

00-776-CD
MOSHAWON CONSTRUCTION, INC. -VS- ELAINE DONLEY

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-776-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Elaine Donley	MAG. DIST. NO. OR NAME OF D.J. 46-3-04		
ADDRESS OF APPELLANT P.O. Box 294	CITY Houtzdale	STATE Pennsylvania	ZIP CODE 16651
DATE OF JUDGMENT June 12, 2000	<small>(In the case of Plaintiff)</small> Moshannon Construction, Inc. vs. Elaine Donley <small>(Defendant)</small>		
CLAIM NO. CV 19-0000091-00	<small>SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT</small> 		
LT 19			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>		<p>If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	
<small>Signature of Prothonotary or Deputy</small>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Moshannon Construction, Inc., appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 00-776-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

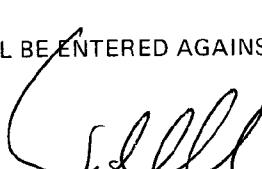
RULE: To Moshannon Construction, Inc., appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: June 30, 2000


Signature of Prothonotary or Deputy

FILED

REC'D
JUN 30 2000
9:45 AM
William A. Shaw
Prothonotary
80-1
BY

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 19_____, by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to
whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19_____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS
Address: **430 SPRING STREET**
P.O. BOX 362
HOOTZDALE, PA

Telephone: (814) 378-7160

16651-0362**ATTORNEY DEF PRIVATE :****GIRARD KASUBICK, ATTORNEY**
611 BRISBIN ST.
HOOTZDALE, PA 16651**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

MOSHANNON CONSTRUCTION INC
P.O. BOX 497
MADERA, PA 16661

VS.

DEFENDANT:

NAME and ADDRESS

DONLEY, ELAINE
P.O. BOX 294
HOOTZDALE, PA 16651Docket No.: **CV-0000091-00**
Date Filed: **5/09/00****THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **MOSHANNON CONSTRUCTION INC**

Judgment was entered against: (Name) **DONLEY, ELAINE**

in the amount of \$ **5,029.41** on:(Date of Judgment) **6/12/00** Defendants are jointly and severally liable.

(Date & Time)

 Damages will be assessed on: This case dismissed without prejudice. Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____ Levy is stayed for _____ days or generally stayed. Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 4,931.91
Judgment Costs	\$ 97.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,029.41
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:

Place:

Time:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

6-12-00 Date _____, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

AOPC 315-99

2006

SEAL

TOTAL P.01

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 00-776-CD, upon the District Justice designated therein on (date of service) 06/30/00, by personal service by (certified) ~~registered~~ mail, sender's receipt attached hereto, and upon the appellee, (name) Moshannon Construction, Inc. on 06/30/00, by personal service by (certified) ~~registered~~ mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on 06/30/00, by personal service by (certified) ~~registered~~ mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 30th DAY OF June, 2000. xx

Girard Kasubick

Signature of official before whom affidavit was made

Title of official Notary Public
My commission expires on June 8, 2003

Notarial Seal	
Girard Kasubick, Notary Public	
Houtzdale Boro, Clearfield County	
My Commission Expires June 8, 2003	

Shelby Podliski

Shelby Podliski

Signature of affiant

FILED

JUL 03 2000

3/2101 W

William A. Shaw

Prothonotary

W.C.C.

0008025100

1297A

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-776-CO

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Elaine Donley		MAG. DIST. NO. OR NAME OF D.J. 46-3-04		
ADDRESS OF APPELLANT P.O. Box 294		CITY Houtzdale	STATE Pennsylvania	ZIP CODE 16651
DATE OF JUDGMENT June 12, 2000	IN THE CASE OF (Plaintiff) Moshannon Construction, Inc.	(Defendant) Elaine Donley		
CLAIM NO. CV 49 0000091-00	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.		
<hr/> <i>Signature of Prothonotary or Deputy</i>				

PRAEICE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECLYPE: To Prothonotary

Moshannon Construction, Inc.

Enter rule upon ASHLAND CONSTRUCTION, INC., appellee(s), to file a complaint in this appeal
Name of appellee(s)

Name of appellee(s)

(Common Pleas No. 00-176-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Moshannon Construction, Inc., appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: June 30, 2000

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUN 3 0 20

Attest:

William L. Gray
Prothonotary

P 150 351 129

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to James L. Hawkins - District Justice	
Street & Number 430 Spring Street P.O. Box 362	
Post Office, State, & ZIP Code Houtzdale, PA 16651	
Postage	\$ 33
Certified Fee	140
Special Delivery Fee	—
Restricted Delivery Fee	—
Return Receipt Showing to Whom & Date Delivered	125
Return Receipt Showing to Whom, Date, & Addressee's Address	—
TOTAL Postage & Fees	\$ 258.98
Postmark or Date 2000 USPS	

PS Form 3800, April 1995

P 150 351 130

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Moshannon Construction, Inc.	
Street & Number P.O. Box 497	
Post Office, State, & ZIP Code Madera, PA 16661	
Postage	\$ 33
Certified Fee	140
Special Delivery Fee	—
Restricted Delivery Fee	—
Return Receipt Showing to Whom & Date Delivered	125
Return Receipt Showing to Whom, Date, & Addressee's Address	—
TOTAL Postage & Fees	\$ 258
Postmark or Date 2000 USPS	

PS Form 3800, April 1995

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS
Address: **430 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

JAMES L. HAWKINS
430 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA 16651-0362

3
NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **MOSHANNON CONSTRUCTION INC**
NAME and ADDRESS

P.O. BOX 497
MADERA, PA 16661

DEFENDANT: **DONLEY, ELAINE**
NAME and ADDRESS

P.O. BOX 294
HOUTZDALE, PA 16651

Docket No.: **CV-0000091-00**
Date Filed: **5/09/00**



06-776-CP

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

Judgment was entered for: (Name) **MOSHANNON CONSTRUCTION INC**

Judgment was entered against: (Name) **DONLEY, ELAINE**

in the amount of \$ **5,029.41** on: (Date of Judgment) **6/12/00**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice.

Amount of Judgment	\$ 4,931.91
Judgment Costs	\$ 97.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,029.41

Amount of Judgment Subject to
Attachment/Act 5 of 1996 \$ _____

Post Judgment Credits \$ _____
Post Judgment Costs \$ _____

Levy is stayed for _____ days or generally stayed.

=====

Objection to levy has been filed and hearing will be held:

Certified Judgment Total \$ _____

Date: _____

Place: _____

Time: _____

FILED

JUL 05 2000

13:00/4
William A. Shaw
PROTHONOTARY

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

6-12-00 Date James C. Cullin, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

7-3-00 Date James C. Cullin, District Justice

My commission expires first Monday of January,

2006

SEAL

(4)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs. : NO. 2000-776-CD
ELAINE DONLEY, :
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641

FILED

JUL 20 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs. : NO. 2000-776-CD

ELAINE DONLEY,
Defendant :
:

COMPLAINT

AND NOW , comes the plaintiff, Moshannon Construction, Inc., who by and through its attorney, John R. Carfley, Esquire, sets forth a claim against the defendant, the following of which is a statement:

1. The plaintiff is Moshannon Construction, Inc., a Pennsylvania Corporation with its principal office located at P. O. Box 497, Madera, Clearfield County, Pennsylvania.

2. The defendant is Elaine Donley, an adult individual, presently residing at Houtzdale, Clearfield County, Pennsylvania.

3. In the spring of 1999, plaintiff and defendant entered into an oral contract wherein the plaintiff was to pave the parking area in front of the beer distributorship owned by the defendant using 2 inch base and 1½ inch top mix. Said project was to be completed for the fixed contract price of \$4,600.00.

4. Midway through the job defendant requested that plaintiff provide her with an estimate for paving the parking areas at or around her home. An estimate of \$5,400.00 was provided to the defendant which price included base material needed at the lower end of the driveway and a 1½ inch cap for the entire driveway.

5. Within a matter of days Defendant contacted the plaintiff and authorized the plaintiff to proceed to complete the residential project and was once again advised that the total for the two projects was \$10,000.00.

6. Defendant was further advised that no guarantees were provided to the customer for cosmetic blemishes in the blacktop provided which was to be provided by an independent contractor.

6. Having been fully apprised of these limitations, defendant authorized the plaintiff to proceed and within several days construction crews were moved by the plaintiff onto the residential site.

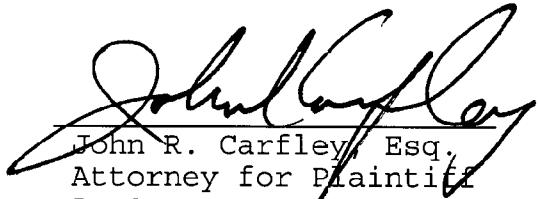
7. During the course of the work provided on the project certain problems occurred which required plaintiff to renegotiate the contract from a fixed price contract to a cost plus contract all of which was fully disclosed to the defendant.

8. At the conclusion of the work performed on the residential property plaintiff provided the defendant with a statement for all services provided, a true and correct copy of said statement being affixed hereto as Exhibit A.

9. To date defendant has paid to the plaintiff the sum of \$7,000.00 leaving a balance due of \$5,931.91.

10. Although demand has been made, defendant refuses and continues to refuse to pay all of the costs associated therewith.

WHEREFORE, PLAINTIFF demands that judgment be entered in favor of the plaintiff and against the defendant in the amount of \$5,931.91, together with interest thereon and costs of this proceeding.



John R. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: July 19, 2000

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

James L. Gossby

Dated: July 19, 2000

7

STATEMENT
COPY
MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 5-3-00

BILLED TO: **Elaine Donley**
Houtzdale, Pa.
16651

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
bal.fwd.	-----	\$5844.25
	Interest from 4-1-00 to 5-1-00-----	87.66
	Total amount due-----	\$5931.91

Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.

Your Check Is Your Receipt

Thank You

2
COPY

STATEMENT

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

BILLED TO: ELAINE DONLEY
HOUTZDALE, PA.
16651

DATE 12/3/99

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
9/24/99	Amount due-----	\$12,065.22
11/1/99	October int.-----	180.98
12/1/99	November int.-----	183.69
	Total amount due-----	\$12,429.89
Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.		

Your Check Is Your Receipt

Thank You

NEW STATEMENT with HAULING included.

FILED

11/20/2000
Ottis C. Cately
William A. Shaw
Prothonotary

⑤

LEHMAN & KASUBICK

611 BRISBIN STREET
HOUTZDALE, PA 16651

(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., : No.: 00-776-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
ELAINE DONLEY, : Answer, New Matter,
Defendant : and Counterclaim
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

FILED

AUG 10 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: :
vs. : No. 00-776-CD
: :
ELAINE DONLEY, :
Defendant :
: :

NOTICE TO PLEAD

To: Moshannon Construction, Inc.

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgement may be entered against you.

Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651
(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: :
vs. : No. 00-776-CD
: :
ELAINE DONLEY, :
Defendant :
: :

ANSWER

AND NOW, comes Defendant, Elaine J. Donley, by and through her Attorney, Girard Kasubick, Esq., and files the following Answer to Plaintiff's Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part and denied in part.

Everything herein is admitted, except it is denied that the base material was only at the lower end of the driveway. It also included a section of base from about the mid-way point of the driveway to the upper end or the upper part of the driveway where it connected with the wider parking area and area in front of the garage.

5. Admitted.

First No. 6. Denied. Prior to commencing work on the residential project, the Defendant did discuss with Francis L. Zapsky that she wanted a "first class job", and Mr. Zapsky assured it would be a "first class job". If Mr. Zapsky did mention cosmetic blemishes, Defendant understood that to mean minor appearance faults.

Second No. 6. Admitted in part and Denied in part. It is denied that the facts herein to any extend claim Plaintiff was not to perform a "first class job" on the residential project as set forth in Answer to First Paragraph No. 6. which is incorporated herein by reference thereto.

7. Admitted in part and denied in part. It is admitted that certain changes in the project occurred and that there would be additional charges. The parties did talk general figures on the extra cost of these changes. It is denied and Defendant does not recall Plaintiff specifically using the term "cost plus contract".

8. Admitted in part and denied in part. It is admitted the Defendant sent a statement upon concluding work. It is denied that that statement attached as Exhibit "A" to the Complaint was such statement. The Plaintiff completed work in or about August 1999, the

first statement sent to the Defendant was dated September 24, 1999, a copy of which is attached hereto and marked Exhibit "A".

9. Denied. The Plaintiff has paid \$5,000.00 in late July or early August, 1999 and then paid \$7,000.00 in January, 2000 for a total of \$12,000.00 for both projects. Out of this money, the Defendant has paid \$7,400.00 on the residential project. The averment of the balance due is a conclusion for which no responsive pleading is required.

10. Denied. Defendant has paid \$12,000.00 to Plaintiff as noted in Answer to Paragraph 9. above which is incorporated herein, by reference thereto.

WHEREFORE, Defendant requests your Honorable Court to enter judgement against Plaintiff and in favor of the Defendant on the Complaint.

NEW MATTER

11. Paragraphs 1 through 10 of Plaintiff's Answer are incorporated herein by reference thereto.

12. Upon completion of work on residential project Defendant did make complaints to Francis L. Zapsky concerning the workmanship of the project as follows:

- a). There were numerous noticeable seams on pavement top coat or overlay which were unsightly.
- b). The pavement top coat or overlay was porous and the water seeped through the pavement.
- c). There were areas in the parking area and garage area where water did not run off, but laid there after raining until it seeped through the porous pavement.

