

ORDINANCE NO. 02-08

**TOWNSHIP OF MORGAN
GREENE COUNTY, PENNSYLVANIA**

AN ORDINANCE OF THE TOWNSHIP OF MORGAN, GREENE COUNTY, PENNSYLVANIA, REGULATING THE CONSTRUCTION, INSTALLATION, ETC., OF ANY TYPE OF FACILITIES UPON ANY RIGHT-OF-WAY AND/OR PROPERTY OWNER BY MORGAN TOWNSHIP BY ANY PUBLIC UTILITY, CORPORATION, BUSINESS, ETC.; AND SETTING FORTH PENALTIES THERETO.

WHEREAS, various public utilities and private companies, partners, businesses, etc., have begun to utilize the roads, streets, right-of-ways, etc., of Morgan Township without the consent of the same; and

WHEREAS, in order to protect the health, safety, and welfare of the residents of Morgan Township it is necessary for Morgan Township to monitor and control access to its roads, streets, right-of-ways, etc.

NOW THEREFORE, pursuant to the authority conferred upon it by the Pennsylvania Township Code, the Supervisors of the Township of Morgan, County of Greene, Pennsylvania, does hereby enact this Ordinance as aforementioned by ENACTING AND ORDAINING the following:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and cited as the Township of Morgan "RIGHT-OF-WAY ORDINANCE".

SECTION 2. PURPOSE.

The purpose of this Right-of-Way Ordinance (hereinafter referred to as the "Ordinance") is to:

2.1 Assist Morgan Township (hereinafter referred to as the "Township") in managing its Public Rights-of-Way with respect to third parties in accordance with applicable law.

2.2 Regulate the erection, construction, reconstruction, installation, operation, maintenance, repair and removal of various facilities in, upon, along, across, above, over, under or in any manner connected with the Public Rights-of-Way, of the Township as now or in the future may exist.

2.3 Provide the Township with appropriate compensation for occupation and use of the Township's Rights-of-Way and for the cost of regulating third parties on a competitively neutral and nondiscriminatory basis consistent with this Ordinance and applicable law.

SECTION 3. SINGULAR POINT OF CONTACT.

3.1 The Township's designated representative shall serve as the single point of contact within the Township for all Persons regulated under this article.

3.2 The Township's designated representative shall coordinate all contacts with other Township departments as necessary to facilitate issuance of any and all permits required by the Morgan Township Code of Ordinances.

3.3 The Township's designated representative shall coordinate the preparation of all policies and forms as necessary for the implementation of this Ordinance with the approval of the Board of Supervisors.

SECTION 4. DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of the terms used in this Ordinance shall be as follows:

Applicant - the Person who applied for a Right-of-Way Permit or a Construction Permit.

Application - the form prescribed by the Township, which the Applicant must complete in order to obtain a Right-of-Way or Construction Permit.

Township - Morgan Township

Township's Designated Representative - any person(s) appointed or elected by the Board of Supervisors of Morgan Township.

Construction - the building, erection, or installation in, on, over or under a Right-of-Way. It does not include, as part of the ordinary course of business, maintenance or repair of existing aerial cables or equipment in a Right-of-Way or a single line extension from equipment in the Right-of-Way.

Construction Permit - the written authorization granted by the Township to an Applicant in order to perform construction in a Right-of-Way.

Emergency - a condition that poses a clear and immediate danger to life or health, or significant loss of property.

Equipment - any tangible property located or proposed to be located in a Right-of-Way, including, but not be limited to, wires, lines, cables, conduits, pipes, supporting structures or other facilities.

Maintenance - work of a minor nature that will keep an existing condition from failure or decline.

Permit Holder - the Person who has obtained a Right-of-Way Permit.

Person - any individual, firm, partnership, association, corporation, company or other business entity.

Right-of-Way or Public Right-of-Way - the surface and space in, on and above any real property in which the Township has an interest in law or in equity, including, but not limited to, any public street, boulevard, avenue, road, highway, easement, freeway, alley, court or any other place, other than real property owned in fee by the Township.

Restore or Restoration - the process by which a Right-of-Way is returned to a state that is as good or better as its condition before construction.

