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Public Record

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

Lampwrights LLC – Petition for	)	
Declaratory Order	)	Docket No. FD 36833 (Sub-No. 1)
	)	

**REPLY OF HORTON TOWNSHIP TO
PETITION FOR DECLARATORY ORDER AND
MOTION FOR PARTIAL EXPEDITED CONSIDERATION**

Horton Township hereby replies to both the Petition for Declaratory Order (“Petition”) and the separate Motion for Partial Expedited Consideration (“Motion”) that Lampwrights LLC (“Lampwrights”) filed on May 8, 2026 (“Petition”). As explained below, both Lampwrights requests are without merit and unwarranted and represent attempts to bypass Board procedures. The Board should decline to initiate a declaratory order proceeding to consider the Petition. If a declaratory order proceeding is nonetheless initiated to allow public comments,¹ the Board should deny the Motion to expedite.

¹ This reply is limited to Lampwrights’ request that the Board initiate proceedings and allow public comments, and if it initiates such a proceeding, Lampwrights’ separate petition to expedite. While some of this reply may also bear on the merits of a possible future proceeding(s), Horton Township reserves all rights to participate in any such future proceedings and submit substantive comments. This reply should not be deemed to constitute Horton Township’s full substantive comments on the Petition or preclude its future participation in any proceeding that the Board may initiate.

INTRODUCTION

Horton Township, located in Elk County, Pennsylvania, is a small municipality comprised of approximately 1,300 residents that Lampwrights seeks to bisect with its proposed new rail line and operations. Lampwrights is a subsidiary of Noble Environmental, Inc., a large regional waste management company based in Pittsburgh, which also owns Greentree Landfill (“Landfill”), located in Fox Township, Elk, County, Pennsylvania. Noble Environmental was recently acquired by Apollo Global Management, Inc., one of the largest global private equity and alternative asset firms in the world, headquartered in New York City.

Through its exemption petition filed February 25, 2026, Lampwrights seeks to construct and operate approximately 5.2 miles² of new rail lines through Jefferson and Elk Counties, Pennsylvania. The proposed new line would traverse through private land, church properties, and sensitive, protected wetlands and wild trout streams that are already utilized for vital public purposes. While out-of-state municipal solid waste and construction debris already comprise 45% to 50% of the Landfill’s daily intake (roughly 1,200 to 1,750 tons per day, along with local and intra-state receipts, through its proposed project, Lampwrights seeks to approximately double such shipments (via rail service), primarily from New York/New Jersey (“New York Trash Trains”). Lampwrights’ original construction petition proposed one additional unit trash train per week.

² Lampwrights’ exemption petition initially proposed 20,427 feet of rail lines, but now claims through its supplement that the lines will extend 27,574 feet. Petition at 3 & n.4.

Lampwrights now confesses that it actually seeks to operate six times that amount, and it appears that it would have the capacity to ship much more of its proposed New York Trash Trains, if approved and constructed.

Even before the disclosure of the dramatic expansion plans, Lampwrights' rail proposal sparked intense local and community opposition due to its property and community impact, public safety, and environmental ramifications, along with Lampwrights lack of prior consultation with the local communities.

For the reasons set forth below, the Board should deny Lampwrights' request to institute a declaratory order proceeding, and, if initiated, its motion to expedite the proceeding. The proposed construction involves a former corridor built in 1882 to serve the Toby Mines. After the mines' coal reserves were exhausted, the easternmost portion of the line connecting the mines to the branch line was abandoned in 1926. The tracks, bridges, and crossings of this segment and most of the rest of the former branch line were ripped out long ago by Erie Lackawanna Railway Company ("Erie Lackawanna") prior to its declared bankruptcy in 1972. Most of the land has long been restored back to natural habitat and reclaimed by nature, and other portions include an active church congregation, along with a number of residential and commercial buildings. Underground sewer lines traverse more than two longitudinal miles of the corridor, more than a mile of overhead electric lines transect the corridor, and numerous gas and water lines cross it.

The rail lines in the corridor have long been considered abandoned, as even Lampwrights previously acknowledged, under Section 304 of the Regional Rail

Reorganization Act of 1973, Pub. L. 93-236, 87 Stat. 985 (“3R Act”), and the land was conveyed to private landowners by bankrupt Erie Lackawanna in the late 1970s.

Lampwrights has provided no valid basis for the Board to initiate a proceeding, let alone grant its request to reopen long settled matters, and allow the potential “voiding” of deeds, easements, state court decisions, and long established property rights and use for public purposes. Initiation of a proceeding is unwarranted and could lead to an endless stream of similar declaratory order requests, fueling disputes and uncertainty over property ownership in dozens of former railroad right of ways of Erie Lackawanna and other similarly situated bankrupt carriers whose lines were not transferred to Conrail as part of the Final System Plan (“FSP”) and instead were authorized to be abandoned under the 3R Act. The Board should also decline Lampwrights’ contemptuous request for expedition, clearly aimed at coercing local interests to accede to its unwarranted demands.

ARGUMENT

The Board has discretionary authority under 5 U.S.C. § 554(e) and 49 U.S.C. § 1321 to issue a declaratory order to eliminate controversy or remove uncertainty. See *Intercity Transp. Co. v. United States*, 737 F.2d 103 (D.C. Cir. 1984); *Delegation of Auth.—Declaratory Order Proceedings*, 5 I.C.C.2d 675 (1989). For the reasons explained below, the Board should use its discretion and decline to exercise its authority to institute a declaratory order proceeding here, and should deny Lampwrights’ motion for expedition.

A. Use of the Corridor for Private and Public Use is Long Established and Should Not Be Disturbed

Through its exemption petition, Lampwrights seeks to construct and operate a new rail line through a corridor that has long been considered abandoned. As even Lampwrights admitted when filing its exemption petition, the line was previously abandoned and currently exists only as “former railroad bed.” Lampwrights Petition for Exemption (filed Sept. 29, 2025) at 3. Fierce opposition has apparently caused Lampwrights to change its mind and now seek Board assistance to displace or evict all property owners on the corridor, including a religious congregation, while simultaneously evading any STB review of its New York Trash Train Plans, including environmental review under NEPA, at whatever costs and impacts to the surrounding communities.

The branch line was built (in 1882) to serve the Toby Mines, but service to the mines ended over a century ago when the mines ceased production after “coal deposits had become practically exhausted.” *Abandonment of Part of Branch Line by New York, Lake Erie & Western Coal & Railroad Co. et al.*, 111 I.C.C. 100 (1926) (“1926 Abandonment”). With the closure of the mines, the ICC authorized Erie Lackawanna’s predecessors to abandon 2.3 miles of the eastern terminus of the “Toby Branch,” the reason the 10.57 mile branch line was built and existed.

Except for a short segment of track used to serve the Owens-Illinois, Inc. (“Owens-Illinois”) glass plant approximately 2 miles east of Brockway, on the western connection point of the former Toby Branch, any need for service has long ceased to

exist. There is no documentation on the record of any notable line use since 1926, and the tracks, bridges, and crossings were long ago ripped out by Erie Lackawanna.

The property has reverted back to nature and to private use. Once abandoned, a rail right-of-way reverts to being normal real property. *E.g., Union Pac. R.R. Co. - Petition for Declaratory Order - Rehabilitation of Missouri-Kansas-Tex. R.R. Between Jude and Ogden Junction, TX*, 3 S.T.B. 646, 652 (1998); *Wisconsin Cent. Ltd. v. STB*, 112 F.3d 881, 888 (7th Cir. 1997). As the Supreme Court observed in *Hayfield*, the abandoned line becomes no different than any other real estate. *Hayfield N. R.R. v. Chi. & N.W. Transp. Co.*, 467 U.S. 622, 633-34 (1984). Also, once abandoned, as here, Board jurisdiction over the line ends. *Id.*; *Baros v. Tex. Mexican Ry.*, 400 F.3d 228, 234 (5th Cir. 2005). This lack of jurisdiction was confirmed in AB 48 (Sub-No. 6), *Thomas F. Patton & Ralph S. Tyler, Jr., Trustees of the Property of Erie Lackawanna Railway Company, Debtor, Abandonment Portion of the Toby Branch between Crenshaw and Hydes in Elk and Jefferson Counties, Pennsylvania, et. al.*, ICC served June 26, 1975) (reproduced at Exh. G of the Petition), as further discussed below.

Lampwrights has contended that the corridor is largely intact and remains suitable for rail line service, despite substantial evidence to the contrary. As referenced, all rail infrastructure was long ago ripped out and eliminated. The area has been developed. As Horton Township previously informed the Board, nearly half of its residents reside along the Route 219 corridor which runs parallel to proposed rail line.

The proposed rail line corridor is utilized for vital utility services essential to public health and safety. These include approximately one mile of multi-phase electricity

lines and infrastructure and numerous underground gas and water lines that cross the corridor. Over two miles of the corridor consists of longitudinal underground main sewer lines of the Brockway Area Sewage Authority (“BASA”). As Lampwrights acknowledges, BASA has an easement over the property. BASA is a municipality authority formed in 1999 and organized by joint action of Horton Township, the Borough of Brockway, and the Township of Snyder, and existing under the Municipality Authorities Act (53 Pa.C.S. Ch. 56). BASA is governed by seven board members, appointed by the Township of Horton, the Township of Snyder, and the Borough of Brockway.

Before BASA’s creation, the communities in and around each of the municipalities had only limited access to modern sanitary sewage system facilities. The State of Pennsylvania has encouraged and supported the establishment of such facilities, including BASA’s wastewater treatment facility, sewer lines, and pump stations. This has been an enormous undertaking, many years in the making. Major components of the project include the original planning, design, acquisition, and construction of sanitary sewage collection, transmission, treatment, and disposal system facilities in 2004. Project financing included substantial loans and grants, and a 30-year bond from the Pennsylvania Infrastructure Authority (“Pennvest”) in the amount of \$17,250,000 remains outstanding. That bond is now scheduled to be paid off at the earliest in 2037.³

³ See *Exhibit A*, Township of Horton Ordinance No. 44, passed July 19, 2004.