13. The Defendant and the Plaintiff were unable to work out a solution to correct the defects in the project agreeable to both sides.

14. It is averred that the workmanship of the plaintiff on the residential project was not performed under reasonable standards for the business of a paving contractor and the problems were more than cosmetic in nature, and that there is a breach of warranty for a particular purpose for the job performed by Plaintiff.

WHEREFORE, Defendant requests your Honorable Court to find judgment in favor of Defendant and against the Plaintiff.

COUNTERCLAIM

AND NOW, comes Elaine Donley by and through her Attorney, Girard Kasubick, Esq. and files the following Counterclaim:

15. Paragraph 1 through 14 of this Answer and New Matter are incorporated herein by reference thereto.

16. The workmanship of the Plaintiff on the residential project was inadequate for draining water in the parking area and in front of the garage.

17. The top-coat or overlay of pavement the Plaintiff was to place on the residential project was to be 1 $\frac{1}{2}$ inches thick, but it is not that thick and is so porous that it is breaking away after less than one year.

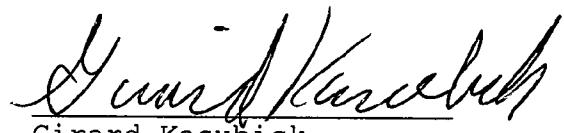
18. To make the residential project "first class", as Defendant requested and as Plaintiff assured her and to meet the specifications promised by Plaintiff would require some removal of the work of Plaintiff from the parking and garage area and a complete resurfacing of the top-coat or overlay of pavement.

19. The cost to complete the work on the residential project in a manner agreed to between Plaintiff and Defendant and in a workmanlike manner would

be Five Thousand four hundred eighty (\$5,480.00) dollars as shown on the estimated obtained by Defendant from Russell Paving an attached hereto as Defendant's Exhibit "B".

20. the Defendant counterclaims in the amount of Five thousand four hundred eighty (\$5,480.00) against Plaintiff to complete the residential project in a proper and workmanlike manner.

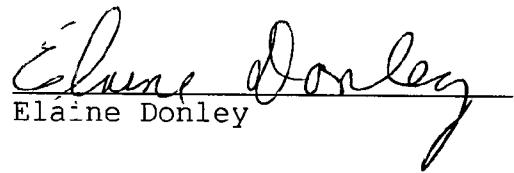
WHEREFORE Defendant request your Honorable Court to enter judgement in favor of Defendant and against Plaintiff in the amcunt of Five thousand four hundred eighty (\$5,480.00) dollars plus costs and interest.



Girard Kasubick
Girard Kasubick
Attorney for Defendant

VERIFICATION

I verify that the statements made in the foregoing Answers, New Matter, and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


Elaine Donley

STATEMENT

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661
PHONE: 814/378-8471

BILLED TO : DONLEY DISTRIBUTORS
HOUTZDALE, PA.
16651

DATE 9/24/99

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
9/24/99	Paving and misc. work. (list attached) ----- Amount prepaid ----- Total amount due -----	\$16813.75 \$.5000.00 \$11813.75

Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.

Your Check Is Your Receipt

Thank You

Exhibit "A"

RUSSELL PAVING

DIVISION OF NEW ENTERPRISE STONE & LIME CO., INC.



RR1, Box 67, West Decatur, PA 16878 - 814-342-4934

ESTIMATE/PROPOSAL

To: **Elaine Donley
P.O. Box 294
Houtzdale, PA 16651**

Date June 28, 2000

Job Location. _____

This proposal is for asphalt paving driveway. Material to be used will be 1 1/2" of Asphalt Top (ID2). We will do all clean up, prep work, milling out entire area in front of garage doors for proper water drainage, tack oil and any other related work for a complete overlay paving job. Total area to be paved is approximately 835 square yards with 72 tons of Asphalt Top (ID2).

TOTAL **\$ 5,480.00**

CONDITIONS:

1. The above estimate/proposal is subject to all terms and conditions set forth herein and to any sketches or drawings on the reverse side of this form, or any referral to sketches or drawings that are to be included and become a part of this estimate/proposal, all such information to be agreed upon before acceptance by the Customer Representative.
2. This estimate/proposal includes only the materials and services specified above. Any deviation therefrom will be charged according to the accepted unit prices, or in case of a Lump Sum Contract, any additional work not included herein will be charged at an appropriate unit of measure to be determined by the Seller, and agreed upon by the Customer Representative. No additional work will be done without the written approval of the Customer Representative clearly defining the scope of the work and the additional prices to be charged.
3. This estimate/proposal is void if not accepted within 30 days from date written above.

TERMS:

1. Service Charge of 1.5% per month (18% annually) will be applied to all amounts over 30 days past due.
2. Net. All materials and services due upon completion of the work and/or when invoice.

This constitutes the entire agreement between Russell Paving and the Customer indicated above.

Accepted this _____ day of _____ 20 _____. By _____

(Customer Representative)

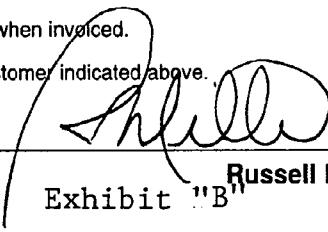

Russell Paving

Exhibit "B"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No.: 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., forwarded a copy of the Answer, New Matter, and Counterclaim to counsel of record listed below by United States mail, postage prepaid on August 10th, 2000, at the following address:

John R. Carfley, Esq.
P.O. Box 249
Philipsburg, PA 16866



Girard Kasubick, Esquire,
Attorney for Defendant

REF ID: B
OCT 10 2000
AUG 10 2000

William A. Shaw
Prothonotary
100th Ad. Kanabie

(6)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs. : NO. 2000-776-CD

ELAINE DONLEY,
Defendant :

PLAINTIFF'S ANSWER TO NEW MATTER AND COUNTERCLAIM OF DEFENDANT

AND NOW, comes the plaintiff, Moshannon Construction, Inc., which by and through its attorney, John R. Carfley, Esquire, responds to the New Matter and Counterclaim of the defendant as follows:

NEW MATTER

11. The averments of Paragraphs 1 through 10 of Plaintiff's Complaint insofar as they may be needed to rebut the averments contained in Defendant's Answer are incorporated herein as fully as though set forth at length.

12. It is admitted that when the Plaintiff completed work on the residential property Defendant complained about the workmanship on the project. It is further admitted that part of these complaints were as stated in Paragraph a. It is denied, however, that upon completion of the work Defendant's complaints were as set forth in Sub-Paragraphs b and c of the New Matter. By way of further answer it is averred that no complaints with respect to the porous nature of the pavement or areas where the water did not adequately drain were made until recently when the matter was

presented to the District Magistrate for disposition. By way of further answer it is averred that upon completion of the commercial project at defendant's distributorship, questions concerning the seams remaining in the commercial parking lot were discussed by plaintiff and defendant. It is averred, however, that the plaintiff specifically advised the defendant that seams were impossible to eradicate in a paving job of the size involved at this site and would be noticeable in almost any such project no matter how the product was applied or by whom. At that time defendant advised plaintiff that she intended to reconsider whether she wished to proceed with the completion of the residential project. To the best of Plaintiff's knowledge, information and belief defendant did reconsider and, in fact, took almost one week to review the situation before advising the plaintiff to proceed. It is, therefore, believed that at that time defendant knew full well that seams would appear in a paving job of the size and type requested by the defendant. Plaintiff also informed defendant at that time and prior to the commencement of any work on the residential property that the quality of the product being supplied was something over which plaintiff had no control since this product was provided by an independent contractor, to wit: New Enterprise Stone and Lime located in Tyrone, Pennsylvania. Knowing all of this and having been advised of the potential for problems of the kind discussed, defendant authorized plaintiff to proceed with the residential property based on contract terms and conditions agreed upon.

13. It is admitted that the plaintiff and defendant were

unable to work out a solution to effect the replacement of pavement at the site since it is plaintiff's position that there were no defects in either the commercial or residential lots and the only noticeable areas of concern to the defendant to wit: the seams and the coarseness of the product applied, had already been explained to the defendant prior to the commencement of the work at the residential site.

14. It is specifically denied that the workmanship of the plaintiff on either the residential project or the commercial project was substandard or less than the standard which would be acceptable in the trade in this area. By way of further answer it is averred that the problems which now exist on site are cosmetic in nature, were fully explained to the defendant prior to the commencement of the project, and were not of such a nature as a breach of warranty. Insofar as relevant proof of any breach of warranty or of defendant's inability to use the lots for the purpose for which they were intended is demanded at time of trial.

WHEREFORE, PLAINTIFF requests that judgment be entered in favor of the plaintiff and against the defendant consistent with the prayer of plaintiff's complaint, the averments of which are incorporated herein by reference as fully as though set forth at length.

COUNTERCLAIM

AND NOW comes the plaintiff, Moshannon Construction, Inc., which by and through its attorney, John R. Carfley, Esquire, responds to the Defendant's Counterclaim in the following manner:

15. The averments of Paragraphs 1 through 14 of the Plaintiff's complaint and the reply to the Defendant's New Matter are incorporated herein by reference as fully as though set forth at length.

16. It is denied that the workmanship of the plaintiff on the residential project was inadequate or defective or, in any way resulted in recurring problems at the lot. It is further specifically denied that the work of the plaintiff in any way accounted for drainage problems from the parking area and/or in front of the garage.

17. It is admitted that the top coat or overlayment of pavement was to be 1½ inches thick. It is specifically denied that the overlayment is thinner than that requested and/or that it is otherwise porous and insofar as relevant proof thereof is demanded at time of trial. By way of further answer it is averred that plaintiff placed the order for these materials through New Enterprise, and was provided with proof that the quantity ordered would be sufficient to allow plaintiff to place 1½ inches of overlayment on the entire lot. Based on this information it is averred that at least 1½ inches of overlayment on average was applied at the site. Insofar as the averments of this paragraph relate to the porous nature of the material this lies in an area

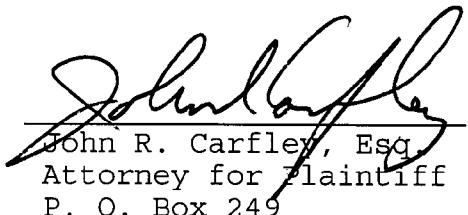
outside the expertise of the plaintiff in that the product supplied was supplied by an outside contractor over whom plaintiff had no control. Insofar as relevant proof of the defective nature of the product is demanded at time of trial.

18. Denied. On the contrary it is averred that after reasonable investigation, plaintiff is without knowledge sufficient to form a belief as to the truth of the averments set forth in Paragraph 18 with respect to the removal of the product and/or the replacement and resurfacing of the top coat or overlayment of pavement and/or the cost thereof and insofar as relevant, proof thereof is demanded at time of trial.

19. Denied. On the contrary it is averred that after reasonable investigation, plaintiff is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

20. Denied. On the contrary it is averred that after reasonable investigation, plaintiff is without knowledge sufficient to form a belief as to the truth of the averment set forth herein, the sole and exclusive means of proof being within the care and control of the defendant. Insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, PLAINTIFF requests that judgment be entered in favor of the plaintiff and against the defendant consistent with the prayer of plaintiff's complaint, the averments of which are incorporated herein by reference as fully as though set forth at length.



John R. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: August 28, 2000

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Francis L. Zgorsky

Dated: August 24, 2000

FILED

REC'D
AUG 12 2000
AUG 29 2000

William A. Shaw
Prothonotary

cc to att.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs. : NO. 2000-776-CD

ELAINE DONLEY,
Defendant :

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, hereby certify that I served a true and correct copy of Plaintiff's Answer to New Matter and Counterclaim upon the following counsel for defendant by United States First Class Mail, postage prepaid on August 29, 2000.

Girard Kasubick, Esq.
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, Pa., 16651


John R. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

AUG 29 2000

William A. Shaw
Prothonotary

FILED

01/23/00

AM 29 2000

W.A. Shaw

Prothonotary

DOC

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY:

DATE: 2/28/01

CASE NUMBER	TYPE	TRIAL REQUESTED	ESTIMATED TRIAL TIME
No. 2000-776-CD	() Jury (x) Non-Jury		
	(x) Arbitration		1/2 Day
Date Complaint Filed: <u>7/20/00</u>		Amended Complaint Filed	

PLAINTIFFS

MOSHANNON CONTRUCTION, INC.

()

DEFENDANTS

ELAINE DONLEY

()

Check Block if
a Minor is a
Party to the
Case.

ADDITIONAL DEFENDANTS

None

()

JURY DEMAND FILED BY:

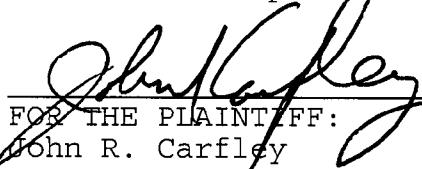
DATE JURY DEMAND FILED:

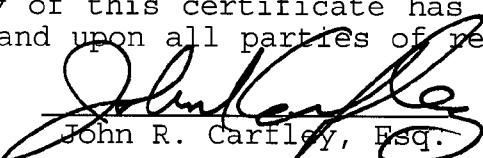
Attorney for Plaintiff
JOHN R. CARFLEY, ESQ.

