

01-828-CD
WILLIAM G. SATTERLEE & SONS, INC. -vs- PENN-CRAMPION COAL
COMPANY

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

WILLIAM G. SATTERLEE & SONS, INC., :

Plaintiff : No. 01 - 828 - CD

vs.

: COMPLAINT

PENN-GRAMPIAN COAL COMPANY,

Defendant :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
MAY 3, 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 828 - CD
vs. :
:
PENN-GRAMPIAN COAL COMPANY, :
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 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
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - - CD
vs. :
: :
PENN-GRAMPIAN COAL COMPANY, :
Defendant :
:

COMPLAINT

1. Plaintiff William G. Satterlee & Sons, Inc. is a Pennsylvania corporation with an office and place of business at R.D. #1, Box 173, Rochester Mills, PA 15771 ("Satterlee").
2. Defendant Penn-Grampian Coal Company is Pennsylvania corporation with an office and place of business at Box 249, Grampian, Clearfield County, Pennsylvania 16838 ("Penn-Grampian").
3. That Penn-Grampian purchased from Satterlee diesel fuel and related products commencing on August 20, 1999 through April 30, 2000.
4. That Satterlee charged Penn-Grampian its usual and customary charges for said diesel fuel and related products.
5. That during the time of Penn-Grampian purchases, Satterlee maintained books of account, keeping an accurate and

running account of all debits and credits for the sale of diesel fuel and related products to Penn-Grampian.

6. That Satterlee submitted to Penn-Grampian a written account monthly requesting payment for the outstanding balance on the account. A copy of said accounting is attached hereto and marked Exhibit "A."

7. That Satterlee has made a demand for the payment of said outstanding balances due on said account which Penn-Grampian has failed and refused to pay.

WHEREFORE, Satterlee demands judgment against Penn-Grampian for \$20,037.97, together with interest at the rate of eighteen (18%) percent from May 31, 2000.

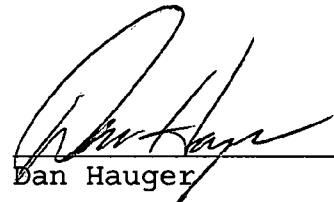
BELIN & KUBISTA

By

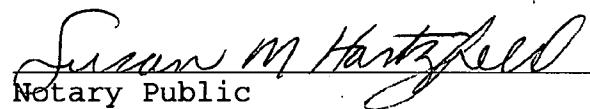
Carl A. Belin, Jr., Esquire

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF *Clearfield* :
:

Before me the undersigned officer, personally appeared DAN HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Dan Hauger

Sworn and subscribed before me this 30th day of
May, 2001.


Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD CO., PA.
MY COMMISSION EXPIRES AUG. 16, 2001



WILLIAM G. SATTERLEE AND SONS

SITE LOCATIONS

CARDLOCK FUELING

12475 Rte. 119 Hwy North
Rochester Mills, PA 15771

(724) 397-2400

(800) 942-2214

***** CUSTOMER STATEMENT *****

- 1 Indiana 13 Clearfield
- 2 Brookville
- 3 Punxy.
- 4 Brockway
- 5 DuBois
- 6 286 Clymer
- 9 Stahlman's
- 10 Dimmick's
- 11 West Penn
- 12 St. Marys

PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA
16830

05/20/2000

CL 1918

ACTIVITY	TRX/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
04/20/2000				PREVIOUS BALANCE					
04/24/2000	20390	04/24/2000	20390	DIESEL FUEL * CLEARFIELD	87.0 GAL.	1.0470	91.09	48.03	\$19101.08
04/25/2000	21184	04/25/2000	21184	DIESEL FUEL * DIMMICK'S	GAL.	1.0470			\$139.12
04/25/2000	21185	04/25/2000	21185	DIESEL FUEL * DIMMICK'S	75.0 GAL.	1.0470	78.53	41.40	\$.00
04/26/2000	22277	04/26/2000	22277	DIESEL FUEL * DIMMICK'S	82.0 GAL.	1.0470	85.85	45.27	\$119.93
04/27/2000	23234	04/27/2000	23234	DIESEL FUEL * DIMMICK'S	74.0 GAL.	1.0470	77.48	40.85	\$131.12
04/30/2000	25261	04/30/2000	25261	DIESEL FUEL * CLEARFIELD	91.0 GAL.	1.0470	95.28	50.23	\$118.33
05/20/2000	002347	05/20/2000	002347	Finance Charge					\$145.51
									\$282.88
				TOTAL GALLONS	409.0			BALANCE DUE....	\$20037.97

--> A DISCOUNT OF \$20.45 MAY BE DEDUCTED IF PAID BY 06/10/2000 <--
FOR THE PURCHASE OF 409.00 GALLONS AT A DISCOUNT RATE OF \$.0500 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
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***** CUSTOMER STATEMENT *****

SITE LOCATIONS

1	Indiana	13	Clearfield
2	Brookville		
3	Punxy.		
4	Brockway		
5	DuBois		
6	286 Clymer		
9	Stahlman's		
10	Dimmick's		
11	West Penn		
12	St. Marys		

PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA

04/20/2000

CL 1918

16830

ACTIVITY DATE	TRX/CHK NBR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
03/20/2000		PREVIOUS BALANCE					
03/21/2000	17896	DIESEL FUEL * CLEARFIELD	61.0 GAL.	.9770	59.60	33.67	\$18157.05
03/22/2000	18978	DIESEL FUEL * DIMMICK'S	85.0 GAL.	.9770	83.05	46.92	\$93.27
03/23/2000	20072	DIESEL FUEL * DIMMICK'S	71.0 GAL.	.9770	69.37	39.19	\$129.97
03/24/2000	20415	DIESEL FUEL * DIMMICK'S	73.0 GAL.	.9770	71.32	40.29	\$108.56
03/27/2000	22937	DIESEL FUEL * DIMMICK'S	82.0 GAL.	.9770	80.11	45.27	\$111.61
03/28/2000	23667	DIESEL FUEL * CLEARFIELD	69.0 GAL.	.9770	67.41	38.09	\$125.38
03/29/2000	24814	DIESEL FUEL * CLEARFIELD	80.0 GAL.	.9770	78.16	44.16	\$105.50
03/31/2000	26179	DIESEL FUEL * DIMMICK'S	58.0 GAL.	.9570	55.51	32.01	\$122.32
03/31/2000	26184	DIESEL FUEL * DIMMICK'S	73.0 GAL.	.9570	69.86	40.29	\$87.52
04/03/2000	00911	DIESEL FUEL * DIMMICK'S	87.0 GAL.	1.0070	87.61	48.03	\$110.15
04/05/2000	01898	DIESEL FUEL * DIMMICK'S	89.0 GAL.	1.0070	89.62	49.13	\$135.64
04/05/2000	02220	DIESEL FUEL * DIMMICK'S	67.0 GAL.	.9770	65.46	36.99	\$102.45
04/06/2000	04826	DIESEL FUEL * DIMMICK'S	95.0 GAL.	.9470	89.97	52.44	\$142.41
04/07/2000	04839	DIESEL FUEL * DIMMICK'S	87.0 GAL.	.9470	82.39	48.03	\$130.42
04/11/2000	06097	DIESEL FUEL * DIMMICK'S	68.0 GAL.	.9470	64.40	37.53	\$101.93
04/10/2000	002737	PAYMENT THANK-YOU					
04/11/2000	08689	DIESEL FUEL * CLEARFIELD	87.0 GAL.	.9470	82.39	48.03	\$2000.00CR
04/12/2000	09619	DIESEL FUEL * DIMMICK'S	65.0 GAL.	.9470	61.56	35.88	\$130.42
04/13/2000	10742	DIESEL FUEL * DIMMICK'S	75.0 GAL.	.9670	72.53	41.40	\$97.44
04/14/2000	11913	DIESEL FUEL * DIMMICK'S	92.0 GAL.	.9670	88.96	50.79	\$113.93
04/17/2000	13938	DIESEL FUEL * CLEARFIELD	57.0 GAL.	.9470	53.98	31.47	\$139.75
04/18/2000	14691	DIESEL FUEL * DIMMICK'S	77.0 GAL.	.9670	74.46	42.51	\$85.45
04/19/2000	16158	DIESEL FUEL * CLEARFIELD	100.0 GAL.	.9670	96.70	55.20	\$116.97
04/20/2000	17272	DIESEL FUEL * DIMMICK'S	75.0 GAL.	1.0470	78.53	41.40	\$151.90
04/20/2000	008000	Finance Charge					\$119.93
							\$242.36
		TOTAL GALLONS	1773.0			BALANCE DUE....	\$19101.08

--> A DISCOUNT OF \$124.11 MAY BE DEDUCTED IF PAID BY 05/10/2000 <--
FOR THE PURCHASE OF 1773.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
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WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING

12475 Rte. 119 Hwy North
 Rochester Mills, PA 15771
 (724) 397-2400
 (800) 942-2214

SITE LOCATIONS

1	Indiana	13	Clearfield
2	Brookville		
3	Punxy.		
4	Brockway		
5	DuBois		
6	286 Clymer		
9	Stahlman's		
10	Dimmick's		
11	West Penn		
12	St. Marys		

**** CUSTOMER STATEMENT ****

PENN-GRAMPIAN COAL CO
 BOX 249

Date

Cust. No.

CLEARFIELD, PA
 16830

03/20/2000

CL 1918

ACTIVITY	TRX/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
02/20/2000				PREVIOUS BALANCE					
03/01/2000	27417			DIESEL FUEL * BROCKWAY	101.0 GAL	1.0770	108.78	55.75	\$16026.19
03/01/2000	00633			DIESEL FUEL * DIMMICK'S	92.0 GAL.	1.0770	99.08	50.79	\$164.53
03/02/2000	01733			DIESEL FUEL * DIMMICK'S	82.0 GAL.	1.1270	92.41	45.27	\$149.87
03/03/2000	03068			DIESEL FUEL * DIMMICK'S	45.0 GAL.	1.1270	50.72	24.84	\$137.68
03/06/2000	04643			DIESEL FUEL * DIMMICK'S	91.0 GAL.	1.1270	102.56	50.23	\$152.79
03/08/2000	04906			DIESEL FUEL * DIMMICK'S	88.0 GAL.	1.1270	99.18	48.57	\$147.75
03/08/2000	06050			DIESEL FUEL * DIMMICK'S	76.0 GAL.	1.1270	85.65	41.95	\$127.60
03/09/2000	07622			DIESEL FUEL * CLEARFIELD	54.0 GAL.	1.0670	57.62	29.81	\$87.43
03/10/2000	08388			DIESEL FUEL * CLEARFIELD	80.0 GAL.	1.0670	85.36	44.16	\$129.52
03/14/2000	09816			DIESEL FUEL * DIMMICK'S	40.0 GAL.	1.0370	41.48	22.08	\$63.56
03/14/2000	11609			DIESEL FUEL * DIMMICK'S	111.0 GAL.	1.0370	115.11	61.27	\$176.38
03/15/2000	13043			DIESEL FUEL * DIMMICK'S	75.0 GAL.	1.0370	77.78	41.40	\$119.18
03/16/2000	13542			DIESEL FUEL * CLEARFIELD	68.0 GAL.	1.0370	70.52	37.53	\$108.05
03/17/2000	15545			DIESEL FUEL * DIMMICK'S	94.0 GAL.	.9970	93.72	51.89	\$145.61
03/21/2000	16851			DIESEL FUEL * CLEARFIELD	89.0 GAL.	.9770	86.95	49.13	\$136.08
03/20/2000	003546			Finance Charge					\$209.27
				TOTAL GALLONS	1186.0			BALANCE DUE....	\$18157.05

----> A DISCOUNT OF \$83.02 MAY BE DEDUCTED IF PAID BY 04/10/2000 <----
 FOR THE PURCHASE OF 1186.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
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***** CUSTOMER STATEMENT *****

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- 6 286 Clymer
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- 12 St. Marys

PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA

02/29/2000

CL 1918

16830

TOTAL GALLONS

1036.0

BALANCE DUE...

\$16026.19

-----> A DISCOUNT OF \$72.52 MAY BE DEDUCTED IF PAID BY 03/11/2000 <----
FOR THE PURCHASE OF 1036.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
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R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
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SITE LOCATIONS

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**** CUSTOMER STATEMENT ****

PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA
16830

01/20/2000

CL 1918

ACTIVITY	TRX/CHK	DATE	NR	PRODUCT DESCRIPTION	QTY	PRICE/ UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
12/20/1999				PREVIOUS BALANCE					\$16361.67
12/21/1999	19029			DIESEL FUEL * CLEARFIELD	83.0 GAL.	.8970	74.45	45.81	\$120.26
12/21/1999	19077			UNLEADED GAS * CLEARFIELD	14.0 GAL.	.8760	12.26	6.21	\$18.47
12/22/1999	19069			DIESEL FUEL * DIMMICK'S	58.0 GAL.	.8970	52.03	32.01	\$84.04
12/27/1999	22000			DIESEL FUEL * DIMMICK'S	34.0 GAL.	.8970	30.50	18.77	\$49.27
12/25/1999	22171			UNLEADED GAS * CLEARFIELD	25.0 GAL.	.8760	21.90	11.08	\$32.98
12/27/1999	23023			DIESEL FUEL * DIMMICK'S	GAL.	.8970			\$0.00
12/27/1999	23025			DIESEL FUEL * DIMMICK'S	76.0 GAL.	.8970	68.17	41.95	\$110.12
12/28/1999	23090			UNLEADED GAS * CLEARFIELD	12.0 GAL.	.8760	10.51	5.32	\$15.83
12/29/1999	25125			UNLEADED GAS * CLEARFIELD	10.0 GAL.	.8760	8.76	4.43	\$13.19
12/29/1999	25190			UNLEADED GAS * CLEARFIELD	6.0 GAL.	.8760	5.26	2.65	\$7.91
12/29/1999	25190			UNLEADED GAS * CLEARFIELD	11.0 GAL.	.8760	9.64	4.87	\$14.51
12/31/1999	27496			DIESEL FUEL * CLEARFIELD	77.0 GAL.	.9170	70.61	42.51	\$113.12
01/02/2000	27559			DIESEL FUEL * CLEARFIELD	30.0 GAL.	.8560	25.68	13.29	\$38.97
01/03/2000	00672			DIESEL FUEL * DIMMICK'S	79.0 GAL.	.9170	72.44	43.61	\$116.05
01/05/2000	01583			DIESEL FUEL * DIMMICK'S	78.0 GAL.	.9170	71.53	43.05	\$114.58
01/05/2000	00649			DIESEL FUEL * DIMMICK'S	54.0 GAL.	.8970	48.44	29.81	\$78.25
01/06/2000	00437			DIESEL FUEL * DIMMICK'S	70.0 GAL.	.8970	62.79	38.64	\$101.43
01/09/2000	004948			DIESEL FUEL * CLEARFIELD	66.0 GAL.	.8970	59.20	36.43	\$95.63
01/10/2000	00877			DIESEL FUEL * DIMMICK'S	54.0 GAL.	.8970	48.44	29.81	\$78.25
01/11/2000	07470			DIESEL FUEL * CLEARFIELD	87.0 GAL.	.8770	76.30	48.03	\$124.33
01/12/2000	008318			DIESEL FUEL * DIMMICK'S	83.0 GAL.	.8770	72.79	45.81	\$118.60
01/16/2000	11186			DIESEL FUEL * CLEARFIELD	85.0 GAL.	.8770	74.55	46.92	\$121.47
01/17/2000	12326			DIESEL FUEL * DIMMICK'S	67.0 GAL.	.8970	60.10	36.99	\$97.09
01/18/2000	13141			DIESEL FUEL * CLEARFIELD	84.0 GAL.	.9470	79.53	46.37	\$125.92
01/19/2000	14547			DIESEL FUEL * DIMMICK'S	82.0 GAL.	.9470	77.65	45.27	\$122.92
12/30/1999	0000000			PAYMENT THANK-YOU	92.0 GAL.	.9870	90.80	50.79	\$141.59
01/20/2000	15514			DIESEL FUEL * DIMMICK'S	52.0 GAL.	1.0470	54.44	28.71	\$2548.03CR \$83.15



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CARDLOCK FUELING**

R.D. 1 Box 173
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(724) 397-2400
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**** CUSTOMER STATEMENT ****

SITE LOCATIONS

1 Indiana	13 Clearfield
2 Brookville	
3 Punxy.	
4 Brockway	
5 DuBois	
6 286 Clymer	
9 Stahlman's	
10 Dimmick's	
11 West Penn	
12 St. Marys	

PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA
16830

01/20/2000

CL 1918

ACTIVITY	TRY/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
TOTAL GALLONS					1469.0	BALANCE DUE....			\$15951.57

--> A DISCOUNT OF \$102.83 MAY BE DEDUCTED IF PAID BY 02/10/2000 <---
FOR THE PURCHASE OF 1469.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
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**** CUSTOMER STATEMENT ****

SITE LOCATIONS

- 1 Indiana 13 Clearfield
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PENN-GRAMPIAN COAL CO
BOX 249

Date

Cust. No.

CLEARFIELD, PA
16830

12/20/99

CL 1918

ACTIVITY TRX/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
11/20/99			PREVIOUS BALANCE					\$15394.37
11/22/99	21396		UNLEADED GAS * CLEARFIELD	13.0 GAL.	.8960	11.65	5.76	\$17.41
11/22/99	21752		DIESEL FUEL * DIMMICK'S	79.0 GAL.	.8970	70.86	43.61	\$114.47
11/23/99	22454		DIESEL FUEL * DIMMICK'S	80.0 GAL.	.8970	71.76	44.16	\$115.92
11/26/99	25642		UNLEADED GAS * DUBOIS	9.0 GAL	.9260	8.33	3.99	\$12.32
11/28/99	26059		UNLEADED GAS * CLEARFIELD	9.0 GAL.	.9260	8.33	3.99	\$12.32
11/28/99	26064		UNLEADED GAS * CLEARFIELD	26.0 GAL.	.9260	24.08	11.51	\$35.59
12/01/99	26525		DIESEL FUEL * CLEARFIELD	69.0 GAL.	.9170	63.27	38.09	\$101.36
12/01/99	00098		DIESEL FUEL * DIMMICK'S	98.0 GAL.	.8670	84.97	54.09	\$139.06
12/02/99	01634		DIESEL FUEL * BROCKWAY	65.0 GAL	.8670	56.36	35.88	\$92.24
12/04/99	03650		UNLEADED GAS * CLEARFIELD	11.0 GAL.	.8960	9.86	4.87	\$14.73
12/06/99	03720		DIESEL FUEL * CLEARFIELD	30.0 GAL.	.8870	26.61	16.56	\$43.17
12/06/99	03856		DIESEL FUEL * DIMMICK'S	63.0 GAL.	.8870	55.88	34.77	\$90.65
12/07/99	04742		UNLEADED GAS * DUBOIS	11.0 GAL	.8960	9.86	4.87	\$14.73
12/08/99	05162		DIESEL FUEL * DIMMICK'S	71.0 GAL.	.8970	63.69	39.19	\$102.88
12/09/99	06680		DIESEL FUEL * BROCKWAY	41.0 GAL	.8970	36.78	22.63	\$59.41
12/09/99	07752		UNLEADED GAS * CLEARFIELD	35.0 GAL.	.9060	31.71	15.51	\$47.22
12/09/99	07772		UNLEADED GAS * CLEARFIELD	11.0 GAL.	.9060	9.97	4.87	\$14.84
12/09/99	08483		DIESEL FUEL * DIMMICK'S	90.0 GAL.	.8970	80.73	49.68	\$130.41
12/09/99	002679		PAYMENT THANK-YOU					
12/10/99	08813		DIESEL FUEL * DIMMICK'S	82.0 GAL.	.8970	73.55	45.27	\$1250.00CR
12/13/99	11198		DIESEL FUEL * DIMMICK'S	41.0 GAL.	.8770	35.96	22.63	\$58.59
12/13/99	11199		DIESEL FUEL * DIMMICK'S	55.0 GAL.	.8770	48.24	30.36	\$78.60
12/13/99	11436		UNLEADED GAS * CLEARFIELD	20.0 GAL.	.9060	18.12	8.86	\$26.98
12/14/99	11610		DIESEL FUEL * CLEARFIELD	85.0 GAL.	.8770	74.55	46.92	\$121.47
12/15/99	13179		DIESEL FUEL * BROCKWAY	49.0 GAL	.8770	42.97	27.05	\$70.02
12/16/99	14143		DIESEL FUEL * BROCKWAY	52.0 GAL	.8770	45.60	28.71	\$74.31
12/17/99	15706		UNLEADED GAS * CLEARFIELD	12.0 GAL.	.8760	10.51	5.32	\$15.83
12/17/99	15743		UNLEADED GAS * CLEARFIELD	13.0 GAL.	.8760	11.39	5.76	\$17.15



