

03-1862-CD  
MARK A. THOMPSON, etal. vs. K. C. LEZZER, etal

Date: 01/17/2005

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:01 AM

ROA Report

Page 1 of 1

Case: 2003-01862-CD

Current Judge: No Judge

Mark A. Thompson, William Thomas, Mary Kay Thomas, Verna Thompson vs. K. C. Lezzer, Amy Lezzer, KCL Enterprises

Civil Other

Date		Judge
12/19/2003	Filing: Writ of Summons Paid by: Simpson, Kablack & Bell Receipt number: 1870771 Dated: 12/19/2003 Amount: \$85.00 (Check)	No Judge ✓
03/10/2004	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm no cc	No Judge ✓
03/17/2004	Complaint. filed by, s/Christopher S. Welch, Esquire 1 cc Atty Welch	No Judge ✓
05/18/2004	Stipulation To Amend Complaint. s/Christopher S. Welch, Esq. s/Elizabeth A. Dupis, Esq. no cc	No Judge ✓
06/21/2004	Entry of Appearance for Defendants, filed by Atty. Dupuis no cert.	No Judge ✓
	Defendants' Answer and New Matter filed by Att. Dupuis no cert.	No Judge ✓
06/24/2004	Reply to New Matter, filed by Atty. Welch. no cert. copies.	No Judge ✓
	Certificate of Service, filed by Atty. Welch	No Judge ✓
	Served copy of Replay to New Matter on Atty. Marquis & Atty. Dupuis	No Judge ✓
09/28/2004	Filing: Praeipce For Arbitration Paid by: Welch, Christopher S. (attorney for Thompson, Mark A.) Receipt number: 1887299 Dated: 09/28/2004 Amount: \$20.00 (Check) No CC	No Judge ✓
11/17/2004	Order, NOW, this 17th day of Nov. 2004, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, January 18, 2004 at 9:00 a.m. in the Conference/Hearing Room, 2nd floor, Clfd. Co. Courthouse. The following have been appointed as Arbitrators: Dwight L. Koerber, Jr., Esquire Benjamin S. Blakley, Esquire Christopher J. Shaw, Esquire BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 5 CC C/A	No Judge ✓

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

MARK A. THOMPSON, WILLIAM THOMPSON  
and MARY KAY THOMPSON, his wife, and  
VERNA THOMPSON,  
Plaintiffs,

vs.

K. C. LEZZER and AMY LEZZER, his wife,  
individually and t/d/b/a KCL ENTERPRISES,  
Defendants.

No. 03-1862-CD

PRAECIPE

TO THE PROTHONOTARY:

Please issue a Writ of Summons against the defendant, K. C. Lezzar, individually and  
t/d/b/a KCL Enterprises, and Amy Lezzar, his wife, in connection with the above-captioned suit.



---

Wayne A. Kablack, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(724) 465-5559  
Attorneys for Plaintiffs

FILED

DEC 19 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

**COPY**

**SUMMONS**

**Mark A. Thompson, William Thompson,  
and Mary Kay Thompson, his wife, and  
Verna Thompson**

**Vs.**

**NO.: 2003-01862-CD**

**K. C. Lezzer and Amy Lezzer, his wife,  
individually and t/d/b/a KCL Enterprises**

**TO: K. C. LEZZER  
AMY LEZZER  
KCL ENTERPRISES**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 12/19/2003

---

William A. Shaw  
Prothonotary

Issuing Attorney:

Wayne A. Kablack Esq  
834 Philadelphia St., Ste. 200  
Indiana, PA 15701

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

THOMPSON, MARK A., WILLIAM & MARY KAY

Sheriff Docket # 14953

VS.

03-1862-CD

LEZZER, K.C. and AMY ind & t/d/b/a KCL ENTERPRISES

SUMMONS

**SHERIFF RETURNS**

NOW JANUARY 5, 2004 ART 1:42 PM SERVED THE WITHIN SUMMONS ON AMY LEZZER, IND., DEFENDANT AT RESIDENCE, 85 GREEN RIDGE DRIVE, FAIRWAY ESTATES, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY LEZZER A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

NOW JANUARY 5, 2004 AT 1:42 PM SERVED THE WITHIN SUMMONS ON K.C. LEZZER ind & t/d/b/a KCL ENTERPRISES, DEFENDANT AT RESIDENCE, 85 GREEN RIDGE DRIVE, FAIRWAY ESTATES, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY LEZZER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
31.20	SHERIFF HAWKINS PAID BY: ATTY CK# 32123
20.00	SURCHARGE PAID BY: ATTY CK# 32124

Sworn to Before Me This

10<sup>th</sup> Day Of March 2004

William A. Shaw

So Answers,

Chester A. Hawkins  
by Marilyn Harris

Chester A. Hawkins  
Sheriff

**FILED**

MAR 10 2004 *no cc*  
0/3:10 p.m. *g*  
William A. Shaw *g*  
Prothonotary *g*

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

COPY

**SUMMONS**

**Mark A. Thompson, William Thompson,  
and Mary Kay Thompson, his wife, and  
Verna Thompson**

**Vs.**

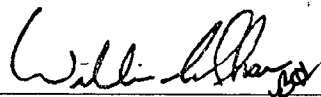
**NO.: 2003-01862-CD**

**K. C. Lezzer and Amy Lezzer, his wife,  
individually and t/d/b/a KCL Enterprises**

TO: K. C. LEZZER  
AMY LEZZER  
KCL ENTERPRISES

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 12/19/2003



William A. Shaw  
Prothonotary

Issuing Attorney:

Wayne A. Kablack Esq  
834 Philadelphia St., Ste. 200  
Indiana, PA 15701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON,  
WILLIAM THOMAS and MARY  
KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs

vs.

K. C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants

CIVIL DIVISION – EQUITY

CASE NUMBER: No. 2003-1862-CD

TYPE OF PLEADING: Complaint

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE  
OF: Counsel of Record

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559

Attorney's State ID#: 89149

Attorney's Firm ID#: 25-0918627

**FILED**

**MAR 17 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

**MARK A. THOMPSON,  
WILLIAM THOMAS and  
MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,**

**Plaintiffs,**

**vs.**

**K.C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,**

**Defendants.**

**No. 2003-1862-CD**

**CIVIL ACTION - EQUITY**

**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.**

**David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
814-765-2641 ext. 5982**



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

**MARK A. THOMPSON,  
WILLIAM THOMAS and  
MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,**

**Plaintiffs,**

**vs.**

**K.C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,**

**Defendants.**

**No. 2003-1862-CD**

**CIVIL ACTION - EQUITY**

**COMPLAINT**

AND NOW, come the Plaintiffs, Mark A. Thompson, William Thomas and Mary Kay Thomas, his wife, and Verna Thompson, by and through their attorneys, Simpson, Kablack & Bell, and file the within Complaint in Equity and aver as follows:

1. Plaintiff, Mark A. Thompson, is a citizen of the Commonwealth of Pennsylvania with his residence at 207 Forest Ridge Road, Indiana, Pennsylvania 15701.
2. Plaintiffs, William Thomas and Mary Kay Thomas, his wife, are citizens of the Commonwealth of Pennsylvania with their residence at 2329 Washington Avenue, Clearfield, PA 16830.
3. Plaintiff, Verna Thompson, is a citizen of the Commonwealth of Pennsylvania with her residence at 2295 Washington Avenue, Clearfield, PA 16830.
4. Defendants, K.C. Lezzer and Amy Lezzer, his wife, are citizens of the Commonwealth of Pennsylvania trading and doing business as KCL Enterprises, with a current address of P.O. Box 21, Michilin Street, Curwensville, PA 16833.

5. Plaintiffs are the owners of two adjoining parcels of real property located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830, which adjoin the Defendants' subdivision, more specifically described in the deeds, copies of which are attached hereto and made a part hereof as Exhibit 1.

6. The Defendants submitted a Subdivision and Land Development Application to Lawrence Township, Clearfield County, Pennsylvania, on March 8, 2001, a copy of which is attached hereto and incorporated herein as Exhibit 2.

7. The Application was accompanied by an Erosion and Sedimentation Control Plan, prepared by Yost Surveying and dated March 6, 2001, a copy of which is attached hereto and incorporated herein as Exhibit 3.

8. The Application was also accompanied by a Storm Water Management Plan, prepared by Yost Surveying and dated March 6, 2001, a copy of which is attached hereto and incorporated herein as Exhibit 4.

9. The Application was reviewed by the Lawrence Township Planning Commission on March 13, 2001, and approved by the Lawrence Township Supervisors on March 20, 2001.

10. At all relevant times hereto, the Erosion and Sedimentation Control and Storm Water Management Plans were not implemented as prepared by Yost Surveying and approved by the Lawrence Township Supervisors.

11. More specifically, the provisions of the plans that were not completed include the following:

- a. Every property within the development is required to have an on-site sump pump.
- b. Water downspouts from the roof gutters were to be connected to the sump pumps on each property within the development.

c. The sump pumps are required to have adequate sump capacity to control excessive runoff.

d. Swales along Fairway Lane are to collect and convey runoff to a storm drain.

e. 15" storm drains were to be installed under Fairway Lane and to the existing drainage structure.

12. The Lawrence Township Supervisors have made numerous inspections of the development and have confirmed that the Erosion and Sedimentation Control and Storm Water Management Plans plans were not followed to completion.

13. During their inspections, the Lawrence Township Supervisors have concluded that either the downspouts were not being directed to the sump pumps or the sump capacities were inadequate to deal with the amount of water flow, as outlined in their correspondence, attached hereto and incorporated herein collectively as Exhibit 5.

14. On numerous occasions, uncontrolled surface water runoff has channeled onto the property of the Plaintiffs resulting in substantial property damage.

15. The property damage caused by the surface water runoff is the direct result of the Erosion and Sedimentation Control and Storm Water Management Plans not being completed.

16. These conditions have not been remedied and there is a potential for future damages.

17. The uncontrolled surface water runoff has caused significant damages to the Plaintiffs' property including, but not limited to the months of June 2002 and June, July, August, and November 2003 resulting in expenses to alleviate the problem as well as the water damage.

18. As a result of the heavy rains during June 2002, plaintiffs incurred damages in the amount of \$5,690.20, for damages within the residence as well as to the landscaping, see Exhibit 6 attached hereto and incorporated herein.

19. As a result of the heavy rains during June, July, August, and November 2003, Plaintiffs incurred damages in the amount of \$4,696.34, comprised of rental of dryer fans, replacement of damaged carpeting and furniture, sanitization and extraction of carpeting, repair of doors and trim mouldings, and labor and cleanup, see Exhibit 7 attached hereto and incorporated herein.

20. Plaintiffs expended \$435.00 for a hydrologist to prepare a storm water management plan, a copy of which is attached hereto as Exhibit 8.

21. Plaintiffs also expended \$7,740.00 to install concrete drainage inlet and 8" and 10" plastic drainage pipes on their property to divert storm water coming from the development, see Exhibit 9 attached hereto and made a part hereof.

22. Plaintiffs will incur additional costs associated with re-landscaping their property due to the water runoff and the installation of the extra drainage and such damages are estimated at \$15,000.00.

23. Plaintiffs have a direct interest in this action because they are property owners along the subdivision and have sustained actual property damage from water runoff that would have been prevented had the aforementioned plans been implemented.

24. The potential for property damage will cause Plaintiffs to suffer irreparable harm if the previously approved plans are not implemented.

25. Plaintiffs have no adequate remedy at law.

### **COUNT I – EQUITABLE RELIEF**

26. Paragraphs 1 through 25 are incorporated herein as set forth at length.

27. The Plaintiffs have suffered damages and will continue to suffer the potential for future damages resulting from the Defendants' failure to comply with the provisions of the Erosion and Sedimentation Control and Storm Water Management Plans.

28. The Defendants have an obligation to comply with the provisions of the plans as proposed by Defendants and approved by the Lawrence Township Supervisors.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter an Injunction directing the Defendants to comply with the provisions of the Erosion and Sedimentation Control Plan and Storm Water Management Plan and enter such additional relief as is just and appropriate under the circumstances.

### **COUNT II – DAMAGES**

29. Paragraphs 1 through 28 are incorporated herein as set forth at length.

30. The Defendants have a duty to comply with the Erosion and Sedimentation Control and Storm Water Management Plans as approved by the Lawrence Township Supervisors.

