

Chapter 13

Licenses, Permits and General Business Regulations

Part 1

Junk Dealers, Junkyards, and Scrap Yards

- §13-101. Title
- §13-102. Definitions
- §13-103. License
- §13-104. Contents of Application for License
- §13-105. Preliminary Approval
- §13-106. Application for License Renewal
- §13-107. General Operating Requirements
- §13-108. Physical Characteristics
- §13-109. Extension or Enlargement of Existing Junkyards
- §13-110. Assignment and Transfer
- §13-111. Revocation and Suspension of License
- §13-112. Fees
- §13-113. Rules and Regulations
- §13-114. Violations
- §13-115. Inspections
- §13-116. Penalty for Violation
- §13-117. Waiver

Part 2

Cable Television System Operating Regulations

- §13-201. Rate Filing and Review of Rates by Franchising Authority
- §13-202. Public Inspection of Rate Filings; Consideration of the Views of Interested Parties
- §13-203. Authority of Township to Implement FCC Rate Regulations
- §13-204. Proprietary Information

Part 3

Sexually Oriented Businesses

- §13-301. Purpose and Findings
- §13-302. Definitions
- §13-303. License Required
- §13-304. Issuance of License
- §13-305. Fees
- §13-306. Inspection
- §13-307. Expiration of License
- §13-308. Suspension
- §13-309. Revocations and Appeals of Denials, Suspensions or Revocations
- §13-310. Transfer of License
- §13-311. Regulations Pertaining to Exhibition of Sexually Explicit Films, Videos,

- or Live Entertainment in Viewing Rooms
- §13-312. Additional Regulations for Escort Agencies
- §13-313. Additional Regulations for Nude Model Studios
- §13-314. Additional Regulations Concerning Public Nudity
- §13-315. Prohibition Against Children in a Sexually Oriented Business
- §13-316. Hours of Operation
- §13-317. Exemptions
- §13-318. Violations and Penalties
- Exhibit 13-3-A Application for Employee License for Sexually Oriented Business
- Exhibit 13-3-B Annual Application for License for a Sexually Oriented Business

Part 4
Oil and Gas Drilling Operations

- §13-401. Purpose
- §13-402. Definitions
- §13-403. Required Approvals
- §13-404. Surface Construction/Operation Requirements
- §13-405. Agreements Between Surface Owners and Well Operators
- §13-406. Fees
- §13-407. Enforcement and Penalties for Violation
- Exhibit 13-4-A Application for Oil and Gas Drilling Operations Surface and Land Development Permit
- Exhibit 13-4-B Permit for Oil and Gas Drilling Operation Surface and Land Development

Part 5
Wind Turbine Generators

A. General

- §13-501. Findings
- §13-502. Establishment
- §13-503. Definitions
- §13-504. Permits Required
- §13-505. Permit Fee
- §13-506. Duration of Permit
- §13-507. Notice of Application
- §13-508. Review of Application
- §13-509. Issuance of Permit
- §13-510. Criteria and Regulation for Granting of Permit
- §13-511. Continued Compliance
- §13-512. No Further Land Development
- §13-513. No Further Subdivision
- §13-514. Penalty
- §13-515. Appeals
- §13-516. Appeal Fees
- §13-517. Saving Clause
- §13-518. Miscellaneous
- Exhibit 13-5-A Development Agreement and Permit

B. Premise Use/Stand Alone Wind Turbine Generators

- §13-521. Definitions
 - §13-522. Findings
 - §13-523. Permit Required
 - §13-524. Permit Fee
 - §13-525. Duration of Permit
 - §13-526. Notice of Application
 - §13-527. Review of Applications
 - §13-528. Issuance of Permit
 - §13-529. Criteria and Regulation for Granting of Permit
 - §13-530. Final Inspection
 - §13-531. Continued Compliance
 - §13-532. Windmills for Residential Wind Energy Generation
 - §13-534. No Further Land Development
 - §13-535. No Further Subdivision
 - §13-536. Penalty
 - §13-537. Applicability
- Exhibit 13-5B-A PUWTG–Development Agreement and Permit
Exhibit 13-5B-B Premise Use Wind Turbine Generator Application/Appeal Form

**Part 6
Soliciting, Canvassing and Peddling**

- §13-601. Exceptions
- §13-602. License Required
- §13-603. Licenses Application
- §13-604. License Issued
- §13-605. Board of Supervisors
- §13-606. License Fee
- §13-607. License Term; New License
- §13-608. License Exhibition
- §13-609. Hours
- §13-610. Parking Vehicle on Street; Littering
- §13-611. Fixed Location Prohibited
- §13-612. Crying Wares, Using Noisemakers, Prohibited
- §13-613. Record of Licenses
- §13-614. License Suspension; Appeals Therefrom
- §13-615. Penalty

Part 1**Junk Dealers, Junkyards, and Scrap Yards****§13-101. Title.**

This Part shall be known as the “Cambria Township Junk Dealer, Junkyard, and Scrap Yard Ordinance of 2001.”

(*Ord. 163, 5/14/2001, §1*)

§13-102. Definitions.

Except where otherwise indicated by context, the following definitions shall apply to the interpretation and enforcement of this Part:

Board of Supervisors - Supervisors of the Township of Cambria, Cambria County, Pennsylvania.

Salvage yard - another name for junkyard.

Municipality - the Township of Cambria, Cambria County, Pennsylvania.

Person - any natural or other person, firm, partnership, association, corporation, company, or organization of any kind.

Junk - scrap, metal, copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste, iron, steel, and other old or scrap ferrous or non-ferrous material, including wrecked, ruined, dismantled, abandoned, nonoperable, disabled, or junked motor vehicles or parts thereof, or motor vehicles no longer used as such.

Junkyard - yard, lot, or place covered or uncovered, outdoors or in an enclosed building, containing junk as defined herein, upon which principally occurs one or more acts of buying, keeping, storing, dismantling, processing, recycling, salvaging, selling, or offering for sale, any such junk, in whole units or by parts for a business or commercial purpose; or for the storage of parts for a business or commercial purpose; or for the storage of two or more junked motor vehicles outside of any building or enclosure; but shall not include a transfer station licensed or permitted by the Commonwealth of Pennsylvania, or a recycling center licensed or permitted by the Township of Cambria.

Preliminary approval - approval of the application by the Supervisors which permits the applicant to develop his yard as per the requirements of this Part. Preliminary approval does not permit the applicant to operate the junkyard or accumulate junk in the approved location.

Junk dealer - shall mean another name for a licensee.

Licensee - any person holding a valid, current license issued pursuant to this Part.

Junked motor vehicle - any motor-driven vehicle, regardless of size, which is incapable of being self-propelled or is unable to move under its own power upon the public streets of the Township or is incapable of being utilized for this intended purpose. Also included in this definition is any trailer, semi-trailer, or any other article which would be classified as a vehicle under the Vehicle Code of Pennsylvania, 75 Pa.C.S.A. §101 *et seq.* The term “junked motor vehicle” shall include any

disabled, abandoned, non-operable, nonregistered, wrecked, ruined, or dismantled motor vehicle.

(*Ord. 163, 5/14/2001, §2*)

§13-103. License.

1. *License Required.* No person shall establish, operate, maintain, or permit to be established, operated, or maintained upon any property owned or controlled by him, a junkyard within the limits of the Township without having first secured a license from the Township. Such license shall be issued by the Township, or its representative, in accordance with this Part.

2. *Licensee With Multiple Locations.* Any licensee establishing, operating, or maintaining a junkyard at more than one location shall be required to have in effect a separate license for each such location.

3. *Licensing Period Renewal Posting.* Each license issued pursuant to this Part shall be valid for a period of not more than 1 year from the date of issuance. Each such license shall be subject to annual renewal provided applicable fees, fines, and penalties have been paid and provided the junkyard continues to be operated and maintained in accordance with the provisions of this Part. A current license shall be conspicuously displayed or posted upon the licensed junkyard at all times.

(*Ord. 163, 5/14/2001, §3*)

§13-104. Contents of Application for License.

1. Every person seeking license under this Part shall make written application to the Township on a form to be provided by the Township.

2. The application shall include the following information:

A. The name and address of the applicant, if the applicant is a natural person; but if the applicant is another entity, the names and addresses of all officers, directors, partners, or natural persons having primary responsibility for the lawful day-to-day operation of the junkyard or scrap yard.

B. The names and addresses of the owner or owners of the land upon which the junkyard is to be laid out.

C. Written consent of the owner or owners of the property, if different from applicant.

D. A metes and bounds survey of the property showing the location of the property, together with a deed reference to the property, containing a layout of the proposed junkyard, and showing sufficient detail to establish compliance with this Part, and the Cambria Township Subdivision and Land Development Ordinance [Chapter 22] and all other applicable ordinances, laws, and regulations. A junkyard or scrap yard shall have a minimum of 10 acres and a maximum of 20 acres, and shall front on a public road or have access to a public road by a right-of-way of at least 33 feet in width. Where a proposed junkyard fronts on or has access to a State highway, a commercial highway occupancy permit must be obtained from the Pennsylvania Department of Transportation.

E. Plans and specifications for all fencing, water facilities, screening, access driveways, sewage disposal system, or stormwater management.

F. Any other information, in any format, and in as many copies as the Township may from time to time require.

(*Ord. 163, 5/14/2001, §4*)

§13-105. Preliminary Approval.

Any person wanting to establish, operate, or maintain a junkyard within the Township must seek a preliminary approval of an application by submitting an initial application and application fee after which:

A. The Board of Supervisors shall review the application and plans for completeness and for compliance with this Part, other Township ordinances and regulations, and State or Federal laws or regulations.

B. The Board of Supervisors shall inspect the site, taking into consideration the suitability of the property proposed to be used for the purposes of the license, the character of the properties located nearby, and the effect of the proposed use upon the Township, with specific reference to the general health, safety, and welfare of the public and the residents of the Township.

C. The Boards of Supervisors, in its sole discretion, may hold a public hearing on the application.

D. The Board of Supervisors may impose, in addition to the general requirements set forth in this Part, such other terms and conditions as it may deem necessary to carry out the spirit and intent of this Part and to effect the protection of the general health, safety, and welfare of the public and the residents of the Township.

E. After completion of the above items, and the determination by the Board of Supervisors that the applicant's plans and representations comply with this Part and all other applicable ordinances, laws, rules, and regulations, the Supervisors shall issue in writing a "preliminary approval" of the site.

F. Preliminary approval shall be in writing and shall contain a statement that the application and plans as submitted are acceptable to the Board of Supervisors without modification; or shall contain a detailed and itemized list of other terms, conditions, and requirements which must be met if the application is to be finally approved.

G. Preliminary approval shall commit the Township to issue a license, pursuant to this Part, only after the site is, in fact, in complete compliance with the terms of the preliminary approval and the requirements of this Part.

H. No junkyard, scrap yard, or junk dealer shall conduct business on the site until a license is issued.

I. It shall be solely the obligation of the applicant to communicate to the Township, within the preliminary approval period, that the site has been made to fully comply with this Part and the terms, conditions, and requirements of the preliminary approval.

J. Preliminary approval shall be valid for not more than 6 months, after which, if the site is not in full compliance with this Part and all other terms, conditions, and requirements of the preliminary approval, the preliminary approval shall be revoked by the Board of Supervisors and the Township shall not thereafter

be required to issue a license automatically, at the expiration of 6 months.

K. The preliminary approval does not constitute a license—temporary or otherwise; nor does it allow for junk-salvage operations of any kind; nor does it constitute assurance that a license will be issued.

(*Ord. 163, 5/14/2001, §5*)

§13-106. Application for License Renewal.

After a license has been issued for a junkyard in order to continue the operation and maintenance of such junkyard, the licensee shall be required to apply for license renewal on a form to be provided by the Township. Such application for renewal shall be filed with the Township within such time as to allow the Township an opportunity for on-site inspection of the junkyard prior to the date on which the license must be renewed; but in no event shall such application be filed fewer than 60 days before the expiration of the current license. The Board of Supervisors shall, from time to time, establish rules and regulations governing the application for and issuance of renewal licenses.

(*Ord. 163, 5/14/2001, §6*)

§13-107. General Operating Requirements.

The following general requirements shall apply to all junkyards licensed in accordance with the provisions of this Part:

A. Such premises shall at all times be maintained so as not to constitute a nuisance or menace to the health, safety, or welfare of the community and maintained so as not to provide a breeding place of rodents or vermin.

B. No garbage or other organic waste shall be stored in open containers on premises.

C. All junk shall be stored and arranged so as not to interfere with natural drainage of the land and shall be so stored and arranged as to prevent the accumulation of stagnant water and to facilitate access for firefighting purposes.

D. Maintenance shall be such that any adjacent stream or body of water shall not be polluted or damaged by the drainage or dumping of organic or inorganic waste materials or waste substances.

E. Junk shall be stored in piles within the enclosed area not exceeding 8 feet in height within 50 feet of screening or fencing line. Junk shall be permitted to be piled not exceeding 12 feet in height in the remaining area of the junkyard. Junk shall be arranged so as to permit easy access to all such junk for firefighting purposes.

F. No combustible material of any kind not necessary or beneficial to the licensed business shall be kept on the premises, nor shall the premises be allowed to become a fire hazard.

G. No oil, grease, tires, gasoline, tar, petroleum products, shingles, or other similar materials or junk shall be burned within a junkyard at any time.

H. The licensee shall permit inspection of the business premises by the municipality or its appointed representative at any reasonable time.

I. Any property not provided for and approved by the Township with the licensee shall not be utilized for junkyard operations.

J. All oil, antifreeze, gasoline, transmission fluids, and other vehicular fluids shall be drained from all vehicles before such vehicles are stored or scrapped in the junkyard; and all such fluids shall be properly containerized, stored, transported, and disposed of in the manner or manners prescribed by or consistent with the regulations promulgated by the Pennsylvania Department of Environmental Protection in 25 Pa.Code, Chapter 75, relating to solid waste management, and in regulations promulgated by the United States Environmental Protection Agency at 40 CFR, Subchapter I, Parts 240-280, relating to solid waste, or any other applicable laws or regulations pertaining to solid waste or solid waste management.

K. All spare tires not being used for a useful purpose must be covered by a tarpaulin and not left exposed to the weather or enclosed within a structure.

(Ord. 163, 5/14/2001, §7)

§13-108. Physical Characteristics.

1. The area used for a junkyard shall be completely enclosed with a solid board or metal fence; or a mound of ground with a minimum height of 10 feet; or by a screen of trees; or by a combination of the above, as approved by the Board of Supervisors. All fences and screening shall be of sufficient height to screen the junkyard from view of adjacent properties and highways. All fences and screening proposed must be approved by the Board of Supervisors, who may approve such fencing or screening as may be deemed necessary in view of natural contours, features, and requirements. Tree screening utilized shall follow the following guidelines:

A. A minimum of two rows of trees, shrubs, or other vegetation, not less than 50 percent evergreen materials, shall be planted to produce the effective visual barricade.

B. At least two different species of trees, shrubs, or other vegetation shall be utilized. Selected species shall exhibit different tolerances to insects and disease.

C. Species selected must be capable of producing the effective visual barrier, 10 feet in height, within 5 years of planting.

D. Prompt replacement of any dead species shall be required.

2. The required fencing and screening shall be set back the following minimum distances from the property line or street:

A. Solid fencing - 25 feet from street right-of-way and 25 feet from all property lines.

B. Tree screening - 25 feet from the street right-of-way and 25 feet from all property lines. The area between the property line or street right-of-way and the fence or tree screening shall be kept clean and vacant at all times.

3. All entrances and exits into and from the salvage yard shall have gates which shall be closed and locked when the yard is not in operation. All entrances must meet the site distance requirements of the Department of Transportation and the Cambria Township Subdivision and Land Development Ordinance [Chapter 22].

4. Sufficient on-site parking will be provided for loading and unloading vehicles

as well as for employee and customer parking.

5. It shall be the responsibility of the junkyard owner or operator to maintain the screening established by it, doing such painting and repairs as to keep any fence, walls, or other structural material in good appearance. Plant material shall be watered, pruned, cultivated, and mulched, treated for insect and disease control, and given any required maintenance to keep all plants in healthy condition. Dead plants shall be removed immediately and shall be replaced during the next Spring or Fall planting season. Replacement plants shall be at least as large as the initial plants and of the same species and quality, unless approval for substitution is received from the Township.

6. Failure to maintain screening shall result in the revocation of the junkyard license.

(*Ord. 163, 5/14/2001, §8*)

§13-109. Extension or Enlargement of Existing Junkyards.

Any person wishing to extend or enlarge the area of an existing junkyard shall make application for a new license in accordance with the provisions of this Part, and will be required to comply with all provisions of this Part as if he were applying for a license for a new junkyard.

(*Ord. 163, 5/14/2001, §9*)

§13-110. Assignment and Transfer.

No license issued under this Part shall be assigned or transferred to any other person without the express written authorization of the Township Supervisors. Any person wishing to transfer or assign such license shall make a written request to do so, directed to the Board of Supervisors, and setting forth the name and address of the transferee and the date the transfer is expected to be effective. Such written request shall be submitted together with a transfer fee, the amount of which shall, from time to time, be determined by the Board of Supervisors; and such transfer fee shall not be returned whether or not the transfer or assignment of the license is authorized. Such written request must be submitted at least 60 days prior to the date the transfer is expected to be effective.

(*Ord. 163, 5/14/2001, §10*)

§13-111. Revocation and Suspension of License.

The Board of Supervisors shall suspend any license issued hereunder upon failure of any licensee to comply with, or to maintain compliance with, or for violation of any provision, standard or requirement of this Part. The Township shall notify the licensee, in writing, of any section or sections of this Part which the Township or its representative believes to have been violated. Any notice provided for herein may also identify a reasonable period of time within which the licensee may effect compliance without prosecution. Any notice provided for in this Section may be served personally upon the licensee, or may be posted conspicuously upon the property for which the license has been granted, or may be posted conspicuously at the address of the licensee as shown on the application, or may be sent to the licensee by certified or registered mail to the address shown on the application.

(*Ord. 163, 5/14/2001, §11*)

§13-112. Fees.

Application fees, renewal fees, transfer fees, and other fees shall be established, from time to time, by resolution of the Board of Supervisors.

(*Ord. 163, 5/14/2001, §12*)

§13-113. Rules and Regulations.

The Board of Supervisors may, from time to time, review or alter the rules and regulations, the application form, renewal application form, and any other forms reasonable and necessary to the property and the effective administration of this Part.

(*Ord. 163, 5/14/2001, §13*)

§13-114. Violations.

1. It shall be unlawful for any person to violate any of the provisions of this Part.

2. It shall further be unlawful for any person to establish, operate, or maintain a junkyard, scrap yard or junk dealership after a preliminary approval has been granted but before a license has been issued. It shall be unlawful for any person to misrepresent material facts in any application or renewal application submitted under this Part. It shall be unlawful for any applicant or licensee to fail to notify the Township if said licensee is ever cited by County, State, or Federal authorities for alleged violations of laws, rules, or regulations relating to the operation of junkyards.

(*Ord. 163, 5/14/2001, §14*)

§13-115. Inspections.

The Supervisors, or any one of them, or any representative duly authorized by the Board of Supervisors, shall be permitted to enter and inspect the premises of any licensee or any applicant for preliminary approval at any reasonable time and with no notice.

(*Ord. 163, 5/14/2001, §15*)

§13-116. Penalty for Violation.

Any violation of this Part or failure to comply with any provision or provisions of this Part shall constitute a summary offense. Any person, partnership, or corporation who or which shall violate any of the provisions of this Part, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not less than \$300 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. All fines collected for the violation provisions of this Part shall be paid over to the Township.

(*Ord. 163, 5/14/2001, §16; as amended by Ord. 199, 2/9/2009*)

§13-117. Waiver.

The Board of Supervisors may, in their sole discretion, waive a provision or requirement of this Part under exceptional circumstances, but only where the waiver will not distort the overall concept of a regulated junkyard as contained herein.

(Ord. 163, 5/14/2001, §19)

Part 2**Cable Television System Operating Regulations****§13-201. Rate Filing and Review of Rates by Franchising Authority.**

The Township shall follow the FCC Rate Regulations in its regulation of Basic Cable Service Rates and Charges and other such rates and charges as allowed by FCC Rate Regulations, of TCI of Pennsylvania, Inc. and/or any other Franchisee hereafter operating in the Township, notwithstanding any different or inconsistent provisions in any cable franchise.

A. A Franchisee that is notified that its basic service and equipment rates are subject to rate regulation shall file, within 30 days of notification a submission (hereafter, the “Rate Filing”) as required by FCC Rate Regulations. The Franchisee’s rate affected by such notice shall not be subject to increase except with the prior approval of the Township, or as provided by FCC Rate Regulations.