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214

**** CUSTOMER STATEMENT ****

PENN-GRAMPIAN COAL CO
BOX 249

CLEARFIELD, PA
16830

SITE LOCATIONS

- 1 Indiana 13 Clearfield
- 2 Brookville
- 3 Punxy.
- 4 Brockway
- 5 DuBois
- 6 286 Clymer
- 9 Stahlman's
- 10 Dimmick's
- 11 West Penn
- 12 St. Marys

Date
12/20/99
Cust. No.
CL 1918

ACTIVITY TRX/CHK

DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
12/20/99	15889	DIESEL FUEL * DIMMICK'S	82.0 GAL.	.8770	71.91	45.27	\$117.18
12/20/99	16760	UNLEADED GAS * DUBOIS	25.0 GAL	.8760	21.90	11.08	\$32.98
12/20/99	17614	DIESEL FUEL * DIMMICK'S	79.0 GAL.	.8970	70.86	43.61	\$114.47
	001BB2	Finance Charge					\$212.17
TOTAL GALLONS			1406.0	BALANCE DUE....			\$16361.67

--> A DISCOUNT OF \$98.42 MAY BE DEDUCTED IF PAID BY 1/10/00 <---
FOR THE PURCHASE OF 1406.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

SITE LOCATIONS

*R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214*

***** CUSTOMER STATEMENT *****

PENN-GRAMPIAN COAL CO.
BOX 249

Date

Cust. No.

CLEARFIELD, PA

11/20/99

CL 1918

16839



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214

***** CUSTOMER STATEMENT *****

SITE LOCATIONS

1	Indiana	13	Clearfield
2	Brookville		
3	Punxy.		
4	Brockway		
5	DuBois		
6	286 Clymer		
9	Stahlman's		
10	Dimmick's		
11	West Penn		
12	St. Marys		

PENN-GRAMPIAN COAL CO.
BOX 249

Date

Cust. No.

CLEARFIELD, PA

11/20/99

CL 1918

16830

ACTIVITY TRX/CHK

DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
11/11/99	11753	DIESEL FUEL * DIMMICK'S	78.0 GAL.	.8470	66.07	43.05	\$109.12
11/12/99	13649	DIESEL FUEL * DIMMICK'S	21.0 GAL.	.8470	17.79	11.59	\$29.38
11/12/99	13651	DIESEL FUEL * DIMMICK'S	36.0 GAL.	.8470	30.49	19.87	\$50.36
11/13/99	13664	DIESEL FUEL * DIMMICK'S	39.0 GAL.	.8470	33.03	21.53	\$54.56
11/13/99	13665	DIESEL FUEL * DIMMICK'S	40.0 GAL.	.8470	33.88	22.08	\$55.96
11/15/99	15153	DIESEL FUEL * DIMMICK'S	38.0 GAL.	.8670	32.95	20.97	\$53.92
11/15/99	15154	DIESEL FUEL * DIMMICK'S	37.0 GAL.	.8670	32.08	20.43	\$52.51
11/16/99	15919	UNLEADED GAS * CLEARFIELD	13.0 GAL.	.8560	11.13	5.76	\$16.89
11/16/99	15998	DIESEL FUEL * DIMMICK'S	81.0 GAL.	.8670	70.23	44.71	\$114.94
11/17/99	16894	DIESEL FUEL * DIMMICK'S	79.0 GAL.	.8870	70.07	43.61	\$113.68
11/18/99	18394	DIESEL FUEL * DIMMICK'S	81.0 GAL.	.8970	72.66	44.71	\$117.37
11/18/99	18587	UNLEADED GAS * CLEARFIELD	35.0 GAL.	.8960	31.36	15.51	\$46.87
11/21/99	19040	UNLEADED GAS * CLEARFIELD	10.0 GAL.	.8960	8.96	4.43	\$13.39
11/22/99	19072	DIESEL FUEL * CLEARFIELD	74.0 GAL.	.8970	66.38	40.85	\$107.23
11/19/99	000000	PAYMENT THANK-YOU					\$1839.71CR
11/20/99	007918	Finance Charge					\$187.98
TOTAL GALLONS			1962.0	BALANCE DUE....		\$15394.37	

--> A DISCOUNT OF \$137.34 MAY BE DEDUCTED IF PAID BY 12/10/99 <---
FOR THE PURCHASE OF 1962.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

*R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214*

***** CUSTOMER STATEMENT *****

PENN-GRAMPIAN COAL CO.
BOX 249

Date

SITE LOCATIONS

- 1 Indiana 13 Clearfield
- 2 Brookville 14 WGS PLANT
- 3 Punxy.
- 4 Brockway
- 5 DuBois
- 6 286 Clymer
- 7 Stahlman's
- 10 Dimmick's
- 11 West Penn
- 12 St. Marys

CLEARFIELD, PA
16830

10/20/99

Cust. No.

