

03-1665,CD  
BOROUGH OF CURWENSVILLE vs. LAWRENCE D. BUEHLER

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

BOROUGH OF CURWENSVILLE, Plaintiff : No. 03- 1665-CD  
Plaintiff : Type of Case: Civil  
Type of Pleading: Complaint  
vs. :  
: Filed on behalf of:  
: Plaintiff  
: Counsel of Record for this Party:  
LAWRENCE D. BUEHLER, Defendant : Andrew P. Gates, Esquire  
Defendant : Supreme Court No.: 36604  
: GATES & SEAMAN  
: Attorneys at law  
: Two North Front Street  
: P. O. Box 846  
: Clearfield, Pennsylvania 16830  
: (814) 765-1766

**FILED**

NOV 06 2003

William A. Shaw  
Prothonotary

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

BOROUGH OF CURWENSVILLE, Plaintiff :  
: No. 03- -CD  
-vs- :  
: :  
LAWRENCE D. BUEHLER, Defendant :  
:

NOTICE TO DEFEND

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 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.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Court House  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1303

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

BOROUGH OF CURWENSVILLE, Plaintiff :  
: No. 03- -CD  
-vs- :  
: :  
LAWRENCE D. BUEHLER, Defendant :  
:

COMPLAINT

NOW COMES, Plaintiff, BOROUGH OF CURWENSVILLE, by and through their attorneys, Gates & Seaman, and set forth the following:

1. Plaintiff, BOROUGH OF CURWENSVILLE, is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, which maintains an office at 900 Susquehanna Avenue, Curwensville, Pennsylvania 16833.
2. Defendant, LAWRENCE D. BUEHLER, is an adult individual, who is in the business of buying and harvesting growing timber and who maintains an office at 260 West Main Street, Ridgway, (Elk County) Pennsylvania 15853.
3. At all times relevant to these proceedings, the Borough of Curwensville was the owner of a tract of land situate in the Borough of Curwensville, Clearfield County, Pennsylvania situate adjacent to Irwin Park and that fourteen (14) acres of the aforementioned tract contained various species of timber which the Borough of Curwensville wished to sell, have harvested and removed from said premises.
4. By advertisement published in The Progress, a

newspaper of general circulation within Clearfield County on October 12, 2001 and October 15, 2001, Plaintiff, Borough of Curwensville, offered said timber for sale by the receipt of bids to be opened by Curwensville Borough Council on November 7, 2001. Attached hereto and made a part hereof as Exhibit "I" is a copy of the Proof of Publication showing said advertisement and that the same was published in The Progress on October 12, 2001 and October 15, 2001.

5. At the Borough Meeting of November 7, 2001, a total of three bids were opened and considered with the highest bid being from Defendant, Lawrence D. Buehler, in the total amount of \$26,864.26. Attached hereto and made a part hereof as Exhibit "A" is the Timber Permit Sale Bid executed by Defendant offering the lump sum bid of \$26,864.26.

6. Since Defendant, Lawrence D. Buehler, submitted the highest bid, Plaintiff awarded a Contract for the sale and harvesting of timber to said Defendant subject to said Defendant executing a formal Timber Sale Contract.

7. Thereafter, Plaintiff submitted a Timber Sale Contract issued November 21, 2001 to Defendant, Lawrence D. Buehler, which Defendant executed and returned to Plaintiff. Attached hereto and made a part hereof as Exhibit "B" is the material part of the Timber Sale Contract issued on November 21, 2001.

8. All originals of the executed Timber Sale Contract issued November 21, 2001 are in possession of Defendant, Lawrence D. Buehler, the same having been returned to him so said Defendant could sign the "sales tax" provision.

9. To date, all originals of the executed Timber Sale Contract, issued November 21, 2001, remain in possession of the Defendant and proof of said Contract's content will be the subject of proof at the trial of this matter.

10. By the terms of the aforementioned Timber Sale Contract, the Defendant was to furnish to Plaintiff in a form acceptable to Plaintiff a check, money order, corporate bond or letter of credit in the amount of \$6,716.00 (25% of the bid value) to insure Defendant's faithful performance of the Contract.

11. Additionally, by the terms of the aforementioned Timber Sale Contract, since the same had been approved as to legality of the form by Plaintiff, Defendant was to make a lump sum payment to the Plaintiff in the amount of \$26,864.26 by cashier's, certified, treasurer's check, or by postal, express or bank money order.

12. Despite repeated requests to do so, Defendant failed to provide to Plaintiff either the performance deposit of \$6,716.00 or the agreed upon contract price of \$26,864.26. Copies of letters sent by the Borough Solicitor to Defendant,

Lawrence D. Buehler, dated April 22, 2002 and May 14, 2002, are attached hereto as Exhibits "C" and "D".

13. By virtue of his executing the Timber Sale Contract issued November 21, 2001, Defendant agreed to pay both the performance deposit and the lump sum for the trees to be harvested in accordance with the terms of said Contract.

14. Plaintiff has fully performed all of its covenants and agreements contained in the Timber Sale Contract issued on November 21, 2001, in good faith and according to the true intent and meaning thereof.

15. Since Defendant refused and otherwise failed to carry out his obligations under the terms of the aforementioned Timber Sale Contract, Plaintiff, after having given prior notice to the Defendant, re-advertised for bid the same 14 acres of standing timber and by virtue of the bids thereafter received, Plaintiff entered into a Timber Sale Contract with Timothy D. Iraca, d/b/a Anthonic Lumber Company, wherein said buyer agreed to pay the lump sum of \$15,150.00 for the same standing timber which is the subject of the prior Timber Sale Contract between Plaintiff and Defendant. Attached hereto and made a part hereof as Exhibits "E", "F", "G" and "H" are: (i) Borough Solicitor's letter sent to Defendant, Lawrence D. Buehler notifying him of Borough's intent to re-advertise for bids in order to resell said timber (Exhibit "E"); (ii) proofs of publication of said

re-advertising showing the same to have been published in The Progress on October 21, 23, and 25, 2002 and on March 19, 21 and 25, 2003 (Exhibits "F" and "G"); and (iii) the executed Timber Sale Contract between Curwensville Borough and Timothy D. Iraca, d/b/a Anthonic Lumber Company, issued April 21, 2003 (Exhibit "H").

16. As a result of having to resell the aforementioned standing timber, Plaintiff incurred additional expenses by way of advertising, attorney's fees for contract preparation and advice on resale of timber, postage, envelopes, photocopying, and clerical work by Plaintiff's employees in the total sum of \$959.21.

17. The rebidding and reselling of the aforementioned standing timber was performed by Plaintiff in a commercially reasonable manner and otherwise in good faith.

