act (35 P.S. §750.13a, as amended from time to time), which provisions are incorporated herein by reference.

- d. The Township may retain or apply funds held in escrow by it, pursuant to the terms of an agreement of the kind referred to at Section 6, subsections (g) and (h) hereof.
- e. The Township may enforce any contract entered into, of the kind referred to at Section 6, subsection (g) hereof.
- f. If the Township shall have expended funds to correct any violation of the law, ordinance or regulation as to any holding tank, or to remove the holding tank or correct any public health hazard, the Township shall be authorized to enter a municipal lien against the premises upon which such holding tank is or was previously installed, in the amount of all such funds expended by the Township, together with record costs and collection fees in the amount of 20% of the claim.
- g. The Township shall be entitled to enforce any other remedy allowed at law including equitable or legal relief in a court of competent jurisdiction, including an action to abate a nuisance.

**Section 14. Continuing Responsibility.** Any person who shall apply for and receive a permit to install and operate a holding tank hereunder, shall continue to be responsible for compliance with this ordinance, and shall be subject to the imposition of penalties and remedies for violation, until released from responsibility by the Township, whether or not such person continues to own the premises on which the holding tank is or was previously installed, and whether or not he or she then continues to be in possession or in control of the operation and maintenance of the holding tank.

**Section 15. Permit Denial or Revocation.** Any person denied a permit or whose permit has been revoked or who has been assessed a civil penalty under Section 13 above, may take an appeal in accordance with the provisions of the Pennsylvania Sewage Facilities Act, as amended, and regulations promulgated thereunder.

**Section 16. Repeal.** All other ordinances or resolutions or parts of ordinances or resolutions, insofar as they are inconsistent herewith, are likewise hereby repealed.

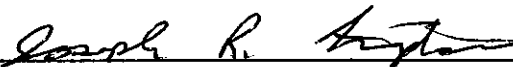



**Section 17. Severability.** If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors of the Township, that this Ordinance would have been adopted had such constitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

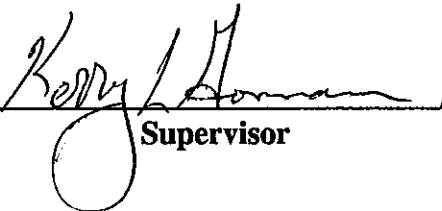
**Section 18. Effective Date.** This Ordinance shall become effective five (5) days after its adoption.

**ENACTED AND ORDAINED** this 12 day of January, A.D., 1999,  
by the Board of Supervisors of South Shenango Township.


**BOARD OF SUPERVISORS OF SOUTH SHENANGO TOWNSHIP**

By:   
Chairman

By:   
Supervisor

By:   
Supervisor

**Attest:**

By:   
Secretary

[Seal]

## AGREEMENT

*This Agreement*, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, hereinafter whether singular or plural, referred to as "Responsible Person".

### A N D

THE TOWNSHIP OF SOUTH SHENANGO, a Township of the Second Class, Crawford County, Pennsylvania, hereinafter referred to as "Township".

### Background

Responsible Person is the record owner of a certain parcel of land (hereinafter "Premises") located within South Shenango Township, and more specifically identified on Schedule "A" which is attached hereto and made a part hereof, on which the Responsible Person desires to install a permitted sewage holding tank, or upon which a holding tank permitted by the Township currently exists. After investigation and tests, it has been determined that the Premises does or may qualify for the permitting and installation of holding tanks to be located upon the Premises under the applicable Department of Environmental Protection (DEP) regulations. The Township requires this agreement pursuant to DEP Regs. § 71.63(b)(4) for operation and maintenance of the tanks to prevent a nuisance or a public health hazard.

*Now, Therefore*, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. ***Background Incorporated.*** It is agreed that the Background section of this Agreement is a correct statement of the factual circumstance leading to this Agreement.
2. ***Governmental Regulation Compliance.*** Before installing or operating any holding tank, the Responsible Person shall take all action and meet all requirements to obtain such permits and other approvals as may be required by an governmental body or agency for the construction and operation of Responsible Person's proposed holding tank and for the discharge of its treated waste water; and shall have obtained all such required permits and approvals.