31. The Defendants have breached that duty by their failure to comply with the Erosion and Sedimentation Control Plan and Storm Water Managements.

32. The Plaintiffs have suffered damages, as enumerated previously herein in Paragraphs 18 through 22, which were caused by the lack of water drainage safeguards provided for in the aforementioned plans.

WHEREFORE, the Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against the Defendants, for \$27,873.34, plus interest, costs, expenses, and any other relief which the Court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Welch', written over a horizontal line.

Christopher S. Welch, Esquire  
Attorney for Plaintiffs

Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, Pennsylvania 15701  
Phone: 724-465-5559

**DEED**

**THIS INDENTURE** made the 27<sup>th</sup> day of August, 2001 BETWEEN  
KENNETH C. LEZZER, t/d/b/a KCL ENTERPRISES, of P. O. Box 21,  
Curwensville, Pennsylvania, Party of the First Part, hereinafter  
referred to as "GRANTOR",

AND

MARK A. THOMPSON, an individual, of White Township, Indiana  
County, Pennsylvania, Party of the Second Part, hereinafter  
referred to as "GRANTEE",

WITNESSETH, that the said party of the first part, in  
consideration of the sum of Fifteen Thousand (\$15,000.00) DOLLARS  
to him now paid by the party of the second part, does grant,  
bargain, sell and convey unto the party of the second part, his  
heirs, executors and assigns,

ALL that certain piece or parcel of land known as Lot 11, the  
southern portion of Lot 4, in the KCL Enterprises Subdivision  
situate in Lawrence Township, Clearfield County, Pennsylvania,  
bounded and described as follows:

BEGINNING at a 5/8" rebar set at the northwestern corner of  
the land herein described; thence by Lot 4 in the KCL  
Enterprises Subdivision (N 53° 53' 56" E) 274.580 feet to a  
5/8" rebar; thence by land of Crown Crest Cemetery  
Corporation (S 40° 13' 00" E) 20.000 feet to a 5/8" rebar;  
thence by land of Mark A. Thompson, the Grantee herein, (S  
53° 53' 56" W) 274.580 feet to a 5/8" rebar; thence by Lot 5  
in the KCL Enterprises Subdivision (N 40° 13' 00" W) 20.000  
feet to a 5/8" rebar and the place of beginning. Containing  
0.126 acres.

BEING a portion of the same premises conveyed to the Grantor  
herein by deed of James K. Brown and Tanis A. Brown dated

May 2, 2000 and recorded in the Office of the Register and Recorder of Clearfield County as Instrument No. 200006051.

UNDER and SUBJECT to any water, sewer, electric, road or other easements that appear on the Amended Subdivision of KCL Enterprises prepared by Yost Surveying which Amended Subdivision was approved by the Clearfield County Planning Commission and the Township of Lawrence as appears from the Plan of said Amended Subdivision recorded on May 24, 2001 in the Office of the Register and Recorder for Clearfield County as Map No. 2316, Instrument No. 200107806.

ALSO UNDER and SUBJECT to Declaration of Restrictive Covenants dated June 4, 2001 and recorded in the Office of the Register and Recorder for Clearfield County as Instrument No. 200108290.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs, executors and assigns forever; And the said party of the first part for himself, his heirs, executors and administrators covenant with the said party of the second part his heirs, executors, and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness: \_\_\_\_\_

\_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_

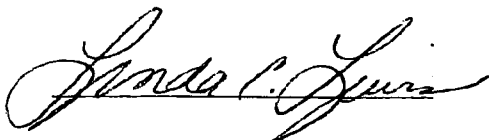



NOTICE-THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

WITNESS the hand and seal of the said party of the first part.

WITNESS:


KCL ENTERPRISES

 By  (SEAL)  
Kenneth C. Lezza

### CERTIFICATE OF RESIDENCE

I, James A. Naddeo, Esquire, do hereby certify that the precise residence of the Grantee herein is as follows:

P. O. Box 1378, Indiana, PA 15701

  
Attorney for Grantee

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200113872

RECORDED ON  
AUG 31, 2001  
3:35:10 PM  
Total Pages: 4

RECORDING FEES -	\$13.00
REORDER	
COUNTY IMPROVEMENT FUND	\$1.00
REORDER IMPROVEMENT FUND	\$1.00
STATE TRANSFER TAX	\$150.00
STATE WRIT TAX	\$0.50
LAWRENCE TOWNSHIP	\$75.00
CLEARFIELD AREA SCHOOLS	\$75.00
TOTAL	\$315.50
CUSTOMER	
MADEO & ASSOCIATES	

County Parcel No.: 123-J09-169

## DEED

MADE the 14<sup>th</sup> day of December in the year nineteen hundred and ninety-eight (1998).

BETWEEN MID-EAST OIL COMPANY, a Pennsylvania corporation, of 255 Airport Road, Indiana, Pennsylvania 15701, party of the first part, hereinafter referred to as the "GRANTOR";

*and*.

MARK A. THOMPSON, single, of 209 Forest Ridge Road, Indiana, Pennsylvania 15701, party of the second part, hereinafter referred to as the "GRANTEE."

WITNESSETH, that in consideration of the sum of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, his heirs, executors, administrators, and assigns forever,

*ALL* that certain piece or parcel of land situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in which is placed an iron pin, which iron pin is twenty-seven and four tenths (27.4) feet from the center line of Legislative Route 17145; thence North forty (40) degrees thirteen (13) minutes West two hundred sixty-nine and sixty-four one-hundredths (269.64) feet to an iron pin on the line of land of prior grantors; thence along land of prior grantors North fifty-three (53) degrees forty-five (45) minutes East one hundred thirty-five and no tenths (135.0) feet to an existing iron pin; thence South forty (40) degrees thirteen (13) minutes East along line of Crown Crest Cemetery two hundred sixty-nine and sixty-four one-hundredths (269.64) feet to an existing iron pin and; thence along the right-of-way of Legislative Route 17145 South fifty-three (53) degrees forty-five (45) minutes West one hundred thirty-five (135) feet to an iron pin and place of beginning.

BEING the same premises which James O. Duncan et ux by Deed dated November 10, 1997 and recorded November 12, 1997 in the Recorder's Office of Clearfield County, Pennsylvania in Deeds and Records Book Volume 1886, page 392, granted and conveyed unto Mid-East Oil Company, Grantor herein.

TOGETHER with all and singular, the improvements, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said party of the first part, in law, equity, or otherwise, howsoever, of, in, and to the same, and every part thereof,

TO HAVE AND HOLD the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs, executors, administrators, and assigns, FOREVER.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Myrcella R. Lytle

Mark A. Thompson

This 14th day of December 1998

**THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)**

AND the said Grantor will **GENERALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be properly executed by its President, duly attested by an authorized officer, and its corporate seal to be hereunto affixed the day and year first above written.

Attest:

Bradley A. Brothers  
Name: Bradley A. Brothers  
Title: Secretary/Treasurer  
(Corporate Seal)

MID-EAST OIL COMPANY

By: Mark A. Thompson  
Name: Mark A. Thompson  
Title: President

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows: R. D. 4, Box 101; Clearfield, PA 16830.

John Sughrue  
John Sughrue, Esquire  
Attorney for Grantee

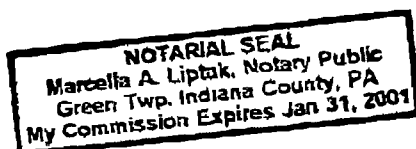
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF INDIANA :

On this, the 14th day of December, 1998, before me, the undersigned authority, personally appeared MARK A. THOMPSON, who acknowledged himself to be the President of MID-EAST OIL COMPANY, the foregoing corporation, and that as such, he being authorized by such corporation to do so, executed the foregoing Deed for the purpose therein contained by signing his name thereon as such and subscribed before me the day and year aforesaid.

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

Marcella A. Liptak  
Notary Public

My Commission Expires:



**SUBDIVISION AND LAND DEVELOPMENT APPLICATION**  
**Lawrence Township (Clearfield County) Pennsylvania**

**For Official Use Only**

Plan Title KCL ENTERPRISES SUBDIVISION

Plan Date JAN. 2, 2001

- |  |  |
|--|--|
| <input type="checkbox"/> Land Development  | <input type="checkbox"/> Sketch Plan                 |
| <input checked="" type="checkbox"/> Subdivision  | <input checked="" type="checkbox"/> Preliminary Plan |
| <input checked="" type="checkbox"/> Minor ( <del>5</del> <sup>10 LOTS</sup> and under) | <input checked="" type="checkbox"/> Final Plan       |
| <input type="checkbox"/> Major (6 and more)  |  |

File No. 123-19-32

Date Received: 3-8-01

Official Submission Date: 3-8-01

Decision Date: 3-20-01

**PROPERTY OWNER**

Name K.C. LEZZER

Address MICHILIN STREET

CURWENSVILLE, PA. 16833

Phone # (814) 236-3720

**APPLICANT (if other than owner)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # ( ) \_\_\_\_\_

Applicant's Interest \_\_\_\_\_

**TRACT DESCRIPTION**

Location (Street Address) INTERSECTION T-105 & SR. 1001, EAST OF T-105

Tax Assessment Parcel No. 123-19-32 Current Zoning R-S

County Deed Book No. 2000006651 Page No. \_\_\_\_\_

Total Tract Area 8.481 (acres)/sq. ft. Area in this Proposal 8.481 (acres)/sq. ft.

Is Zoning action necessary? NO If so, what type:      Amendment      Variance  
   Conditional Use      Special Exception

To the best of your knowledge, has any Subdivision or Land Development Plan been previously submitted for this tract? NO If yes, when? \_\_\_\_\_

By whom? \_\_\_\_\_

**PROPOSAL DESCRIPTION**

Engineer/Land Surveyor SAMUEL B. YOST, PLS

Number of lots 10 (8 BUILDING LOTS) Number of phases 1

Type of Development/Subdivision

- ☒ Single-Family      ☐ Multiple-Family      ☐ Industrial  
☐ Two-Family      ☐ Commercial      ☐ Other \_\_\_\_\_

Proposed Starting Date SPRING 2001 Proposed Completion Date ?

Proposed Contractor AMERON CONSTRUCTION

Address of Contractor 2501 N. ATHERTON ST.  
STATE COLLEGE, PA. 16803

Telephone # of Contractor (814) 237-1586

PLANS AND OTHER SUPPORTING DOCUMENTATION

- ✓ Review Fee      Amount \$ 250.00
- ✓ Appropriate Number of Plan Prints, 4 Copies
- ✓ Road Profiles and Cross-Sections
- ✓ Storm Water Management Plan
- ✓ Soil Erosion and Sedimentation Plan
- ✓ Water Supply Data
- ✓ Sewage Disposal Data
- N/A DER "Planning Module"
- Supplement \_\_\_\_\_
- Revision \_\_\_\_\_
- N/A Improvement Surety
- N/A Private Right-of-Way Agreement
- N/A PennDOT Review
- N/A Postal Service Review
- Other (Specify) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

# IMPROVEMENTS DESCRIPTION

	Unit	Estimated Cost	
Length of New Roads (LF)	340'	?	Public
			Private
Length of Curbs (LF)	340'(x2)		
Type of Sewage Treatment	PUBLIC, CMA		
Type of Water Supply	PUBLIC, CMA		
Stormwater Facilities	N/A		
Water Distribution	✓		
Waste Collection	✓		
Common Open Space	N/A		
Storm Sewers	N/A		
Other (Specify)			

I, the undersigned, represents that to the best of his/her knowledge and belief, all of the above statements are true, correct and complete:

Signature of Landowner

Date: March 8, 2001

Signature of Applicant  
(if other than owner)

Received by: Hope A. Martin  
Lawrence Township Code  
Enforcement Officer

## FINAL PLAN REVIEW AND APPROVAL

Plan Reviewed By: Samuel E. [Signature]  
Lawrence Township Planning Commission (Date) 3-13-01  
Clearfield County Planning Commission (Date)

Plan Approved By: MLS  
Board of Lawrence Township Supervisors (Date) 3-20-01

Plan Recorded Date

County Deed Book # Page #

# Yost Surveying

RD 2, Box 111, Clearfield, Pennsylvania 16830  
814-768-9611; 888-768-2168 ; 814-765-3531 - Fax

Samuel B. Yost, PLS

Land Surveys, Subdivisions  
E & S Control Plans

## EROSION AND SEDIMENTATION CONTROL PLAN

KCL ENTERPRISES SUBDIVISION  
LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA

Prepared for:

K.C. Lezzer  
Michlin Street  
Curwensville, Pa. 16883

Prepared By:

Yost Surveying  
RR2 Box 111  
Clearfield, Pa. 16830

March 6, 2001



**NARRATIVE**

---

**KCL Enterprises Erosion and Sedimentation Control Plan**

**K.C.L. ENTERPRISES SUBDIVISION**  
**EROSION AND SEDIMENTATION CONTROL PLAN**

The proposed subdivision consists of ten (10) lots. The lots are as follows: Lot 1, 0.468 acres; Lot 2, 0.492 acres; Lot 3, 0.492 acres; Lot 4, 2.226 acres; Lot 5, 0.684 acres; Lot 6, 1.047 acres; Lot 7, 0.836 acres; Lot 8, 0.581; Lot 9, 0.792 acres and Lot 10, 0.284 acres. The total acreage of the property is 8.418 acres.