B. Every Rate Filing shall be submitted to the Township of Cambria, Revloc, Pennsylvania (Attention: Township Supervisors). Four copies of the filing are required to be submitted. If the cable operator claims that any part of the filing is proprietary, it shall file four additional (redacted) copies, which shall omit the proprietary information.

C. If external costs are included in the Rate Filing and/or if different rates for classes of customers are proposed, the Rate Filing is required to show how the rates are consistent with FCC Rate Regulations. A Franchisee shall respond to requests for information from the Township by deadlines established by the Township.

D. If the Township finds that the initial rates and/or any subsequent rate increases are within the FCC Rate Regulation Standards, the rates shall be effective 30 days after submission of the Rate Filing.

E. If the Township is unable within 30 days of submission to determine whether the rate at issue is within benchmark standards of the FCC, based on material submitted by the Franchisee, or if the Franchisee submitted a cost of service showing, the Township may take an additional period of time to make a final determination and toll the effective date of the proposed cable rates for a commensurate period. The Township may take an additional 90 days if it needs more time to ensure that a rate is within benchmark standards of the FCC. The Township may take an additional 150 days to evaluate a cost-of-service showing. The Township shall issue a written decision regarding its invocation of the additional time period within 30 days of the submission and shall notify the Franchisee. If no action is taken within the above-reference time periods, the proposed rates shall go into effect, subject to subsequent refund orders, if the Township later issues a decision disapproving any portion of the proposed rates.

F. The Township Board of Supervisors shall issue a written decision on its findings in compliance with FCC Rate Regulations. If the rates are in excess of the FCC Rate Regulation Standards, then the rates may be reduced by the Township pursuant to the applicable FCC Rate Regulations.

G. After the initial rate regulation procedures are followed, any Franchisee

shall, in conjunction with each change in Basic Service Rates and Charges and other such rates and charges as allowed by FCC Rate Regulations conform to FCC Rate Regulations.

H. Every rate approved or prescribed shall be subject to further reduction and refund, as allowed by FCC Rate Regulations.

I. A Franchisee shall be subject to all applicable penalties and forfeitures under the Franchise Agreement and FCC Rate Regulations.

J. A Franchisee is required to serve the Township with all filings made by the Franchisee to the FCC related to the regulation of Basic Service Rates and Charges and other such rates and charges as allowed by FCC Rate Regulations in the Township.

K. A Franchisee is required to provide all supporting documents with its submission in conformance with FCC Rate Regulations and provide in a timely manner all additional supporting documentation as requested by the Township.

(Res. 351, 9/26/1994, §I)

§13-202. Public Inspection of Rate Filings; Consideration of the Views of Interested Parties.

In connection with such regulation and except where nondisclosure of information is authorized and necessary, the Township shall provide for public inspection of the Rate Filing and ensure a reasonable opportunity for consideration of the views of interested parties including, but not limited to the following:

A. Upon receiving a Rate Filing (FCC Form 393) from a cable operator, the Township Supervisors or their designee, shall promptly publish a public notice in a local daily newspaper of general circulation that a filing has been received and that, except for those parts which may be withheld as proprietary pursuant to Federal and/or State law, is available for public inspection. The notice shall state that interested parties may comment on the filing, and shall provide for any and all interested parties to submit written comments of the filing to the Township Supervisors or their designee during the comment period. The comment period shall be 10 days and shall commence on the date the notice is provided. The Franchisee may submit responses to comments by interested parties during the comment period and for 5 days thereafter.

B. If the Township extends the period for its review an additional 90 days for a benchmark showing or an additional 150 days to evaluate a cost-of-service showing, or for a longer period as allowed by FCC Rate Regulations, the comment period shall be extended for a 20-day period commencing on the day the written decision extending the time period was issued. The Franchisee may respond to comments by interested parties during the comment period and for 5 days thereafter.

C. If the Township prepares a public document analyzing Rate Filing, such document shall be made available to the Franchisee. The Franchisee shall have 3 days, or such longer period as specified by the Township, to file a response with the Township. Prior to prescribing a rate or a refund, the Township shall provide the Franchisee with an opportunity to comment on the proposed rate or refund.

(*Res. 351, 9/26/1994, §II*)

§13-203. Authority of Township to Implement FCC Rate Regulations.

The Township Supervisors or their designee is authorized on behalf of the Township to execute and file with the FCC such submissions as are now, or may hereafter, be required by FCC Regulations, in order to regulate Basic Service Rates and Charges and other such rates and charges as allowed by FCC Rate Regulations and to establish any additional procedures for the Township and the Franchisee in conformity with FCC Regulations. The Township may utilize a rate consultant to advise it on proposed rate changes and to assist it in the procedures and the standards for review adopted by the FCC. A rate consultant may be any person who has sufficient background and experience, in the sole opinion of the Township, to properly evaluate and analyze rates and charges.

(*Res. 351, 9/26/1994, §III; as amended by Ord. 199, 2/9/2009*)

§13-204. Proprietary Information.

1. If these provisions, or any request for information requires the production of proprietary information, the Franchisee is required to produce the information. However, the Franchisee may request that specific, identified portions of its response be treated as confidential and withheld from public disclosure. The Franchisee must state the reasons why the information should be treated as proprietary and the facts that support those reasons. The request for confidentiality will be granted if the Township determines that non-disclosure is consistent with the provisions of the Freedom of Information Act, 5 U.S.C. §552, FCC Rate Regulations, and the law of the Commonwealth of Pennsylvania, where applicable. If the Franchisee requests confidentiality and the request is denied, (A) where the Franchisee is proposing a rate increase, it may withdraw the proposal, in which case the allegedly proprietary information will be returned to it; or (B) the Franchisee may seek review within 5 working days of the denial in any appropriate forum. Release of the information will be stayed until such time as disclosure is required by law.

2. A request by any interested person or party for public disclosure and inspection of material withheld by the Township as proprietary, shall be governed by the aforementioned Federal and State law, where applicable. The Township will notify the Franchisee of the disposition of any request for public disclosure of information claimed by the Franchisee, and withheld by the Township, as proprietary information. The requesting party or the Franchisee may seek review of any decision by the Township regarding proprietary information, by filing an appeal with the appropriate forum, as required by law. Disclosure of the information in question will be stayed pending resolution of any appeal.

(*Res. 351, 9/26/1994, §IV*)

Part 3**Sexually Oriented Businesses****§13-301. Purpose and Findings.**1. *Purpose.*

A. Pursuant to the authority granted in the Second Class Township Code, 53 P.S. §65101 *et seq.* to prohibit nuisances; to promote the health, welfare, cleanliness, comfort and safety of the citizens of Cambria Township; and to regulate the time of opening and closing and the conduct of places of public entertainment, amusement and recreation; the Township of Cambria enacts this Part to minimize and control the adverse (secondary) effects of sexually oriented businesses and thereby protect the health, safety, and welfare of its citizens; protect the citizens from increased crime; preserve the quality of life; preserve the property values and character of surrounding neighborhoods; and deter the spread of blight.

B. The Board of Supervisors has determined that licensing is a legitimate and reasonable means of accountability to insure that operators of sexually oriented businesses comply with reasonable regulations, and to insure that operators do not knowingly allow their establishments to be used as places of illegal sexual activity or solicitation.

C. The Board of Supervisors does not intend this Part to suppress any speech activities protected by the First Amendment, but to enact a content neutral ordinance which addresses the secondary effects of sexually oriented businesses.

2. *Legislative Findings.* The Board of Supervisors finds:

A. Sexually oriented businesses have adverse secondary effects, which secondary effects should be regulated to protect the public health, safety and welfare. These secondary effects may involve performance of sexual acts in public places, presence of discarded sexually oriented materials on public and private property, obscenity, prostitution and other illegal sexual activities, crime and neighborhood deterioration.

B. A reasonable licensing procedure is an appropriate mechanism to place the burden of that reasonable regulation on the owners and the operators of the sexually oriented businesses. Further, such a licensing procedure will place a heretofore nonexistent incentive on the operators to see that the sexually oriented business is run in a manner consistent with the health, safety, and welfare of its patrons and employees, as well as the citizens of the Township. It is appropriate to require reasonable assurances that the licensee is the actual operator of the sexually oriented business, fully in possession and control of the premises and activities occurring therein.

C. Removal of doors on viewing booths and requiring sufficient lighting on premises with viewing booths advances a substantial governmental interest in discouraging illegal and unsanitary sexual activity which may occur in adult theaters.

D. Requiring licensees of sexually oriented businesses to keep information regarding current employees and certain past employees will help by preventing

minors from working in such establishments and help prevent unsavory and undesirable persons from being present on premises and will facilitate, if need be, investigations.

E. The disclosure of certain information by those persons ultimately responsible for the day-to-day operations and maintenance of the sexually oriented business will help limit and control potential adverse secondary effects of such businesses.

F. The barring of such individuals from the managements of sexually oriented businesses for a period of years serves as a deterrent to and helps prevent unlawful and/or lewd conduct.

G. The general welfare, health and safety of the citizens of Township will be promoted by the enactment of this Part.

H. Limitation of operating hours of sexually oriented businesses to 9 a.m. to 9 p.m., Mondays through Saturdays, and closure of such businesses on Sundays and holidays helps reduce the adverse secondary effects of such businesses including, but not limited to, late night noise levels, disorderly conduct, sexually offensive materials and activities in public areas, and promotes the public health, safety, and welfare.

(Ord. 151, 11/24/1997, §1)

§13-302. Definitions.

As used in this Part the following words and phrases shall have the meanings indicated unless the context clearly indicates a different meaning:

Adult arcade - any place to which the public is permitted or invited wherein coin-operated, slug-operated, or for any form of consideration, or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, video or laser disc players, or other image-producing devices are maintained, not located within viewing booths, to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of “specified sexual activities” or “specified anatomical areas.”

Adult bookstore, adult novelty store or adult video store - a commercial establishment whose primary business purposes is offering for sale or rental for any form of consideration any one or more of the following:

- (1) Books, magazines, periodicals, or other printed matter or photographs, films, motion pictures, video cassettes, or video reproductions, slides, CD ROM discs or other computer software, or other visual representations which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”
- (2) Instruments, devices, or paraphernalia which are designed for use in connection with “specified sexual activities.”

Adult cabaret - a nightclub, bar, restaurant, or other commercial establishment which regularly features:

- (1) Persons who appear in a state of nudity or semi-nudity.
- (2) Live performances which are characterized by the exposure of

“specified anatomical areas” or by “specified sexual activities.”

(3) Films, motion pictures, video cassettes, slides, or other photographic reproductions or visual presentations of any other kind which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

Adult motion picture theater - a commercial establishment where, for any form of consideration displays/shows motions pictures, video cassettes, slides, or similar photographic reproductions or visual presentations of any kind are regularly shown which are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

Adult theater - a theater, concert hall, dance hall, auditorium, or similar commercial establishment which regularly features person who appear in a state of nudity or semi-nudity, or live performances which are characterized by the exposure of “specified anatomical areas” or by “specified sexual activities.”

Employee - a person who performs any service on the premises of a sexually oriented business on a full-time, part-time, or contract basis, whether or not the person is denominated an employee, independent contractor, agent or otherwise and whether or not said person is paid a salary, wage, or other compensation by the operator of said business. (“Employee” does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises.)

Escort - a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort agency - a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Establishment - any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business.
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business.
- (3) The addition of any sexually oriented business to any other existing sexually oriented business or to a nonsexually oriented business.
- (4) The relocation of any sexually oriented business.

Licensee - a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a license; and in the case of an employee, a person in whose name a license has been issued authorizing employment in a sexually oriented business.

Nude model studio - any place where a person who appears semi-nude, in a state of nudity, or who displays “private anatomical areas” and is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. Nude model studio shall not include a proprietary school licensed by the State of Pennsylvania or a college, junior college or university supported entirely or in part by public taxation;

a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation, or in a structure:

(1) That no sign visible from the exterior of the structure and no other advertising that indicates a nude or semi-nude person is available for viewing.

(2) Where in order to participate in a class a student must enroll at least 3 days in advance of the class.

Nudity or a state of nudity - the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple, or the showing of the covering male genitals in a discernibly turgid state.

Person - an individual, proprietorship, partnership, corporation, association, or other legal entity.

Semi-nude or in a semi-nude condition - the state of dress in which clothing partially or non-opaquely covers specified anatomical areas.

Sexual encounter center - a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex.

(2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

Sexually oriented business - an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Specified anatomical areas - human genitals, pubic regions, anus, buttocks, female breast(s) below a point immediately above the top of the areola, or human male genitals in a discernibly turgid state, even if completely covered.

Specified criminal activity - any of the following offenses:

(1) Prostitution or promotion of prostitution; dissemination of obscenity; sale, distribution, or display of harmful material to a minor; sexual performance by a child; possession or distribution of child pornography; public lewdness; indecent exposure; indecency with a child; engaging in organized criminal activity; sexual assault; molestation of a child; gambling; or distribution of a controlled substance; or similar offenses to those described above under the criminal or penal code of other states or countries.

(2) For which:

(a) Less than 2 years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense.

(b) Less than 5 years have elapsed from the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the conviction is of felony offense.

(c) Less than 5 years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if the convictions are of two or more misdemeanor offenses or combination of misdemeanor offenses occurring within any 24-month period.

(3) The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant or a person residing with the applicant.

Specified sexual activities - any of the following:

(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts.

(2) Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, masturbation, or sodomy.

(3) Excretory functions as part of or in connection with any of the activities set forth in subparagraphs (1) and (2) above.

Transfer of ownership or control of a sexually oriented business - any of the following:

(1) The sale, lease, or sublease of the business.

(2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means.

(3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfers by bequest or other operation of law upon the death of the person possessing the ownership or control.

Viewing booths - booths, stalls, partitioned portions of a room, rooms or other enclosures which are available for viewing (1) films, movies, videos, or visual reproductions of any kind depicting or describing "specified sexual activities" or "specified anatomical areas," or (2) persons who appear in a state of nudity or semi-nudity or who offer performances or presentations characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

Knowingly - having a general knowledge of, or reason to know, or a belief or grounds for belief which warrants further inspection or inquiry of both:

(1) The character and content of any material or performance described herein which is reasonably susceptible of examination by a licensee or person.

(2) The age of the minor provided, however, that an honest mistake shall constitute an excuse from liability hereunder if the licensee or person made a reasonable bona fide attempt to ascertain the true age of such minor.

(Ord. 151, 11/24/1997, §2)

§13-303. License Required.

1. It is unlawful:

A. For any person to operate a sexually oriented business without a valid sexually oriented business license issued by the Township pursuant to this Part.

B. For any person who operates a sexually oriented business to employ a person to work for the sexually oriented business who is not licensed as a sexually

oriented business employee by the Township pursuant to this Part.

C. For any person to obtain employment with a sexually oriented business without having secured a sexually oriented business employee license pursuant to this Part.

D. Beginning on the 60th day after enactment of this Part for any person to continue to operate any sexually oriented business in operation at the time of enactment of this Part without a valid sexually oriented business license pursuant to this Part.

E. Beginning on the 60th day after enactment of this Part for any person who operates a sexually oriented business in operation at the time of enactment of this Part to employ a person to work for the sexually oriented business who is not licensed as a sexually oriented business employee by the Township pursuant to the Part.

F. Beginning on the 60th day after enactment of this Part for any person to obtain employment with a sexually oriented business in operation at the time of enactment of this Part without having secured a sexually oriented business employee license pursuant to this Part.

2. An application for a licensure must be made on a form provided by the Township.

3. All applicants must be qualified according to the provisions of this Part. The application may request and the applicant shall provide such information (including fingerprints) as to enable the Township to determine whether the applicant meets the qualifications established in this Part.

4. If a person who wishes to operate a sexually oriented business is an individual, the person must sign the application for a license as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a 20 percent or greater interest in the business must sign the application for license as applicant. Each applicant must be qualified under the following Section and each applicant shall be considered a licensee if a license is granted.

5. The completed application for a sexually oriented business license shall contain the following information and shall be accompanied by the following documents:

A. If the applicant is:

(1) An individual, the individual shall state his/her legal name and any aliases and submit proof that he/she is at least 18 years of age.

(2) A partnership, the partnership shall state its complete name, and the name of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any.

(3) A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of its State of incorporation and qualified and authorized to conduct business in Pennsylvania, the names and capacity of all officers, directors, and principal stockholders, and the name of the registered corporate agent and the address of the registered office for service of process.

B. If the applicant intends to operate the sexually oriented business under a name other than that of the applicant; he or she must state (1) the sexually

oriented business' fictitious name and (2) submit the required registration documents.

C. Whether the applicant, or a person residing with the applicant, has been convicted of a specified criminal activity as defined in this Part, and, if so, the specified criminal activity involved, the date, place and jurisdiction of each.

D. Whether the applicant, or a person residing with the applicant, has had a previous license under this Part or other similar sexually oriented business ordinance from another municipality, State, or County denied, suspended or revoked, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and whether the applicant or a person residing with the applicant has been a partner in a partnership or an officer, director, or principal stockholder of a corporation that is licensed under this Part whose license has previously been denied, suspended or revoked, including the name and location of the sexually oriented business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.

E. Whether the applicant or a person residing with the applicant holds any other licenses under this Part or other similar sexually oriented business ordinance from another municipality, State, or County and, if so, the names and locations of such other licensed businesses.

F. The specific classification of sexually oriented use for which the applicant is filing along with a detailed description of each and every activity encompassed by the proposed sexually oriented business, which description shall thoroughly demonstrate compliance and/or intended compliance with all provisions of this Part.

G. The location of the proposed sexually oriented business, including a legal description of the property, street address, and telephone number(s), if any.

H. The applicant's mailing address and residential address.

I. A recent photograph of the applicant(s).

J. The applicant's driver's license number, Social Security number, and his/her State or Federally issued tax identification number.

K. A sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus 6 inches.

L. A current certificate and straight-line drawing prepared within 30 days prior to application by a registered land surveyor depicting the property lines, the property to be certified.

M. If an applicant wishes to operate a sexually oriented business, which includes viewing booths, then the applicant shall also comply with the application requirements set forth in §13-311 and shall separately apply for and obtain a building and occupancy permit for the installation of the viewing booths.

N. The application form shall inform the applicant that (a) separate applications are required for any necessary zoning permits, subdivision and land

development approvals or building and occupancy permits and that the applicant may apply for such permits by contacting the Township Director of Code Enforcement and (b) that the Department of Labor and Industry approval is required.

6. Before any applicant may be issued a sexually oriented business employee license, the applicant shall submit on a form to be provided by the Township the following information:

- A. The applicant's name or any other name (including "stage" names) or aliases used by the individual.
- B. Age, date, and place of birth.
- C. Height, weight, hair, and eye color.
- D. Present residence address and telephone number.
- E. Present business address and telephone number.
- F. Date, issuing state, and number of driver's licenses or other identification card information.
- G. Social Security number.
- H. Proof that the individual is at least 18 years of age.

7. Attached to the application form for a sexually oriented business employee license as provided above, shall be the following:

A. A color photograph of the applicant clearly showing the applicant's face, and the applicant's fingerprints on a form provided by any police department. Any fees for the photographs and fingerprints shall be paid by the applicant.

B. A statement detailing the licensing history of the applicant for the 5 years immediately preceding the date of the filing of the application, including whether such applicant previously operated or is seeking to operate, in this or any other County, municipality, State, or country any business or has ever had a license, permit or authorization to do business denied, revoked, or suspended, or had any professional or vocational license or permit denied, revoked or suspended. In the event of such denial, revocation or suspension, state the name, the name of the issuing or denying jurisdiction, and describe in full the reason for the denial, revocation, or suspension. A copy of any order of denial, revocation, or suspension shall be attached to the application.

C. A statement whether the applicant has been convicted of a specified criminal activity as defined in this Part and, if so, the specified criminal activity involved, the date, place and jurisdiction of each.

(Ord. 151, 11/24/1997, §3)

§13-304. Issuance of License.

1. Upon the filing of said application in a fully completed form for a sexually oriented business license or for a sexually oriented business employee license, the application shall then be referred to the Township Supervisors or appointed representative (Code Enforcement Officer) for review and investigation. The Township Supervisors or an appointed representative (Code Enforcement Officer) shall utilize any available resources through the Pennsylvania State Police, the Commonwealth of Pennsylvania

and/or other law enforcement agencies as may be necessary to complete the review and investigation required by this Part. Within 90 days from the date the completed application is filed, the Township Supervisors shall issue a license, unless it is determined by the Township Supervisors that one or more of the following finds is true: (All licenses to be issued shall require approval by the Township Supervisors.)

