

03-1863-CD  
MARK A. THOMPSON, etal. vs. TOWNSHIP OF LAWRENCE, Clearfield

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.


TOWNSHIP OF LAWRENCE, CLEARFIELD  
COUNTY, PENNSYLVANIA,  
Defendant.

No. 03-1863-CJ

PRAECIPE

TO THE PROTHONOTARY:

Please issue a Writ of Summons against the defendant, Township of Lawrence,  
Clearfield County, Pennsylvania, 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

FILED

m/2:46pm  
DEC 19 2003

1cc & 1 writ to Shff  
Any pd. 85.00

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.: 2003-01863-CD**

**Township of Lawrence, Clearfield County,  
Pennsylvania**

TO: TOWNSHIP OF LAWRENCE, CLEARFIELD COUNTY, PENNSYLVANIA

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  
THOMPSON, and MARY KAY THOMPSON,  
his wife, and VERA THOMPSON,

Plaintiffs,

v.

TOWNSHIP OF LAWRENCE, CLEARFIELD  
COUNTY, PENNSYLVANIA,

Defendant.

) CIVIL DIVISION

) No: 2003-01863-CD

) **PRAECIPE FOR ENTRY OF  
APPEARANCE**

) Filed on behalf of:

) **Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

) **JURY TRIAL DEMANDED**

\\12\_A\\LIAB\\CBM\\LLPG\\302154\\TKC\\05130\\12000

**FILED**

**JAN 21 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMPSON, and MARY KAY THOMPSON, his	)	
wife, and VERA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs,	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE, CLEARFIELD	)	<b>JURY TRIAL DEMANDED</b>
COUNTY, PENNSYLVANIA,	)	
	)	
Defendant.	)	

\\12 A\LIAB\CBM\LLPG\302154\TKC\05130\12000

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing  
**PRAECIPE FOR ENTRY OF APPEARANCE** has been served upon the following known  
counsel of record this 20 day of January, 2004, via United States First-Class Mail, postage  
prepaid:

Wayne Kablack, Esquire  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(Counsel for Plaintiffs)

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

Plaintiffs,

v.

TOWNSHIP OF LAWRENCE, CLEARFIELD  
COUNTY, PENNSYLVANIA,

Defendant.

) CIVIL DIVISION

) No: 2003-01863-CD

) **PRAECIPE FOR RULE TO FILE A  
COMPLAINT**

) Filed on behalf of:

) **Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 803-1140

) **JURY TRIAL DEMANDED**

\\12\_A\LIAB\CBM\LLPG\302162\TKC\05130\12000

**FILED**

**JAN 21 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

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

Plaintiffs,

v.

TOWNSHIP OF LAWRENCE, CLEARFIELD  
COUNTY, PENNSYLVANIA,

Defendant.

) CIVIL DIVISION

) No: 2003-01863-CD

) **PRAECIPE FOR RULE TO FILE A  
COMPLAINT**

) Filed on behalf of:

) **Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 803-1140

) **JURY TRIAL DEMANDED**

\\12\_A\\LIAB\\CBM\\LLPG\\302162\\TKC\\05130\\12000

**FILED**

**JAN 21 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMPSON, and MARY KAY THOMPSON, his	)	
wife, and VERNA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs,	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE, CLEARFIELD	)	JURY TRIAL DEMANDED
COUNTY, PENNSYLVANIA,	)	
	)	
Defendant.	)	

**PRAECIPE FOR RULE TO FILE A COMPLAINT**

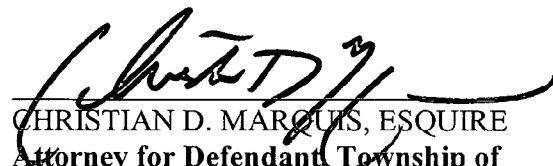
TO: Prothonotary

Kindly issue a Rule to File Complaint upon Plaintiffs in the above-captioned action.

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By:

  
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant Township of  
Lawrence, Clearfield County, Pennsylvania

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing  
**PRAECIPE FOR RULE TO FILE A COMPLAINT** has been served upon the following  
known counsel of record this **20** day of January, 2004, via United States First-Class Mail,  
postage prepaid:

Wayne Kablack, Esquire  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(Counsel for Plaintiffs)

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

**CHRISTIAN D. MARQUIS, ESQUIRE**  
**Attorney for Defendant Township of**  
**Lawrence, Clearfield County, Pennsylvania**

FILED  
MAR 1 11:41 AM  
JAN 21 2004

FILED  
JAN 21 2004  
4 Rules  
issued to Amy  
~~4207~~

31:41:25  
JAN 21 2004

JAN 21 2004

is used to Affy

William A. Shaw  
Prothonotary/Clerk of Courts



COPY

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

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

Vs.

Case No. 2003-01863-CD

Township of Lawrence, Clearfield  
County, Pennsylvania

RULE TO FILE COMPLAINT

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

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

\_\_\_\_\_  
William A. Shaw, Prothonotary

Dated: January 21, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

MARK A. THOMPSON, WILLIAM ) CIVIL DIVISION  
THOMPSON, and MARY KAY )  
THOMPSON, his wife, and VERA ) No: 2003-01863-CD  
THOMPSON, )

Plaintiffs, ) **CERTIFICATE OF SERVICE OF**  
) **RULE TO FILE COMPLAINT**

v. )

TOWNSHIP OF LAWRENCE, ) Filed on behalf of:  
CLEARFIELD, COUNTY, ) Defendant, Township of Lawrence,  
PENNSYLVANIA, ) Clearfield County, Pennsylvania

Defendant. ) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
) PA ID # 85070

) MARSHALL, DENNEHEY, WARNER,  
) COLEMAN & GOGGIN

) US Steel Tower, Suite 2900  
) 600 Grant Street  
) Pittsburgh, PA 15219  
) (412) 803-1140

**JURY TRIAL DEMANDED**

**FILED**

JAN 30 2004  
m/10:55 am  
William A. Shaw  
Prothonotary/Clerk of Courts  
NO COST

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

MARK A. THOMPSON, WILLIAM ) CIVIL DIVISION  
THOMPSON, and MARY KAY )  
THOMPSON, his wife, and VERA ) No: 2003-01863-CD  
THOMPSON, )

Plaintiffs )

v. )

TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,

Defendant.

**CERTIFICATE OF SERVICE OF RULE TO FILE COMPLAINT**


AND NOW, comes the Defendant, TOWNSHIP OF LAWRENCE, by and through their attorneys, SCOTT G. DUNLOP, ESQUIRE, and CHRISTIAN D. MARQUIS, ESQUIRE, and MARSHALL, DENNEHEY, WARNER, COLEMAN AND GOGGIN and files the within Certificate of Service of Rule to File Complaint and in support thereof states the following:

I, Christian D. Marquis, Esquire, counsel for Defendant, Township of Lawrence, hereby certify that I served an original Rule to File Complaint on Plaintiff's counsel of record, Wayne Kablack, Esquire, as evidenced by the attached letter and executed certified mail return receipt.

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER, COLEMAN &  
GOGGIN**

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

  
CHRISTIAN D. MARQUIS, ESQUIRE Attorney for  
Defendant, Township of Lawrence, Clearfield County,  
Pennsylvania

**MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN**

A PROFESSIONAL CORPORATION [www.marshalldennehey.com](http://www.marshalldennehey.com)

Suite 2900, 600 Grant Street · Pittsburgh, PA 15219  
(412) 803-1140 · Fax (412) 803-1188

Direct Dial: 412-803-1142  
Email: [cmarquis@mdwecg.com](mailto:cmarquis@mdwecg.com)

January 23, 2004

PENNSYLVANIA  
Bethlehem  
Doyletown  
Erie  
Harrisburg  
Newtown Square  
Norristown  
Philadelphia  
Pittsburgh  
Scranton  
Williamsport

NEW JERSEY  
Cherry Hill  
Roseland

DELAWARE  
Wilmington

OHIO  
Akron

FLORIDA  
Ft. Lauderdale  
Orlando  
Tampa



**BY CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Wayne Kablack, Esquire  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701

**RE: Thompson, et al. vs. Township of Lawrence**  
**No. 2003-01863-CD (Clearfield County)**  
**Our File: 05130.00491**

Dear Mr. Kablack:

In reference to the above-noted matter, please find enclosed a Rule to File Complaint that has been issued by the Court.

