

00-956-CD
WOODLAND-BIGLER AREA AUTHORITY -vs- BRIAN KNEPP et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

11C WOODLAND-BIGLER AREA AUTHORITY: NO. 00 - 956- CD
Plaintiff :
vs : Type of Case: Assumpsit
BRIAN KNEPP, BETTY KNEPP, : Type of Pleading: Complaint
SARAHJANE KNEPP, BUD W. : Filed on Behalf of: Plaintiff
KNEPP and ELLA M. KNEPP, : Counsel of Record for this Party:
Defendants : Michael P. Yeager, Esq.
: Supreme Court No.: 15587
: P.O. Box 752
: 110 North Second Street
: Clearfield, PA 16830
: (814) 765-9611

FILED
AUG 10 2000
012451 AM
William A. Shaw PD
Prothonotary 80-
S Cen to Atty BY Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WOODLAND-BIGLER AREA AUTHORITY:

INC., :
Plaintiff : No. 00 - - CD
vs. :
BRIAN KNEPP, BETTY KNEPP, :
SARAHJANE KNEPP, BUD W. KNEPP :
and ELLA M. KNEPP, :
Defendants

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 further notice for any money claimed in the Complaint or for any other claim 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
2nd & Market Streets
Clearfield, PA 16830
Telephone: 814-765-2641 Ex 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WOODLAND-BIGLER AREA AUTHORITY:

Plaintiff	:	No. 00 -	- CD
	:		
vs.	:		
	:		
BRIAN KNEPP, BETTY KNEPP,	:		
SARAHJANE KNEPP, BUD W. KNEPP	:		
and ELLA M. KNEPP,	:		
Defendants			

C O M P L A I N T

COMES NOW, the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint based upon a cause of action whereof the following is a statement:

1. The Plaintiff is a Pennsylvania municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at S.R. 2027, Mineral Springs, PA and with a mailing address of P.O. Box 27, Woodland, PA 16881.

2. The Defendants are adult individuals some or all of whom may reside in Bradford Township, Clearfield County, Pennsylvania; but maintain an address of P.O. Box 68, Bigler, PA 16825.

3. Plaintiff supplied sewage services to Defendants at premises identified by Clearfield County Assessment Map No. 106-N9-593-6 at the times and for the prices set forth in Plaintiff's books of original entry, a summary of which is attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. The sewage services were supplied generally to the Defendants at the above-described property they own or reside in in Bradford Township, Clearfield County, Pennsylvania.

5. The Defendants utilized the sewage services as above-described.

6. The prices set forth in "Exhibit A" are the fair, reasonable and market prices for said sewage services and interest and the prices which all customers of Plaintiff must pay.

7. The Plaintiff provided the services described in "Exhibit A" based upon the reasonable and justifiable expectation of being paid the amounts set forth below.

8. Although demand has been made, the Defendants have failed to make complete payment of the amounts due as outlined herein.

COUNT I

BREACH OF CONTRACT

9. Paragraph Nos. 1 through 8 above are incorporated herein as if more fully set forth.

10. As a result of the Defendant's failure to pay for the services and interest as set forth on the attached "Exhibit A", Plaintiff has been damaged in the amount of Five Thousand One Hundred Sixty-Five and 19/100 (\$5,165.19) Dollars.

11. It is believed and therefore averred that at various times all Defendants utilized or benefitted from the services provided so that liability for the same is alleged to be individual, joint and several as to the Defendants.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, individually, jointly and severally, the sum of Five Thousand One Hundred Sixty-Five and 19/100 (\$5,165.19) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendants,

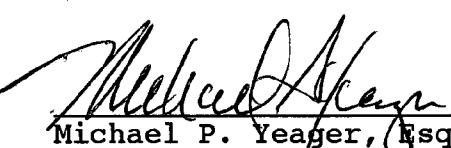
COUNT II

QUASI-CONTRACT

11. Paragraph Nos. 1 through 10 above are incorporated herein as if more fully set forth.

12. Defendants have been unjustly enriched in the amount of the services and interest set forth on the attached "Exhibit A".

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, individually, jointly and severally, the sum of Five Thousand One Hundred Sixty-Five and 19/100 (\$5,165.19) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendants.