CLEARFIELD, PA
16830

10/20/99

1918



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214

**** CUSTOMER STATEMENT ****

PENN-GRAMPIAN COAL CO.
BOX 249

CLEARFIELD, PA
16830

SITE LOCATIONS

1 Indiana	13 Clearfield
2 Brookville	14 WGS PLANT
3 Punxy.	
4 Brockway	
5 DuBois	
6 286 Clymer	
9 Stahlman's	
10 Dimmick's	
11 West Penn	
12 St. Marys	

Date
10/20/99
Cust. No.
CL 1918

ACTIVITY TRX/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	AMOUNT	TOTAL TAXES	TOTAL AMOUNT
10/13/99 12181			DIESEL FUEL * DIMMICK'S	39.0 GAL.	.7570	29.52	21.53	\$51.05
10/14/99 14165			DIESEL FUEL * DIMMICK'S	98.0 GAL.	.7770	76.15	54.09	\$130.24
10/16/99 14542			UNLEADED GAS * CLEARFIELD	43.0 GAL.	.8660	37.24	19.05	\$56.29
10/15/99 16938			DIESEL FUEL * DIMMICK'S	85.0 GAL.	.7770	66.05	46.92	\$112.97
10/18/99 18602			DIESEL FUEL * DIMMICK'S	74.0 GAL.	.7770	57.50	40.85	\$98.35
10/19/99 20447			DIESEL FUEL * CLEARFIELD	91.0 GAL.	.7770	70.71	50.23	\$120.94
10/19/99 20481			UNLEADED GAS * CLEARFIELD	13.0 GAL.	.8460	11.00	5.76	\$16.76
10/20/99 22089			DIESEL FUEL * DIMMICK'S	68.0 GAL.	.7770	52.84	37.53	\$90.37
								\$204.05
			TOTAL GALLONS	2175.0			BALANCE DUE....	\$16736.85

--> A DISCOUNT OF \$152.25 MAY BE DEDUCTED IF PAID BY 11/10/99 <---
FOR THE PURCHASE OF 2175.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
(ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.



**WILLIAM G. SATTERLEE AND SONS
CARDLOCK FUELING**

SITE LOCATIONS

R.D. 1 Box 173
Rochester Mills, PA 15771
(724) 397-2400
(800) 942-2214

*** CUSTOMER STATEMENT ***

PENN-GRAMPIAN COAL CO.
BOX 249

Date

Cust. No.

CLEARFIELD, PA
16830

09/29/99

CL 1918



WILLIAM G. SATTERLEE AND SONS

CARDLOCK FUELING

R.D. 1 Box 173
 Rochester Mills, PA 15771
 (724) 397-2400
 (800) 942-2214

**** CUSTOMER STATEMENT ****

PENN-GRAMPIAN COAL CO.
 BOX 249

CLEARFIELD, PA
 16830

SITE LOCATIONS

1	Indiana	13	Clearfield
2	Brookville		
3	Punxy.		
4	Brockway		
5	DuBois		
6	286 Clymer		
9	Stahlman's		
10	Dimmick's		
11	West Penn		
12	St. Marys		

Date
 09/20/99
 Cust. No.
 CL 1918

ACTIVITY TRX/CHK	DATE	NBR	PRODUCT DESCRIPTION	QTY	PRICE/UNIT	TOTAL AMOUNT	TOTAL TAXES	TOTAL AMOUNT
09/16/99 13902			DIESEL FUEL * DIMMICK'S	44.0 GAL.	.8270	36.39	24.29	\$60.68
09/16/99 13903			DIESEL FUEL * DIMMICK'S	43.0 GAL.	.8270	35.56	23.73	\$59.29
09/17/99 14608			DIESEL FUEL * DIMMICK'S	78.0 GAL.	.8270	64.51	43.05	\$107.56
09/20/99 16887			DIESEL FUEL * DIMMICK'S	98.0 GAL.	.8270	81.05	54.09	\$135.14
09/20/99 009439			Finance Charge					\$197.89
TOTAL GALLONS				1921.0		BALANCE DUE....		\$15949.05

--> A DISCOUNT OF \$134.47 MAY BE DEDUCTED IF PAID BY 10/10/99 <---
 FOR THE PURCHASE OF 1921.00 GALLONS AT A DISCOUNT RATE OF \$.0700 PER GALLON

TERMS: NET 30 DAYS. FINANCE CHARGE THEREAFTER WILL BE 1 1/2% MONTHLY
 (ANNUAL RATE IS 18%) ANY CHARGES OR PAYMENTS RECEIVED AFTER LAST DAY
 OF MONTH WILL BE SHOWN ON YOUR NEXT MONTHS STATEMENT.

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELIN & KUBISTA

Belin
FILED
MAY 31 2001

William A. Shaw
Prothonotary

ICC - Belin
PL - \$80.00
CK# 13763

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11065

WILLIAM G. SATTERLEE & SONS INC.

01-828-CD

VS.

PENN-GRAMPIAN COAL COMPANY

COMPLAINT

SHERIFF RETURNS

NOW JUNE 5, 2001 AT 1:37 PM DST SERVED THE WITHIN COMPLAINT ON
PENN-GRAMPIAN COAL COMPANY, DEFENDANT AT EMPLOYMENT, FLEGAL RD.
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BILL THORP, OWNER
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN
TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
20.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

13 Day Of June 2001
William A. Shaw

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

So Answers,

Chester Hawkins
by Marilyn Happ
Chester A. Hawkins
Sheriff

FILED
JUN 13 2001
10:59

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, *
INC., *
Plaintiff *
*
vs. * No. 01-828-CD
*
PENN-GRAMPIAN COAL COMPANY, *
*
Defendant *
*

PRAECIPE FOR ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY

Please enter my appearance on behalf of the Defendant, PENN-GRAMPIAN
COAL COMPANY, in the above-captioned case.

AMMERMAN LAW OFFICES
By



David S. Ammerman, Esquire

Dated: July 5, 2001

FILED

JUL 05 2001
01/3/11 Icc atty
William A. Shaw
Prothonotary
E Ammerman
Ammerman

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

WILLIAM G. SATTERLEE & SONS,
INC.,

Plaintiff

vs.

PENN-GRAMPIAN COAL COMPANY,
Defendant

No. 01-828-CD

Type of Case: Civil Action

Type of Pleading: Answer and
New Matter

Filed on behalf of: Defendant

Counsel of Record for this party:

David S. Ammerman, Esquire
AMMERMAN LAW OFFICES
310 East Cherry Street
Clearfield, Pennsylvania 16830
(814) 765-1701

Supreme Court No.: 06801

FILED

JUL 05 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, *
INC., *
Plaintiff *
*
vs. * No. 01-828-CD
*
PENN-GRAMPIAN COAL COMPANY, *
*
Defendant *
*

ANSWER & NEW MATTER

AND NOW COMES David S. Ammerman, attorney for the Defendant, and sets forth the following Answer and New Matter:

ANSWER

1. Admitted.
2. Admitted.
3. It is denied that the Defendant purchased diesel fuel and related products from the Plaintiff for the reasons set forth in New Matter herein.
4. The averments of paragraph 4 are denied as the Defendant has had no contract with Plaintiff and no knowledge of Plaintiff's usual and customary charges for diesel fuel and related products and proof thereof is demanded at trial.
5. The averments of paragraph 5 are denied as the Defendant has no knowledge thereof and proof is demanded at trial.
6. The averments of paragraph 6 are denied as Defendant has no knowledge thereof for the reasons as set forth in New Matter herein.

7. It is admitted that Plaintiff made demand for payment by Defendant on said account and payment has been refused by Defendant for the reasons set forth in New Matter herein.