Kindly prepare and serve your complaint within 20 days in accordance with the Rule.

Thank you for your attention to this matter. Should you have any questions or concerns in this regard, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Christi D77", with a flourish at the end. Below the signature, the name "Christian D. Marquis" is printed in a standard serif font.

Christian D. Marquis

CDM/tms

Enclosure

12A\LIAB\CBM\CORR\302565\TMS\05130\00491

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

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

Vs.

Case No. 2003-01863-CD

Township of Lawrence, Clearfield  
County, Pennsylvania

RULE TO FILE COMPLAINT

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

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.



William A. Shaw, Prothonotary

Dated: January 21, 2004

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Wayne Kablack, Esquire  
834 Philadelphia Street  
Suite 200  
Indiana, PA 15701

## 2. Article Number

(Transfer from service label)

7001 2510 0006 7639 3721

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X Sandra Mann ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

Sandra Mann C. Date of Delivery 1-26

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-01-M-0381

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Wayne Kablack, Esquire  
834 Philadelphia Street  
Suite 200  
Indiana, PA 15701

## 2. Article Number

(Transfer from service label)

7001 2510 0006 7639 3721

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X Sandra Mann ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

Sandra Mann C. Date of Delivery 1-26

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

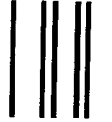
## 4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-01-M-0381

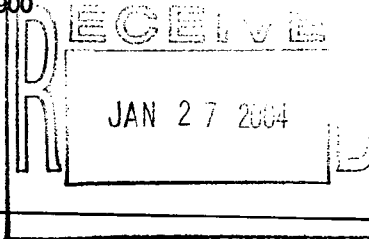
UNITED STATES POSTAL SERVICE



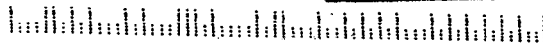
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN  
U.S. STEEL TOWER, SUITE 2900  
600 GRANT STREET  
PITTSBURGH, PA 15219



QDM-5130.491





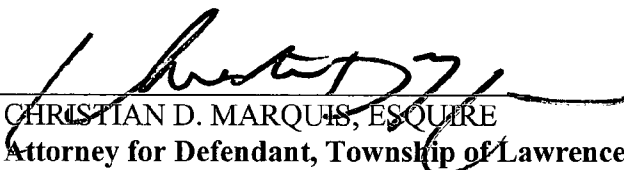
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **Certificate of Service of Rule to File Complaint** has been served upon the following known counsel of record this 28 day of January, 2004, via United States First-Class Mail, postage prepaid:

Wayne Kablack, Esquire  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(Counsel for Plaintiffs)

**MARSHALL, DENNEHEY, WARNER, COLEMAN &  
GOGGIN**

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

  
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania

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

THOMPSON, MARK A., WILLIAM, MARY KAY & VERA

Sheriff Docket # 14955

VS.

03-1863-CD

TOWNSHIP OF LAWRENCE

SUMMONS

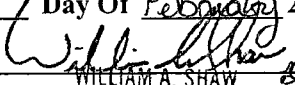
**SHERIFF RETURNS**

NOW DECEMBER 29, 2003 AT 2:38 PM SERVED THE WITHIN SUMMONS ON TOWNSHIP OF LAWRENCE, DEFENDANT AT EMPLOYMENT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARB SHAFFNER, SECRETARY A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: RYEN

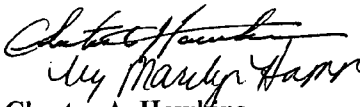
**Return Costs**

Cost	Description
23.76	SHERIFF HAWKINS PAID BY: ATTY CK# 32122
10.00	SURCHARGE PAID BY: ATTY CK# 32125

Sworn to Before Me This

13<sup>th</sup> Day Of February 2004  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**

012:57:61  
FEB 13 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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant

CIVIL DIVISION

CASE NUMBER: No. 2003-01863-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**

**FEB 18 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  
VERNA THOMPSON,**

**Plaintiffs,**

**vs.**

**TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,**

**Defendant.**

**No. 2003-01863-CD**

**ACTION IN MANDAMUS**

**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**

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

**Plaintiffs,**

**vs.**

**TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,**

**Defendant.**


**No. 2003-01863-CD**

**ACTION IN MANDAMUS**

**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 Action in Mandamus 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. Defendant, Township of Lawrence, Clearfield County, Pennsylvania, is a municipal corporation under the laws of this Commonwealth.



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 KCL Enterprises's subdivision, more specifically described in the deeds, copies of which are attached hereto and made a part hereof as Exhibit 1.

6. The land developer, KCL Enterprises, 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.

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.

26. Pursuant to the Pennsylvania Municipal Code at 53 P.S. § 10511, Lawrence Township is granted the power to enforce implementation of the Erosion and Sedimentation Control Plan and Storm Water Management Plan.



27. The Lawrence Township Supervisors have a legal obligation to enforce completion of the plans by the developer, KCL Enterprises.

28. The Lawrence Township Supervisors have a legal obligation to expend the necessary money from the developer's bond to complete the plans should the developer fail to comply.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter an Order 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 developer's bond to pay for the completion of the work, and enter such additional relief as is just and 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, 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: \_\_\_\_\_

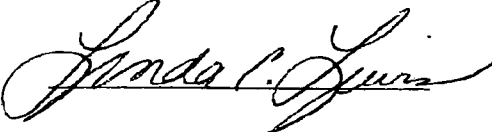

\_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_

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:

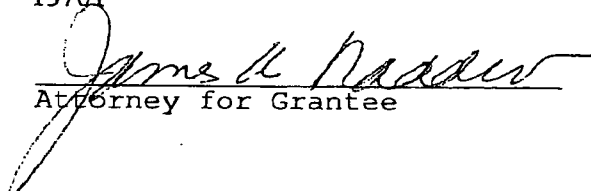
KCL ENTERPRISES

 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
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE TRANSFER TAX	\$150.00
STATE WRIT TAX	\$0.50
LAWRENCE TOWNSHIP	\$75.00
CLEARFIELD AREA SCHOOLS	\$75.00
TOTAL	\$315.50
CUSTOMER	
NADDEO & 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:

Marcella A. Lyjak

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:

MID-EAST OIL COMPANY

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

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, Esquire  
Attorney for Grantee

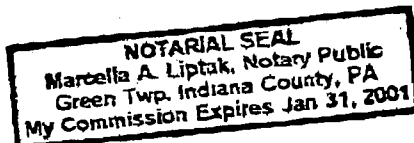
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF INDIANA :

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 (5 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

CURNENSVILLE, 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 & SE. 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) \_\_\_\_\_

# MOVEMENTS 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

Samuel B. Yost, PLS

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

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 regarding 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**