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
more than: \$6,000.00	() yes (x) no	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST:

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.


FOR THE PLAINTIFF:
John R. Carfley


TELEPHONE NUMBER
(814) 342-5581

FOR THE DEFENDANT
Girard Kasubick, Esq.

TELEPHONE NUMBER
(814) 378-7840

FILED

MAR 02 2001
11:30 AM
William A. Shaw
Prothonotary Copy CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC.
Plaintiff

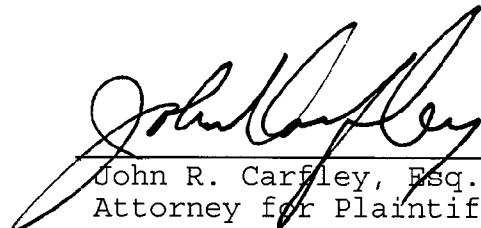
vs. : NO. 2000-776-CD

ELAINE DONLEY,
Defendant :

CERTIFICATE OF SERVICE

I, John R. Carfley, Esquire, hereby certify that I served a true and correct copy of Plaintiff Certificate of Readiness upon the following counsel for defendant by United States First Class Mail, postage prepaid on February 23, 2001.

Girard Kasubick, Esq.
LEHMAN & KASUBICK
611 Brisbin Street
Houtzdale, Pa., 16651



John R. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHCNE: (814) 765-2641
FAX: 1-814-765-6089 7449

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 2, 2001

John R. Carfley, Esquire
Attorney at Law
Post Office Box 249
Philipsburg, PA 16866

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

RE: MOSHANNON CONSTRUCTION, INC.

vs.

ELAINE DONLEY
No. 00-76-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, June 5, 2001. The following have been appointed to the Board of Arbitrators:

Laurance B. Seaman, Esquire
F. Cortez Bell, III, Esquire
Theron G. Noble, Esquire
Mark A. Falvo, Esquire
Cynthia B. Stewart, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration hearing.

Very truly yours,

A handwritten signature in black ink that reads "Marcy Kelley".

Marcy Kelley
Deputy Court Administrator

FILED

APR 12 2001

William A. Shaw
Presbiterian



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~2649~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 18, 2001

John R. Carfley, Esquire
Attorney at Law
Post Office Box 249
Philipsburg, PA 16866

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

RE: MOSHANNON CONSTRUCTION, INC.
vs.
ELAINE DONLEY
No. 00-766-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Tuesday, June 5, 2001 at 8:30 A.M. The following have been appointed as Arbitrators:

Richard H. Milgrub, Esquire, Chairman
F. Cortez Bell, III, Esquire
Theron G. Noble, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,

Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: Richard H. Milgrub, Esquire
F. Cortez Bell, III, Esquire
Theron G. Noble, Esquire

File No
11-23-51
A
S
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs.

: NO. 2000-776-CD

ELAINE DONLEY,
Defendant

: Document Filed:
PRE-TRIAL MEMORANDUM

: Filed on behalf of:
Plaintiff

: Counsel for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

RECEIVED

MAY 29 2001

**COURT ADMINISTRATOR'S
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC. :

Plaintiff, :

-vs- : No. 00-776-CD

ELAINE DONLEY, :
Defendant.

PRE-TRIAL MEMORANDUM

I. BRIEF STATEMENT OF THE CASE

In the spring of 1999, Plaintiff Moshannon Construction, Inc. and Defendant Elaine Donley entered into an oral contract for the paving the of the parking areas in front of Defendant's beer distributorship. The agreement called for 2 inch base and 1 ½ inch top mix and was to be completed for the fixed contract price of \$4,600.00. Prior to the completion of this project, the Defendant requested that Plaintiff provide her with an estimate for the paving of the parking areas at and around her residence in Houtzdale Borough. An estimate of \$5,400.00 was provided to the Defendant, which included the base material needed at the lower end of the driveway and a 1 ½ inch cap for the entire driveway. Shortly thereafter, Defendant contacted the Plaintiff and authorized the completion of the residential project. At that time, Defendant was advised that the total amount due for the completion of the two projects was \$10,000.00. Defendant was further advised that no guarantees would be provided for cosmetic blemishes, which might occur in the blacktop, which was being provided by an independent contractor. After having been fully apprised of these limitations, Defendant authorized the Plaintiff

to proceed with the project and within several days thereafter, construction crews were moved by the Plaintiff onto the residential site. During the course of the work on the project, several problems occurred which required Plaintiff to renegotiate the contract from a fixed price contract to a cost plus contract all of which was fully disclosed to the Defendant. At the conclusion of the work performed on the residential property, Plaintiff provided the Defendant with a statement for all services rendered and the total amount remaining due. To date, Defendant has refused to pay the amount due on this statement resulting in the above captioned legal action.

II. CITATION TO APPLICABLE CASE OR STATUTE

Plaintiff is in agreement with Defendant that no special cases or statutes apply to this case and that the general principles of contract law along with related areas thereto will control.

III. WITNESSES

1. Frances Zapsky
2. Albert Zapsky
3. Marvin Jackson
4. Richard Davis
5. Dennis Collar
6. Michael Coleman
7. Elaine Donley

IV. STATEMENT OF DAMAGES/EXHIBITS

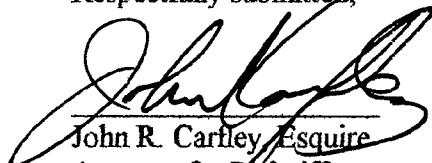
To date, the defendant has paid to the plaintiff the sum of \$7,000.00 leaving an outstanding balance on the project of \$5,931.91.

Exhibits:

1. Report prepared by Michael Coleman dated 8-24-00, regarding the repair of selected areas of the blacktop.

2. Statement from Albert Zapsky to Francis Zapsky dated 8-15-00, regarding the sealing of the Defendant's driveway.
3. Various invoices from New Enterprise Stone & Lime Co., Inc. to Plaintiffs for products ordered for completion of the paving projects.
4. Various statements of charges and credits from Plaintiff to Defendant for amounts due under the oral paving contract.
5. Itemized statement of charges for Defendant's paving projects.
6. Photographs of the residential job site and related site.

Respectfully submitted,



John R. Carfley, Esquire
Attorney for Plaintiffs
P.O. Box 249
Philipsburg, PA 16866
(814) 342-5581

Dated: May 29th, 2001

QUALITY SEALING

copy

PROPOSAL SUBMITTED TO: PO. Box 243
Osceola Mills, PA 16666

MIKE COLEMAN
(814) 339-7270

NAME:		Moshannon Construction Inc.		JOB NAME:		Donley job	
STREET:		P.O. Box 497		STREET:		Rt. 53	
CITY:		Madera, PA. 16661		CITY:		Houtzdale,	
STATE:		Ph. # 378-6112		ARCHITECT:		DATE OF PLANS: 8-24-00	

We hereby submit specifications and estimates for:

Dear Mr. Zapsky,

At your request, I have inspected Donley's driveway, on two occasions. Once before and once after a rain.

The seams are visible, as with any driveway which hasn't been sealed.

The area where driveway meets garage floor, is settling nicely, and, I'm sure will continue to do so.

The only depression I could find was slight and contained a film of water and not a so called "puddle". The area is extremely solid, showing no signs of damage what so ever, from the freeze-thaw cycles of winter.

I agree with you about the rough area at the bottom of the drive, where someone took a core sample. For some reason this area thinned out, sunk, or something. It needs removed and repaired. Also, the owner needs to berm the sides of the drive before more peeling occurs.

Repair rough area.....\$325.00
Seal coat 700s.y. @\$.54/s.y.....\$378.00

Thank You.

• All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Michael Coleman

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature:

Date.

Signature _____

EXHIBIT

may be withdrawn by us if not accepted within _____ days.

MOSHANNON BLACKTOP SEALING

R. R. 1 - Box 316 • Houtzdale, PA 16651
Phone: 378-5116

No. _____
Date 8-15-00
Sheet No. _____

Proposal Submitted To:

Work To Be Performed At:

NAME: <u>Moshannon Construction Inc.</u>	Elaine Donley	
STREET: <u>P.O. Box 497</u>	STREET:	
CITY: <u>Madera</u>	<u>Houtzdale</u>	STATE: <u>PA.</u>
STATE: <u>PA. 16661</u>	DATE OF PLANS: <u>8-15-00</u>	
PHONE: <u>814-378-6112</u>	ARCHITECT:	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Francis,

Your driveway in question, Donley's, is typical of the type we do on a daily basis. Everyone in this business knows that 100% compaction and laser-level parking lots are impossible....if it was possible, I would be out of a job and the material I use to do my work, sealer, wouldn't be on the market. On examination, your job shows no signs of structural damage. Only one slight depression exists, and, is only visible after a rain. There is no depth to this depression which would warrant fixing. The sunken area at the bottom of the drive needs attention, of which we both agree. Also, the edges of the driveway need shoulder material or top soil to prevent more cracking and falling away.

I propose to fix the shady area at the bottom and seal coat the entire 695s.y. of driveway for\$700.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workmanlike manner for the sum of:

Seven hundred..... Dollars (\$ 700.00)

with payment to be made as follows: Half down.....balance due at job completion.

Terms: One half down and balance due within 10 days of completion - 1 1/2% interest charged per month on balance due after 10 days.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by:

Respectfully submitted

Gilbert G. Zapolsky

Per _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If accepted, please sign and return yellow copy.

EXHIBIT

Tables*

2

Signature _____

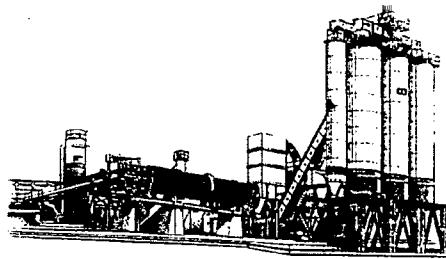
Signature _____

NOTE: This Proposal may be withdrawn by us if not accepted within _____ days.



NEW ENTERPRISE STONE & LIME CO., INC.

Telone Forge (814) 684-6015



SOLD TO Maslennan Constr. P. O. Box 497 Madera Purchase Order # Job Number				PLANT/TICKET NO.
				31-46361
Customer Number 12061				ACCOUNT NO.
MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
1	PCBC "D"	16.06	SELF	SELF

Truck Gross = 52300.0 lbs. 26.19 Tons
 Truck Tare = 20200.0 lbs. 10.10 Tons
 Truck Net = 32100.0 lbs. 16.09 Tons

Load Number Today 2 Today Total = 32.11 Tons

Total Load Number 23 Order Total = 369.39 Tons

08/17/99 06159109

Plant ID: NEW31641
Silo Number: 1

Weight Master: JEFF NARHOOD

RECEIVED BY Jeff N

TRUCKER

CONTROL NO.

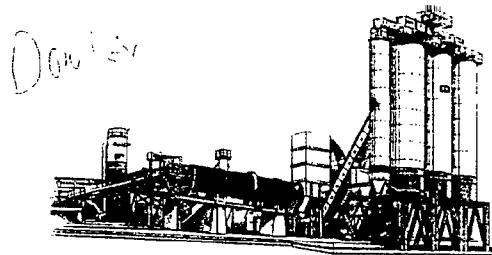
279825

HOT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
WEAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.

EXHIBIT

**NEW ENTERPRISE STONE & LIME CO., INC.**

Tyrone Forge (814) 684-6015



SOLD TO				PLANT/TICKET NO.
Hoshannon Constr. P.O. Box 497 Madera Purchase Order # Job Number				35-56409
				ACCOUNT NO.
				16
MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
1	RCBC "G"	11.06	SELF	self

Truck Gross = 41520.0 Lbs 20.76 Tons

Truck Tare = 19560.0 Lbs 9.79 Tons

Truck Net = 21960.0 Lbs 10.98 Tons

Load Number Today 1 Today Total = 10.98 Tons

Total Load Number 24 Order Total = 270.37 Tons

08/18/99 06157154

Plant ID: NEW31A41

Silo Number: 2

Deigh Master: JEFF NAREHODD

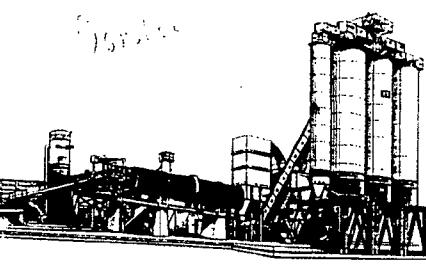
RECEIVED BY Robert J. Davis

TRUCKER

CONTROL NO.

279929

NOT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
WEAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.



NEW ENTERPRISE STONE & LIME CO., INC.

Tyrone Forge (814) 684-6015

SOLD TO				PLANT/TICKET NO.
Moshannon Constr. P.O. Box 497 Madera Purchase Order # Job Number				35-56411
				ACCOUNT NO.
Customer Number 13561			16	
MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
1	PCBC "0"	11.06	SELF	self

Truck Gross = 42080.0 Lbs 21.04 Tons

Truck Tare = 20100.0 Lbs 10.05 Tons

Truck Net = 21980.0 Lbs 10.99 Tons

Load Number Today 2 Today Total = 21.97 Tons

Total Load Number 25 Order Total = 381.36 Tons

08/18/99 06:59:45

Plant ID: NEW31A41

Silic Number: 2

weigh Master: JEFF NAREHOOD

RECEIVED BY Jeffrey S. Dunn

TRUCKER

CONTROL NO.