WHEREFORE, Defendant demands judgment against Plaintiff in the within matter.

NEW MATTER

Defendant sets forth the following by way of New Matter:

8. The Defendant avers that Plaintiff operates fueling stations at the various site locations set forth in Plaintiff's account, which stations require the use of a credit card issued by Plaintiff to its customers.

9. That Defendant further avers that the issuance of said credit card requires a written agreement with the Plaintiff for the purchase of said fuel products as claimed by the Plaintiff.

10. That the Defendant, at no time, made any application or signed any agreement for the issuance of any credit card to buy the products of Defendant.

11. That the Defendant, nor any authorized agent of Defendant, on Defendant's behalf received and/or used the fuel allegedly sold by Plaintiff to Defendant.

12. Defendant believes and therefore avers that the credit cards used to purchase the subject fuel were issued in the name of Central Counties Mobile Maintenance, Inc. of Clearfield, Pennsylvania.

13. That Defendant has no ownership interest in Central Counties Mobile Maintenance, Inc., nor were there any purchases of fuel from Plaintiff made by Central Counties Mobile Maintenance or any other party for and in behalf of the Defendant.

14. That Defendant believes and therefore avers that Plaintiff, at all times, knew that Defendant was not the purchaser of the fuel, nor was the fuel used for the purposes of Defendant's business operations and that any payment that may have been received by Plaintiff from Defendant on the account was the unauthorized act of a third party.

15. That the Defendant avers that any liability for the purchase of the fuel as set forth in Plaintiff's complaint is solely that of Central Counties Mobile Maintenance, Inc. or other third parties and not the liability of Defendant.

WHEREFORE, Defendant demands judgment against Plaintiff in the within matter.

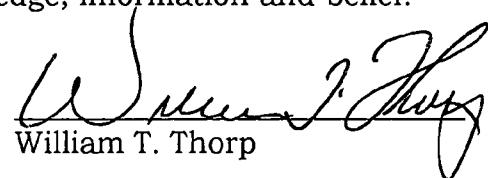
Respectfully submitted,



David S. Ammerman, Esquire
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared WILLIAM T. THORP, who deposes and states that he is the Vice-President and Secretary of Penn Grampian Coal Company and, as such Vice-President and Secretary being authorized to do so and, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of his knowledge, information and belief.

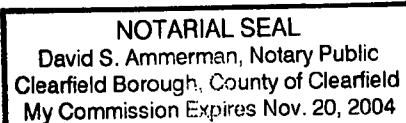


William T. Thorp

SWORN to and SUBSCRIBED before me this 5th day of
July, 2001.



Notary Public



310 EAST CHERRY STREET CLEARFIELD, PA 16830
Attorneys at Law
AMMERMAN & MARSHALL

— Lap over margin —

WILLIAM G. SATTERLEE & SONS
INC.

v.

PENN GRAMPIAN COAL COMPANY

ANSWER AND NEW MATTER

FILED

11/05/2001

O/S/3cc Atty

William A. Shaw
Prothonotary

AMMERMAN

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

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

WILLIAM G. SATTERLEE & SONS,
INC.,

Plaintiff

*

vs.

No. 01-828-CD

*

*

PENN-GRAMPIAN COAL COMPANY
Defendant

*

*

*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Answer and New Matter filed in the above case by the Defendant was served upon the following individual on the 6th day of July, 2001, by First Class Mail at the United States Post Office in Clearfield, Pennsylvania.

Carl A. Belin, Jr., Esquire
BELIN & KUBISTA
15 North Front Street
Clearfield, Pennsylvania 16830



David S. Ammerman, Esquire
Attorney for Defendant

Dated: July 6, 2001

FILED

JUL 09 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION

WILLIAM G. SATTERLEE : No. 01-828-CD
& SONS, INC., :
Plaintiff : PRAECIPE FOR WRIT TO JOIN
v. : ADDITIONAL DEFENDANT
: Filed on Behalf of:
PENN-GRAMPIAN COAL : Defendant
COMPANY, :
Defendant : Counsel of Record for this
: Party:
: David S. Ammerman, Esquire
: AMMERMAN LAW OFFICES
: 310 East Cherry Street
: Clearfield, Pennsylvania 16830
: Telephone: (814)765-1701
: Supreme Court No. 06801

FILED

" 21 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION

WILLIAM G. SATTERLEE	:	
& SONS.,	:	
Plaintiff	:	
	:	
v.	:	No. 01-828-CD
	:	
PENN-GRAMPIAN COAL	:	
COMPANY,	:	
Defendant	:	

PRAECIPE FOR WRIT TO JOIN ADDITIONAL DEFENDANT

TO WILLIAM A. SHAW, PROTHONOTARY:

Pursuant to RCP 2253, please join the following as an Additional
Defendant in the above captioned case:

Central Counties Mobil Maintenance Service Company, Inc.
c/o Andrew J. Sutika, Jr., President
1614 Treasure Lake
DuBois, Pennsylvania 15801.



David S. Ammerman, Attorney for
Penn-Grampian Coal Company,
Defendant

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET, CLEARFIELD, PA 16830

- Lap over margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA Civil Action
No. 01-828-CR

WILLIAM G. SATTERLEE
& SONS, INC.,

PENN-GRAMPIAN COAL COMPANY,
Defendant

1

PRAEICE FOR WRIT TO JOIN
ADDITIONAL DEFENDANT

卷之三

III. 24 2001
William A. Shaw
Prothonotary
Clerk
Secretary
1cc Sheriff
I want you

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

ONE HUNDRED FIFTY-FIVE DOLLARS, CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT TO JOIN ADDITIONAL DEFENDANT

William G. Satterlee & Sons, Inc.;
Plaintiff(s)

Vs.

Penn-Grmpian Coal Co.; 2001-00828-CD
Defendant(s)

Vs.

Central Counties Mobil Maintenance Service
Company, Inc.
Additional Defendant(s)

To: Central Counties Mobil Maintenance Service Company, Inc.
c/o Andrew J. Sutika, Jr., President

You are notified that David S. Ammerman, Esquire has joined you as an additional defendant in this action, which you are required to defend.

Dated: July 24, 2001



Prothonotary

Filing Attorney: David S. Ammerman, Esquire
310 East Cherry Street
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION

WILLIAM G. SATTERLEE	:	
& SONS, INC.,	:	
Plaintiff	:	
	:	
v.	:	No. 01-828-CD
	:	
PENN-GRAMPIAN COAL	:	
COMPANY,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Praeclipe for
Writ to Join Central Counties Mobil Maintenance Service Company, Inc. as
an Additional Defendant was served upon the following individual on the
24th day of July, 2001, by First Class Mail at the United States Post Office,
Clearfield, Pennsylvania:

Carl A. Belin, Jr., Esquire
Belin & Kubista
Attorneys at Law
Post Office Box One
Clearfield, Pennsylvania 16830.