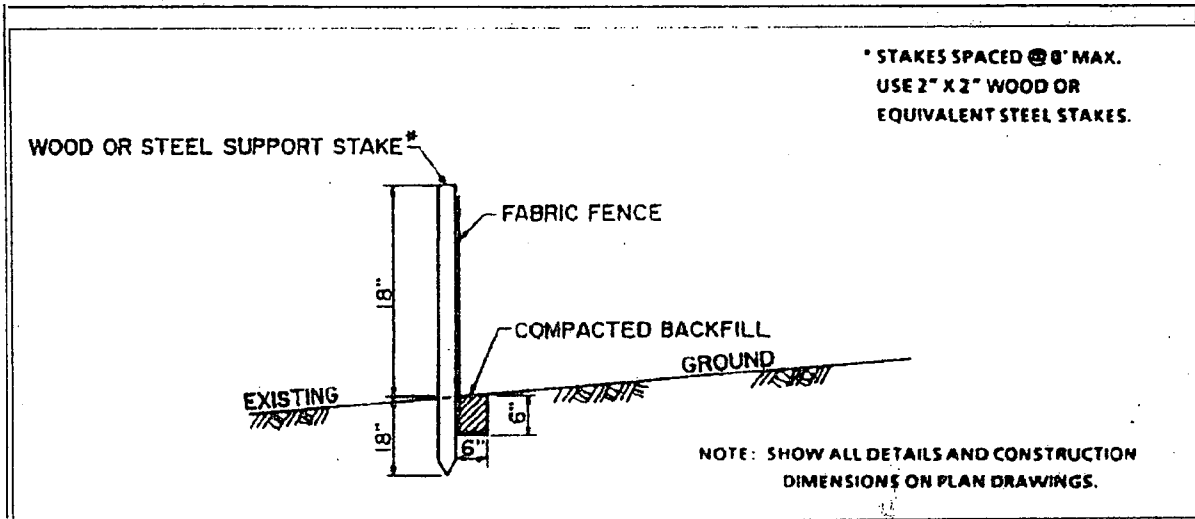
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## EROSION AND SEDIMENTATION PLAN

### 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:



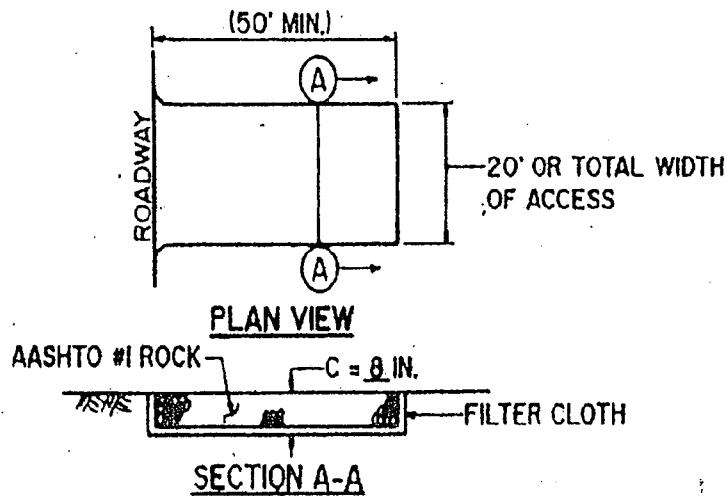
Filter fabric fence must be installed at level grade. Both ends of each fence section must be extended at least 8 feet upslope at 45 degrees to the main fence alignment.

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**

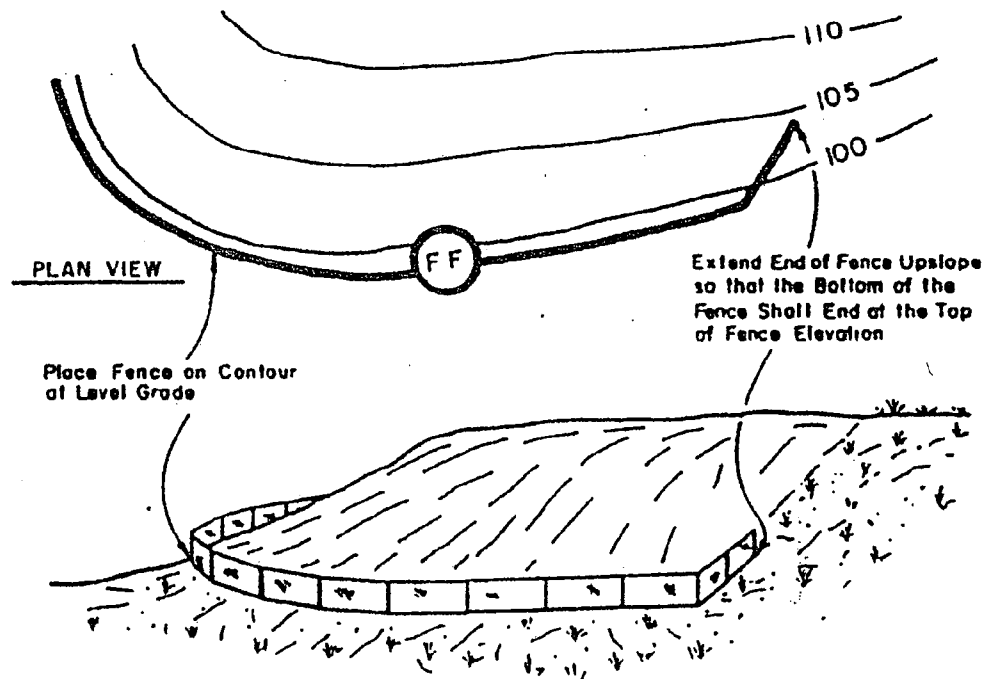


**MAINTENANCE:**

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

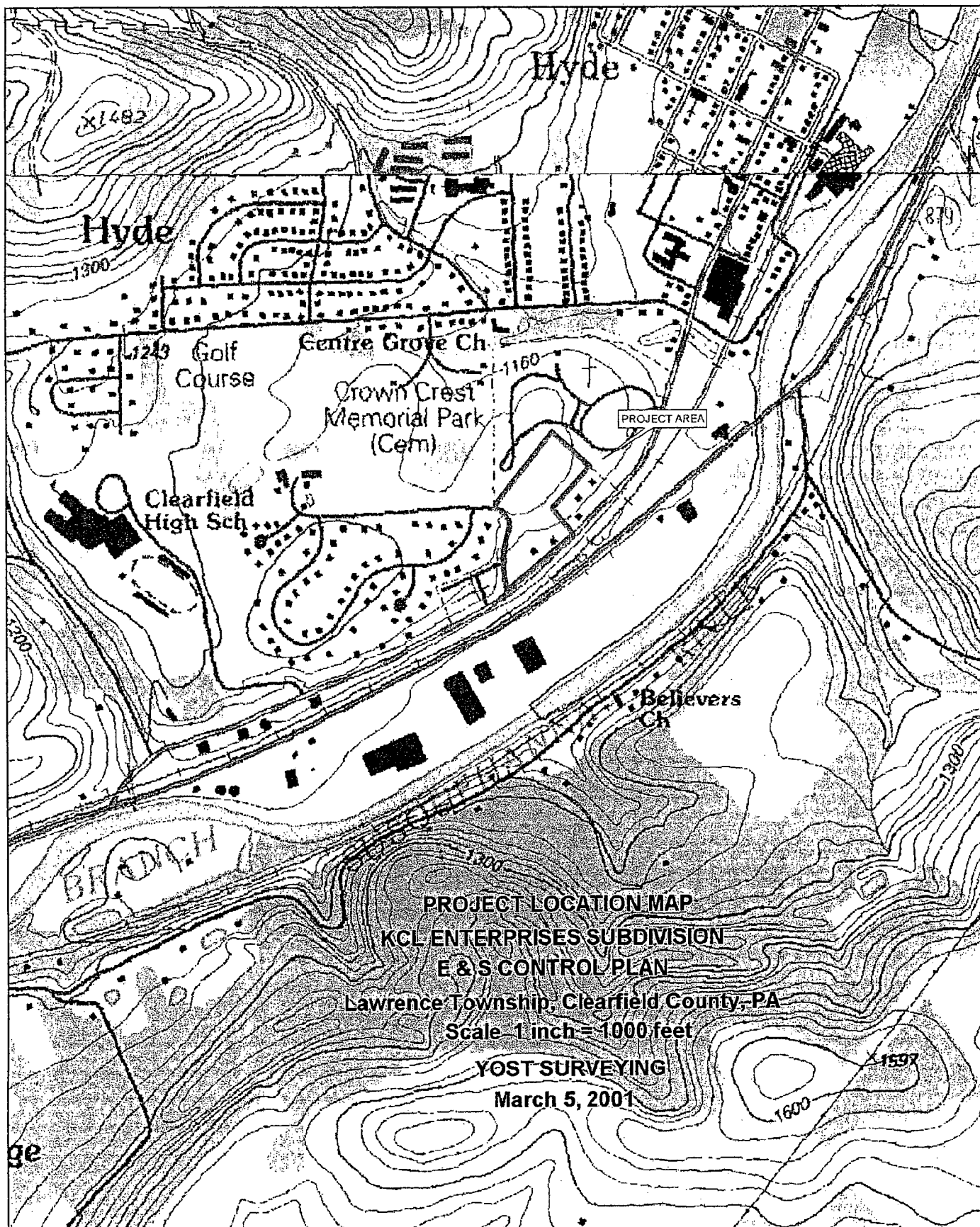


From Erosion and Sediment Pollution Control Manual (1990)