Right-of-Way Permit or Permit - a written authorization granted by the Township to an Applicant for use of the Rights-of-Way in the Township for wires, lines, cables, conduits, pipes, supporting structures and other facilities.

Underground Equipment - all equipment that is located wholly or partially underneath a Right-of-Way.

SECTION 5. REQUIREMENT FOR A RIGHT-OF-WAY PERMIT.

5.1 No person shall enter upon or occupy any Right-of-Way for the purpose of installing, constructing, maintaining or operating any wires, lines, cables, conduits, pipes, supporting structures and other facilities without first having obtained a Right-of-Way Permit.

5.2 Before a Right-of-Way Permit is issued, the holder of or Applicant for a Right-of-Way Permit shall have applied for any and all regulatory approvals, permits or authorizations from the appropriate federal and state authorities, if required. Upon the request of the Township, the Applicant shall submit written evidence of its applications for or receipt of all such approvals, permits or authorizations.

5.3 Nothing in this Ordinance shall be construed as a waiver of any other ordinances or regulations of the Township or the Township's right to require prospective or current Right-of-Way Permit Holders to secure and remit payment for any and all other required permits or authorizations

SECTION 6. APPLICATION FOR A RIGHT-OF-WAY PERMIT.

6.1 A Right-of-Way Permit shall only be granted after an Applicant has completed an Application in the form that has been prescribed by the Township, which form may be revised from time to time. Upon request, an Applicant shall be provided with a copy of the then current Application for a Right-of-Way Permit. The Application shall request information regarding the Applicant's proposed or actual physical use and occupation of the Rights-of-Way. The Applicant shall provide specific information regarding the equipment it proposes to place or currently maintains in the Rights-of-Way. If the completed Application does not fully provide such requested information, the Township may request such additional information as is necessary to enable it to make a determination regarding the physical use and occupation of the Rights-of-Way by the Applicant. The Application may request less information from a Permit Holder applying for a renewal of the Right-of-Way Permit.

6.2 Upon submission of a fully completed Application to the Township and the accompanying fee, the Township shall review the Application as follows. The Township shall grant or deny such Applications within sixty (60) days. If the Township denies the Application, it will provide a written response to the Applicant explaining the basis for the denial. If the Township fails to grant or reject such Application within the time period specified above, the Application shall be deemed approved. In each case, the Township shall review the Application to determine whether such use would have a detrimental effect on public safety as it relates to the Rights-of-Way or would place an undue physical burden on the Rights-of-Way.

6.3 In considering an Application, the Township may use such outside experts as it deems necessary to assist in determining whether the use proposed by the Applicant would have a detrimental effect on the Right-of-Way or the health, safety and/or welfare of the residents of the Township. In the event the Township deems it necessary to employ an outside expert or experts to advise the

Township with respect to a particular Application, the reasonable costs of such expert or experts shall be borne by the Applicant.

SECTION 7. DURATION AND SUSPENSION OF RIGHT-OF-WAY PERMIT.

7.1 The Right-of-Way Permit shall be issued for a period of one year. Permit Holders shall apply for a renewal of a Right-of-Way Permit at least sixty (60) days prior to its expiration. The Township may suspend such Right-of-Way Permit in the event any one or more of the following has occurred:

- a. The Permit Holder shall have caused damage to Township property or the Right-of-Way without the prior consent of the Township (except in the case of an Emergency) and without completing proper Restoration;
- b. The Permit Holder or the Permit Holder's equipment in the Right-of-Way has had a detrimental effect on public safety as it relates to the Permit Holder's use of the Rights-of-Way;
- c. The Permit Holder failed to pay any of the fees required under this Ordinance;
- d. The Permit Holder failed to comply with construction standards in accordance with the provisions contained in Section 12 below;
- e. The Permit Holder failed to indemnify, hold harmless and insure the Township in accordance with the provisions contained in Section 13 below;
- f. The Permit Holder failed to procure and/or maintain a performance or construction bond for the benefit of the Township in accordance with the provisions set forth in this Ordinance;
- g. The Permit Holder provided false, incomplete or misleading information on the Rights-of-Way or Construction Permit Application.