18. Since Plaintiff has been required to initiate this lawsuit in order to be able to recover the monetary damages it has suffered by virtue of Plaintiff's breach of the Timber Sale Contract, issued November 21, 2001, it has incurred, and will incur, attorney's fees, expenses and court costs to pursue this lawsuit to fruition.

19. Plaintiff has engaged the law firm of Gates & Seaman, as Borough Solicitor, to pursue this action against the Defendant, and the Borough has agreed to pay the members of the

law firm of Gates & Seaman at the following hourly rates:

- (i) Laurance B. Seaman, Esquire - \$115.00;
- (ii) Andrew P. Gates, Esquire - \$115.00;
- (iii) Paralegal - \$85.00; and
- (iv) Legal Assistant - \$35.00

and to reimburse said law firm for all expenses incurred and legal costs advanced.

20. The rates charged by the aforementioned attorneys are fair and reasonable and are the customary charges made to other clients in like cases and in this case, is the amount the Plaintiff agreed to pay.

21. Pursuant to Paragraph 14 of the Timber Sale Contract issued November 21, 2001, Defendant agreed to indemnify Plaintiff against all damages, losses, claims, demands, suits, costs, expenses and reasonable attorney's fees, which the Borough may suffer, sustain or be subjected to directly or indirectly by reason of this Contract.

WHEREFORE, Plaintiff, Borough of Curwensville, demands judgment against Defendant, Lawrence D. Buehler, for the following:

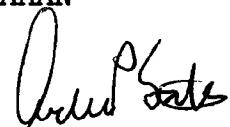
(a) the difference in what Defendant agreed to pay for the standing timber and what the Borough ultimately received from the subsequent buyer (pursuant to 13 Pa.C.S.A. §2706(a)) - \$11,714.26;

(b) incidental damages and expenses incurred by the Plaintiff, Borough of Curwensville, in having to re-advertise and rebid for sale said standing timber, including the preparation of a new Timber Sale Agreement (pursuant to 13 Pa.C.S.A. §2710) - \$959.21;

(c) attorney's fees and costs incurred by the Plaintiff, Borough of Curwensville, in pursuing this matter - to be determined at time of trial, in accordance with the rates set forth in Paragraph 19 hereof - \$\_\_\_\_\_;

(d) costs and interest from date Plaintiff first demanded that Defendant pay the performance deposit and full purchase price, being April 22, 2002, which was the date when said demand was made upon the Defendant for payment of the same by Plaintiff's counsel.

GATES & SEAMAN  
By:



---

Andrew P. Gates, Esquire  
Attorney for Plaintiff

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Dated: Oct. 13, 2003

FROM: CURWENSVILLE BOROUGH

NOV. 7.2001 10:48AM

FAX NO. : 8142364680

Apr. 22 2002 09:08AM P1  
NO.059 P.1

Lawrence D. Buehler  
260 West Main Street  
Ridgway, PA 15853  
Phone: 814 776 1121

November 07, 2001

TO: Borough of Curwensville  
Fax: 814 236 4680

From: Lawrence D. Buehler  
Fax: 814 772 0222

The following page is our bid for the Timber Sale #2001BC01  
Irvin Park.

Please fax bid results after they have been opened.

Thank you,

Larry Buehler

EXHIBIT "A" - 2 pages

**ADDITIONAL INFORMATION:**

Additional information concerning volume computation, disposal of tops and slash, right-of-ways over private land, felling trees, culverts, etc. may be secured from the Borough before or during the tour of the sale area at (814) 236-1940

FAX 814-236-4680

**NON-DISCRIMINATION CLAUSE:**

The Borough of Curwensville is an Equal Opportunity Employer and requires conformance with Title 16, Pennsylvania Code, Chapter 49, Contract Compliance Regulations.

**TOUR:**

Prospective bidders should meet at Irvin Park at 10:00 am on 10/25 2001 for a conducted tour of the sale area.

**BOROUGH OF CURWENSVILLE****TIMBER PERMIT SALE #2001BC01**

Irvin Park

**BID**

Permit # 2001BC01

Curwensville Borough Clearfield County

We offer lump sum bid of \$26,864.26 for the timber, stumpsage described in prospectus for Permit Timber Sale#2001BC01

NAME: Lawrence D. Buckler SOCIAL SEC. OR FID NUMBER: 196-32-5798

ADDRESS: 260 West Main St.

Ridgway, Pa 15853

WITNESS:

Amy M. Collier

BIDDER(S) SIGNATURE

Lawrence D. Buckler  
Individual or each partner

ATTEST:

Secretary

President of Corporation

**BID ENVELOPE MUST BE MARKED THAT IT CONTAINS A BID FOR THIS SALE**

CONTRACT No. 2001BC01

**BOROUGH OF CURWENSVILLE**  
**TIMBER SALE CONTRACT**

Between the Borough of Curwensville and  
Buyer, Lawrence D. Buehler  
Address 260 West Main Street, Ridgeway, PA 15853  
Date issued November 21, 2001 Date Expires March 31, 2003

County Clearfield Borough Curwensville  
Total Acres 14 Acres

Number of Bids  
Solicited 29

Numbered of Bids Received 3

**1. VOLUME AND PRICE**

Species	Net volume or quantity			Price	
	MBF	100 Cu. Ft. (Solid Peeled)	Cords	Per Unit	Total
Hemlock	14.399			\$45.00	\$647.95
Sugar Maple	0.287			\$629.99	\$180.81
Red Maple	4.373			\$90.00	\$393.57
Red Oak	7.781			\$539.99	\$4,201.69
Black Oak	0.08			\$360.00	\$28.80
White Oak	1.852			\$270.00	\$500.03
Yellow Birch	0.366			\$90.00	\$32.94
Seeet Birch	0.208			\$90.00	\$18.72
Beech	0.222			\$90.00	\$19.98
White Ash	2.13			\$629.99	\$1,341.89
Yellow Poplar	0.277			\$135.00	\$37.39
Black Cherry	15.855			\$1,169.99	\$18,550.15
Low Value Black Cherry	2.58			\$270.00	\$696.59
Cucumber	0.193			\$90.00	\$17.37
Mixed Hardwood Pulp		21.82		\$9.00	\$196.38
<b>TOTAL</b>	<b>50.603</b>	<b>21.82</b>			<b>\$26,864.26</b>

Divide cubic feet by 68 to convert to standard rough cords. Net volume was computed  
by DCNR's volume tables for saw timber from 100% tally (Type tally) Pulpwood from 1% tally (Type tally)

The estimate of volume is not guaranteed. No adjustments will be made. The Buyer should estimate  
the merchantable volume and bid accordingly.

