

**MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2370

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE,
COMMONWEALTH OF PENNSYLVANIA, TO MANAGE ITS RIGHTS OF
WAY; ESTABLISHING A RENTAL FEE; REQUIRING INSURANCE AND
INDEMNIFICATION; AND CREATING MECHANISMS FOR ENFORCEMENT.**

WHEREAS, pursuant to its powers under laws of the Commonwealth of Pennsylvania, the general supervision of the affairs of the Municipality of Monroeville, Commonwealth of Pennsylvania, is in the hands of its Council; and,

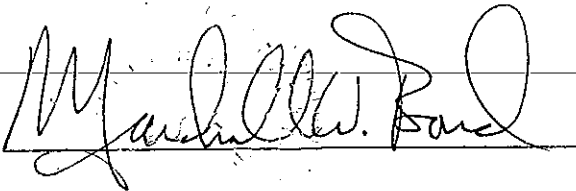
WHEREAS, the Municipality has the power to physically and fiscally manage the Municipality's rights of way; and,

WHEREAS, said Council deems it necessary and advantageous to adopt the within Ordinance.

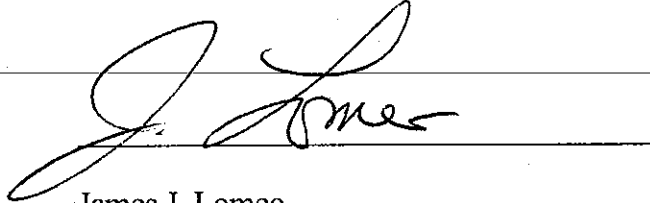
NOW THEREFORE BE IT ORDAINED, on this 9th day of May, 2006, the Council of the Municipality of Monroeville, Commonwealth of Pennsylvania, hereby enacts this Rights of Way Ordinance as provided herein.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



James J. Lomeo
Mayor

**SECTION 1
SHORT TITLE**

This Ordinance shall be known as the "Municipality of Monroeville Rights Of Way Ordinance.

**SECTION 2
DEFINITION OF TERMS**

2.1 TERMS. For the purpose of this Ordinance, the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number:

- A. "Affiliate"** means a Person (i) with a direct or indirect ownership interest in the subject entity of five (5%) percent or more or which controls such interest, including forms of ownership such as general, limited, or other partnership interests, direct ownership interests, limited liability companies and other forms of business organizations and entities but, not including corporations, (ii) with a stock interest in the subject entity where the subject entity is a corporation and such stockholder or its nominee is an officer or director of the Grantee or who directly or indirectly owns or controls five (5%) percent or more of the outstanding stock, whether voting or non-voting; or (iii) which controls Grantee and/or, is controlled by, or is under common control with such Person or entity.
- B. "Municipality"** means the Municipality of Monroeville, Commonwealth of Pennsylvania, or the lawful successor, transferee, or assignee thereof.
- C. "Cable Service"** shall have the same meaning as used in the Communications Act.
- D. "Communications Act"** means the Communications Act of 1934, as amended as of the time of enactment of this Ordinance.
- E. "Equipment"** means any tangible asset used to install, repair, or maintain a Facility in the Public Way.
- F. "Exempt"** means a service which is provided to residences or businesses within the Service Area, but which is exempt from the provisions of this Ordinance under Section 4.2 of this Ordinance.
- G. "Facility"** means any tangible asset in the Public Way used or required to provide a Non Exempt service to residences or businesses within the Service Area.

H. "Grantee" means a person who enjoys a non-exclusive privilege to occupy or use a Public Way to provide Non Exempt service under this Ordinance and who is in continuous compliance with this Ordinance.

I. "Gross Revenue" means all gross revenue of Grantee or any Affiliate of Grantee derived from the use or occupancy of Public Ways for the provision of Non Exempt services to Persons having a residence or place of business in the Service Area. "Gross Revenue" shall include amounts earned, regardless of: (i) whether the amounts are paid in cash, in trade, or by means of some other benefit to Grantee or its Affiliates; (ii) whether the services with which the revenue is associated are provided at cost or the revenue amount can be matched against an equivalent expenditure; and/or (iii) how the amounts are initially recorded by Grantee or its Affiliates. "Gross Revenue" shall not be a net of: (a) expense, including but not limited to any operating expense; capital expense; sales expense; or commission; (b) any accrual, including, without limitation, any accrual for commissions; or (c) any other expenditure, regardless of whether such expense, deduction, accrual, or expenditure reflects a cash payment. "Gross Revenue" shall not be double counted, viz., "Gross Revenue" which has been included as Gross Revenue of both Grantee and an Affiliate but which sum is included in Gross Revenue due solely to a transfer of funds between Grantee and the Affiliate shall not be counted for purposes of determining Gross Revenue.