Michael P. Yeager, Esquire
Attorney for Plaintiff

WOODLAND-BIGLER AREA AUTHORITY
Customer QuickReport
April 1, 1996 through August 8, 2000

08/08/00

Type	Date	Num	Memo	Account	Clr	Split	Amount
KNEPP, BUD & ELLA							
Invoice	11/30/1996	113		120 · ACCOUNTS ...	295 · Opening ...		1,593.10
Stmt Charge	12/8/1996		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	12/8/1996	333		120 · ACCOUNTS ...	330 / FINANC...		19.71
Stmt Charge	1/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	1/8/1997	425		120 · ACCOUNTS ...	330 / FINANC...		19.62
Stmt Charge	2/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	2/8/1997	514		120 · ACCOUNTS ...	330 / FINANC...		20.84
Stmt Charge	3/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	3/8/1997	599		120 · ACCOUNTS ...	330 / FINANC...		22.10
Stmt Charge	4/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	4/8/1997	699		120 · ACCOUNTS ...	330 / FINANC...		19.14
Stmt Charge	5/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	5/9/1997	808		120 · ACCOUNTS ...	330 / FINANC...		22.54
Stmt Charge	6/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	6/9/1997	FC 40	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		27.21
Stmt Charge	7/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	7/8/1997	FC 224	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		27.78
Stmt Charge	8/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	8/8/1997	FC 326	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		30.80
Stmt Charge	9/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	9/8/1997	FC 417	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		31.37
Invoice	9/26/1997	906		120 · ACCOUNTS ...	306 / SALES/...		42.50
Stmt Charge	10/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	10/8/1997	FC 503	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		30.90
Stmt Charge	11/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	11/8/1997	FC 588	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		33.16
Stmt Charge	12/8/1997		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	12/8/1997	FC 671	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		32.63
Stmt Charge	1/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	1/9/1998	FC 760	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		35.31
Stmt Charge	2/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	2/9/1998	FC 843	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		34.87
Stmt Charge	3/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	3/9/1998	FC 915	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		31.95
Stmt Charge	4/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	4/8/1998	FC 991	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		34.83
Stmt Charge	5/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	5/8/1998	FC 10...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		35.38
Stmt Charge	6/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	6/8/1998	FC 11...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		37.15
Stmt Charge	7/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	7/8/1998	FC 12...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		36.48
Invoice	8/5/1998	938		120 · ACCOUNTS ...	306 / SALES/...		12.50
Stmt Charge	8/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	8/8/1998	FC 13...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		38.29
Stmt Charge	9/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	9/8/1998	FC 13...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		39.05
Stmt Charge	10/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	10/8/1998	FC 14...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		38.31
Stmt Charge	11/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	11/9/1998	FC 15...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		41.31
Stmt Charge	12/8/1998		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	12/8/1998	FC 16...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		38.06
Stmt Charge	1/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	1/8/1999	FC 17...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		41.33
Stmt Charge	2/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	2/8/1999	FC 18...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		41.90
Stmt Charge	3/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	3/8/1999	FC 19...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		38.24
Stmt Charge	4/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	4/8/1999	FC 19...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		43.04
Stmt Charge	5/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	5/8/1999	FC 20...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		42.16
Stmt Charge	6/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	6/8/1999	FC 21...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		44.18
Stmt Charge	7/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	7/8/1999	FC 22...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		43.26