3. ***After Installation Certification.*** Unless compliance with this requirement shall be excused by the Township Sewage Enforcement Officer, after installation is completed, the Responsible Person's engineer or contractor responsible for installation shall certify to the Township that the holding tank has been constructed and installed in accord with applicable government regulations and requirements and applicable engineering and construction standards and that, as built and installed, the holding tank is in proper working order.
4. ***Duty to Properly Operate, Maintain and Comply with Regulations.*** The Responsible Person, for himself, and his successors in title and interest, heirs, executors, administrators, and assigns, (hereinafter referred to collectively as "Responsible Person and Successors") covenants and agrees, for as long as the said holding tank is in operation and existence, to meet and comply with any and all applicable laws, ordinances, regulations and governmental requirements, as applicable from time to time, relating to the operation and maintenance of the holding tank, including the collection, transporting and disposal of sewage; to make all reports, do all monitoring, perform all inspections, and perform any and all such repairs, maintenance and/or improvements to the said holding tank as may be required now or in the future; to clean up and correct any public health hazard on the Premises; and to pay fees as established by the Township for annual inspections to be performed by the Township Sewage Enforcement Officer.
5. ***Township Right to Inspect.*** The Responsible Person and Successors, covenants and agrees that the Township Sewage Enforcement Officer (SEO), engineer or other designated representative shall have the right, license and privilege to, and shall be able to enter the Premises and inspect the holding tank and all its various facilities at any reasonable time.
6. ***Escrow.*** The Responsible Person agrees that after the permit for the holding tank is issued and before construction shall begin, or if the holding tank has already been installed on the Premises then, immediately, he or they shall deposit the sum of Five Hundred (\$500.00) Dollars with the Township, which sum shall be held in escrow by the Township. These sums, together with interest, if any, shall be held by the Township, without interest, as security for the proper maintenance and operation of the holding tank, and shall be used in the event of default of the above-stated obligations of Responsible Person and successors for repairs, replacement or maintenance of the holding tank, and to pay or apply to any other obligations of the Responsible Person and successors as provided herein, as may be justified in the sole discretion of the Township. The Township shall reflect these funds by an appropriate book entry, but shall not be required to segregate the funds in a separate depository account. In the event the amount of funds in the escrow account shall fall below \$500.00, upon written notice by the Township, the Responsible Person and Successors shall deposit any additional sums necessary to bring the account back to the \$500.00 level.

7. **Record Agreement.** Responsible Person agrees that after the permit for the holding tank is issued and before construction shall begin or, if a holding tank shall already be installed on the Premises, then immediately, this Agreement shall be recorded by the Responsible Person at Responsible Person's cost and expense in the Office of the Recorder of Deeds for Crawford County, Pennsylvania. The Responsible Person or Responsible Person's representatives shall promptly notify the Township Solicitor, David L. Hotchkiss, or his successor, of such recording. The rights, claims and remedies running in favor of the Township and the obligations of the Responsible Person hereunder shall operate as a restriction and charge against, and an interest in, the premises, which shall run with the land.
  
8. **Successor Responsible Person to Agree.** The Responsible Person, for Responsible Person and Successors, agrees that, as a condition of selling and conveying the Premises, Responsible Person and successors shall require any subsequent grantee to enter into a written contract assuming the Responsible Person's obligations hereunder, with the Township as a party or designated third-party beneficiary, in a form approved by the Township Solicitor, and to deliver a fully-signed original agreement to the Township Secretary.
  
9. **Remedies.** In the event Responsible Person and Successors fail or neglect to perform the obligations and duties as set forth in this Agreement, the Township may take action, in its sole discretion, to enforce any one or more of the following remedies, concurrently or alone, and as many times as necessary. The Township's waiver of any default shall not constitute a waiver of any of the Township's rights in the event of subsequent defaults. The Township's remedies include the following:
  - a. Make such inspections, repairs, renovations or replacements as determined to be necessary for the proper operation of the holding tank.
  - b. Collect, transport and dispose or hire or contract for the collection, transportation and disposal of, sewage from any holding tank located on the premises.
  - c. Remove persons occupying the Premises from the Premises or vacate the Premises.
  - d. Terminate operation of and dismantle or remove the holding tank from the Premises.
  - e. Take any other action allowed at law to enforce these remedies or to secure such other remedy as is appropriate or just.

10. ***Release of Township.*** In the event the Township exercises any remedy set forth herein, Responsible Person, for himself and Successors expressly waives, releases and discharges any and all claims or liability for just compensation, condemnation, and any other damages or losses as might be suffered or incurred as a result of such Township action.
  