**2. MARKED AND/OR DESIGNATED TREES**- a total of 503 merchantable trees to be cut and felled  
are marked above and below stump height with a spot or slash of yellow paint.

Contract No. 2001BC01

3. **CULL TREES**- A total of 15 cull trees are marked above stump height with an "X" of yellow paint, and below stump height with a spot of yellow paint. The Permittee must fell said cull trees which he may utilize without charge.
4. **PERFORMANCE DEPOSIT**- The Buyer agrees to furnish in form acceptable to the Borough a check, money order, corporate bond, or letter of credit in the amount of \$6,716.00 (25% of bid value) to insure faithful performance of this contract. All checks and money orders must be made payable to the Borough of Curwensville. This performance deposit will be returned in full, without interest, to the Buyer upon the Buyer's faithful performance of this Contract.
5. **PAYMENT**- After the contract has been approved as to legality and form by the Borough, the Buyer must make a lump sum payment to the Borough in the amount of TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FOUR and 26/100 (26,864.26) DOLLARS, by Cashier's, Certified, or Treasurer's Check, or by Postal, Express or Bank Money Order. All checks and money orders must be made payable to the Borough of Curwensville. PERSONAL CHECK OR PERSONAL MONEY ORDERS WILL NOT BE ACCEPTED. Anything in this agreement to the contrary notwithstanding, any payments made to the Borough shall be forfeited by the Buyer for breach of any term of this contract.
6. **START OF CUTTING**- Cutting or removal of forest products shall not start until the Buyer has received a copy of fully executed contract signed by Borough Council. Buyer must notify the Borough two days prior to the intended start of operations.
7. **LOGGING** - No trees shall be unnecessarily damaged or cut, or left lodged. All trees bent and held down shall be released promptly and those bent beyond recovery shall be felled after being designated and tallied by the Borough. All limbs and stubs shall be removed from logs and trees before skidding and yarding. Skidding, hauling, placing obstructions in streams, and hauling across streams, except over bridges or culverts are prohibited. No trees shall be felled upon any oil and gas well site, compressor station, or pipeline clearing. No hauling or skidding shall be done across or on any oil and gas well site, compressor station or pipeline clearing without the written permission of the pipeline owner or lessee, a copy of which shall be furnished to the Borough by the Buyer. Felling Irvin Park and contract boundary line trees, and trees marked with a spot of blue paint above and below stump height is prohibited. Tree stump height as measured on the side next to the highest ground shall not be higher than the diameter of the stump, and in no case shall exceed twelve inches unless considered impracticable by the Borough. Tops, slash and brush within 100 feet of improved roads and public highways shall be lopped to a diameter of 3 inches and scattered evenly over the ground, unless otherwise authorized in writing by the Borough. Lapping shall keep pace with logging. No tops, slash or brush shall be allowed to remain in or across any road, trail, drainage ditch, boundary line, stream, lake or right-of-way. Tops and slash shall be moved back 25 feet from roads and boundary lines, public highways, streams, dams, lakes, trails and forest plantations and 10 feet from railroads, buildings, permanent camp boundaries and officially designated picnic areas, and vistas, unless otherwise authorized in writing by the Borough.

Contract No. 2001BC01

8. ADDITIONAL PAYMENTS- The Buyer shall pay the Borough.
  - a. The adjusted species value per unit volume based on the Buyer's bid price for damage to merchantable unmarked and /or undesignated trees, which in the opinion of the Borough were not damaged due to the carelessness or negligence of the Buyer. The Borough will designate said trees and invoice the Buyer for them. The Buyer may remove said trees from Irvin Park land after he has paid for them and if required to fell them.
  - b. Three times the adjusted species value per unit volume based on the Buyer's bid price or \$5.00 per tree, whichever is higher, as determined by the Borough for unmarked and /or undesignated trees which the Buyer's has felled or which he has damaged, when in the opinion of the Borough trees were damaged as the result of the carelessness or negligence of the Buyer. The Borough will retain the title to the damaged trees.
9. FACILITIES\_ Facilities shall be installed, operated and maintained according to Borough specifications. Millsets on Borough land are prohibited for this sale. Landings and loading, yarding or staging areas shall not be located within 200 feet of any public road, unless otherwise authorized in writing by the Borough. All facilities must be removed by Buyer at his own expense prior to termination of this contract. The Buyer shall be liable for any damage which the Borough or any other party suffer directly or indirectly as the result of the action of this contract.
10. HAUL AND SKID ROADS AND SKID TRAILS-Buyer must construct or improve and maintain at his own expense haul roads, skid roads and skid trails.
11. RESERVATIONS- The Borough reserves the right to use lands subject to this contract for any or all purposes not incompatible with the rights herein granted.
12. RIGHTS OF WAY- Right-of-way over private land must be secured and maintained by Buyer at his expense.
13. TITLE- Title to all or part of forest products in this contract shall remain with the Borough until paid and the title shall revert to Borough if products are not removed from Irvin Park land on or before the expiration or termination date of this contract. The risk of loss of said products shall rest with the Buyers. This contract is not transferable.
14. INDEMNIFICATION- The Buyer agrees to indemnify, defend and hold harmless the Borough, its successors, employees, council members, mayor, representatives and assigns from and against any and all damages, losses, claims, demands, suits, costs, expenses and reasonable attorney's fees, which the Borough may suffer, sustain or be subjected to directly or indirectly by reason of this Contract. This paragraph shall survive the cancellation, modification and/ or expiration of this Contract.