WOODLAND-BIGLER AREA AUTHORITY

08/08/00

Customer QuickReport

April 1, 1996 through August 8, 2000

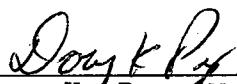
Type	Date	Num	Memo	Account	Cir	Split	Amount
Stmt Charge	8/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	8/8/1999	FC 23...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		45.32
Stmt Charge	9/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	9/8/1999	FC 24...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		45.89
Stmt Charge	10/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	10/8/1999	FC 25...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		44.36
Stmt Charge	11/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	11/8/1999	FC 25...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		46.46
Stmt Charge	12/8/1999		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	12/8/1999	FC 26...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		44.93
Stmt Charge	1/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	1/8/2000	FC 27...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		65.03
Stmt Charge	2/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	2/8/2000	FC 28...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		66.04
Stmt Charge	3/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	3/8/2000	FC 29...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		63.66
Stmt Charge	4/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	4/8/2000	FC 29...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		69.69
Stmt Charge	5/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	5/8/2000	FC 30...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		68.44
Stmt Charge	6/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	6/8/2000	FC 31...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		72.40
Stmt Charge	7/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	7/10/2000	FC 32...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		76.17
Stmt Charge	8/8/2000		MONTHLY S...	120 · ACCOUNTS ...	30612 / SALE...		37.00
Invoice	8/8/2000	FC 33...	Finance Char...	120 · ACCOUNTS ...	-SPLIT-		70.80

TOTAL *45165.19*

VERIFICATION

I, DOUG K. PRY, Manager, of WOODLAND-BIGLER AREA AUTHORITY, being duly authorized to make this Verification, have read the foregoing Complaint. The statements therein are true and correct to the best of my personal knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Doug K. Pry, Manager
Woodland-Bigler Area Authority

MICHAEL P. YEAGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WOODLAND-BIGLER AREA AUTHORITY

00-956-CD

VS

KNEPP, BRIAN

COMPLAINT IN ASSUMPSIT

SHERIFF RETURNS

NOW AUGUST 15, 2000 AT 10:47 AM DST SERVED THE WITHIN
COMPLAINT IN ASSUMPSIT ON BUD W. KNEPP, DEFENDANT AT
RESIDENCE P.O. BOX 68, BIGLER, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO BUD W. KNEPP A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

NOW AUGUST 15, 2000 AT 10:47 AM DST SERVED THE WITHIN
COMPLAINT IN ASSUMPSIT ON BRIAN KNEPP, DEFENDANT AT
RESIDENCE P.O. BOX 68, BIGLER, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO BUD KNEPP, FATHER A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

NOW AUGUST 15, 2000 AT 10:49 AM DST SERVED THE WITHIN
COMPLAINT IN ASSUMPSIT ON BETTY KNEPP, DEFENDANT AT
RESIDENCE P.O. BOX 68, BIGLER, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO BUD KNEPP, FATHER A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND
MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: McCLEARY/NEVLING

NOW AUGUST 30, 2000 AT 11:49 AM DST SERVED THE WITHIN
COMPLAINT IN ASSUMPSIT ON SARAH JANE KNEPP, DEFENDANT AT
RESIDENCE P.O. BOX 68, BIGLER, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO SARAH JANE KNEPP A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND
MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MORGILLO

NOW SEPTEMBER 5, 2000 AT 9:43 AM DST SERVED THE WITHIN
COMPLAINT IN ASSUMPSIT ON ELLA M. KNEPP, DEFENDANT AT
RESIDENCE 409 E. MARKET ST., APT. 3, CLEARFIELD, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO ELLA M. KNEPP A TRUE AND
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND
MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

FILED

SEP 18 2000

4:00 PM
William A. Shaw
Prothonotary

MICHAEL P. YEAGER

WOODLAND-BIGLER AREA AUTHORITY
VS
KNEPP, BRIAN

00-956-CD

CHARGES

COMPLAINT IN ASSUMPSIT

51.65 SHFF. HAWKINS PAID BY: ATTY.
50.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18th DAY OF SEPT. 2000
Cule

SO ANSWERS,

*Chester A. Hawkins
by Marilyn Harris*

CHESTER A. HAWKINS
SHERIFF

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

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

WOODLAND-BIGLER AREA AUTHORITY:

Plaintiff : No. 00 - 956 - CD

vs.

(3) BRIAN KNEPP, BETTY KNEPP,
SARAHJANE KNEPP, BUD W. KNEPP
and ELLA M. KNEPP,
Defendants

:
:
:
:
:

FILED

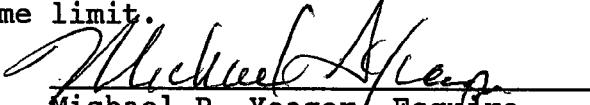
OCT 30 2000

William A. Shaw
Prothonotary

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter default judgment in the amount of Five Thousand
One Hundred Sixty-Five and 19/100 (\$5,165.19) Dollars together
with interest, costs and attorneys commission as against the
Defendants' Brian Knepp and Betty Knepp due to the Defendants'
failure to enter an appearance or file an Answer within the
allotted twenty (20) day time limit.