J. "Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service. Cable modem service and wireline broadband Internet access service are examples of an Information Service.

K. "Infrastructure" means all wires, cables, ducts, conduits, vaults, poles and other necessary Facilities owned and/or used by the Grantee for the purpose of providing Telecommunications Service and/or for providing Information Service located in, under and above a Public Way.

L. "Non Exempt" means a service which is provided to residences or businesses within the Service Area, but which is not exempt from the provisions of this Ordinance under Section 4.2 of this Ordinance.

M. "Person" means (i) any natural person, sole proprietorship, partnership, association, limited liability company, corporation or other form of organization or juridical person authorized to do business in the Commonwealth of Pennsylvania and (ii) provides or seeks to provide one or more Non Exempt services to residences or businesses in the Service Area. A governmental entity or a municipal authority is not a "Person."

N. "Public Way" means the surface of, and the space above and below, any public street, unopened right of way, highway, turnpike, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way held by the Municipality in the Service Area. Public Way shall also mean any easement now or hereafter held by the

Municipality within the Service Area for the purpose of public travel and/or for utility and/or public service use dedicated for compatible uses.

O. "Service Area" means the present municipal boundaries of the Municipality, and shall include any additions thereto by annexation or other legal means.

P. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Q. "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

SECTION 3 REGISTRATION

Each Person who occupies or uses or seeks to occupy or use a Public Way other than on a transitory basis to provide a Non Exempt service to residences or businesses within the Service Area, or places any Equipment or Facility in a Public Way other than on a transitory basis, including Persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the Municipality. Registration is accomplished by filing with the Municipality a completed Provider Certification in the form shown at Appendix "A" to this Ordinance.

SECTION 4 GRANT OF ORDINANCE; EXEMPTIONS

4.1 GRANT. Continuous compliance with this Rights of Way Ordinance grants to Grantee a non-exclusive privilege to occupy or use the Public Ways for the purpose of providing Non Exempt service to residences or businesses within the Service Area. Occupation or use of the Public Ways for the purpose of providing Non Exempt service to residences or businesses within the Service Area not in compliance with this Rights of Way Ordinance shall be unlawful.

4.2 EXEMPTIONS. This Rights of Way Ordinance shall not apply to occupation or use of the Public Ways to provide:

- (1) The transportation of passengers or property or both as a common carrier by means of elevated street railway, inclined plane railway, railroad, street railway or underground street railway, trackless-trolley omnibus or by any combination of such means.
- (2) The transportation of artificial or natural gas, electricity, petroleum or petroleum products or water or any combination of such substances for the public

- (3) The production, generation, manufacture, transmission, storage, distribution or furnishing of natural or artificial gas, electricity, steam, air conditioning or refrigerating service or any combination thereof to or for the public.
- (4) The diverting, developing, pumping, impounding, distributing or furnishing of water from either surface or subsurface sources to or for the public.
- (5) The collection, treatment or disposal of sewage for the public.
- (6) The conveyance or transmission of messages or communications by telephone or telegraph for the public.
- (7) The diverting, pumping or impounding of water for the development or furnishing of hydroelectric power to or for the public.
- (8) The transportation of oxygen or nitrogen, or both, by pipeline or conduit for the public.
- (9) Any ancillary service reasonably necessary or appropriate for the accomplishment of services specified in (1) – (8), including the placement, maintenance and removal of aerial, surface and subsurface public utility facilities thereon or therein. Information Service is not an ancillary service.

4.3 CABLE SERVICE. This Rights of Way Ordinance shall not apply to occupation or use of the Public Ways to provide Cable Service. This Ordinance does not authorize a Person to provide Cable Service.

SECTION 5 STANDARDS OF SERVICE

5.1 SAFETY REQUIREMENTS. All work performed by Grantee, those working under him, and his agents in the Public Ways shall be performed in accordance with applicable safety codes and technical requirements.