A. The applicant has failed to provide information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form.

B. The applicant is under the age of 18 years.

C. The applicant has been convicted of a “specified criminal activity” as defined in this Part.

D. The sexually oriented business employee license is to be used for employment in a business prohibited by local or State law, statute, rule or regulation, or prohibited by a particular provision of this Part.

E. The applicant has had a sexually oriented business employee license revoked by the Township within 2 years of the date of the current application. If the sexually oriented business employee license is denied, the temporary license previously issued is immediately deemed null and void. Denial, suspension or revocation of a license issued pursuant to this subsection may be appealed as set forth in §13-309.

F. The required application, investigation, and license fees have not been paid.

G. An applicant’s license to operate a sexually oriented business, issued by any jurisdiction, has been revoked within the preceding 12 months.

H. The proposed sexually oriented business is in violation of or is not in compliance with any of the provisions of this Part.

2. A license granted pursuant to this Section shall be subject to annual renewal upon the written application of the applicant and a finding by the Township that the applicant has not been convicted of any specified criminal activity as defined in this Part or committed any act during the existence of the previous license, which would be grounds to deny the initial license application. The renewal of the license shall be subject to the payment of the fee as set forth in §13-305.

3. The license, if granted shall state on its face the name of the person or persons to whom it is granted, the expiration date, the address of the sexually oriented business and the specific classification of sexually oriented use for which the license is issued. Licenses for sexually oriented businesses shall state that the sexually oriented business shall not commence until all Township Code/Ordinance approvals and Department of Labor and Industry approvals are obtained. All licenses shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that they may be easily read at any time.

4. Applications for building permits shall be processed and either denied or approved within 90 days of a complete application by the Township.

5. A sexually oriented business license shall be issued for the specific classification of sexually oriented use as permitted by ordinance and applied for.

6. A license denial shall conform to the provisions of §13-309.4.

7. Any person aggrieved by the grant of a license may appeal, in writing, within 10 days from the date of issuance of the license, to the Township Board of Supervisors. The Township Board of Supervisors shall then hold a Local Agency Law hearing within 20 days of the date of filing of the appeal and render a decision within 10 days from the end of the hearing. Appeals from a decision of the Township Board of Supervisors may be taken to court subject to §13-309.5 of this Part.

(*Ord. 151, 11/24/1997, §4*)

§13-305. Fees.

1. Every application for a sexually oriented business license (whether for a new license or for renewal of an existing license) shall be accompanied by a nonrefundable application and investigation fee in an amount set by resolution of the Board of Supervisors.

2. In addition to the application and investigation fee required above, every sexually oriented business that is granted a license (new or renewal) shall pay to the Township an annual nonrefundable license fee in an amount set by resolution of the Board of Supervisors at the time of the license issuance or renewal.

3. Every application for a sexually oriented business employee license (whether for a new license or for renewal of an existing license) shall be accompanied by an annual nonrefundable application, investigation, and license fee in an amount set by resolution of the Board of Supervisors.

4. All license applications and fees shall be submitted to the office of the Township Secretary/Treasurer, and, thereafter, the applications shall be forwarded to the Township Code Enforcement Officer for review and investigation and approval or denial.

(*Ord. 151, 11/24/1997, §5*)

§13-306. Inspection.

1. An applicant or licensee shall permit authorized Township officials and their agents or consultants to inspect the premises of a sexually oriented business for the purpose of insuring compliance with the law, at any time it is occupied or open for business.

2. A person who operates a sexually oriented business or his agent or employee commits a violation of this Part if he refuses to permit such lawful inspection of the premises at any time it is occupied or open for business.

(*Ord. 151, 11/24/1997, §6*)

§13-307. Expiration of License.

1. Each license shall expire 1 year from the date of issuance and may be renewed only by making application as provided in §13-303. Application for renewal shall be made at least 30 days before the expiration date, and when made less than 30 days before the expiration date, the date of expiration of the license will not be extended.

2. When the Township denies renewal of a license, the applicant shall not be issued a license for 1 year from the date of denial. If, subsequent to denial, the

Township finds that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date denial become final.

(*Ord. 151, 11/24/1997, §7*)

§13-308. Suspension.

The Township Code Enforcement Officer shall suspend a license for a period not to exceed 60 days if he determines that a licensee or an employee of a licensee has:

- A. Violated or is not in compliance with any provision of this Part.
- B. Refused to allow an inspection of the sexually oriented business premises as authorized by this Part.
- C. Knowingly permitted gambling by any person on the sexually oriented business premises.

(*Ord. 151, 11/24/1997, §8*)

§13-309. Revocations and Appeals of Denials, Suspensions or Revocations.

1. The Township Code Enforcement Officer shall revoke a license if cause of suspension in §13-308 occurs and the license has been suspended within the preceding 12 months.

2. The Township Code Enforcement Officer shall revoke a license if he determines that:

- A. A licensee gave false or misleading information in the material submitted during the application process.
- B. A licensee has knowingly allowed possession, use or sale of controlled substances on the premises.
- C. A licensee has knowingly allowed prostitution on the premises.
- D. A licensee knowingly operated the sexually oriented business during a period of time when the licensee's license was suspended.
- E. A licensee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sex act to occur in or on the licensed premises.

F. A licensee is delinquent in payment to the Township for any licensing fees past due.

G. The licensee or any of his/her or it's agents, servants, or employees have permitted the occurrence of any action at or near or arising from the licensed establishment which would be a violation(s) of any of the State or Federal obscenity statutes including 18 Pa.C.S.A. §5903 and 18 Pa.C.S.A. §5902 (Prostitution).

3. When the Township revokes a license, the revocation shall continue for 1 year, and the licensee shall not be issued a sexually oriented business license for 1 year from the date the revocation became effective. If, subsequent to revocation, the Township finds that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date the revocation became effective.

4. All license applications, renewal, suspension, or revocation decisions shall be sent in writing to the applicant or licensee. All such decisions which deny, suspend or revoke a permit/license shall state specifically the ordinance requirements not met and any other basis for the decision. After denial of an application or denial of a renewal of an application, or after suspension or revocation of any license, the applicant or licensee may appeal pursuant to the local agency law to the Township Board of Supervisors. The Township Board of Supervisors will then hold a Local Agency Law hearing within 20 days from the date the appeal is filed and will render a written decision with 10 days from the date such hearing concludes. Any such appeal must be filed, in writing, with the Township Secretary/Treasurer, within 10 days from the date of mailing of the decision appealed from. Failure to file said appeal with the Township Secretary/Treasurer within 10 days from the date of the mailing of the decision appealed from shall be deemed a conclusive determination as to the issues or matters addressed by the written decision. In the case of a denial of a license renewal, or in the case of a license suspension or revocation, the licensee may continue to operate to the same extent as immediately prior to the suspension or revocation until the earlier of (A) the expiration of the 10-day appeal period without filing of an appeal; or (B) the date of a decision dismissing any appeal.

5. Any person aggrieved by a decision of the Township Board of Supervisors may appeal to a court of competent jurisdiction. The Township shall, upon filing of such appeal, consent to any request by a license applicant or licensee to the court to give expedited review to such appeal. The Township shall certify any record to the court within 20 days of any request by the court to do so.

(Ord. 151, 11/24/1997, §9)

§13-310. Transfer of License.

A licensee shall not transfer his/her license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the application.

(Ord. 151, 11/24/1997, §10)

§13-311. Regulations Pertaining to Exhibition of Sexually Explicit Films, Videos or Live Entertainment in Viewing Rooms.

1. A person who operates viewing booths or causes them to be operated shall comply with the following requirements:

A. Upon application for a sexually oriented license, the application shall be accompanied by a diagram of the premises showing a plan thereon specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed 32 square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of interior of the premises to an accuracy of plus

or minus 6 inches. The Township may waive the foregoing diagram for renewal application if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

B. The application shall be sworn to be true and correct by the applicant.

C. It is the duty of the licensee of the premises to ensure that at least one licensed employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

D. The interior of the premises shall be configured in such a manner that there is an unobstructed view from the manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations.

E. It shall be the duty of the licensees to ensure that the view area specified in paragraph .D remains unobstructed by any door, curtains, partitions, walls, merchandise, display racks, or other materials, and at all times, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to paragraph .A of this Section.

F. No viewing room may be occupied by more than one person at any time.

G. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access.

H. It shall be the duty of the licensees to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

I. No licensee shall allow openings of any kind to exist between viewing rooms or booths.

J. No person shall make or attempt to make an opening of any kind between viewing booths or rooms.

K. The licensee shall, during each business day, regularly inspect the walls between the viewing booths to determine if any openings or holes exist.

L. The licensee shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting.

M. The licensee shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board, or other porous material shall be used within 48 inches of the floor.

2. A person having a duty under paragraphs .A through .M of subsection .1 above commits a violation of this Part if he knowingly fails to fulfill that duty.

(Ord. 151, 11/24/1997, §11)

§13-312. Additional Regulations for Escort Agencies.

1. An escort agency shall not employ any person under the age of 18 years.
2. A person commits a violation of this Part if the person acts as an escort or agrees to act as an escort for any person under the age of 18 years.

(Ord. 151, 11/24/1997, §12)

§13-313. Additional Regulations for Nude Model Studios.

1. A nude model studio shall not employ any person under the age of 18 years.
2. A person under the age of 18 years commits a violation of this Part if the person appears semi-nude or in a state of nudity in or on the premises of a nude model studio. (Excluding necessary use of a private restroom.)
3. A person commits a violation of this Part if the person appears in a state of nudity, or knowingly allows another to appear in a state of nudity in an area of a nude model studio premises which can be viewed from a public right of way.

(Ord. 151, 11/24/1997, §13)

§13-314. Additional Regulations Concerning Public Nudity.

1. It shall be a violation of this Part for a person to knowingly and intentionally, in a public place:

- A. Engage in sexual intercourse or to engage in deviate sexual intercourse as defined by the Pennsylvania Crimes Code, 18 Pa.C.S.A. §101 *et seq.*
- B. Appear in a state of nudity.
- C. Fondle the genitals of himself, herself or another person.

2. For purposes of this Part, “public place” includes all outdoor areas owned by or open to the general public, and all buildings and enclosed places owned by or open to the general public, including but not limited to places of entertainment, taverns, restaurants, clubs, theaters, dance hall, banquet hall, party rooms or halls limited to specific members, and party rooms or halls restricted to adults or to patrons invited to attend, whether or not an admission charge is levied. This Section shall not apply to:

- A. Any child under 10 years of age.
- B. Any individual exposing a breast in the process of breast-feeding an infant under 2 years of age.
- C. The exercise of free speech or free expression in the form of artistic and theatrical performances. (It is the intention of the Township that this Section be construed, enforced and interpreted in such a manner as will cause the least possible infringement of the constitutional rights of free speech, free expression, due process, equal protection or other fundamental rights.)

3. It shall be a violation of this Part for a person who knowingly or intentionally in a sexually oriented business appears in a semi-nude conditions unless the person is an employee who, while semi-nude, shall be at least 10 feet from any patron or customer and on a stage at lease 2 feet from the floor.

4. It shall be a violation of this Part for an employee, while semi-nude in a sexually oriented business, to solicit any pay or gratuity from any patron or customer

or for any patron or customer to pay to give any gratuity to an employee, while said employee is semi-nude in a sexually oriented business.

(*Ord. 151, 11/24/1997, §14*)

§13-315. Prohibition Against Children in a Sexually Oriented Business.

A person commits a violation of this Part if the person knowingly allows a person under the age of 18 years on the premises of a sexually oriented business.

(*Ord. 151, 11/24/1997, §15*)

§13-316. Hours of Operation.

No sexually oriented business shall be open for business before 9 a.m., Monday through Saturday or after 9 p.m., Monday through Saturday. Sexually oriented businesses shall be closed at all times on Sundays and legal holidays.

(*Ord. 151, 11/24/1997, §16*)

§13-317. Exemptions.

It is a defense to prosecution under §13-314 that a person appearing in a state of nudity did so in a modeling class operated:

A. By a proprietary school, licensed by the Commonwealth of Pennsylvania, a college, junior college, or university supported entirely or partly by taxation.

B. By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.

C. In a structure:

(1) Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing.

(2) Where, in order to participate in a class a student must enroll at least 3 days in advance of the class.

(3) Where no more than one nude model is on the premises at any one time.

(*Ord. 151, 11/24/1997, §17*)

§13-318. Violations and Penalties.

1. Any person, firm, or corporation who violates or permits the violation of any provisions of this Part or the rules and regulations approved and hereafter adopted, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. [*Ord. 199*]

2. The Township may commence civil enforcement proceedings to assess fines for violations of this Part. In addition to such civil enforcement proceedings, the Township

may commence, at any time, appropriate actions in equity or otherwise to prevent, restrain, correct, enjoin, or abate violations of this Part.

(*Ord. 151*, 11/24/1997, §18; as amended by *Ord. 199*, 2/9/2009)

Exhibit 13-3-A

Application for Employee License for Sexually Oriented Business

Name of Applicant: _____

Any Aliases or Stage Names Used by Applicant: _____

Applicant's Address: _____

Applicant's Date of Birth: _____

Applicant's Age: _____

(Proof of age is required to be attached hereto.)

Applicant's Place of Birth: _____

Applicant's Height: _____

Applicant's Weight: _____

Applicant's Hair Color: _____

Applicant's Eye Color: _____

Applicant's Telephone Number: _____

Business Address: _____

Business Telephone Number: _____

Applicant's Driver's License Number and Issuing State: _____

Applicant's Social Security Number: _____

Attach a recent color photographs of applicant and applicant's fingerprints.

Was Applicant ever employed in a sexually oriented business within the previous 5 years: _____

If so, please state: _____

Name of Business: _____

Address of Business: _____

Telephone Number: _____

Has the applicant ever been convicted of specified criminal activity as defined in the Cambria Township *Ord. 151*, §13-302, defining "specified criminal activity":

If so, please state:

Type of Criminal Offense: _____

Date of Offense: _____

Place and Jurisdiction of Offense: _____

Has the applicant, within the last 5 years, operated or sought to operate in this or any

other county, municipality, state, or country any sexually oriented business? _____

Has the applicant, within the last 5 years, been denied a license for a sexually oriented business or a license as an employee of a sexually oriented business; or had a license for a sexually oriented business or license as an employee of a sexually oriented business suspended or revoked? _____

If so, please state: _____

Name of the issuing municipality: _____

Reason for denial, revocation, or suspension. _____

(A copy of any order of denial, revocation, or suspension must be attached to this application.)

I hereby verify that the information contained in this application and the attachments hereto, are true and correct to the best of my knowledge, information, and belief.

Date: _____

Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE ME

this _____ day of _____, 20____

Exhibit 13-3-B

Annual Application for License for a Sexually Oriented Business

FOR INDIVIDUAL APPLICANT:

Applicant's Legal Name: _____

Any Aliases Used by Applicant: _____

Fictitious Name, If Any: _____

(If fictitious name is utilized, the required registration documents must be attached to this application.)

Applicant's Address: _____

Proof of Age of Applicant Must Be Attached

FOR PARTNERSHIP APPLICANTS:

Name of Partnership: _____

Address of Partnership: _____

Names of Each Partner including any Aliases:

Address of Each Partner: _____

Is the partnership general or limited? _____

Fictitious Name, If Any: _____

(If fictitious name is utilized, the required registration documents must be attached to this application.)

A copy of the partnership agreement, if any, must be attached.

Proof of age as to each partner must be attached.

FOR CORPORATE APPLICANTS:

Name of Corporation: _____

Address of Registered Corporate Office: _____

Date of Incorporation: _____

State of Incorporation: _____

Attach an affidavit or other evidence that the corporation is in good standing under the laws of its State of incorporation, that it is qualified and authorized to conduct business in Pennsylvania, and evidence as to the proof of payment of all taxes, etc.

Names and Titles of All Corporate Officers:

Names and Titles of All Corporate Directors:

Names of all Principal Stockholders:

Name and Address of Corporate Agent, if any:

(1). Does the applicant or any person residing with the applicant have a criminal history: _____

If yes, list the specific types of offenses, dates of conviction, and jurisdiction where such offenses were committed:

(2). Does the applicant or any person residing with the applicant have a previous license under the Cambria Township Ordinance regulating sexually oriented businesses or any other similar sexually oriented business ordinance? _____

If the answer is affirmative, please list:

Date of License: _____

Licensing Authority: _____

Municipality within which the sexually oriented business is being operated:

(3). Has the applicant or a person residing with the applicant ever had a previous license under the Cambria Township Ordinance regulating sexually oriented businesses or any other similar sexually oriented business ordinance denied, suspended, or revoked? _____

If the answer is affirmative, please state:

The name and location of the sexually oriented business for which the permit was denied, suspended, or revoked: _____

The date of such denial, suspension, or revocation: _____

(4). Has the applicant ever been a partner in a partnership or an officer, director, or principal stockholder of a corporation that is licensed under the Cambria Township Ordinance regulating sexually oriented businesses or any other similar sexually oriented business ordinance whose license has been previously denied, suspended, or revoked? _____

If the answer is affirmative, please state:

The name and location of the sexually oriented business for which the permit was denied, suspended, or revoked: _____

The date of such denial, suspension, or revocation: _____

(a). A plan showing thereon the specific location(s) of one or more manager's stations, the location of overhead lighting fixtures and a designated portion of the premises in which the patrons will not be permitted. The manager station shall not exceed 32 square feet of floor area.

(b). The application must be sworn to be true and correct by the applicant.

(c). A statement attached indicating that at least one licensed employee will be on duty and situated in each manager's station at all times that any patron is present inside the premises.

(d). Manager's stations as to every area to which any person is permitted access for any purposes, must be such that it has an unobstructed view of each area of the premises to which any patron is permitted access. (Restrooms may not contain video reproduction equipment.)

(e). Licensees shall ensure that the viewing area in subsection (d) above remain unobstructed by any door, curtains, partitions, walls, merchandise, display racks, or other materials.

(f). No viewing room may be occupied by more than one person at any time.

(g). Premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access.

(h). There shall be no openings of any kind between viewing rooms or booths.

(i). Licensees shall cause all floor coverings in viewing booths to be non porous, easily cleanable surfaces, with no rugs or carpeting.

(j). Licensee shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed or permanently covered by nonporous, easily cleanable material. No wood, plywood, composition board, or other porous material shall be used within 48 inches of the floor.

(See Section 11 of the ordinance for the details as to applications where the sexually oriented business would include viewing booths.)

Applicant(s) hereby verify that the information contained in this application and the attachments hereto are true and correct to the best of my/our knowledge, information and belief.

Date: _____
Signature of Applicant

Date: _____
Signature of Applicant

SWORN TO AND SUBSCRIBED BEFORE ME
this _____ day of _____, 20____

Part 4**Oil and Gas Drilling Operations****§13-401. Purpose.**

1. The Township of Cambria, Cambria County, Pennsylvania, contains vast areas of farms and other land subject to future development. Many of these lands are subject to drilling operations conducted by oil and gas companies and/or other persons attempting to extract oil, gas and related products from their substrata. These drilling operations require the construction of access roads and oil and/or gas transportation lines which impact the surface of the land and, if left unregulated, adversely affect continuing development.

2. This Part is enacted/ensured to enable continuing oil and gas drilling operations in ensure the orderly development of property through the location of access ways, transportation lines and treatment facilities necessarily associated with same. Nothing in this Part shall be deemed or construed to be in conflict with the Pennsylvania Oil and Gas Act, as same is set forth in 58 P.S. §601.101 *et seq.* To the extent any term or provision set forth hereafter is found to be in conflict with such Act, the terms of the Oil and Gas Act shall supercede this Part.

(*Ord. 188, 6/26/2006, §I*)

§13-402. Definitions.

The words and terms used in this Part shall have the following meanings unless the context clearly indicates otherwise:

Access road or access way - any road or access way extending from a public road or private road or cart way to a well site, transmission line, treatment facility or any other improvement used or associated with drilling operations, proposed or existing.

Board of Supervisors or Board - the Board of Supervisors of the Township of Cambria, Cambria County Pennsylvania or their designee.

Developed spring - a spring or other water source used to supply, in whole or in part, water for personal consumption, farming, livestock, or other commercial activity on property.

Drilling operation or operations - the use, development, construction, and/or maintenance of any and all facilities used to drill for or otherwise, regardless of formation, used in the extraction or oil, natural gas, methane gas, or other similar products (regardless of formation, including the installation and utilization of access ways for equipment and the construction and maintenance of oil and gas transportation lines. This term shall also be deemed to include the construction of treatment and/or other facilities where oil, natural gas, or its byproducts are cleaned or processes.