MAPS

---

KCL Enterprises Erosion and Sedimentation Control Plan



## SOIL CLASSIFICATION

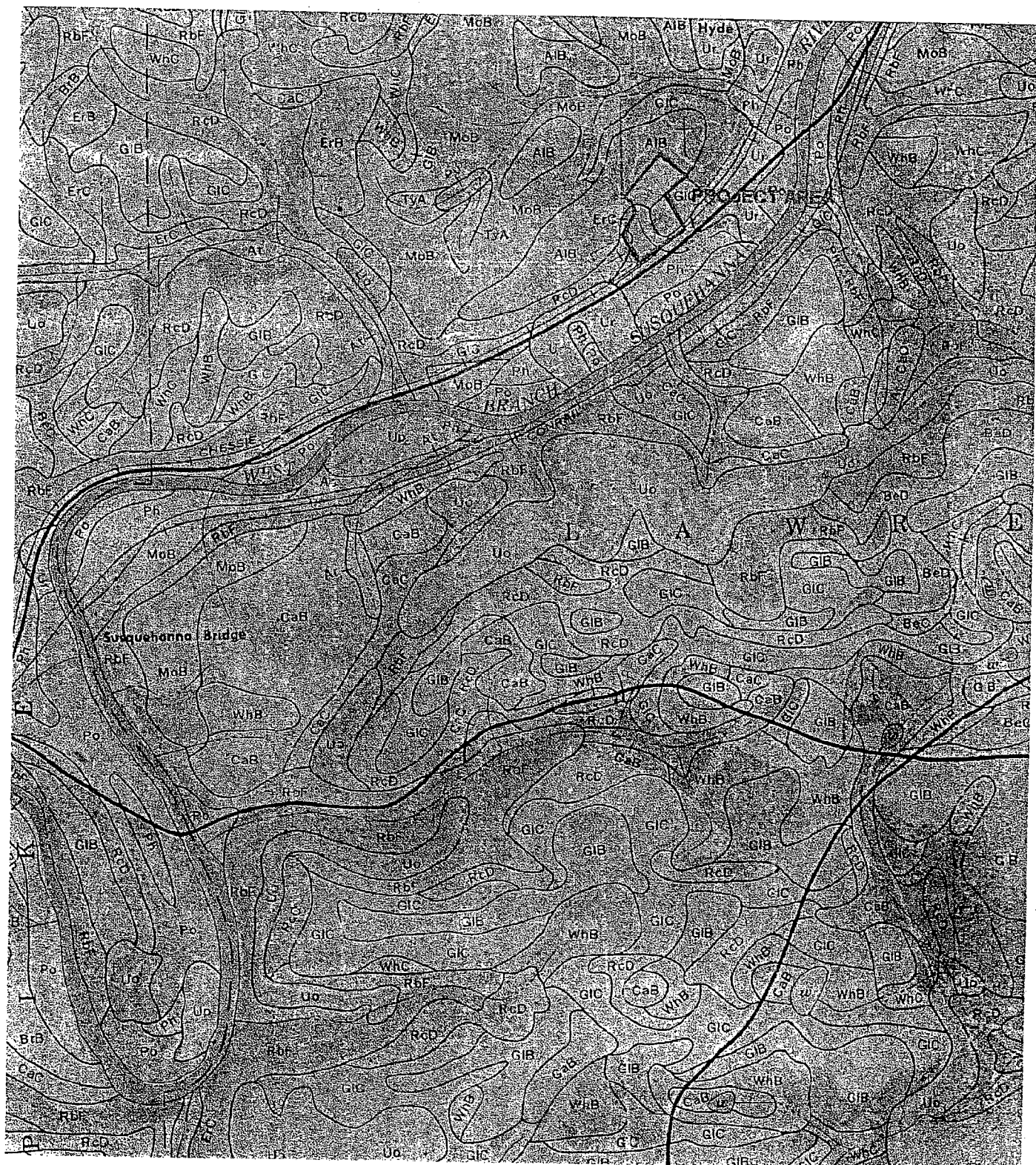
ErC - Ernest Silt Loam, 8 to 15% slopes  
AiB - Allegheny Silt Loam, 3 to 8% slopes  
GIC - Gilpin Channery Silt Loam, 8 to 15% slopes

## KCL ENTERPRISES SUBDIVISION Lawrence Township, Clearfield County

Scale 1 = 20,000

YOST SURVEYING

March 5, 2001



**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) 765-4551

FAX (814) 765-5258

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

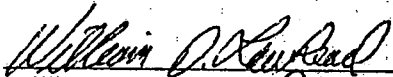
Dear Mr. Hubert:

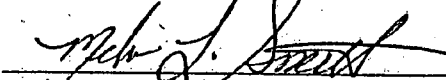
Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on 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.

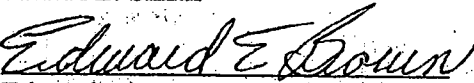
It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and 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,

  
William D. Lawhead

  
Melvin L. Smith

  
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

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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

45 George St.

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Thank you, very much for your co-operation.

Yours sincerely,

Hope A. Martin  
Code and Zoning Officer

# LAWRENCE TOWNSHIP BOARD OF SUPERVISORS

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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.

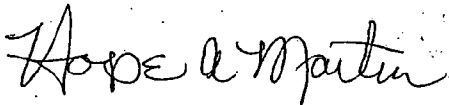
Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. 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".

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.



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>



# Miller - Lykens Quality Cleaning

Professional Commercial and Business Cleaning

Lee Lykens  
Denny Miller  
814-765-6020

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Bill To: Bill & Mary Kay Thomas

Clearfield, PA 16830

Prespray 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

THANK YOU

FREE ESTIMATES

STATEMENT

## "Everything Electrical"

### Furniture and Floor Covering

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

RITTEN BY

CHECKED IN BY

AGENT'S NAME

JOB LOCATION

ELAINE BOWMAN

RICK FANNIN

AR 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	0	1	WKL	25.00	1	4		08/13/2003 12:26 PM	66.00
	Serial# BB14323									
	Quantity Rtn/AmtChgd:	1/		66.00						
03-TBD-02	FAN - TURBO DRYER	0	1	WKL	25.00	1	4		08/13/2003 12:26 PM	66.00
	Serial# BB14319									
	Quantity Rtn/AmtChgd:	1/		66.00						

PAID CASH  
8/13/03

MAGE WAIVER CHARGE (DWC) \_\_\_\_\_ %  
RENTAL CHARGE. RENTER MAY, BY INITIALS  
REON, DECLINE BENEFITS OF PARAGRAPH 12,  
MAGE WAIVER, ON REVERSE SIDE OF THIS  
NTRACT.

C IS NOT INSURANCE.

DECLINES

(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.

see's Signature: BWTH

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.

