



b. Respondent is a volunteer fire company that retains the services of Municipal Marketing, a registered professional fundraising counsel.

c. Respondent is not registered with the Bureau.

d. Respondent and Municipal Marketing first entered into a contract for professional fundraising counsel services on June 14, 2004, for a term of 2 years ending June 13, 2006.

e. Respondent and Municipal Marketing entered into another contract for professional fundraising counsel services on October 12, 2005, for a term of 3 years ending October 11, 2008.

f. On March 6, 2007, the Bureau sent Respondent a letter informing Respondent that it was required to register with the Bureau due to its retention of a professional fundraising counsel, and also requesting Respondent to supply financial documents. Respondent received the letter on March 8, 2007.

g. On August 28, 2007, due to Respondent's failure to register or respond to the Bureau's request for documents, the Secretary signed a Cease and Desist Order; the Cease and Desist Order was mailed the same day, however the Bureau did not receive verification that Respondent received the Cease and Desist Order.

h. On November 4, 2007, the August 28, 2007 Cease and Desist Order was re-issued; Respondent received the re-issued Cease and Desist Order on November 5, 2007.

i. On December 11, 2007, the Bureau obtained evidence that Respondent was conducting Bingo games at Respondent's fire station, and had

advertisements on Respondent's building announcing that Bingo games are held on Tuesday, Thursday and Saturday evenings.

j. As of May 12, 2009, Respondent's website, [www.mtoliverfiredepartment.com](http://www.mtoliverfiredepartment.com), advertised that Respondent holds two weekly Bingos on Tuesday and Saturday nights at 7:00 PM.

### **VIOLATIONS**

5. Respondent agrees that by engaging in the foregoing activities, Respondent has committed multiple violations of the Act by:

a. Soliciting charitable contributions without being registered with the Bureau in violation of 10 P.S. § 162.15 (a)(1), by and through § 162.5(a);

b. Failing to produce any records or to disclose any information required to be disclosed under this act or the regulations of the Department after being requested to do so, in violation of 10 P.S. §162.17(a)(2); and

c. Soliciting charitable contributions while under a Cease and Desist Order, in violation of 10 P.S. § 162.15(a)(1), by and through § 162.17(a)(1).

### **PROPOSED ORDER**

6. The participants, intending to be legally bound, consent to the issuance of the following Order in settlement of this matter:

a. Respondent violated the Act at 10 P.S. § 162.15(a)(1) by and through § 162.5(a);

b. Respondent violated the Act at 10 P.S. §162.17(a)(2); and

c. Respondent violated the Act at 10 P.S. § 162.15(a)(1), by and through § 162.17(a)(1).

#### **ADMINISTRATIVE FINE**

d. An **ADMINISTRATIVE FINE** of two thousand dollars (\$2,000.00) is levied upon Respondent. Respondent shall tender the full sum of two thousand dollars (\$2,000.00) with this executed Consent Agreement which shall be paid by **certified check, cashier's check, attorney's check or U.S. Postal money order made payable to the "Commonwealth of Pennsylvania."**

#### **FILING OF REGISTRATION DOCUMENTS**

e. Respondent acknowledges its requirement to maintain registration with the Bureau according to Section 162.5 of the Act. Should Respondent not register with the Bureau when it is required to, Respondent shall pay an administrative fine of \$1,000.00, and an additional penalty of \$100.00 for each day during which such violation continues; and Respondent's registration shall be automatically suspended until the fine is paid or until the normal expiration date of the registration in accordance with Section 162.17 of the Act. No registration shall be renewed until the fine is paid.

#### **CEASE AND DESIST**

e. The Cease and Desist Order entered on August 28, 2007, shall remain in full force and effect until Respondent becomes properly registered with the Bureau, and until an order lifting the Cease and Desist Order is signed by the Secretary.

#### **CASE SETTLED AND DISCONTINUED**

7. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement and the Respondent's successful completion of any ordered discipline.

### **ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING**

8. Respondent waives the filing of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Bureau; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

### **AGREEMENT NOT BINDING ON OTHER PARTIES**

9. This Consent Agreement is between the Bureau and Respondent only. It does not bind any other administrative entity of the Commonwealth of Pennsylvania, including any other bureau within the Department of State. Except as otherwise noted, this Agreement is to have no legal effect if (a) the Office of General Counsel expresses an objection to the Agreement's form or legality and/or (b) unless and until the Secretary issues the stipulated Order.

### **EFFECT OF SECRETARY'S REJECTION**

10. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

### **ENTIRE AGREEMENT**

11. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of

reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever, concerning this Agreement.

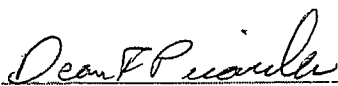
**AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES**

12. The parties acknowledge that other federal, state, and/or local agencies may have jurisdiction over the activities of, or representations made by, Respondent. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring any information or data produced as a result of this matter to any federal, state, or local agency or governmental unit having jurisdiction over the activities of Respondent.


**VERIFICATION OF FACTS AND STATEMENTS**

13. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Agreement are made subject to the criminal penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Mount Oliver Hook and Ladder



Dean F. Picarella  
Prosecuting Attorney  
Department of State



By: Steven J. Williams  
Title: TREASURER  
Respondent

DATED: 06-15-2009

DATED: June 9, 2009



**IN THE MATTER OF  
MOUNT OLIVER HOOK AND LADDER  
File No. 09-98-05354**

**ORDER**

AND NOW, to wit, on this 22<sup>ND</sup> day of June 2009, the terms of paragraph 6 of the foregoing Consent Agreement are hereby adopted and incorporated as the Order of the Secretary of the Commonwealth in resolution of this matter. This Order shall take effect immediately.

BY ORDER

A handwritten signature in cursive script that reads "Thomas J. Weaver".

Thomas J. Weaver  
Executive Deputy Secretary  
of the Commonwealth