

# THE COURTS

## Title 204—JUDICIAL SYSTEM GENERAL PROVISIONS

### PART V. PROFESSIONAL ETHICS AND CONDUCT

[204 PA. CODE CH. 91]

#### List of Approved Financial Institutions

#### Annex A

### TITLE 204. JUDICIAL SYSTEM GENERAL PROVISIONS

### PART V. PROFESSIONAL ETHICS AND CONDUCT

#### CHAPTER 91. MISCELLANEOUS MATTERS

#### Subchapter H. OVERDRAFT NOTIFICATION

#### § 91.173. Approval and termination of financial institutions.

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#### APPENDIX A

Notice is hereby given that pursuant to Rule 221(b), Pa.R.D.E., the following List of Financial Institutions have been approved by the Supreme Court of Pennsylvania for the maintenance of fiduciary accounts of attorneys. Each financial institution has agreed to comply with the requirements of Rule 221, Pa.R.D.E. which provides for trust account overdraft notification:

#### List of Approved Financial Institutions

Bank Code	A.		
374	Abington Savings Bank	132	
2	Adams County National Bank	103	
477	Advest, Inc.	379	
302	Allegheny Valley Bank of Pittsburgh	23	
375	Altoona First Savings Bank	380	
280	Ambassador Bank of the Commonwealth	381	
376	Ambler Savings and Loan Association	382	
532	American Bank of Lehigh Valley		
502	American Eagle Savings Bank, PaSA	24	
377	Apollo Trust Company	136	
407	Armstrong County Trust Company	25	
	<b>B.</b>	339	
155	Bank of Hanover & Trust Company	27	
3	Bank of Lancaster County, N.A.	308	
415	Bank of Landisburg (The)	239	
519	Beaver Valley Federal Credit Union	222	
396	Bell Federal Savings & Loan Association	423	
397	Beneficial Mutual Savings Bank		
398	Berks County Bank		
399	Bernville Bank, N.A.	357	
391	Blue Ball National Bank	424	
520	Boston Safe Deposit & Trust Company	358	
392	Brentwood Savings Bank	340	
495	Brown Brothers Harriman & Co.	500	
161	Bryn Mawr Trust Company	259	
10	Bucktail Bank and Trust Company		
			<b>C.</b>
			Cambria County Federal Savings & Loan Assoc.
			Carnegie Bank, N.A.
			Carnegie Savings Bank
			Central Bank
			Century National Bank & Trust Co.
			Cenwest National Bank
			Chambersburg Trust Company
			Charleroi Federal Savings Bank
			Citizens and Northern Bank
			Citizens Bank and Trust Company—Palmerton
			Citizens National Bank of Ashland
			Citizens National Bank—Evans City
			Citizens National Bank of Lansford
			Citizens National Bank—Myersdale
			Citizens National Bank of Slatington
			Citizens National Bank of Southern PA
			Citizens Savings Association
			Citizens Trust Company
			Clearfield Bank & Trust Co.
			Coatesville Savings Bank
			Columbia County Farmers National
			Commerce Bank, PA, NA
			Commerce Bank/Harrisburg, NA
			Commercial National Bank of Westmoreland County
			Commonwealth Bank
			Commonwealth State Bank
			Community Bank
			Community Bank & Trust Company
			Community Bank, National Association
			Community Banks National Association
			Community First Bank, N.A.
			Community National Bank of Northwestern PA
			Community State Bank of Orbisonia
			Corestates Bank, N.A.
			Corry Savings Bank
			County National Bank
			County Savings Association
			Crusader Bank
			C S B Bank
			<b>D.</b>
			Dauphin Deposit Bank
			Dauphin National Bank
			Deposit Bank
			Dime Bank (The)
			Dollar Bank, Federal Savings Bank
			Dollar Savings Association
			Downingtown National Bank
			Drovers Bank (The)
			Dwelling House Savings & Loan Association
			<b>E.</b>
			Eagle National Bank
			East Penn Bank
			East Prospect State Bank
			East Stroudsburg Savings Association
			Elderton State Bank
			Elverson National Bank