Gas - any natural gas, whether contained in coal beds or otherwise, including methane gas, removed or removable from sub-surface seams through conventional drilling operations, air, explosives, hydro-fracturing or any other method used to transmit such gas to the surface for transmission off the property.

Owner - a person who owns, manages, leases, controls, or possesses a well, right to oil and/or natural gas, whether same are separate from the surface owner or otherwise.

Private water supply - any water supply that is not a public water supply.

Public water supply - any water system that is subject to the Pennsylvania Safe Drinking Water Act, 35 P.S. §721.1 through 721.17.

Surface owner - any person having legal title in and to the surface of real estate subject to an existing oil and/or gas lease or oil and gas reserves subject to a drilling operation.

Township - the Township of Cambria, Cambria County, Pennsylvania.

Transportation line - any pipe line or conduct used to transport oil, gas, and/or any waste or by-product, from a well site, to location on or off the property.

Water supply - a supply of water for human consumption or use, or for agricultural, commercial, industrial, or other legitimate beneficial uses.

Well operator or operator - any person, corporation, partnership, firm, or other business entity designed as the well operator or operator on the permit application or well registration with the Commonwealth of Pennsylvania, Department of Environmental Protection. If a permit or registration was not issued, this term shall mean a person that locates, drills, operates, alters or plugs a well or reconditions a well with the purpose of production therefrom. In cases where a well is used in connection with the underground storage of gas, the term also means a storage operator.

Well site - the area over which any equipment or facilities necessary for or incidental to the drilling, production or plugging of a well.

(Ord. 188, 6/26/2006, §II)

§13-403. Required Approvals.

1. From and after the effective date of this Part, no person, owner, well operator, operator, or surface owner shall be permitted to engage in surface disturbance activities associated with drilling operations, nor shall they permit disturbance of the surface of any land associated with or arising from drilling operations within the Township of Cambria, Cambria County, Pennsylvania, without receiving written approval for same from the Board of Supervisors of the Township and Cambria County Conservation District, if necessary.

2. Any owner, well operator, operator, and/ or surface owner seeking approval for surface disturbance activities associated with oil and/or gas well drilling operations shall submit an application for drilling operation surface disturbance approval to the Township on the form attached hereto, such form of application being approved by the Township Supervisors and be accompanied by the following information:

A. A copy of the application to engage in such operations submitted to the Commonwealth of Pennsylvania Department of Environmental Protection.

B. A copy of the plat of the property upon which drilling operations are to occur, as submitted to the DEP, depicting the potential locations of any improvements (i.e., houses, barns, and/or accessory structures) and the location of any ponds, streams, water wells, developed springs and/or other surface and/or sub-

surface water supplies on the property, and within 100 feet of the well site, even if such improvements are off the property.

C. The plat referenced in paragraph .B above shall contain the preliminary location of all proposed transmission lines from each well site through the property and the location of all access roads from any public thoroughfare within the Township to the well site. Not later than 30 days following the construction of any transmission lines pursuant to this Part, the owner/operator shall submit to the Township a scaled drawing showing the “as built” locations of the transmission lines on the property.

D. A copy of a flow test evidencing the gallon per minute recovery rates of all wells on the property subject to drilling operations in use for any private residence or residences upon such property prior to the beginning of drilling operations.

E. A copy of a water quality test on all water wells, developed springs and surface waters establishing the base chemical composition of all well and surface water supplies on the property and within 1,000 feet of the well site prior to common drilling approval even if they are located off the property. At a minimum, such tests shall be conducted to establish the presence and levels of bacteria/coliform, salt, sulfur, hydrocarbons, and/or other contaminants commonly associated with oil and gas drilling operations.

(Ord. 188, 6/26/2006, §III)

§13-404. Surface Construction/Operation Requirements.

1. Access Roads.

A. All access roads to any well site shall be located in a manner that provides the most direct and feasible means of access to a well site from a public road or right of way, given the contours of the land and other surface particularities.

B. Second and/or subsequent well sites on any property shall utilize the same access way from the public right of way and be directed from well site to well site unless otherwise approved by the Board of Supervisors.

C. During the construction of any gas well and related facilities, access roads shall be of sufficient width to accommodate the transportation of equipment used in the construction process. Upon completion of construction activities, any access road which is not more than 15 feet in width shall be constructed of materials that will facilitate removal and surface restoration following abandonment of the well, well site and/or drilling operations. The owner/operator shall restore any area around such access road in excess of 15 feet in width disturbed by the transportation of equipment during construction to as close as possible to its pre-construction condition.

D. Any access road constructed under this Part shall meet and maintain the following standards:

(1) The owner/operator must install and maintain such road to ensure a “mud free” gravel surface for at least 200 feet of its intersection with all public and private roads.

(2) The owner/operator must construct and maintain a “tire cleaning surface” consisting of a minimum of 100 feet of #3 PennDOT approved stone

having a depth of not less than 6 inches, at all intersections with public roads during construction for drilling operations.

(3) No access road shall be installed with a surface slope greater than 20 percent without the approval of the Board of Supervisors.

(4) The owner/operator shall submit a stormwater management plan providing for the regulation of surface water drainage consistent with the Cambria Township Stormwater Management Ordinance [Chapter 22] in effect at the time such road is constructed. Such plan shall be reviewed and approved by the Township Engineer prior to the issuance of any permit hereunder.

(5) Any cross-pipes required to be installed under this Part shall be no less than 12 inches in diameter.

(6) Any “highside” access road shall have at least one cross-pipe within 50 feet of its intersection with any public or private road.

(7) If surface water from any access road is anticipated to be redirected off the property onto adjoining property, the owner and/or operator shall submit a deed of easement, release and right of entry agreement or other similar document or agreement, signed by the adjoining property owner(s) and owner and/or operator, in a recordable form, evidencing such owners’ permission to discharge surface water onto their property. Such surface drainage should be consistent with Department of Environmental Protection. [Ord. 199]

E. Following the cessation of drilling operations on the property and the abandonment of any well or well site, the owner and/or well operator shall within 60 days, remove all access roads, re-grade and restore the surface to its natural preconstruction condition. The owner and/or operator may enter into a written agreement with the surface owner in possession at the time of abandonment to keep any access way in place in its then condition or to make other modifications to such access way that would leave all or portions of same in place. Upon presentation of such written agreement to the Board of Supervisors, the obligation of the owner and/or operator to remove the access road and restore the surface shall cease and any bond held by the Township as security for such restoration shall be returned to the owner and/or operator.

F. Upon the approval of any application for drilling operation surface disturbance approval the owner and/or well operator shall post a bond with the Township, in a form approved by the Township Solicitor and in an amount acceptable to the Board of Supervisors, to cover the costs of removing the access way and the restoration of the surface of such abandoned access way. The amount of any bond posted shall be determined by the Township Engineer and be in an amount estimated to be sufficient to remove the access road constructed. The Township may adjust the amount of such bond on an annual basis in the event the Township Engineer determines that, through increases in removal and replacement costs, inflation and/or the passage of time, the amount of the bond is insufficient to fund the removal of such road and the restoration of the road surface. At any time after the well is in production and before same is abandoned, the owner and/or operator may enter a written agreement, in a form sufficient for recording with the Recorder of Deeds of Cambria County, to permit any access road

to remain on the property after abandonment. Such agreement shall be presented to the Board of Supervisors and, if approved, upon receipt of a recorded copy of such agreement, any bond held by the Township shall be released.

G. The owner and/or well operator shall not unreasonably restrict or otherwise impede the surface owner's access over or across such/any access way during the course of drilling operations.

H. Owner or operator shall install locking gates where an access road crosses or intersects with any public road entrance, fence line and/or property line. Such gate shall be of sufficient width to permit ingress and egress by vehicles, equipment and machinery of the owner, operator and surface owner. The owner or operator shall provide the surface owner with a key, combination or other means of opening such gate for ingress and egress over the property.

I. The drilling operations shall be conducted as not to create unreasonable noise as prescribed by the Cambria Township Zoning Ordinance, §27-317, "Problem Development Land," and such operations are not to be conducted at such hours, in such manner as to create a public nuisance or unreasonable interference with the surface use or abutting contiguous and other lands.

2. *Transmission Lines.*

A. All transmission lines from on operating gas well on the property shall be constructed in a straight line from the well site to the closet point or near a public right of way within the Township and not cause undue hardship to the surface overview of daily operations. Thereafter, such transmission line or lines shall run within such public right of way to minimize the impact on developable surface area of the property. Where possible, all transmission lines shall be located within or as close as practicable to existing access ways, property lines and/or fence lines to minimize the impact of their location upon the surface of the property.

B. Where possible, the transmission lines from any second or subsequent wells on such property shall tie into existing transmission lines constructed for existing wells.

C. All transmission lines shall be constructed at a minimum depth of 36 inches with a "warning ribbon" at a depth of 18 inches installed over same. Any and all plastic transmission lines shall be installed with a locator wire and backfilled with clean select fill or other appropriate materials designed to minimize the risk of cracking and/or leaks.

D. Following the abandonment of any transmission line or drilling operations on the property, the owner and/or well operator shall, within 60 days, remove all above-ground appurtenances (including valves and gate boxes) to line depth and provide the Township with notice that such transmission line has been abandoned.

E. Unless other methods are approved by the Commonwealth of Pennsylvania Department of Environmental Protection, any transmission line crossing a stream, pond or other water source shall be encased in concrete or a steel casing.

F. Unless otherwise regulated by the Commonwealth of Pennsylvania Department of Environmental Protection, any transmission line running beneath a public or private road servicing a residence shall have steel casing extending below the road surface to a distance of not less than 10 feet past the wearing surface

of the road.

3. *Water Treatment Facilities.*

A. Any water treatment facility to treat water or any other waste product resulting from drilling operations shall be constructed as close as is reasonably practical to a public road or right of way to minimize its impact on the usable land of the surface owner.

B. Any treatment facility so constructed shall meet any and all requirements imposed by the Commonwealth of Pennsylvania Department of Environmental Protection for same.

C. At any time after the well is in production and before same is abandoned, the owner and/or operator may enter a written agreement, in a form sufficient for recording with the Recorder of Deeds of Cambria County, to permit such treatment facilities to remain on the property after abandonment. Such agreement shall be presented to the Board of Supervisors and, if approved, upon receipt of a recorded copy of such agreement, any bond held by the Township shall be released.

D. Upon the approval of any application for drilling operation surface disturbance approval the owner and/or well operator shall post a bond with the Township, in a form approved by the Township Solicitor and in an amount acceptable to the Board of Supervisors, to cover the costs of removing the treatment facility and the restoration of the surface of same. The amount of any bond posted shall be determined by the Township Engineer and be in an amount estimated to be sufficient to remove the treatment facility constructed. The Township may adjust the amount of such bond on an annual basis in the event the Township Engineer determines that, through increases in removal and replacement costs, inflation and/or the passage of time, the amount of the bond is insufficient to fund the removal of such facility and the restoration of the surface of same.

4. *Well Heads.*

A. Well heads shall be constructed in accordance with those requirements and regulations imposed by the Oil and Gas Act, 58 P.S. §601.101 *et seq.*, in effect at the time of construction and the Commonwealth of Pennsylvania Department of Environmental Protection.

B. Following the cessation of drilling operations, all well heads shall be immediately called in accordance with those requirements and regulations imposed by the Oil and Gas Act, 58 P.S. §601.101 *et seq.*, in effect at the time of construction and the Commonwealth of Pennsylvania Department of Environmental Protection and all above ground machinery immediately removed.

5. *Surface and Ground Water*

A. Upon receipt of a written complaint from the surface owner that the quantity of the water supply for the property has been affected by the drilling operations thereupon, the Township shall report same to the owner and/or well operator. Within 10 days of receipt of written notice of such report, the owner and/or operator shall perform a well recovery rate (flow) test for affected water wells or developed springs on the property and shall submit the results of same to the Township and surface owner. The Township shall immediately forward a copy of the original flow test results submitted as part of the permit application

referenced above, together with the post-complaint flow test results to the Commonwealth of Pennsylvania Department of Environmental Protection for disposition pursuant to §601.208 of the Oil and Gas Act, 58 P.S. §601.208, or its successor sections and any regulations associated with same. Nothing in this paragraph shall be deemed or construed to limit the ability of any affected surface owner from making a complaint directly to the DEP or pursuing actions through that agency.

B. In the event the DEP takes or requires the owner and/or operator to take remedial action to correct deficiencies in the water supply on the property, or private remedial measures to correct deficiencies in the quality or quantity of the water supply on the property have occurred, the Township may declare the drilling operations on the property to be a “public nuisance” pursuant to 58 P.S. §601.502. or any successor section, revoke or suspend any permit issued hereunder and pursue its right to restrain such conditions pursuant to 58 P.S. §601.504, or any successor section.

C. Nothing in this Section shall preclude the surface owner from performing independent testing or pursuing any private remedies, at law or in equity, through the Court of Common Pleas of Cambria County or otherwise, for injunctive relief or money damages resulting from decreases in well recovery rates or contamination of ground or surface waters, arising or otherwise resulting from drilling operations, notwithstanding the requirements of this Section.

D. Upon receipt of notice that a flow test or water quality test has given rise to corrective action taken by the DEP, or private remedial measures to correct deficiencies in the quality or quantity of the water supply on the property have occurred, the Township shall send notice to the owner/ operator to correct those conditions giving rise to the corrective action and/or remedial measures referenced herein. If the owner and/or operator fail to correct such conditions within 30 days of the date of the notice, the owner’s/operator’s permit shall be suspended and/or revoked and the Township may take action to restrain the continuation of such conditions as referenced in paragraph .C herein.

(*Ord. 188, 6/26/2006, §IV; as amended by Ord. 199, 2/9/2009*)

§13-405. Agreements Between Surface Owners and Well Operators.

1. As part of the application for drilling operation surface disturbance approval, the owner and/or the well operator and surface owner may enter into and submit a tentative agreement to the Board of Supervisors for consideration, concerning the location of transmission lines, access ways, surface/site restoration and/or the construction of those treatment facilities referenced above as part of the permit approval process. Any such agreement shall be in writing and be signed by the surface owner/leaser, well operator or their appropriate representatives and all surface owners, or person or entities including lessee’s who have a lawful interest in the property, of the property subject to the drilling operation in a recordable form.

2. In such agreement, the parties may reach tentative agreements or understandings, subject to approval by the Board of Supervisors, concerning the location of transmission lines, access ways, surface/site restoration, the construction of treatment facilities referenced above and the removal or nonremoval of same. Any such agreement

shall be submitted along with the application for consideration.

3. If a submission of an agreement between the owner, well operator, and surface right owner containing provisions for the construction, location, removal and/or restoration of any transmission line, access road or treatment facility referenced herein in conflict with the requirements of this Part, then a request for a variance from the terms of such ordinance must be submitted.

4. Within 60 days of receipt of any such agreement, the Board of Supervisors of Cambria Township shall conduct a public hearing on such request, subject to public notice pursuant to the terms of the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 *et seq.* Following such public hearing, the Board of Supervisors may accept or reject all or any part of such agreement and grant a variance from the terms of this Part consistent with same. The decision of the Board of Supervisors shall be in writing and transmitted to the parties to such agreement within 45 days of the public hearing. The failure of the Board of Supervisors to conduct such hearing within 60 days of the date of receipt of such agreement or to issue a written decision within 45 days following same, shall result in a deemed decision in favor of the applicant(s)/parties to such agreement and the terms of such agreement shall be “deemed approved” in their entirety. No agreement between the owner, well operator and surface owner, regardless of its approval by the Board of Supervisors, shall contain provisions contrary to the Oil and Gas Act referenced above or any other law of the Commonwealth of Pennsylvania regulating drilling operations on the property.

5. Action upon any agreement between the surface owner and owner and/or operator which alters the terms of this Part with respect to drilling operation surface disturbance activities conducted on any site, shall be taken by the Board of Supervisors by resolution, duly adopted at a public meeting. Such Resolution shall have affixed to it the final site development plan submitted by the owner and/or well operator referenced above and shall contain any other reasonable conditions imposed by the Board of Supervisors relating to such drilling operations. Such resolution shall be recorded with the Office of the Recorder of Deeds of Cambria County at the cost of the surface owner and indexed under the name of the surface owner. No permit shall be issued under this Part until the Township receives a copy of the recorded resolution.

6. Any party aggrieved by the determination of the Board of Supervisors made pursuant to this Part may appeal such determination to the Court of Common Pleas of Cambria County, Pennsylvania, pursuant to the terms of the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 *et seq.*

(*Ord. 188, 6/26/2006, §V*)

§13-406. Fees.

All applications for drilling operation surface disturbance approval shall be accompanied by a fee paid to the Township as set forth and established in the fee schedule attached hereto and approved hereby. This fee schedule may be modified by the Board of Supervisors hereafter by resolution.

(*Ord. 188, 6/26/2006, §VI*)

§13-407. Enforcement and Penalties for Violation.

1. Any person, corporation, partnership, or firm who fails to obtain a permit for

drilling operations on any property pursuant to the terms of this Part, or who otherwise fails to comply with any terms or conditions of this Part, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not less than \$500 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. [Ord. 199]

2. Nothing in this Part shall be deemed or construed to limit the ability of the Township to enforce the terms of this Part through an action in equity brought in the Common Pleas of Cambria County, Pennsylvania, or furthermore, nothing in this Part shall be deemed or construed to limit the ability to immediately initiate any action at law or in equity to enjoin drilling operations available to it under the aforesaid Oil and Gas Act when, in its discretion, the conditions on the property constitute an immediate threat to the public health, safety and well-being.

3. Any person, corporation, partnership, firm, or other business entity aggrieved by any term or condition contained in this Part may request a variance from such appeal requesting a variance; the Board of Supervisors shall conduct a public hearing and issue a decision consistent with the procedures set forth in §13-405.4 above, if strict compliance with the terms and conditions of same would result in unnecessary hardship to the applicant. Although economic hardship may be considered by the Board of Supervisors as a factor in granting relief, such economic hardship shall not be the sole factor in determining whether relief is granted.

(Ord. 188, 6/26/2006, §VII; as amended by Ord. 199, 2/9/2009)

Exhibit 13-4-A

**Application for Oil and Gas Drilling Operations
Surface and Land Development Permit**

- 1. NAME OF APPLICANT: _____
- 2. APPLICANTS ADDRESS: _____

- 3. APPLICANTS CONTACT PERSON: _____
- 4. PHONE NUMBER OF CONTACT: _____
- 5. NAME AND ADDRESS OF OWNER OF SUB-SURFACE RIGHTS (if other than applicant) _____

- 6. LOCATION OF PROPERTY UPON WHICH DRILLING OPERATIONS ARE TO OCCUR: _____

- 7. TAX AMP NUMBER OF PROPERTY UPON WHICH DRILLING OPERATIONS ARE TO OCCUR: _____
- 8. NAME AND ADDRESS OF PROPERTY (SURFACE RIGHTS) OWNER: _____
- 9. DOES THE APPLICANT HAVE A SIGNED AGREEMENT WITH THE SURFACE OWNER RELATING TO SURFACE AND LAND DEVELOPMENT ACTIVITIES ASSOCIATED WITH THE ABOVE DRILLING OPERATIONS?
_____ YES _____ NO
(If YES, a copy of such agreement *must* be attached to this application)
- 10. IS A VARIANCE FROM THE TERMS OF CAMBRIA TOWNSHIP ORDINANCE NO. 2006-_____ BEING REQUESTED?
_____ YES _____ NO
IF YES, PLEASE STATE THE PROVISIONS OF THE ORDINANCE FROM WHICH RELIEF IS SOUGHT:

11. DATE DRILLING OPERATIONS ARE ANTICIPATED TO BEGIN: _____

12. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS APPLICATION PURSUANT TO ORDINANCE NO. 2006-_____:

1. A copy of the DEP Permitting Application for the site in question required under section III.B.1 of the Ordinance;
2. A copy of the Plat submitted to the DEP depicting those improvements, structures, roads, water sources, and drilling sites required under Section III.B.2 and 3 of the Ordinance;
3. A copy of a pre-drilling flow test required under Section III.B.4 of the Ordinance;
4. A copy of a pre-drilling water quality test required under Section III.B.5 of the Ordinance; and
5. A stormwater management plan required under Section IV.A.4(d) of the Ordinance.