Lots 1-8 will be sold to individuals who propose to erect single-family residential units. Lot 9 has an existing home on it and Lot 10 is a small irregular lot, both lots will be non-building. Lot 1-7 have frontage on the proposed fifty (50) foot road, Fairway Lane. Lots 8 and 9 have frontage on S.R. 1001. Lot 10 lies along T-105. All of the lots will be served by a proposed sewer line to be built by the developer and turned over to the Clearfield Municipal Authority. Water will be furnished by an existing line owned by the Clearfield Municipal Authority that serves Longmeadow residential development near the northwestern corner of the Subdivision.

Based upon Chapter 102 of the Pennsylvania Code it is the responsibility of any owner contractor/owner to have an approved erosion and sedimentation control plan for any earth disturbing activities. Furthermore, Chapter 102 also states that for any site where earth disturbance will be less than five (5) acres, it is only required that an on-site erosion and sedimentation control plan be maintained with no formal approval. Although the proposed K.C.L. Enterprises Subdivision covers a total of 8.418 acres, it is anticipated that only a maximum of 4.302 acres will be necessary to construct the residential units and the supporting structures. This on-site erosion and sedimentation control plan will be issued to each of the lot owners at the time of purchase and will be their responsibility to implement and maintain. The developer will assume the responsibility to implement and maintain the controls associated with the new road and sewer line.

Any earth disturbance on each lot will be restricted to the area where the houses and driveway will be constructed. Additional earth disturbance will occur when the developer puts in the fifty (50) foot road and the sanitary sewer line. The proposed earth disturbance for each item is as follows:

House construction	- maximum of 20,000 square feet for each building lot.
Eight (8) building lots x 20,000 square feet per lot -	160,000 square feet
Fairway Lane	16,000 square feet
Sewer Line	11,400 square feet
<b>TOTAL DISTURBED AREA</b>	<b>= 187,400 square feet or 4.302 acres</b>

The limit of the earth moving activities encompasses a maximum of 4.302 acres. For the purpose of the Erosion and Sedimentation Plan, the areas of disturbance will be isolated to the areas detailed above. These areas are limited to the house and driveway construction areas, Fairway Lane construction area and the sanitary sewer construction area. Another area of concern will be the construction entrance from T-105 at the entrance of Fairway Lane. The control measure for this area will include the use of a rock construction entrance shown on the Site Map. Control measures for the other disturbed areas will be the use of filter fabric fence. It should be noted that some of these areas of disturbance are speculative and will depend on the individual landowners preferences. It is anticipated that these proposed areas will be on the general location shown on the Site Map.

The following is a discussion of eight (8) factors for plan considerations:

#### **1) THE TOPOGRAPHICAL FEATURES OF THE PROJECT AREAS.**

The existing topological features of the project area are shown on the enclosed Site Map. The ground slopes uniformly downward from the north to the south at rates between 4 and 7 percent. The site has been used for farming in the past, mainly the growing of crops. The individual areas of disturbance are small with slopes at the construction sites range from 2 and 7 percent.

## **2) PROPOSED ALTERATION TO THE AREA.**

The proposed alteration to the area will include the excavation, leveling and grading of an approximate 4.302 acre area. The plans overview the proposed construction, contours, and water management. Drainage patterns will not be significantly changed.

## **3) AMOUNT OF RUNOFF FROM THE PROJECT AREA.**

Refer to the Site Map for the areas of construction which will define the individual drainage areas.

Location of Drainage Area:	Latitude N 40°59'35" to N 40°59'29" Longitude W 78°28'15" to W 78°28'13"
Design Storm Event:	25 year/ 24 hour
CN = 85:	Stabilized crop land (4.302 acres)
Areas:	
<u>House Construction Areas:</u>	100' x 200' = 20,000 square feet
Slope of Drainage Area (Max)	7%
Peak Discharge Each Area	4 cfs
<u>Fairway Lane</u>	30' x 533' = 16,000 square feet
Slope of Drainage Area (Max)	2%
Peak Drainage Each Area	4 cfs
<u>Sanitary Sewer Construction Area</u>	10' x 1140' = 11,400 square feet

## **4) STAGING OF EARTHMOVING ACTIVITIES.**

Earthmoving activities will depend upon the sale of the individual lots and the owner's time tables. The individual earthmoving activities will begin with excavation, leveling and grading at each lot for the construction of the homes and driveways. The activities associated with the construction of the sanitary sewer will begin as soon as the weather breaks this spring. The new road, Fairway Lane, will be constructed at the same time as the sewer line.

**5) TEMPORARY CONTROL MEASURES AND FACILITIES FOR USE  
.DURING EARTHMOVING.**

The temporary control measures to be used at the project site are the filter fabric fence and the rock construction entrance at each building lot, the sewer line and the new road. The construction details and specifications for the facilities are included in Appendix A.

**Temporary Cover:** One of the following seed mixtures will be utilized in areas requiring temporary cover:

Seed Mixture No.	Seed Mixture (Species)	Rate of Appl. (Lbs./acre)	Seed (Min.% Germ)	Quality (Min.% Purity)	Seeding Dates (Months)
(1)	Annual Rye-grass, or	40	85	95	Spring seeding (up to June 30)
(2)	Spring Oats, or	96	85	98	
(3)	Spring Oats plus Annual Ryegrass	64 plus 20	85	98	

Use- rapid ground cover on berms, embankments, ditches, topsoil piles and other areas requiring immediate protection prior to permanent planting.

Method(s) of seeding - Seed will be broadcast, drilled or hydro seeded.

Preparation of seedbed - The seedbed will be loosened with a chisel plow or disk harrow. Lime and fertilizer will be applied according to the soil analysis and worked into the soil.

Type(s) of mulch to be used and rate(s) of application - Straw or Hay at a rate of 2.5 tons per acre.

**SOIL TEST:** Prior to planting an area, soil samples will be obtained from the final cover material and analyzed by a certified laboratory to determine the type and rate of soil amendments to be applied.

**6) PERMANENT CONTROL MEASURES AND FACILITIES FOR**  
**LONG TERM PROTECTION**

There are no permanent erosion and sedimentation control measures proposed. The filter fabric fences will be removed when the site achieves a vegetative cover of at least 70% on the disturbed area.

Seed Mixture #	Seed Mixture (Species)	Rate of Appl. (Lbs./Acre)	Seed (Min.% Germ)	Quality (Min. % Purity)	Seeding Dates (Months)
(1)	Johnstone - tall fescue	15	80	95	All planting seasons - April thru October
(2)	Timothy	15	90	99	
(3)	Birds Foot Trefoil	12	80	96	
(4)	Perennial Ryegrass	20	80	92	

Use - Final vegetative cover on areas affected by earthmoving activities, topsoil piles, and other areas which will remain undisturbed for long periods.

Method(s) of seeding - Seed will be broadcast, drilled or hydro seeded.

Preparation of seedbed - Seedbed will be loosened by chisel plow or disk harrow. Lime and fertilizer will be applied according to the soil analysis and worked into the road. Type(s) of mulch used and rate(s) of application - Straw or Hay at a rate of 2.5 tons per acre.

**SOIL TEST:** Prior to planting an area, soil samples will be obtained from the final cover material and analyzed by a certified laboratory to determine the type and rate of soil amendments to be applied.

## **7) MAINTENANCE PROGRAM**

Stabilization Program - A site will be considered to be permanently stabilized when all permanent control measures/facilities have been completed and are operational, temporary control measures/facilities removed, and uniform erosion resistant perennial vegetation is established to the point where the surface soil is capable of resisting erosion during runoff events. The standard for this vegetative cover will be a uniform coverage of 70% across the disturbed area.

A maintenance program for the site will include inspection of all erosion and sedimentation control structures after precipitation events and repair work as needed to keep them functioning properly and in compliance with design specifications identified in the plans. The following are the specifics for each of the control structures.

### **The maintenance program for the filter fence is as follows:**

- a) The fence will be inspected after every precipitation event. Any necessary repairs will be made immediately.
- b) Accumulated sediments will be removed before accumulations reach one-half the above-ground height.
- c) All undercutting or erosion of the toe anchor will be repaired immediately with compacted backfill materials.
- d) All manufacture's recommendations for replacing filter fabric fence due to weathering will be followed.

The maintenance program of the filter fences will be undertaken by and be the responsibility of the individual lot owners and the developer.



### **8) SOILS INFORMATION**

The descriptions of the soils in the project area are described below. The area extent of the soils is shown on the attached Soils Map. The soil information was taken from the county soil survey as prepared by the USDA-SCS.

The soil survey identified three (3) soil types within the project area: AIB, ErC and GIC.

#### **AIB - Allegheny silt loam, 3 - 8% slopes.**

The soil is gently sloping, deep and well drained. It is on terraces. The permeability is moderate and available water capacity is high. Runoff is medium and the hazard of erosion is moderate. This soil is suitable for cultivated crops, pasture and trees. This soils has few limitations for most non-farm uses.

#### **ErC - Ernest silt loam, 8 - 15% slopes.**

The soil is sloping, deep and moderately well drained. The permeability is moderate, available water capacity is high and runoff is medium. The hazard of erosion is serve. The soil is suitable for cultivated crops, pasture and trees. This soil is somewhat limited for non-farm use.

#### **GIC - Gilpin channey silt loam, 8 - 15% slopes.**

This soil unit consists of sloping, moderately deep and well-drained soils. The permeability of this Gilpin soil is moderate, available water capacity is moderate and runoff is medium. The hazard of erosion is moderate. This is suited for cultivated crops, pasture and trees. The soil is somewhat limited for non-farm use.

**EROSION AND SEDIMENTATION PLAN**

**STANDARD WORKSHEET # 1  
COVER SHEET**

**A. DEVELOPMENT NAME:** KCL Enterprises Subdivision ..... **DATE:** March, 2001

**1. LOCATION:** Lawrence Township ..... Clearfield  
(Municipality) ..... (County)

**2. FACILITY OWNER:** K.C. Lezzer  
  
Michlin Street  
  
Curwensville, Pennsylvania 16833

**Telephone:** (814) 236-3720

**3. PERSON(S) RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EARTHMOVING  
OPERATIONS AND EROSION AND SEDIMENT POLLUTION CONTROLS:**

List all responsible parties if duties are assigned to more than one party.

{102.4(a)} As part of the sales agreement KCL Enterprises will pass responsibility to the individual owners for the E & S Controls at the individual lots. KCL Enterprises will be responsible for the controls along Fairway Lane and the sewer line.