28	Ephrata National Bank (The)	47	First National Bank of Newport (The)
383	ESB Bank, F.S.B.	426	First National Bank of Palmerton (The)
342	Everett Bank (The)	48	First National Bank of Pennsylvania
	<b>F.</b>	427	First National Bank of Port Alleghany (The)
384	Farmers & Merchants Bank—Honesdale	428	First National Bank of Slippery Rock (The)
31	Farmers & Merchants Trust Company	321	First National Bank of Spangler (The)
30	Farmers First Bank	429	First National Bank of Spring Mills (The)
436	Farmers National Bank	52	First National Bank of West Chester (The)
205	Farmers National Bank of Emlenton	175	First National Community Bank
295	Farmers Trust Bank	54	First National Trust Bank
334	Fayette Bank	378	First Pennsylvania Savings Association
34	Fidelity Deposit & Discount Bank	190	First Philson Bank, N.A.
343	Fidelity Savings and Loan of Bucks County	220	First Republic Bank
		40	First Savings Bank of Perkasio
311	Fidelity Savings Bank	349	First Star Savings Bank
60	Financial Trust Company—Carlisle	317	First Sterling Bank
438	Financial Trust Company—Hanover	338	First Union National Bank
385	First American National Bank of PA	408	First United National Bank
170	First Bank of Philadelphia	505	First Western Bank, F.S.B.
332	First Capitol Bank	312	First Western Bank, N.A.
174	First Citizens National Bank	325	FirstService Bank
191	First Columbia Bank & Trust Co.	151	Firsttrust Savings Bank
350	First Commercial Bank of Philadelphia	493	FNB Bank, N.A.
523	First County Bank	282	Founders' Bank
290	First Executive Bank	291	Fox Chase Federal Savings Bank
369	First Federal Savings & Loan Assoc. of Bucks County	241	Franklin Mint Federal Credit Union
		58	Fulton Bank
437	First Federal Savings & Loan Assoc. of Carnegie	59	Fulton County National Bank & Trust Company
504	First Federal Savings & Loan Assoc. of Greene County		<b>G.</b>
39	First Federal Savings & Loan Assoc. of Harrisburg	506	Glen Rock State Bank
		409	Grange National Bank of Wyoming County
390	First Federal Savings & Loan Assoc. of Hazleton	499	Gratz National Bank (The)
		401	Great American Federal Savings & Loan Association
388	First Federal Savings Bank		Great Valley Savings Bank
432	First Federal Savings Bank of Kane	400	Greenville Savings Bank
263	First Federal Savings Bank of New Castle	498	Guaranty Bank, National Association
370	First Financial Savings Bank	193	
318	First Heritage Bank		<b>H.</b>
525	First Heritage Federal Credit Union		Halifax National Bank
228	First Keystone Federal Savings Bank	402	Hamlin Bank and Trust Company
266	First Lehigh Bank	244	Harleysville National Bank and Trust Company
50	First National Bank & Trust Company	64	Harleysville Savings Bank
51	First National Bank & Trust Co. of Newtown (The)	362	Harris Savings Bank
		65	Harrisburg BELCO, Federal Credit Union
416	First National Bank in Fleetwood (The)	501	Hatboro Federal Savings
42	First National Bank of Berwick (The)	363	Heritage National Bank
216	First National Bank of Bradford County (The)	324	Herndon National Bank (The)
		410	Hoblitzell National Bank
138	First National Bank of Canton	411	Hollidaysburg Trust Company
246	First National Bank of Centre Hall (The)	176	Honesdale National Bank (The)
421	First National Bank of Fredericksburg	68	Huntingdon National Bank of PA
275	First National Bank—Garrett	508	Huntingdon Valley Federal Savings & Loan Assoc.
322	First National Bank of Greencastle	364	
165	First National Bank of Herminie (The)		<b>I.</b>
167	First National Bank of Jermyn (The)		Indiana First Savings Bank
389	First National Bank of Leechburg		Iron and Glass Bank
182	First National Bank of Leesport (The)		Iron Workers Savings Bank
417	First National Bank of Lilly (The)	365	Irwin Bank & Trust Company
418	First National Bank of Liverpool (The)	200	
43	First National Bank—Marysville	526	<b>J.</b>
44	First National Bank of McConnellsburg (The)	366	Jefferson Bank
			Jersey Shore State Bank
46	First National Bank of Mercersburg (The)		Jim Thorpe National Bank
419	First National Bank of Mifflintown (The)	143	
198	First National Bank of Minersville (The)	70	
524	First National Bank of New England	127	