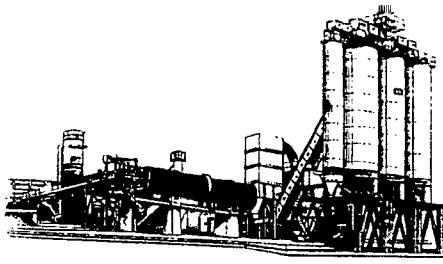
279931

OT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
EAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.



NEW ENTERPRISE STONE & LIME CO., INC.

Lime & Forge (814) 684-6015



SOLD TO

Washington County
P.O. Box 497

Medora

Purchase Order #

Job Number

PLANT/TICKET NO.

34-06300

ACCOUNT NO.

16

Customer Number 13760

MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
1	ECBC "G"	16.06	SELF	self

Truck Gross = 51580.0 lbs 23.79 Tons

Truck Tare = 19540.0 lbs 9.77 Tons

Truck Net = 32040.0 lbs 13.92 Tons

Load Number Today = 1 Today Total = 16.02 Tons

Total Load Number = 22 Order Total = 343.30 Tons

08/17/99 06157135

Client Job Net 31641

Bill Number = 1

John Foster I JETT NAFFHOOT

RECEIVED BY John Foster

TRUCKER

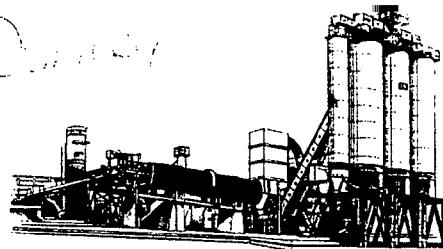
CONTROL NO.

279824

! MIXED ASPHALT CAN CAUSE THERMAL BURNS.
EAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.



NEW ENTERPRISE STONE & LIME CO., INC.



Irondequoit Forge (814) 484-6915

SOLD TO

Moshannon Constr.
P.O. Box 497
Madera
Purchase Order #
Job Number

PLANT/TICKET NO.

35-57617

ACCOUNT NO.

Customer Number 13531

16

MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
	3.5 cu. yd. 2 in. "G" (A4-22)	9.06	SELF	SELF

Truck Gross = 37740.0 Lbs 18.87 Tons

Truck Tare = 19800.0 Lbs 9.90 Tons

Truck Net = 17940.0 Lbs 8.97 Tons

Load Number Today 1 Today Total = 8.97 Tons

Total Load Number 34 Order Total = 455.31 Tons

18/31/99 06:18:32

Plant ID: NEW31A1

Site Number: 3

Reigh Master: Dale Chamberlain

RECEIVED BY Levi Ford

CAUTION: HOT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
WEAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.

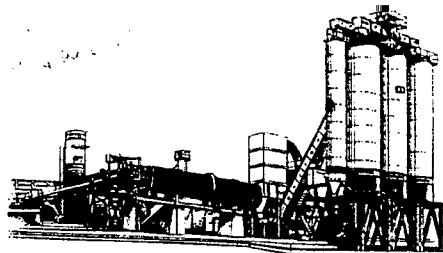
TRUCKER

CONTROL NO.

273893



NEW ENTERPRISE STONE & LIME CO., INC.



Tyrone Forge (814) 684-6015

SOLD TO

Moshannon Constr.
P.O. Box 497
Madera
Purchase Order #
Job Number

PLANT/TICKET NO.

35-57452

ACCOUNT NO.

16

Customer Number 13561

MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
3	T.D. 2 UC "G" (64-22)	16.06	SELF	self

Truck Gross = 51300.0 Lbs 25.65 Tons

Truck Tare = 19160.0 Lbs 9.58 Tons

Truck Net = 32140.0 Lbs 16.07 Tons

Load Number Today 1 Today Total = 16.07 Tons

Total Load Number 32 Order Total = 430.26 Tons

08/30/99 07:23:38

Plant ID: NEU31A41

Silo Number: 3

Weigh Master: JEFF NAREHOOD

RECEIVED BY Jeff Narehood

TRUCKER

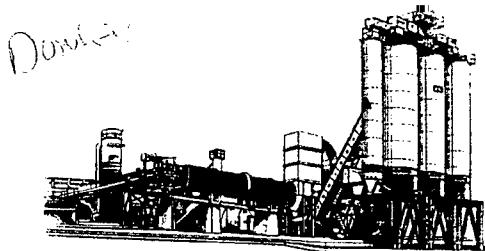
CONTROL NO.

273729

OT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
WEAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.



NEW ENTERPRISE STONE & LIME CO., INC.
Tyrone Forge (814) 684-6015



SOLD TO				PLANT/TICKET NO.
Hoshannon Constr.				35-57211
P.O. Box 497				
Madera				
Purchase Order #				ACCOUNT NO.
Job Number	Customer Number 13541			16

MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
3	L.D. 2 WC "G" (64-22)	16.06	SELF	self

Truck Gross = 51640.0 Lbs 25.82 Tons

Truck Tare = 19500.0 Lbs 9.75 Tons

Truck Net = 32140.0 Lbs 16.07 Tons

Load Number Today 1 Today Total = 16.07 Tons

Total Load Number 31 Order Total = 414.19 Tons

08/25/99 07:04:20

Plant ID: NEU31441

Silo Number: 3

Weigh Master: JEFF NAREHOOD

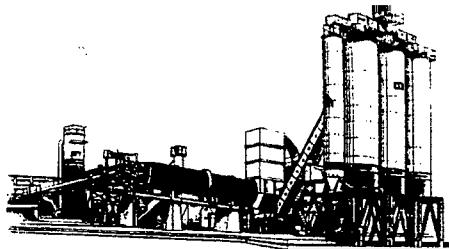
RECEIVED BY Robert J. Danner

TRUCKER

CONTROL NO.

273496

CAUTION: HOT MIXED ASPHALT CAN CAUSE THERMAL BURNS.
WEAR PROTECTIVE CLOTHING AND USE EYE PROTECTION.



NEW ENTERPRISE STONE & LIME CO., INC.

Tyrone Forge (814) 684-6015

SOLD TO

Ioshannon Constr.
P.O. Box 497
Tadera
Purchase Order #

Job Number

Customer Number 13561

PLANT/TICKET NO.

35-57453

ACCOUNT NO.

14

MIX NO.	TYPE OF MIX	TONS REQUESTED	TRUCK NO.	CARRIER
3	L.T. 2 MC "G" (64-22)	16.06	SELF	self

Truck Gross = 52320.0 Lbs 26.16 Tons
 Truck Tare = 20160.0 Lbs 10.08 Tons
 Truck Net = 32160.0 Lbs 16.08 Tons

Load Number Today 2 Today Total = 32.15 Tons

Total Load Number 33 Order Total = 446.34 Tons

08/30/99 07:25:31

Plant ID# NEW31A41
 Silo Number 3

Weigh Master: JEFF NAREHODD

RECEIVED BY Jeff Narehood

TRUCKER

CONTROL NO.

273730

! MIXED ASPHALT CAN CAUSE THERMAL BURNS.
 USE PROTECTIVE CLOTHING AND USE EYE PROTECTION.

NEW ENTERPRISE STONE & LIME CO., INC.
NEW ENTERPRISE, PA. 16664

PLANT NAME & NUMBER	TYRONE FORGE PLANT NUMBER 100		NEW ENTERPRISE, PA. 16664		PHONE NUMBER 754-4921
ORDER NO 100000000000	TICKET NUMBER 45-12345678	REF ID REF ID	DATE 10/10/00	TIME 10:00 AM	
CUSTOMER ID 1156120	SOLD TO MUSKAWANIC MEETING POINT, INC. BOX 491 MAVERICK, PA. 16661				
JOB SITE ID	SHIP TO RT 4000 TO 15TH TO RT 204 TYRONE, PA. 16664 DISTRICT 100 RT				STATE PA CITY TYRONE ZONE 100
PRODUCT I.D. 100000000000	PRODUCT DESCRIPTION SELECT GRANULAR MATERIAL				
CUSTOMER REQUIRED NUMBERS				CUSTOMER PHONE NO. 724-754-4921	
TAG NO. 5		NO. AXLES 3	TRUCK NO. GRL	CARRIER NAME A B L L A Y M I N G	
Pick-up	Freight PPD XX	Freight Collect		ACCUMULATIVE QUANTITIES	CHARGE <input type="checkbox"/> C.O.D. <input type="checkbox"/>
US Weight 70,000	METRIC Weight	Gross	Ordered 100,000	MATERIAL	UNIT PRICE
20,000		Tare	Today 20,000	HAUL	
40,000		Net	To Date 60,000	Loads	ADD'L CHARGES
20,000		70,000	Accumulated Cash Sale	TAX	
WEIGHED BY KAREN M. McCREADY				TOTAL THIS LOAD	
INSPECTORS SIGNATURE				JOB ARRIVAL TIME	JOB DEPT TIME
RECEIVED ABOVE MATERIAL IN GOOD CONDITION <i>X M. McCreedy</i>				A SERVICE CHARGE, NOT TO EXCEED THE MAXIMUM ALLOWABLE BY LAW, WILL BE APPLIED TO ALL AMOUNTS OVER 30 DAYS PAST DUE.	
DELIVERY INFORMATION					
WE MANUFACTURE READY MIX CONCRETE & CEMENT PRODUCTS					

PLANT DIRECTORY				
05 ASHCOM (888) 489-2121	08 ROARING SPRING (888) 489-2121	13 EBENSBURG DISTRIBUTION (888) 489-2121	26 OGLETON/W (814) 754-4921	35 TYRONE FORGE (814) 684-4905
06 CANOE CREEK (888) 489-2121	10 ORBISONIA (814) 447-3295	24 EBENSBURG PULVERIZING (814) 472-4717	30 BAKERSVILLE (814) 443-9950	37 UNION FURNACE (814) 684-3180
07 McCONNELLSTOWN (888) 489-2121	11 DRY RUN (717) 349-2412	25 NEW PARIS (888) 489-2121	38 SPROUL (888) 489-2121	41 CENTRAL CITY (814) 754-4921

CUSTOMER

NEW ENTERPRISE STONE & LIME CO., INC.
NEW ENTERPRISE, PA. 16664

Fig. 22.11.2. The Δ and Δ' regions of the Δ - Δ' plane.

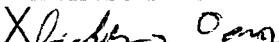
PLANT DIRECTORY					
05 ASHCOM (888) 489-2121	08 ROARING SPRING (888) 489-2121	13 EBNBURG DISTRIBUTON (888) 489-2121	28 OGLETOWN (614) 754-4921	35 TYRONE FORGE (814) 684-4905	
06 CANOE CREEK (888) 489-2121	10 ORBISONIA (814) 447-3295	24 EBNBURG PULVERIZING (814) 472-4717	30 BAKER'SVILLE (814) 443-9950	37 UNION FURNACE (814) 684-3185	
07 MC CONNELLSTOWN (888) 489-2121	11 DRY RUN (717) 349-2412	25 NEW PARIS (888) 489-2121	38 SPICER (888) 489-2121	41 CENTRAL CITY (814) 754-4921	

CUSTOMER

NEW ENTERPRISE STONE & LIME CO., INC.
NEW ENTERPRISE, PA. 16664

PLANT NAME UNION FURNACE
& NUMBER PLANT NUMBER 37

NEW31D14 (#1) TYPE A
PHONE (814) 684-3180

ORDER NO 990819004	TICKET NUMBER A SCALE 1 3776797		DATE 08/19/1999	TIME 6:45 AM
CUSTOMER ID 1356100	SOLD MOSHANNON CONSTRUCTION, INC. D BOX 497 T MADERA, PA 16661			
JOB SITE ID	SHIP TO F.O.B. UNION FURNACE			STATE PA CITY ZONE
PRODUCT I.D. CA0501	PRODUCT DESCRIPTION AASHTO NO. 1 NO. 4			
CUSTOMER REQUIRED NUMBERS				CUSTOMER PHONE NO. (814) 378-8471
TAG NO.		NO. AXLES 2	TRUCK NO. 37MC	CARRIER NAME
Pick-up XX	Freight PPD	Freight Collect	ACCUMULATIVE QUANTITIES	CHARGE <input checked="" type="checkbox"/> TAX <input type="checkbox"/> C.O.D. <input type="checkbox"/>
US Weight 51,366	METRIC Weight	Gross	Ordered 100.00	MATERIAL
19,380		Tare	Today 15.99	LOADS
31,986		Net	To Date 15.99	LOADS
15.99		TONS	Accumulated Cash Sale	TAX
WEIGHED BY H. MICHAEL NAREHOOD				TOTAL THIS LOAD 
INSPECTORS SIGNATURE				JOB ARRIVAL TIME
RECEIVED ABOVE MATERIAL IN GOOD CONDITION 				A SERVICE CHARGE, NOT TO EXCEED THE MAXIMUM ALLOWABLE BY LAW, WILL BE APPLIED TO ALL AMOUNTS OVER 30 DAYS PAST DUE.
DELIVERY INFORMATION				
WE MANUFACTURE READY MIX CONCRETE & CONCRETE PIPE.				
3776797				

PLANT DIRECTORY				
05 ASHCOM (888) 489-2121	08 ROARING SPRING (888) 489-2121	13 EBENSBURG DISTRIBUTION (888) 489-2121	26 OGLETOWN (814) 754-4921	35 TYRONE FORGE (814) 684-4905
06 CANOE CREEK (888) 489-2121	10 ORBISONIA (814) 447-3295	24 EBENSBURG PULVERIZING (814) 472-4717	30 BAKERSVILLE (814) 443-9950	37 UNION FURNACE (814) 684-3180
07 McCONNELLSTOWN (888) 489-2121	11 DRY RUN (717) 349-2412	25 NEW PARIS (888) 489-2121	38 SPROUL (888) 489-2121	41 CENTRAL CITY (814) 754-4921

CUSTOMER

5
COPY
STATEMENT

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 4-4-00

BILLED TO: Elaine Donley
Houtzdale, Pa.
16651

Detach and Return This Stub With Remittance **Amount Remitted \$ _____**

DATE	CHARGES AND CREDITS	BALANCE
bal.fwd.	----- Interest from 3-1-00 to 4-1-00 -----	\$5757.88 86.37
	Total amount due-----	\$5844.25
	Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.	