**Telephone:** 814-236-3720

**4. EROSION AND SEDIMENTATION CONTROL PLAN PREPARER:**

[ 102.4 (a) ] Samuel B. Yost, P.L.S., c/o Yost Surveying

RR 2, Box 111

Clearfield, Pennsylvania 16830

**Telephone:** (814) 768-9611

**APPENDIX A**  
**STANDARD WORKSHEETS AND CONTROL STRUCTURE DETAILS**  
**KCL Enterprises Erosion and Sedimentation Control Plan**

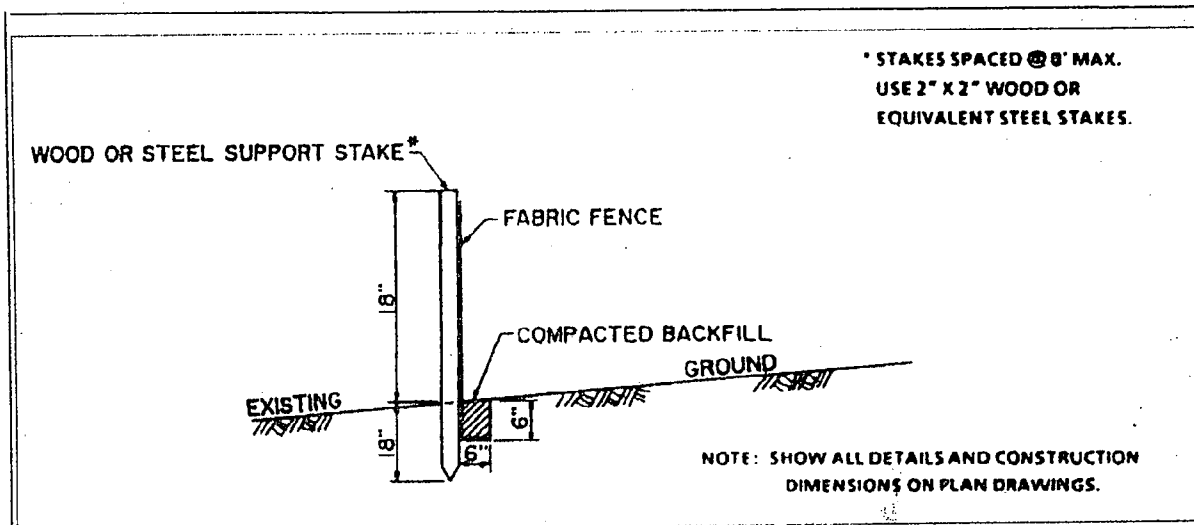
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## EROSION AND SEDIMENTATION PLAN

### STANDARD WORKSHEET # 4 STANDARD FILTER FABRIC FENCE

PROJECT NAME: KCL Enterprises  
LOCATION: Lawrence Township, Clearfield County, Pennsylvania  
PREPARED BY: Yost Surveying. DATE: March, 2001  
CHECKED BY: DATE: \_\_\_\_\_

#### CONSTRUCTION DETAIL:



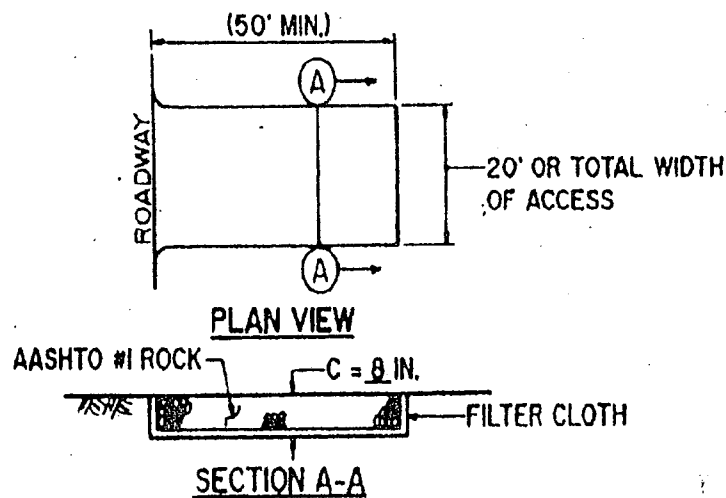
Filter fabric fence must be installed at level grade. Both ends of each fence section must be extended at least 8 feet upslope at 45 degrees to the main fence alignment.

Sediment must be removed where accumulations reach 2 the above ground height of the fence.

Any fence section which has been undermined or topped must be immediately replaced with a rock filter outlet. See Rock Filter Outlet Detail.

The filter fabric fence will be installed downgrade of the construction sites at each individual building lot. The filter fabric fence will also be installed along the southern side of the proposed new road, Fairway Lane, prior to construction. The filter fabric fence will also be installed along both sides of the proposed sewer line prior to the beginning of the excavation activities.

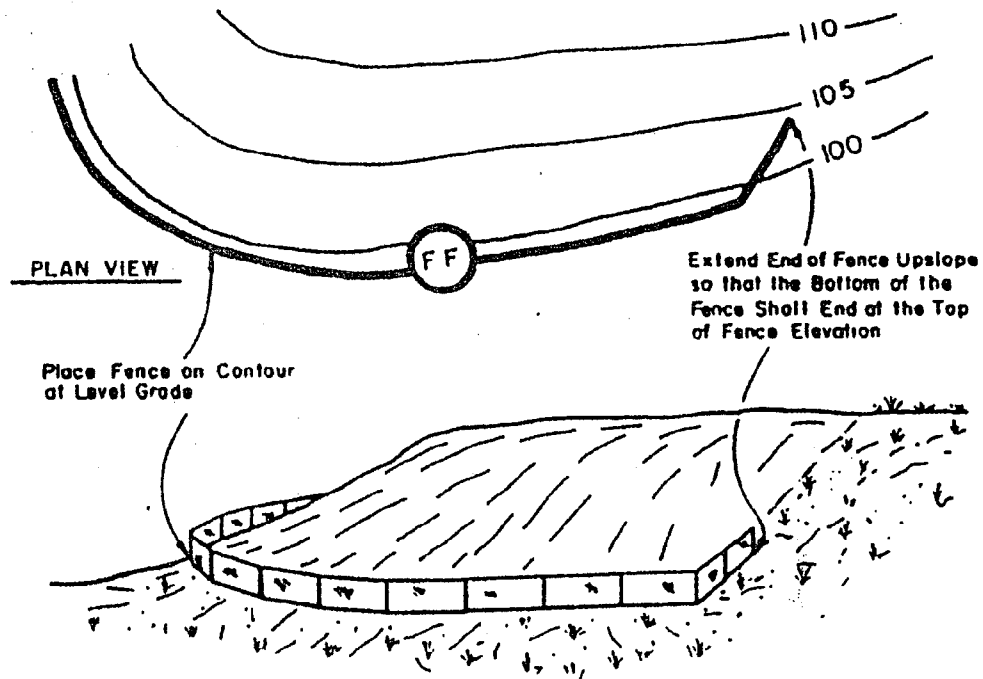
EROSION AND SEDIMENTATION CONTROL PLAN  
STANDARD CONSTRUCTION DETAIL  
ROCK CONSTRUCTION ENTRANCE



**MAINTENANCE:**

Rock Construction Entrance thickness will be constantly maintained to the specified dimensions by adding rock. A stockpile of rock material will be maintained on the site for this purpose. At the end of each construction day, all sediment deposited on public roadways will be removed and returned to the construction site.

## FILTER FABRIC FENCE INSTALLATION

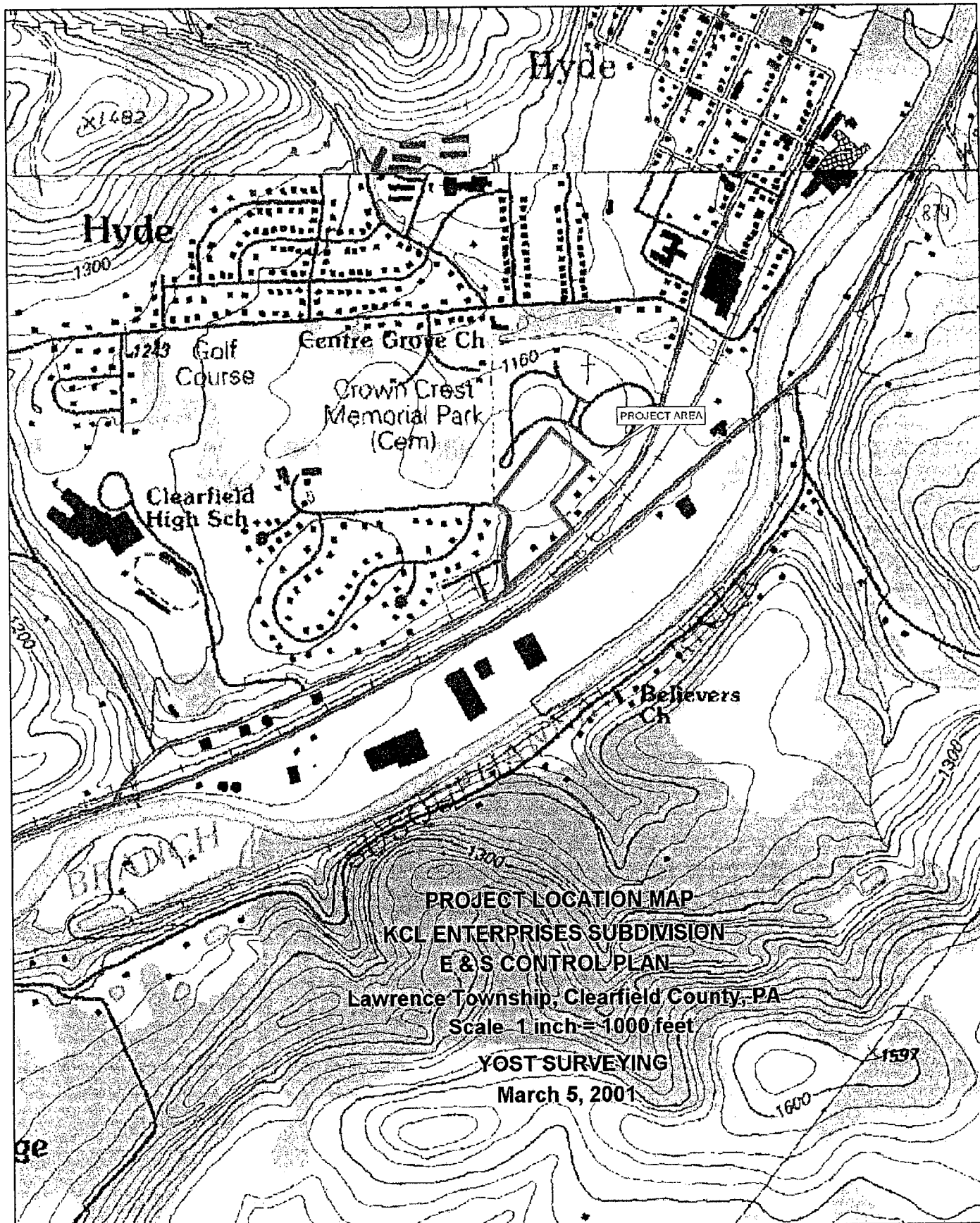


From Erosion and Sediment Pollution Control Manual (1990)

**MAPS**

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**KCL Enterprises Erosion and Sedimentation Control Plan**





ErC - Ernest Silt Loam, 8 to 15% slopes  
AiB - Allegheny Silt Loam, 3 to 8% slopes  
GIC - Gilpin Channery Silt Loam, 8 to 15% slopes

[illegible]

**STORM WATER MANAGEMENT PLAN**

**KCL ENTERPRISES SUBDIVISION  
LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA**

**Prepared for:  
K.C. Lezzer  
Michlin Street  
Curwensville, Pa. 16883**

**Prepared by:  
Yost Surveying  
RR 2 Box 111  
Clearfield, Pa. 16830**

**March 6, 2001**

## PROJECT OVERVIEW

KCL Enterprises is proposing the development of 8.418 acres along T-105 and S.R. 1001 in Lawrence Township, Clearfield County, Pennsylvania for the purpose of a residential neighborhood. This report is an analysis of the pre-development and post-development storm drainage conditions incidental to the site.

Currently the site is 94% unimproved with an existing single-family dwelling on the remaining 6% of the land. The site is 94% grassland, reverting farmland/meadow ( $C = 0.15$ ). The remaining 6% is the residential lot ( $C = 0.15$ ). The proposed impervious area is due to 0.367 acres of roadway construction. There will be eight (8) new homes built on the proposed building lots. These represent 0.367 acres of impervious area. In order to eliminate the extra runoff from these new homes all of the roof downspouts will be sumped on-lot. This removes the runoff from the sheet flow condition. All of the potential landowners will be required to include these sumps in their house design. The area currently drains one direction, generally northeast to southwest by sheet flow, which discharges into a swale along the eastern right-of-way of T-105. This then discharges into a drainage pipe under S.R. 1001, which in turn discharges into another drainage pipe under the R.J. Corman Railroad that finally discharges into the existing ditch running along the northern right-of-way of S.R. 0879.