In 2017, BASA received another grant from Pennvest, in the amount of \$1,510,765.03, along with a loan in the amount of \$2,993,602.97 that also continues to be financed.

The former right-of-way bisects the First Apostles' Doctrine Church and other property owners who have constructed and rely on the continuing integrity of their properties. This corridor includes six residential structures and supporting buildings, and a commercial property with multiple structures.

With the removal of ties, track, and other infrastructure, most of the land involved has long been restored back to its natural habitat and reclaimed by nature. The proposed line cuts directly through sensitive habitats and portions of swamps and marshlands that are home to numerous fish, game, and other wildlife. The dense vegetation growth and natural habitat covering substantial portions of the property contributes to the ecology and native ecosystems of the region.

Here, when the Erie Lackawanna conveyed the properties to private property owners for non-rail use in the late 1970s (discussed further below), there was no rail service to continue. The lines had not been operated in decades, they were not subject to be transferred to Conrail as part of the FSP, and they were authorized to be abandoned (as further described in the next Section) and conveyed as private property. The need for certainty and finality increases the hurdle to be overcome by a party with inconclusive evidence seeking to have the Board reverse and overturn proper property conveyances. *E.g. Union Pac. R.R. – Aban. Exemption – in Rio Grande & Mineral Cntys., AB 33 (STB served Sept. 13, 2002).*

Another central flaw in Lampwrights' proposal is that it assumes its proposed routing is appropriate based on the fictitious reliance on the present existence of a railroad "right of way" over the property that, in fact, does not exist. Predetermination of this exercise of discretion violates NEPA and the Board's rules requiring accurate and complete descriptions of property and proposed routings. The inaccurate characterization of the property proposed to be used for the project appears intended to mislead the Board, the OEA, and consulting/affected parties as to the scope and nature of the possible impacts, so that the Board's review (including its environmental review) will be limited, thereby understating the Project's impacts on affected property. Lampwrights' effort to constrict the scope of the review on the additional grounds that it has "acquired" the properties is erroneous and disingenuous and has already created misunderstanding and harm to the Board's orderly review processes. Lampwrights' declaratory order gambit amounts to an effort to circumvent the Board's established procedure to seek review of an adverse Office of Environmental Analysis ("OEA") determination served on February 9, 2026 (EO-4081), holding its continuing review of the project in abeyance.

B. There is an Insufficient Factual Basis to Warrant Initiating a Declaratory Order Proceeding

While Lampwrights purports to have researched extensively whether Erie Lackawanna properly abandoned the corridor, its research still reflects significant holes and omissions. Under Section 304 of the 3R Act, any rail lines of the bankrupt carriers, including Erie Lackawanna, not included in the FSP for continuance of service and transfer (*e.g.*, to Conrail) were not considered essential to the rail transportation system,

and were authorized to be abandoned. No further ICC authority was necessary to abandon the line. This included the entirety of the former Toby Branch.

Lampwrights acknowledges that Erie Lackawanna sold its remaining property rights in the corridor to private landowners over 45 years ago, after having been granted abandonment authority under Section 304. Erie Lackawanna sold 2.7 miles of the western portion of the corridor (Milepost 0.00 to Milepost 2.7) to Pittsburg & Shawmut Railroad Company (now owned by Buffalo and Pittsburgh Railroad (“BPRR”)) in January 1977, to remain in active rail service. Again, this short segment of track is used solely to serve the Owens-Illinois glass plant, off of the western connection point.

As reflected in the Petition, under Section 304, Erie Lackawanna sold its remaining property interests in the corridor to private landholders, including:

- (1) the sale of the middle remaining portion of the corridor (Milepost 2.68 to Milepost 3.9) to George E. Brosky in October 1978 (deed reproduced at Exh. M of the Petition), and
- (2) the sale of the eastern portion of the corridor (Milepost 3.9 to milepost 10.57) to Spencer Land Company (“Spencer Land”) in October 1980 (deed reproduced at Exh. P of the Petition).

In 1990, a state court found that the original conveyances of property to the predecessor of Erie Lackawanna in 1888 and 1896, later conveyed to Brosky (Milepost 2.68 to Milepost 3.9), had only conveyed limited rights-of-way over land for railroad purposes only, and not conveyance of the land itself in fee simple. *Cherubini v. Brosky*, No. 89-163 (Ct. C.P. 59th Jud. Dist. May 7, 1990), *aff’d*, 590 A.2d 370 (Pa. Super. Ct. 1991) (decision reproduced at Exh. B of the Petition).

The court also found that at least part of the conveyance was merely an agreement of lease, with an option to buy. The court determined that the conveyance of the right-of-way over the land, was not conveyance of the land itself, and that the prior extinguishment of the railroad encumbrance on the property by Erie Lackawanna resulted in a reversion of the property to the plaintiffs.

No one disputed that the property was private property that no longer remained in use for railroad purposes, nor that it had not been properly abandoned, and the trustees of Erie Lackawanna did not intervene to make any claim that the right-of-way property it conveyed/leased as private property somehow remained in effect as a common carrier rail line. The Defendants denied that they acquired a right-of-way for railroad purposes, and they did not contend to be common carriers or seek common carrier status. Defendants instead contended that they received a fee simple title to ordinary property that was “not capable of abandonment” (*see* Exh. O of the Petition).

The entirety of the community has relied on and acted in good faith on the finality of the abandonment of the former Toby Branch, the sales of the properties by Erie Lackawanna as private property in the late 1970s, and the state court’s finding in 1990. As described above, essential easements and private property use of the former railroad right-of-way have taken place reflecting more than 45 years of reasonable, good faith reliance on the abandonment and conveyances of private property with no railroad encumbrances.

While Lampwrights admits that it has found some evidence of abandonment consummation notice, it quibbles that it is unable to find all Section 304 notices made by

Erie Lackawanna. Lampwrights also appears to contend that Erie Lackawanna's dismissal of its 1973 abandonment application in June 1975 is somehow proof of its intention not to abandon.

To the contrary, as reflected in the decision of dismissal (reproduced in part in Exh. G of the Petition), the reason for dismissal was prior ICC findings that the agency *lacked jurisdiction* over such lines sought to be abandoned. This occurred shortly after the Supreme Court ruling in *Regional Rail Reorganization Act Cases*, 419 U.S. 102 (1974), found that under the "Interim Abandonment" procedures of section 304(f) of the 3R Act, railroads may discontinue service and abandon properties not designated for transfer under the Final System Plan prior to the Plan becoming effective. The decision reversed a special three judge court ruling that no abandonments could be approved pending the effective date of the Plan. The Supreme Court's decision led to the cited Board orders noted in Lampwrights' Petition granting motions to dismiss numerous abandonment proceedings *for lack of jurisdiction*, including Erie Lackawanna's abandonment petition.

The Board recently addressed a very similar issue in *Walkersville Southern R.R., Inc. – Discontinuance of Service Exemption – Frederick County, MD*, AB 1339X (STB served July 21, 2025) ("*Walkersville*"). In *Walkersville*, the Maryland Transit Administration ("MTA") and Frederick County, Maryland ("Appellants") appealed a Director's Decision determining that several miles of a rail line (FSP Line No. 199) had been abandoned. Appellants similarly argued that abandonment authorizations under section 304 of the 3R Act required railroads to provide notices to various parties,

including local governments and state transportation agencies. They argued that Appellant MTA, which was to receive such notices, had found no evidence of such notices in its records, thereby establishing that abandonment authority had not been properly consummated. The Board wholly rejected Appellants' arguments:

Regarding abandonment authority, Appellants assert that abandonment authorizations under section 304 of the 3R Act required railroads to provide notice to various parties, including local governments and state transportation agencies. (*Id.*) They further contend that abandonment of the Line was not authorized because MTA has been unable to find any record that the State ever received such notice. (*Id.*) However, at the time the FSP was issued, Line No. 199, which included the Line, was the subject of a pending abandonment application under the "Interim Abandonment" procedures of section 304(f).¹³ Final System Plan, Vol. II, at 528. These interim abandonment procedures could be used by carriers seeking to abandon lines between January 2, 1974 (when the 3R Act was passed) and November 9, 1975 (when the FSP was approved by Congress), *and importantly, had no notice requirements.* See 3R Act, 87 Stat. 985, 1008; *Consol. Rail Corp. v. Illinois*, 423 F. Supp. 941, 951 (Reg'l Rail Reorg. Ct. 1976). In contrast, section 304(b) of the 3R Act could be used only after the FSP became effective. 3R Act § 304(a)(1), (b)(1), 87 Stat. 985, 1008 (stating that discontinuance of service on the subject rail lines can occur only after a railroad provides 60 days' notice of its intent to discontinue, which may not be filed sooner than 30 days after the effective date of the FSP, and that abandonment may not occur sooner than 120 days after the effective date of discontinuance). *Thus, because the record suggests that any abandonment would have been achieved through section 304(f), the fact that MTA was unable to locate the notice required by section 304(b) does not weigh in favor of the conclusion that Penn Central failed to obtain abandonment authority.*

¹³ Section 304(f) of the 3R Act states:

After the date of enactment of this Act, no railroad in reorganization may discontinue service or abandon any line of railroad other than in accordance with the provisions of this Act, unless it is authorized to do so by the Association and unless no affected State or local or regional transportation authority reasonably opposes such action, notwithstanding any provision of any other Federal law, the constitution or law of any State,

or decision or order of, or the pendency of any proceeding before any Federal or State court, agency, or authority.

Id. at 10-11 (emphasis added). The Board's treatment of FSP Line No. 199 in *Walkersville* is fully applicable to the former Erie Lackawanna Toby Branch lines, squarely applies here, and Lampwrights has provided nothing that could warrant a different result here.