71	Johnstown Bank and Trust	489	OMEGA Federal Credit Union
488	Jonestown Bank and Trust Company	94	Orrstown Bank
72	Juniata Valley Bank (The)		
	<b>K.</b>		<b>P.</b>
		267	Parkvale Savings Bank
57	Keystone Bank	512	Patriot Savings Bank
403	Keystone Savings Bank	96	Penn Central National Bank
414	Kishacoquillas Valley National Bank (The)	97	Penn Security Bank & Trust Company
	<b>L.</b>	320	Pennsylvania Capital Bank
		98	Pennsylvania National Bank
404	LA Bank, National Association	441	Pennsylvania Savings Bank
74	Lafayette Bank	445	Pennsylvania State Bank
75	Laurel Bank	442	Pennview Savings Bank
76	Laurel Savings Bank	446	Peoples Bank and Trust Company
187	Lebanon Valley National Bank	99	Peoples Bank of Glen Rock
405	Lewistown Trust Company	185	Peoples Bank of Oxford (The)
78	Luzerne National Bank	164	Peoples Bank of Unity
	<b>M.</b>	188	Peoples Bank of Western Pennsylvania
		154	Peoples Home Savings Bank
		482	Peoples National Bank of Rural Valley (The)
269	Madison Bank		Peoples National Bank of Susquehanna County
80	Main Line Federal Savings Bank	447	Peoples Savings Bank
386	Malvern Federal Savings Bank		Peoples State Bank (The)
412	Manor National Bank	444	Peoples Thrift Savings Bank
361	Manufacturers & Traders Trust Company	491	PFC Bank
510	Marion Center National Bank	443	Phoenixville Federal Savings
387	Marquette Savings Bank	131	Pioneer American Bank, N.A.
81	Mars National Bank (The)	448	Pittsburgh Home Savings Bank
367	Mauch Chunk Trust Company	168	PNC Bank, National Association
368	Mechanics Savings and Loan, FSA	453	Pocono Community Bank
5	Mellon Bank, N.A.	79	Polonia Bank
413	Merchants Bank of PA	534	Port Richmond Savings
192	Merchants National Bank of Bangor (The)	528	Portage National Bank
478	Merchants National Bank of Kittanning	449	Premier Bank
294	Mid Penn Bank	454	Prestige Bank, FSB
87	Mid-State Bank and Trust Company	450	Prime Bank
511	Mifflin County Savings Bank	455	Progress Federal Savings Bank
276	Mifflinburg Bank & Trust Company	306	Progressive Home Federal
344	Miners Bank of Lykens	202	Prudential Savings Bank
345	Minersville Safe Deposit Bank and Trust Company	451	
		456	
327	Montour Bank		<b>Q.</b>
346	Morton Savings and Loan Association		Quakertown National Bank (The)
180	Moxham National Bank		
484	Muncy Bank & Trust Company (The)	107	
	<b>N.</b>		<b>R.</b>
		109	Reeves Bank
440	National Bank of Commerce	245	Regent National Bank
433	National Bank of Malvern	487	Reliable Savings Bank, PaSA
435	National Bank of North East	452	Reliance Savings Bank
527	National Bank of the Commonwealth	463	Rittenhouse Trust Company (The)
337	National City Bank of Pennsylvania	496	Roxborough Manayunk Federal Savings Bank
88	National Penn Bank		Royal Bank of Pennsylvania
157	Nazareth National Bank & Trust Company	208	
371	NBO National Bank		<b>S.</b>
347	Neffs National Bank (The)		S&T Bank
372	Nesquehoning Savings Bank		Savings and Loan Association of Milton
434	New Tripoli National Bank (The)	153	Schuylkill Savings & Loan Association
90	NOR-CAR Federal Credit Union	457	Scottdale Bank & Trust Company (The)
492	North Penn Savings & Loan Association	514	Second Federal Savings & Loan Assoc. of Philadelphia
92	Northern Central Bank	464	Second National Bank
373	Northside Bank	460	Second National Bank of Masontown
439	Northumberland National Bank		Security National Bank
93	Northwest Savings Bank	515	Security Savings Association of Hazleton
	<b>O.</b>	335	Sentry Federal Credit Union
		147	Sharon Savings Bank
348	Old Forge Bank	461	
323	Omega Bank, NA	516	
		458	

462 Slovenian Savings & Loan Assoc. of  
Franklin—Conemaugh  
459 Smithfield State Bank  
486 Somerset Trust Company  
469 Spring Hill Savings Bank, FSB  
111 Southwest National Bank of PA  
316 Sovereign Bank, FSB  
465 St. Edmond's Savings and Loan  
Association  
518 Standard Savings Bank  
529 Suburban Community Bank  
466 Suburban Federal Savings Bank  
158 1st Summit Bank  
485 Summit Bank  
517 Sun Bank  
236 Swineford National Bank