A 4.36% increase in impervious surface is anticipated from the new roadway, Fairway Lane. To manage the roadway rate of runoff, storm water from the site will be collected from Fairway Lane and conveyed by swales on both sides of the road to a proposed 15" storm drain. A 37', 15" storm drain will convey the runoff under the roadway and another 140', 15" storm drain will convey that runoff plus the runoff along the southern side of Fairway Lane to the natural drainage swale existing along the eastern side of T-105. The runoff will then continue along the natural course via the existing drainage system. Other unimproved areas will be used as lawn or grassland and will continue to flow overland.

Currently the existing site consists of one (1) parcel of land consisting of grassland, reverting from land/meadow and one (1) residential lot.

<u>TRACT</u>	<u>AREA</u>	<u>TOTAL IMPERVIOUS</u>	<u>% OF AREA</u>
Total Parcel	8.418 A.	0	
Homes	8(2000)/43560	0.367 A.	4.36 %
Roadway	16,000 square feet	<u>0.367 A.</u>	<u>4.36 %</u>
Total		0.734 A.	8.72 %

Of the 0.734 acres, 0.367 acres are homes, which will be sumped thus eliminating this flow.

<u>TOTAL IMPERVIOUS FLOW</u>	<u>.0367 A.</u>	<u>4.36 %</u>
------------------------------	-----------------	---------------

This proposed system will not impact adjacent property owners or any existing storm water collection system.

## CALCULATIONS

Entire Site – 50 year/24 Hour Rainfall event.

### PRE-DEVELOPMENT

$$Q = C:A \quad (\text{Rational Method})$$

$$C = 0.15$$

$$A = 8.418 \text{ Acres}$$

$$i = 5.5$$

$$Q = 0.15(5.5)(8.418) = 6.95 \text{ cfs}$$

### POST-DEVELOPMENT

Roadway (Proposed)

$$Q = C:A$$

$$C = 0.95$$

$$A = 0.367 \text{ A.}$$

$$i = 5.5 \text{ in/hr}$$

Remaining Acreage

$$Q = C:A$$

$$C = 0.15$$

$$A = 8.051 \text{ A.}$$

$$i = 5.5 \text{ in/hr}$$

$$Q = 0.95(5.5)(0.367) + 0.15(5.5)(8.051) = 7.30 \text{ cfs}$$

# LAWRENCE TOWNSHIP BOARD OF SUPERVISORS

## SUPERVISORS

MELVIN L. SMITH  
WILLIAM D. LAWHEAD  
EDWARD E. BROWN

(814) 765-0176



P.O. BOX 508  
CLEARFIELD, PA. 16830

SECRETARY-TREASURER  
BARBARA SHAFFNER

(814) 765-4661  
FAX (814) 765-6258  
E-Mail ltbos@pennswoods.net

Monday, July 15, 2002

Hubert Homes  
HRC 63 Box 46  
Mifflintown, Pa 17059  
Attention: Mike Peters

Subject: KC Lezzer Home Construction Site

Dear Mr. Hubert:

Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on lot sump was not containing the flow of water from your building area compounding the flow of water onto the Thompson property. Even without the downspouts being connected to this sump it still overflowed.

It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and into the storm sewer. It has been stated to us that Mark Thompson would agree to give an easement on his property to accommodate this method of correction.

If we can be of any further assistance, please feel free to contact Lawrence Township Supervisors at 765-0176.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "William D. Lawhead".  
William D. Law head

A handwritten signature in dark ink, appearing to read "Melvin L. Smith".  
Melvin L. Smith

A handwritten signature in dark ink, appearing to read "Edward E. Brown".  
Edward E. Brown  
Lawrence Township Board of Supervisor's

Cc. K.C. Lezzer, Attorney James Naddeo, Mark Thompson, Verna Thompson



# LAWRENCE TOWNSHIP BOARD OF SUPERVISORS

## SUPERVISORS

MELVIN L. SMITH  
WILLIAM D. LAWHEAD  
EDWARD E. BROWN

(814) 765-0176



P.O. BOX 508  
CLEARFIELD, PA. 16830

45 George St.

SECRETARY-TREASURER  
BARBARA SHAFFNER

(814) 765-4551  
FAX (814) 765-5258  
E-Mail ltbos@pennswoods.net

Wednesday, April 24, 2002

Timothy J and Tryphena M Janocko  
15 Greenridge Drive  
Clearfield, Pa 16830

RE: Property Tax Code J09-00211

Dear Mr. And Mrs Janocko:

According to Lawrence Township's approval of the K.C. Lezzer subdivision there was to be an adequate drain designed for storm water incorporated into the plan; enclosed is a copy of this storm water plan designed by Yost Surveying. In order to eliminate the extra runoff from these new homes all of the roof downspouts were to be stumped on-lot; this according to the approved plan removes the runoff from the sheet flow condition. All of the potential landowners were required to include these sumps in their house design and according to your contractor, whenever we were there for an inspection last summer said this was being done on your property. Whenever an on lot inspection was done recently it looked like your roof downspouts were not connected to a sump, and the water was flowing onto the edge of the roadway which would not be in order with the storm water plan for this subdivision.

Please contact Lawrence Township Supervisor Ed Brown or myself and let us know if this plan was followed was completed as Lawrence Township is mandated by DEP to make sure the storm water is drained properly.

Thank you, very much for your co-operation.

Yours sincerely,

Hope A. Martin  
Code and Zoning Officer

# **LAWRENCE TOWNSHIP BOARD OF SUPERVISORS**

## **SUPERVISORS**

MELVIN L. SMITH  
WILLIAM D. LAWHEAD  
EDWARD E. BROWN

(814) 765-0176



**P.O. BOX 508  
CLEARFIELD, PA. 16830**

**SECRETARY-TREASURER  
BARBARA SHAFFNER**

(814) 765-4551

FAX (814) 765-5258

E-Mail ltbos@pennswoods.net

Wednesday, November 26, 2003

Kenneth C. Lezzer  
P.O. Box 21  
Curwensville Pa 16833

Dear K C:

I am very sorry Lawrence Township must approach you on the subject of the outside sump above the Thompson property at your new home on Greenridge Drive Lawrence Township.

In order for you to understand why we had to contact you regarding this again the Thompson's have made major corrections in order to keep an over abundance of water coming onto and into their property. They have contacted their contracting landscaper to come in to redo some of their landscaping and they have laid pipe and storm drain at the end of their property towards the cemetery thinking this would take care of the heavy rains we have had this year. This last rainstorm again dumped water silt and debris from your sump onto Thompson's property.

Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. I know you have tried to correct your storm water problem, however, they witnessed your sump overflowing with water and feel due to the large amount of flow coming from out of the sump during this last event, it is still too small to hold the storms we have been having.

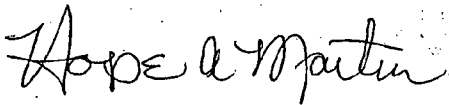


In order to correct this condition you may need an engineer to design something larger for you or possibly you and Thompson's could agree to allow you to pump your storm water into the pipe at the end of their property. Mr. Brown said we are not engineers and we can not tell you how to correct this, only if you will so we are not answering any more complaints about this. Everything else seems to be in order and up to code with the exception of this one item.

Again we would like to state Mark Thompson said in the past he would agree to give an easement on his property to accommodate a workable correction to this storm water problem.

Thank you for your co-operation in this matter.

Yours sincerely,

A handwritten signature in cursive script that reads "Hope A. Martin". The signature is written in dark ink and is positioned above the printed name and title.

Hope A. Martin  
Code and Zoning Officer

enclosure

Cc. Attorney James Naddeo

Taken from Pennsylvania Encyclopedia

Ch 3

Waters § 103

§ 103 Drainage or Discharge

The owner of land is entitled to have his surface water discharged through natural channels.

Perhaps the best summary of the Pennsylvania law of drainage rights is contained in Chief Justice Stern's opinion in *Rau v. Wilden Acres*. "A landowner may not alter the natural flow of surface water on his property by concentrating it in an artificial channel and discharging it upon the lower land of his neighbor even though no more water is thereby collected than would of naturally have flowed upon the neighbor's land in a diffused condition. One may make improvements upon his own land, especially in the development of urban property, grade it and build upon it, without liability for any incidental effect upon adjoining property even though there may result some additional flow of surface water thereon thought a natural water course, but he may not, by artificial means, gather the water into a body and precipitate it upon his neighbors property."

The owner of upper land has a right to have his surface water discharged through natural channels, including underground channels, onto the land of his lower neighbor, and this natural flow does not give rise to a cause of action. Damages there from are *damnum absque injuria*, even though alluvial.

[Barcode]

MARK THOMPSON Verna Thompson  
MARY KAY THOMAS  
PO BOX 1378  
INDIANA PA 15701

Insurer: ERIE INSURANCE EXCHANGE

Policy No.: Q37 0250364

Claim No.: 010170622506

Date of Loss: 06-27-2002

Check No.: 05396912

CMS No.: E396912

Check Amt.: \$4,134.28

For: FULL AND FINAL PAYMENT UNDER PROPERTY DAMAGE  
LIABILITY, D/L-06/27/02, RD4 BOX 100A AND  
RD4 BOX 101, HYDE, PA, OUR INSURED-HAUBERT

Erie Insurance offers home, auto, business and life insurance.  
Call your local ERIE Agent to learn what is available in your area.

**JOHNSTON'S NURSERY**  
**RD 1 Box 189C**  
**PENFIELD, PA 15849**

(814) 765-9081  
 FAX (814) 765-5007  
[www.johnstonsnursery.com](http://www.johnstonsnursery.com)

# Invoice

Haubert Homes  
 73 Beaver Drive  
 DuBois, PA 15801

Date

7/3/2002

Invoice #

351

P.O. No.

Terms

Due Date

Net 30

8/2/2002

Qty		Description	Rate	Amount
		Clean-up and repair of Thompson/Mid-East residence in Clearfield. Water damage from K. C. Lezzer property.		
31 hours		Clean-up Labor 7-01-02	32.00	992.00
14 yards		Dyed Mulch	38.00	532.00
		Tax	6.00%	31.92
			<b>Total</b>	<b>\$1,555.92</b>

## Professional Commercial and Business Cleaning

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Pre-spray with sanitiser and bonnet scrub and extract dirt from 700 sq. ft. downstairs carpeting. Apply odor eating enzymes "Kill Odor" in extraction process and in final prep of carpet.		
Carpeting	200	00
Enzymes.	30	00
Pd 151		
TOTAL	230	00

## FREE ESTIMATES

STATEMENT

## "Everything Electrical"

P.O. BOX 265 • HYDE, PA 16843

DATE SEPT. 26, 2003

TO BILL THOMAS

2329 WASH. AVE.

CLEARFIELD, PA 16830

[illegible]

Reorder Item #S131, Printed in U.S.A.

Tool Shed  
139 West Market Street  
Clearfield, PA 16830  
(814) 765 - 8622

CONTRACT  
NUMBER

4945

INVOICE  
NUMBER

13278

DATE AND  
TIME IN

08/13/2003

12:26 PM

DATE AND  
TIME OUT

08/02/2003

4:28 PM

RENTED AND/OR SOLD TO

ADDRESS AT WHICH EQUIPMENT WILL BE USED

Closed Contract/Invoice

Account #: 7650218  
BILL THOMAS  
R.D.4 BOX 100A  
CLEARFIELD, PA 16830-  
814-765-0218

WRITTEN BY

CHECKED IN BY

AGENT'S NAME

JOB LOCATION

ELAINE BOWMAN

RICK FANNIN

A/R LICENSE NUMBER

DRIVER'S LICENSE NUMBER

P. O. NO. OR JOB NO.

DATE AND TIME DUE IN

4565658

See Details Below

ITEMS RENTED AND/OR SOLD

Item Number	Description	Qty	Out / In	Rates	M	W	D	H	Date&Time In	Amount
03-TBD-01	FAN - TURBO DRYER Serial# BB14323 Quantity Rtn'd/AmtChgd: 1/ 66.00	0	1	WKL 25.00		1	4		08/13/2003 12:26 PM	66.00
03-TBD-02	FAN - TURBO DRYER Serial# BB14319 Quantity Rtn'd/AmtChgd: 1/ 66.00	0	1	WKL 25.00		1	4		08/13/2003 12:26 PM	66.00

PD CASH  
8/13/03

DAMAGE WAIVER CHARGE (DWC) \_\_\_\_\_ %  
IF RENTAL CHARGE. RENTER MAY, BY INITIALS  
HEREON, DECLINE BENEFITS OF PARAGRAPH 12,  
DAMAGE WAIVER, ON REVERSE SIDE OF THIS  
CONTRACT.