C. There is No Need or Basis to Reopen and Potentially Enable the Voiding of Deeds and Long Established Property Rights

While claiming that Erie Lackawanna's late 1970s property conveyances were improperly conveyed, and presumably voidable, Lampwrights then contends that it has recently acquired from the Estate of Brosky the middle portion of the former Toby Branch (Milepost 2.68 to Milepost 3.9), property that has already been lawfully conveyed to adjacent property owners, including the First Apostles' Doctrine Church, and other property owners who have long occupied and rely on the continuing use of their properties.

Lampwrights also contends that it has recently acquired the eastern portion of the corridor (Milepost 3.9 to milepost 10.57) from Spencer Land, even though it similarly contends that the conveyance of the line from Erie Lackawanna to Spencer Land in 1980 was improper, as the land had not been properly abandoned at the time of the conveyance. However, for the reasons set forth above, the sale and transfer of the properties by Erie Lackawanna in the late 1970s for non-railroad purposes was not improper, and neither was BASA's 2004 eminent domain/condemnation action over the property, secured and obtained through just compensation (as reflected in Exh. C of the

Petition). Even assuming, *arguendo*, that Lampwrights were right, the remedy would likely be to address the original improper transfers, and require the land to be reconveyed to Erie Lackawanna, except for the valid easements, including BASA's judicially obtained encumbrance in furtherance of the installation and use of vital public sewage treatment facilities and service lines.

The public interest would not be served and there is nothing useful that might be accomplished by seeking to void the late 1970s deeds and reconveying the properties back to Erie Lackawanna, the alleged wrongdoer, and even if it did, the property would likely still be subject to the BASA's lawful easement over the property.

Lampwrights appears instead to have the Board reverse and "void" only the 1990 state court decision, and BASA's valid encumbrance over the properties in the corridor, so that BASA and all other persons with valid interests in the land can be summarily evicted, with Lampwrights declared the owner of all of the property, and with all lawful encumbrances eviscerated.

But George E. Brosky and his estate have already had their date in court regarding whether they held a valid property interest in the middle segment of the former branch line that was denied. Brosky received due process through state court review, and an appeal. Similarly, Spencer Land Company was the subject of a proper takings action, and BASA granted an easement for the purpose of temporary or permanent right-of-ways in furtherance of its public sewage facilities. Spencer Land received just compensation for the taking. Brosky, Spencer Land, and Lampwrights are not entitled to a second bite at the apple. "[R]es judicata and collateral estoppel relieve parties of the cost and

vexation of multiple lawsuits, conserve judicial resources, and, by preventing inconsistent decisions, encourage reliance on adjudication.” *Allen v. McCurry*, 449 U.S. 90, 94 (1980) (citing *Montana v. United States*, 440 U.S. 147, 53-54 (1979); *see also United States v. Mendoza*, 464 U.S. 154, 158 (1984)). These doctrines “not only reduce unnecessary litigation and foster reliance on adjudication, but also promote the comity between state and federal courts that has been recognized as a bulwark of the federal system.” *Allen v. McCurry*, 449 U.S. at 95-96 (citing *Younger v. Harris*, 401 U.S. 37, 43-45 (1971)).

Brosky Estate’s attempts to convey property to Lampwrights it knows it does not rightfully own and that was properly and justly conveyed to adjacent property owners, including the First Apostles’ Doctrine Church, under valid court order, are all precluded, and likely fraudulent. Likewise, Lampwrights’ attempts to overcome these decisions and prior conveyances and acquire Brosky’s former land from someone it knows has no valid property interest, is also precluded, and also likely fraudulent. If Brosky’s Estate wants to reverse the prior decision declaring it has no valid property interest in the land, its avenue is in state court, and in any event, even if it could somehow prevail through a “second bite,” any portions of the property that might be subject to valid encumbrances, including BASA’s lawful sewer easement, would still be encumbered.

Similarly, Spencer Land has conveyed a number of substantial easements, including for sewer lines (to BASA) and electrical lines, and in the case of BASA’s sewer lines, also received due process through the availability of predeprivation compensation and injunctive relief and post-deprivation hearing and appeal. These easements were

lawfully obtained and established for a valid public purpose. These appropriations/conveyances from decades ago enabled the public utility acquirers the right to obtain and continue possession, and serve the public. Spencer Land's apparent attempts to convey this same property, and Lampwrights' attempts to obtain this property, absent such encumbrances, are also precluded, and possibly fraudulent.

Lampwrights' requests that it be allowed to relitigate the above actions before the Board, declare that its recent attempted purchases of the corridor must be honored and granted ex post facto approval, and declare existing deeds and easements voided or preempted,⁴ are unwarranted and should be denied. The reconveyance that the City Parties seek would also violate the Fifth Amendment by taking property from entities over which the STB has no jurisdiction. *E.g., Rail Abandonments – Use of Rights-of-Way as Trails (49 CFR Parts 1105 & 1152)*, 2 I.C.C.2d 591, 596-97 (1986) (“A railroad right-

⁴ Lampwrights' preemption claims are premature at this time. While Lampwrights claims that its proposed rail line cannot coexist on the right of way with BASA's sewer lines, it has presented alternative plans to BASA that would move the sewer lines 20 feet to accommodate its rail construction plans. Categorical preemption does not apply to BASA's prior condemnation action and continuing operations because BASA does not seek to direct or regulate rail operations. At most, only “as-applied” preemption might be applicable. It has not been established that the sewer lines (which have been in place over two decades) might represent an unreasonable burden on future rail operations, if authorized. *E.g., Reading Blue Mountain & N. R. Co. v. UGI Utils., Inc.*, No. 11-CV-2182, 2012 WL 251960, at *2 (M.D. Pa. Jan. 25, 2012) (“the Court finds that gas pipelines would fall under the same general category of non-invasive utilities, such as wire crossings and sewer crossings”). Preemption questions should be addressed only in the context of a live, concrete, ongoing controversy and an adequate factual record, and not in the abstract as Lampwrights' requests. “*Speculative harm . . . is not an appropriate basis for declaratory relief.*” *USX Corp., U.S. Steel Grp. – Pet. for Decl. Order*, MC-C-30205 (ICC served Nov. 9, 1992) at 2. n.1 (emphasis added).

of-way has been found to constitute property under the Fifth Amendment and, therefore, is entitled to protection.”). It would also put in peril continuing access to and use of longstanding public sewer service (and electric service) and well over \$20 million in investments by the surrounding communities and the State of Pennsylvania to establish these essential public health and safety facilities.

D. Initiating A Proceeding Could Lead to Endless Litigation and Absurd Results Over Property Ownership in Dozens of former Railroad Right of Ways

In its Petition, portions of Exhibits G, I, J, K, and L, Q, and R reflect dozens or more instances of conveyances or potential conveyances of rail lines of the former Erie Lackawanna and other bankrupt railroads, subject to the FSP, under Section 304. Lampwrights’ attempts to end run state court decisions and settled property conveyances through its Petition lead to absurd results because, notwithstanding the Board’s recent decision denying comparable relief in *Walkersville* for FSP section 304 lines, Lampwrights’ position on preemption seemingly has no end. Prospective railroads such as Lampwrights or other interested parties could simply seek to overcome longstanding property interests, and contracts or easements affecting all sewer lines, utilities, telecommunications lines, pipelines or other crossings to their liking and force their favored terms or seek to evict private and public property owners located on or near the Section 304 lines. Under Lampwrights’ interpretation, the only recourse for affected conflicting users such as BASA apparently would be to go the Board or court post hoc and attempt to argue that the actions violate state law and are not preempted.

Lampwrights' Petition, if accepted by the Board, presents the real threat of overburdening the Board with an unending stream of similar Section 304 declaratory order requests. Lampwrights' Petition presents far-reaching and absurd results that the Board should seek to avoid.

E. There Is No Need for Expedition

Lampwrights also requests that if the Board decides to initiate a Declaratory Order proceeding, that "expedited action" be taken on its Petition, and specifically, first, on the issue of Erie Lackawanna's abandonment of the eastern portion of the proposed line, which it claims is "straightforward," and second, on whether BASA's "continued occupation of its easements on and over right-of-way is preempted," as well as whether BASA's prior statements on the record should be stricken.

Neither request for expedition is appropriate nor warranted. While Horton Township agrees that the STB should dispose of Lampwrights' petition summarily by either denying it outright or by deciding not to institute a declaratory order proceeding, should the Board decide to institute a declaratory order proceeding, which again, Horton Township believes is inappropriate, there is no need for expedition. The potential wide-ranging consequences identified above require careful and thorough consideration, with fair notice and a fair opportunity to participate for all affected parties.

Even Lampwrights appears to admit that the issue of abandonment for a FSP bankrupt carrier under section 304 of the 3R Act is not straightforward. Lampwrights' prior filings accepted that the lines had actually been abandoned. In an attempt to support its new positions, Lampwrights filed a 156-page Petition, including several incomplete

supporting exhibits, to present questions on whether “the EL Trustees intended to abandon the lines.” None of this is straightforward and none of it should be expedited.

Second, Lampwrights’ request for expedited action seeking the Board to declare “that BASA’s taking was preempted and was therefore void,” is especially egregious in seeking to blame the victim. Lampwrights first casts aspersions on BASA for raising objections over Lampwrights’ failure to account for and address in its exemption petition or its construction plans submitted to OEA the significant project design issues associated with BASA’s long-established longitudinal sewer line that spans over two miles of the corridor. This issue is obvious, and any planner should have immediately recognized and sought to address it, well before filing the exemption petition and participating in initial consultation meetings with OEA. Lampwrights then criticizes BASA for its alleged failure to readily accept “a new proposal that demonstrates that the sewer line can be relocated within the available right of way.” But Lampwrights, not BASA, bears responsibility for ensuring that its application is complete, affected parties are properly consulted, and that its proposed rail line is feasible (including meeting applicable AREMA standards), *before* submitting the application to the Board.