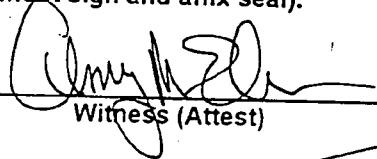
Contract No. 2001BC01

15. COMPLAINTS- Complaints to the Borough must be made in writing within thirty days following alleged unsatisfactory action. The decision of the Borough Council shall be final in the interpretation of the regulations and provisions governing this contract.
16. SUSPENSION OR TERMINATION- This contract may be suspended or terminated for failure of Buyer to comply with any of the conditions contained herein.
17. ENVIRONMENTAL PROTECTION- The Buyer must take whatever precautions are necessary, in the opinion of the Borough, to prevent soil erosion, water pollution and any other conditions detrimental to the environment of Irvin Park, private and public surrounding land and the property upon which the timber is located, and must correct immediately at his own expense and to the satisfaction of the Borough any conditions detrimental to the environment which result from the operation of this contract.
18. EXTENSION OF EXPIRATION DATE OF CONTRACT- The expiration date of this contract may be extended at the discretion of the Borough for a period not to exceed 90 days. Additional extensions must be approved by the Borough. When the Borough suspends contract operations in writing for any other reason than Buyer noncompliance, the contract can be extended at no cost for period equal to the period of suspension. When an extension is granted for any other reason, the contract will pay to the Borough five (5) percent of the lump sum contract value for each month of the requested extension period. Payment in full for each extension in the form of a certified, cashier's treasurer's or official check or postal, express or bank money order payable to the Borough of Curwensville must accompany the request to the Borough. (PERSONAL CHECKS MONEY ORDERS WILL NOT BE ACCEPTED). If the extension is granted and contract operations are completed prior to the end of the extension period, no refund will be made.  
If contract operations have not been completed by the contract expiration date and a contract extension has not been approved by the Borough contract operations will be suspended. If an extension is subsequently approved, the Buyer must make payment as outlined above to include the period of suspension.
19. ATTACHMENTS- The following exhibits are attached hereto and made a part hereof for all purposes:
  - EXHIBIT A- Sketch of Contact Area
  - EXHIBIT B - Non-Discrimination Clause
  - EXHIBIT C - Erosion and Sediment Control Plan
  - EXHIBIT D - Specifications and Sketches for Haul Roads and Skid Trails
20. The Buyer shall provide and maintain during the term of this Contract workmen's compensation, public liability and property damage insurance in sufficient amounts to protect the Borough, its successors, employees, council members, mayor, representatives and assigns. Certificate(s) of Insurance evidencing said coverages of insurance, naming the Borough as an Additional Insured, shall be delivered to the Borough before the Buyer enters upon the premises, and shall be maintained in force during the entire

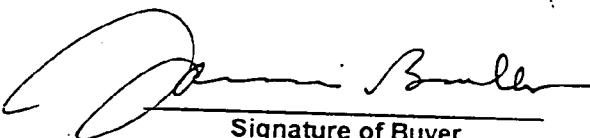
Contract No. 2001BC01

term of this Agreement. Said Certificate(s) of Insurance shall provide that notice of any cancellation, termination or expiration shall be given to the Borough at least thirty (30) days prior thereto. The Buyer shall have no right to conduct any operations upon the premises at any time when such policies of insurance are not in force.

I/WE agree to purchase the marked and/or designated forest products as described in this contract at the price or prices indicated, also to conduct this contract in accordance with conditions contained herein: (When Buyer is partnership, each partner must sign. When Buyer is a Corporation, the President or Vice-President, identified as such office, and the Secretary or Treasurer, identified a such officer, must sign and affix seal).



Witness (Attest)



Signature of Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Buyer



APPROVED AS TO LEGALITY AND FORM

Curwensville Borough Solicitor  
BUYER'S STATE SALES TAX STATEMENT

\_\_\_\_\_  
Signature of Borough

I/WE personally use the following forest products for which the sales tax is included with the payment for said forest products:

SALE PRICE					
Product	Quantity	Unit	\$ Per Unit	\$ Total	\$ Tax (6%)
	<u>None</u>				

Signature \_\_\_\_\_

(If all products will be resold, Buyer must write in "None" under Quantity)

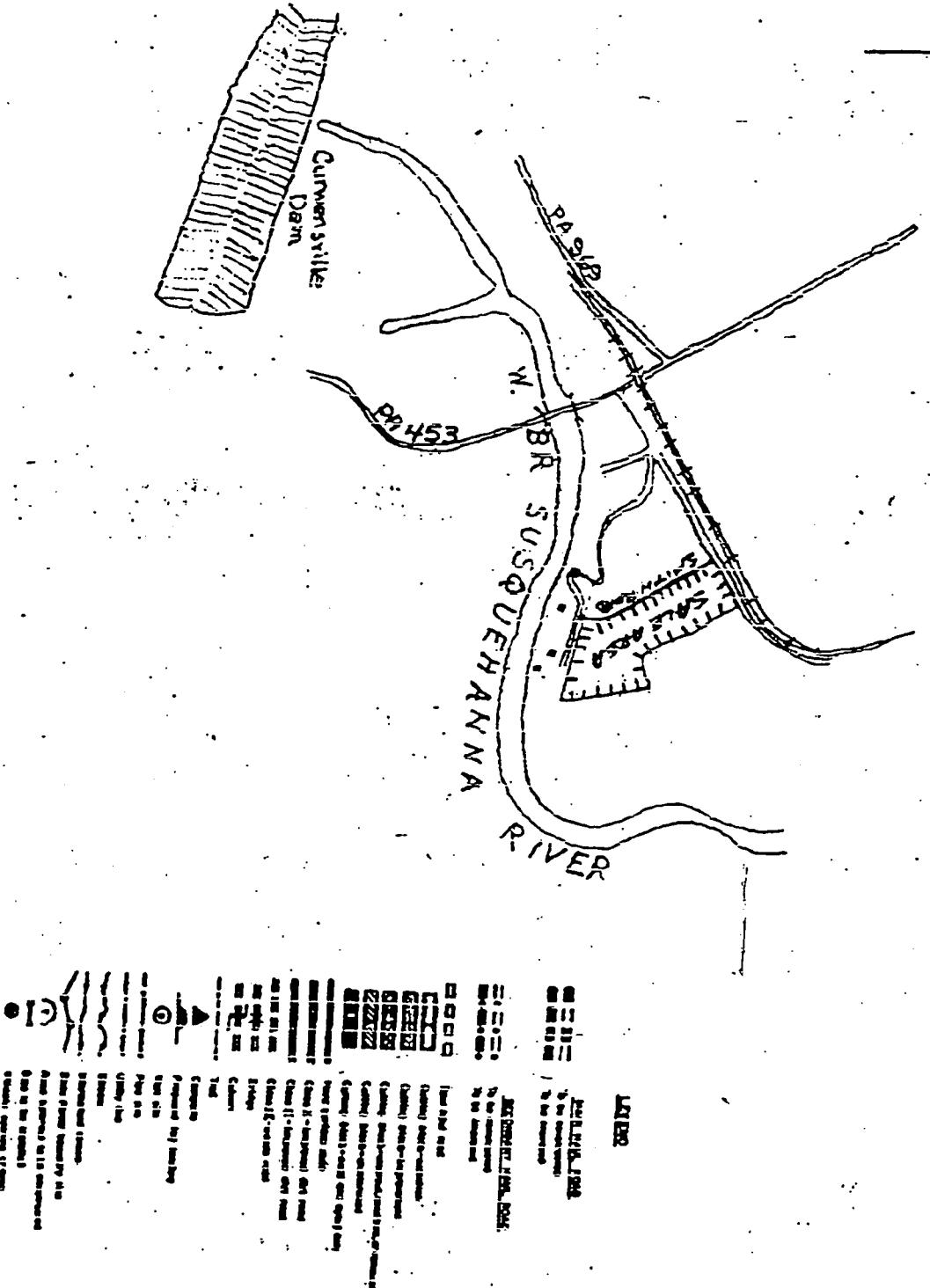
Edward A. Richardt,  
Scale 1"=0.25 miles;  
August 3, 2001