11. ***Duty to Indemnify Township.*** The Responsible Person and Successors does hereby covenant and agree, promptly on demand, to indemnify and reimburse Township, its officials and appointees, and hold them harmless from and against all claims, suits, demands, and expenses of every nature and description, including but not limited to administrative costs and attorney's fees, that the Township may incur in connection with or by reason of this Agreement and actions taken pursuant to this Agreement, including but not limited to reimbursement for any expense resulting from maintenance and operation, collection and disposal of sewage, the clean-up of any public health hazard, and the removal of the said holding tank.
  
12. ***Township to Recover Costs.*** Any costs or expenses incurred by the Township in undertaking any inspections, repairs, renovations or replacements to the holding tank, or for the collection, transportation and disposal of sewage, or for the removal of the holding tank, in pursuing any remedies provided under this Agreement or otherwise owed to the Township under or by virtue of the terms of this Agreement, including administrative, collection and attorney costs and fees, shall be recovered and recoverable in any one of the following ways at the exclusive option and discretion of the Township:
  - a. From the escrow fund;
  - b. From the Responsible Person or Successors and/or from any owner of the Premises at the time the work was performed; or
  - c. By filing a municipal lien against the Premises.
  - d. By any other means of enforcement allowed at law against the Responsible Person of the Premises, personally, or against the Premises.
  
13. ***Binding on all Successors in Interest.*** It is understood and acknowledged by the parties hereto that this Agreement shall be enforceable by and against all the parties hereto and by and against all subsequent grantees and owners of the Premises. The burdens, restrictions, duties, and all obligations herein shall be binding upon, and all rights herein shall be enforceable against, any record owner of all or part of the Premises. Any conveyance of the Premises, and any judgment, mortgage and other lien of every type which may be entered on or against the Premises or granted by or entered against the Responsible Person shall be subject to all the terms of this

Agreement. The terms of this Agreement shall be enforceable in a court of law and upon the breach of this Agreement, the Township shall be entitled to all remedies provided herein.

14. **Notice of Change of Ownership.** Every Responsible Person and successor shall, in writing, notify the Township upon the transfer of legal or equitable title of any part or all of the Premises. Said notice shall contain the name(s), address(es) and telephone number(s) of all transferees and shall be delivered within ten (10) days of said transfer.
15. **Removal of Holding Tank.** Upon the removal of the holding tank from the Premises with the approval of DEP, the Township shall, upon the written request of Responsible Person, and provided that the Responsible Person and successors shall have fully complied with all the terms and provisions of this Agreement, the Township ordinances and DEP regulations, deliver a release of the Agreement to Responsible Person, provided that Responsible Person is then in compliance with all of the terms of this Agreement and all applicable ordinances, rules, regulations, administrative pronouncements, and laws of any kind. After removal of the holding tank and release of this Agreement, no holding tank may be re-installed upon the Premises until Responsible Person has reapplied for the permits or other items required for the installation of a new holding tank.
16. **Release of Escrow.** If the holding tank shall have been removed, and if the Responsible Person and successors shall be in compliance with all laws, ordinances and regulations pertaining thereto, then any remaining funds held in escrow pursuant to paragraph 6 of this agreement shall be disbursed to the Responsible Person or to any person designated by the Responsible Person in writing.
17. **General.**
  - (a) This writing constitutes the complete and final agreement between the above named parties. It cannot and shall not be modified or changed except by written agreement executed by the parties.
  - (b) The Responsible Person hereby certifies that the undersigned constitute all persons with ownership interest in the Premises and have full power and authority to enter into this Agreement and so make this Agreement enforceable against all owners of the Premises and all subsequent Responsible Persons, owners and grantees of the Premises.

*In Witness Whereof*, the parties hereto intending to be legally bound hereby, have hereunto set their hands.

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

\_\_\_\_\_  
RESPONSIBLE PERSON

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

\_\_\_\_\_  
RESPONSIBLE PERSON

**SOUTH SHENANGO TOWNSHIP**

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

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor

**Attest:**

\_\_\_\_\_  
Secretary

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CRAWFORD** :

On this, the \_\_\_\_\_ day of December, 1998, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

*In Witness Whereof*, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
**Notary Public**

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **SS:**  
**COUNTY OF CRAWFORD** :

On this, the \_\_\_\_\_ day of December, 1998, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, known to me (or satisfactorily proven) to be the Chairman and Members of the Board of Supervisors of South Shenango Township, and the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

*In Witness Whereof*, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
**Notary Public**