7.2 If the Township has reason to believe that one or more of the above events has occurred, it shall notify the Permit Holder in writing. The Permit Holder shall have thirty (30) days to cure the violation, unless the Township reasonably determines that the event is an Emergency, in which case the Township may impose a shorter time period to cure the violation.

7.3 If the Permit Holder fails to cure the violation within the specified time period, the Township shall be permitted to immediately suspend the Right-of-Way Permit. A suspension shall be brought to the attention of the Board of Supervisors at its next meeting at which time the Board of Supervisors shall be permitted to uphold or withdraw the suspension. The Permit Holder shall be provided an opportunity to be heard at such meeting.

SECTION 8. REQUIREMENT FOR A CONSTRUCTION PERMIT.

8.1 Except in the case of an Emergency, before commencing any Construction in the Rights-of-Way, a Person shall apply for and obtain a Construction Permit. A Construction Permit shall only be granted after an Applicant has completed an Application in the form that has been prescribed by the Township, which form may be revised from time to time. Upon request, an Applicant shall be provided with a copy of the current Application for a Construction Permit. Such Application shall request detailed plans of the proposed Construction activity. Such plans shall describe: (1) the type of Construction activity; (2) the equipment proposed to be installed or erected; (3) the specific locations of the construction activity; and, (4) the scheduled beginning and ending dates of all planned construction.

8.2 Upon submission of all such information required in Section 8.1 above, the Township shall review such information and either grant or deny a Construction Permit within sixty (60) days. If the Township denies the Construction Permit application, the Township will provide a written response to the Applicant explaining the basis of the denial. If the Township fails to grant or deny the Construction Permit within the time period specified above, the Application shall be deemed granted. In each case, the Township shall review the Application to determine whether such construction would have a detrimental impact on public safety as it relates to the Rights-of-Way. The Township may impose conditions on the Construction Permit regulating the times, locations, and manner of construction to preserve effective traffic flow, prevent hazardous road conditions and/or minimize noise impacts.

SECTION 9. REQUIREMENT FOR NOTIFICATION.

Except in cases of emergency, before commencing any activity in the Rights-of-Way that is expected to last more than forty-five (45) hours in duration, a Person must notify the Township of the activity and the general nature of the project. The "activity" referred to in this Section pertains to any activity, including but not limited to, construction or maintenance activity.

SECTION 10. FEES AND EXPENSES.

10.1 Each new and renewing Applicant for a Right-of-Way Permit shall include with its Application an application fee which shall be established by the Council by separate resolution and which may be adjusted from time to time. This fee shall be directly related to the Township's costs in reviewing the Application (excluding expert costs) and managing the Rights-of-Way with respect to each Permit Holder. Such costs in managing the Rights-of-Way include, but are not limited to: (1) costs of maintaining the Rights-of-Way; (2) costs of degradation of streets and Right-of-Way property; (3) administrative costs related to the Rights-of-Way; (4) traffic control costs pertaining to work in the Rights-of-Way; and (5) inspection costs. This fee will not be refunded in the event the Application is denied. If the Application is granted, the Application fee will apply to the full term of the Right-of-Way Permit of one year.

10.2 Each Applicant for a Construction Permit shall include with its Application an Application Fee which shall be established by the Board of Supervisors by separate resolution and which may be adjusted from time to time. This fee shall be directly related to the Township's costs in reviewing the application and determining time, place and manner restrictions on the construction activity. If the Application for a Construction Permit is denied, this fee shall not be refunded. If the Application is granted, then the Applicant shall also pay, within thirty (30) days of the presentation of a statement, the Township's actual costs directly related to the Applicant's Construction project based on the hourly rate established by Resolution of the Board of Supervisors. Such actual costs include, but are not limited to, costs of disruption and rerouting of traffic, inspection costs and administrative costs. A Construction Permit shall apply to a specific Construction project in the

Township, and each succeeding Construction project shall require the issuance of a separate Construction Permit.