As a municipal member of BASA, Horton Township is well aware that Lampwrights failed to engage in *any* prior consultation with BASA, Horton Township, or other members of the community before submitting its exemption petition. Lampwrights’ Petition would have the Board “void” BASA’s long-established easement, “find that BASA’s present use of the easement is preempted,” kick BASA off its property, and prevent its use of over \$20 million in long-term investments in essential

public facilities. Replication of the lost service lines, even if possible, would likely cost multiples of the original construction costs, at the same time Horton Township and the other municipal members of BASA remain under substantial debt loads for the next decade and longer under the original facility construction bonds.

Lampwrights' Petition is nothing less than a vexatious, strong-armed tactic to use the threat of preemption, to force small communities with limited resources to accede to its unreasonable demands, for fear of an immediate shutdown of those communities' essential services.

Horton Township submits that based on its knowledge of continuing events, and its participation as a municipal member of BASA, BASA has consistently acted in a very professional and competent manner in responding to Lampwrights' demands that harm several thousand customers, and there is no basis for Lampwrights' unwarranted criticisms. The infirmities in Lampwrights' submissions caused OEA to hold its continuing review of the project in abeyance on February 9, 2026, which Lampwrights could have appealed to the full Board, but did not do so. Lampwrights has eschewed its straightforward option to have appealed what it considers an adverse determination of OEA. The Board should not entertain a petition for declaratory order that seeks to interfere with OEA's sound decisions based on site visits, filings, and its continuing professional review that, to date, appears to cast serious doubts on the feasibility of the planned project and its design.

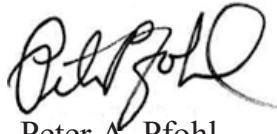
Lampwrights' credibility is suspect for a number of reasons, especially its recent "supplement" that "Lampwrights anticipates that demand supports one-in-bound and one

empty out-bound train per day, six days per week,” six times the traffic that Lampwrights previously informed the Board. This dramatic change in plans warrants additional review and scrutiny, not expedition.

CONCLUSION

For the reasons stated above, the Board should decline to institute a declaratory order proceeding to receive public comments and consider the Petition. If a declaratory order proceeding is nonetheless initiated, the Board should deny the Motion to expedite..

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Pfohl", written over a light blue circular stamp.

Peter A. Pfohl
Robert D. Rosenberg
Slover & Loftus LLP
1828 L Street NW, Suite 1000
Washington, DC 20036
pap@sloverandloftus.com

Dated: May 28, 2026

Attorneys for Horton Township

CERTIFICATE OF SERVICE

I hereby certify this 28th day of May 2026, I caused a copy of the foregoing document to be served by first-class mail, postage prepaid, or by more expeditious means to all parties of record.

/s/

Peter A. Pfohl

Exhibit A

Passed 7-19-04

TOWNSHIP OF HORTON,

Elk County, Pennsylvania

ORDINANCE NO. 44

OF THIS TOWNSHIP INCURRING LEASE RENTAL DEBT IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,587,500, REPRESENTING THE SEVERAL GUARANTY OF A PORTION (15%) OF ALL SUMS DUE ON THE 2004 GUARANTEED SEWER REVENUE BOND, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$17,250,000, TO BE ISSUED BY BROCKWAY AREA SEWAGE AUTHORITY IN CONNECTION WITH CONSTRUCTING SANITARY SEWAGE SYSTEM FACILITIES IN CERTAIN PORTIONS OF THIS TOWNSHIP; APPROVING A GUARANTY AGREEMENT, BY AND AMONG THIS TOWNSHIP, THE BOROUGH OF BROCKWAY AND THE TOWNSHIP OF SNYDER, SEVERALLY, AS GUARANTORS, THE AUTHORITY AND THE PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY, AS LENDER; APPROVING THE FORM, MAXIMUM GUARANTEED AMOUNTS AND SOURCES OF PAYMENT OF THE GUARANTY AGREEMENT, AND PLEDGING THE FULL FAITH, CREDIT, AND TAXING POWER OF THIS TOWNSHIP IN SUPPORT THEREOF; CREATING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; AND PROVIDING FOR RELATED COVENANTS.

WHEREAS, This Township of Horton, Elk County, Pennsylvania (the "Township") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under provisions of 53 Pa.C.S. §8002 et seq.,

as amended and supplemented, from time to time, known as the "Local Government Unit Debt Act," of the Commonwealth (the "Act"); and

WHEREAS, Brockway Area Sewage Authority (the "Authority") is a municipality authority organized by joint action of this Township, the Borough of Brockway, Jefferson County, Pennsylvania, and the Township of Snyder, Jefferson County, Pennsylvania (collectively, the "Municipalities"), and existing under the Municipality Authorities Act (53 Pa.C.S. Ch. 56), as amended and supplemented, from time to time, of the Commonwealth (the "Authorities Act"); and

WHEREAS, The Municipalities have determined that the Authority shall undertake a capital project which consists of planning, designing, acquiring and constructing sanitary sewage collection, transmission, treatment and disposal system facilities in certain portions of the Municipalities and paying costs, fees and expenses with respect to the foregoing purposes and to the financing (collectively, the "Project"), to be financed in part by issuance of the 2004 Bond (hereinafter mentioned and identified).

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of Supervisors (the "Governing Body") of this Township, as follows:

SECTION 1. This Township authorizes and requests the Authority to undertake and to complete the Project.

SECTION 2. This Township determines to incur "debt," as such term is defined in the Act, which shall be lease rental debt of this Township pursuant to the Act, in connection with the Project.

SECTION 3. Such debt shall be incurred as such lease rental debt, shall be in the maximum principal amount of \$2,587,500, and shall be evidenced by the Township's several

guaranty of a certain obligation to be issued by the Authority under the Authorities Act consisting of a guaranteed sewer revenue bond, to be known generally as the 2004 Bond, to be dated as provided therein, in the maximum principal amount of \$17,250,000, to be issued by the Authority under the Authorities Act (the "2004 Bond"), which 2004 Bond shall have the benefit of and shall be secured by, among other things, the several guaranty obligations of the Municipalities (to be shared as follows: Borough of Brockway – 53% (\$9,142,500); Township of Snyder – 32% (\$5,520,000); and Township of Horton – 15% (\$2,587,500)); pursuant to the Guaranty Agreement (hereinafter defined).

SECTION 4. This Township specifies that a realistic, estimated, useful life of the Project being financed by issuance of the 2004 Bond is at least thirty-five (35) years.

SECTION 5. This Township, together with the other Municipalities, severally (and not on a joint basis), as guarantors, shall enter into a Guaranty Agreement, to be dated as provided therein (the "Guaranty Agreement"), substantially in the form referred to in Section 6, with the Authority and the Pennsylvania Infrastructure Investment Authority ("PENNVEST"), as lender under a Bond Purchase Agreement, to be dated as provided therein (the "Bond Purchase Agreement"), between the Authority and PENNVEST, with respect to the Project and the 2004 Bond, under terms and provisions of which Guaranty Agreement the Municipalities shall severally guaranty (this Township to the extent of 15% of all sums due under the 2004 Bond), unconditionally, for the benefit of PENNVEST and any other holder, from time to time, of the 2004 Bond, full and prompt payment of Debt Service, as such phrase is defined in the Guaranty Agreement, to the extent provided in the Guaranty Agreement, as such shall be due and payable with respect to the 2004 Bond.

The Guaranty Agreement shall be for the life of the 2004 Bond and shall set forth terms, conditions, provisions, covenants, and agreements to be observed by the Municipalities (both individually and collectively), the Authority and PENNVEST in relation to the Sewer System, as such phrase is defined in the Bond Purchase Agreement, the Project and the 2004 Bond.

SECTION 6. The Guaranty Agreement shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Guaranty Agreement, in the form so presented to this meeting and so approved, shall be filed with the Secretary of this Township and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

SECTION 7. This Township shall covenant in the Guaranty Agreement and does hereby covenant to and with the Authority and PENNVEST and any other holder, from time to time, of the 2004 Bond that this Township: (i) shall include the Debt Service, as that phrase is defined in the Guaranty Agreement, payable in respect of its several guaranty pursuant to the Guaranty Agreement, for each Fiscal Year, as that phrase is defined in the Guaranty Agreement, in which such sums shall be payable, in its budget for that Fiscal Year; (ii) shall appropriate such amounts from its general revenues for payment of its several guaranty obligations under the Guaranty Agreement; and (iii) shall duly and punctually pay or cause to be paid from its sinking fund (hereinafter mentioned and identified) or any other of its revenues or funds the amount payable in respect of such several guaranty, at the dates and places and in the manner stated in the Guaranty Agreement, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of such several guaranty, this Township shall and does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable. For the

purposes of complying with the foregoing covenant, this Township covenants that it shall budget its several portion (15%) of the amounts set forth in Exhibit A which is attached hereto and made part hereof, such amounts being such Debt Service on the 2004 Bond for the Fiscal Years in which such amounts are payable, and shall appropriate and shall pay over to PENNVEST such amounts; Subject, however, to provisions of the Guaranty Agreement with respect to credit for certain sums that shall be available for such Debt Service, all as more fully set forth in the Guaranty Agreement.

This Township also shall covenant in the Guaranty Agreement and does hereby covenant that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required under the Guaranty Agreement, and if it shall be unable to incur debt lawfully in the current year for the purpose or to issue tax anticipation notes or otherwise to satisfy its obligations under the Guaranty Agreement, it shall include any amounts so payable by it in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid its obligations incurred under the Guaranty Agreement, in the manner therein stated, according to the true intent and meaning thereof and, for such budgeting, appropriation and payment, it shall and does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable.

It shall be the intent and purpose of the Guaranty Agreement that this Township shall be required to pay over to PENNVEST only that portion of such Debt Service that cannot be paid from other funds available for the purpose, as set forth in the Guaranty Agreement.

The phrase "Fiscal Year," as provided in the Guaranty Agreement and used in this Ordinance and in Exhibit A which is attached hereto and made part hereof, shall mean the fiscal year of the Municipalities, including this Township.