5.2 MAPS. Prior to beginning any construction of Facilities, Grantee shall provide the Municipality with a construction schedule for work in the Public Ways which schedule shall be updated as changed. Upon completion of initial construction and upon completion of construction of any modification to its Facilities, Grantee shall provide the Municipality with a map showing the location of its installed Facilities in the Public Ways. Such maps shall be provided in both paper form, as well as in an electronic format in PDF, arc-info, CAD or such other format or formats as are required for as-built drawings by the Municipality for placement on the Municipality's GIS system. Annually thereafter, Grantee shall provide a map to the Municipality showing the location of Grantee's Facilities in the Public Ways on a scale of one

hundred fifty feet (150') per inch or whatever standard scale the Municipality adopts for general use.

5.3 RESERVATION OF MUNICIPALITY PUBLIC WAYS. Nothing in this Ordinance shall be construed to prevent the Municipality or other agency of government or municipal authority from constructing sewers, grading, paving, repairing and/or altering any street and/or laying down, repairing and/or removing water mains and/or constructing and/or establishing any other public work or improvement. If any of the Grantee's Facilities or Equipment interferes with the construction or repair of any street or public improvement, including construction, repair or removal of a sewer or water main, the Grantee's Facilities or Equipment shall be removed or replaced in the manner the respective Municipality or other agency of government or municipal authority shall direct. Any and all such removal or replacement shall be at the expense of the Grantee. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the Municipality or other agency of government or municipal authority, the Municipality or other agency of government or municipal authority may cause and/or effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by the Municipality or other agency of government or municipal authority due to Grantee's delay.

SECTION 6 RENTAL

A. In consideration of occupying or using the Public Ways under this Ordinance, Grantee shall elect to pay to Municipality an annual rental equal to either: (i) five (5%) percent of "Gross Revenue", or (ii) one (\$1.00) dollar for each linear foot of its Infrastructure located in the Public Ways. Such election shall be made by Grantee in writing at the time of registration as required by Section 3 of this Ordinance. In the absence of Grantee making such election, rental shall be computed on the basis of one dollar for each linear foot of its Infrastructure located in the Public Ways. Thereafter, Grantee may change its election from year to year by sending written notice to Municipality of such election no later than October 1st of each such year for an election to be effective beginning January 1st of the next year.

B. The rent shall be calculated on a calendar quarterly basis and shall be payable to the Municipality no later than forty-five (45) days after the expiration of the calendar quarter for which payment is due. Grantee shall file a complete and accurate verified statement, at the end of each calendar year quarter certified as true and correct by a representative of Grantee, authorized to make such certification, explaining how the payment was calculated. Said statement shall accompany each payment. Upon request by the Municipality, Grantee shall provide such additional information as may be reasonably required.

C. In the event Grantee shall have elected to compute rental on the basis of five percent of "Gross Revenue", Grantee shall keep accurate books of account, in an electronic format, which shall clearly support the calculation of rents and describe in sufficient detail the amounts attributable to each specific component of Gross Revenue. Such books of account shall be made available to

the Municipality and its authorized representatives for examination at a location in Allegheny County at any time during regular business hours on ten (10) days' prior written notice for the purpose of verifying or identifying rents owed to the Municipality. Such requests by the Municipality shall not be made more than once in any calendar year. Where in the opinion of the Municipality they are reasonably necessary to verify or supplement Grantee's records, the Grantee shall exercise its best efforts to obtain financial records of Affiliates for the Municipality. Municipality shall have the right to examine and to recompute any amounts determined to be payable under this or any other section provided, however, that such examination shall take place within forty eight(48) months following the close of each of Grantee's fiscal years. Any additional amount due to Municipality as a result of the examination shall be paid within sixty (60) days following written notice to Grantee by the Municipality, which notice shall include a copy of the examination report. In the event that said examination determines that funds are owed to the Municipality in an amount in excess of two thousand five hundred dollars (\$2,500), the cost of said examination, at the election of the Municipality, shall be borne by the Grantee.

D. In the event that any rent or other payment is not made or the requisite documentation and certification is not provided on or before the applicable dates heretofore specified, Municipality shall so notify Grantee in writing; and, if all sums due from Grantee are not received by Municipality within five (5) days of the date of such written notification, interest shall be compounded daily and set at the one-year United States Treasury Bill rate existent on the date payment was due, plus three (3) percentage points. Any amount recomputed to reflect correct payment due shall bear interest as described from the date such payment was originally due.