Your Check Is Your Receipt

Thank You

EXHIBIT

COPY

5

STATEMENT

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 3-3-00

BILLED TO: Elaine Donley
Houtzdale, Pa.
16651

Detach and Return This Stub With Remittance Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
bal. f/w.	-----	\$5672.70
	Interest from 2-1-00 to 3-1-00-----	85.09
	Total amount due-----	\$5757.88

Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.

Your Check Is Your Receipt

Thank You

COPY

4

STATEMENT

MOSHANNO CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 2/7/00

BILLED TO: Elaine Donley
Houtzdale, Pa.
16651

Detach and Return This Stub With Remittance

Amount Remitted \$ 7000.00

DATE	CHARGES AND CREDITS	BALANCE
1/3/00	Amount due ----- Less payment received 1/10/00 -----	\$12616.22 7000.00
	Balance ----- Interest from 1/10/00 to 2/1/00	\$5616.34 56.45
	Total amount due -----	\$5672.79
	Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.	

Your Check Is Your Receipt

Thank You

INT. = 5616.34

1.015
84.25
LESS 32% = 10 DAYS (27.60)

Copy

3

STATEMENT

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

BILLED TO: Elaine Donley
Houtzdale, Pa.
16651

DATE 1/3/00

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
9/24/99	Amount due -----	\$12065.22
11/1/99	Oct. int. -----	180.98
12/1/99	Nov. int. -----	183.69
1/3/00	Dec. int. -----	186.45
	Total amount due -----	\$12616.34
Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.		

Your Check Is Your Receipt

Thank You

2

STATEMENT

COPY

MOSHANNON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 12/3/99

BILLED TO: ELAINE DONLEY
HOUTZDALE, PA.
16651

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
9/24/99	Amount due-----	\$12,065.22
11/1/99	Qctober int.-----	180.98
12/1/99	November int.-----	183.69
	Total amount due-----	\$12,429.89
Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.		

Your Check Is Your Receipt

Thank You

NEW STATEMENT with HAULING included.

VOID

COPY

STATEMENT

MOSHANON CONSTRUCTION, INC.
P. O. Box 497
Madera, Pennsylvania 16661

PHONE: 814/378-8471

DATE 11/1/99

BILLED TO: Donley Distributors
P.O.Box
Houtzdale, Pa.

Detach and Return This Stub With Remittance

Amount Remitted \$ _____

DATE	CHARGES AND CREDITS	BALANCE
9/24/99	Amount due-----	\$11813.75
11/1/99	October interest @ 1.5% -----	\$ 177.21
	Total due -----	\$11990.96

Finance Charge of 1 1/2% Per Month Will Be Added To Any Unpaid Balance Which is 15 Days Past Due, Annual Charge of 18%.

Your Check Is Your Receipt

Thank You

*INCORRECT - FORGOT TO ADD HAULING OF
THE BLACKTOP.*

DONLEY BEER DIST. as per our agreement \$4600.00
 DONLEY RESIDENCE 1 1/2 inch overlay, as per agreement \$5400.00

Additional Work

DONLEY RESIDENCE: Remove existing blacktop at garage area, dig out soft areas and elevated areas, to accomodate 3 1/2 inches of 2 RC. 4201.47
 Place 2 inches BCBC blacktop base. \$3950.00
 Cut and place 15 inch pipe at end of driveway/shape and line with #4 stone. (Quoted) \$ 390.00
 3 inch SCH. #40 pipe under driveway.

a. Pipe, sleeves, adaptors, glue \$ 60.00
 tax and labor 3 men x 3 hrs. x 12.00, plus 10.00 wacker \$ 120.20
 25% \$ 45.05

Additional length to driveway.

a. 2 inch BCBC base 2 TON \$ 60.00 30.00/bm
 1 1/2 inch top 1 1/2 TON \$ 45.00 30.00/bm
 Labor 3 men x 1 1/2 x 12 \$ 50.00
 tax \$ 9.30
 25% \$ 41.08

4 inch French drain/ seed and mulch

a. Backhoe 4 hours 3 men x 4 1/2 hrs. x 12.00 \$ 100.00
 Labor \$ 150.00
 4 inch perf. pipe \$ 25.00
 Slaters felt \$ 15.00
 Roundup \$ 15.00
 Grass seed \$ 15.00
 Hay \$ 10.00
 Stone #4 20 TON @ 12.00 \$ 240.00
 Tax \$ 34.20
 25% \$ 151.05

Remove washed out French drain, haul away, reshape.

a. Backhoe 3 hours \$ 75.00
 Truck 3 loads \$ 30.00
 Labor 3 men x 4 hrs. x 12.00 \$ 145.00
 Tax \$ 15.00
 25% \$ 66.25

New stone/lined, #4 ditch.

a. Backhoe 4 hours \$ 100.00
 Stone #4 22 TON @ 12.00 \$ 264.00
 Labor 3 men x 4 hrs. x 12.00 \$ 144.00
 Tax \$ 30.24
 25% \$ 134.56

Carport stone, leveling.

a. 2 RC stone 8 TON @ 12.00 \$ 96.00
 Labor 3 men x 2 hrs x 12.00 \$ 75.00
 Tax \$ 10.26
 25% \$ 45.32

Stone to Ginter.

a. 4 1/2 ton @ 12.00 \$ 54.00
 Tax \$ 3.24

1/4 STONE Total \$16813.75 /7,065

5.55 - COST Down payment \$ 5000.00

4.45 - HAUL (LABOR, FUEL)
 2.00 - INS., LICENSE, HEAVY HAUL FEES

\$ 10.00 PER TON.

DOCS NOT INCLUDE
 SALES TAX

Total amount due \$11813.75 /2,065

EXHIBIT

ITEM #

3950

BACKHOE - 10 hrs. @ 25 = 250.00 — DUG UP OLD PAVEMENT

SAW-CUTTING.

LABOR - 3 m x 10 hrs. x 12.00 = 360.00

HAUL Debris - 3 Loads To Madera = 75.00

BACKHOE - 4 hrs. @ 25 = 100.00

LABOR - 3 m x 4 hrs. x 12.00 = 144.00

TRUCK - HAUL 1 LOAD MUD = 15.00

DUG UP SOFT SPOTS, MUD,

& LOWERED DRIVE TO ACROSS

MATERIALS.

40 TON 2PC x 12.00 = 480.00

AVERAGE 3 1/2" ON DRIVEAW

LABOR - 3 m x 9 x 12.00 = 324.00

LAY & ROLL STONE BASE.

HAUL 40 TON @ 6.45 = 258.00

40 TON BLACKTOP BASE @ 24.50 = 980.00

AVERAGE 2"

LABOR - 3 men x 14 hrs. x 12.00 = 505.00
3235.00

LABOR TO LAY BASE.