**EXHIBIT A**

Borough of Cyrwenville:  
Timber Sale 2000 IBC-01

## 14 Acres Selection

**Curtwensville Borough, Clearfield County.**  
**Irvin Park Site**



LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830  
(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

April 22, 2002

Sent by Facsimile 772-6157  
Hard Copy by U. S. Mail  
(Certified Mail, Return Receipt Requested)

Lawrence D. Buehler  
260 West Main Street  
Ridgway, PA 15853

Re: Timber Sale Contract - Curwensville Borough

Dear Mr. Buehler:

As you will recall, Curwensville Borough accepted your bid of November 7, 2001 for the purchase of numerous trees of varying species, which trees were marked above and below stump height with a spot or slash of yellow paint.

You have already signed the Timber Sale Contract, with your signature being witnessed by Amy in your office. A photocopy of that page is enclosed. The Contract was then executed on behalf of Curwensville Borough and the same was returned to you for your signature at the bottom of that page regarding the sales tax.

We have been awaiting the return of two fully executed copies of the Contract and the two checks required by the Contract: (1) \$26,864.26 - amount of your bid; and (2) \$6,726.00 - performance deposit. I have placed several calls to your office and I have spoken with Amy, but I have also left calls for you which you have not returned.

Under the Contract, you have until March 31, 2003 to cut and remove these trees, so long as you are in full compliance with the Contract, provide the required Certificates of Insurance, and provide Curwensville Borough two days' notice prior to the intended start of your operations. The Contract you and the Borough signed is valid and binding on you and the Borough. There are no provisions for you to refrain from paying the Borough until you are ready to start cutting.

GATES & SEAMAN

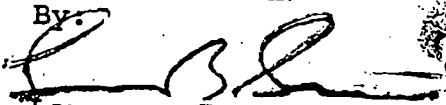
Page Two  
April 22, 2002

Please forward immediately to Emma Guarino, Borough Secretary, two fully executed copies of the Timber Sale Contract with original signatures, together with both of the checks required from you. If you should have any questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Laurance B. Seaman

LBS/sjb

xc: Curwensville Borough

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830  
(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

May 14, 2002

Sent by Facsimile 772-6157.

Hard Copy by U. S. Mail (Certified Mail, Return Receipt Requested)  
Hard Copy by regular U. S. Mail, postage prepaid

Lawrence D. Buehler  
260 West Main Street  
Ridgway, PA 15853

Re: Timber Sale Contract - Curwensville Borough

Dear Mr. Buehler:

As I told your secretary on Tuesday, May 14, 2002, since we received no response from you to our letter of April 22, 2002, which was sent to you by facsimile and also by certified mail (which was returned after it was unclaimed after two notices), Curwensville Borough Council, last evening at its regular Council Meeting, authorized this office, as Solicitor, to commence legal proceedings against you relative to your failure to comply with the Timber Sale Contract, which you signed. As you know, the institution of and proceeding forward with legal proceedings against you will only result in your incurring legal fees and costs. You submitted a bid to Curwensville Borough which was accepted and you signed the Timber Sale Contract, thereby obligating you to compliance with the same.

If you wish to avoid being embroiled in litigation, then Curwensville Borough must receive by close of business on May 29, 2002, the performance deposit in the amount of \$6,716.00 in the form of a check, money order, corporate bond or letter of credit and the bid amount of \$26,864.26 in the form of a cashier's, certified or treasurer's check, or by postal, express or bank money order.

We regret the necessity of sending you this letter, but your failure to comply with the Timber Sale Contract has left Curwensville Borough Council with no choice.

Very truly yours,

GATES & SEAMAN  
By:

Laurance B. Seaman

LBS/sjb  
xc: Curwensville Borough

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
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CLEARFIELD, PA. 16830  
(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

August 13, 2002

SENT BY FACSIMILE 772-6157  
HARD COPY BY U. S. MAIL

Lawrence D. Buehler  
260 West Main Street  
Ridgway, PA 15853

Re: Timber Sale Contract - Curwensville Borough

Dear Mr. Buehler:

This letter is a follow-up to my letters to you dated April 22, 2002 and May 14, 2002 regarding the aforementioned matter. Due to your failure to carry through with the written agreement you executed, Curwensville Borough has decided to re-advertise for bids in order to find another buyer for the timber in question. Thereafter, as soon as the bid is awarded and Borough Council receives payment under the new timber sales contract, the Borough has authorized this office to file suit against you in the Court of Common Pleas of Clearfield County, Pennsylvania, seeking the following damages:

(i) Difference in the contract price between what you agreed to pay for the timber and what was ultimately received by the Borough from the subsequent purchaser;

(ii) All incidental damages incurred by the Borough in having to re-advertise for bids and subsequently preparing a second contract with a new purchaser. This will include all advertising costs and costs the Borough incurs in having a new contract prepared; and

(iii) Attorney's fees incurred by Curwensville Borough in having to file suit against you seeking the above damages which the Borough is entitled to receive pursuant to Paragraph 14 of the executed contract.

GATES & SEAMAN

Page Two  
August 13, 2002

I have been advised that Borough Council will re-advertise for bids shortly after August 20, 2002 and therefore unless Curwensville Borough receives from you by the close of business on Tuesday, August 20, 2002, a performance deposit in the amount of \$6,716.00 in the form of a check, money order, corporate bond or a letter of credit, and your bid amount of \$26,864.26 in the form of a cashier's, certified or treasurer's check, Curwensville Borough will proceed to sell the said timber rights to the highest responsible bidder and then thereafter proceed to file suit against you as set forth above.

Very truly yours,

GATES & SEAMAN  
By:



Laurance B. Seaman

LBS/sjb  
xc: Curwensville Borough

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

CURWENSVILLE BOROUGH  
Bids will be received until 7:00 P.M., November 1, 2002, by Curwensville Borough Council for the sale of standing timber from a parcel of land, approximately 34 acres, adjacent to Irvin Park. If interested in bidding, bid forms can be obtained at the Borough Office, 900 Susquehanna Avenue, Curwensville, Pennsylvania, or call (814)236-1840.