SECTION 8. The maximum several guaranty obligation of this Township, with respect to the 2004 Bond, as set forth in the Guaranty Agreement in the form referred to in Section 6, which shall be payable, if and as necessary, shall be as are set forth in Exhibit A which is attached hereto and made part hereof.

SECTION 9. The several guaranty obligation of this Township, as set forth in Section 8, shall be payable from the tax and other general revenues of this Township.

SECTION 10. This Township hereby creates and establishes a "sinking fund," as such phrase is defined or applied in the Act, with respect to its obligations under the Guaranty Agreement with respect to such guaranty, and First Commonwealth Bank, having an office in Du Bois, Pennsylvania, is hereby appointed "sinking fund depository" and "paying agent," as such phrases are defined or applied in the Act, with respect to obligations of this Township under the Guaranty Agreement with respect to such several guaranty.

SECTION 11. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to prepare, to certify and to file with the Department of Community and Economic Development (the "Department") of the Commonwealth the debt statement, as such phrase is defined in the Act, required by 53 Pa.C.S. §8110, in behalf of this Township.

The Chairman or Vice Chairman of the Governing Body and the Secretary, of this Township, as appropriate, are authorized and directed to prepare and to execute a borrowing base certificate for this Township to be appended to such debt statement, as required by the Act.

SECTION 12. The Chairman or Vice Chairman of the Governing Body and the Secretary, of this Township, as appropriate, are authorized and directed to prepare and to file

appropriate statements required by Article II of the Act that are necessary to qualify all or any portion of the lease rental debt of this Township that is subject to exclusion as self-liquidating debt for exclusion from the appropriate debt limit as self-liquidating debt.

SECTION 13. The Chairman or Vice Chairman of the Governing Body and the Secretary, of this Township, as appropriate, are authorized and directed to execute, to attest, and to deliver the Guaranty Agreement, substantially in the form approved in Section 6, in behalf of this Township; Subject, however, to applicable provisions of the Act.

SECTION 14. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to make application to the Department for approval with respect to the Guaranty Agreement, as required by 53 Pa.C.S. §8111(b); and, in connection with such application, this Township shall pay or shall cause to be paid to the Department the filing fee required by 53 Pa.C.S. §8203, the payment of which filing fee is authorized and approved.

SECTION 15. The Chairman or Vice Chairman of the Governing Body and the Secretary, of this Township, as appropriate, are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out the intent and purpose of this Ordinance and the undertakings of this Township under the Guaranty Agreement.

SECTION 16. Reference in this Ordinance to specified officers of this Township shall include and shall be construed to include, if and as applicable, their respective successors in office.

SECTION 17. This Ordinance shall become effective in accordance with provisions of Section 8003 of the Act.

SECTION 18. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

SECTION 19. All ordinances or parts of ordinances that are inconsistent herewith shall be and the same expressly are repealed.

DULY ENACTED AND ORDAINED, this 19th day of July, 2004, by the Board of Supervisors of the Township of Horton, Elk County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF HORTON,
Elk County, Pennsylvania

By: _____
(Vice) Chairman of the Board
of Supervisors

ATTEST:



Secretary

(SEAL)

EXHIBIT A

The maximum Debt Service, as such phrase is defined in the Guaranty Agreement referred to in the Ordinance to which this Exhibit A is attached, on the 2004 Bond (in the maximum principal amount of \$17,250,000), as such phrase is defined in the Ordinance to which this Exhibit A is attached, to be issued by Brockway Area Sewage Authority, is as follows:

SEE ATTACHED PAGES.^{1, 2}

¹ Assumes the 2004 Bond is issued on August 17, 2004, with 36 monthly interest only installments on the entire \$17,250,000 maximum principal amount of the 2004 Bond, at a fixed interest rate of 1.0%, per annum, beginning on September 1, 2004, through and including August 1, 2007. Monthly principal and interest amortization installments begin on September 1, 2007, and are payable on the first day of each month for a period of 360 months thereafter until and including August 1, 2037, at a fixed interest rate of 1.0%, per annum, on which date the 2004 Bond matures in full.

² To be shared, severally (and not on a joint basis), by the Municipalities, to the extent provided in the Guaranty Agreement, as follows:

Borough of Brockway	-	53%
Township of Snyder	-	32%
Township of Horton	-	15%.

Brockway Area Sewage Authority - 2004 Guaranteed Sewer Revenue Bond

Compound Period: Monthly

Nominal Annual Rate: 1.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/17/2004	17,250,000.00	1		
2	Payment	09/01/2004	Interest Only	36	Monthly	08/01/2007
3	Payment	09/01/2007	55,482.82	360	Monthly	08/01/2037

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	08/17/2004				17,250,000.00
1	09/01/2004	7,089.04	7,089.04	0.00	17,250,000.00
2	10/01/2004	14,375.00	14,375.00	0.00	17,250,000.00
3	11/01/2004	14,375.00	14,375.00	0.00	17,250,000.00
4	12/01/2004	14,375.00	14,375.00	0.00	17,250,000.00
2004 Totals		50,214.04	50,214.04	0.00	
5	01/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
6	02/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
7	03/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
8	04/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
9	05/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
10	06/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
11	07/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
12	08/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
13	09/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
14	10/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
15	11/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
16	12/01/2005	14,375.00	14,375.00	0.00	17,250,000.00
2005 Totals		172,500.00	172,500.00	0.00	
17	01/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
18	02/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
19	03/01/2006	14,375.00	14,375.00	0.00	17,250,000.00

EXHIBIT A

Page 2 of 13

20	04/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
21	05/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
22	06/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
23	07/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
24	08/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
25	09/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
26	10/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
27	11/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
28	12/01/2006	14,375.00	14,375.00	0.00	17,250,000.00
2006 Totals		172,500.00	172,500.00	0.00	
29	01/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
30	02/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
31	03/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
32	04/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
33	05/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
34	06/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
35	07/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
36	08/01/2007	14,375.00	14,375.00	0.00	17,250,000.00
37	09/01/2007	55,482.82	14,375.00	41,107.82	17,208,892.18
38	10/01/2007	55,482.82	14,340.74	41,142.08	17,167,750.10
39	11/01/2007	55,482.82	14,306.46	41,176.36	17,126,573.74
40	12/01/2007	55,482.82	14,272.14	41,210.68	17,085,363.06
2007 Totals		336,931.28	172,294.34	164,636.94	
41	01/01/2008	55,482.82	14,237.80	41,245.02	17,044,118.04
42	02/01/2008	55,482.82	14,203.43	41,279.39	17,002,838.65
43	03/01/2008	55,482.82	14,169.03	41,313.79	16,961,524.86
44	04/01/2008	55,482.82	14,134.60	41,348.22	16,920,176.64
45	05/01/2008	55,482.82	14,100.15	41,382.67	16,878,793.97
46	06/01/2008	55,482.82	14,065.66	41,417.16	16,837,376.81
47	07/01/2008	55,482.82	14,031.15	41,451.67	16,795,925.14
48	08/01/2008	55,482.82	13,996.60	41,486.22	16,754,438.92
49	09/01/2008	55,482.82	13,962.03	41,520.79	16,712,918.13
50	10/01/2008	55,482.82	13,927.43	41,555.39	16,671,362.74
51	11/01/2008	55,482.82	13,892.80	41,590.02	16,629,772.72
52	12/01/2008	55,482.82	13,858.14	41,624.68	16,588,148.04
2008 Totals		665,793.84	168,578.82	497,215.02	
53	01/01/2009	55,482.82	13,823.46	41,659.36	16,546,488.68
54	02/01/2009	55,482.82	13,788.74	41,694.08	16,504,794.60
55	03/01/2009	55,482.82	13,754.00	41,728.82	16,463,065.78

56	04/01/2009	55,482.82	13,719.22	41,763.60	16,421,302.18
57	05/01/2009	55,482.82	13,684.42	41,798.40	16,379,503.78
58	06/01/2009	55,482.82	13,649.59	41,833.23	16,337,670.55
59	07/01/2009	55,482.82	13,614.73	41,868.09	16,295,802.46
60	08/01/2009	55,482.82	13,579.84	41,902.98	16,253,899.48
61	09/01/2009	55,482.82	13,544.92	41,937.90	16,211,961.58
62	10/01/2009	55,482.82	13,509.97	41,972.85	16,169,988.73
63	11/01/2009	55,482.82	13,474.99	42,007.83	16,127,980.90
64	12/01/2009	55,482.82	13,439.98	42,042.84	16,085,938.06
2009 Totals		665,793.84	163,583.86	502,209.98	
65	01/01/2010	55,482.82	13,404.95	42,077.87	16,043,860.19
66	02/01/2010	55,482.82	13,369.88	42,112.94	16,001,747.25
67	03/01/2010	55,482.82	13,334.79	42,148.03	15,959,599.22
68	04/01/2010	55,482.82	13,299.67	42,183.15	15,917,416.07
69	05/01/2010	55,482.82	13,264.51	42,218.31	15,875,197.76
70	06/01/2010	55,482.82	13,229.33	42,253.49	15,832,944.27
71	07/01/2010	55,482.82	13,194.12	42,288.70	15,790,655.57
72	08/01/2010	55,482.82	13,158.88	42,323.94	15,748,331.63
73	09/01/2010	55,482.82	13,123.61	42,359.21	15,705,972.42
74	10/01/2010	55,482.82	13,088.31	42,394.51	15,663,577.91
75	11/01/2010	55,482.82	13,052.98	42,429.84	15,621,148.07
76	12/01/2010	55,482.82	13,017.62	42,465.20	15,578,682.87
2010 Totals		665,793.84	158,538.65	507,255.19	
77	01/01/2011	55,482.82	12,982.24	42,500.58	15,536,182.29
78	02/01/2011	55,482.82	12,946.82	42,536.00	15,493,646.29
79	03/01/2011	55,482.82	12,911.37	42,571.45	15,451,074.84
80	04/01/2011	55,482.82	12,875.90	42,606.92	15,408,467.92
81	05/01/2011	55,482.82	12,840.39	42,642.43	15,365,825.49
82	06/01/2011	55,482.82	12,804.85	42,677.97	15,323,147.52
83	07/01/2011	55,482.82	12,769.29	42,713.53	15,280,433.99
84	08/01/2011	55,482.82	12,733.69	42,749.13	15,237,684.86
85	09/01/2011	55,482.82	12,698.07	42,784.75	15,194,900.11
86	10/01/2011	55,482.82	12,662.42	42,820.40	15,152,079.71
87	11/01/2011	55,482.82	12,626.73	42,856.09	15,109,223.62
88	12/01/2011	55,482.82	12,591.02	42,891.80	15,066,331.82
2011 Totals		665,793.84	153,442.79	512,351.05	
89	01/01/2012	55,482.82	12,555.28	42,927.54	15,023,404.28
90	02/01/2012	55,482.82	12,519.50	42,963.32	14,980,440.96
91	03/01/2012	55,482.82	12,483.70	42,999.12	14,937,441.84