COST — 3235.00

194.10 - TAX

3429.10

514.37 - 15% - PROFIT

3943.47

258.00

4201.47

FORGOT TO ADD \$6.45/TON
HAULING COST OF
BLACKTOP. 40 TON

— NO CHARGE TO COVER &
UN-
COVER SEPTIC LID - \$5.00

— 2 hrs. WAITING FOR GROUP SE
TO PUMP TANK - \$96.00
NO CHARGE

— NO CHARGE - BERMING \$151
96.00

5 23

1

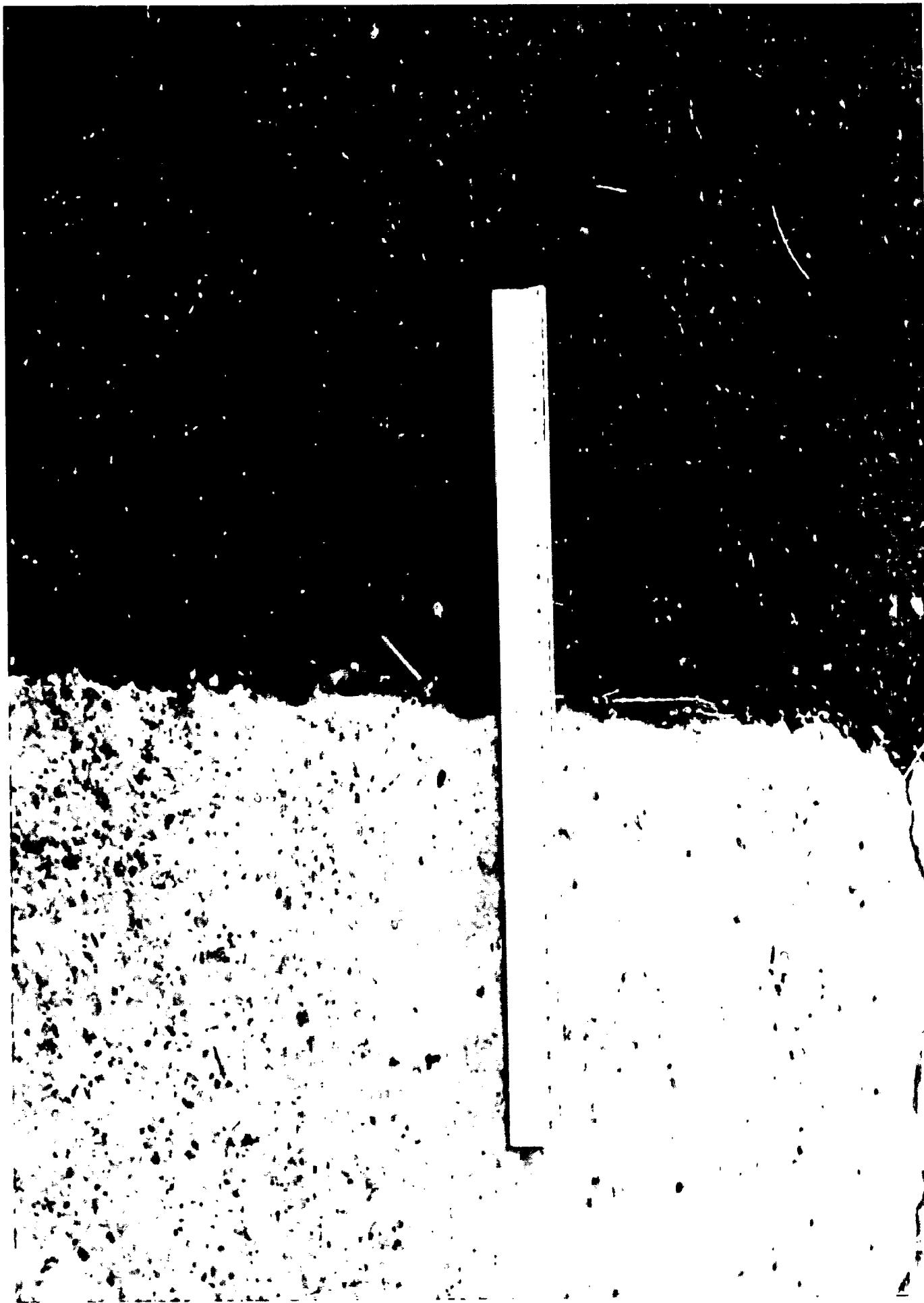
EXHIBIT

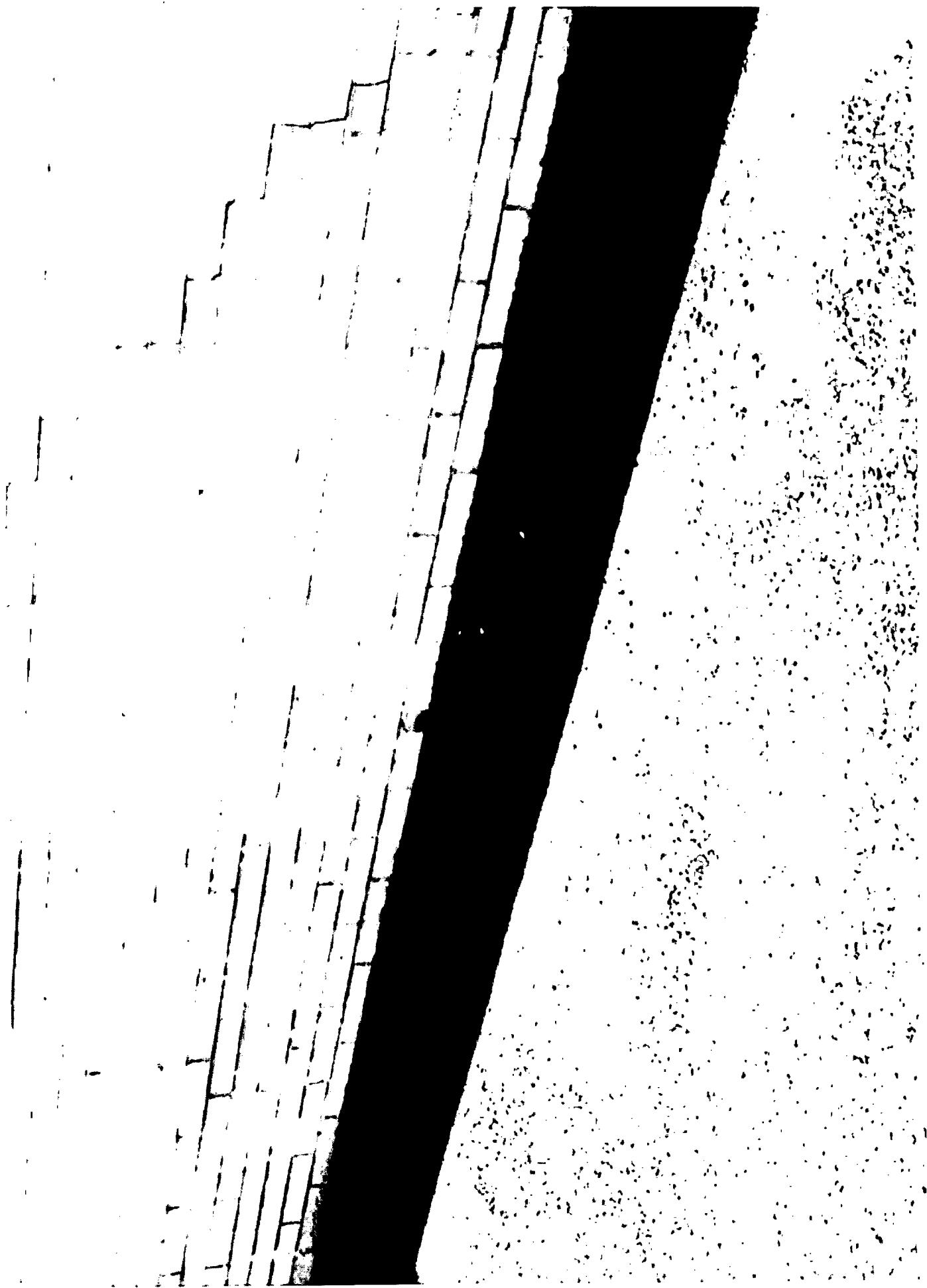
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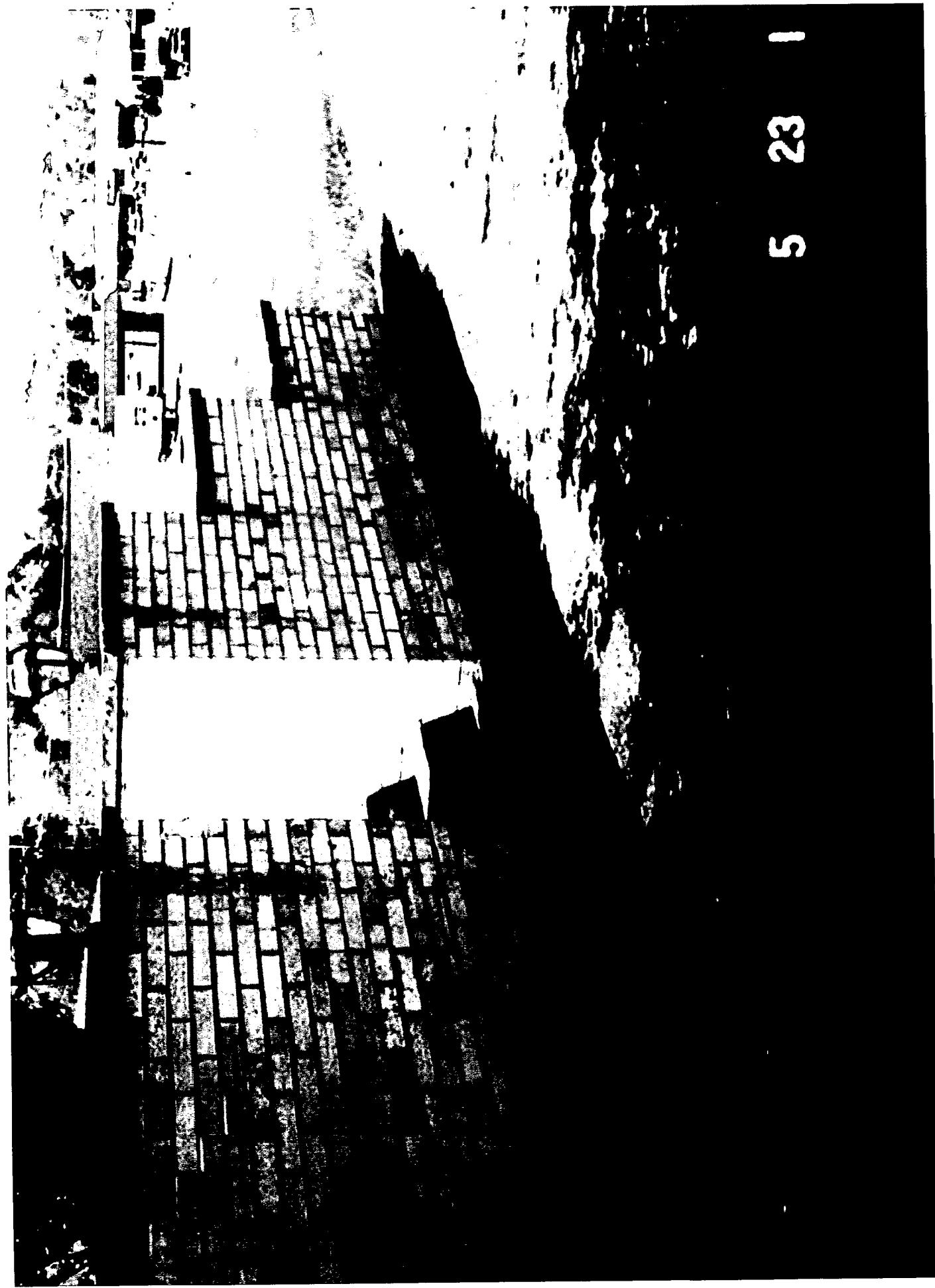






5 23

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LEHMAN & KASUBICK

611 BRISBIN STREET

HOOTZDALE, PA 16651

(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., : No.: 00-776-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
ELAINE DONLEY, : Defendant's Pre-Trial
Defendant : Statement
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

RECEIVED

MAY 29 2001

**COURT ADMINISTRATIVE
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: :
vs. : No. 00-776-CD
: :
ELAINE DONLEY, :
Defendant :
: :

DEFENDANT'S PRE-TRIAL STATEMENT

AND, NOW comes, Elaine Donley, by and through her attorney, Girard Kasubick, Esquire, and files the following Pre-Trial Statement under 46 J.D.R.C.P. 1306A:

1. Statement of the Case:

In the summer of 1999, the Plaintiff and Defendant entered into an oral contract to pave the driveway and garage area of Defendant's residence. Certain changes from the original agreement were made. The original agreed upon price was \$5,400.00. With the changes Plaintiff claims \$13,331.91 is due, but Plaintiff disputes this amount. The Defendant has paid \$7,400.00 on this project to the Plaintiff, and Plaintiff claims a balance due of \$5,931.91.

The Defendant complained to Plaintiff about the quality of work after the job was completed in August or

September of 1999. The Defendant complained of noticeable seams in the pavement and porous pavement top and low areas where water settled and soaked through. The Plaintiff and Defendant could not resolve the complaints of the Defendant, and Defendant has refused to pay any further monies.

The Plaintiff has counter-claimed that at minimum to correct the items complained of would require a resurfacing of the overlay asphalt at a cost of \$5,480.00.

2. Citation of Applicable Cases or Statutes:

There are no special cases or statutes related to this case and general principles of contract law and areas related thereto will apply.

3. List of Witnesses:

Elaine Donley P.O. Box 294 Houtzdale, PA 16651	Dan Russell R.D. 1, Box 179 Curwensville, PA 16833
--	--

John Lewis, Sr. 900 Sue Street Houtzdale, PA 16651	Jeffrey P. Mills 610 George Street Houtzdale, PA 16651
--	--

4. Statement of Damages:

The Defendant's position is that Plaintiff has been paid in full for the services performed and that

RUSSELL PAVING

DIVISION OF NEW ENTERPRISE STONE & LIME CO., INC.



RR1, Box 67, West Decatur, PA 16878 - 814-342-4934

ESTIMATE/PROPOSAL

To: **Elaine Donley
P.O. Box 294
Houtzdale, PA 16651**

Date June 28, 2000

Job Location. _____

This proposal is for asphalt paving driveway. Material to be used will be 1 1/2" of Asphalt Top (ID2). We will do all clean up, prep work, milling out entire area in front of garage doors for proper water drainage, tack oil and any other related work for a complete overlay paving job. Total area to be paved is approximately 835 square yards with 72 tons of Asphalt Top (ID2).

TOTAL \$ 5,480.00

CONDITIONS:

1. The above estimate/proposal is subject to all terms and conditions set forth herein and to any sketches or drawings on the reverse side of this form, or any referral to sketches or drawings that are to be included and become a part of this estimate/proposal, all such information to be agreed upon before acceptance by the Customer Representative.
2. This estimate/proposal includes only the materials and services specified above. Any deviation therefrom will be charged according to the accepted unit prices, or in case of a Lump Sum Contract, any additional work not included herein will be charged at an appropriate unit of measure to be determined by the Seller, and agreed upon by the Customer Representative. No additional work will be done without the written approval of the Customer Representative clearly defining the scope of the work and the additional prices to be charged.
3. This estimate/proposal is void if not accepted within 30 days from date written above.

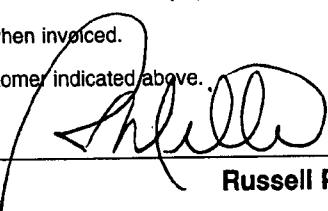
TERMS:

1. Service Charge of 1.5% per month (18% annually) will be applied to all amounts over 30 days past due.
2. Net. All materials and services due upon completion of the work and/or when invoice.

This constitutes the entire agreement between Russell Paving and the Customer indicated above.

Accepted this _____ day of _____ 20_____

By


Russell Paving

(Customer Representative)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No.: 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., forwarded a copy of the Defendant's Pre-Trial Statement to Plaintiff's counsel of record, to the appointed Arbitrators, and the Court Administrator listed below by United States mail, postage prepaid on the 25th day of May, 2001, at the following address:

John R. Carfley, Esq.
P.O. Box 249
Philipsburg, PA 16866

Richard H. Milgrub, Esq.
211 North Second Street
Clearfield, PA 16830

F. Cortez Bell, III, Esq.
318 E. Locust Street
Clearfield, PA 16830

Theron G. Noble, Esq.
301 East Pine Street
Clearfield, PA 16830

Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Suite 228
Clearfield, PA 16830



Girard Kasubick, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., : No.: 00-776-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
ELAINE DONLEY, : Defendant's Pre-Trial
Defendant : Statement
: Filed on behalf of:
: Defendant
: Counsel of Record for
: This Party:
: Girard Kasubick, Esq.
: Supreme Court No. 30109
: LEHMAN & KASUBICK
: 611 Brisbin Street
: Houtzdale, PA 16651
: (814) 378-7840

~~FILED~~
MAY 14 2001
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC.,	:	
		Plaintiff
		:
vs.	:	No. 00-776-CD
		:
ELAINE DONLEY,	:	
		Defendant
		:

DEFENDANT'S PRE-TRIAL STATEMENT

AND, NOW comes, Elaine Donley, by and through her attorney, Girard Kasubick, Esquire, and files the following Pre-Trial Statement under 46 J.D.R.C.P. 1306A:

1. Statement of the Case:

In the summer of 1999, the Plaintiff and Defendant entered into an oral contract to pave the driveway and garage area of Defendant's residence. Certain changes from the original agreement were made. The original agreed upon price was \$5,400.00. With the changes Plaintiff claims \$13,331.91 is due, but Plaintiff disputes this amount. The Defendant has paid \$7,400.00 on this project to the Plaintiff, and Plaintiff claims a balance due of \$5,931.91.

The Defendant complained to Plaintiff about the quality of work after the job was completed in August or

September of 1999. The Defendant complained of noticeable seams in the pavement and porous pavement top and low areas where water settled and soaked through. The Plaintiff and Defendant could not resolve the complaints of the Defendant, and Defendant has refused to pay any further monies.

The Plaintiff has counter-claimed that at minimum to correct the items complained of would require a resurfacing of the overlay asphalt at a cost of \$5,480.00.

2. Citation of Applicable Cases or Statutes:

There are no special cases or statutes related to this case and general principles of contract law and areas related thereto will apply.

3. List of Witnesses:

Elaine Donley P.O. Box 294 Houtzdale, PA 16651	Dan Russell R.D. 1, Box 179 Curwensville, PA 16833
--	--

John Lewis, Sr. 900 Sue Street Houtzdale, PA 16651	Jeffrey P. Mills 610 George Street Houtzdale, PA 16651
--	--

4. Statement of Damages:

The Defendant's position is that Plaintiff has been paid in full for the services performed and that

Defendant is entitled to \$5,480.00 for resurfacing and attached hereto is an estimate of \$5,480.00 and the work estimate done Russell Paving/New Enterprise for Elaine Donley calculating the damages claimed by Defendant on her counter claim.