David S. Ammerman, Esquire
Attorney for Defendant

Dated: July 24, 2001

FILED

11 24 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :

Plaintiff :
: No. 01 - 828 - CD

vs.

: REPLY TO NEW MATTER

PENN-GRAMPIAN COAL COMPANY,

Defendant :

Filed on Behalf of:

Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
PHONE (814) 765-8972
FAX (814) 765-9893

FILED

AUG 07 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 828 - CD
vs. :
:
PENN-GRAMPIAN COAL COMPANY, :
Defendant :
:

REPLY TO NEW MATTER

AND NOW comes William G. Satterlee & Sons, Inc. ("Satterlee"), by and through its attorneys Belin & Kubista, files the following reply to new matter of Defendant Penn-Grampian Coal Company ("Penn-Grampian"), and in support thereof avers as follows:

8. Paragraph 8 is admitted, however, it is averred that the fueling stations required the use of a debit card issued by Satterlee to its customers.

9. Paragraph 9 is admitted that in most cases Satterlee requires a written agreement for the purchase of fuel products.

10. Paragraph 10 is denied and it is averred that Penn-Grampian executed a card lock agreement with Satterlee, a copy of said card lock agreement is attached hereto and marked Exhibit "B."

11. Paragraph 11 is denied and it is averred that Penn-Grampian used said card lock and paid for said fuel in the past under the card lock agreement. A copy of an example of said payment is a check which is dated August 16, 2000 which is attached hereto and marked Exhibit "C."

12. Paragraph 12 is denied and it is averred that the debit cards were issued to Penn Grampian as set forth in Exhibit "B" which is attached to this Reply to New Matter. As to the reference to Central Counties Mobile Maintenance, Inc. of Clearfield, Pennsylvania in Paragraph 12, if relevant, Satterlee neither affirms nor denies said averment as the means or knowledge for ascertaining the truth of said averments is in the control of third parties and strict proof thereof is demanded at trial.

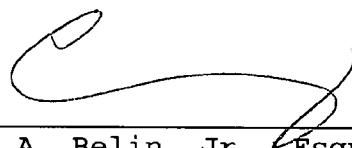
13. Paragraph 13 is neither affirmed nor denied as the means or knowledge for ascertaining the truth of said averments is in the control of third parties and strict proof thereof, if relevant, is demanded at trial. In any event, all purchases made at the fueling stations were made with debit cards issued to Penn-Grampian and under the Card Lock Agreement, and as a result, Penn Grampian is liable for said purchases.

14. Paragraph 14 is denied and it is averred that all purchases were made under the Card Lock Agreement were made with debit cards issued pursuant to said Card Lock Agreement which is set forth in Paragraph 11 hereof and that payment is due from Defendant Penn-Grampian.

15. Paragraph 15 is denied and in further answer thereto, Paragraphs 10-14 of this Reply to New Matter are hereby incorporated by reference and made a part hereof.

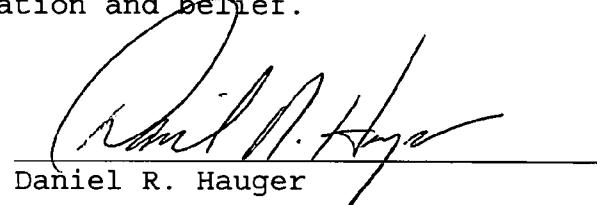
WHEREFORE, Satterlee demands judgment against Penn-Grampian for \$20,037.97, together with interest at the rate of eighteen (18%) percent from May 31, 2000.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire

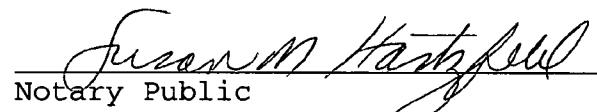
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, depose and says that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of his knowledge, information and belief.



Daniel R. Hauger

Sworn and subscribed before me this 6th day of
August, 2001.



Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL SUSAN M. HARTZFELD, NOTARY PUBLIC CLEARFIELD BORO, CLEARFIELD CO., PA. MY COMMISSION EXPIRES AUG. 16, 2001

CARDLOCK AGREEMENT

William G. Satterlee and Sons, Inc. (herein called "Satterlee") agrees to sell petroleum products to the following Customer:

PENN-GRAMPION COAL CO.

Customer Name

Box 249 CLEARFIELD Pa. 16830

Customer Billing Address

at Stations located at:

BROCKWAY • BROOKVILLE • CLYMER • DIMMICK'S AUTO REPAIR • DUBOIS • INDIANA
PUNXSUTAWNEY • STAHLMAN'S RT536

1. Satterlee will issue to Customer the cardlock cards identified on the reverse side of this Agreement. Customer shall not duplicate any cardlock card issued by Satterlee. Upon demand, Customer shall return to Satterlee all cardlock cards. Customer shall promptly notify Satterlee at (412) 397-2400 or (800) 942-2214 if a cardlock card is lost or stolen.

2. Customer shall be responsible for and shall pay for all products withdrawn, discharged or released from the Stations using the Customer's cardlock cards, regardless of whether such use was authorized, unauthorized or fraudulent. Customer shall be responsible for and shall pay for any use of a lost or stolen card, whether such use occurred before or after notice to Satterlee.

3. Satterlee shall use its best efforts to maintain the cardlock system in good working order and condition at its expense, provided, however, that Satterlee shall not be responsible for any damage or loss which may result from ~~any failure of the cardlock system in any manner~~ whatsoever.

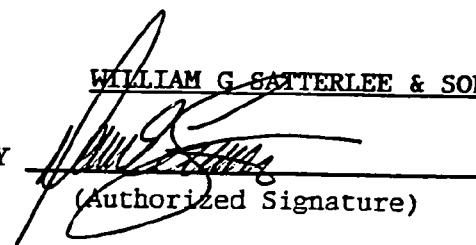
Customer agrees that it and any person using the cardlock cards delivered to Customer shall promptly notify Satterlee of any malfunctioning of the cardlock system or the Station of which Customer or such person is aware.

4. Customer agrees to assume and pay, at its sole cost and expense, and agrees to and shall indemnify, defend, protect and hold harmless Satterlee from and against any and all claims, causes of action, demands, fines, penalties, liabilities, losses and damages, including expressly, but not limited to, those relating to bodily injury, death or property damage, arising solely, partially, directly or indirectly from, claimed to have been caused by to any extent, or in any manner related to (i) acts or omissions of Customer, Customer's representatives or any other person using the cardlock card issued to Customer, whether or not Customer authorized such use; (ii) acts or omissions of Customer or Customer's representatives while at the Station; (iii) any authorized or unauthorized use of the cardlock card issued to Customer. Without limiting the generality of the foregoing, the undertaking and obligation of Customer under this paragraph shall expressly include, but not be limited to, claims, causes of action, demands, fines, penalties, liabilities, losses and damages asserted against or incurred by Satterlee under any law, order, rule or regulation, including without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.) and the Pennsylvania Hazardous Sites Clean Up Act (35 P.S. §§ 6020.101, et seq.).