**T.**

26 Third Federal Savings Bank  
150 Three Rivers Bank & Trust Company  
468 Troy Hill Federal Savings Bank  
467 Turbotville National Bank (The)  
313 Twin Rivers Community Bank

**U.**

113 Union Bank and Trust Company  
481 Union Building and Loan Savings Bank  
232 Union National Bank & Trust Co.  
483 Union National Bank of Mount Carmel  
(The)  
133 Union National Bank of Mount Joy  
243 Unitas National Bank  
472 United Bank of Philadelphia  
475 United Savings Bank  
116 United States National Bank  
117 United Valley Bank

**V.****W.**

119 Washington Federal Savings Bank  
121 Wayne Bank  
122 West Milton State Bank  
494 West View Savings Bank  
473 Westmoreland Federal Savings and Loan  
Assoc. of Latrobe  
476 William Penn Savings and Loan  
Association  
123 Williamsport National Bank  
474 Willow Grove Bank  
160 Wilmington Trust of PA  
272 Woodlands Bank

**X.****Y.**

124 York Bank and Trust Company (The)

**Z.**

ELAINE M. BIXLER  
*Secretary*  
*The Disciplinary Board of the*  
*Supreme Court of Pennsylvania*

[Pa.B. Doc. No. 98-625. Filed for public inspection April 24, 1998, 9:00 a.m.]

## Title 252—ALLEGHENY COUNTY RULES

### ALLEGHENY COUNTY

**Family Division; Rule for Actions of Custody,  
Partial Custody and Visitation of Minor Children;  
Administrative Doc. No. 85 of 1998**

#### Administrative Order of Court

*And Now*, this 2nd day of April, 1998, it appearing that the Allegheny County Court of Common Pleas Family Division has promulgated Local Rules for Actions of Custody, Partial Custody and Visitation of Minor Children which amends the Allegheny County Local Rules for Family Division, it is hereby *Ordered* that these rules shall be filed and certified by the prothonotary pursuant to Pa.R.C.P. 239., and shall be effective 30 days after publication in the *Pennsylvania Bulletin*. Copies are available for review in the prothonotary's office.

*By the Court*

MAX BAER,  
*Administrative Judge*

#### Local Rule for Actions of Custody, Partial Custody and Visitation of Minor Children

##### Rule 1915.1(a)(1). Scope.

This rule shall be applicable to all actions for custody, partial custody and visitation whether filed as an independent cause of action or as a count in a related proceeding.

i. All individuals with standing to pursue an action for custody, partial custody or visitation with children from birth to age 17 shall complete the custody education program for adults ("Lighthouse").

ii. All children ages 6 to 17 who are in the care of a party(ies) ("Children") shall participate in an interactive group program for children ("Sandcastles<sup>TM</sup>").

iii. Parties also shall participate fully in the mediation program ("Generations") operated by Family Division. Additionally, step-parents, step-children, grandparents and the like may also participate in Lighthouse or Sandcastles<sup>TM</sup>, upon consent of all parties.

##### Rule 1915.1(b). Definitions.

i. "Generations" means the orientation mediation program established by the Allegheny County Family Division pursuant to 23 Pa.C.S.A. 3901-3904. This "Center" is located at Suite 400, 4th Floor, Allegheny Building, Pittsburgh, Pennsylvania, 15219, telephone (412) 350-4311, which serves as the Family Division Administrative Office for the Generations Program.

ii. "Lighthouse" means the custody education program for adults pursuing claims for custody.

iii. "Sandcastles<sup>TM</sup>" means the interactive educational program for children ages 6 to 17, run in conjunction with the Lighthouse Program for adults.

iv. "Family Services" means the organization which provides the educational components for Lighthouse and Sandcastles<sup>TM</sup> and is located at 921 Penn Avenue Plaza, 4th Floor, Pittsburgh, Pennsylvania, 15222, telephone (412) 261-3623 extension 48 or 32, which serves as the administrative office for Lighthouse and Sandcastles<sup>TM</sup>.