**Bonding requirements may apply to any permit issued.*

THE UNDERSIGNED CERTIFIES HE/SHE IS AUTHORIZED BY THE APPLICANT TO EXECUTE WITHIN THE APPLICATION ON ITS BEHALF AND BIND THE APPLICATION TO ITS TERMS. THE UNDERSIGNED, BY EXECUTION OF THE WITHING APPLICATION, CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THE UNDERSIGNERS KNOWLEDGE, INFORMATION AND BELIEF, AND IS MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S.A. §4904, RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE: _____

Applicants/Applicants Authorized Agent

Exhibit 13-4-B

Permit for Oil and Gas Drilling Operation Surface and Land Development

Name of the Permittees:

Address of the Permittee:

Permittees contact person:

Location of property upon which the drilling operations are to occur:

This is permit is issued to _____ relative to the above captioned drilling operation/site and is non-transferable or assignable without the written consent of the Township.

Date:

Chairman of the Board of Supervisors:

Part 5**Wind Turbine Generators****A. General****§13-501. Findings.**

The Cambria Township Supervisors make the following findings with respect to the construction, operation and maintenance of wind turbine generators:

A. The construction, maintenance and operation of wind turbine generators which fail to comply with all criteria and regulations set forth in the attached Exhibit "13-5-A," a copy of which is attached hereto and incorporated herein by reference, present tangible and immediate dangers to the public and neighboring landowners in the nature of ejection of projectiles (ice or injuring birds), continuous generation of noise during night time hours and glare from sunlight continually flashing of rotating blades.

B. The construction, maintenance and operation of wind turbine generators presents a danger following the useful life of the wind turbine generators from deteriorating structures if provisions for decommissioning are not made as required by Exhibit "13-5-A."

C. The construction, maintenance and operation of wind turbine generators, which fail to comply with all criteria and regulations set forth in the attached Exhibit "13-5-A," unreasonably interferes with the reasonable uses, comfort and enjoyment of property in the vicinity and/or endangers the health, safety, and/or welfare of the occupants of the property in the vicinity and prohibits or denies the property owners and taxpayers the legitimate enjoyment or their reasonable right and use of their property and rights.

D. The construction, maintenance, and operation of wind turbine generators, which fail to comply with all criteria and regulations set forth in the attached Exhibit "13-5-A," including, but not limited to, the repetitive noise and glare, visual impacts, flickering reflections, and/or shadows, constitute an unreasonable use of property which causes injury, damage, harm, inconvenience, annoyance, and discomfort to the property owners, and taxpayers in the legitimate enjoyment of their reasonable right and uses of their property and rights, constitute a danger to migratory birds and the watershed.

(*Ord. 185, 3/27/2006, §I*)

§13-502. Establishment.

The Cambria Township Supervisors hereby declare the construction and maintenance of wind turbine generators to constitute a nuisance and offensive business, if not constructed and maintained in accordance with the criteria and regulations set forth in Exhibit "13-5-A," a copy of which is attached hereto and incorporated herein by reference, subject to prohibition under §1529 of the Pennsylvania Second Class Township Code, 53 P.S. §66529, and provide for their regulations and permitting under the conditions set forth below in order to avoid the maintenance of nuisance or offensive

business within the geographic limits of Cambria Township.

(*Ord. 185, 3/27/2006, §II*)

§13-503. Definitions.

Wind turbine generators - as prohibited or regulated by this Part shall mean real and personal property, which are composed of generators; blades; towers; base; components of the aforementioned; and appurtenances of the aforementioned (“wind turbine generator,” with the term referring to both the singular and the plural of such structure).

Property line - as referred to in the boundary of the property or lot upon which the wind turbine generator is to be located.

(*Ord. 185, 3/27/2006, §III*)

§13-504. Permits Required.

No wind turbine generator shall be constructed, operated or maintained within Cambria Township without a permit for the same. Application for permit shall be made on forms provided by the Township. A separate application shall be filed for each structure.

(*Ord. 185, 3/27/2006, §IV*)

§13-505. Permit Fee.

A permit fee in an amount as established from time to time by resolution of the Board of Supervisors shall be paid at the time the application is submitted. Fees shall not be returned where an application has been denied. The Township Supervisors may modify this fee in keeping with the Township’s experience with the cost of administering the provisions of this Part.

(*Ord. 185, 3/27/2006, §V; as amended by Ord. 199, 2/9/2009*)

§13-506. Duration of Permit.

A permit issued shall be valid for a period of 30 years. Any application for renewal shall satisfy all criteria and regulations set forth in Exhibit “13-5-A.”

(*Ord. 185, 3/27/2006, §VI*)

§13-507. Notice of Application.

The applicant must provide written notice of application to all property owners and tenants occupying property within 2,500 feet of the boundaries of the property upon which the wind turbine generator will be located. Proof of service of such notice by certified mail or notarized affidavit of hand delivery must be provided with the application.

(*Ord. 185, 3/27/2006, §VII*)

§13-508. Review of Application.

The Township will review the application submitted, and reject the same if it is incomplete in any respect. In such case, the application fee shall be retained as compensation for the time spent in review. If the application is determined to be

complete, the Township Secretary shall place the matter on the agenda for action by the Supervisors at a public meeting.

(Ord. 185, 3/27/2006, §VIII)

§13-509. Issuance of Permit.

The Supervisors of the Township, with the assistance of such consultants as they deem appropriate, shall make a determination as a public meeting as to whether the application submitted meets the criteria and regulations set forth in this Part and attached Exhibit "13-5-A," and approve or reject the application based upon that determination in a public vote.

(Ord. 185, 3/27/2006, §IX)

§13-510. Criteria and Regulation for Granting of Permit.

No permit for the construction, operation or maintenance of wind turbine generator(s) shall be granted unless the applicant demonstrated compliance in its application with all criteria and regulations set forth in the attached Exhibit "13-5-A," are incorporated herein by reference.

(Ord. 185, 3/27/2006, §X)

§13-511. Continued Compliance.

An applicant granted a permit under this Part shall be under a continuing obligation to meet the performance criteria and regulations set forth above. The Cambria Township Supervisors hereby declare that a wind turbine generator(s) which ceases to meet the criteria and regulations listed above, after construction pursuant to a permit, shall constitute a nuisance, and following 30-day notice to the applicant at the address listed on the application for permit of the need for abatement, which remains unremedied or unappealed, the Township may act to remove the structure. Such notice shall be designated as a notice of violation, and shall be appealable as set forth below.

(Ord. 185, 3/27/2006, §XI)

§13-512. No Further Land Development.

No property or block of property upon which a permit has been granted for the construction, maintenance or operation of a wind turbine generator(s) shall thereafter be eligible for the issuance of a building permit within the distance of 2,500 feet from a permitted wind turbine generator(s), unless the party requesting the building permit shall have executed a written waiver or nondisturbance easement, covenant, or consent, any of the aforementioned which has been recorded in the Office of the Recorder of Deeds of Cambria County, Pennsylvania.

(Ord. 185, 3/27/2006, §XII)

§13-513. No Further Subdivision.

No property or lot upon which a Wind Turbine Generator has been located shall be further subdivided where to do so would result in the set backs required by this Part and/or as set forth in the permit not to be met and/or any other ordinance of the Township.

(*Ord. 185, 3/27/2006, §XIII*)

§13-514. Penalty.

Any person who violates any portion of this Part, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. [*Ord. 199*]

2. Notwithstanding any provision of this Part respecting enforcement, the Township reserves the right to enforce this Part through an action for injunction in the Court of Common Pleas of Cambria County pursuant to 53 P.S. §66601(c.1)(4) or any applicable legal remedy.

(*Ord. 185, 3/27/2006, §XIV; as amended by Ord. 199, 2/9/2009*)

§13-515. Appeals.

Any person aggrieved by any determination or action by the Township shall have an opportunity to present and explain its position before the Township Board of Supervisors. Any and all decisions and/or determinations by the Township Board of Supervisors may be appealed to the Court of Common Pleas of Cambria County, and all appeals are *de novo*. Any such request to be heard by the Township Board of Supervisors shall be on forms provided by the Township and shall include a complete statement of all evidence to be provided to the Township Board of Supervisors. The factual basis or summary of any expert testimony that will be presented at such meeting of the Township Board of Supervisors must also be attached to the form provided by the Township. Failure to request the opportunity to present evidence to the Township Board of Supervisors under this paragraph within 30 days from the date of the determination or action by the Township will result in the waiver of any right to request an opportunity to present evidence to the Board of Supervisors and appeal to the Court of Common Pleas. The person requesting an opportunity to be heard under this paragraph must provide written notice of the same to all property owners and tenants occupying property within 2,000 feet of the boundaries of the property upon which the Wind turbine generators will be located. Proof of service of such notice by certified mail or notarized affidavit of hand delivery must be provided with the form provided by the Township.

(*Ord. 185, 3/27/2006, §XV*)

§13-516. Appeal Fees.

The appeal shall be accompanied by a fee in an amount as established from time to time by resolution of the Board of Supervisors. Failure to file a complete appeal together with all statements may result in dismissal of the appeal.

(*Ord. 185, 3/27/2006, §XVI; as amended by Ord. 199, 2/9/2009*)

§13-517. Saving Clause.

It is hereby declared to be intent of the Township that these regulations be

considered nuisance regulations and not building regulations under the Uniform Construction Code authorized by Act 45 of 1999 implemented by regulations of the Commonwealth of Pennsylvania Department of Labor and Industry

(Ord. 185, 3/27/2006, §XVII)

§13-518. Miscellaneous.

It is declared that the adoption of this Part and the execution, acknowledgment, and delivery of the documents are necessary for the protection, benefit, and preservation of the health, safety, and welfare of the general public of the Township.

(Ord. 185, 3/27/2006, §XXI)

Exhibit 13-5-A

Development Agreement and Permit

This Development Agreement and Permit (“Agreement”), dated the _____ day of _____, 20____, is executed by the Township of Cambria located in Cambria County, in the Commonwealth of Pennsylvania and organized under the Second Class Township Code of the Pennsylvania Statutes (“Township”) and _____ (“Developer/Permittee”). The Township and Developer/Permittee are referred individually as “Party” and collectively as the “Parties.”

GENERAL CONDITIONS

1. **Default.** Any of the following occurrences shall constitute an event of default (“Event of Default”) under this Agreement:

a. If Developer/Permittee ceases to operate the Project; provided, however, that Developer/Permittee shall not be deemed to have ceased operating the Project if Developer/Permittee ceases operations for all or substantially all of the Project for a period not exceeding 6 months;

b. If a petition is filed by Developer/Permittee under any bankruptcy, reorganization, arrangement, insolvency, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 90 days after such filing;

c. If Developer/Permittee fails to observe or perform any material condition or provision hereof for a period of 60 days after receiving written notice of such failure from the Township; Developer/Permittee shall commence corrective action within 30 days of notice, from any source; of any failure, and shall complete corrective action within 60 days of receipt of notice. Any period of time for which Developer/Permittee is unable to commence or complete corrective action as the result of any material third party withholding approval of such action shall not be counted against Developer/Permittee. If Developer/Permittee is unable to commence corrective action within 30 days of notice or is unable to complete corrective action within 60 days of receipt of notice, for reasons other than delays caused by any material third party, Developer/Permittee shall request an extension from the Township, which shall not be unreasonably withheld and which may include reasonable conditions in order for Developer/Permittee to receive and maintain such extension;

d. If Developer/Permittee continues to be in material breach of any statute, regulation, rule or permit administered by any Federal, State, County, or local department, agency or commission within 60 days after receiving written notice of a violation by such federal, state or county department, agency or commission Developer/Permittee shall notify the Township in writing of any alleged violation, order or enforcement proceeding within seven days of receipt. Developer/Permittee shall commence corrective action within 30 days of notice, from any source, of any breach and/or violation, and shall complete corrective action within 60 days of receipt of notice. Any period of time far which Developer/Permittee is unable to commence or complete

corrective action as the result of any material third party withholding approval of such action shall not be counted against Developer/Permittee. If Developer/Permittee is unable to commence corrective action within 30 days of notice or is unable to complete corrective action within 60 days of receipt of notice for reasons other than delays caused by any material third party, Developer/Permittee shall request an extension from the Township, which shall not be unreasonably withheld and which may include reasonable conditions in order for Developer/Permittee to receive and maintain such extension.

e. Upon an Event of Default the Township may revoke this Agreement if the following conditions are met:

- (i) The Event of Default remains uncured; and
- (ii) There is no Force Majeure Event causing the Event of Default to continue; and
- (iii) The Township has provided Developer/Permittee an opportunity to present and explain its position before the Township Board to respond to the Event of Default, and any and all decisions and/or determinations by the Township Board may be appealed to the Court of Common Pleas of Cambria County, and all appeals are de novo; and
- (iv) All de novo appeals from the decision rendered by the Township Board under (iii) have been exhausted.

2. **Non-assignability.** The rights granted by this Agreement are not assignable or transferable to any other person, firm or corporation, whether by operation of law or otherwise, without the express prior written consent of the Township, such consent not to be unreasonably withheld.

3. **Township Support.** The Township and/or, its agent, commits to support Developer/Permittee in the issuance of all zoning, siting, and building permits required by local ordinance to build, construct, maintain, and operate the Wind Farm provided that Developer/Permittee files with the Township compliant applications for all necessary permits and pays all applicable fees, and is compliant with applicable law or the terms of this Agreement. The Township and/or its agent will support Developer/Permittee in the issuance of any State, County or other governmental unit or agency permits and approvals to build, construct, maintain and operate the Wind Farm as long as it complies with the applicable law or the terms of this Agreement.

4. **Interpretation.** In their interpretation and application, the provisions of this Agreement shall be considered minimum requirements. This Agreement shall not be deemed to have been drafted by any particular Party so as to be interpreted strictly against such Party.

5. **Modification.** No provision of this Agreement may be modified except in writing by Developer/Permittee and the Township after public notice and hearing. Developer/Permittee is required to obtain separate authorizations for the erection and support of any buildings or improvements, highway access permits, and any other permit, license or authorization required by any county, state or federal agency. Except as provided in Paragraph 3 hereof, the Township makes no representations regarding Developer/Permittee's right to obtain whatever additional authorizations or permits may be necessary for the operation of the Wind Farm and its wind turbine generators.

6. **Force Majeure**. Notwithstanding any other provision of this Agreement, no party hereto shall be responsible in damages to the other for any failure to comply with this Agreement, resulting from an act of God or riot, sabotage, public calamity, flood, strike, or other event beyond its reasonable control. The party having the responsibility for the facilities affected, however, shall proceed promptly to remedy the consequences of such event.

7. **Severability**. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited or invalid under applicable law as determined by a Court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

8. **Waiver**. No waiver by the Parties or their officials shall be deemed to be made unless the same shall be in writing and be signed by a duly authorized Township or Developer/Permittee official. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Township or Developer/Permittee in any other respect at any other time.

9. **Performance Standards**. Developer/Permittee agrees that the Project shall be operated and maintained consistent with Good Utility Practice for comparable facilities. For purposes of this Agreement, "Good Utility Practice" shall mean any of the practices, methods and nets engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region. Under no circumstances shall the definition of "Good-Utility Practices" include any violation, regardless of degree, of any local, state; and/or federal law, ordinance, rule, and/or regulation.

10. **Indemnification**. Developer/Permittee shall defend, indemnify and hold harmless the Township and its officials, employees and agents from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorneys' fees (such liabilities together known as "Liability") arising out of the selection, construction, operation and removal of the wind turbine generators and affiliated equipment including, without limitation, Liability for property damage or personal injury (including death), whether said Liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the Township's other indemnification rights available under law.

11. **Township Legal Authority**. The Township represents and warrants that (i) the execution, delivery and performance of this Agreement is duly authorized; and (ii) it has all requisite legal authority to execute, deliver and perform this Agreement; and (iii) no further approval or authorization or other action by any governmental authority is required for the execution, delivery and performance of the Agreement.

12. **Time Is of the Essence.** Time is of the essence in performance of the requirements of this Agreement.

SPECIAL CONDITIONS

1. **Term and Renewal;** This Agreement shall continue for 30 years (the “Term”) from the date of approval of this Agreement, unless earlier terminated as provided herein. The Term shall automatically extend for one additional ten-year period (“Additional Term”), at the request of Developer/Permittee if no Event of Default permitting the Township to revoke this Agreement under 1(e) above exists at the time of such request.

The Township makes no representations to Developer/Permittee regarding the renewal of the Agreement at the expiration of the Additional Term, and the Township reserves all rights available under law or in equity to any such extension. Developer/Permittee is hereby informed that it has no property right in the expectation of the renewal of this Agreement except for the Additional Term.

2. **Building Codes; Safety Standards.** To ensure the integrity of the wind turbine generators, Developer/Permittee shall maintain the wind turbine generators in compliance with Good Utility Practice for wind turbine generators. If, upon inspection by the Township and/or any other regulatory entity with lawful jurisdiction over the Wind Farm, the Township or such entity provides written notice that any of the wind turbine generators fail to comply with Good Utility Practice or constitutes a danger to persons or property, then Developer/Permittee shall immediately commence corrective action for any failure and/or danger, and shall complete corrective action to bring the non-compliant wind turbine generator(s) into compliance with such standards within 60 days of receipt of notice. If Developer/Permittee is unable to bring the non-compliant wind turbine generator(s) into compliance with such standards within 60 days of receipt of notice, Developer/Permittee shall request an extension from the Township, which shall not be unreasonably withheld and which may include reasonable conditions in order for Developer/Permittee to receive and maintain such extension. Failure to bring such noncompliant wind turbine generator(s) into compliance shall constitute grounds for the Township to request removal of said wind turbine generator(s) at Developer/Permittee’s expense. The Township is authorized to file an action for injunctive relief in the Court of Common Pleas of Cambria County, Pennsylvania, to require Developer/Permittee to remove the noncompliant wind turbine generator(s).

3. **State and Federal Requirements.** The wind turbine generators shall meet current standards and regulations, if any, of any other agency of the state or federal government with the authority to regulate wind turbine generators. If such standards and regulations are changed, then Developer/Permittee shall bring the wind turbine generators into compliance with such applicable revised standards and regulations within 6 months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency or approved by the Township. Failure to bring the wind turbine generators into compliance with such applicable revised standards and regulations shall constitute an Event of Default. The wind turbine generators shall be marked as required by the

Federal Aviation Administration (FAA). A Determination of No Hazard for each wind turbine generator must be obtained from the FAA as a condition precedent for the installation of each turbine. Developer/Permittee shall comply with any and all future state and/of federal regulations which are applicable to wind turbine generators or the Wind Farm, unless grandfathered.

4. **Design**. Each wind turbine generator shall consist of a tubular support, generator, nacelle, and three blades. Each wind turbine generators site will have access roads, underground transmission cabling to connect the generators to an electric substation, and underground fiber optic lines. All wind turbine generator sites shall be designed and constructed in such a fashion as to avoid any disruption and/or interference with private wells, springs and/or other water sources. In the event any problems occur with any private water source, which problems are proximately caused by Developer/Permittee, Developer/Permittee shall immediately supply potable water in such quality and quantity as supplied by the original private water source.

Developer/Permittee shall install wind turbine generators of two megawatts nameplate capacity each unless otherwise agreed to by the Parties, which comply with all terms and provisions of this Agreement.

5. **Maintenance, Repair & Replacement**. Developer/Permittee shall repair, maintain and replace the wind turbine generators and associated equipment during the Term of this Agreement in a manner consistent with Good Utility Practice as needed to keep the Project in good repair and operating condition.

6. **Signs**. No advertising material or signage other than warning, equipment information or indicia of ownership shall be allowed on the wind turbine generators. This prohibition shall include the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners or waiving, fluttering or revolving devices, but not including weather devices.

7. **Lighting**. The wind turbine generators shall not be artificially illuminated except as required by the FAA or any other applicable authority. If lighting is required, the lighting alternatives and design chosen will seek to minimize the disturbance to the surrounding views.

8. **Aesthetics**. The towers and generators of the wind turbine generators shall have a nonreflective, painted steel finish in a neutral color, subject to any applicable standards of the FAA or other regulatory requirements. The blades of the wind turbine generators are not covered by this section.

9. **Stray Voltage/Electromagnetic Fields (EMF)**. Developer/Permittee will utilize Good Utility Practice to minimize, to the extent practicable, the impact, if any, of stray voltage and/or EMF on Non-Participating property. Developer/Permittee expects there will be no stray voltage impacts from the Project because such impacts occur only on distribution facilities which are not included in the Project.

10. **Wind Turbine Generator Removal**. Each wind turbine generator and all related improvements shall be removed within 12 months of the date when the use of the particular wind turbine generator has been discontinued or abandoned by

Developer/Permittee, or upon expiration of this Agreement, whichever is earlier. At the time of its removal, a wind turbine generator will be decommissioned and removed except for any concrete structure four feet below grade. Upon removal, the land used for the removed wind turbine generator and associated equipment will be restored to its original condition. Roads, at the property owner's request, may be left intact.