10.3 Extraordinary Expenses. In addition to the fees set forth above, a Permit Holder shall pay, within thirty (30) days of the presentation of a statement, any extraordinary or unusual expenses reasonably incurred by the Township as a result of the Permit Holder's use of the Rights-of-Way, provided that the Township notifies the Permit Holder of the expected expenses prior to them being incurred and provides the Permit Holder with an opportunity to mitigate such expenses. Examples of extraordinary or unusual costs include, but are not limited to, the cost of obtaining and operating a backhoe, dump truck or other heavy equipment used to repair the Right-of-Way, overtime or special pay for public safety personnel and/or the cost of hazardous waste cleanup or other emergency services. The statement of such expenses presented to the Permit Holder shall be directly related to the Township's actual costs.

10.4 In the event that payment of any of the fees identified above is not made upon submission of the Application or by the date due, the Applicant or Permit Holder shall pay a late payment penalty of simple interest at ten percent (10%) annual percentage rate of the total amount past due. Such penalty shall be in lieu of any other monetary penalty. Acceptance of payment under this Section shall not in any way limit or waive the Township's right to suspend or terminate the Permit according to the terms of this Ordinance.

SECTION 11. MANAGEMENT OF THE RIGHTS-OF-WAY.

11.1 The Township shall have the right to limit the placement of new or additional equipment in the Right-of-Way if there is insufficient space to reasonably accommodate all requests to occupy and use the Rights-of-Way. The Township shall consider requests for occupying and using the Rights-of-Way in the order of receipt of fully completed Applications for Right-of-Way Permits. The Township shall strive, to the extent possible, to accommodate all requests, but shall be guided by the physical condition of the Right-of-Way and whether such use would have a detrimental effect on public safety as it relates to the Right-of-Way.

11.2 The Township shall have the right to monitor any facility and the equipment related thereto located in the Rights-of-Way in order to prevent interference between and among such facility and equipment.

11.3 A Permit Holder shall allow the Township to make inspections of any part of the Permit Holder's proposed facility located in the Rights-of-Way at any time upon three (3) days notice, or, in case of an Emergency, upon demand.

SECTION 12. CONSTRUCTION STANDARDS.

12.1 Whenever a Permit Holder or any of its subcontractors shall disturb any pavement, sidewalk or other public property in order to perform any underground activities, the Permit Holder will fully comply be registering with Pennsylvania's "One Call" system pursuant to 73 P.S. §176 et seq. Such Permit Holder shall provide Township with information showing planned locations and reference points for equipment to be installed. Each Permit Holder shall perform construction activity in a manner consistent and in compliance with the detailed plans it submitted to the Township pursuant to Section 8.1 above and all applicable federal, state and local laws and regulations.

12.2 Whenever a Permit Holder or any of its subcontractors shall cause damage to the Right-of-Way or to Township property in the Right-of-Way, the Permit Holder shall restore such Right-of-Way or property within thirty (30) days, weather permitting. In the event that the Permit Holder fails to restore the Right-of-Way or Township property to its former condition, the Township may repair such damage and assess all such costs to the Permit Holder.

12.3 The Telecommunications System shall not endanger or interfere with the safety of persons or property within the Township. All operating, maintenance, construction and repair personnel shall be thoroughly trained in the safe use of all equipment and in the safe operation of vehicles. Such personnel shall follow all safety procedures required by applicable federal, state and local laws and regulations. The Permit Holder shall routinely inspect and maintain all areas of the Telecommunications System so that conditions that could develop into safety hazards shall be corrected before they become a hazard.

12.4 Except in the case of an Emergency, at least three (3) days prior to the commencement of any construction activity, Permit Holder shall notify nearby residents of such construction activity in a manner that is satisfactory to the Township. The name of the Permit Holder shall be clearly disclosed to such residents.

12.5 All construction activity shall be performed in an orderly and workmanlike manner, and in close coordination with public utilities serving the Township following accepted industry construction procedures and practices.

12.6 Any vehicle used for construction activity in the Township by the Permit Holder, including vehicles of any contractor or subcontractor of the Permit Holder, shall prominently display a company logo. Any employee or agent of the Permit Holder, including any contractor or subcontractor, who personally visits any residential dwelling in the Township, shall display a photo identification badge.

12.7 All wires, cables and other equipment shall be installed, where possible, parallel with electric and telephone lines, and multiple cable configurations shall be arranged in parallel and bundles with due respect for engineering considerations.