RESPECTFULLY SUBMITTED,



Girard Kasubick

Attorney for Defendant



RUSSELL PAVING

DIVISION OF NEW ENTERPRISE STONE & LIME CO., INC.

RR1, Box 67, West Decatur, PA 16878 - 814-342-4934

ESTIMATE/PROPOSAL

To: **Elaine Donley
P.O. Box 294
Houtzdale, PA 16651**

Date June 28, 2000

Job Location. _____

This proposal is for asphalt paving driveway. Material to be used will be 1 1/2" of Asphalt Top (ID2). We will do all clean up, prep work, milling out entire area in front of garage doors for proper water drainage, tack oil and any other related work for a complete overlay paving job. Total area to be paved is approximately 835 square yards with 72 tons of Asphalt Top (ID2).

TOTAL \$ 5,480.00

CONDITIONS:

1. The above estimate/proposal is subject to all terms and conditions set forth herein and to any sketches or drawings on the reverse side of this form, or any referral to sketches or drawings that are to be included and become a part of this estimate/proposal, all such information to be agreed upon before acceptance by the Customer Representative.
2. This estimate/proposal includes only the materials and services specified above. Any deviation therefrom will be charged according to the accepted unit prices, or in case of a Lump Sum Contract, any additional work not included herein will be charged at an appropriate unit of measure to be determined by the Seller, and agreed upon by the Customer Representative. No additional work will be done without the written approval of the Customer Representative clearly defining the scope of the work and the additional prices to be charged.
3. This estimate/proposal is void if not accepted within 30 days from date written above.

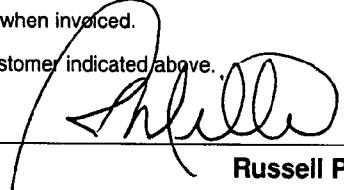
TERMS:

1. Service Charge of 1.5% per month (18% annually) will be applied to all amounts over 30 days past due.
2. Net. All materials and services due upon completion of the work and/or when invoiced.

This constitutes the entire agreement between Russell Paving and the Customer indicated above.

Accepted this _____ day of _____ 20 _____

By


Russell Paving

(Customer Representative)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No.: 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that I, Girard Kasubick, Esq., forwarded a copy of the Defendant's Pre-Trial Statement to Plaintiff's counsel of record, to the appointed Arbitrators, and the Court Administrator listed below by United States mail, postage prepaid on the 25th day of May, 2001, at the following address:

Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Suite 228
Clearfield, PA 16830

Girard Kasubick
Girard Kasubick, Esquire
Attorney for Defendant

~~FILED
MAY 3 1960
WILSON, A. S.
PROTHONOTARY~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Moshannon Construction, Inc.

Vs.

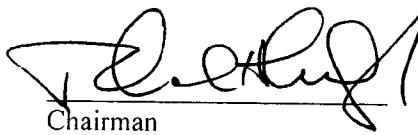
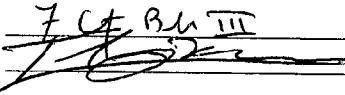
Elaine Donley

No. 2000-00776-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5th day of June, 2001, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Richard H. Milgrub, Esq.


Chairman


F. Cortez Bell, III, Esq.
THERON G. NOBLE, Esq.

Sworn to and subscribed before me this
June 5, 2001


Prothonotary

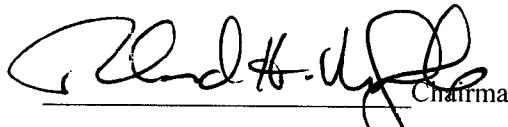
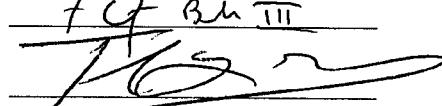
AWARD OF ARBITRATORS

Now, this 5th day of June, 2001, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

\$1500 awarded to plaintiff. \$3500 to defendant
on counterclaim.

FILED

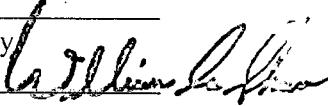
Notice to
Atty Castley JUN 05 2001
Notice to
Atty Rosabilli G/1182/nore
William A. Shaw
(Continue Prothonotary
on reverse.)


Chairman


ENTRY OF AWARD

Now, this 6th day of June, 2001, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary
By 

COPY

Moshannon Construction, Inc.
Vs.
Elaine Donley

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
No. 2000-00776-CD

NOTICE OF AWARD

TO: GIRARD KASUBICK

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on June 5, 2001 and have docketed the award on June 6, 2001:

\$1,500.00 awarded to Plaintiff. \$3,500.00 to defendant on counterclaim.

William A. Shaw
Prothonotary
By _____

June 6, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COPY

Moshannon Construction, Inc. : IN THE COURT OF COMMON PLEAS
Vs. : OF CLEARFIELD COUNTY
Elaine Donley : No. 2000-00776-CD

NOTICE OF AWARD

TO: JOHN R. CARFLEY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on June 5, 2001 and have docketed the award on June 6, 2001:

\$1,500.00 awarded to Plaintiff. \$3,500.00 to defendant on counterclaim.

William A. Shaw
Prothonotary
By _____

June 6, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
MOSHANNON CONSTRUCTION, INC.
Plaintiff

vs. : NO. 2000-776-CD

ELAINE DONLEY,
Defendant :

NOTICE OF APPEAL FROM AWARD OF ARBITRATORS

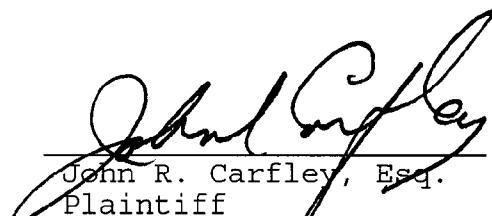
TO THE PROTHONOTARY:

NOTICE is given that Moshannon Construction, Inc., Plaintiff appeals from the award of the Board of Arbitrators entered in this case on June 6, 2001.

A non-jury trial is requested. Otherwise jury trial is waived.

I hereby certify that:

(1) the compensation of the arbitrators has been paid.



John R. Carfley, Esq.
Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: July 2, 2001

FILED

JUL 03 2001

William A. Shaw
Prothonotary

Moshannon Construction, Inc. : IN THE COURT OF COMMON PLEAS
Vs. : OF CLEARFIELD COUNTY
Elaine Donley : No. 2000-00776-CD

NOTICE OF AWARD

TO: JOHN R. CARFLEY

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on June 5, 2001 and have docketed the award on June 6, 2001:

\$1,500.00 awarded to Plaintiff. \$3,500.00 to defendant on counterclaim.

William A. Shaw
Prothonotary
By _____

June 6, 2001

Date

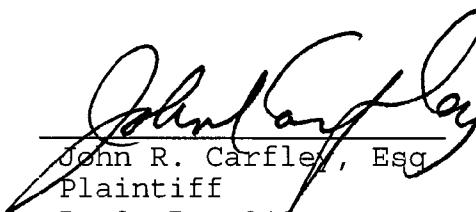
In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

SERVICE OF NOTICE OF APPEAL

I, John R. Carfley, Esquire, attorney, hereby certify that I have served true and correct copies of the foregoing Notice of Appeal upon the person below named by First Class Mail, postage prepaid on this 3rd day of July, 2001.

Elaine Donley
c/o Girard Kasubick, Esq.
611 Brisbin Street
Houtzdale, Pa., 16651

Arbitrators:
Richard H. Milgrub, Esq.
F. Cortez Bell, III, Esq.
Teron G. Noble, Esq.



John R. Carfley, Esq.
Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED 4CC
JUL 11 1961
1961

William A. Shaw
Prothonotary

PA 600-
BY
PLFF

copy to C.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

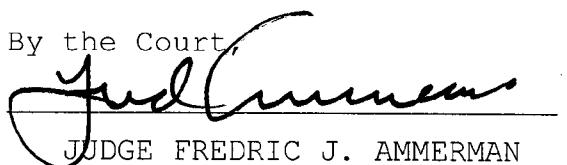
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., *
Plaintiff *
*
vs. *
* NO. 2000-776-C.D.
*
ELAINE DONLEY, *
Defendant *

O R D E R

NOW, this 15th day of August, 2001, following Pre-Trial Conference with counsel for the parties as set forth above and the Court, it is the ORDER of this Court that Non-Jury Trial be scheduled for one day, Wednesday, November 7, 2001 at 9:00 a.m. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court



JUDGE FREDRIC J. AMMERMAN

FILED

AUG 17 2001

William A. Shaw
Prothonotary

2 certified copies to John R. Carfley, Esquire
2 certified copies to Girard Kasubick, Esquire
1 copy to Judge Ammerman
1 copy to Court Administrator

FILED
01/08/02
AUG 17 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC. :

VS : NO. 00-776-CD

ELAINE DONLEY :

O R D E R

NOW, this 7th day of November, 2001, following the conclusion of taking of testimony in the nonjury trial, it is the Order of this Court that counsel for both parties supply the Court with appropriate brief on the issues by no later than Monday, December 3, 2001.

BY THE COURT,



Judge

FILED

DEC 05 2001

William A. Shaw
Prothonotary

LENT TO AMY CARLEY

+


WILLIAM A. SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC. *
Plaintiff *
*
vs. * NO. 2000-776-C.D.
*
*
ELAINE DONLEY, *
Defendant *

O R D E R

NOW, this 8th day of January, 2002, the Court noting that Non-Jury Trial was completed on November 7, 2001; in consideration of the testimony, exhibits, each party's Brief and the filed documents, it is the FINDING and ORDER of this Court as follows:

1. The Court finds that the Plaintiff has not met its burden of proof that any additional monies for the paving project are due from the Defendant. Accordingly, the Plaintiff's Complaint is hereby DISMISSED;

2. The Court finds that the Defendant has met her burden of proof on the counter-claim and hereby enters judgment in favor of the Defendant and against the Plaintiff in the amount of Five Thousand Four Hundred Eighty (\$5,480.00) Dollars, plus record costs and interest at the rate of six (6%) percent;

3. The Court will file a formal Opinion in the event of an Appeal.

FILED

JAN 09 2002

012001WAP

William A. Shaw
Prothonotary

2 CARPENTER CANTER

By the Court,

Fred Ammerman

JUDGE FREDRIC J. AMMERMAN

KASPERICK

LEHMAN & KASUBICK
611 BRISBIN STREET
HOUTZDALE, PA 16651
(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., : No.: 00-776-CD
Plaintiff : Type of Case: Civil
vs. : Type of Pleading:
ELAINE DONLEY, : Praeclipe for Judgment
Defendant : Filed on behalf of:
 : Defendant
 : Counsel of Record for
 : This Party:
 : Girard Kasubick, Esq.
 : Supreme Court No. 30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED

FEB 15 2002
01/215/wm
William A. Shaw
Prothonotary Pn

20-
CERT TO PLFF & ATTY

canfay

KED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No. 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

PRAECIPE FOR JUDGMENT

TO: William A. Shaw, Prothonotary

Please enter judgment against the Plaintiff,
Moshannon Construction, Inc., in the above matter, in the
amount of \$5,480.00, plus record costs and interest at six
(6%) percent pursuant to the Order of Court of January 8,
2002 on the Defendant's Counterclaim under Pa. R.C.P.
227.4. The judgment entered is determined as follows:

Amount set forth in the Order. \$5,480.00

Interest from 8/10/00 the date of
filing the Counterclaim to 2/10/02 \$ 493.20

Court Costs:

Cost of filing appeal	\$80.00
Service costs	5.30
Praecipe for Judgment	<u>20.00</u>
Total Court Costs	\$. 105.30

TOTAL AMOUNT \$6,078.50

Date: 2/15/02


Girard Kasubick, Esq.
Attorney for Defendant
611 Brisbin Street
Houtzdale, PA 16651

FILED

FEB 15 2002

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No. 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

NOTICE OF JUDGMENT

TO: PLAINTIFF, Moshannon Construction, Inc.
of P.O. Box 497, Madera, PA 16661

You are hereby notified that the following Judgment was entered against the Plaintiff on February 15, 2002, in the above action in the amount of \$6,078.50, which includes interest from August 10, 2000 to February 10, 2002 and court costs. The Entry of the Judgment was upon Order of Court dated January 8, 2002 after non-jury trial. No appeal has been taken and judgment was entered upon filing of the Praecept for Judgment.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No. 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

NOTICE OF JUDGMENT

TO: JOHN R. CARFLEY, ATTORNEY FOR PLAINTIFF,
MOSHANNON CONSTRUCTION, INC.
of P.O. Box 249, Philipsburg, PA 16866

You are hereby notified that the following Judgment
was entered against the Plaintiff on February 15, 2002, in
the above action in the amount of \$6,078.50, which
includes interest from August 10, 2000 to February 10,
2002 and court costs. The Entry of the Judgment was upon
Order of Court dated January 8, 2002 after non-jury trial.
No appeal has been taken and judgment was entered upon
filing of the Praeclipe for Judgment.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Moshannon Construction, Inc.
Plaintiff(s)

No.: 2000-00776-CD

Real Debt: \$6,078.50

Atty's Comm:

Vs. Costs: \$

Int. From:

Elaine Donley
Defendant(s)

Entry: \$20.00

Instrument: Court Order Judgment against
Plaintiff

Date of Entry: February 15, 2002

Expires: February 15, 2007

Certified from the record this 15th day of February, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of plaintiff full satisfaction of this Judgment, Debt, Interest
and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Defendant/Attorney

LEHMAN & KASUBICK
611 BRISBIN STREET
HOOTZDALE, PA 16651
(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. :
ELAINE DONLEY, :
Defendant :
:

No. 00-77-CI

FILED

APR 22 2002

PRAECIPE FOR WRIT OF EXECUTION
William A. Shaw
Prothonotary

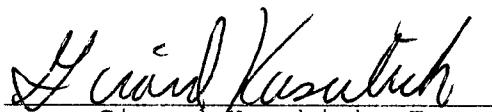
TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County,
2. Against Moshannon Construction, Inc., Plaintiff, and against any equipment or machines, such as motor vehicles, paving machines, rollers, or other equipment and machines and tools located at the business premises of Moshannon Construction, Inc. at P.O. Box 497, Madera, Pennsylvania, said business located at the corner of Main Street and Beulah Road in Madera, Pennsylvania which is also PA Route 53 and Township Road T-556,
3. Against no Garnishee,
4. And index this Writ,
 - a). Against Moshannon Construction, Inc., and;
 - b). Against no garnishee as a lis pendens against real property of the Plaintiff in the name of garnishee as follows:

None

5. Amount due.	\$5,480.00
Interest from 8/10/00 to 4/10/02 .	548.00
Court Costs to date including	
filing of the Writ	345.30
Additional Prothonotary & Sheriff's	
costs on execution.	unknown
Legal Fees.	<u>600.00</u>
Amount Due	\$6,973.30



Girard Kasubick, Esq.,
Attorney for Defendant

FILED

APR 22 2002

Oleg G. Knabek
William A. Shaw
Petitioner
pd \$20.00

Lowell Shedd

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically on these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exceptions or other rights.