Michael P. Yeager, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to
file a Praecipe for default judgment was mailed to the Defendant
above named after default on October 11, 2000, at least ten (10)
days prior to the filing of the within Praecipe. A copy of the
aforesaid Notice is attached hereto, made a part hereof and
incorporated herein by reference as "Exhibit A". A Certificate
of Mailing indicating the date of said mailing is attached
hereto, made a part hereof and incorporated herein by reference
as "Exhibit B".


Michael P. Yeager, Esquire
Attorney for Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WOODLAND-BIGLER AREA AUTHORITY:

Plaintiff : No. 00 - 956 - CD
:
vs. :
:
BRIAN KNEPP, BETTY KNEPP, :
SARAHJANE KNEPP, BUD W. KNEPP :
and ELLA M. KNEPP, :
Defendants

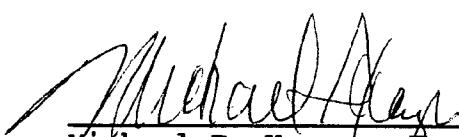
To: Brian Knepp
Betty Knepp
P.O. Box 68
Bigler, PA 16825

Date of Notice: October 10, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830
Telephone: 814-765-2641 Ex 5982

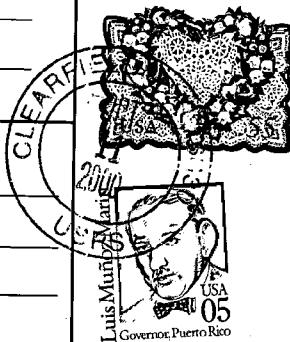


Michael P. Yeager, Esquire
Attorney for Plaintiff
P.O. Box 752
Clearfield, PA 16830



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE — POSTMASTER		
Received From: <u>Michael P. Yeager, Esquire</u>		
<u>P.O. Box 752</u>		
<u>Clearfield, PA 16830</u>		
One piece of ordinary mail addressed to: <u>Brian Knepp</u> <u>Betty Knepp</u> <u>P.O. Box 68</u> <u>Bigler, PA 16825</u>		

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fees.



PS Form 3817, Mar. 1989



FILE

OCT 30 2000

Q3561ath Reas, PD \$20.00

William A. Shaw
Prothonotary

Not. to Drs. B. Knupp

Brian Knupp

com

Statement to ath Reas

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

COPY

WOODLAND-BIGLER AREA AUTHORITY:

Plaintiff : No. 00 - 956 - CD

vs.

BRIAN KNEPP, BETTY KNEPP, :
SARAHJANE KNEPP, BUD W. KNEPP :
and ELLA M. KNEPP, :
Defendants

Notice is given that a JUDGMENT in the above-captioned
matter has been entered against you in the amount of \$ 5,165.19
on October 30, 2000.

William A. Shaw, Prothonotary

By _____

William A. Shaw

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

WOODLAND-BIGLER AREA AUTHORITY
Plaintiff(s)

No. 00-956-CD

COPY

vs.

BRIAN KNEPP, BETTY KNEPP, SARAHJANE

KNEPP, BUD W. KNEPP and ELLA KNEPP
Defendant(s)

Real Debt \$5,165.19

Atty's Comm _____

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$ _____

Instrument _____

Date of Entry October 30, 2000

Expires October 30, 2005

Certified from the record this 30th day of October, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20 ___, of defendant full
satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary
is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WOODLAND-BIGLER AREA AUTHORITY:

Plaintiff : No. 00 - 956 - CD

vs.