12.8 All wires, cables and other equipment shall be installed underground where required by municipal ordinance or regulation consistent with the same requirement being imposed on all other similarly situated companies, including public utilities.

SECTION 13. INDEMNIFICATION AND INSURANCE.

13.1 A Permit Holder shall, at its sole cost and expense, indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising out of the Permit Holder's use or occupancy of the Rights-of-Way. A Permit Holder shall defend any actions or proceedings against the Township in which it is claimed that personal injury, including death, or property damage was caused by the Permit Holder's use or occupancy of the Rights-of-Way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay

judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other costs of indemnification. A Permit Holder shall not be required to indemnify and hold the Township harmless for claims caused by the Township's negligence, gross negligence or willful misconduct.

13.2 A Permit Holder shall, at all times during the life of a Permit, carry and require its subcontractors to carry liability, property damage, worker's disability, and vehicle insurance issued to the Permit Holder by an insurance company licensed to do business in the Commonwealth of Pennsylvania in an amount and form acceptable to the Township as set forth in the Permit. A Permit Holder shall name the Township as an additional insured on its liability insurance policies for whom defense will be provided as to all such coverages. All required insurance coverage shall provide for thirty (30) days notice to the Township in the event of material alteration or cancellation of such coverage prior to the effective date of such material alteration or cancellation. A Permit Holder shall provide appropriate insurance certificates to the Township within thirty (30) days after the execution of a Permit and annually with an application for a Renewal Permit. Any certificate of insurance presented to the Township shall verify that the Applicant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the Applicant's use and occupancy of the Rights-of-Way.

13.3 In lieu of the certificate of insurance required under Section 13.2, proof of self-insuring status that demonstrates adequate financial resources to defend and cover any and all potential claims will be acceptable to the Township.

SECTION 14. REPORTING REQUIREMENTS.

14.1 A Permit Holder shall annually provide the Township, upon Application for renewal of the Permit, or upon request, a current map of the locations of its existing equipment and facilities and a summary of all additions and deletions of equipment and facilities in the Rights-of-Way, unless no changes have occurred in the previous year. If no changes have occurred in the previous year, Permit Holder shall so inform the Township in writing.

14.2 A Permit Holder shall submit to the Township such reasonable information directly related to the Permit Holder's use and occupation of the Rights-of-Way as the Township may request. All information provided to the Township shall be maintained by the Township as proprietary and confidential if such information is designated in good faith as such prior to the time it is provided to the Township.

SECTION 15. SALE OR TRANSFER OF RIGHTS OF PERMIT HOLDER.

A Right-of-Way Permit may be transferred or assigned, upon thirty (30) days written notice to the Township, provided that the transferee/assignee agrees in writing, prior to the transfer or assignment to comply with all of the obligations and requirements contained in this Ordinance.

SECTION 16. PERFORMANCE BOND.

16.1 All Persons submitting a request for a Permit to construct or maintain a Telecommunications System in accordance herewith shall file with their request a bond solely for the protection of the Township with a surety company or trust company as surety in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to protect the Township from any and all damages or costs suffered or incurred by the Township as a result thereof, including, but not limited to, attorney's fees and costs of any action or proceeding, the full amount of compensation, indemnification, cost of removal or abandonment of any property, or other costs resulting from a default. The bond shall be a continuing obligation during the entire terms of any Right-of-Way Permit or Construction Permit issued in accordance herewith.

16.2 None of the provisions of this Section 16, nor any bond accepted by the Township pursuant hereto, nor any damages recovered by the Township thereunder shall be construed to excuse the faithful performance by or limit the liability of the Permit Holder under this Ordinance or any Permit issued in accordance herewith or for damages either to the full amount of the bond or otherwise.

SECTION 17. TERMINATION.

17.1 In addition to all other rights and powers reserved by the Township, the Township reserves the right to terminate a Permit and all rights and privileges of a Permit Holder for any of the following reasons:

- a. A Permit Holder fails, after thirty (30) days prior written notice, to comply with any of the material provisions of the Permit or this Ordinance;
- b. A Permit Holder attempts to or does practice any fraud or deceit in its conduct or relations with the Township under the Permit;
- c. The Township condemns all of the property of a Permit Holder within the Township by the lawful exercise of eminent domain;
- d. The Permit Holder abandons the Telecommunication System.