92	04/01/2012	55,482.82	12,447.87	43,034.95	14,894,406.89
93	05/01/2012	55,482.82	12,412.01	43,070.81	14,851,336.08
94	06/01/2012	55,482.82	12,376.11	43,106.71	14,808,229.37
95	07/01/2012	55,482.82	12,340.19	43,142.63	14,765,086.74
96	08/01/2012	55,482.82	12,304.24	43,178.58	14,721,908.16
97	09/01/2012	55,482.82	12,268.26	43,214.56	14,678,693.60
98	10/01/2012	55,482.82	12,232.24	43,250.58	14,635,443.02
99	11/01/2012	55,482.82	12,196.20	43,286.62	14,592,156.40
100	12/01/2012	55,482.82	12,160.13	43,322.69	14,548,833.71
2012 Totals		665,793.84	148,295.73	517,498.11	
101	01/01/2013	55,482.82	12,124.03	43,358.79	14,505,474.92
102	02/01/2013	55,482.82	12,087.90	43,394.92	14,462,080.00
103	03/01/2013	55,482.82	12,051.73	43,431.09	14,418,648.91
104	04/01/2013	55,482.82	12,015.54	43,467.28	14,375,181.63
105	05/01/2013	55,482.82	11,979.32	43,503.50	14,331,678.13
106	06/01/2013	55,482.82	11,943.07	43,539.75	14,288,138.38
107	07/01/2013	55,482.82	11,906.78	43,576.04	14,244,562.34
108	08/01/2013	55,482.82	11,870.47	43,612.35	14,200,949.99
109	09/01/2013	55,482.82	11,834.12	43,648.70	14,157,301.29
110	10/01/2013	55,482.82	11,797.75	43,685.07	14,113,616.22
111	11/01/2013	55,482.82	11,761.35	43,721.47	14,069,894.75
112	12/01/2013	55,482.82	11,724.91	43,757.91	14,026,136.84
2013 Totals		665,793.84	143,096.97	522,696.87	
113	01/01/2014	55,482.82	11,688.45	43,794.37	13,982,342.47
114	02/01/2014	55,482.82	11,651.95	43,830.87	13,938,511.60
115	03/01/2014	55,482.82	11,615.43	43,867.39	13,894,644.21
116	04/01/2014	55,482.82	11,578.87	43,903.95	13,850,740.26
117	05/01/2014	55,482.82	11,542.28	43,940.54	13,806,799.72
118	06/01/2014	55,482.82	11,505.67	43,977.15	13,762,822.57
119	07/01/2014	55,482.82	11,469.02	44,013.80	13,718,808.77
120	08/01/2014	55,482.82	11,432.34	44,050.48	13,674,758.29
121	09/01/2014	55,482.82	11,395.63	44,087.19	13,630,671.10
122	10/01/2014	55,482.82	11,358.89	44,123.93	13,586,547.17
123	11/01/2014	55,482.82	11,322.12	44,160.70	13,542,386.47
124	12/01/2014	55,482.82	11,285.32	44,197.50	13,498,188.97
2014 Totals		665,793.84	137,845.97	527,947.87	
125	01/01/2015	55,482.82	11,248.49	44,234.33	13,453,954.64
126	02/01/2015	55,482.82	11,211.63	44,271.19	13,409,683.45
127	03/01/2015	55,482.82	11,174.74	44,308.08	13,365,375.37

128	04/01/2015	55,482.82	11,137.81	44,345.01	13,321,030.36
129	05/01/2015	55,482.82	11,100.86	44,381.96	13,276,648.40
130	06/01/2015	55,482.82	11,063.87	44,418.95	13,232,229.45
131	07/01/2015	55,482.82	11,026.86	44,455.96	13,187,773.49
132	08/01/2015	55,482.82	10,989.81	44,493.01	13,143,280.48
133	09/01/2015	55,482.82	10,952.73	44,530.09	13,098,750.39
134	10/01/2015	55,482.82	10,915.63	44,567.19	13,054,183.20
135	11/01/2015	55,482.82	10,878.49	44,604.33	13,009,578.87
136	12/01/2015	55,482.82	10,841.32	44,641.50	12,964,937.37
2015 Totals		665,793.84	132,542.24	533,251.60	
137	01/01/2016	55,482.82	10,804.11	44,678.71	12,920,258.66
138	02/01/2016	55,482.82	10,766.88	44,715.94	12,875,542.72
139	03/01/2016	55,482.82	10,729.62	44,753.20	12,830,789.52
140	04/01/2016	55,482.82	10,692.32	44,790.50	12,785,999.02
141	05/01/2016	55,482.82	10,655.00	44,827.82	12,741,171.20
142	06/01/2016	55,482.82	10,617.64	44,865.18	12,696,306.02
143	07/01/2016	55,482.82	10,580.26	44,902.56	12,651,403.46
144	08/01/2016	55,482.82	10,542.84	44,939.98	12,606,463.48
145	09/01/2016	55,482.82	10,505.39	44,977.43	12,561,486.05
146	10/01/2016	55,482.82	10,467.91	45,014.91	12,516,471.14
147	11/01/2016	55,482.82	10,430.39	45,052.43	12,471,418.71
148	12/01/2016	55,482.82	10,392.85	45,089.97	12,426,328.74
2016 Totals		665,793.84	127,185.21	538,608.63	
149	01/01/2017	55,482.82	10,355.27	45,127.55	12,381,201.19
150	02/01/2017	55,482.82	10,317.67	45,165.15	12,336,036.04
151	03/01/2017	55,482.82	10,280.03	45,202.79	12,290,833.25
152	04/01/2017	55,482.82	10,242.36	45,240.46	12,245,592.79
153	05/01/2017	55,482.82	10,204.66	45,278.16	12,200,314.63
154	06/01/2017	55,482.82	10,166.93	45,315.89	12,154,998.74
155	07/01/2017	55,482.82	10,129.17	45,353.65	12,109,645.09
156	08/01/2017	55,482.82	10,091.37	45,391.45	12,064,253.64
157	09/01/2017	55,482.82	10,053.54	45,429.28	12,018,824.36
158	10/01/2017	55,482.82	10,015.69	45,467.13	11,973,357.23
159	11/01/2017	55,482.82	9,977.80	45,505.02	11,927,852.21
160	12/01/2017	55,482.82	9,939.88	45,542.94	11,882,309.27
2017 Totals		665,793.84	121,774.37	544,019.47	
161	01/01/2018	55,482.82	9,901.92	45,580.90	11,836,728.37
162	02/01/2018	55,482.82	9,863.94	45,618.88	11,791,109.49
163	03/01/2018	55,482.82	9,825.92	45,656.90	11,745,452.59

164	04/01/2018	55,482.82	9,787.88	45,694.94	11,699,757.65
165	05/01/2018	55,482.82	9,749.80	45,733.02	11,654,024.63
166	06/01/2018	55,482.82	9,711.69	45,771.13	11,608,253.50
167	07/01/2018	55,482.82	9,673.54	45,809.28	11,562,444.22
168	08/01/2018	55,482.82	9,635.37	45,847.45	11,516,596.77
169	09/01/2018	55,482.82	9,597.16	45,885.66	11,470,711.11
170	10/01/2018	55,482.82	9,558.93	45,923.89	11,424,787.22
171	11/01/2018	55,482.82	9,520.66	45,962.16	11,378,825.06
172	12/01/2018	55,482.82	9,482.35	46,000.47	11,332,824.59
2018 Totals		665,793.84	116,309.16	549,484.68	
173	01/01/2019	55,482.82	9,444.02	46,038.80	11,286,785.79
174	02/01/2019	55,482.82	9,405.65	46,077.17	11,240,708.62
175	03/01/2019	55,482.82	9,367.26	46,115.56	11,194,593.06
176	04/01/2019	55,482.82	9,328.83	46,153.99	11,148,439.07
177	05/01/2019	55,482.82	9,290.37	46,192.45	11,102,246.62
178	06/01/2019	55,482.82	9,251.87	46,230.95	11,056,015.67
179	07/01/2019	55,482.82	9,213.35	46,269.47	11,009,746.20
180	08/01/2019	55,482.82	9,174.79	46,308.03	10,963,438.17
181	09/01/2019	55,482.82	9,136.20	46,346.62	10,917,091.55
182	10/01/2019	55,482.82	9,097.58	46,385.24	10,870,706.31
183	11/01/2019	55,482.82	9,058.92	46,423.90	10,824,282.41
184	12/01/2019	55,482.82	9,020.24	46,462.58	10,777,819.83
2019 Totals		665,793.84	110,789.08	555,004.76	
185	01/01/2020	55,482.82	8,981.52	46,501.30	10,731,318.53
186	02/01/2020	55,482.82	8,942.77	46,540.05	10,684,778.48
187	03/01/2020	55,482.82	8,903.98	46,578.84	10,638,199.64
188	04/01/2020	55,482.82	8,865.17	46,617.65	10,591,581.99
189	05/01/2020	55,482.82	8,826.32	46,656.50	10,544,925.49
190	06/01/2020	55,482.82	8,787.44	46,695.38	10,498,230.11
191	07/01/2020	55,482.82	8,748.53	46,734.29	10,451,495.82
192	08/01/2020	55,482.82	8,709.58	46,773.24	10,404,722.58
193	09/01/2020	55,482.82	8,670.60	46,812.22	10,357,910.36
194	10/01/2020	55,482.82	8,631.59	46,851.23	10,311,059.13
195	11/01/2020	55,482.82	8,592.55	46,890.27	10,264,168.86
196	12/01/2020	55,482.82	8,553.47	46,929.35	10,217,239.51
2020 Totals		665,793.84	105,213.52	560,580.32	
197	01/01/2021	55,482.82	8,514.37	46,968.45	10,170,271.06
198	02/01/2021	55,482.82	8,475.23	47,007.59	10,123,263.47
199	03/01/2021	55,482.82	8,436.05	47,046.77	10,076,216.70