**Rule 1915.3(b). Rescinded.****Rule 1915.3(c). Commencement of Action/Complaint/Waiver/Fees/Refunds.**

i. Prior to the filing of any divorce complaint containing a count for custody or any complaint for custody, shared custody, partial custody or visitation, or any other court papers seeking to initiate any proceeding to compel, modify, terminate or otherwise affect contact between children and parties, the moving party shall deliver the original of the court paper initiating the custody action to the Generations Center. The Center shall immediately provide the moving party with an Order of Court ("Scheduling Order"), setting forth the dates and times when parties and children shall attend Lighthouse, Sandcastles™, Generations Mediation/Orientation (the "Programs"), a Domestic Violence Waiver form and program descriptions. The Scheduling Order shall also specify the location for the adult and children educational programs, Lighthouse and/or Sandcastles™. The mediation program shall always take place in the "Center." This Scheduling Order is then attached to the original complaint or petition for filing.

ii. Within 6 days of filing, the moving party shall provide the Center with a time stamped copy of the court paper initiating the action and the Scheduling Order.

iii. The moving party shall be solely responsible for insuring that any court paper filed during this process is filed in the same docket number as any previously filed Family Division action involving the same parties, or if necessary, to consolidate separate cases under the oldest number.

iv. No party shall be compelled to attend any portion of these Programs with the opposing party, or to attend Generations at all in cases where either party, or a child of either party, is or has been the subject of domestic violence or child abuse at any time within the past 24 months. In such cases, appropriate arrangements for separate sessions for Lighthouse or Sandcastles™ should be made. These arrangements must be made by calling Family Services. The Center shall be notified personally or by mail through use of a supplied waiver form that the victim of abuse elects not to attend the mediation orientation session. The opposing party shall have the opportunity to contest cancellation of mediation through Motions Court. If mediation does not occur, the case will be set down promptly for a custody/partial custody conciliation before a Domestic Relations Officer.

v. All other requests to waive attendance at any portion of the Programs will require an Order of Court which may be sought through Motions Court, but which will be granted only in exigent circumstances. The moving party shall be responsible for filing any order entered in response to such request, and for service upon the appropriate Programs and the opposing party.

vi. All moving parties who are required to participate in the Lighthouse, Sandcastles™ or Generations Program shall pay all fees required for those Programs.

vii. The moving party shall pay fees for Lighthouse, Sandcastles™ and Generations prior to receiving a Scheduling Order.

viii. Upon receipt of the Scheduling Order, the responding party shall pay fees 7 days prior to the scheduled session.

ix. The fee for Lighthouse is \$40 for each party. The fee for Sandcastles™ is \$30 for each child. Each party shall pay 1/2 of each child's total fee. The fees for Lighthouse

and Sandcastles™ shall be payable to Family Services of Western Pennsylvania by cashiers check, money order or credit card, which may be provided by telephone. No cash or personal checks will be accepted. The moving party may, but is not required, to use Visa to pay for Lighthouse and/or Sandcastles™. To do so, they shall call Family Services prior to obtaining a Scheduling Order to arrange for such payment and request that Family Services notify the Generations Center of payment by credit card.

x. The fee for Generations shall be \$100 for each party. The fee for Generations shall be made payable to the Allegheny County Treasurer named in the Scheduling Order by cashiers check or money order, delivered to the Center. No cash or personal checks will be accepted.

xi. Under exigent circumstances, the court will consider waiver or reduction of fees for those unable to pay. Any such request must be presented through Motions Court and must be accompanied by a verified affidavit of indigence or other proof of economic hardship in accordance with Pa.R.C.P. 240 and 1920.62. Such request must be presented to the court at least 10 days prior to the date set for the applicable Program. The party seeking waiver shall be responsible for filing of any order entered in response to such request, and for service thereupon Family Services, the Generations Center and opposing party.

xii. Under no circumstances will any party or child be permitted to participate in any of the Programs absent timely payment of fees.

xiii. In accordance with the Generations Program Description and Instruction Package, which are available at the Generations Center, fees for the education/mediation program are non-refundable with the following exceptions:

1. Domestic Violence Waivers
2. Signed Custody Consent Order of Court with 7 days notice
3. Petitioner's withdrawal of pleadings with 7 days notice
4. Respondent's fees refunded when Petitioner fails to appear for education and/or mediation session.

**Rule 1915.3(d). Confirmation of Custody.**

i. An order confirming custody to formalize a *de facto* custody arrangement to which there is no contest or opposition may be established through this Court's Motion Court procedure for represented and unrepresented parties.

ii. Any party(ies) may seek confirmation of their current arrangement as a legal and/or physical custody of any child(ren) as follows:

a) A Complaint for Custody must be prepared properly in accordance with Pa.R.C.P. 1915.3, and a true and correct copy must be attached to the Petition for Confirmation of Custody as an exhibit.

b) All parties must be served with movant's Petition for Confirmation of Custody together with the exhibits.

c) All parties are to be provided 7 days notice of the date and time of presentation of movant's petition.

d) If no party appears to oppose movant's petition, the court will grant interim relief confirming custody in movant without prejudice to any party's right to seek reconsideration or modification at any time.

e) If this court has granted such relief, the prothonotary shall accept for filing the Complaint for Custody without a Scheduling Order from the Generations Center if the Complaint for Custody is accompanied by the Petition for Confirmation of Custody together with exhibits and a signed Order of Court confirming custody in the movant. Filing fees charged by this Court's prothonotary for the Complaint for Custody and any other document in reference therein, must be paid unless the party has sought waiver of the fees through the court's established procedure to secure an *in forma pauperis* status.