SECTION 7

INSURANCE, INDEMNIFICATION AND BONDS OR OTHER SURETY

7.1 INSURANCE, INDEMNIFICATION AND BONDS OR OTHER SURETY.

A. Grantee shall save the Municipality, its agents, employees and elected and appointed officials, harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees, sustained on account of any suit, judgment, execution, claim or demand whatsoever, including for the negligence of the Municipality, its employees, officials, agents and elected officials arising out of the construction, leasing, operation or maintenance of the Grantee's Equipment, Facilities, and services specified by this Ordinance, whether or not any act or omission complained of is authorized, allowed and/or prohibited by the Ordinance and the rights granted thereunder.

B. (1) Grantee shall obtain and maintain in full force and effect throughout the term of this Ordinance insurance with an insurance company licensed to do business and doing business in the Commonwealth of Pennsylvania and acceptable to the Municipality. All companies will be required to be rated A-VII or better by A.M. Best or A better by Standard and Poors. Grantee shall provide Municipality with proof of such insurance so required.

(2) Grantee shall obtain and maintain in full force and effect, at Grantee's sole expense, insurance coverage in the following types and minimum amounts:

<u>Type</u>	<u>Amount</u>
a. Workers' Compensation and Statutory Employers Liability	\$100,000/\$500,000/\$100,000
b. Commercial General (public) Liability - to include coverage for the following where the exposure exists:	
Premises operations	Combined single limit for bodily injury and property damages \$2,000,000 per occurrence or its equivalent
Independent contractors	
Products/completed operations	
Personal Injury	
Contractual liability	
Explosion, collapse and underground property damage	
c. Comprehensive Vehicle insurance coverage for loading and unloading hazards, for:	
Owned/leased vehicles	Combined single limit of bodily injury and property damage \$1,000,000 per occurrence or its equivalent
Non-owned vehicles and	
Hired vehicles	

(3) The Municipality shall receive without expense copies of certificates of insurance evidencing coverage stated above.

(4) Grantee agrees that with respect to the above-required insurance, all insurance certificates will contain the following required provisions.

a. Name the Municipality as an additional insured party as to all applicable coverage (except worker's compensation);

b. Provide for sixty (60) days written notice to the Municipality for cancellation, non-renewal, or material change;

c. Provide that all provisions of this Ordinance concerning liability, duty, and standard of care, including the Indemnity provisions, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies, subject to policy terms and conditions.

d. The insurance certificate issued on behalf of the Municipality shall include the following statement:

"It is a condition of the above described policies that they will be deemed to be automatically extended without amendment, for an additional period of one (1) year from the present or any future expiration date thereof, unless at least sixty (60) days prior to the then current expiration date we notify the Municipality in writing at Manager's Office, Municipality of Monroeville, 2700 Monroeville Boulevard, Monroeville, PA 15146 or such other address as the Municipality may specify, via registered mail or other form of delivery for which a receipt is acknowledged, of our intention to cancel any of the above described policies."

(5) Companies issuing the insurance policies shall have no recourse against the Municipality for payment of any premiums or assessments which all are set at the sole risk of the Grantee. Insurance policies obtained by Grantee shall provide that the issuing company waives all right of recovery by way of subrogation against the Municipality in connection with any damage covered by these policies.

C (1) Grantee shall arrange for, and shall maintain a construction, performance, and payment bond for the protection of Municipality with a corporate surety and trust company reasonably acceptable to Municipality. Grantee shall deliver to Municipality within thirty (30) days of registration as required by Section 3 of this Ordinance such construction, performance, and payment bond or other suitable security in form reasonably acceptable to Municipality in an aggregate amount no less than One Hundred Thousand (\$100,000.00) Dollars conditioned for the performance of the obligations of the Grantee as set forth in this Ordinance. The aforesaid bond or other security shall not be released until the proper performance of all of the obligations of the Grantee contained herein, and only after approval and verification by Municipality to that effect and compliance with all laws, rules, and regulations of Municipality or any commission, agency, or board having lawful jurisdiction thereof. The faithful performance by and the liability of the Grantee shall not be limited by the acceptance of the bond required by this Section.

(2) No action, proceeding or exercise of a right with respect to such bond shall affect the Municipality's rights to demand full and faithful performance under this Ordinance or limit Grantee's liability for damages.

(3) The bond shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be cancelled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the Municipality of Monroeville, by registered mail, of written notice of such intent."

D. All expenses of the above-noted insurance and bond shall be paid by the Grantee.

E. Neither the provisions of this Ordinance nor any insurance accepted by the Municipality pursuant hereto, nor any damages recovered by the Municipality thereunder, shall be construed to excuse faithful performance by the Grantee and/or limit the liability of the Grantee under the Ordinance issued hereunder and/or for damages, either to the full amount of the bond or otherwise.