BRIAN KNEPP, BETTY KNEPP, :
SARAHJANE KNEPP, BUD W. KNEPP :
and ELLA M. KNEPP, :
Defendants :

FILED

DEC 14 2000

William A. Shaw
Prothonotary

**STIPULATION AND DELINQUENT ACCOUNT INSTALLMENT AGREEMENT
(With Confession of Judgment)**

THIS STIPULATION AND AGREEMENT, made and entered into this
9th day of NOVEMBER, 2000, by and between WOODLAND-BIGLER
AREA AUTHORITY, a municipal authority organized and existing under
the laws of the Commonwealth of Pennsylvania with its principal
office at P.O. Box 27, Woodland, PA 16881, party of the first part,
hereinafter referred to as "WBAA"

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BRIAN KNEPP and BETTY KNEPP, husband and wife, of P.O. Box 68,
Bigler, Clearfield County, Pennsylvania, party of the second part,
hereinafter referred to as "Knepps".

W I T N E S S E T H :

WHEREAS, WBAA owns and operates a sewage collection and
treatment system ("System") servicing customers and properties
within parts of Bradford Township, Clearfield County, Pennsylvania

and particularly the Woodland area of said Township; and

WHEREAS, WBAA has established various rates and charges and from time to time will reestablish and otherwise amend those rates and charges for provision of such sewage collection and treatment services; and

WHEREAS, Knepps own and reside in a parcel of real estate in Bradford Township, Clearfield County, Pennsylvania serviced by the System; and

WHEREAS, Knepps acknowledge that there is a delinquency with regard to payment to WBAA for such sewage collection and treatment services as it relates to the premises which they own; and

WHEREAS, WBAA has attempted to have water service to the premises described herein discontinued as a result of the failure by Knepps to pay all delinquent sewer account balances; and

WHEREAS, WBAA has initiated a lawsuit at No. 00-956-CD of Clearfield County as against Knepps and other party owners of the premises described herein; and

WHEREAS, Knepps and WBAA otherwise wish to resolve the Knepps' delinquent account for the property owned by Knepps and within which Knepps reside and otherwise establish continuing monthly payments on the part of Knepps so as to result in a payment in full of the delinquent account; and

WHEREAS, in the event of continuing payments from Knepps as hereinafter described, the WBAA will otherwise forbear further attempts to discontinue water service and will otherwise refrain

from alternative collection efforts on the delinquent account balance while payments as hereinafter described continue to be made.

NOW THEREFORE, for and in consideration of the terms and conditions herein contained, the sums hereinafter to be paid and otherwise with the intent of being legally bound hereby, the parties hereto do hereby agree as follows:

1. The parties hereto agree that the Knepps' account is currently delinquent in the amount of Five Thousand Two Hundred Seventy-Nine and 65/100 (\$5,279.65) Dollars.

2. A judgment in the amount of the delinquent account balance (Five Thousand One Hundred Sixty-Five and 19/100 (\$5,165.19) Dollars) shall be entered in the lawsuit initiated by WBAA at No. 00-956-CD of Clearfield County, Pennsylvania as against Knepps by default.

3. Knepps agree to pay the total sum of One Hundred (\$100.00) Dollars per month for sewage service to be apportioned as follows:

(a) The sum of Thirty-Seven (\$37.00) Dollars per month or the then current monthly charge is to be attributable to the then-current and continuing monthly sewage charges of WBAA.

(b) The balance in the amount of Sixty-Three (\$63.00) Dollars is to be applied to the delinquent account balance described in Paragraph 1.

4. This total sum of One Hundred (\$100) Dollars per month, as

described in Paragraph 3 above, shall continue to be paid and apportioned as above outlined for a period of two (2) years from the date hereof, at which time Knepps agree to increase the total sum paid per month to Two Hundred Fifty (\$250) Dollars per month for sewage service to be apportioned as follows:

- (a) The then-current amount being charged by WBAA for continuing monthly sewage charges; and
- (b) The balance after deduction for the current and continuing monthly sewage charges is to be applied to the delinquent account balance described in Paragraph 1.

5. The parties hereto, and specifically Knepps, understand and agree that the delinquent account balance as above indicated will continue to incur interest at the rate of One and one-half (1½%) percent per month on the then delinquent balance due.

6. Payments to be made hereunder shall be made at the WBAA offices at P.O. Box 27, Woodland, PA 16881.

7. Knepps shall be entitled to prepay the principal and accumulating interest due hereunder, in whole or in part, without penalty on any payment date; provided, however, that no partial prepayment shall alter the amount and due dates of the subsequent monthly payments or installments until the principal of and interest described in this Agreement are paid in full.