**Rule 1915.3(e). Grandparents/Third Parties.**

i. A grandparent who wishes to pursue custody or partial custody should refer to the statutory provisions found in 23 Pa.C.S.A. § 5311, 5312, 5313 and 5314, and should carefully review these provisions to insure that he or she has standing to bring an action.

ii. The partial custody claims of grandparents or other third party shall not be scheduled for Lighthouse/Generations or a conference/hearing without obtaining an Order from a Family Division judge through regular or *pro se* motions. Grandparents/third parties who are not represented by an attorney may obtain assistance on how to prepare, serve and file a motion if they meet financial eligibility requirements from the *pro se* volunteer attorney program.

**Rule 1915.4(a). Service/Rescheduling.**

i. The moving party shall be solely responsible for serving the responding party(ies) with true and correct copies of the court's papers initiating the custody action, the Scheduling Order, the Domestic Violence Waiver and the Program descriptions within five days of the date of the Scheduling Order.

ii. The moving party shall also file a Proof of Service indicating the date, time and manner of such service with the court's prothonotary and the Generations Center.

iii. Rescheduling of the education seminar date and/or time for any of the Programs should be sought only when necessary.

iv. No case will be rescheduled for a date longer than 70 days after issuance of the Scheduling Order, except upon Order of Court, which shall be granted only in exigent circumstances. Requests to reschedule a date after expiration of the 70 days should be made through Family Division's Motions Court.

v. Any party desiring to reschedule Lighthouse or Sandcastles™ shall contact Family Services office at (412) 261-3623 extension 48 or 32 to determine several available dates and times.

vi. Any party seeking to reschedule a Generations mediation session must seek rescheduling through Motions Court.

**Rule 1915.4-3. Orientation—Mediation/Confidentiality/Mediator. Qualifications/Conciliation/Psychological Evaluation and Home Study.**

i. Mediators shall have a college degree and either an advanced degree or equivalent experience. Additionally, all mediators without exception shall take a basic 40 hour domestic mediation training seminar conducted by trainers who have been approved by the American Academy of Family Mediators and a basic domestic violence training seminar which has been approved by the American Academy of Family Mediators. All mediators shall carry liability insurance. Mediators shall adhere to the stan-

dards of practice adopted by the American Academy of Family Mediators and the American Bar Association.

a. If at any time prior to or during any mediation session it becomes apparent to the mediator or parties that the mediator has an actual conflict, the mediation shall be discontinued immediately, and a new mediator shall be assigned.

b. No one shall act as a mediator if he or she has provided legal representation, counseling or therapy for the parties or children. Subsequent to the mediation, no mediator shall act as legal counsel or as therapist or expert for parties who took part in the mediation or children who were the subject thereof.

ii. All mediation conducted through Generations shall be "closed." Accordingly, the contents of such mediation shall be confidential. If both parties provide written consents, mediators may, but shall not be required, to discuss such contents with counsel or others. Disclosure by the mediator of anything learned during the mediation process shall be controlled by 42 Pa.C.S.A. § 5949.

iii. No one except parties shall be permitted in the Generations Center's office at the time set for mediation.

iv. At the conclusion of the mediation session, if an agreement is reached, the mediator shall write a Memorandum of Understanding ("Memorandum"). The Memorandum shall not be legally binding upon the parties. Should parties have counsel, they shall be referred to counsel to reduce the Memorandum to a Parenting Agreement and/or Order of Court. Should parties not have counsel, they shall be referred to the Allegheny County Bar Association Lawyer Referral Service ("Lawyer Referral"). Lawyer Referral shall provide each party with the name of an attorney who has agreed to represent the party. Such counsel shall reduce the Memorandum to a mutually agreeable Parenting Agreement and/or Order of Court for a flat fee of \$100 per party. Counsel shall be responsible for no other action on behalf of the party and need not enter an appearance with this court.