DECLINES

DWC IS NOT INSURANCE.

(INITIALS)

PROMPT RETURN OF YOUR  
RENTALS SAVES YOU MONEY. ALL  
TIME IS CHARGED INCLUDING  
SATURDAY, SUNDAY AND HOLIDAYS

Total Rental	132.00
Subtotal	132.00
Sales Tax	7.92
Total	139.92
Less Deposit	53.00
Amount Due	86.92
Amount Posted To A/R	86.92

I have read and understand the terms and conditions on both sides of this agreement  
and certify that those printed on the other side are agreed to as if printed above my  
signature. There are no oral or other representations not included herein. Unless declined, I also  
agree to the damage waiver charges. I have received a copy of this agreement.

Lessee's Signature: 

Net 30 Day

Written: 08/02/2003, Last Adj.: 08/13/2003, Time: 12:26

Payment: Check

## *Mark A. Thompson*

---

Mr. K. C. Lezzer  
Mr. Norman Bender  
October 3, 2003  
Page 2

public health, safety and welfare and the protection of the people of the Commonwealth, their resources and the environment."

and Section 13. Duty of persons engaged in the development of land.

"Any landowner and any person engaged in the alteration or development of land which may affect storm water runoff characteristics shall implement such measures consistent with the provisions of the applicable watershed storm water plan as are reasonably necessary to prevent injury to health, safety or other property. Such measures shall include such actions as are required:

(1) to assure that the maximum rate of storm water runoff is no greater after development than prior to development activities; or

(2) to manage the quantity, velocity and direction of resulting storm water runoff in a manner which otherwise adequately protects health and property from possible injury."

Because of the water runoff the following property damage, clean-up and proposed drainage system has and will result in the following expenses:

### Cleanup/Property Damage:

Tool Shed - Rental of turbo fans	\$ 86.92
Miller-Lykens Carpet - restoration	230.00
Henry J. Brown - carpet	1660.00
Henry J. Brown - furniture/bedding	1500.00
Labor and cleanup	1160.00
Water's Edge Hydrology, Inc. - estimate	<u>435.00</u>
Total	\$5,071.92

I have decided to go with the proposal of Sharp Paving, Inc., copy enclosed, as their proposal is not as involved or expensive as the one of Water's Edge Hydrology, Inc., sketch enclosed. Sharp Paving, Inc. is scheduled to commence work within the next ten days.

The Sharp Paving proposal will require some excavating work at the sump location which we assume you will agree to.



# JDP Construction, Inc.

1885 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-483-0112 Fax 724-349-5386

## Proposal

DATE: 11/20/2003  
Proposal #: P-012

Job:  
Mark Thompson

Proposal of Bid  
2329 Washington Ave.  
Clearfield, PA 16830

### Description of Work

- Proposal to fix doors damaged by water.
- Fix trim work damaged by water.
- Install new oak 3 1/2" baseboard to cover water marks.
- Install new oak 3 1/2" baseboard to cover water marks.

Supply and install new baseboard

\$ 1,100.00

Supply and install new oak trim

\$ 1,400.00

Fix Doors

\$ 250.00

Total

\$ 2,750.00

Joseph D. Plivelic  
President



**WATER'S EDGE**  
**HYDROLOGY Inc.**

**INVOICE**

Invoice date: 8/22/03

To: Mr. Bill Thomas  
Clearfield, PA 16830

---

**Project Reference:**

Thompson Properties storm water management concept plan

**Description of Services:**

Meeting to review storm water runoff problem associated with properties near Fairway Estates in Lawrence Township, Clearfield County, Pennsylvania, follow-up site review for concept plan preparation, development of storm water management concept incorporating landscape design components, preparation of concept rendering for review by affected parties.

**Total Amount Due..... \$ 435.00**

**Terms: Payable upon receipt**

**Payable to:** Water's Edge Hydrology, Inc.  
800 Leonard Street, Suite 2  
Clearfield, PA 16830  
814-768-9747



# WATER'S EDGE HYDROLOGY Inc.

Mr. Bill Thomas  
Lawrence Township  
Clearfield, PA 16830

August 22, 2003

RE: Thompson Properties Storm Water  
Management Concept Plan

Dear Bill:

In response to your request, we have prepared the enclosed concept plan to address the runoff problems relating to your properties near the Fairway Estates development in Lawrence Township, Clearfield County. Following a visual review of the site, we have developed for your review a conceptual landscape plan that could help alleviate the problems described. Implementation of this concept will require the cooperation of several parties. As I indicated during our initial meeting, our goal is to provide a solution that not only addresses the runoff problem but also offsets the cost by providing added landscape value to the affected properties.

At this point, we have not conducted any site specific analyses of the source or magnitude of the runoff impacting your properties. Should you elect to proceed with a mutually agreeable project with the other property owners, additional survey and design work will be needed to develop construction plans.

I trust this concept plan is responsive to your needs at this time. If you need any further assistance or have any questions please contact me at 814-768-9747, 814-592-2216 (cell) or via email at [trighnour@wehydro.com](mailto:trighnour@wehydro.com).

Very truly yours

Terry A. Rightnour, PH  
President  
WATER'S EDGE HYDROLOGY, INC.

Enclosures: 1) Concept Rendering – plan view and typical detail sheet  
2) Client Video tape and Photo CD

# ESTIMATE AND AGREEMENT

**Sharp Paving, Inc.**  
Box 156  
Shelocta, PA 15774

Phone: 724-354-3232  
Fax: 724-354-2765

<b>Proposal Submitted To:</b> Mid East Oil Company	<b>Fax:</b> 724-349-6711	<b>Mobil: Bill</b> 724-422-2009
<b>Attn:</b> Mark Thompson	<b>Hm Phone:</b> <b>Wk Phone:</b>	<b>Date:</b> September 30, 2003
<b>Street or Box No.</b> 255 Airport Road	<b>Job Name:</b> Drainage Project	
<b>City, State, &amp; Zip:</b> Indiana, PA 15701	<b>Job Location:</b> Clearfield, PA	

Work Specification and Estimate:

**Provide Material, Equipment, and Labor for the following:**

**DRAINAGE PROJECT**  
**CLEARFIELD (HYDE), PA**

1. Install five 2' x 2' x 2' deep concrete inlets with steel grates.
2. Install 395 LF 10" single wall plastic pipe.
3. Install 250 LF 8" single wall plastic pipe.
4. Install and connect four 4" PVC plastic runs to existing downspouts.
5. Backfill all piping and inlets. Excess dirt to be hauled off site, dump site to be determined by owner.

**TOTAL \$7,740.00**

\*No seeding or mulching is included in estimate.

**TERMS: NET 30 DAYS**

Agreement

To: Mid East Oil Company

If the Estimate stated meets with your approval, will you kindly sign this Estimate and Agreement at the place marked for your signature and this Estimate and Agreement will constitute the contract between us.

Customer's Signature

Signature Kenneth L. Sharp  
SHARP PAVING, INC.

September 30, 2003  
Date

**Please Return Signed Copy to Our Office**

# ESTIMATE AND AGREEMENT

**Sharp Paving, Inc.**  
Box 156  
Shelocta, PA 15774

Phone: 724-354-3232  
Fax: 724-354-2765

<b>Proposal Submitted To:</b> Mid East Oil Company	<b>Fax:</b> 724-349-6711	<b>Mobil: Bill</b> 724-422-2009
<b>Attn:</b> Mark Thompson	<b>Hm Phone:</b> <b>Wk Phone:</b>	<b>Date:</b> September 30, 2003
<b>Street or Box No.</b> 255 Airport Road	<b>Job Name:</b> Drainage Project	
<b>City, State, &amp; Zip:</b> Indiana, PA 15701	<b>Job Location:</b> Clearfield, PA	

Work Specification and Estimate:

**Provide Material, Equipment, and Labor for the following:**

**DRAINAGE PROJECT**  
**CLEARFIELD (HYDE), PA**

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2. Install 395 LF 10" single wall plastic pipe.
3. Install 250 LF 8" single wall plastic pipe.
4. Install and connect four 4" PVC plastic runs to existing downspouts.
5. Backfill all piping and inlets. Excess dirt to be hauled off site, dump site to be determined by owner.

TOTAL \$7,740.00

\*No seeding or mulching is included in estimate.

**TERMS: NET 30 DAYS**

Agreement

To: Mid East Oil Company

If the Estimate stated meets with your approval, will you kindly sign this Estimate and Agreement at the place marked for your signature and this Estimate and Agreement will constitute the contract between us.

Customer's Signature

Signature Kenneth L. Sharp  
SHARP PAVING, INC.

September 30, 2003  
Date

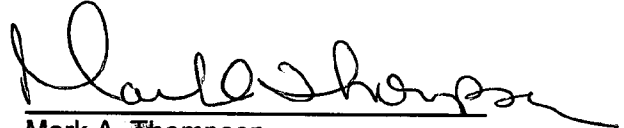
**Please Return Signed Copy to Our Office**

**Verification**

I hereby verify to the best of my knowledge, information, and belief, that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

2/10/04



Mark A. Thompson

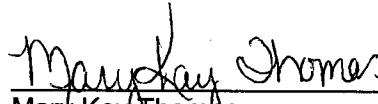
**Verification**

I hereby verify to the best of my knowledge, information, and belief, that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.



\_\_\_\_\_  
William Thomas

Date: 2/10/04

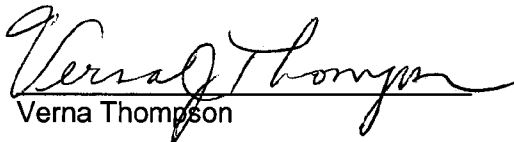
  
\_\_\_\_\_  
Mary Kay Thomas

**Verification**

I hereby verify to the best of my knowledge, information, and belief, that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date:

2-09-04

  
Verna Thompson



FILED

icc

MAR 10:29 AM  
MAR 17 2004

Atty Welch

William A. Shaw

Prothonotary/Clerk of Courts

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

MARK A. THOMPSON,  
WILLIAM THOMAS and  
MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs,

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants.

No. 2003-01862-CD

ACTION IN EQUITY

FILED

MAY 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

STIPULATION TO AMEND CAPTION

AND NOW, come the Plaintiffs, Mark A. Thompson, William Thomas and Mary Kay Thomas, his wife, and Verna Thompson, by and through their attorneys, Simpson, Kablack & Bell, and stipulates the following:

1. The Plaintiffs are represented by Christopher S. Welch, Esquire of the law firm of Simpson, Kablack & Bell.
2. The Defendants are represented by Elizabeth A. Dupuis, Esquire, Attorney At Law.
3. The case caption was incorrect with respect to the names William Thompson and Mary Kay Thompson as Plaintiffs and K.C. Lezzer as a Defendant.
4. The correct names of the Plaintiffs is William Thomas and Mary Kay Thomas.
5. The correct name of the Defendant is Kenneth C. Lezzer.
6. The parties have agreed to amend the caption accordingly.

I stipulate and consent on behalf of the Plaintiffs.

Date:

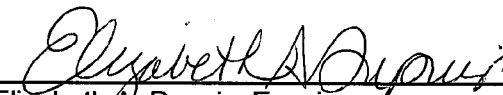
5-13-04

  
Christopher S. Welch, Esquire

I stipulate and consent on behalf of the Defendants.

Date:

5/16/2004

  
Elizabeth A. Dupuis, Esquire

FILED

10/10/04  
MAY 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM THOMAS  
and MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,  
Plaintiffs,

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a KCL  
ENTERPRISES,  
Defendants.