17.2 A termination shall be declared only by a written decision of the Board of Supervisors after an appropriate public hearing that shall afford the Permit Holder due process and a full opportunity to be heard and to respond to any notice of grounds to terminate in accordance with applicable law. All notice requirements shall be met by providing the Permit Holder at least sixty (60) days prior written notice of a public hearing concerning the proposed termination. Such notice shall state grounds for termination. The Board of Supervisors, after a public hearing and upon finding the existence of grounds for termination, may either declare the Permit terminated or excuse such grounds upon a showing by the Permit Holder of mitigating circumstances or good cause for the existence of such grounds.

SECTION 18. REMOVAL.

18.1 Upon expiration or termination of the Permit, if the Permit is not renewed, the Permit Holder shall, upon sixty (60) days prior written notice to the Permit Holder, commence to remove its equipment from the Rights-of-Way and shall Restore said areas. If such removal is not completed within six (6) months of such notice, the Township may deem any property not removed as abandoned and the Township may remove it at the former Permit Holder's expense. In the event that the Permit

Holder installed and/or operated any underground conduit or pipe which is six inches (6") or more in diameter, Permit Holder shall fill said conduit or pipe with material in a manner satisfactory to Township.

18.2 During the term of the Permit, if the Permit Holder decides to abandon or no longer use all or part of the Telecommunications System, it shall provide the Township with written notice of its abandonment at least thirty (30) days prior to such decision, which notice shall describe the equipment and its location.

18.3 Township may request Permit Holder to declare Permit Holder's intention as to abandonment to all or part of the Telecommunication System during the term of the Permit. Permit Holder shall respond to such request within ninety (90) days or such portions of the Telecommunications System shall be deemed abandoned.

18.4 Township shall have the right to require the Permit Holder to commence to remove the abandoned facility in part or in total upon sixty (60) days prior written notice to the Permit Holder. If such removal is not completed within six (6) months of such notice, Township may remove it at the Permit Holder's expense.

SECTION 19. ENFORCEMENT.

Any person who has violated any of the terms of this Ordinance shall, upon being found liable in a civil enforcement proceeding commenced by the Township, pay a judgment of not more than Five Hundred Dollars (\$500.00) plus all court costs, including reasonable attorneys' fees incurred by the Township as a result thereof. The District Justice shall have initial jurisdiction over proceedings brought pursuant to this Ordinance. No judgment shall commence or be imposed, levied or payable until the date of the determination of a violation by the District Justice. If the defendant neither pays nor timely appeals the judgment, the Township may enforce the judgment pursuant to the appropriate rules of civil procedure. Each day that a violation continues shall constitute a separate violation, unless the District Justice, determining that there has been a violation further determines that there was a good faith basis for the Person violating the Ordinance to have believed that there was no such

violation, in which event there shall be deemed to have been only one such violation until the fifth day following the date of the determination of a violation by the District Justice, and thereafter each day that a violation continues shall constitute a separate violation. All judgments, costs and reasonable attorneys' fees collected for the violation of this Ordinance shall be paid over to Morgan Township.

SECTION 20. POLICE POWERS.

The Township, by granting any Permit under this Ordinance, does not waive, lessen, impair or surrender the lawful police powers vested in the Township under applicable federal, state and local laws pertaining to the regulation or use of the Rights-of-Way.

SECTION 21. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this Ordinance invalid.

SECTION 22. EQUAL APPLICATION.

The provisions of this Ordinance shall be imposed upon and enforced against all Persons requiring a Permit for the provision of any facility or construction of any facility within the Township.

SECTION 23. REPEALER.

Any Ordinance, or part or section of any Ordinance, which is found to be inconsistent with the provisions of this Ordinance, are hereby repealed insofar as they are inconsistency herewith and only to the extent of such inconsistency.

SECTION 24. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

ORDAINED and ENACTED this _____ day of _____, 2008.

ATTEST:

TOWNSHIP OF MORGAN

Relda K. Litten, Secretary/Treasurer

By:

Shirl Barnhart, Chairman

James E. Gayman, Vice-Chairman

George E. Handford

(SEAL)

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