Bid Bond of 10% of amount of bid required with bid.

The Borough reserves the right to accept or reject any or all bids.

Emma Guarno,  
Borough Secretary  
Curwensville Borough  
(814)236-1840

10:21-23-25-b

On this 18th day of November, A.D. 2002, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of October 21-23-25/2002.  
And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs  
Sworn and subscribed to before me the day and year aforesaid.

Ann K. Law  
Notary Public  
Clearfield, Pa.  
My Commission Expires  
September 16, 2004

Notarial Seal  
Ann K. Law, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Sept. 16, 2004  
Member, Pennsylvania Association of Notaries

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD : SS:

On this 23rd day of April, A.D. 2003,

before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in the regular issues of March 19-21-25/2003

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs  
Sworn and subscribed to before me the day and year aforesaid.

Ann K. Law  
Notary Public

Clearfield, Pa.

My Commission Expires  
September 16, 2004

Ann K. Law, Notary Public Clearfield Boro, Clearfield County My Commission Expires Sept. 16, 2004
---

Member, Pennsylvania Association of Notaries

## BOROUGH OF CURWENSVILLE

## TIMBER SALE CONTRACT

Between the Borough of Curwensville and  
 Buyer, Timothy D. Iraca d/b/a Anthonic Lumber Company  
 Address: 41 N. Hill Street, Coalport, PA 16627

Date Issued: April 21, 2003

Date Expires: March 31, 2004

County: Clearfield

Borough: Curwensville

Total Acres: 14 Acres

Number of Bids Solicited: 30

Number of Bids Received: 2

## 1. VOLUME AND PRICE

Species	Net volume or quantity			Price	
	MBF	100 Cu. Ft. (Solid Peeled)	Cords	Per Unit	Total
Hemlock	14.399			\$25.00	\$359.98
Sugar Maple	0.287			\$355.00	\$101.89
Red Maple	4.373			\$51.00	\$223.02
Red Oak	7.781			\$305.00	\$2,373.21
Black Oak	0.08			\$203.00	\$16.24
White Oak	1.852			\$152.00	\$281.50
Yellow Birch	0.366			\$51.00	\$18.67
Sweet Birch	0.208			\$51.00	\$10.61
Beech	0.222			\$51.00	\$11.32
White Ash	2.13			\$355.00	\$756.15
Yellow Poplar	0.277			\$76.00	\$21.05
Black Cherry	15.855			\$660.00	\$10,464.30
Low Value Black Cherry	2.58			\$152.00	\$392.16
Cucumber	0.193			\$51.00	\$9.84
Mixed Hardwood Pulp		21.82		\$5.00	\$110.06
<b>TOTAL</b>	<b>50.603</b>	<b>21.82</b>			<b>\$15,150.00</b>

Divide cubic feet by 68 to convert to standard rough cords. Net volume was computed by DCNR's volume tables for saw timber from 100% tally (Type Tally). Pulpwood from 1% tally (Type Tally).

The estimate of volume is not guaranteed. No adjustments will be made. The Buyer should estimate the merchantable volume and bid accordingly.

2. MARKED AND/OR DESIGNATED TREES-a total of 503 merchantable trees to be cut and felled are marked above and below stump height with a spot or slash of yellow paint.

3. **CULL TREES**-A total of 15 cull trees are marked above stump height with an "X" of yellow paint, and below stump height with a spot of yellow paint. The Permittee must fell said cull trees which he may utilize without charge.
4. **PERFORMANCE DEPOSIT**- The Buyer agrees to furnish in form acceptable to the Borough a check, money order, corporate bond, or letter of credit in the amount of \$3,787.50 (25% of bid value) to insure faithful performance of this contract. All checks and money orders must be made payable to the Borough of Curwensville. This performance deposit will be returned in full, without interest, to the Buyer upon the Buyer's faithful performance of this Contract.
5. **PAYMENT**- After the contract has been approved as to legality and form by the Borough, the Buyer must make a lump sum payment to the Borough in the amount of **FIFTEEN THOUSAND ONE HUNDRED-FIFTY (\$15,150.00) DOLLARS**, BY Cashier's, Certified, or Treasurer's Check, or by Postal, Express or Bank Money Order. All checks and money orders must be made payable to the Borough of Curwensville. **PERSONAL CHECK OR PERSONAL MONEY ORDERS WILL NOT BE ACCEPTED**. Anything in this agreement to the contrary notwithstanding, any payments made to the Borough shall be forfeited by the Buyer for breach of any term of this contract.
6. **START OF CUTTING**- Cutting or removal of forest products shall not start until the Buyer has received a copy of fully executed contract signed by Borough Council. Buyer must notify the Borough two days prior to the intended start of operations.
7. **LOGGING**- No trees shall be unnecessarily damaged or cut, or left lodged. All trees bent and held down shall be released promptly and those bent beyond recovery shall be felled after being designated and tallied by the Borough. All limbs and stubs shall be removed from logs and trees before skidding and yarding. Skidding, hauling, placing obstructions in streams, and hauling across streams, except over bridges or culverts are prohibited. No trees shall be felled upon any oil and gas well site, compressor station, or pipeline clearing. No hauling or skidding shall be done across or on any oil and gas well site, compressor station or pipeline clearing without the written permission of the pipeline owner or lessee, a copy of which shall be furnished to the Borough by the Buyer. Felling Irvin Park and contract boundary line trees, and trees marked with a spot of blue paint above and below stump height is prohibited. Tree stump height as measured on the side next to the highest ground shall not be higher than the diameter of the stump, and in no case shall exceed twelve inches unless considered impracticable by the Borough. Tops, slash and brush within 100 feet of improved roads and public highways shall be lopped to a diameter of 3 inches and scattered evenly over the ground, unless otherwise authorized in writing by the Borough. Lopping shall keep pace with logging. Not tops, slash or brush shall be allowed to remain in or across any road, trail, drainage ditch, boundary line, stream, lake or right-of-way. Tops and slash shall be moved back 25 feet from roads and boundary lines, public highways, streams, dams, lakes, trails and forest plantations and 10 feet from railroads, buildings, permanent camp boundaries and officially designated picnic areas, and vistas, unless otherwise authorized in writing by the Borough.