8. During the time within which Knepps continue to adhere to the terms and conditions hereof and otherwise remain current with regard to continuing payments of principal and interest as herein

described, WBAA will not pursue continuing collection attempts with regard to the judgment for the delinquent account balance as described in Paragraph 2 above. In the event of default for the space of thirty (30) days in the payment of any installment of principal, interest or other payments due hereunder, WBAA shall be authorized to proceed with further collection efforts relative to the judgment entered as described in Paragraph 2 including, but not limited to, the separate filing of this Agreement together with the then-delinquent account balance so as to revise the judgment amount secured as a result of the lawsuit described above.

9. If this Agreement is placed in the hands of an attorney for collection, Knepps agrees to pay as a reasonable attorney's fee twenty (20%) percent of the amount due and owing on this defaulted Agreement, together with all costs of collection.

10. TO SECURE PAYMENT PURSUANT TO THIS AGREEMENT, Knepps HEREBY AUTHORIZE, IRREVOCABLY, THE PROTHONOTARY, CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THEM IN SUCH COURT AT ANY TIME HEREAFTER AND CONFESS A JUDGMENT AGAINST THEM IN FAVOR OF WBAA OR ANY HOLDER HEREOF WITH (OR WITHOUT) THE FILING OF AN AVERMENT OF DEFAULT, WITH RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION, AND FOR SUCH AMOUNT AS MAY APPEAR TO BE UNPAID THEREON TOGETHER WITH CHARGES, ATTORNEY'S FEES AND COSTS OF COLLECTION AS HEREIN PROVIDED; AND KNEPPS FURTHER HEREBY WAIVE AND RELEASE ALL BENEFIT AND RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS OF ANY STATE, NOW IN FORCE OR HEREAFTER TO BE PASSED.

11. During the time within which Knepps continue to adhere to the terms and conditions hereof and otherwise remain current with regard to continuing payments of principal and interest as herein described, WBAA will not pursue continuing attempts to terminate water service to the residence within which Knepps reside. However, in the event of a default hereunder and should any of the account balance become delinquent beyond the terms and conditions described herein, WBAA shall be authorized to proceed anew in its attempts to have water service discontinued to said residence.

12. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Agreement. No amendment, change or addition to this Agreement shall be binding upon either of the parties hereto unless reduced to writing and signed by all parties.

13. If any particular term, covenant or provision of this Agreement shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Agreement which shall nevertheless remain in full force and effect.

15. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

16. This Agreement shall extend to and bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by properly authorized Authority officials and their Authority seal to be affixed hereto or have otherwise set their hands and seals as of the day and year first above written, all intending to be legally bound thereby.

ATTEST:

WOODLAND-BIGLER AREA AUTHORITY

Jack L. Wilkins Sec
Secretary

By Donald E. Nally Chairman
Chairman

WITNESS:

Penny Sue Hunt

Brian R. Knepp
Brian Knepp

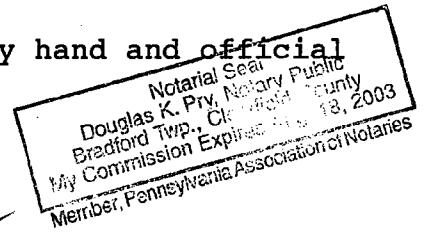
Penny Sue Hunt

Betty Knepp
Betty Knepp

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this, the 14th day of November, 2000, before me,
the undersigned officer, personally appeared RONALD E. KELLY, who
acknowledged himself to be the Chairman of WOODLAND-BIGLER AREA
AUTHORITY, and that he, being authorized to do so, executed the
foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

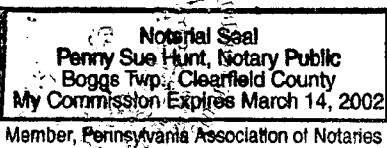


Douglas K. Priv

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this, the 3rd day of November, 2000, before
me, the undersigned officer, personally appeared BRIAN KNEPP and
BETTY KNEPP, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.



Penny Sue Hunt

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5/22/00 cc

William A Shaw
Prothonotary

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