1088 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-483-0112 Fax 724-340-5388

## 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  
Supply and install new oak trim  
Fix Doors

\$	1,100.00
\$	1,400.00
\$	260.00
\$	2,760.00

Total

Joseph D. Pilvelic  
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

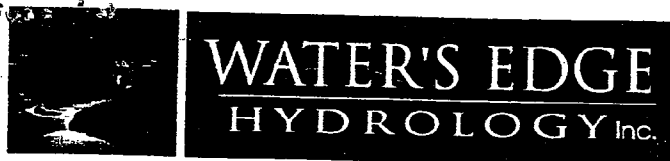
**Description of Services:**

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



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

A handwritten signature in black ink, appearing to read "Terry A. Rightnour", written over a horizontal line.

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



**WATER'S EDGE**  
HYDROLOGY Inc.

Mr. Bill Thomas  
Lawrence Township  
Clearfield, PA 16830

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Very truly yours

Terry A. Rightnour, PH  
President  
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# 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

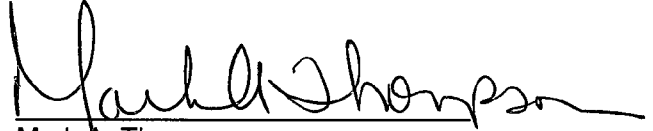
**Please Return Signed Copy to Our Office**

**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.

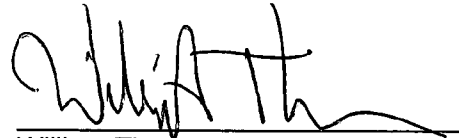
Date: \_\_\_\_\_

2/10/04

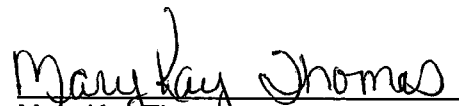
  
Mark A. Thompson

**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

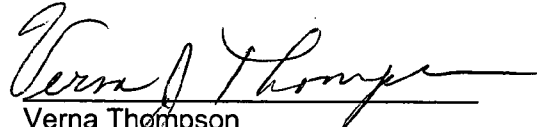
Date: 2/10/04

  
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: 2-9-04

  
Verna Thompson

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

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

Plaintiffs,

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant.

No. 2003-01863-CD

ACTION IN MANDAMUS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Complaint filed at the above captioned number was served upon the individual listed below by first class United States mail, postage prepaid at Indiana Pennsylvania, this 17<sup>th</sup> day of February, 2004.

Christian D. Marquis, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
US Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219



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

FILED

FEB 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
MID:45  
FEB 18 2004

N/D  
cc  
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KUB

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

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

Plaintiffs,

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, HIS  
WIFE,

Additional Defendants.

) CIVIL DIVISION

) No: 2003-01863-CD

) **PRAECIPE FOR WRIT OF**

) **SUMMONS TO JOIN ADDITIONAL**

) **DEFENDANTS KENNETH C.**

) **LEZZER, t/d/b/a KCL ENTERPRISES,**

) **AND AMY LEZZER, HIS WIFE**

) Filed on behalf of:

) **Defendant, Township of Lawrence,**

) **Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE

) PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,**

) **COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

) **JURY TRIAL DEMANDED**

\\12\_A\LIAB\CBM\LLPG\309596\TKC\05130\00491

**FILED**

**MAR 17 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMPSON, and MARY KAY	)	
THOMPSON, his wife, and VERA	)	No: 2003-01863-CD
THOMPSON,	)	
	)	
	)	
Plaintiffs	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE,	)	
CLEARFIELD, COUNTY,	)	
PENNSYLVANIA,	)	
	)	
Defendant.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL	)	
ENTERPRISES, AND AMY LEZZER, HIS	)	
WIFE,	)	
	)	
Additional Defendants	)	

**PRAECIPE FOR WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANTS KENNETH C.  
LEZZER, T/D/B/A KCL ENTERPRISES, AND AMY LEZZER, HIS WIFE**

TO: Prothonotary, Clearfield County

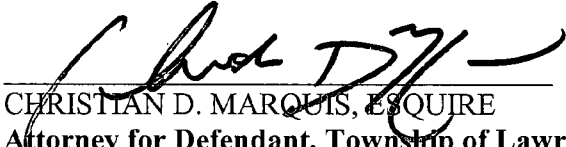
Kindly issue a Writ to Join Additional Defendants, KENNETH C. LEZZER, t/d/b/a KCL ENTERPRISES, and AMY LEZZER, HIS WIFE, in the above-captioned action.



Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER, COLEMAN &  
GOGGIN**

By:

  
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania

\\12\_A\\LIAB\\CBM\\LLPG\\309596\\TKC\\05130\\00491


**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **PRAECIPE FOR WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANTS KENNETH C. LEZZER, t/d/b/a KCL ENTERPRISES, AND AMY LEZZER, HIS WIFE** has been served upon the following known counsel of record this 15 day of March, 2004, via United States First-Class Mail, postage prepaid:

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
**(Counsel for Plaintiffs)**

**MARSHALL, DENNEHEY, WARNER, COLEMAN &  
GOGGIN**

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

  
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of Lawrence,  
Clearfield County, Pennsylvania

FILED Notice

M110:53864 2 Summons  
MAR 17 2004 to Atty Marguis

William A. Shaw  
Prothonotary/Clerk of Courts

61  
AKA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**WRIT TO JOIN ADDITIONAL DEFENDANT**

COPY

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

Plaintiff(s)

Vs.

Township of Lawrence, Clearfield County,  
Pennsylvania

03-01863-CD

Defendant(s)

Vs.

Kenneth C. Lezzer, t/d/b/a KCL Enterprises, and  
Amy Lezzer, his wife

Additional Defendant(s)

To: Kenneth C. Lezzer, t/d/b/a KCL Enterprises, and Amy Lezzer, his wife

You are notified that Township of Lawrence, Clearfield County, Pennsylvania,  
has joined you as an additional defendant in this action, which you are required to defend.

Dated: March 17, 2004

\_\_\_\_\_  
Prothonotary

Filing Attorney: Christian D. Marquis, Esq.  
US Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219  
(412) 803-1140

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

THOMPSON, MARK A. al

Sheriff Docket #

15343

VS.

03-1863-CD

TOWNSHIP OF LAWRENCE-vs- KENNETH C. LEZZER

WRIT TO JOIN ADDITIONAL DEFENDANT

**SHERIFF RETURNS**

NOW MARCH 25, 2004 AT 8:21 AM SERVED THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON AMY LEZZER, DEFENDANT AT RESIDENCE, 85 GREEN RIDGE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY LEZZER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

NOW MARCH 25, 2004 AT 8:21 AM SERVED THE WITHIN WRIT TO JOIN ADDITIONAL DEFENDANT ON KENNETH C. LEZZER t/d/b/a KCL ENTERPRISES, DEFENDANT AT RESIDENCE, 85 GREEN RIDGE DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMY LEZZER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCCLEARY/NEVLING

**Return Costs**

Cost	Description
26.00	SHERIFF HAWKINS PAID BY: ATTY CK# 18585
20.00	SURCHARGE PAID BY: ATTY CK# 18586

**Sworn to Before Me This**

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

WILLIAM A. SHAW  
Prothonotary

My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

Chester A. Hawkins  
Chester A. Hawkins

Sheriff

FILED  
01:54 PM  
MAY 10 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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, HIS  
WIFE,

Additional Defendants.

To Plaintiffs: You are hereby notified to plead  
to the enclosed Answer and New Matter within  
twenty (20) days from the service hereof or a  
default judgment may be entered against you.

Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

) CIVIL DIVISION

) No: 2003-01863-CD

) **ANSWER AND NEW MATTER**

) Filed on behalf of:

) **Defendant, Township of Lawrence,**  
) **Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
) PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,**  
) **COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

) **JURY TRIAL DEMANDED**

**FILED**

**JUN 14 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMAS, and MARY KAY THOMAS, his	)	
wife, and VERA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE,	)	
CLEARFIELD, COUNTY,	)	
PENNSYLVANIA,	)	
	)	
Defendant.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL	)	
ENTERPRISES, AND AMY LEZZER, HIS	)	
WIFE,	)	
	)	
Additional Defendants	)	
	)	

**ANSWER AND NEW MATTER**

AND NOW, comes Defendant, Township of Lawrence, Clearfield County, Pennsylvania, by and through its attorneys, CHRISTIAN D. MARQUIS, ESQUIRE, and MARSHALL, DENNEHEY, WARNER, COLEMAN AND GOGGIN and files the within Answer and New Matter, and states in support thereof the following:

1. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 1 of Plaintiffs' Complaint, therefore said averments are denied.

2. Upon information and belief, the averments of paragraph 2 of Plaintiffs' Complaint are admitted. However, this Defendant denies that Plaintiffs William Thomas and Mary Kay Thomas own their place of residence.

3. Upon information and belief, the averments of paragraph 2 of Plaintiffs' Complaint are admitted. However, this Defendant denies that Plaintiff Verna Thompson owns her place of residence.

4. The averments of paragraph 4 of Plaintiffs' Complaint are admitted.

5. The averments of paragraph 5 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, only Plaintiff Mark A. Thompson is the owner of the parcels of real property located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830, of which both parcels adjoin the KCL Enterprises subdivision.

6. The averments of paragraph 6 of Plaintiffs' Complaint are admitted. By way of further response, the subdivision and land development application attached to Plaintiffs' Complaint as Exhibit "2" speaks for itself.

7. The averments of paragraph 7 of Plaintiffs' Complaint are admitted. By way of further response, the erosion and sedimentation control plan attached to Plaintiffs' Complaint as Exhibit "3" speaks for itself.

8. The averments of paragraph 8 of Plaintiffs' Complaint are admitted. By way of further response, the storm water management plan attached to Plaintiffs' Complaint as Exhibit "4" speaks for itself.

9. The averments of paragraph 9 of Plaintiffs' Complaint are admitted.



10. The averment "at all relevant times hereto" as contained in paragraph 10 of Plaintiffs' Complaint is denied as said averment is vague and overbroad. The remaining averments of paragraph 10 of Plaintiffs' Complaint are also denied; to the contrary, upon information and belief the erosion and sedimentation control and storm water management plans were implemented as prepared by Yost Surveying.

11. The averments of paragraph 11, subparagraphs (a) through (e) inclusive, of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, the provisions of the plans were completed.

12. The averments of paragraph 12 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, during construction, the erosion and sedimentation control plan was followed to the best of the Lawrence Township Supervisors' knowledge. Upon information and belief, the storm water management plan was also followed to the best of the Lawrence Township Supervisors' knowledge.

13. The averments of paragraph 13 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, all downspouts are connected to the sumps. By way of further response, the correspondence attached to Plaintiffs' Complaint as Exhibit "5" speaks for itself. However, the author of the correspondence attached to Plaintiffs' Complaint as Exhibit "5" is not a licensed professional engineer, nor were any statements made therein confirmed and/or verified by a licensed professional engineer.

14. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 14 of Plaintiffs' Complaint, therefore said averments are denied.

15. The averments of paragraph 15 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent a response may be required, the averments of paragraph 15 of Plaintiffs' Complaint are denied. By way of further response, to the extent that the averments of paragraph 15 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

16. The averments of paragraph 16 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 16 of Plaintiffs' Complaint, therefore said averments are denied. By way of further response, to the extent that the averments of paragraph 16 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

17. The averments of paragraph 17 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 17 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 17 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

18. The averments of paragraph 18 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 18 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 18 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

19. The averments of paragraph 19 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 19 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 19 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

20. The averments of paragraph 20 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 20 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 20 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by

reference its responses to said averments as though said responses are fully set forth at length herein.

21. The averments of paragraph 21 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 21 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 21 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

22. The averments of paragraph 22 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 22 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 22 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

23. The averments of paragraph 23 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments of paragraph 23 of Plaintiffs' Complaint are denied. To the extent that the averments of paragraph 23 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs'

Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

24. The averments of paragraph 24 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, which is denied, the averments of paragraph 24 of Plaintiffs' Complaint are denied. To the extent that a further response may be required and to the extent that the averments of paragraph 24 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

25. The averments of paragraph 25 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, which is denied, the averments of paragraph 25 of Plaintiffs' Complaint are denied; to the contrary, Plaintiffs do have another adequate remedy at law that being to pursue a direct cause of action against the developer and/or owner KC Lezzer t/d/b/a KCL Enterprises, and his wife, Amy Lezzer, as they have done so at civil action number 2003-1862 in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the Complaint in that matter is attached hereto as Exhibit "1".

26. The averments of paragraph 26 of Plaintiffs' Complaint constitute conclusions of law to which no response is required.

27. The averments of paragraph 27 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments of paragraph 27 of Plaintiffs' Complaint are denied.

28. The averments of paragraph 28 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments

of paragraph 28 of Plaintiffs' Complaint are denied. By way of further response, upon information and belief, no developer's bond was ever obtained.

WHEREFORE, Defendant, Township of Lawrence, respectfully requests that this Honorable Court dismiss Plaintiffs' Complaint with prejudice and enter judgment in its favor.

**JURY TRIAL DEMANDED.**

**NEW MATTER**

29. Defendant asserts all privileges and immunities as preserved in the doctrine of governmental immunity as set forth in the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. §8541, *et seq.*

30. Defendant asserts that any damages that may be recoverable from it are limited and/or barred pursuant to the Political Subdivision Tort Claims Act, 42 Pa.C.S. §8541, *et seq.*

31. Any and all damages allegedly sustained by the Plaintiffs, if any, are the result of superseding, intervening and/or independent cause or causes over which Defendant had no control or in any way participated.

32. Any and all damages allegedly sustained by the Plaintiffs are the direct and proximate result of the conduct and/or omissions of other persons, parties, forces and/or conduct for which Defendant is not responsible, did not participate in or control.

33. At all relevant times hereto, only Plaintiff Mark A. Thompson owned the parcels of real property and homes that are located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830. Therefore, the remaining Plaintiffs have no standing to bring this action and have no direct interest in the outcome of this litigation.

34. To the extent that liability is found against this Defendant, which is denied, said liability is secondary to that of Kenneth C. Lezzer, who is also believed to be t/d/b/a KCL

Enterprises, and Amy C. Lezzer, since their liability is primary and since they own the neighboring parcel of land.

35. Additional Defendants Kenneth C. Lezzer, who is also believed to be t/d/b/a KCL Enterprises, and Amy C. Lezzer are directly liable to the Plaintiffs should liability be found on the claims raised in Plaintiffs' Complaint.

36. Plaintiffs have commenced a civil action at docket number 2003-1862 against Kenneth C. Lezzer and Amy Lezzer, his wife, and t/d/b/a KCL Enterprises, in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the Complaint is attached hereto as Exhibit "1".

37. Plaintiffs therefore have another adequate remedy at law.

38. Plaintiffs have no clear legal right to the relief requested.

39. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

40. Plaintiffs' claims may be barred by the applicable statute of limitations.

41. Plaintiffs never gave the six month notice prerequisite to action against a government unit pursuant to 42 Pa.C.S. §5522.

WHEREFORE, Defendant, Township of Lawrence, respectfully requests that this Honorable Court dismiss Plaintiffs' Complaint with prejudice and enter judgment in its favor.

**JURY TRIAL DEMANDED.**

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

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MARK A. THOMPSON, WILLIAM  
THOMAS, and MARY KAY THOMAS, his  
wife, and VERA THOMPSON,  
  
Plaintiffs  
  
v.  
  
TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,  
  
Defendant.  
  
KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, HIS  
WIFE,  
  
Additional Defendants

I, Ed Brown, being duly sworn according to law deposes and says that I am a Supervisor of Lawrence Township and that I am authorized to make this verification on behalf of Lawrence Township and that the facts set forth in the foregoing **ANSWER AND NEW MATTER** are true and correct to the best of my knowledge, information, and belief. This verification is subject to 18 Pa. C.S. §4904 which provides for certain penalties for making false statements.