Developer/Permittee shall assure funding of these removal obligations by providing a security instrument to the Township in a form, amount and containing such terms and provisions mutually agreed to by the Township and Developer/Permittee, The security shall be maintained in effect upon the commencement of construction and for the entire life of the Project and adjusted annually for inflation in an amount equal to the preceding year's annual increase in the Consumer Price Index.

Developer/Permittee shall also furnish satisfactory evidence to the Township that the Developer/Permittee has included in a lease agreement or other agreement with property owner a provision for the decommissioning and removal of the wind turbine generators and restoration of the site at the time when a wind turbine generator no longer has a useful life, has been discontinued, abandoned, and/or upon expiration of this Agreement, whichever occurs first. Developer/Permittee shall demonstrate sufficient security by meeting the following requirement:

Developer/Permittee shall immediately following the first year of operation and every tenth year thereafter, at its own expense, retain an independent engineer acceptable to the Township to estimate the cost of decommissioning and removal of the Wind turbine generators and restoration of the site. Developer/Permittee shall submit such report to the Township upon receipt. Developer/Permittee shall maintain the security in an amount using the greater of either fifty percent (50%) of the cost of decommissioning the wind turbine generators without regard to salvage value, of the wind turbine generators, or the actual cost of decommissioning the wind turbine generators taking into account the salvage value of the wind turbine generators:

The Parties agree that the Township shall have the right to enter the property to remove the wind turbine generators in the event that the same is not removed in twelve months with the Township keeping any salvage value obtained from such removal.

The estimated cost of decommissioning will be updated every tenth year, to take into account inflation or other factors deemed relevant by the independent engineer, and approved by the Township engineer, including, but not limited to, any increase or decrease of the market value of the structure and its related components being decommissioned and the cost of labor to perform the decommissioning. Any costs of decommissioning, removal and restoration in excess of the decommissioning shall be promptly paid by the Developer/Permittee to the contractor retained for the removal and restoration.

11. **Setbacks.** The wind turbine generators shall comply with the following setbacks:

(a) **Structures.**

(i) Civil Structures. Each wind turbine generator shall be set back from the nearest existing (at the time of the building permit issuance) school, hospital, church or public library, a distance of no less than 2,000 feet.

(ii) Participating Residences. For existing (at the time of the building permit issuance or notice from the building code enforcement officer that no building permit is required) Participating primary occupied residences the setback distance from a wind turbine generator shall be at least 600 feet unless the property owner provides written permission allowing for a lesser distance. In no event shall the setback distance be less than 1.1 times the total height of the wind turbine generator (measured at the highest point of the blade tip).

(iii) Non-Participating Residences. For existing (at the time of the building permit issuance or notice from the building code enforcement officer that no building permit is required) Non-Participating primary occupied residences the setback distance from a wind turbine generator shall be at least 2,500 feet unless the property owner provides written permission allowing for a lesser distance. In the event the property owner provides written permission, the setback distance shall not be less than 1.1 times the total height of the wind turbine generator (measured at the highest point of the blade tip).

(iv) Definition of Participating and Non-Participating. For purposes of this Agreement “Participating” shall mean a property owner or property (including a residence) that is subject to an agreement of lease with Developer/Permittee. “Non-Participating” shall mean all property owners or property (including a residence) which are not participating property owners or property.

(b) Property Lines. Each wind turbine generator shall be set back from the nearest property line a distance of no less than 1.1 times its total height. This distance may be waived among both participating and non-participating property owners with written permission by adjacent property owners.

(c) Public Roads. Each wind turbine generator shall be set back from the nearest public road a distance of no less than 1.1 times its total height, determined at the nearest boundary of the right-of-way for such public road. Unless conclusive evidence exists to the contrary, the public road right-of-way is presumed to be 66 feet.

(d) Communication and Electric Lines. Each wind turbine generator shall be set back from the nearest above-ground public electric power line or public telephone line a distance of no less than 1.1 times its total height, determined from the existing power line or telephone line, unless otherwise agreed to or waived by the easement holder.

12. **Noise**. Developer/Permittee shall comply with the following noise standards:

(a) Developer/Permittee shall maintain a noise level attributable to the wind turbine generators of not more than 45 dbA within a reasonable margin of error as

measured at existing non-participating residences;

(b) The Parties acknowledge that the Project's construction will be the source of intermittent noise. Developer/Permittee shall require all contractors to incorporate reasonable noise reduction measures in order to mitigate the amount of noise generated during the construction phase.

13. **Safety**. Developer/Permittee shall comply with the following safety standards:

(a) All wiring between the wind turbine generators and the substation shall be underground to the extent practicable;

(b) The outside of the wind turbine generator towers shall not be climbable;

(c) All access doors to the towers and electrical equipments shall be locked;

(d) Appropriate warning signage shall be placed on each tower, all electrical equipment, and all entrances;

(e) Developer/Permittee shall abide by all applicable local, state and federal fire code and emergency services guidelines;

(f) All wind turbine generators shall be equipped with portable fire extinguishers, unless the local fire department or municipal engineer provides written documentation establishing that the same is not necessary;

(g) No wind turbine generator shall be located within a distance of 2000 feet from any Non-Participating occupied residence or occupied commercial structure existing at the time of the election of the wind turbine generators, unless the owner of such existing residential or commercial structure shall have executed a written waiver or non-disturbance easement, covenant or consent, any of the aforementioned which has been recorded in the Office of the Recorder of Deeds of Cambria County, Pennsylvania. Such easement or covenant shall run with the land and, at a minimum, provide that the said property owner waives and releases any and all claims, damages and/or losses resulting from higher noise levels, visual impacts or flickering reflections and/or shadows which may arise as a result of the location of a wind turbine generator within the established setback distance of an existing residential or commercial structure on the property of the owner executing same, Such easement, covenant or consent shall meet such requirements as to form and content consistent with this Agreement as may be required by the Township; and

(h) **Inspection and O&M Provider**: Developer/Permittee shall cause its Operations and Maintenance provider ("O&M Personnel") to comply with the following Schedule:

1. At least once every thirty-six (36) months the individual wind turbine generators shall be inspected by O&M Personnel, or its agent, who is regularly involved in the maintenance, inspection and/or erection of wind turbine generators, towers and antennas. At a minimum, this inspection shall be conducted in accordance with the provisions of this Agreement and in accordance with the wind turbine generator

inspection check list provided by the Parties respective Engineers, as applicable. This is considered a major inspection.

2. At least once every twelve (12) months a visual inspection from ground shall be conducted by O&M Personnel. This inspection shall include, but not be limited to, visual inspection of wind turbine generator foundations, structures, guys, and connections for evidence of settlement or lateral movement; soil erosion; condition of paint or galvanizing; rust or corrosion, loose or missing bolts, loose or corroded lightning protection connectors; wind turbine generator tower plumbness; significant variation in guy sags (i.e., guy tensions), and other material areas or matters relating to the structural integrity of the wind turbine generator. This is considered a minor inspection.

3. In addition to the regularly scheduled major and minor inspections set forth in paragraphs 1 and 2 above, a minor inspection, at a minimum will be conducted if a wind turbine generator or its appurtenances are noted at any time to be visibly damaged. Additionally a major inspection should be conducted if the visible damage to a wind turbine generator is significant or when, after conducting a minor inspection, significant questions remain about the structural integrity of a wind turbine generator.

4. Developer/Permittee shall provide an annual letter to the Township certifying compliance with the inspection requirements of this Section 13.

14. **Insurance**. Developer/Permittee shall maintain the following insurance coverage:

(a) A commercial general liability insurance policy with a financially responsible insurance company providing for (i) a limit of not less than \$1,000,000 for personal or bodily injury or death to any one person; (ii) for a limit of not less than \$3,000,000 for personal or bodily injury or death to any number of persons arising from any one occurrence; and (iii) for a limit of not less than \$1,000,000 for any instance of property damage;

(b) Workers' compensation coverage in an amount required by Pennsylvania law. Developer/Permittee shall require subcontractors and others not protected under its insurance to obtain and maintain workers' compensation and employers' liability insurance; and

(c) Umbrella liability insurance with coverage to be in excess of the insurance required above. Limits of liability shall not be less than \$3,000,000 for each occurrence and \$3,000,000 in aggregate.

(d) The Township shall be identified as an additional insured on all insurance policies referenced herein. No policy of insurance shall be cancelled without first providing the Township with at least 30 days prior written notice of intent to cancel.

Certificates of insurance evidencing compliance with these requirements shall be provided to the Township. All policies other than worker's compensation shall be written on an occurrence and not on a claims made basis.

15. **Defense of Land Use Decision.** In addition to the indemnification described above, Developer/Permittee shall reimburse the Township its reasonable attorneys' fees, incurred in defending any legal actions brought by third parties challenging the legality or enforceability of this Agreement or any portion thereof, or the issuance of any permits to Developer/Permittee by the Township for the Project. Unless it decides to refuse indemnification, the Township shall be entitled to indemnification from Developer/Permittee. The Township shall notify Developer/Permittee in writing promptly upon discovering any claim entitling it to a land use defense reimbursement, but in no event later than 30 days (or shorter if warranted to avoid prejudice or damage to Developer/Permittee) after receiving written notice of any action, lawsuit, proceeding, investigation or other claim against it which may give rise to a claim for a land use defense reimbursement to avoid prejudice or damage to Developer/Permittee. In the event Township fails to notify Developer/Permittee, within the aforementioned 30 days, Developer/Permittee shall not be obligated to indemnify and defend the township with respect to any such liability, action or claim, only insofar as such knowing failure to notify Developer/Permittee has actually resulted in prejudice or damage to Developer/Permittee. With respect to any third party action, lawsuit, proceeding, investigation or other claim which is subject to reimbursement under this section, Developer/Permittee shall be entitled to assume and control (with counsel of its choice, which counsel must be approved by the Township, provided however such approval shall not be unreasonably withheld) the defense of such action, lawsuit, proceeding, investigation or other claim at Developer/Permittee's expense; provided, however, that the Township shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by the Township) and to assert against any third party any and all cross claims and counterclaims the Township may have. If Developer/Permittee elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as either (i) such settlement provides an unconditional, release of the Township, or (ii) Developer/Permittee shall obtain the prior written consent of the Township (which consent shall not unreasonably withheld). If Developer/Permittee elects to assume the defense of any claim, the Township shall fully cooperate with Developer/Permittee and its counsel in such defense.

16. **Payment to Township.** Developer/Permittee will pay to the Township ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per proposed megawatt for wind turbine generators installed in the Township upon issuance of the Building Permit by the Township or notice from the building code enforcement officer that no building permit is required (the "Issuance or Notice Date"). Thereafter, Developer/Permittee will pay the Township ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per megawatt for wind turbine generators actually installed in the Township (the "Per Megawatt Payment"). Such payments shall be on an annual basis payable on the anniversary of the Issuance or Notice Date. Under no circumstances shall the Township receive less than ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS per megawatt from Developer/Permittee. However, Developer/Permittee may receive a Credit, which shall be set off against the Per Megawatt Payment. "Credit" is defined the amount of any payments, related to the Wind Farm or wind turbine generators located in the Township paid by Developer/Permittee to any other governmental entity, for which such funds are actually (or are traceable to an amount) received by the Township. If the Credit is less than the Per Megawatt Payment, then the Per Megawatt Payment will be reduced by the Credit. If

the Credit is equal to or greater than the Per Megawatt Payment, no Per Megawatt Payment is payable to the Township. Pursuant to the above terms, Developer/Permittee specifically agrees that the Commonwealth may not impair the right to this payment by the passage of legislation, executive order or otherwise.

17. **Field Representative and Site Manager.** Developer/Permittee will be responsible for overseeing compliance with the conditions of this Agreement during the construction phase of the Project. Upon completion of construction, Developer/Permittee shall designate a contact person for the Township who will be responsible for overseeing compliance with the conditions of this Agreement for the duration of the Term of this Agreement. Developer/Permittee shall provide the names, addresses, daytime telephone numbers and emergency telephone numbers of any other designated field representative and site manager to the Township. The Township may make the telephone numbers available to local residents and officials. Developer/Permittee shall be entitled, upon prior written notice to the Township, to change the field representative or site manager, or make other changes in the contact information.

In addition, Developer/Permittee will make contact information available for the entity providing operation (monitoring) and maintenance services.

18. **Inspections.** Representatives of the Township shall be allowed to inspect the wind turbine generator sites after providing not less than 24 hours advance written notice to Developer/Permittee through its site management as defined in Section 17, and to the property owner. Provided however, during construction, Developer/Permittee, may limit the access to the Project to two designated representatives of the Township, unless safety reasons mandate otherwise and/or the inspection is required by law.

19. **Protect Permit.** Upon execution by both Parties to this Agreement, this document shall also constitute a permit for Developer/Permittee to proceed with the Project, subject to the requirements of this Agreement and the requirement of Developer/Permittee to obtain all other necessary permits as required by federal, state, and local law, including, but not limited to, FAA permits, Pennsylvania Department of Environmental Protection permits, and building permits.

20. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The Court of Common Pleas of Cambria County, Pennsylvania, shall have jurisdiction/venue over any and all matters or disagreement between the Parties hereto arising out of interpretation of this Agreement or any matters herein set forth.

21. **Relationship of Parties.** The Parties understand and agree that no Party is an agent, employee, contractor, vendor, representative or partner of the other Party,

that (except as expressly set forth in writing) no Party shall owe a fiduciary duty to any other Party and no Party shall hold itself out as such to third parties and that no Party is capable of binding the other Party to any obligation or liability without the prior written consent of the other Party. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, shall create or constitute a partnership, joint venture or any other form of, business organization or arrangement between the Parties.

22. **Equality of Treatment**: Developer/Permittee hereby covenants to provide Township equal treatment as is provided to all other municipalities within Blair County and Cambria County having similar arrangements with Developer/Permittee and any of its parent entities and/or subsidiaries including all successors and assigns. During the term of this Agreement or any extension thereof any section, clause or provisions which are modified, added, or renewed in any Agreement with another municipal entity presently or hereafter included in or part of the Wind Farm may be incorporated into this Agreement at the sole discretion of Township provided, however, that incorporation of any section, clause or provisions perceived to be more favorable to another Entity shall also require incorporation of any section, clause or provisions which caused Developer/Permittee to provide such perceived favored status. Developer/Permittee shall forward information pertinent to the above process and Township shall review same for purposes of acceptance or rejection. Township shall give written notice of the decision to accept or reject, which acceptance/rejection shall not be effective until received by the Developer/Permittee.

23. **Attorney's Fees**: If either party shall at any time be in default under this agreement and if the non-defaulting party shall institute a legal action or summary proceeding against the defaulting party based upon such default, then the losing party will reimburse the prevailing party for its reasonable attorney's fees and disbursements.

24. **Immunity**: Neither Party hereto waives any rights or immunities arising out of and/or pursuant to any applicable governmental immunity, laws and/or statutes.

25. **Compliance with Laws**: Nothing contained in this Agreement shall provide, apply/infer that either party is authorized to engage in any conduct which is not in compliance with all federal; state, and local laws, rules and regulations that presently exist and/or are adopted/amended in the future.

26. **Nonexclusive Remedy**: No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given by this agreement or now or hereafter existing at law or in equity. The failure of either party to insist upon the strict performance of any obligations shall not be deemed a waiver thereof.

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be duly executed on the date set forth above.

TOWNSHIP OF CAMBRIA

By: _____
Township Chairperson

Attest:

Approved as to Form:

By: _____
Township Solicitor

NAME OF DEVELOPER/PERMITTEE

By: _____

Attest:

Authorized Representative

Approved as to Form:

NAME OF DEVELOPER/PERMITTEE

By: _____
Attorney

Exhibit 13-5-B

**Cambria Twp. Cambria County Pennsylvania
Regulated Wind Turbine Generator Application/Appeal Form**

Type of Application/Appeal (check one): New Construction Renewal Appeal
If renewal, attach copy of prior permit.

Name of Applicant/Appellant:

Address:

Phone: _____ Fax: _____

Email: _____

Location of Property:

Street Address: _____ Tax Map Number: _____

Name of Property Owner:

Address:

Description of Project or Reasons for Appeal: (attach separate sheets if necessary)

- Attach sketch plan of property with wind turbine generator(s).
- Attach the names and addresses of all property owners and tenants occupying property within 2000 feet of the boundaries of the property upon which the Wind Turbine Generator(s) will be or are located and proof of service upon each person.
- If Initial application or renewal request, attach executed copy of Development Agreement and Permit and any other federal, state, and/or other local permits.

B. Premise Use/Stand Alone Wind Turbine Generators**§13-521. Definitions.**

Premise use / stand alone wind turbine generator (PUWTG) / windmills—a distinct class of wind turbine generators constructed and utilized for the primary purpose and utilization of the energy/electricity generated on the site premises.

Resident premise use wind turbine generators / windmills—a subclass of premise use wind turbine generator constructed and utilized for the primary purpose and utilization of the energy/electricity generated for residential purpose on premises.

Nonresidential premise use wind turbine generators—a subclass of premise use wind turbine generators constructed and electricity/energy generated utilized for premise use purposes exclusive of residences/residential use.

(Ord. 204, 3/8/2010, §1)

§13-522. Findings.

The construction, maintenance and operation of premise use/stand alone wind turbine generators because of present tangible and immediate dangers to the public and neighboring landowners in the nature of ejection of projectiles, (ice, injured birds, debris, etc.) continuous generation of noise during night time hours and glare from sunlight continually flashing, rotating blades and further present a danger following the useful life of the premise use wind turbine generators from deterioration if proper provisions for decommissioning are not made.

(Ord. 204, 3/8/2010, §2)

§13-523. Permit Required.

No premise use wind turbine generator shall be constructed, operated or maintained within in Cambria Township without a permit for the same. Application for permit shall be made on forms provided by the Township. In the event an individual desires to convert a PUWTG to a commercial use wind turbine generator, said individual shall comply with the requirements/regulations of Part 5A, as may be amended from time to time, and shall/must comply with all permitting requirements of said Part prior to any alteration to the structure and failure to properly obtain such permit shall constitute a violation of this Part 5B.

(Ord. 204, 3/8/2010, §3)

§13-524. Permit Fee.

A one time permit fee of \$250 per proposed premise use wind turbine generator shall be paid at the time the application is submitted. Fees shall not be returned where an application has been denied. The Township Supervisors may modify this fee by resolution from time to time in keeping with the Township's experience with the cost of administering the provisions of this Part 5B.

(Ord. 204, 3/8/2010, §4)

§13-525. Duration of Permit.

A permit issued shall be valid for a period of 30 years. Any application for renewal

shall satisfy all criteria and regulations set forth herein.

(*Ord. 204, 3/8/2010, §5*)

§13-526. Notice of Application.

The applicant must provide written notice of application to all property owners and tenants occupying property within 1,000 feet of the boundaries of the property upon which the PUWTG will be located. Proof of service of such notice by certified mail or notarized affidavit of hand delivery must be provided with the application.

(*Ord. 204, 3/8/2010, §6*)

§13-527. Review of Applications.

The Township will review the application submitted, and reject the same if it is incomplete in any respect. In such case, the application fee shall be retained as compensation for the time spent in review. If the application is determined to be complete, the Township Secretary shall place the matter on the agenda for action by the Supervisors as a public meeting.

(*Ord. 204, 3/8/2010, §7*)

§13-528. Issuance of Permit.

The Supervisors of the Township, with the assistance of such consultants as they deem appropriate, shall make a determination at a public meeting as to whether the permit application submitted meets the criteria and regulation set forth in this Part 5B (Premise Use Wind Turbine Generator-Development Agreement and Permit), and approve or reject the application based upon the determination in a public vote.

(*Ord. 204, 3/8/2010, §8*)

§13-529. Criteria and Regulation for Granting of Permit.

1. No permit for the construction, operation or maintenance of a PUWTG shall be granted unless the applicant demonstrated compliance in its permit application with all criteria and regulations set forth herein.

2. A site plan must be submitted, prepared to scale by a registered land surveyor or civil engineer showing the location of the proposed PUWTG, distance to all property lines, existing and proposed structure, existing and proposed elevations, public and private roads above ground utility line and any other significant features of appurtenances. Any portion of this Section may be waived if in the opinion of the Supervisors, the materials submitted are sufficient to make a decision.

(*Ord. 204, 3/8/2010, §9*)

§13-530. Final Inspection.

For all new applications, after the issuance of a permit upon proper application, the applicant shall notify the Township in writing when the project is within 2 weeks of completion to allow for final inspection by the Township to confirm compliance with all criteria/regulations set forth herein.

(*Ord. 204, 3/8/2010, §10*)

§13-531. Continued Compliance.