200	04/01/2021	55,482.82	8,396.85	47,085.97	10,029,130.73
201	05/01/2021	55,482.82	8,357.61	47,125.21	9,982,005.52
202	06/01/2021	55,482.82	8,318.34	47,164.48	9,934,841.04
203	07/01/2021	55,482.82	8,279.03	47,203.79	9,887,637.25
204	08/01/2021	55,482.82	8,239.70	47,243.12	9,840,394.13
205	09/01/2021	55,482.82	8,200.33	47,282.49	9,793,111.64
206	10/01/2021	55,482.82	8,160.93	47,321.89	9,745,789.75
207	11/01/2021	55,482.82	8,121.49	47,361.33	9,698,428.42
208	12/01/2021	55,482.82	8,082.02	47,400.80	9,651,027.62
2021 Totals		665,793.84	99,581.95	566,211.89	
209	01/01/2022	55,482.82	8,042.52	47,440.30	9,603,587.32
210	02/01/2022	55,482.82	8,002.99	47,479.83	9,556,107.49
211	03/01/2022	55,482.82	7,963.42	47,519.40	9,508,588.09
212	04/01/2022	55,482.82	7,923.82	47,559.00	9,461,029.09
213	05/01/2022	55,482.82	7,884.19	47,598.63	9,413,430.46
214	06/01/2022	55,482.82	7,844.53	47,638.29	9,365,792.17
215	07/01/2022	55,482.82	7,804.83	47,677.99	9,318,114.18
216	08/01/2022	55,482.82	7,765.10	47,717.72	9,270,396.46
217	09/01/2022	55,482.82	7,725.33	47,757.49	9,222,638.97
218	10/01/2022	55,482.82	7,685.53	47,797.29	9,174,841.68
219	11/01/2022	55,482.82	7,645.70	47,837.12	9,127,004.56
220	12/01/2022	55,482.82	7,605.84	47,876.98	9,079,127.58
2022 Totals		665,793.84	93,893.80	571,900.04	
221	01/01/2023	55,482.82	7,565.94	47,916.88	9,031,210.70
222	02/01/2023	55,482.82	7,526.01	47,956.81	8,983,253.89
223	03/01/2023	55,482.82	7,486.04	47,996.78	8,935,257.11
224	04/01/2023	55,482.82	7,446.05	48,036.77	8,887,220.34
225	05/01/2023	55,482.82	7,406.02	48,076.80	8,839,143.54
226	06/01/2023	55,482.82	7,365.95	48,116.87	8,791,026.67
227	07/01/2023	55,482.82	7,325.86	48,156.96	8,742,869.71
228	08/01/2023	55,482.82	7,285.72	48,197.10	8,694,672.61
229	09/01/2023	55,482.82	7,245.56	48,237.26	8,646,435.35
230	10/01/2023	55,482.82	7,205.36	48,277.46	8,598,157.89
231	11/01/2023	55,482.82	7,165.13	48,317.69	8,549,840.20
232	12/01/2023	55,482.82	7,124.87	48,357.95	8,501,482.25
2023 Totals		665,793.84	88,148.51	577,645.33	
233	01/01/2024	55,482.82	7,084.57	48,398.25	8,453,084.00
234	02/01/2024	55,482.82	7,044.24	48,438.58	8,404,645.42
235	03/01/2024	55,482.82	7,003.87	48,478.95	8,356,166.47

236	04/01/2024	55,482.82	6,963.47	48,519.35	8,307,647.12
237	05/01/2024	55,482.82	6,923.04	48,559.78	8,259,087.34
238	06/01/2024	55,482.82	6,882.57	48,600.25	8,210,487.09
239	07/01/2024	55,482.82	6,842.07	48,640.75	8,161,846.34
240	08/01/2024	55,482.82	6,801.54	48,681.28	8,113,165.06
241	09/01/2024	55,482.82	6,760.97	48,721.85	8,064,443.21
242	10/01/2024	55,482.82	6,720.37	48,762.45	8,015,680.76
243	11/01/2024	55,482.82	6,679.73	48,803.09	7,966,877.67
244	12/01/2024	55,482.82	6,639.06	48,843.76	7,918,033.91
2024 Totals		665,793.84	82,345.50	583,448.34	
245	01/01/2025	55,482.82	6,598.36	48,884.46	7,869,149.45
246	02/01/2025	55,482.82	6,557.62	48,925.20	7,820,224.25
247	03/01/2025	55,482.82	6,516.85	48,965.97	7,771,258.28
248	04/01/2025	55,482.82	6,476.05	49,006.77	7,722,251.51
249	05/01/2025	55,482.82	6,435.21	49,047.61	7,673,203.90
250	06/01/2025	55,482.82	6,394.34	49,088.48	7,624,115.42
251	07/01/2025	55,482.82	6,353.43	49,129.39	7,574,986.03
252	08/01/2025	55,482.82	6,312.49	49,170.33	7,525,815.70
253	09/01/2025	55,482.82	6,271.51	49,211.31	7,476,604.39
254	10/01/2025	55,482.82	6,230.50	49,252.32	7,427,352.07
255	11/01/2025	55,482.82	6,189.46	49,293.36	7,378,058.71
256	12/01/2025	55,482.82	6,148.38	49,334.44	7,328,724.27
2025 Totals		665,793.84	76,484.20	589,309.64	
257	01/01/2026	55,482.82	6,107.27	49,375.55	7,279,348.72
258	02/01/2026	55,482.82	6,066.12	49,416.70	7,229,932.02
259	03/01/2026	55,482.82	6,024.94	49,457.88	7,180,474.14
260	04/01/2026	55,482.82	5,983.73	49,499.09	7,130,975.05
261	05/01/2026	55,482.82	5,942.48	49,540.34	7,081,434.71
262	06/01/2026	55,482.82	5,901.20	49,581.62	7,031,853.09
263	07/01/2026	55,482.82	5,859.88	49,622.94	6,982,230.15
264	08/01/2026	55,482.82	5,818.53	49,664.29	6,932,565.86
265	09/01/2026	55,482.82	5,777.14	49,705.68	6,882,860.18
266	10/01/2026	55,482.82	5,735.72	49,747.10	6,833,113.08
267	11/01/2026	55,482.82	5,694.26	49,788.56	6,783,324.52
268	12/01/2026	55,482.82	5,652.77	49,830.05	6,733,494.47
2026 Totals		665,793.84	70,564.04	595,229.80	
269	01/01/2027	55,482.82	5,611.25	49,871.57	6,683,622.90
270	02/01/2027	55,482.82	5,569.69	49,913.13	6,633,709.77
271	03/01/2027	55,482.82	5,528.09	49,954.73	6,583,755.04

272	04/01/2027	55,482.82	5,486.46	49,996.36	6,533,758.68
273	05/01/2027	55,482.82	5,444.80	50,038.02	6,483,720.66
274	06/01/2027	55,482.82	5,403.10	50,079.72	6,433,640.94
275	07/01/2027	55,482.82	5,361.37	50,121.45	6,383,519.49
276	08/01/2027	55,482.82	5,319.60	50,163.22	6,333,356.27
277	09/01/2027	55,482.82	5,277.80	50,205.02	6,283,151.25
278	10/01/2027	55,482.82	5,235.96	50,246.86	6,232,904.39
279	11/01/2027	55,482.82	5,194.09	50,288.73	6,182,615.66
280	12/01/2027	55,482.82	5,152.18	50,330.64	6,132,285.02
2027 Totals		665,793.84	64,584.39	601,209.45	
281	01/01/2028	55,482.82	5,110.24	50,372.58	6,081,912.44
282	02/01/2028	55,482.82	5,068.26	50,414.56	6,031,497.88
283	03/01/2028	55,482.82	5,026.25	50,456.57	5,981,041.31
284	04/01/2028	55,482.82	4,984.20	50,498.62	5,930,542.69
285	05/01/2028	55,482.82	4,942.12	50,540.70	5,880,001.99
286	06/01/2028	55,482.82	4,900.00	50,582.82	5,829,419.17
287	07/01/2028	55,482.82	4,857.85	50,624.97	5,778,794.20
288	08/01/2028	55,482.82	4,815.66	50,667.16	5,728,127.04
289	09/01/2028	55,482.82	4,773.44	50,709.38	5,677,417.66
290	10/01/2028	55,482.82	4,731.18	50,751.64	5,626,666.02
291	11/01/2028	55,482.82	4,688.89	50,793.93	5,575,872.09
292	12/01/2028	55,482.82	4,646.56	50,836.26	5,525,035.83
2028 Totals		665,793.84	58,544.65	607,249.19	
293	01/01/2029	55,482.82	4,604.20	50,878.62	5,474,157.21
294	02/01/2029	55,482.82	4,561.80	50,921.02	5,423,236.19
295	03/01/2029	55,482.82	4,519.36	50,963.46	5,372,272.73
296	04/01/2029	55,482.82	4,476.89	51,005.93	5,321,266.80
297	05/01/2029	55,482.82	4,434.39	51,048.43	5,270,218.37
298	06/01/2029	55,482.82	4,391.85	51,090.97	5,219,127.40
299	07/01/2029	55,482.82	4,349.27	51,133.55	5,167,993.85
300	08/01/2029	55,482.82	4,306.66	51,176.16	5,116,817.69
301	09/01/2029	55,482.82	4,264.01	51,218.81	5,065,598.88
302	10/01/2029	55,482.82	4,221.33	51,261.49	5,014,337.39
303	11/01/2029	55,482.82	4,178.61	51,304.21	4,963,033.18
304	12/01/2029	55,482.82	4,135.86	51,346.96	4,911,686.22
2029 Totals		665,793.84	52,444.23	613,349.61	
305	01/01/2030	55,482.82	4,093.07	51,389.75	4,860,296.47
306	02/01/2030	55,482.82	4,050.25	51,432.57	4,808,863.90
307	03/01/2030	55,482.82	4,007.39	51,475.43	4,757,388.47