DATE: 6-4-04

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', with a long horizontal flourish extending to the right.

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:

\_\_\_\_\_

\_\_\_\_\_

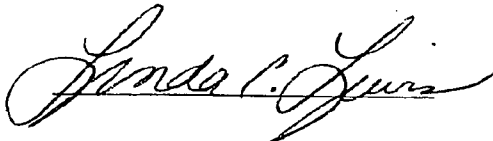

This \_\_\_\_\_ day of \_\_\_\_\_

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:

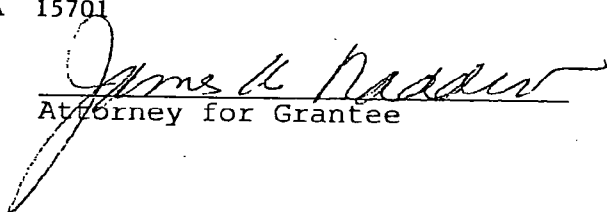
KCL ENTERPRISES

 By  (SEAL)  
Kenneth C. Lezzer

### 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
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER 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	
NADDEO & 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:

Margella A. L. L. L.

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:

MID-EAST OIL COMPANY

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

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, 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:

NOTARIAL SEAL  
Marcella A. Liptak, Notary Public  
Green Twp. Indiana County, PA  
My Commission Expires Jan 31, 2001

**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 (5 <sup>104975</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. AMERTON 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) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

# MOVEMENTS 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	✓		
Sewage 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

BR 2, Box 111

Clearfield, Pennsylvania 16830

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

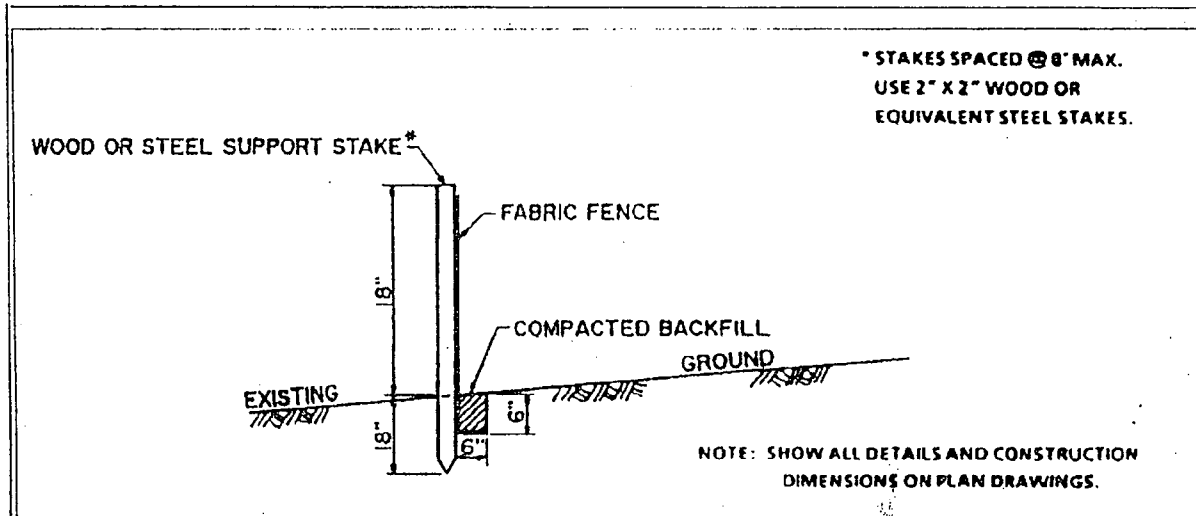
APPENDIX A  
STANDARD WORKSHEETS AND CONTROL STRUCTURE DETAILS  
KCL Enterprises Erosion and Sedimentation Control Plan

## 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:



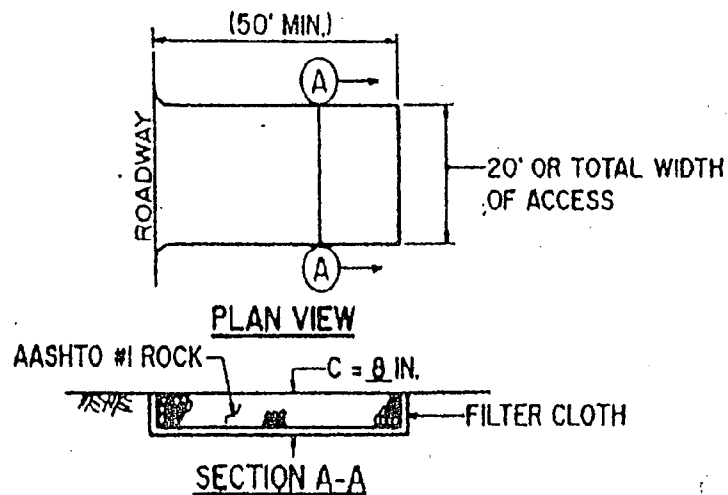
Filter fabric fence must be installed at level grade. Both ends of each fence section must be extended at least 8 feet upslope at 45 degrees to the main fence alignment.