v. In the event no resolution results from mediation, the parties may consent to continue to mediate with the same mediator, or by consent the parties may choose a different Generations mediator. Up to an additional 6 hours of mediation may be scheduled for a fee of \$100 per hour at \$50 per party. Absent consent to an alternative arrangement or Order of Court, each party shall be responsible for their own fee.

vi. If at any time during these 6 additional hours of mediation the parties are able to reach a Memorandum of Understanding, which, in turn, is reduced to a Parenting Agreement and/or Order of Court, or should the mediator in his or her sole discretion declare that the mediation is at a permanent and irrevocable impasse and should be terminated, the mediator shall refund to each party \$50 for each full hour not used during the mediation.

vii. Parties who elect to litigate the custody issue shall be required to present a praecipe to schedule a conciliation with one of the court's custody Domestic Relations Officers ("DROs"). This praecipe must be presented to the Generations Center and must have a copy of the certificate of completion of mediation attached.

viii. Partial custody establishments, modification and contempt which are not settled by the DROs will be listed for a hearing.

ix. Custody cases which are not resolved by the DROs may be referred by the DRO for psychological evaluation

and home study. After the evaluations are completed, the parties may praecipe for conciliation before a judge.

x. Parties who did not elect to pursue litigation at the completion of their mandatory mediation orientation session and who subsequently determine that they may need to return to litigation, may obtain a conciliation by filing a praecipe, a copy of the certificate of completion of mediation, and a copy of the underlying pleading with the Generations Center.

xi. Parties who have never been through the Lighthouse and Generations Programs and wish to proceed directly to a conciliation must obtain an order permitting them to do so from the judge in either regular or *pro se*, motions.

xii. Where the parties have gone to education but not to mediation (i.e., because the mediation was canceled because the parties had a consent order, or the parties were previously waived from mediation by a judge and a court order was issued following conciliation/hearing, etc.) the case will automatically be scheduled for mediation orientation only, and the petitioner will be provided an appropriate Scheduling Order. Petitioner and respondent will pay fees as stated above in the usual case.

xiii. For parties who attended mediation orientation more than one year ago, whether they now have a new action (i.e., the case that initially brought them to mediation was establishment and now they seek modification or enforcement) or they need to resolve finally the action that originally brought them to mediation orientation (i.e., they initially mediated the issue of establishment but never turned the memorandum into a consent order), they will automatically be scheduled for mediation orientation as set forth above.

xiv. For parties who attended mediation orientation less than one year ago, they may file a praecipe for conciliation and proceed through the court process.

**Rule 1915.9(a). Pre-Trial Procedures.**

i. Preliminary Objections shall be argued in conformity with local rule 1930(b).

ii. Pre-Trial Statements

(a) In all actions for full and partial custody, the parties shall be in conformity with the pre-trial order issued by the assigned judge.

**Rule 1915.12(a)(1). Civil Contempt for Disobedience of Custody Order, Petition, Service or Order.**

i. The agency to be named in the notice accompanying a petition for civil contempt shall be: Lawyer Referral Service, 920 City-County Building, Pittsburgh, PA, 15219, telephone (412) 261-0518.

**Rule 1915.14(a). Noncompliance/Contempt/Arrest.**

i. If the moving party fails to pay fees as specified, fails to appear for Lighthouse or Generations or fails to insure that any child within their physical custody appears for Sandcastles™, the custody action shall be dismissed without prejudice and any fees paid by such party shall be forfeited.

ii. Should the non-moving party fail to pay fees as specified, fail to appear for Lighthouse or Generations or fail to insure that any child within their physical custody appears for Sandcastles™, an immediate rule to show cause why such party should not be held in contempt shall issue from this court. Such rule shall be returnable on a date certain within 14 days. Such party shall then be required to appear in court to show cause why they

should not be held in contempt and suffer sanctions for failure to pay or appear. Any party failing to appear in court in accordance with the rule to show cause shall have a bench warrant for their arrest issued, and shall be arrested by the Allegheny County Sheriff's Office and brought before this court.

**Rule 1915.15(a)(1). Form of Complaint/Caption/Order.**

i. The agency to be named in the order of court accompanying the complaint shall be: Lawyer Referral Service, 920 City-County Building, Pittsburgh, PA 15219, telephone (412) 261-0518.

**Rule 1915.16(c). Form of Order and Notice, Joinder, Intervention.**

i. The agency to be named in the order of court and notice under this rule shall be: Lawyer Referral Service, 920 City-County Building, Pittsburgh, PA, 15219, telephone (412) 261-0518.