If you have an exemption, you should do the following promptly: (1). Fill out the attached claim form and demand for a prompt hearing. (2). Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU
CAN GET LEGAL HELP.

David Meholick
Court Administrator
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against
Moshannon Construction, Inc., Plaintiff,

1. You are directed to levy upon the property of
the Plaintiff and to sell its interest in any equipment or
machines, such as motor vehicles, paving machines,
rollers, or other equipment and machines and tools located
at the business premises of Moshannon Construction, Inc.
at P.C. Box 497, Madera, Pennsylvania, said business
located at the corner of Main Street and Beulah Road in
Madera, Pennsylvania which is also PA Route 53 and
Township Road T-556.

2. You are also directed to attach the property of
the Defendant not levied upon in the possession of no
garnishee as garnishee:

None

and to notify the garnishee that:

- a). an attachment has been issued;
- b). the Garnishee is enjoined from paying any debt to or for the account of the Plaintiff and from delivering any property of the Plaintiff or otherwise disposing thereof;
3. if property of the Plaintiff not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify them that they have been added as a garnishee and is enjoined as above stated.

Amount due. \$5,480.00

Interest from 8/10/00 to 4/10/02 . 548.00

Court Costs to date including

 filing of the Writ 345.30

Additional Prothonotary & Sheriff's costs on execution. unknown

Legal Fees. 600.00

Amount Due \$6,973.30



William A. Shaw, Prothonotary

Seal of the Court

By: _____
Deputy

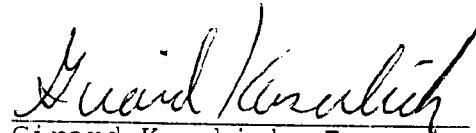
Dated: April 22, 2002

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

I, Girard Kasubick, Esq., being duly sworn according to law, depose and say that to the best of my knowledge, information and belief, the Writ can be served upon the Plaintiff as the following address:

Moshannon Construction, Inc.
P.O. Box 497
Corner of Main Street & Beulah Road
Madera, PA 16661



Girard Kasubick, Esq.,
Attorney for Defendant

Sworn to and subscribed
before me this 22nd
day of April, 2002.



N.P.

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above named Plaintiff, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,

a). I desire that my \$300 statutory exemption be:

_____ i. set aside in kind (specify property to be set aside in kind) _____

_____ ii. paid in cash following the sale of the property levied upon; or

b). I claim the following exemptions (specify property and basis of exemption): _____

2. From my property which is in the possession of a third party, I claim the following exemptions:

a). my statutory \$300 exemption: _____ in

cash; _____ in kind (specify property) _____

b). Social Security benefits on deposit in the amount of \$_____.

c). other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at: _____

Street Address

City _____ State _____ Zip Code _____ Phone # _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

, President of
Moshannon Construction, Inc.

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD CO.:

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12417

MOSHANNON CONSTRUCTION, INC.,

00-776-CD

VS.

DONLEY, ELAINE

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

NOW, MAY 10, 2002 AT 10:49 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS.

NOW, JUNE 13, 2002 AT 1:49 A.M. O'CLOCK SERVED WRIT OF EXECUTION AND COPY OF LEVY ON FRAM ZAPSKY OWNER OF MOSHANNON CONSTRUCTION, INC. AT HIS PLACE OF EMPLOYMENT, P. O. BOX 497 MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO FRAM ZAPSKY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF LEVY AND MADE KNOWN TO FRAM ZAPSKY THE CONTENTS THEREOF.

A SALE IS SET FOR FRIDAY, JUNE 21ST AT 1:00 P.M. O'CLOCK AT MOSHANNON CONSTRUCTION, INC. P. O. BOX 497 MADERA, PA.

NOW, JUNE 22, 2002 RECEIVED LETTER AND CHECK FROM ATTORNEY FOR THE PLAINTIFF TO CANCEL THE SHERIFF'S SALE BECAUSE THE CASE WAS SETTLED BETWEEN PARTIES. A CHECK WAS ENCLOSED FOR THE COMMISSION.

NOW, JULY 25, 2002 RETURNED WRIT AS NO SALE HELD. PAID COSTS FROM ADVANCE AND MAKE REFUND TO ATTORNEY FOR PLAINTIFF.

SHERIFF HAWKINS \$173.94
SURCHARGE 20.00
PAID BY ATTORNEY

FILED

JUL 25 2002
07/26/2007 [initials]
William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12417

MOSHANNON CONSTRUCTION, INC.,

00-776-CD

VS.
DONLEY, ELAINE

WRIT OF EXECUTION PERSONAL PROPERTY

SHERIFF RETURNS

Sworn to Before Me This

25th Day Of July 2002

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester Hawkins
Deputy Sheriff - Aughentown
Chester A. Hawkins
Sheriff

PERSONAL PROPERTY
SCHEDULE OF DISTRIBUTION

01-00-776-CD MOSHANNON

NOW, _____, by virtue of the writ hereunto attached, after having given due and legal Notice of the time and place of sale, by handbills posted on the premises, setting forth the time and place of sale, I sold on the day of _____ 2002, the defendant's personal property for and made the following appropriations.

SHERIFF COSTS:

RDR	\$ 9.00
SERVICE	9.00
MILEAGE	13.65
LEVY	20.00
MILEAGE	13.65
POSTING	9.00
HANDBILLS	10.00
COMMISSION PAID	109.60
UNABLE TO LEVY (\$9.00)	
POSTAGE	1.39
ADD'L SERVICE	
ADD'L MILEAGE - DEPUTIZE	68.25
ADD'L POSTING	
COPIES/BILLING	15.00
BID	
RETURN OF INTERROGATORIES	
PHONE CALLS	5.00
TOTAL SHERIFF COSTS	\$283.54
	-109.60
TOTAL SHERIFF COSTS(-COMM)	\$173.94

DEBT & INTEREST:

DEBT	\$ 5,480.00
INTEREST FROM 8-10-00 TO 4/10/02	548.00
TOTAL DEBT & INTEREST	\$ 6,028.00
COSTS:	
ATTORNEY PAID	\$
ATTORNEY FEES	\$
COSTS TO PROTHONOTARY	\$ UNKNOWN
SHERIFF'S COSTS	\$173.94
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
COSTS	\$
OTHER COSTS - PREVIOUS	\$
TOTAL COSTS	\$ 173.94
TOTAL DEBT AND COSTS	\$6,201.94

Commission 2% on the first \$100,000.00 and ½% on all over that. Distribution will be made in accordance with the above schedule unless exceptions are filed with this office within ten (10) days from this date.

Chester A. Hawkins, Sheriff

LAW OFFICES
LEHMAN & KASUBICK

611 BRISBIN STREET, HOUTZDALE, PA 16651
Telephone (814) 378-7840
Facsimile (814) 378-6231

June 18, 2002

Clearfield County Sheriff's Office
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: Moshannon Construction, Inc.
vs. Elaine Donley
No. 2000-776-CD

Dear Chester:

The above case has been settled between the parties and you can cancel the Sheriff's Sale on the Hyster Roller and Low Boy Trailer scheduled for Friday, June 21, 2002 at 1:00 p.m.

Enclosed is a check in the amount of \$109.60 for the two (2%) percent commission for settlement of the case made payable to your office. This is based on the amount of the judgment of \$5,480.00 and is the figure your office provided to me.

This should conclude all matters on this case. If you have any questions, please feel free to contact me.

Very truly yours,

LEHMAN & KASUBICK


Girard Kasubick

GK:sp
Enclosure
cc: Elaine Donley

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically on these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exceptions or other rights.

If you have an exemption, you should do the following promptly: (1). Fill out the attached claim form and demand for a prompt hearing. (2). Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU
CAN GET LEGAL HELP.

David Meholic
Court Administrator
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against
Moshannon Construction, Inc., Plaintiff,

1. You are directed to levy upon the property of
the Plaintiff and to sell its interest in any equipment or
machines, such as motor vehicles, paving machines,
rollers, or other equipment and machines and tools located
at the business premises of Moshannon Construction, Inc.
at P.O. Box 497, Madera, Pennsylvania, said business
located at the corner of Main Street and Beulah Road in
Madera, Pennsylvania which is also PA Route 53 and
Township Road T-556.

2. You are also directed to attach the property of
the Defendant not levied upon in the possession of no
garnishee as garnishee:

None

and to notify the garnishee that:

- a). an attachment has been issued;
- b). the Garnishee is enjoined from paying any debt to or for the account of the Plaintiff and from delivering any property of the Plaintiff or otherwise disposing thereof;
3. if property of the Plaintiff not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify them that they have been added as a garnishee and is enjoined as above stated.

Amount due. \$5,480.00

Interest from 8/10/00 to 4/10/02 . 548.00

Court Costs to date including

 filing of the Writ 345.30

Additional Prothonotary & Sheriff's

 costs on execution. unknown

Legal Fees. 600.00

Amount Due \$6,973.30



William A. Shaw, Prothonotary

Seal of the Court

By: Deputy

Dated: April 22, 2002

RECEIVED APR 22 2002

(@ 3:43 PM

Wester A. Nauers
by Margaret N. Pitt

COMMONWEALTH OF PENNSYLVANIA :

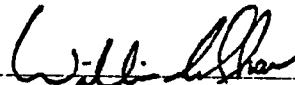
COUNTY OF :

I, Girard Kasubick, Esq., being duly sworn according to law, depose and say that to the best of my knowledge, information and belief, the Writ can be served upon the Plaintiff as the following address:

Moshannon Construction, Inc.
P.O. Box 497
Corner of Main Street & Beulah Road
Madera, PA 16661


Girard Kasubick
Girard Kasubick, Esq.,
Attorney for Defendant

Sworn to and subscribed
before me this 2nd
day of April, 2002.



N.P.

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
vs. : No.: 00-776-CD
ELAINE DONLEY, :
Defendant :
:

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above named Plaintiff, claim exemption of property from levy or attachment:

1. From my personal property in my possession which has been levied upon,

a). I desire that my \$300 statutory exemption be:

_____ i. set aside in kind (specify property to be set aside in kind) _____

_____ ii. paid in cash following the sale of the property levied upon; or

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cash; _____ in kind (specify property) _____

b). Social Security benefits on deposit in the amount of \$ _____.

c). other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at: _____

Street Address

City _____ State _____ Zip Code _____ Phone # _____

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

, President of
Moshannon Construction, Inc.

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD CO.:

Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

LEHMAN & KASUBICK
611 BRISBIN STREET
HOUTZDALE, PA 16651
(814) 378-7840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION

MOSHANNON CONSTRUCTION, INC., :
Plaintiff :
: No. 00-776-CD
vs. :
: :
ELAINE DONLEY, :
Defendant :
:

PRAECIPE FOR SATISFACTION

TO: William A. Shaw, Prothonotary:

Please mark the above-captioned matter satisfied,
settled, and discontinued from judgment in favor of the
Defendant and against Plaintiff pursuant to Order of Court
dated January 8, 2002.

Dated: September 16, 2003


Girard Kasubick, Esq.,
Attorney for Defendant

FILED

SEP 16 2003

William A. Shaw
Prothonotary

FILED
O 8.56 AM PER 1100
no cc
SEP 16 2003 cert. to attorney

William A. Shew
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-00776-CD

Moshannon Construction, Inc.

Debt: \$6,973.30

Vs.

Atty's Comm.:

Elaine Donley

Interest From:

Cost: \$

NOW, Tuesday, September 16, 2003, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 16th day of September, A.D. 2003.

Prothonotary