An applicant granted a permit under this Subpart shall be under a continuing obligation to meet the performance criteria and regulations set forth herein. The Cambria Township Supervisors hereby declare that a PUWTG which ceases to meet such criteria and regulations, after construction pursuant to a permit, shall constitute a nuisance, and following 30 day notice to the applicant, which remains unremedied or unappealed, the Township may act to remove the structure. Such notice shall be designed as a notice of violation, and shall be appealable as set forth below.

(*Ord. 204, 3/8/2010, §11*)

§13-532. Windmills for Residential Wind Energy Generation.

1. Premise use wind turbine generators/windmills shall only be permitted as a conditional use upon approval of the Board of Supervisors in accordance with this Section and all other applicable ordinances rules and regulation. It shall be the applicant's burden to demonstrate the ability to satisfy all of the conditional use requirements of premise use wind turbine generators.

2. Windmills shall be considered accessory structures and the generation of energy shall be an accessory use in all areas/location in the Township. Power generated by a windmill under this Section shall not exceed 10 KW. There shall be no commercial use of the windmills for the generation of energy, except for that energy generated in excess of the requirements of the property and purchased by a public utility in accordance with the law or other government regulations.

3. Wind energy generation shall be limited to one windmill per lot or tract of land unless a special exception/exception is obtained from the Zoning Hearing Board allowing for such additional windmill/turbine(s). The determination as to whether or not to grant a special exception/exception shall be made in accordance with the law of the Commonwealth of Pennsylvania (PA Municipalities Planning Code, etc.) and Cambria Township Zoning Ordinance [Chapter 27] and factual equities as not to undermine/compromise the intent of this Subpart, i.e., the protection of the public health, safety and welfare.

4. The applicant shall evaluate the proposed site in light of all relevant data/recommendations as to allow for the proper/continued operation of the windmill.

5. The maximum height of any windmill, measured from the average approved finished grade at the perimeter of the windmill foundation to the highest vertical point of a blade at its maximum vertical position, shall not exceed 45 feet.

6. No windmill shall be placed in a front yard.

7. All towers, hubs, foundation and other supporting structures shall be installed and meet the requirements of the turbine manufacturer and building permit inspector.

8. No windmill shall be placed closer to a property line, occupied structure, utility, utility line, structure or fuel source than the distance measured by its height plus 25 percent of its height (measured in feet).

9. No windmill blade at its lowest point shall be closer to the surface of the ground than 15 feet.

10. The proposed location of the windmill shall be demonstrated to protect and maintain existing view sheds of the subject property and those of surrounding

properties. In addition, the design color and other visual features of the windmill shall be designed and installed in such a manner so as to create the least visual impact practicable. The applicant shall demonstrate compliance with this section, by among other things, providing photographic perspectives of the proposed site from all sides of the property, adjacent road ways and neighboring properties (with permission of the owners).

11. The proposed location and operation of the windmill shall be demonstrated not to interfere with any broadcast, radio, wireless or other telecommunication signals or facilities. In all cases, the location of a windmill shall be clear of and shall not interfere with any existing, trees, structures, wires and the like.

12. All utilities, lines, cables, wires and other connections to or from the windmill and any other structure associated with the windmill shall be at or below grade, except as otherwise permitted by the Board of Supervisors.

13. Noise emitted from the operation of the windmill shall be in accordance with the requirements of the Supervisors/Township not to exceed 45 decibels measured at the perimeter of the property upon which the windmill/turbine generator is located.

14. Windmills shall not be lighted except as otherwise required by law.

15. There shall be no antennae, advertising or other items or material affixed to or otherwise placed on the windmill, except those required for safety or otherwise permitted by the Township.

16. Access to a windmill shall not be provided any lower than 15 feet at the highest point of the windmill base. Other proposed means of access and/or the limitation thereof and security therefore must be approved by the Board of Supervisors as part of the conditional use process.

17. Caution signs shall be placed at the setback limit warning of ice and blade throws. Signs shall be placed at 100 feet intervals, no lower than 3 feet high and a minimum of 1 square foot, maximum of 2 square feet reading CAUTION: FALLING OBJECTS. Each sign shall also contain the name and address of the property owner.

18. A site plan shall be prepared and certified by a registered professional engineer and submitted with and as part of any conditional use application. Applications submitted without a site plan shall be returned to the applicant as incomplete. The site plan shall contain at a minimum, in addition to the other requirements of this Section, the following:

- A. Property boundaries and identities of neighboring property owners.
- B. Location of all man made structures on the property, as well as all man-made structures within 200 feet of the proposed windmill.
- C. All wires, and overhead structures, both natural and man-made.
- D. Soil type(s) where the foundation will be constructed.
- E. Complete structural and construction details, including narrative descriptions, demonstrating how the foundation, support and other parts of the windmill will be constructed, installed and maintained, together with the safety features proposed to prohibit unauthorized access.
- F. All new structures, together with any alterations to or modifications of existing structures, proposed in connection with the windmill.

G. The applicant shall demonstrate that should the windmill fall, it will fall within the setback prescribed by subsection .8 of this Section.

H. Information regarding the speed of operation and the braking mechanism(s). No windmills shall be permitted which lack an automatic braking, governing or feathering system to prevent uncontrolled rotation, overspeeding and/or excessive pressure on the windmill or any of its component parts.

19. The Township may require the submission of additional information at any time prior to, during or following the conditional use hearing(s).

20. All conditions of any conditional use granted by the Township shall be obligations of any succeeding owners of the property. To assist with this subsection, any conditional use approval permitting a windmill shall be recorded verbatim against the property in the County Office of the Recorder of Deeds. In addition, any change in ownership of the property shall be registered with the Township within 30 days of said change in ownership.

21. *Removal of Windmills.*

A. Any windmill which has not been in active and continuous service for a period of 1 year shall be removed from the property to a place of safe and legal disposal.

B. All structures/enclosures accessory to the windmill shall also be completely removed from the property to a place of safe and legal disposal.

C. The former windmill site shall be restored to as natural condition as possible within 6 months of the cessation of active and continuous use.

21. *Certifications and Inspections.*

A. *National and State Standards.* The applicant shall show that all applicable manufacturer's, the Commonwealth of Pennsylvania and U.S. standards for the construction, operation and maintenance of the proposed windmill have been met, including without limitation, back feed prevention and lightning grounding. Windmills shall be built, operated and maintained to be applicable industry standards of the Institute of Electrical and Electronic Engineers (IEEE) and the American National Standards Institute (ANSI). The applicant for a windmill shall furnish evidence, over the signature of a professional engineer licensed to practice in the Commonwealth of Pennsylvania, that such windmill is in compliance with such standards.

B. *Annual Inspection Report.* Whenever a windmill is authorized by conditional use, a tri-annual (every 3 years) inspection report prepared by an independent professional engineer licensed in the Commonwealth of Pennsylvania shall be obtained by the property owner and submitted to the Township not later than 30 days following each anniversary of the date on which the Township certified the windmill ready for operation. The inspection report shall certify the structure soundness and proper operation of the windmill. The requirement to submit the annual report shall be such that it shall be required even if not specifically included in or as part of a conditional use decision.

22. No windmill shall commence operation until the Township has certified in writing that the conditions of this Section have been satisfied and the windmill has been constructed and installed in accordance with the approved plans and specifica-

tions.

(Ord. 204, 3/8/2010, §12)

§13-533. Premise Use Wind Turbine Generators/Windmills.

1. Windmills for nonresidential wind energy generation shall only be permitted by conditional use approval of the Board of Supervisors in accordance with this Section. It shall be the applicant's burden to demonstrate satisfaction of all conditional use and other requirements.

2. Windmills shall be considered accessory structures and the generation of energy as an accessory use only in nonresidential districts (including agricultural uses) or for existing nonresidential uses and only in accordance with this Section. Power generated by a windmill under this Section shall not exceed 20 KW. There shall be no commercial use of the windmills for the generation of energy, except for that energy generated in excess of the requirements of the property and purchased by a public utility in accordance with the law or other government regulation.

3. Wind energy generation shall be limited to one windmill per lot or tract of land, unless the applicant shall demonstrate that the energy provided by a single windmill is insufficient to provide needed energy for the tract or property's nonresidential use. The determination as to whether or not to grant a special exception/exception should be made in accordance with the laws of the Commonwealth of Pennsylvania (PA Municipalities Planning Code, etc.) and Cambria Township Zoning Ordinance [Chapter 27] and factual equities as not to undermine/compromise the intent of this Subpart, i.e., the protection of the public health, safety and welfare.

4. The applicant shall evaluate the proposed site in light of all relevant data/recommendation as to the proper/continued operation of the windmill.

5. The maximum height of any windmill, measured from the average approved finished grade at the perimeter of the windmill foundation to the highest vertical point of a blade at its maximum vertical position, shall not exceed 55 feet.

6. No windmill shall be placed in a front yard.

7. All towers, hubs, foundation and other supporting structures shall be installed and meet the requirements of the turbine manufacturer and building permit inspector.

8. No windmill shall be placed closer to a property line, occupied structure, utility, utility line, structure or fuel source than the distance measured by its height plus 25 percent of its height (measured in feet).

9. No windmill blade at its lowest point shall be closer to the surface of the ground than 15 feet.

10. The proposed location of the windmill shall be demonstrated to protect and maintain existing view sheds of the subject property and those of surrounding properties. In addition, the design color and other visual features of the windmill shall be designed and installed in such a manner so as to create the least visual impact practicable. The applicant shall demonstrate compliance with this Section, by among other things, providing photographic perspective of the proposed site from all sides of the property, adjacent road ways and neighboring properties (with permission of the owners).

11. The proposed location and operation of the windmill shall be demonstrated not

to interfere with any broadcast, radio, wireless or other telecommunication signals or facilities. In all cases, the location of a windmill shall be clear of and shall not interfere with any existing, trees, structures, wires and the like.

12. All utilities, lines, cables, wires and other connections to or from the windmill and any other structure associated with the windmill shall be at or below grade, except as otherwise permitted by the Board of Supervisors.

13. Noise emitted from the operation of the windmill shall be in accordance with requirements of the Supervisors not to exceed 45 decibels as measured at the perimeter of the property upon which the windmill is located.

14. Windmills shall not be lighted except as otherwise required by law.

15. There shall be no antennae, advertising or other items or material affixed to or otherwise placed on the windmill, except those required for safety or otherwise permitted by the Township.

16. Access to a windmill shall not be provided any lower than 15 feet at the highest point of the windmill base. Other proposed means of access and/or the limitation thereof and security therefore must be approved by the Board of Supervisors as part of conditional use process.

17. Caution signs shall be placed at the setback limit warning of ice and blade throws. Signs shall be placed at 100 feet intervals, no lower than 3 feet high and a minimum of 1 square foot, maximum to 2 square feet reading CAUTION: FALLING OBJECTS. Each sign shall also contain the name and address of the property owner.

18. A site plan shall be prepared and certified by a registered professional engineer and submitted with and as part of any conditional use application. Applications submitted without a site plan shall be returned to the applicant as incomplete. The site plan shall contain at a minimum, in addition to the other requirements of this Section, the following:

- A. Property boundaries and identities of neighboring property owners.
- B. Location of all man made structures on the property, as well as all man-made structures within 200 feet of the proposed windmill.
- C. All wires, and overhead structures, both natural and man-made.
- D. Soil type(s) where the foundation will be constructed.
- E. Complete structural and construction details, including narrative descriptions, demonstrating how the foundation, support and other parts of the windmill will be constructed, installed and maintained, together with the safety features proposed to prohibit unauthorized access.
- F. All new structures, together with any alterations to or modifications of existing structures, proposed in connection with the windmill.
- G. The applicant shall demonstrate that should the windmill fall, it will fall within the setback.
- H. Information regarding the speed of operation and the braking mechanism(s). No windmill shall be permitted which lack an automatic braking, governing or feathering system to prevent uncontrolled rotation, overspeeding and/or excessive pressure on the windmill or any of its component parts.

19. The Township may require the submission of additional information as any

time prior to, during or following the conditional use hearing(s).

20. All conditions of any conditional use granted by the Township shall be obligations of any succeeding owners of the property. To assist with this subsection, any conditional use approval permitting a windmill shall be recorded verbatim against the property in the County Office of the Recorder of Deeds. In addition, any change in ownership of the property shall be registered with the Township within 30 days of said change in ownership.

21. *Removal of Windmills.*

A. Any windmill which has not been in active and continuous service for a period of 1 year shall be removed from the property to a place of safe and legal disposal.

B. All structures/enclosures accessory to the windmill shall also be completely removed from the property to a place of safe and legal disposal.

C. The former windmill site shall be restored to as natural condition as possible within 6 months of the cessation of active and continuous use.

22. *Certifications and Inspections.*

A. *National and State Standards.* The applicant shall show that all applicable manufacturer's, the Commonwealth of the Pennsylvania and U.S. standards for the construction, operation and maintenance of the proposed windmill have been met, including without limitation, back feed prevention and lightning grounding. Windmills shall be built, operated and maintained to the applicable industry standards of the Institute of Electrical and Electronic Engineers (IEEE) and the American National Standards Institute (ANSI). The applicant for a windmill shall furnish evidence, over the signature of a professional engineer licensed to practice in the Commonwealth of Pennsylvania that such windmill is in compliance with such standards.

B. *Annual Inspection Report.* Whenever a windmill is authorized a tri-annual (every 3 years) inspection report prepared by an independent professional engineer licensed in the Commonwealth of Pennsylvania shall be obtained by the property owner and submitted to the Township not later than 30 days following the anniversary of the date of the previous required inspection. The inspection report(s) shall certify the structure soundness and proper operation of the windmill. The requirement to submit the annual report shall be such that it shall be required even if not specifically included in or as part of a conditional use decision.

23. No windmill shall commence operation until the Township has certified in writing that the conditions of this Section have been satisfied and the windmill has been constructed and installed in accordance with the approved plans and specification.

24. Industrial wind energy generation and wind energy generation for commercial sale to users or customers not located on the property where the energy is generated are incompatible with the Township Comprehensive Plan, the intent of this Subpart, and the general health, safety and welfare and are therefore not permitted.

(Ord. 204, 3/8/2010, §13)

§13-534. No Further Land Development.

No property or lot/parcel of land upon which a permit has been granted for the

construction, maintenance or operation of a PUWTG shall thereafter be eligible for the insurance of a build permit within the required setback distance from a permitted PUWTG, unless the party requesting the building permit shall have executed a written waiver or non-disturbance easement, convent or consent, any of the aforementioned which has been recorded in the Office of the Recorder of Deeds of Cambria County, Pennsylvania.

(Ord. 204, 3/8/2010, §14)

§13-535. No Further Subdivision.

No property or lot upon which a PUWTG has been located shall be further subdivided where to do so would result in the set backs required by this Subpart and/or as set forth in the permit no to be met and/or any other ordinance of the Township

(Ord. 204, 3/8/2010, §15)

§13-536. Penalty.

Any person who violates any portion of this Subpart shall in civil enforcement proceeding pay a fine as set by the Township Supervisors, as provided for in the Second Class Township Code. This Subpart is deemed to be an ordinance related to public health and safety, enacted under authority of the statutes referred to in the preamble hereto and the Township's general authority to protect public health and safety and welfare. As such, a penalty of \$1,000 shall be assessed as a civil penalty for any violation hereof. Each day a violation continues shall be considered a separate and distinct violation and subject to a separate assessment, until proof of compliance is provided. Notwithstanding any provision of this Subpart respecting enforcement, the Township reserves the right to enforce this Subpart through an action for injunction in the Court of Common Pleas of Cambria County.

(Ord. 204, 3/8/2010, §16)

§13-537. Applicability.

1. This Subpart “exclusively” (Subpart 5A notwithstanding) shall be applicable to premise use wind turbine generators both premise residential and premise nonresidential use.

2. All other wind turbine generators constructed, utilized and maintained in the Township of Cambria, County of Cambria, and State of Pennsylvania, shall be subject to the requirements of Subpart 5A.

(Ord. 204, 3/8/2010, §17)

PUWTG –DEVELOPMENT AGREEMENT AND PERMIT

This Development Agreement and Permit (“Agreement”), dated the _____ day of _____, 2010, is executed by the Cambria Township, located in Cambria County, in the Commonwealth of Pennsylvania and organized under the Second Class Township Code of the Pennsylvania Statutes (“Township”) and _____ (“Developer/Permitee”). The Township and Developer/Permitee are referred to individually as “Party” and collectively as the “Parties”.

GENERAL CONDITIONS

1. **Default.** Any of the following occurrences shall constitute an event of default (“Event of Default”) under this Agreement:

a. If Developer/Permitee ceases to operate the Premises Use Wind Turbine Generator (“PUWTG”); provided, however, that Developer/Permitee shall not be deemed to have ceased operating the PUWTG if Developer/Permitee ceases operations of the PUWTG for a period not exceeding 6 months;

b. If Developer/Permitee fails to observe or perform any material condition or provision hereof for a period of 60 days after receiving written notice of such failure from the Township. Developer/Permitee shall commence corrective action within 30 days of notice, from any source, of any failure, and shall complete corrective action within 60 days of receipt of notice. Any period of time for which Developer/Permitee is unable to commence or complete corrective action as the result of any material third party withholding approval of such action shall not be counted against Developer/Permitee. If Developer/Permitee is unable to commence corrective action within 30 days of notice or is unable to complete corrective action within 60 days of receipt of notice for reasons other than delays caused by any material third party, Developer/Permitee shall request an extension from the Township. Which shall not be unreasonably withheld and which may include reasonable conditions in order for Developer/Permitee to receive and maintain such extension;

c. If Developer/Permitee continues to be in material breach of any statute, regulation, rule or permit administered by any federal, state, county or local department, agency or commission within 60 days after receiving written notice of a violation by such federal, state or county department, agency or commission Developer/Permitee shall notify the Township in writing of any alleged violation, order or enforcement proceeding within seven (7) days of receipt. Developer/Permitee shall commence corrective action within 30 days of notice, from any source, of any breach and/or violation, and shall complete corrective action within 60 days of receipt of notice. Any period of time for which Developer/Permitee is unable to commence or complete corrective action as the result of any material third party withholding approval of such action shall not be counted against Developer/Permitee. If Developer/Permitee is unable to commence corrective action within 30 days of notice or is unable to complete corrective action within 60 days of receipt of notice for reasons other than delays caused by any material third party, Developer/Permitee shall request an extension from the Township, which shall not be unreasonably withheld and which may include

reasonable conditions in order for Developer/Permittee to receive and maintain such extension.

d. Upon an Event of Default the Township may revoke this Agreement if the following conditions are met:

- (i) The Event of Default remains uncured; and
- (ii) There is no Force Majeure Event causing the Event of Default to continue; and
- (iii) The Township has provided Developer/Permittee an opportunity to present and explain its position before the Township Board to respond to the Event of Default, and any and all decisions and/or determinations by the Township Board may be appealed to the Court of Common Pleas of Cambria County, and all appeals are *de novo*; and
- (iv) All *de novo* appeals from the decision rendered by the Township Board under (iii) have been exhausted.

2. **Non-Assignability.** The rights granted by the Agreement are not assignable or transferable to any other person, firm or corporation, whether by operation of law or otherwise, without the express prior written consent of the Township, such consent not to be unreasonably withheld.

3. **Interpretation.** In their interpretation and application, the provisions of this Agreement shall be considered minimum requirements.

4. **Modification.** No provision of this Agreement may be modified except in writing by Developer/Permittee and the Township after public notice and hearing. Developer/Permittee is required to obtain separate authorizations for the erection and support of any buildings or improvement, highway access permits, and any other permit, license or authorization required by any county, state or federal agency. The Township makes no representations regarding Developer/Permittee's right to obtain whatever additional authorizations or permits may be necessary for the operation of a PUWTG.

5. **Force Majeure.** Notwithstanding any other provision of this Agreement, no party hereto shall be responsible in damages to the other for any failure to comply with this Agreement, resulting from an act of God or riot, sabotage, public calamity, flood, strike or other event beyond its reasonable control. The party having the responsibility for the facilities affected, however, shall proceed promptly to remedy the consequences of such event.

6. **Severability.** Each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited or invalid under applicable law as determined by a Court of competent jurisdiction, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

7. **Waiver.** No waiver by the Parties or their officials shall be deemed to be made unless the same shall be in writing and be signed by a duly authorized Township or Developer/Permittee official. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Township or Developer/Permittee in any other respect at any other time.

8. **Performance Standards.** Developer/Permittee agrees that the PUWTG shall be operated and maintained consistent with Good Utility Practice for comparable facilities. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region. Under no circumstances shall the definition of "Good Utility Practices" include any violation, regardless of degree, of any local, state, and/or federal law, ordinance, rule, and/or regulation.