5. All purchases shall be rounded to the nearest gallon. Statements for purchases charged to Customer's cardlock cards shall be issued monthly. Customer agrees to pay each statement within ____ days of the statement date. Statements not paid in full within such time shall be subject to a late charge of ____% per month (____% per year). In the event of a breach of any of the terms of this Agreement, including without limitation, the failure of Customer to pay sums owing to Satterlee when due, then in addition to any other sums due or payable to Satterlee by Customer, Customer agrees to pay the reasonable attorney's fees and costs incurred by Satterlee in the enforcement of Satterlee's rights hereunder.

6. Either party may terminate this Agreement upon written notice to the other. Notwithstanding any termination, the terms and conditions of this Agreement shall pertain to any authorized or unauthorized use of Customer's cardlock cards which may occur before the cards are surrendered to Satterlee.

7. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and the parties agree to and intend to be legally bound by the terms and conditions of this Agreement. This Agreement may not be amended or supplemented, except in a writing signed by Satterlee and the Customer.

WILLIAM G. SATTERLEE & SONS, INC.
BY 
(Authorized Signature)
AS _____
(Title of Person Signing)
ON January 24, 1994
(Date)

CUSTOMER
BY 
(Authorized Signature)
AS President
(Title of Person Signing)
ON 1/12/96
(Date)

Customer Number: 1918

Name: PENN-GRAMPIAN COAL CO.

Addr: Box 249 CLEARFIELD, PA 16839

Discount Table Number:
01 Employee Disc.
02 Regular Disc.
— Other Disc.

ump Restriction

Codes: 15 All Products

01 Employee Disc.

02 Regular Disc.

Other Disc.

ump Restriction

Codes: 15 All Products

03 Unleaded/Premium

03 Unleaded/Premium
04 Diesel Fuel Oil

04 Diesel Fuel Only
05 Off Road Bi-fuel

03 Off Road Diesel
00 Unknown

09 Unleaded/Premium

Other Restrictions

Willing Freq.: (52) Weekly

(24) Bi-Weekly (15+5 = 30 days)

(24) Bi-Weekly

(12) Monthly

Monthly Cycle: (01) Aug 1970 (12) Monthly

Cycle: (01) A-G 10th Bill
(02) E-Z 00

(02) H-S 20th Bill

(03) T-Z 30th Bill

Card Type	Card Nbr	Pin Nbr	Driver Name / Vehicle Description	Product U/P/D/K	Gas Tax FD/ST/FR	Ds1/Kero Tax FD/ST/FR	6% /	Odom Misc
S	I	D	V					
5	11346	2220	#1	X	X X X X	X X X		1/1
6	11347	"	#2	X	X X X X X	X X X		1/0
7	11348	"	#3	X	X X X X X	X X X		1/0
8	11349	"	#4	X	X X X X X	X X X		1/0
9	11350	"	#5	X	X X X X X	X X X		1/0
10	11351	"	BBC-1	X X	X X X X X	X X X		N/S
11	11352	"	BBC-2	X X	X X X X X	X X X		N/C

3981

PENN GRAMPA SUPPLY CO.
P. O. BOX 268, PH. 788-2170
CLEARFIELD, PA. 16830

DATE Sept 10

At the same time henceforth 4 1/2 columns \$ 1413.40

SATELL & Sons

000000039810003062781: 0000141340

COUNTY NATIONAL BANK

Exhibit "C"

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

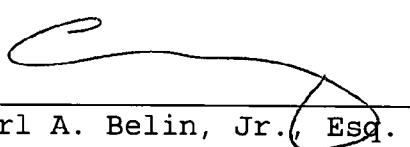
WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 828 - CD
vs. :
: :
PENN-GRAMPIAN COAL COMPANY, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Plaintiff's Reply to New Matter in the above-captioned matter to the following party by postage prepaid United States first class mail on the 7th day of August, 2001:

David S. Ammerman, Esquire
Ammerman Law Offices
310 East Cherry Street
Clearfield, PA 16830

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendant

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

3cc
10/11/07
AUG 07 2007
FILED
William A. Shaw
Prothonotary
44

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11298

WILLIAM G. SATTERLEE & SONS INC.

01-828-CD

VS.

PENN-GRAMPIAN COAL CO. AI

PRAECEIPE & WRIT TO JOIN ADDITIONAL DEFENDANT

SHERIFF RETURNS

NOW AUGUST 9, 2001 AT 9:19 AM DST SERVED THE WITHIN PRAECEIPE & WRIT TO JOIN ADDITIONAL DEFENDANT ON CENTRAL COUNTIES MAINTENANCE SERVICE COMPANY, INC., DEFENDANT AT UNI-MART, OFF MAIN ST. & W. LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANDREW SUTIKA, PRESIDENT A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECEIPE & WRIT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: McCLEARY

Return Costs

Cost	Description
67.74	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

AUG 20 2001
01/10:42 am
William A. Shaw
Prothonotary
K85

Sworn to Before Me This

20th Day of August 2001


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

So Answers,


Chester A. Hawkins
Sheriff

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 828 - CD
vs. :
: PRAECIPE
PENN-GRAMPIAN COAL COMPANY, :
Defendant :
:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
PHONE (814) 765-8972
FAX (814) 765-9893

FILED

NOV 26 2001

William A. Shaw
Prothonotary

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

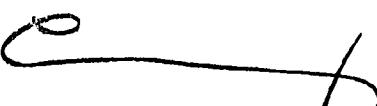
WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 828 - CD
vs. :
: :
PENN-GRAMPIAN COAL COMPANY, :
Defendant :
:

PRAECIPE

TO THE PROTHONOTARY:

Please mark the above matter settled, discontinued and
ended.

BELIN & KUBISTA


Carl A. Belin, Jr., Esquire

BELLIN & KUBISTA

CLEARFIELD, PENNSYLVANIA 16830

15 NORTH FRONT STREET

P. O. BOX 1

ATTORNEYS AT LAW

15

NOV 20 2001

10/31/01 Cont. Due to attorney

William A. Shaw
Prothonotary

10/31/01
Copy GA

FILED

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

William G. Satterlee & Sons, Inc.

Vs. No. 2001-00828-CD
Penn-Grampian Coal Co.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 26, 2001 marked:

Settled, Discontinued and Ended.

Record costs in the sum of \$80.00 have been paid in full by Carl A. Belin, Jr., Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of November A.D. 2001.

William A. Shaw, Prothonotary