25 ft  
JES  
5/12/03  
J.D. 3  
5/12/03

- 8. ADDITIONAL PAYMENTS-** The Buyer shall pay the Borough.
  - a.** The adjusted species value per unit volume based on the Buyer's bid price for damage to merchantable unmarked and/or undesignated trees, which in the opinion of the Borough were not damaged due to the carelessness or negligence of the Buyer. The Borough will designate said trees and invoice the Buyer for them. The Buyer may remove said trees from Irvin Park land after he has paid for them and if required to fell them.
  - b.** Three times the adjusted species value per unit volume based on the Buyer's bid price or \$5.00 per tree, whichever is higher, as determined by the Borough for unmarked and/or undesignated trees which the Buyer's has felled or which he has damaged, when in the opinion of the Borough trees were damaged as the result of the carelessness or negligence of the Buyer. The Borough will retain the title to the damaged trees.
- 9. FACILITIES-** Facilities shall be installed, operated and maintained according to Borough specifications. Millsets on Borough land are prohibited for this sale. Landings and loading, yarding or staging areas shall not be located within 200 feet of any public road, unless otherwise authorized in writing by the Borough. All facilities must be removed by Buyer at his own expense prior to termination of this contract. The Buyer shall be liable for any damage which the Borough or any other party suffer directly or indirectly as the result of the action of this contract.
- 10. HAUL AND SKID ROADS AND SKID TRAILS-** Buyer must construct or improve and maintain at his own expense haul roads, skid roads and skid trails.
- 11. RESERVATIONS-** The Borough reserves the right to use lands subject to this contract for any or all purposes not incompatible with the rights herein granted.
- 12. Right of way-** Right of way over private land must be secured and maintained by Buyer at his expense.
- 13. TITLE-** Title to all or part of forest products in this contract shall remain with the Borough until paid and the title shall revert to Borough if products are not removed from Irvin Park land on or before the expiration or termination date of this contract. The risk of loss of said products shall rest with the Buyers. This contract is not transferable.
- 14. INDEMNIFICATION-** The Buyer agrees to indemnify, and hold harmless the Borough, its successors, employees, council members, mayor, representatives and assigns from and against any and all damages, losses, claims, demands, suits costs, expenses and reasonable attorney's fees, which the Borough may suffer, sustain or be subjected to directly or indirectly by reason of this Contract. This paragraph shall survive the cancellation, modification and/or expiration of this Contract.

15. **COMPLAINTS-** Complaints to the Borough must be made in writing within thirty days following alleged unsatisfactory action. The decision of the Borough Council shall be final in the interpretation of the regulations and provisions governing this contract.
16. **SUSPENSION OR TERMINATION-** This contract may be suspended or terminated for failure of Buyer to comply with any of the conditions contained herein.
17. **ENVIRONMENTAL PROTECTION-** The Buyer must take whatever precautions are necessary, in the opinion of the Borough, to prevent soil erosion, water pollution and any other conditions detrimental to the environment of Irvin Park, private and public surrounding land and the property upon which the timber is located, and must correct immediately at his own expense and to the satisfaction of the Borough any conditions detrimental to the environment which result from the operation of this contract.
18. **EXTENSION OF EXPIRATION DATE OF CONTRACT-** The expiration date of this contract may be extended at the discretion of the Borough for a period not to exceed 90 days. Additional extensions must be approved by the Borough. When the Borough suspends contract operations in writing for any other reason than Buyer noncompliance, the contract can be extended at no cost for period equal to the period of suspension. When an extension is granted for any other reason, the contract will pay to the Borough five (5) percent of the lump sum contract value for each month of the requested extension period. Payment in full for each extension in the form of a certified, cashier's treasurer's or official check or postal, express or bank money order payable to the Borough of Curwensville must accompany the request to the Borough. (PERSONAL CHECKS MONEY ORDERS WILL NOT BE ACCEPTED). If the extension is granted and contract operations are completed prior to the end of the extension period, no refund will be made.  
If contract operations have not been completed by the contract expiration date and a contract extension has not been approved by the Borough contract operations will be suspended. If an extension is subsequently approved, the Buyer must make payment as outlined above to include the period of suspension
19. **ATTACHMENTS-** The following exhibits are attached hereto and made a part hereof for all purposes:  
  
**EXHIBIT A- Sketch of Contact Area**  
  
20. The Buyer shall provide and maintain during the term of this Contract workmen's compensation, public liability and property damage insurance in sufficient amounts to protect the Borough, its successors, employees, council members, mayor, representatives and assigns. Certificate(s) of insurance evidencing said coverage's of insurance, naming the Borough as an Additional Insured, shall be delivered to the Borough before the Buyer enters upon the premises, and shall be maintained in force during the entire term of this Agreement. Said Certificate(s) of Insurance shall provide that notice of any cancellation, termination or expiration shall be given to the Borough at least thirty (30) days prior thereto. The Buyers shall have no right to conduct any operations upon the premises at any time when such policies of insurance are not in force.

I/WE agree to purchase the marked and/or designated forest products as described in this contract at the price or prices indicated, also to conduct this contract in accordance with conditions contained herein. (When Buyer is partnership, each partner must sign. When Buyer is a Corporation, the President or Vice-President, identified as such office, and the Secretary or Treasurer, identified as such officer must sign and affix seal).

Serggy Saic  
Witness

Timothy D. Iraca  
Timothy D. Iraca d/b/a Anthonic Lumber Co.

Emma Guarino  
Secretary

CURWENSVILLE BOROUGH BY:

John E. Sass  
John E. Sass, President Curwensville Borough Council

APPROVED AS TO LEGALITY AND FORM

R. R. S.  
Curwensville Borough Solicitor  
BUYER'S STATE SALES TAX STATEMENT

I/WE personally use the following forest products for which the sales tax is included with the payment for said forest products:

Product	Quantity	Unit	\$ Per Unit	\$ Total	\$ Tax (6%)
	None				

Signature Timothy D. Iraca

(If all products will be resold, Buyer must write in "None" under Quantity)

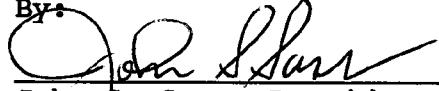


VERIFICATION

The undersigned verifies that he is the President of the Curwensville Borough Council, that he is authorized to execute this Verification on behalf of CURWENSVILLE BOROUGH, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. The undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

BOROUGH OF CURWENSVILLE

By:

  
John S. Sass, President  
Curwensville Borough Council

DATE: 10/13, 2003

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL ACTION - LAW  
NO. 03- CD

BOROUGH OF CURWENSVILLE,  
Plaintiff

-vs-

LAWRENCE D. BUEHLER,  
Defendant

C O M P L A I N T

**FILED**

O 2:54 PM Oct 85.00

NOV 06 2003

William A. Shaw  
Prothonotary

LAW OFFICES

GATES & SEAMAN  
2 NORTH FRONT STREET  
P.O. BOX 846  
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOROUGH OF CURWENSVILLE,  
Plaintiff  
v.  
LAWRENCE D. BUEHLER,  
Defendant