9. **Indemnification.** Developer/Permittee shall defend, indemnify and hold harmless the Township and its officials, employees and agents from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees (such liabilities together known as "Liability") arising out of the selection, construction, operation and removal of the PUWTG and affiliated equipment including, without limitation, Liability for property damage or personal injury (including death), whether said Liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the Township's other indemnification rights available under law.

10. **Township Legal Authority.** The Township represents and warrants that (i) the execution, delivery and performance of this Agreement is duly authorized; and (ii) it has all requisite legal authority to execute, deliver and perform this Agreement; and (iii) no further approval or authorization or other action by any governmental authority is required for the execution, delivery and performance of the agreement.

11. **Time is of the Essence.** Time is of the essence in performance of the requirements of this Agreement.

SPECIAL CONDITIONS

1. **Term and Renewal.** This Agreement shall continue for 30 years (the "Term") from the date of approval of the Agreement, unless earlier terminated as provided herein. The Term shall automatically extend for one additional ten year period ("Additional Term"), at the request of Developer/Permitee if no Event of Default permitting the Township to revoke this Agreement under 1(e) above exists at the time of such request.

The Township makes no representations to Developer/Permitee regarding the renewal of the Agreement at the expiration of the Additional Term, and the Township reserves all rights available under law or in equity to any such extension. Developer/Permitee is hereby informed that it has no property right in the expectation of the renewal of the Agreement except for the Additional Term.

2. **Building Codes: Safety Standards.** To ensure the integrity of the PUWTG, Developer/Permitee shall maintain the PUWTG in compliance with Good Utility Practice for PUWTG. If, upon inspection by the Township and/or any other regulatory entity with lawful jurisdiction over the PUWTG, the Township or such entity provides written notice that any of the PUWTG fail to comply with Good Utility Practice or constitutes a danger to persons or property, then Developer/Permitee shall immediately commence corrective action for any failure and/or danger, and shall complete corrective action to bring the non-compliant PUWTG into compliance with such standards within 60 days of receipt of notice. If Developer/Permitee is unable to bring the noncompliant PUWTG into compliance with such standard within 60 days of receipt of notice, Developer/Permitee shall request an extension from the Township, which shall not be unreasonable withheld and which may include reasonable conditions in order for Developer/Permitee to receive and maintain such extension. Failure to bring such noncompliant PUWTG into compliance shall constitute grounds for the Township to request removal of said PUWTG at Developer/Permitee expense. The Township is authorized to file an action for injunctive relief in the Court of Common Pleas of Cambria County, Pennsylvania, to require Developer/Permitee to remove the non-compliant PUWTG.

2(b) Site Plan – A site plan must be submitted, prepared to scale by a registered land surveyor or civil engineer showing the location of the proposed PUWTG, distance to all property lines, existing and proposed structures, existing and proposed elevations, public and private roads above ground utility lines and any other significant features of appurtenances. Any portion of this section may be waived if in the opinion of the Planning Board, the materials submitted are sufficient for the Board to make a decision.

3. **State and Federal Requirements.** The PUWTG shall meet current standards and regulations, if any, of any other agency of the state or federal government with the authority to regulate PUWTG. If such standards and regulations are changed the Developer/Permitee shall bring the PUWTG into compliance with such applicable revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency or approved by the Township. Failure to bring the PUWTG into compliance with such applicable revised standard and regulations shall constitute an Event of Default. The PUWTG shall be marked as required by the Federal Aviation Administration (FAA). Developer/Permitee shall comply with any and all future state and/or federal regulations which are applicable to PUWTG, unless grandfathered.

4. **Maintenance, Repair & Replacement.** Developer/Permitee shall repair, maintain and replace the PUWTG and associated equipment during the Term of the Agreement in a manner consistent with Good Utility Practice as needed to keep the PUWTG in good repair and operating condition. In the event a complete or substantial replacement of the PUWTG is undertaken, written notice shall be given to the Township at least thirty (30) days prior to replacement to enable the Township to inspect during the replacement. The Notice shall contain a simple diagram of the property with the proposed location of the PUWTG and the proposed dates of replacement.

5. **Signs.** No advertising material or signage other than warning, equipment information or indicia of ownership shall be allowed on the PUWTG. This prohibition shall include the attachment of any flag, decorative sign, streamers, pennants, ribbons, spinners or waving, fluttering or revolving devices, but not including weather devices.

6. **Lighting.** The PUWTG shall not be artificially illuminated except as required by the FAA or any other applicable authority. If lighting is required, the lighting alternatives and design chosen will seek to minimize the disturbance to the surrounding views.

7. **Aesthetic.** The towers and generators of the PUWTG shall have a non-reflective, painted steel finish in a neutral color, subject to any applicable standards of the FAA or other regulators requirements. The blades of the PUWTG are not covered by the section.

8. **Stray Voltage/Electromagnetic Fields (EMF).** Developer/Permitee will utilize Good Utility Practice to minimize, to the extent practicable, the impact, if any, of stray voltage and/or EMF on other property not owned by Developer/Permitee. Developer/Permitee expects there will be no stray voltage impacts from the PUWTG because such impacts occur only on distribution facilities which are not included in the PUWTG.

9. **PUWTG Removal.** Each PUWTG and all related improvements shall be removed within six (6) months of the date when the use of the particular PUWTG has been discontinued or abandoned by Developer/Permitee, or upon expiration of this Agreement, whichever is earliest. At the time of its removal, a PUWTG will be decommissioned and removed except for any concrete structure four feet below grade. Upon removal, the land used for the removed PUWTG and associated equipment will be restored to its original condition.

The Parties agree that the Township shall have the right to enter the property to remove the PUWTG in the event that the same is not removed in six (6) months with the Township keeping any salvage value obtained from such removal. Any costs of decommissioning, removal and restoration, including attorney's fees and costs, in excess of the salvage value shall be promptly paid by the Developer/Permitee to the Township. The Township shall be entitled to enter a municipal claim, pursuant to the Municipal Lien Act.

10. **Setbacks.** The PUWTG shall comply with the following setbacks:

(a) **Structures.** No PUWTG shall be placed less than 1.5 times the height of the PUWTG (measured at the highest point of the blade tip), from the nearest point of intersection of any structure or building currently located on the parcel of real estate. No new structures or building shall be subsequently constructed or placed less than 1.5 times the height of the PUWTG (measure at the highest point of the blade tip), from the nearest point of intersection with the PUWTG.

(b) **Property Lines.** No PUWTG shall be placed less than 1.5 times the height of the PUWTG (measured at the highest point of the blade tip), from the nearest point of intersection of the property line of another property owner. This distance may be waived among property owners with written permission by adjacent property owners, such waiver or non-disturbance easement, covenant or consent, shall be recorded in the Office of the Recorder of Deeds of Cambria County, Pennsylvania. Such easement or covenant shall run with the land and, at a minimum, provide that the said property owner waives and releases any and all claims, damages and/or losses resulting from higher noise levels, visual impacts or flickering reflections and/or shadows which may arise as a result of the location of a wind turbine generator within the established setback distance of an existing residential or commercial structure on the property of the owner executing same. Such easement, covenant or consent shall meet such requirements as to form and content consistent with this Agreement as may be required by the Township.

(c) **Public Roads.** Each PUWTG shall be set back from the nearest public road a distance of no less than 1.5 times its total height (measured at the highest point of the blade tip), determined at the nearest boundary of the right-of-way for such public road. Unless conclusive evidence exists to the contrary, the public road right-of-way is presumed to be 66 feet.

(d) **Communication and Electric Lines.** Each PUWTG shall be set back from the nearest above-ground public electric power line or public telephone line a distance of no less than 1.5 times its total height (measured at the highest point of the blade tip), determined from the existing power line or telephone line, unless otherwise agreed to or waived by the easement holder.

(e) Only one PUWTG shall be permitted on any single parcel of real estate. No single parcel of real estate, upon which a permit has been granted for the construction maintenance or operation of a PUWTG, shall thereafter be eligible for the issuance of a second building permit for an additional PUWTG. No single parcel of real estate shall be thereafter subdivided unless the parcel of real estate that has the PUWTG situate upon it, satisfies all requirements for a PUWTG.

(f) **Tower Heights.** Maximum height forty-five feet (45).

(g) **Height Calculations.** Overall height of the wind turbine shall be measured from the land in its natural state prior to grading or filling to the highest point reached by any part of the wind turbine.

(h) **Wetlands.** No part of a PUWTG shall be located within the jurisdiction of the Department of Environmental Resources unless issued an order of conditions.

(i) **Prevention of Access.** The applicant/owner shall ensure that all related components of the PUWTG are protected from unlawful access.

16. **Governing Law and Venue.** The Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The Court of Common Pleas of Cambria County, Pennsylvania, shall have jurisdiction/venue over and any all matters or disagreements between the Parties hereto arising out of interpretation of this Agreement or any matters herein set forth.

17. **Relationship of Parties.** The Parties understand and agree that no Party is an agent, employee, contractor, vendor, representative or partner of the other Party, that (except as expressly set forth in writing) no Party shall owe a fiduciary duty to any other Party and no Party shall hold itself out as such to third parties and that no Party is capable of binding the other Party to any obligation or liability without the prior written consent of the other Party. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, shall create or constitute a partnership, joint venture or any other form of business organization or arrangement between the Parties.

18. **Attorney's Fees.** If either party shall at any time be in default under this Agreement and if the non-defaulting party shall institute a legal action or summary proceeding against the defaulting party based upon such default, then the losing party will reimburse the prevailing party for its reasonable attorney's fees and disbursements.

19. **Immunity.** Neither Party hereto waives any rights or immunities arising out of and/or pursuant to any applicable governmental immunity laws and/or statutes.

20. **Compliance with Laws.** Nothing contained in the Agreement shall provide, apply/infer that either party is authorized to engage in any conduct which is not in compliance withal federal, state and local laws, rules and regulations, and the Underwriter's Laboratory (UL) listing, that presently exist and/or are adopted/amended in the future.

21. **Non-exclusive Remedy.** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given by this Agreement or now or hereafter existing at law or inequity. The failure of either party to insist upon the strict performance of any obligation shall not be deemed a waiver thereof.

IN WITNESS WHEREOF, the Parties have hereto caused the Agreement to be duly executed on the date set forth above.

ATTEST

Township of Cambria

By: _____
Township Chairperson

ATTEST/WITNESS

Developer/Permitee

By: _____
Authorized representative

CAMBRIA TOWNSHIP, Cambria County, Pennsylvania
Premise Use Wind Turbine Generator Application/Appeal Form

Type of Application/Appeal (check one): New Construction () Renewal () Appeal ()
Premise Use-Residential ()
Premise Use-Non Residential ()

Name of Applicant/Appellant:

Address:

Phone: _____ Fax: _____

Email: _____

Location of Property

Street Address: _____ Tax Map Number _____

Name of Property Owner:

Address:

Description of Project or Reasons for Appeal: (attach separate sheets if necessary)

-Attach sketch/site plan of property with wind turbine generator(s) setting forth all of the applicable criteria set forth in section 9 of the Cambria Township Premise Use Wind Turbine Generator Ordinance No. 2010-_____.

-Attach the names and addresses of all property owners and tenants occupying property within 1000 feet of the boundaries of the property upon which the Wind Turbine Generator(s) will be or are located and proof of service upon each person.

IF INITIAL APPLICATION OR RENEWAL REQUEST, ATTACH EXECUTED COPY OF DEVELOPMENT AGREEMENT AND PERMIT AND ANY OTHER FEDERAL, STATE, AND/OR OTHER LOCAL PERMITS.

Part 6

Soliciting, Canvassing and Peddling

§13-601. Exceptions.

1. The word “soliciting” or “canvassing,” as used in this Part, shall mean the seeking or taking without prior invitation from the owner or occupant or by entering in or upon any of the streets or sidewalks or from house to house or by visitation to private residences without prior invitation from the owner or occupant or by entering in or upon private property within the Township of Cambria; and, shall further mean the acts of seeking or taking without prior invitation from the owner or occupant of contracts or orders for home or other building repairs, improvements or alterations; and also the seeking or taking without prior invitation from the owner or occupant of orders or contracts for any mechanical, electrical, plumbing, heating or other device or equipment for house, home or building or other building improvements or repairs, upon or from the places aforesaid within the said Township.

2. The word “peddling” as used in this Part shall mean the selling or offering for sale of any goods, wares, services or merchandise for immediate delivery which the person selling or offering for sale carries with him in traveling, or has in his possession or control, upon any of the streets or sidewalks or from house to house or by visitation to private residences without prior invitation from the owner or occupant or by entering in or upon private property within the said Township.

3. Provided that:

A. The words “soliciting,” “peddling,” and “canvassing” shall not apply to:

(1) Farmers seeking or taking orders for the sale of their own products.

(2) The seeking or taking of orders by any manufacturer or producer for the sale of bread and bakery products, meat and meat products, or milk and milk products.

(3) The sale of goods, wares and merchandise donated by the owners thereof, the proceeds whereof are to be applied to any charitable or philanthropic purpose.

(4) The seeking or taking of orders by insurance agents or brokers licensed under the insurance laws of the Commonwealth of Pennsylvania for insurance.

(5) Persons, corporations, partnerships and associations, their agents or employees, who have complied with the provisions of the Solicitation of Funds for Charitable Purposes Act, 10 P.S. §162.1 *et seq.* [Ord. 199]

(6) Any person taking orders for merchandise from dealers or merchants, for re-sale to an ultimate consumer.

(7) To any person who is a member of a religious or church-affiliated organization and who is seeking contributions only from among members of the same organization or as a part of his doctrinal religious practice.

3. “Solicitor” or “canvasser,” as used in this Part, means any person who shall engage in soliciting or canvassing as hereinabove defined.

4. "Peddler," as used in this Part, means any person who shall engage in peddling as hereinabove defined.

5. "Person," as used in this Part, means any natural person, association, partnership, firm, organization or corporation.

6. In this Section, the singular shall include the plural and the masculine shall include the feminine and the neuter.

(*Ord. 47, 2/13/1978, §1; as amended by Ord. 199, 2/9/2009*)

§13-602. License Required.

No person shall engage in soliciting or canvassing or peddling in the Township without first having taken out a license as herein provided.

(*Ord. 47, 2/13/1978, §2*)

§13-603. Licenses Application.

1. Every person desiring to engage in soliciting, canvassing, or peddling in the Township shall first make application to the Secretary of the Board of Supervisors for a license. If such person shall also be required to obtain a license from any County officer, he shall, on making such application, exhibit a valid County license. The application shall be upon a blank provided by the Township Secretary and shall contain at least the following information verified by oath or affirmation:

A. Full name of the applicant and local address, if any.

B. Permanent address.

C. Name of employer or a statement that such applicant is self-employed.

D. The nature of the goods, wares, services or merchandise offered for sale.

E. A statement as to whether or not the applicant has ever been convicted of any crime, and if the answer is in the affirmative, the nature of the offense or offenses and the punishment or punishments imposed there.

F. The type and license number of vehicles to be used, if any.

G. Upon request, the applicant shall furnish a photograph. Where a person makes application for himself and one or more helpers, all applicable personal information specified above shall be given for each helper and verified or affirmed by oath or affirmation by him, and an individual license shall be required for each helper. No license under this Part shall be transferable from one person to another.

2. It is hereby provided that any person who desires to engage in soliciting, peddling, or canvassing, who is a resident of the Township and has been such for at least 2 years continuously immediately preceding the date of adoption of this Part and has been involved in such business for the said 2-year period, shall not be required to pay any license fee, nor obtain a license as provided herein, but shall register their name, address and type of business in each calendar year in which they desire to participate in such business within the Township of Cambria, with the Secretary of said Township and shall pay a fee in an amount as established from time to time by resolution of the Board of Supervisors for such registration. Any person failing to so register or who is rejected for such registration by the Board of Supervisors of the Township, for good and sufficient reason, shall be subject to all the provisions of this

Part and to all fines and penalties as herein provided. [*Ord. 199*]

(*Ord. 47, 2/13/1978, §3; as amended by Ord. 199, 2/9/2009*)

§13-604. License Issued.

No license shall be issued under this Part until a period of 24 hours has elapsed from the time the application has been filed with the Secretary, in order to give the Secretary, Township Police, and Board of Supervisors sufficient time to make proper investigation before issuing the license.

(*Ord. 47, 2/13/1978, §4*)

§13-605. Board of Supervisors

The Board of Supervisors of Cambria Township, during the 24 hours following the application, shall investigate the applicant to determine whether it is against the interest of the Township to issue a license. A decision shall be reached within 72 hours of the time of application.

(*Ord. 47, 2/13/1978, §5*)

§13-606. License Fee.

No license shall be issued under this Part until the fee in an amount as established from time to time by resolution of the Board Supervisors shall be paid to the Township Secretary, and it shall be for the use of the Township. A separate application shall be filed and a separate permit fee shall be paid by each person who shall actually conduct the soliciting or peddling, and shall apply where an employer desires to secure licenses for his employees, agents, or servants.

(*Ord. 47, 2/13/1978, §6; as amended by Ord. 199, 2/9/2009*)

§13-607. License Term; New License.

The license granted pursuant to this Part shall be valid for 30 days after the date of such license and, upon the expiration of any license, if the person holding the same shall desire to continue or renew soliciting, canvassing, or peddling, he shall be required to file a new application for a permit and pay a new license fee. Such licenses may be issued, in advance, for consecutive 30-day periods, not exceeding 12 in number, upon payment, in advance, of a fee in an amount as established from time to time by resolution of the Board of Supervisors for each 30-day period provided in §13-605.

(*Ord. 47, 2/13/1978, §7; as amended by Ord. 199, 2/9/2009*)

§13-608. License Exhibition.

Such license, when issued, shall state, inter alia, the products to be sold or services to be rendered by the licensee. Every solicitor, peddler, or canvasser shall at all times, when engaged in soliciting, peddling or canvassing, in the Township, carry such license upon his person and shall exhibit it upon request to all police officers, Township officials and citizens. No solicitor, peddler, or canvasser shall engage in selling any produce or service not mentioned on such license.

(*Ord. 47, 2/13/1978, §8*)

§13-609. Hours.

No person licensed as a solicitor, peddler, or canvasser under this Part, shall engage in soliciting, peddling or canvassing on any day of the week before 9 a.m. or after 8 p.m. During the time of the year when Eastern Standard Time is effective, the aforesaid hours shall be Eastern Standard Time, and during the time of the year when Daylight Saving Time is effective, the aforesaid hours shall be Daylight Saving Time. (Ord. 47, 2/13/1978, §9)

§13-610. Parking Vehicle on Street; Littering.

No person licensed as a solicitor, peddler or canvasser under this Part, shall place or deposit any refuse upon any of the streets, highways, or alleys of the Township. No such person shall maintain or keep a street or curbstone market by parking any vehicle upon any street or alley in the Township for any longer than necessary in order to sell therefrom to persons residing in the immediate vicinity.

(Ord. 47, 2/13/1978, §10)

§13-611. Fixed Location Prohibited.

No person licensed as a solicitor, peddler or canvasser under this Part shall occupy any fixed location upon any of the sidewalks of the streets, highways, alleys or sidewalks of the Township for the purpose of soliciting or peddling or canvassing with or without any stand or counter.

(Ord. 47, 2/13/1978, §11)

§13-612. Crying Wares, Using Noisemakers, Prohibited.

No person licensed as a solicitor, peddler, or canvasser under this Part shall hawk or cry his wares or services upon any of the streets or sidewalks of the Township, nor shall he use any loud speaker, bell, whistle or other device for announcing his presence by which the public is annoyed.

(Ord. 47, 2/13/1978, §12)

§13-613. Record of Licenses.

The Secretary shall keep a record of all licenses issued under this Part and the Chief of Police shall apply daily for a list of licenses issued hereunder since the previous day. The Chief of Police shall supervise the activities of all holders of such licenses, and make a report thereof each month to the Board of Supervisors.

(Ord. 47, 2/13/1978, §13)

§13-614. License Suspension; Appeals Therefrom.

Any license issued under this Part may be suspended at any time by the Secretary of the Township for violation of any of the provisions of this Part, or for giving false information on any application for a license hereunder, or for the applicant or licensee having been convicted of a crime involving moral turpitude after issuance of such license or for the licensee having been convicted of disorderly conduct under any law of the Commonwealth of Pennsylvania or any ordinance of the Township. Appeals from any suspension may be made to the Board of Supervisors at any time within 10 days

after such suspension. No part of a license fee shall be refunded to any person whose license shall have been suspended.

(*Ord. 47, 2/13/1978, §14*)

§13-615. Penalty.

Any person, firm, or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a magisterial district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 47, 2/13/1978, §16; as amended by Ord. 199, 2/9/2009*)