[Pa.B. Doc. No. 98-626. Filed for public inspection April 24, 1998, 9:00 a.m.]

## Title 25—LOCAL COURT RULES

### SCHUYLKILL COUNTY

#### Amendments to Rules of Civil Procedure

*And Now*, this 9th day of April, 1998, at 9:10 a.m., the Court hereby amends Schuylkill County Civil Rules of Procedure 206A(a) and (e), Rule 211 and Rule 1035 for use in the Court of Common Pleas of Schuylkill County, Pennsylvania (21st Judicial District). These rules shall be effective thirty days after publication in the *Pennsylvania Bulletin*.

The Prothonotary of Schuylkill County is Ordered and Directed to do the following:

1) File ten (10) certified copies of this Order and Rule with the Administrative Office of Pennsylvania Courts.

2) File two (2) certified copies of this Order and Rule with the Legislative Reference Bureau for publication in the *Pennsylvania Bulletin*.

3) File one (1) certified copy of this Order and Rule with the Pennsylvania Civil Procedural Rules Committee.

4) Forward one (1) copy to the Schuylkill County Law Library for publication in the *Schuylkill Legal Record*.

5) Keep continuously available for public inspection copies of this Order and Rule.

*By the Court*

WILLIAM E. BALDWIN,  
*President Judge*

**Rule 206A. Motions.**

(a) All motions or petitions for appointment, and for all miscellaneous matters, shall be governed by this rule. Motion for judgment of non pros shall follow petition practice and comply with PA State Rule 206.6.

(e) Every motion not certified as uncontested shall be accompanied by a memorandum containing a concise statement of the legal contentions and authorities relied upon in support of the motion and an affidavit of service

upon the party against whom relief is sought, or to his attorney. Any party opposing the motion shall file and serve such answer or other response that may be appropriate, a memorandum in opposition, and an affidavit of service upon the other party within twenty (20) days after service of the originating motion and supporting brief, unless the Pennsylvania Rules of Civil Procedure mandate a period of time different than twenty (20) days. In the absence of timely response, the motion may be treated as uncontested. The Court may require or permit further briefing, if appropriate.

**Rule 211. Argument/Oral Argument.**

Unless otherwise requested by counsel in writing all matters will be decided based upon the written arguments set forth in the briefs of the litigants. Requests for oral argument shall be submitted in writing to the assigned judge, or when there has not been a specific assignment to the Court Administrator, and shall be submitted not later than the date that the last brief is due to be filed. Requests for oral argument shall include an explanation providing the reason that the argument contained in the brief does not adequately address the issue. Failure to request oral argument in writing, including matters in which argument is required by rule (e.g. Pa.R.C.P. 1910.12(g)), will be deemed by the court to constitute an agreement by the parties to waive oral argument, and allow disposition on the record.

**Rule 1035. Motion for Summary Judgment.**

A motion for summary judgment shall be accompanied by a praecipe to transmit pursuant to Sch.R.C.P. 205.3 indicating that the matter can be disposed of on the record and shall further be accompanied by the brief of the moving party. The answer and brief of any opposing party shall be filed within thirty (30) days after service of the original motion.

[Pa.B. Doc. No. 98-627. Filed for public inspection April 24, 1998, 9:00 a.m.]

## DISCIPLINARY BOARD OF THE SUPREME COURT

### Collection Fee and Late Payment Penalty for 1998-1999 Registration Year

Notice is hereby given of the establishment by The Disciplinary Board of the Supreme Court of Pennsylvania for the 1998-1999 registration year of the collection fee for checks in payment of the annual registration fee for attorneys that are dishonored and the late payment penalty for registrations not received on time.

Pennsylvania Rule of Disciplinary Enforcement 219(d)(2) provides that, where a check in payment of the annual registration fee for attorneys has been returned to the Board unpaid, a collection fee established annually by the Board must be paid before the annual registration fee shall be deemed to have been paid. The Board has established the collection fee for the 1998-1999 registration year as \$50 per returned item.

Pa.R.D.E. 219(h)(2) provides that a late payment penalty established annually by the Board must be paid by an attorney who fails to timely file an annual registration statement before the attorney shall be considered on active status for the new registration year. The Board has established the late payment penalty for the 1998-1999 registration year as \$50.

ELAINE M. BIXLER,  
*Secretary and Executive Director*  
*The Disciplinary Board of the*  
*Supreme Court of Pennsylvania*

[Pa.B. Doc. No. 98-628. Filed for public inspection April 24, 1998, 9:00 a.m.]