CIVIL DIVISION -EQUITY

CASE NUMBER: 2003-1862CD

FILED ON BEHALF OF: Defendants

COUNSEL FOR DEFENDANTS:

Elizabeth A. Dupuis, Esquire  
Miller, Kistler, Campbell,  
Miller, Williams & Benson, Inc.  
720 S. Atherton Street  
State College, PA 16801

Attorney I.D. No. 80149

**FILED**

**JUN 21 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM THOMAS )  
and MARY KAY THOMAS, his wife, and )  
VERNA THOMPSON, )  
Plaintiffs, )

vs. )

KENNETH C. LEZZER and AMY LEZZER, )  
his wife, individually and t/d/b/a KCL )  
ENTERPRISES, )  
Defendants. )

No. 2003- 1862-CD

ACTION IN EQUITY

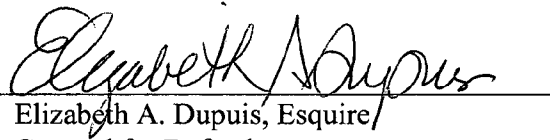
**ENTRY OF APPEARANCE**

To the Prothonotary:

Kindly enter my appearance on behalf of the Defendants in the above captioned  
matter.

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: \_\_\_\_\_



Elizabeth A. Dupuis, Esquire/  
Counsel for Defendants  
PA Bar # 80149  
720 S. Atherton Street  
State College, PA 16801  
(814) 234-1500

Date: June 18, 2004

FILED  
JUN 11:20 2004  
NO CC

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM THOMAS  
and MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,  
Plaintiffs,

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a KCL  
ENTERPRISES,  
Defendants.

CIVIL DIVISION -EQUITY

CASE NUMBER: 2003-1862CD

FILED ON BEHALF OF: Defendants

COUNSEL FOR DEFENDANTS:

Elizabeth A. Dupuis, Esquire  
Miller, Kistler, Campbell,  
Miller, Williams & Benson, Inc.  
720 S. Atherton Street  
State College, PA 16801

Attorney I.D. No. 80149

**FILED**

**JUN 21 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM THOMAS	)	
and MARY KAY THOMAS, his wife, and	)	
VERNA THOMPSON,	)	
Plaintiffs,	)	
	)	
vs.	)	No. 2003- 1862-CD
	)	
KENNETH C. LEZZER and AMY LEZZER,	)	ACTION IN EQUITY
his wife, individually and t/d/b/a KCL	)	
ENTERPRISES,	)	
Defendants.	)	

**DEFENDANTS' ANSWER AND NEW MATTER**

AND NOW, come the Defendants, Kenneth C. Lezzer and Amy Lezzer, husband and wife, individually and t/d/b/a KCL Enterprises, by and through their attorneys, Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., to file the within Answer and New Matter, averring as follows:

1. Admitted.
2. Defendants are without sufficient information to form a belief as to the truth of this averment and strict proof thereof is demanded at trial.
3. Defendants are without sufficient information to form a belief as to the truth of this averment and strict proof thereof is demanded at trial.
4. Admitted.



5. Admitted in part, denied in part. The documents, attached as exhibits, speak for themselves. Plaintiffs William Thomas and Verna Thompson are not listed within the same and therefore their ownership is denied. Strict proof thereof is demanded at the time of trial.

6. Admitted. The document speaks for itself.

7. Admitted. The document speaks for itself.

8. Admitted. The document speaks for itself.

9. Admitted.

10. Denied. Defendants, the successor owners of lots within the subdivisions or agents of the same did at all times comply with and implement the erosion control and stormwater plans as prepared and submitted.

11. Denied. In response to specific subparagraphs (a) through (e), all portions of the plan were followed by either the Defendants, the successor owners of the lots within the subdivision or agents of the same.

12. Denied. Township personnel, not the supervisors, did, at Plaintiff Thompson's request, perform inspections and did notice Defendants or other lot owners that further work on the properties was required. All such inspections occurred during the time of construction and therefore the appropriate measures were not necessarily in place due to the construction activities. At no time did any licensed engineer representing the Township or acting on the Township's behalf investigate or inspect the properties at issue. Furthermore, the letters from Township personnel, submitted by Plaintiffs as exhibits, suggest their own lack of knowledge about storm water management matters.

13. Denied. The exhibit speaks for itself. The Township supervisors did not at any time conduct inspections or investigations of the property. By way of further answer, see response to Paragraph 12.

14. Denied. Defendants have complied with all appropriate and required storm water management controls in managing the surface water on their property. The Plaintiffs' damages were the result of unusual rain fall and actions of the Plaintiffs themselves to affect the natural flow of water across their property.

15. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania law. By way of further answer, see responses to Paragraphs 10 and 11.

16. Denied. Defendants have complied with the required plans and controls and have undertaken additional efforts to assist with the unusual flow of water generated by atypical rainfall.

17. Denied. The damages claimed by Plaintiffs were not the fault of Defendants who complied with all management plans and controls. The damages resulted from unusual rainfall which amounts cannot be anticipated in preparing such plans. Further, the Plaintiffs own management of the surface water on their property has contributed to any alleged damages.

18. Denied. See response to Paragraph 17. By way of further answer, the Exhibit 6 documents are not direct bills to the Plaintiff but appear to be payments made by a third party. Strict proof of any such damages is demanded at trial.

19. Denied. See response to Paragraph 18. By way of further answer, Plaintiffs own averment suggests the real problem in this matter, the "heavy rains" which could not be anticipated by Defendants when complying with the plans and controls.

20. Denied. Defendants, beyond the exhibit document which speaks for itself, are without sufficient information to confirm or deny the averment as well as the information contained within the exhibit. Strict proof thereof is demanded at time of trial.

21. Denied. The exhibit itself speaks as if an "estimate" and Defendants cannot confirm or deny whether the work was completed by Plaintiff. Strict proof thereof is demanded at time of trial.

22. Denied. Defendants are without sufficient information to form a belief as to the averment and strict proof thereof is demanded at time of trial.

23. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure. By way of further answer, see responses to Paragraphs 10, 11 and 17.

24. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure.

25. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure.

#### COUNT I - EQUITABLE RELIEF

26. No response to an incorporation paragraph is required under Pennsylvania Rules of Civil Procedure.

27. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure. By way of further answer, see responses to previous averments.

28. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure. By way of further answer, Defendants did at all times comply with the requirements of the plans approved by the Township.

WHEREFORE, your Defendants, Kenneth C. Lezzer and Amy Lezzer, individually and t/d/b/a KCL Enterprises, pray this Honorable Court dismiss the Plaintiffs' Complaint with prejudice.

#### COUNT II - DAMAGES

29. No response to an incorporation paragraph is required under Pennsylvania Rules of Civil Procedure.

30. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure. By way of further answer, see response to paragraph 28.

31. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure.

32. Denied. Plaintiffs state a conclusion of law for which no response is required under Pennsylvania Rules of Civil Procedure. By way of further answer, see responses to previous averments.

WHEREFORE, your Defendants, Kenneth C. Lezzer and Amy Lezzer, individually and t/d/b/a KCL Enterprises, pray this Honorable Court dismiss the Plaintiffs Complaint with prejudice.

NEW MATTER

33. Defendants responses to paragraphs 1-32 of the Complaint are hereby incorporated by reference.

34. At all times relevant thereto, Defendants, their successor lot owners within the subdivision or agents of the same have complied with the sedimentation, erosion and storm water management plans submitted with the subdivision plan approved by Lawrence Township.

35. The damages alleged by Plaintiffs resulted from unprecedented heavy rainfalls which amounts were not predictable or determinable by Defendants.

36. Whenever required by Township employees, Defendants adjusted their construction plans and/or activities to adjust to the abnormal rain fall levels.

37. Plaintiffs themselves failed to take the appropriate actions to protect their properties from the extensive and abnormal rain fall levels and any damages were the proximate result of those rain fall levels and not the actions of Defendants, their successive lot owners or agents of the same.

38. Plaintiffs own hydrologist, by letter attached to the complaint, does not suggest that damages resulted from actions of the Defendants but simply excessive water on the property due to the heavy rains.

39. In the instant matter, the Defendants did all they could do to control water flowing from their property onto Plaintiffs' property (the adjoiners) which water flow is the natural water course of the land prior to any development on the same.

40. Storm water and erosion plans are designed to eliminate the increase in water flow as a result of the development so that surface water flowing from one parcel onto the next is the same as before development.

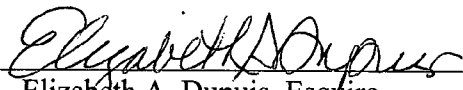
41. While a landowner has a responsibility to protect adjoining landowners from harm caused by actions on the landowner's property, any development of land by a landowner which alters the surface flow of water does not create liability for the same unless the developing landowner has acted negligently.

42. In the instant matter, abnormally heavy rains, not the development by Defendants, resulted in increased water flows from Defendants' property to Plaintiffs' property; therefore, Defendants have not breached any duty to control the activities on their property to the benefit of adjoining landowners.

WHEREFORE, your Defendants, Kenneth C. Lezzer and Amy Lezzer, individually and t/d/b/a KCL Enterprises, pray this Honorable Court dismiss the Plaintiffs Complaint with prejudice.

Respectfully submitted,

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

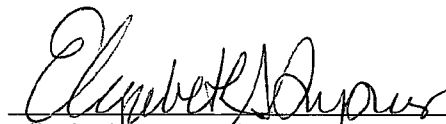
By:   
Elizabeth A. Dupuis, Esquire  
Counsel for Defendants

PA Bar #80149  
720 South Atherton Street  
State College, PA 16801

Dated: June 18, 2004

**VERIFICATION**

I, Elizabeth A. Dupuis, Esquire, hereby verify that I am the attorney of record for Defendant in the above-captioned action, and as such, am authorized to make this Verification on its behalf, and the facts contained in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information, and belief. This verification is made by the attorney of record based upon information from the Defendant and some of the averments of the Answer and New Matter are statements of legal position and/or facts within the undersigned's personal knowledge and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 pertaining to unsworn falsification to authorities.

  
Elizabeth A. Dupuis, Esquire  
Attorney for Plaintiff

Dated: June 18, 2004



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

MARK A. THOMPSON, WILLIAM THOMAS )  
and MARY KAY THOMAS, his wife, and )  
VERNA THOMPSON, )  
Plaintiffs, )

vs. )

KENNETH C. LEZZER and AMY LEZZER, )  
his wife, individually and t/d/b/a KCL )  
ENTERPRISES, )  
Defendants. )

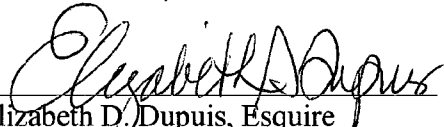
No. 2003- 1862-CD

ACTION IN EQUITY

**CERTIFICATE OF SERVICE**

I, Elizabeth A. Dupuis, Esquire, of Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., do hereby certify that on this 18th day of June, 2004, I served a true and correct copy of the within Answer and New Matter, by depositing the same in the United States mail, postage prepaid, addressed as follows:

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701

  
Elizabeth D. Dupuis, Esquire

cc: K.C. Lezzar

32

FILED No

MJ:2084  
JUN 21 2004

cc

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARK A. THOMPSON, WILLIAM  
THOMAS, and MARY KAY THOMAS,  
His wife, and VERA THOMPSON

Plaintiffs

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a KCL  
ENTERPRISES,

Defendants

CIVIL DIVISION - EQUITY

NO: 2003-1862-CD

REPLY TO NEW MATTER

FILED ON BEHALF OF : Plaintiffs

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, Pennsylvania 15701  
(724) 465-5559

Attorney's State ID#: 89149

Attorney's Firm ID#: 25-0918627

**FILED**

**JUN 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARK A. THOMPSON, WILLIAM  
THOMAS, and MARY KAY THOMAS,  
His wife, and VERA THOMPSON

CIVIL DIVISION - EQUITY

NO: 2003-1862-CD

Plaintiffs

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a KCL  
ENTERPRISES,

Defendants

**REPLY TO NEW MATTER**

AND NOW, come the Plaintiffs, Mark A. Thompson, William Thomas, and Mary Kay Thomas, his wife, and Verna Thompson, by and through their attorneys, Simpson, Kablack & Bell, and files the within Reply to New Matter:

33. Paragraphs 1-32 of Plaintiffs' original Complaint are incorporated herein as though set forth fully below.

34. Denied. Had Defendants' complied with the sedimentation, erosion and storm water management plans as stated, the Township would not have sent the letters which were attached to Plaintiffs' Complaint as Exhibit 5.