308	04/01/2030	55,482.82	3,964.49	51,518.33	4,705,870.14
309	05/01/2030	55,482.82	3,921.56	51,561.26	4,654,308.88
310	06/01/2030	55,482.82	3,878.59	51,604.23	4,602,704.65
311	07/01/2030	55,482.82	3,835.59	51,647.23	4,551,057.42
312	08/01/2030	55,482.82	3,792.55	51,690.27	4,499,367.15
313	09/01/2030	55,482.82	3,749.47	51,733.35	4,447,633.80
314	10/01/2030	55,482.82	3,706.36	51,776.46	4,395,857.34
315	11/01/2030	55,482.82	3,663.21	51,819.61	4,344,037.73
316	12/01/2030	55,482.82	3,620.03	51,862.79	4,292,174.94
2030 Totals		665,793.84	46,282.56	619,511.28	
317	01/01/2031	55,482.82	3,576.81	51,906.01	4,240,268.93
318	02/01/2031	55,482.82	3,533.56	51,949.26	4,188,319.67
319	03/01/2031	55,482.82	3,490.27	51,992.55	4,136,327.12
320	04/01/2031	55,482.82	3,446.94	52,035.88	4,084,291.24
321	05/01/2031	55,482.82	3,403.58	52,079.24	4,032,212.00
322	06/01/2031	55,482.82	3,360.18	52,122.64	3,980,089.36
323	07/01/2031	55,482.82	3,316.74	52,166.08	3,927,923.28
324	08/01/2031	55,482.82	3,273.27	52,209.55	3,875,713.73
325	09/01/2031	55,482.82	3,229.76	52,253.06	3,823,460.67
326	10/01/2031	55,482.82	3,186.22	52,296.60	3,771,164.07
327	11/01/2031	55,482.82	3,142.64	52,340.18	3,718,823.89
328	12/01/2031	55,482.82	3,099.02	52,383.80	3,666,440.09
2031 Totals		665,793.84	40,058.99	625,734.85	
329	01/01/2032	55,482.82	3,055.37	52,427.45	3,614,012.64
330	02/01/2032	55,482.82	3,011.68	52,471.14	3,561,541.50
331	03/01/2032	55,482.82	2,967.95	52,514.87	3,509,026.63
332	04/01/2032	55,482.82	2,924.19	52,558.63	3,456,468.00
333	05/01/2032	55,482.82	2,880.39	52,602.43	3,403,865.57
334	06/01/2032	55,482.82	2,836.55	52,646.27	3,351,219.30
335	07/01/2032	55,482.82	2,792.68	52,690.14	3,298,529.16
336	08/01/2032	55,482.82	2,748.77	52,734.05	3,245,795.11
337	09/01/2032	55,482.82	2,704.83	52,777.99	3,193,017.12
338	10/01/2032	55,482.82	2,660.85	52,821.97	3,140,195.15
339	11/01/2032	55,482.82	2,616.83	52,865.99	3,087,329.16
340	12/01/2032	55,482.82	2,572.77	52,910.05	3,034,419.11
2032 Totals		665,793.84	33,772.86	632,020.98	
341	01/01/2033	55,482.82	2,528.68	52,954.14	2,981,464.97
342	02/01/2033	55,482.82	2,484.55	52,998.27	2,928,466.70
343	03/01/2033	55,482.82	2,440.39	53,042.43	2,875,424.27

344	04/01/2033	55,482.82	2,396.19	53,086.63	2,822,337.64
345	05/01/2033	55,482.82	2,351.95	53,130.87	2,769,206.77
346	06/01/2033	55,482.82	2,307.67	53,175.15	2,716,031.62
347	07/01/2033	55,482.82	2,263.36	53,219.46	2,662,812.16
348	08/01/2033	55,482.82	2,219.01	53,263.81	2,609,548.35
349	09/01/2033	55,482.82	2,174.62	53,308.20	2,556,240.15
350	10/01/2033	55,482.82	2,130.20	53,352.62	2,502,887.53
351	11/01/2033	55,482.82	2,085.74	53,397.08	2,449,490.45
352	12/01/2033	55,482.82	2,041.24	53,441.58	2,396,048.87
2033 Totals		665,793.84	27,423.60	638,370.24	
353	01/01/2034	55,482.82	1,996.71	53,486.11	2,342,562.76
354	02/01/2034	55,482.82	1,952.14	53,530.68	2,289,032.08
355	03/01/2034	55,482.82	1,907.53	53,575.29	2,235,456.79
356	04/01/2034	55,482.82	1,862.88	53,619.94	2,181,836.85
357	05/01/2034	55,482.82	1,818.20	53,664.62	2,128,172.23
358	06/01/2034	55,482.82	1,773.48	53,709.34	2,074,462.89
359	07/01/2034	55,482.82	1,728.72	53,754.10	2,020,708.79
360	08/01/2034	55,482.82	1,683.92	53,798.90	1,966,909.89
361	09/01/2034	55,482.82	1,639.09	53,843.73	1,913,066.16
362	10/01/2034	55,482.82	1,594.22	53,888.60	1,859,177.56
363	11/01/2034	55,482.82	1,549.31	53,933.51	1,805,244.05
364	12/01/2034	55,482.82	1,504.37	53,978.45	1,751,265.60
2034 Totals		665,793.84	21,010.57	644,783.27	
365	01/01/2035	55,482.82	1,459.39	54,023.43	1,697,242.17
366	02/01/2035	55,482.82	1,414.37	54,068.45	1,643,173.72
367	03/01/2035	55,482.82	1,369.31	54,113.51	1,589,060.21
368	04/01/2035	55,482.82	1,324.22	54,158.60	1,534,901.61
369	05/01/2035	55,482.82	1,279.08	54,203.74	1,480,697.87
370	06/01/2035	55,482.82	1,233.91	54,248.91	1,426,448.96
371	07/01/2035	55,482.82	1,188.71	54,294.11	1,372,154.85
372	08/01/2035	55,482.82	1,143.46	54,339.36	1,317,815.49
373	09/01/2035	55,482.82	1,098.18	54,384.64	1,263,430.85
374	10/01/2035	55,482.82	1,052.86	54,429.96	1,209,000.89
375	11/01/2035	55,482.82	1,007.50	54,475.32	1,154,525.57
376	12/01/2035	55,482.82	962.10	54,520.72	1,100,004.85
2035 Totals		665,793.84	14,533.09	651,260.75	
377	01/01/2036	55,482.82	916.67	54,566.15	1,045,438.70
378	02/01/2036	55,482.82	871.20	54,611.62	990,827.08
379	03/01/2036	55,482.82	825.69	54,657.13	936,169.95

380	04/01/2036	55,482.82	780.14	54,702.68	881,467.27
381	05/01/2036	55,482.82	734.56	54,748.26	826,719.01
382	06/01/2036	55,482.82	688.93	54,793.89	771,925.12
383	07/01/2036	55,482.82	643.27	54,839.55	717,085.57
384	08/01/2036	55,482.82	597.57	54,885.25	662,200.32
385	09/01/2036	55,482.82	551.83	54,930.99	607,269.33
386	10/01/2036	55,482.82	506.06	54,976.76	552,292.57
387	11/01/2036	55,482.82	460.24	55,022.58	497,269.99
388	12/01/2036	55,482.82	414.39	55,068.43	442,201.56
2036 Totals		665,793.84	7,990.55	657,803.29	
389	01/01/2037	55,482.82	368.50	55,114.32	387,087.24
390	02/01/2037	55,482.82	322.57	55,160.25	331,926.99
391	03/01/2037	55,482.82	276.61	55,206.21	276,720.78
392	04/01/2037	55,482.82	230.60	55,252.22	221,468.56
393	05/01/2037	55,482.82	184.56	55,298.26	166,170.30
394	06/01/2037	55,482.82	138.48	55,344.34	110,825.96
395	07/01/2037	55,482.82	92.35	55,390.47	55,435.49
396	08/01/2037	55,482.82	47.33	55,435.49	0.00
2037 Totals		443,862.56	1,661.00	442,201.56	
Grand Totals		20,484,029.24	3,234,029.24	17,250,000.00	

CERTIFICATE

I, the undersigned, Secretary of the Township of Horton, Elk County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance which duly was enacted by the Board of Supervisors of the Township, in accordance with law, at a meeting duly held on July 19, 2004, at which meeting a quorum was present; said Ordinance has been certified and recorded by me, as Secretary of the Township, in the book provided for the purpose of such recording; said Ordinance, upon enactment, as aforesaid, was assigned Ordinance No. _____; presently, the total number of members of the Board of Supervisors of the Township is three (3); the vote of the members of the Board of Supervisors of the Township, upon enactment of said Ordinance, the yeas and nays having been called, duly was recorded by me as Secretary as follows:

Riccardo Geneviro	- Yea	
John Carlson	- Yea	
Dennis Thompson	- Yea	;

said Ordinance has been advertised (both before and after enactment), as required by law, in a proper newspaper of general circulation in the Township; and said Ordinance has not been amended, altered or repealed as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the principal office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at such meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 19th day of July, 2004.


Secretary

(SEAL)