: CIVIL ACTION - LAW  
: No. 03-1665-CD  
:  
: TYPE OF CASE: CIVIL  
:  
: TYPE OF DOCUMENT:  
: Praeclipe for Entry of Appearance  
:  
: FILED ON BEHALF OF:  
: Lawrence D. Buehler, Defendant  
:  
: COUNSEL OF RECORD FOR THIS PARTY:  
: Terry R. Heeter  
: Supreme Court No. 52750  
:  
: The Kooman Law Firm  
: Marianne Professional Center  
: P.O. Box 700  
: Clarion, PA 16214  
: (814) 226-9100

jc:4881b  
#21808

**FILED**

**DEC 03 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

BOROUGH OF CURWENSVILLE, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
:  
v. : CIVIL ACTION - LAW  
:  
LAWRENCE D. BUEHLER, :  
Defendant : No. 03-1665-CD

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Enter my appearance on behalf of the defendant, Lawrence D. Buehler.

Papers may be served at the address set forth below.

TERRY R. HEETER, ESQUIRE  
Attorney for Defendant  
Supreme Court No. 52750  
The Kooman Law Firm  
Marianne Professional Center  
P.O. Box 700  
Clarion, PA 16214  
(814) 226-9100

DATE: December 1, 2003

Terry R. Heeter

jc:4880b  
#21808

BOROUGH OF CURWENSVILLE, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
: :  
v. : CIVIL ACTION - LAW  
: :  
LAWRENCE D. BUEHLER, :  
Defendant : No. 03-1665-CD

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 1st day of December, 2003, served the foregoing Praeclipe for Entry of Appearance by depositing a true and correct copy of the same in the United States mail, postage paid, at Clarion, Pennsylvania, addressed to the following:

ANDREW P. GATES, ESQUIRE  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830

Respectfully submitted,

By   
TERRY R. HEETER, ESQUIRE  
The Koeman Law Firm  
Attorney for Defendant  
Marianne Professional Center  
P.O. Box 700  
Clarion, PA 16214  
(814) 226-9100

jc:4882b  
#21808

100-00001

FILED 10/10/04 PM  
m/10/04 BJK cc  
DEC 03 2003 *Open*  
Copy to CJA

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BOROUGH OF CURWENSVILLE

VS.

BUEHLER, LAWRENCE D.

COMPLAINT

Sheriff Docket # 14765

03-1665-CD

**SHERIFF RETURNS**

NOW NOVEMBER 7, 2003 THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON LAWRENCE D. BUEHLER, DEFENDANT.

NOW NOVEMBER 10, 2003 SERVED THE WITHIN COMPLAINT ON LAWRENCE D. BUEHLER, DEFENDANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED AMY ELLIS, ASST. SEC. TO LARRY BUEHLER.

---

**Return Costs**

Cost	Description
30.27	SHERIFF HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY
22.20	ELK CO. SHFF. PAID BY: ATTY.

---

Sworn to Before Me This

24<sup>th</sup> Day Of Decem 2003  
William A. Shaw

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

So Answers,

*Chester Hawkins  
by Mawley Hams*  
Chester A. Hawkins  
Sheriff

FILED  
01/11/2004  
DEC 24 2003  
GJ  
William A. Shaw  
Prothonotary/Clerk of Courts

Borough of Curwensville

vs.

Lawrence D. Buehler

IN THE COURT OF COMMON PLEAS  
ELK COUNTY

No. 03-1665

**STATE OF PENNSYLVANIA  
COUNTY OF ELK**

Earl Pontious, Deputy Sheriff, being duly sworn according to law, deposes and says, that he served Lawrence D. Buehler at Buehler Lumber Company, 260 W. Main Street, Ridgway, Elk County, PA by handing to Amy Ellis, Assistant Secretary to Larry Buehler, a true and attested copy of the original Complaint and made known to her the contents thereof on November 10, 2003 at 2:02 P.M.

Elk County Sheriff's Costs - \$22.20 PAID

Sworn to and subscribed before me this 12<sup>th</sup>

day of November A.D. 2003

Caroline A. Frey  
My Commission Expires January 5, 2004  
Prothonotary

So Answers:

Thomas C. Kotter  
Sheriff

Earl C. Pontious  
Deputy



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER  
CHIEF DEPUTY

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 14765

BOROUGH OF CURWENSVILLE

TERM & NO. 03-1665-CD

VS

DOCUMENT TO BE SERVED:

LAWRENCE D. BUEHLER

COMPLAINT

SERVE BY: 12/05/2003

MAKE REFUND PAYABLE TO: GATES & SEAMAN, ESQ.

SERVE: LAWRENCE D. BUEHLER

ADDRESS: 260 WEST MAIN ST., RIDGWAY, PA.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deposition being made at the request and risk of the Plaintiff this 7th Day of NOVEMBER 2003

Respectfully,

  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

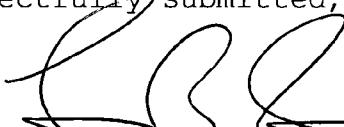
BOROUGH OF CURWENSVILLE, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : CLEARFIELD COUNTY, PENNSYLVANIA  
: :  
v. : CIVIL ACTION - LAW  
: :  
LAWRENCE D. BUEHLER, :  
Defendant : No. 03-1665-CD

**PRAECIPE FOR DISCONTINUANCE**

TO THE PROTHONOTARY:

You are hereby directed to discontinue the above-captioned matter.

Respectfully submitted,

By   
LAURANCE B. SEAMAN, ESQUIRE  
Law Offices Gates & Seaman  
Attorney for Plaintiff  
Two North Front Street  
P.O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

DATE: 12/22/03

**FILED**

JAN 08 2004

William A. Shaw  
Prothonotary

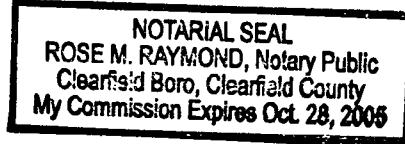
COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF CLEARFIELD )

On this, the 22nd day of December, 2003, before me, the undersigned officer, personally appeared, **LAURANCE B. SEAMAN**, 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.

Rose M. Raymond  
Notary Public

My Commission Expires:



jc:4953b  
#21808

**FILED**

in 1038 case  
to court

JAN 08 2004

come to  
c/a

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**Borough of Curwensville**

**Vs.** **No. 2003-01665-CD**  
**Lawrence D. Buehler**

**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 January 8, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$147.47 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of January A.D. 2004.

---

William A. Shaw, Prothonotary