35. Denied. The water overflow problem has been continuing and ongoing during times of average rainfall.

36. Denied. Plaintiffs' are without sufficient information to form a belief as to the truth of their averment and strict proof thereof is demanded at trial.

37. Denied. To the contrary Plaintiffs' have taken pro active measures, not only to deal with the abnormal rainfall, but also the overflow of water that is coming from Defendants' development and his house, that is being discharged on Plaintiffs' property.

38. Denied. Defendants state a Conclusion of Law for which no responsive pleading is required.

39. Denied. Defendants state a Conclusion of Law for which no responsive pleading is required.

40. Denied. Defendants state a Conclusion of Law for which no responsive pleading is required.

41. Denied. Defendants state a Conclusion of Law for which no responsive pleading is required.

42. Denied. Defendants state a Conclusion of Law for which no responsive pleading is required.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to honor in Mandamus directing the Defendant to enforce the completion of the Erosion and Sedimentation Control Plan and Storm Water Management Plan by the developer, or, in the alternative, to Order the Defendant to expend the necessary money from the developers bond to pay for the completion of the work, and enter such additional relief as is just an appropriate under the circumstances.

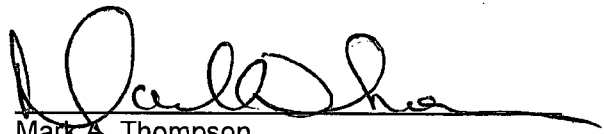
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Welch', is written over a horizontal line.

Christopher S. Welch, Esquire  
Attorney for Plaintiffs  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559

### VERIFICATION

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

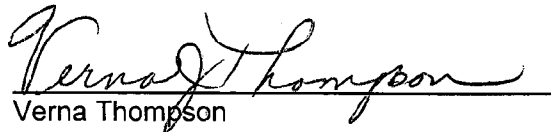


Mark A. Thompson

Date: 6/22/04

### VERIFICATION

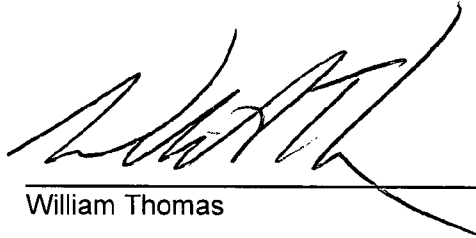
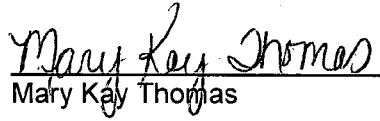
I verify that the statements made in the foregoing New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
Verna Thompson

Date: 6/22/04

### VERIFICATION

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

  
\_\_\_\_\_  
William Thomas  
\_\_\_\_\_  
Mary Kay Thomas

Date: 6/23/04



FILED

NB  
ac

JUN 11 30 2004

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARK A. THOMPSON, WILLIAM  
THOMAS, and MARY KAY THOMAS,  
His wife, and VERA THOMPSON

Plaintiffs

vs.

KENNETH C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a KCL  
ENTERPRISES,

Defendants

CIVIL DIVISION - EQUITY

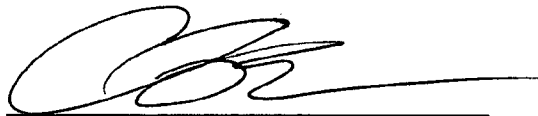
NO: 2003-1862-CD

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the Reply to New Matter was served on the following person(s) listed below, by first class, United States Mail, postage prepaid, from Indiana, Pennsylvania, this 23<sup>rd</sup> day of June, 2004.

Christian D. Marquis, Esquire  
Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219

Elizabeth A. Dupuis, Esquire  
720 South Atherton Street  
State College, PA 16801



Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559  
Attorneys for Plaintiffs

**FILED** 

**JUN 24 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

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JUN 11 3 38 PM '04

JUN 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON,  
WILLIAM THOMAS and MARY  
KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs

vs.

K. C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants

CIVIL DIVISION - EQUITY

CASE NUMBER: No. 2003-1862-CD

TYPE OF PLEADING: Praecipe for  
Arbitration

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE  
OF: Counsel of Record

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559

Attorney's State ID#: 89149

Attorney's Firm ID#: 25-0918627

FILED *Nocc*  
*m/11:46 AM*  
SEP 28 2004 *Atty pd. 20.00*

*Shaw*  
William A. Shaw  
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON,  
WILLIAM THOMAS and MARY  
KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs

vs.

K. C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants

CIVIL DIVISION – EQUITY

CASE NUMBER: No. 2003-1862-CD

TYPE OF PLEADING: Praecipe for  
Arbitration

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE  
OF: Counsel of Record

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559

Attorney's State ID#: 89149

Attorney's Firm ID#: 25-0918627

FILED *Noce*  
*m/1:46pm*  
SEP 28 2004 *Atty pd. 20.00*  
*WAS*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON,  
WILLIAM THOMAS and MARY  
KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs

No. 2003-1862-CD

vs.

K. C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants

PRAECIPE FOR ARBITRATION

TO THE PROTHONOTARY:

Please place the above listed matter on the next available list for arbitration.

  
\_\_\_\_\_  
Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
Phone: 724-465-5559

Date: September 24, 2004

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

MARK A. THOMPSON,  
WILLIAM THOMAS and  
MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs,

vs.

K.C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants.


No. 2003-01862-CD

ACTION IN EQUITY

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Praecipe for Arbitration filed at the above term and number was served upon the individual listed below by first class United States mail, postage prepaid at Indiana, Pennsylvania, this 24<sup>th</sup> day of September, 2004.

Elizabeth A. Dupuis, Esq.  
720 S. Atherton Street  
State College, PA 16801-4628

  
\_\_\_\_\_  
Christopher S. Welch, Esquire  
Simpson, Kablack, & Bell  
834 Philadelphia Street, Suite 200  
Indiana, Pa. 15701  
(724) 465-5559

**FILED**

**SEP 28 2004**

William A. Shaw  
Prothonotary/Clerk of Courts



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

MARK A. THOMPSON, WILLIAM :  
THOMAS and MARY KAY THOMAS, :  
his wife and VERA THOMPSON :

vs.

No. 03-1862-CD

K. C. LEZZER and MARY LEZZER, :  
his wife, individually and t/d/b/a :  
KCL ENTERPRISES :

FILED <sup>5cc</sup>  
NOV 17 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 17<sup>th</sup> day of November, 2004, it is the ORDER of the Court  
that the above-captioned matter is scheduled for Arbitration on **Tuesday, January 18, 2004**  
**at 9:00 A.M.** in the Conference/Hearing Room, 2<sup>nd</sup> Floor, Clearfield County Courthouse,  
Clearfield, PA. The following have been appointed as Arbitrators:

Dwight L. Koerber, Jr., Esquire, Chairman

Benjamin S. Blakley, Esquire

Christopher J. Shaw, Esquire

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

Please report to the Court Administrator's Office. You will be directed from there  
where this Arbitration will be held.

BY THE COURT:

*Fredric J. Ammerman*

FREDRIC J. AMMERMAN  
President Judge

FILED

NOV 17 2004

PROthonotary/Clerk of Courts

FILED

NOV 17 2004

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Mark A. Thompson, William Thomas,  
and Mary Kay Thomas, his wife, and  
Verna Thompson;

vs.

K. C. Lezzer, and Amy Lezzer, his wife, individually  
and t/d/b/a KCL Enterprises;

No. 2003-01862-CD

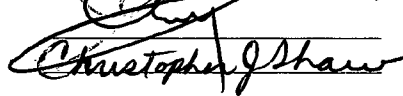
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 18th day of January, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

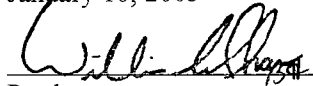
Dwight L. Koerber, Jr., Esquire

Benjamin S. Blakley, Esquire  
Christopher J. Shaw, Esquire

  
Chairman



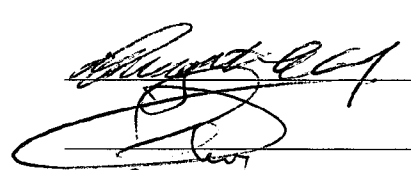
Sworn to and subscribed before me this  
January 18, 2005

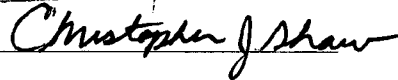
  
Prothonotary

AWARD OF ARBITRATORS

Now, this 18 day of JANUARY, 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT FOR PLAINTIFFS AND AGAINST  
DEFENDANT'S K.C. LEZZER AND AMY LEZZER IN THE AMOUNT OF  
\$7740.00 + COSTS

 Chairman



(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 18 day of JAN., 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

FILED

01/21/05  
JAN 18 2005

Notice

to Amy Welch  
Kaback  
Supvis

William A. Shaw  
Prothonotary/Clerk of Courts

  
Prothonotary

By

COPY

Mark A. Thompson  
William Thomas  
Mary Kay Thomas  
Verna Thompson

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-01862-CD

:

K. C. Lezzer Amy Lezzer KCL Enterprises

NOTICE OF AWARD

TO: CHRISTOPHER S. WELCH

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 18, 2005 and have awarded:

Judgment for Plaintiffs and against Defendants K.C. Lezzer and Amy Lezzer in the amount of \$7,740.00 + costs.

William A. Shaw

Prothonotary

By

January 18, 2005

Date

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

Mark A. Thompson  
William Thomas  
Mary Kay Thomas  
Verna Thompson

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-01862-CD  
:

K. C. Lezzer Amy Lezzer KCL Enterprises

3037

NOTICE OF AWARD

TO: ELIZABETH A. DUPUIS ESQ

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 18, 2005 and have awarded:

Judgment for Plaintiffs and against Defendants K.C. Lezzer and Amy Lezzer in the amount of \$7,740.00 + costs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

January 18, 2005

Date

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

Mark A. Thompson  
William Thomas  
Mary Kay Thomas  
Verna Thompson

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-01862-CD  
:

K. C. Lezzer Amy Lezzer KCL Enterprises

Copy

NOTICE OF AWARD

TO: WAYNE A. KABLACK ESQ

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 18, 2005 and have awarded:

Judgment for Plaintiffs and against Defendants K.C. Lezzer and Amy Lezzer in the amount of \$7,740.00 + costs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

January 18, 2005

Date

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON,  
WILLIAM THOMAS and MARY  
KAY THOMAS, his wife, and  
VERNA THOMPSON,

Plaintiffs

vs.

K. C. LEZZER and AMY LEZZER,  
his wife, individually and t/d/b/a  
KCL ENTERPRISES,

Defendants

CIVIL DIVISION – EQUITY

CASE NUMBER: No. 2003-1862-CD

TYPE OF PLEADING: Praecipe

FILED ON BEHALF OF: Plaintiffs

NAME, ADDRESS AND TELEPHONE

OF: Counsel of Record

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701  
(724) 465-5559

Attorney's State ID#: 89149

Attorney's Firm ID#: 25-0918627

**FILED**

OK

M/2:34/01  
MAR 04 2005

No cc  
Cert. of Disc.  
to Atty  
Copy to C/A

William A. Shaw  
Prothonotary/Clerk of Courts

**MARK A. THOMPSON,  
WILLIAM THOMAS and  
MARY KAY THOMAS, his wife, and  
VERNA THOMPSON,**

**VS.**

**Defendant.**

## ACTION IN EQUITY

## By

Christopher S. Welch, Esq.  
Attorney for Plaintiffs



FILED

MAR 04 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

COPY

**Mark A. Thompson  
William Thomas  
Mary Kay Thomas  
Verna Thompson**

**Vs.**

**No. 2003-01862-CD**

**K. C. Lezzer  
Amy Lezzer  
KCL Enterprises**

**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 March 4, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$105.00 have been paid in full by Christopher S. Welch, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 4th day of March A.D. 2005.

---

William A. Shaw, Prothonotary