**SECTION 8
ENFORCEMENT AND TERMINATION OF ORDINANCE**

8.1 GENERAL. In addition to all other rights, remedies and powers reserved and/or retained by the Municipality under this Rights of Way Ordinance or otherwise, the Municipality reserves the right to bring a civil action to collect any sums due to Municipality by Grantee and/or forfeit or revoke all privileges of Grantee under this Ordinance in the event of violation of this Ordinance.

8.2 PENALTIES. Any Person which commits or suffers the violation of this Ordinance, shall, upon being found liable in a civil enforcement proceeding commenced by the Municipality, pay a fine of Five Hundred Dollars (\$500.00) plus all court costs, including reasonable attorneys' fees incurred by the Municipality. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each section of this Ordinance which is found to have been violated. In addition, the Municipality also may enforce this Ordinance by an action brought in equity.

**SECTION 9
MISCELLANEOUS PROVISIONS**

9.1 COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. The Grantee shall at all times be subject to the exercise of the police power of the Municipality. The Grantee shall comply with all lawful ordinances, codes, laws, rules and regulations of the Municipality, Commonwealth of Pennsylvania, and the United States of America which are now in effect or hereafter enacted.

9.2 CONFLICT. Whenever the requirements of this Ordinance are in conflict with other requirements of the ordinances of the Municipality, the most restrictive, or those imposing the highest standards shall govern. Privileges granted by this Ordinance do not constitute a waiver or impairment of the rights of the Municipality at law or equity now or henceforth existing to proceed versus Grantee for enforcement of the Ordinance or violation of this Ordinance or ordinances of the Municipality.

9.3 EFFECTIVE DATE. This Ordinance shall become effective in accordance with the law actions as are necessary to effectuate this Ordinance.

9.4 SEVERABILITY. The provisions of this Ordinance are severable. If any section, clause, sentence, part or provision thereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining sections, clauses, sentences, parts of provisions of this Ordinance. It is hereby declared to be the intent of the Council of the Municipality of Monroeville that this Ordinance would have not been

adopted if such illegal, invalid or unconstitutional section, clause, sentence or part of a provision had been included herein.

PASSED by Council this _____ day of _____ 2006.

President of Council

ATTEST:

Secretary

APPROVED this _____ day of _____ 2006

Mayor

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**MUNICIPALITY OF MONROEVILLE
RIGHTS OF WAY ORDINANCE**

APPENDIX "A"

PROVIDER CERTIFICATION

This Certification is to be completed by each provider seeking to register with the Municipality of Monroeville in compliance with the Municipality of Monroeville Rights of Way Ordinance. Unless indicated otherwise, capitalized words have the meaning ascribed to them in the Ordinance. Attach additional sheets if necessary.

- 1. IDENTITY OF THE PROVIDER:** The name, address, telephone number, and fax number of the provider (the "Provider").

Please identify any predecessors of the Provider and provide other names under which the Provider has operated within the preceding five years, including name, address, and telephone number.

- 2. CONTACT(S):** The name, title, address, telephone number, and fax number of Provider's contact.

- 3. FICTITIOUS NAME:**

- The Provider will not be using a fictitious name.
- The Provider will be using a fictitious name. Attach to this Certification a copy of the Provider's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

4. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Provider is a sole proprietor.
- The Provider is a:
- General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)
 - Domestic corporation (15 Pa. C.S. §1306)
 - *Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)
 - Other explain: _____
-

*Provide name and address of corporate registered office provider or registered office within PA.

Attach to this Certification the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to this Certification proof of compliance with appropriate Department of State filing requirements as indicated above.

5. **AFFILIATES:**

The Provider has no Affiliates.

The Provider has Affiliates but Provider does not conduct business with any such Affiliate(s), except as follows: (Identify each such Affiliate and provide descriptive summary of the business conducted or the business arrangement. Attach an addition sheet(s) if necessary.)

6. **PROVIDER'S PRESENT OPERATIONS:**

The Provider is not presently doing business in Pennsylvania as a public utility.

The Provider is presently doing business in Pennsylvania as a public utility.

7. **START DATE:** The Provider already is providing services by virtue of Facilities and Equipment in the Public Ways. If so, please identify services: (Attach an additional sheet(s) if necessary.)

The Provider proposes to begin offering services as follows:
(List start date for each service.)

Provider certifies that no other services are presently and/or proposed to be offered by virtue of its Equipment or Facilities in the Public Ways.

8. **CERTIFICATES OF PUBLIC CONVENIENCE:** List all of the services encompassed by your answers in Question 7 for which a certificate of public convenience has been issued by the Pennsylvania Public Utility Commission. For each such

service listed, specify the application number and date of issuance of each certificate. (Attach an additional sheet(s) if necessary. Also attach a copy of each such certificate.)

List all of the services encompassed by your answers in Question 7 for which no certificate of public convenience has been issued by the Pennsylvania Public Utility Commission. (Attach an additional sheet(s) if necessary.)

- 9. **UPDATES:** Any change(s) to the information furnished by Provider in this Certification must be updated by Provider within thirty (30) days of the effective date of any such change by filing with the Municipality of Monroeville an amendment in writing to this Certification fully describing the change. Such amendment must be accompanied by a completed Verification Statement in the form set forth following this Certification.
- 10. **VERIFICATION:** The Provider must complete the Verification Statement in the form set forth following this Certification.

The foregoing is submitted to Municipality of Monroeville in compliance with the Municipality of Monroeville Rights of Way Ordinance.

Date

Typed or Printed Name of Provider

By:

Signature of Authorized Official

Typed or Printed Name of Authorized Official

VERIFICATION STATEMENT

[Commonwealth/State] of _____ :
County of _____ : ss.

_____, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/She] is the _____ (Office of Affiant) of _____ (Name of Provider)

That [he/she] is authorized to and does make this affidavit for said Provider;

That the foregoing Certification is current and complete.

That the facts above set forth are true and correct.

The affiant understands that the making of false statement(s) herein may be grounds for criminal prosecution. This Certification, and any related application(s) or ancillary document(s) are subject to the provisions of 18 Pa.C.S.A. §§ 4903 and 4904, relating to perjury and falsification in official matters.

Signature of Affiant

Sworn and subscribed before me this _____ day of _____
Month Year

Signature of official administering oath

My Commission expires _____

**MUNICIPALITY OF MONROEVILLE
RIGHTS OF WAY ORDINANCE**

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Please identify any predecessors of the Provider and provide other names under which the Provider has operated within the preceding five years, including name, address, and telephone number.

2. **CONTACT(S):** The name, title, address, telephone number, and fax number of Provider's contact.

3. **FICTITIOUS NAME:**

The Provider will not be using a fictitious name.

The Provider will be using a fictitious name. Attach to this Certification a copy of the Provider's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

4. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Provider is a sole proprietor.
- The Provider is a:
 - General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)
 - Domestic corporation (15 Pa. C.S. §1306)
 - *Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)
 - Other explain: _____

*Provide name and address of corporate registered office provider or registered office within PA.

Attach to this Certification the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to this Certification proof of compliance with appropriate Department of State filing requirements as indicated above.

5. **AFFILIATES:**

- The Provider has no Affiliates.
- The Provider has Affiliates but Provider does not conduct business with any such Affiliate(s), except as follows: (Identify each such Affiliate and provide descriptive summary of the business conducted or the business arrangement. Attach an addition sheet(s) if necessary.)

6. **PROVIDER'S PRESENT OPERATIONS:**

- The Provider is not presently doing business in Pennsylvania as a public utility.
- The Provider is presently doing business in Pennsylvania as a public utility.

7. **START DATE:** The Provider already is providing services by virtue of Facilities and Equipment in the Public Ways. If so, please identify services: (Attach an additional sheet(s) if necessary.)

The Provider proposes to begin offering services as follows:
(List start date for each service.)

~~Provider certifies that no other services are presently and/or proposed to be offered by virtue of its Equipment or Facilities in the Public Ways.~~

8. **CERTIFICATES OF PUBLIC CONVENIENCE:** List all of the services encompassed by your answers in Question 7 for which a certificate of public convenience has been issued by the Pennsylvania Public Utility Commission. For each such

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List all of the services encompassed by your answers in Question 7 for which no certificate of public convenience has been issued by the Pennsylvania Public Utility Commission. (Attach an additional sheet(s) if necessary.)

- 9. **UPDATES:** Any change(s) to the information furnished by Provider in this Certification must be updated by Provider within thirty (30) days of the effective date of any such change by filing with the Municipality of Monroeville an amendment in writing to this Certification fully describing the change. Such amendment must be accompanied by a completed Verification Statement in the form set forth following this Certification.
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Typed or Printed Name of Provider

By:

Signature of Authorized Official

Typed or Printed Name of Authorized Official