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

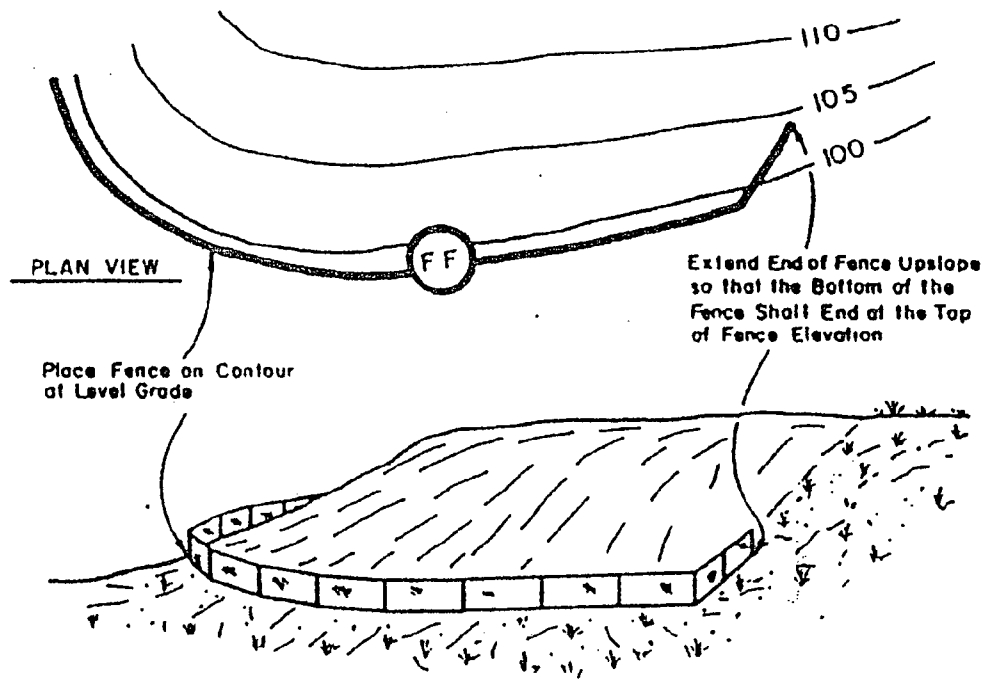


**MAINTENANCE:**

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

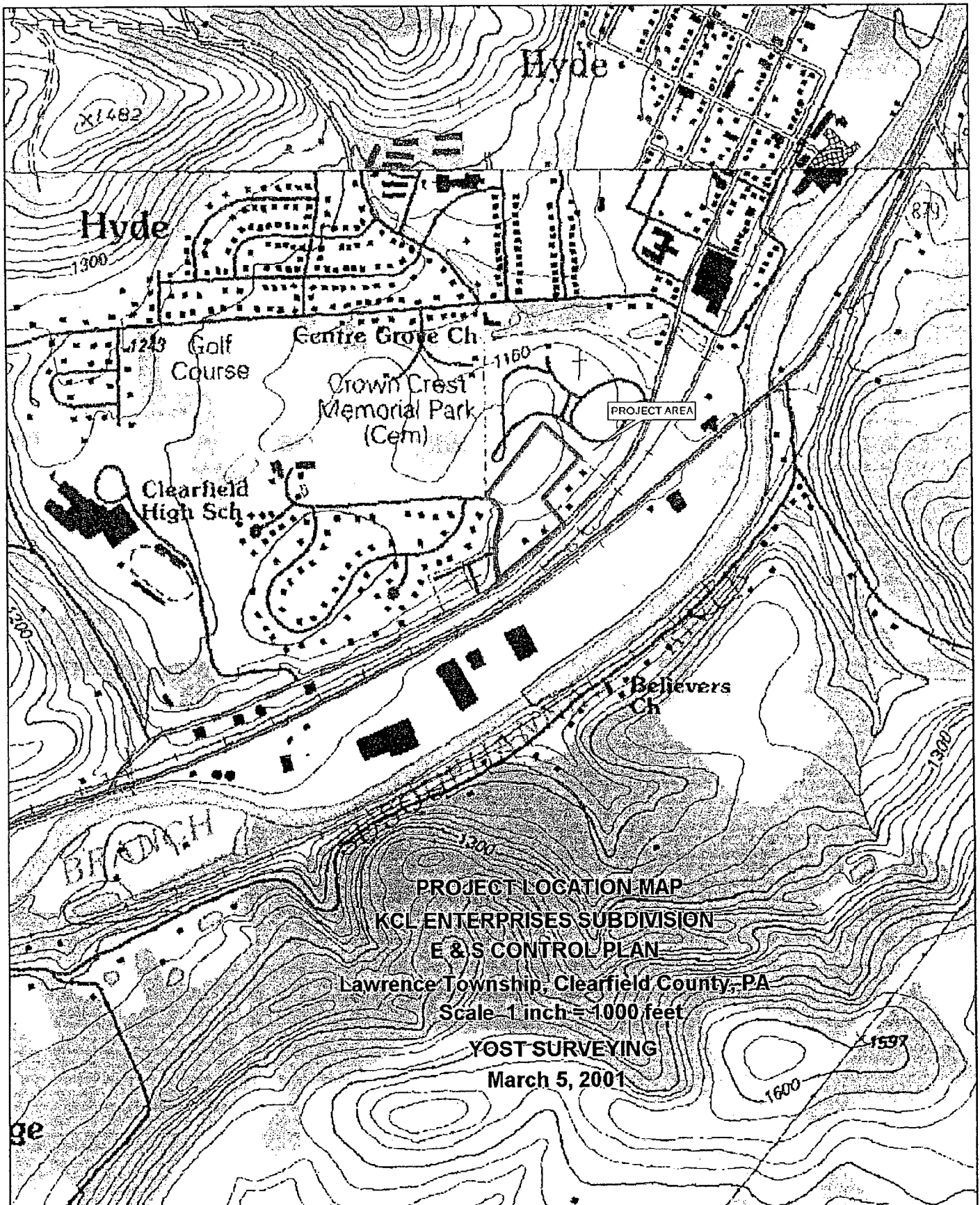


From Erosion and Sediment Pollution Control Manual (1990)

MAPS

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KCL Enterprises Erosion and Sedimentation Control Plan



## SOIL CLASSIFICATION

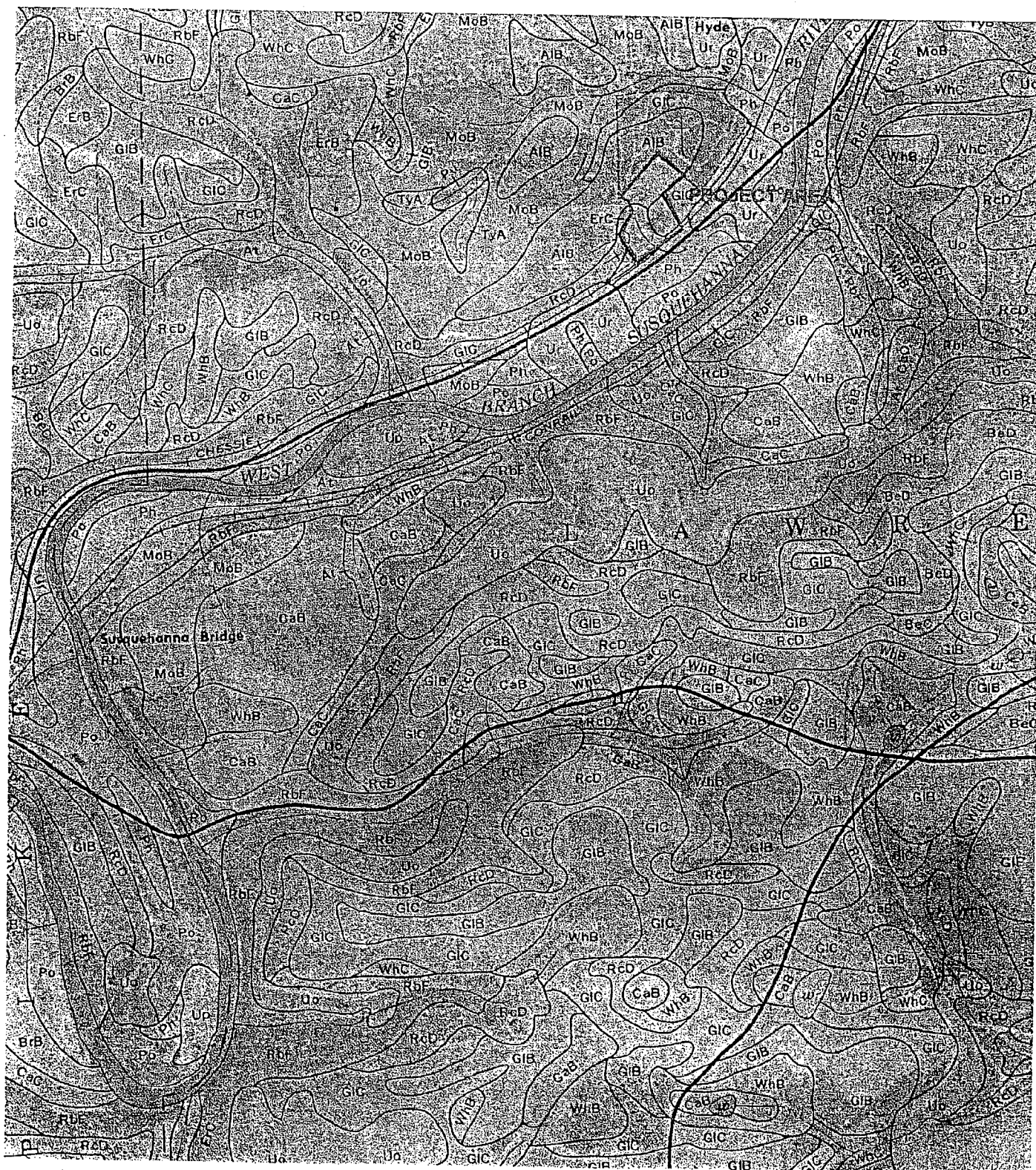
ErC - Ernest Silt Loam, 8 to 15% slopes  
AIB - Allegheny Silt Loam, 3 to 8% slopes  
GIC - Gilpin Channery Silt Loam, 8 to 15% slopes

KCL ENTERPRISES SUBDIVISION  
Lawrence Township, Clearfield County

Scale 1 = 20,000

YOST SURVEYING

March 5, 2001



**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) 765-4651

FAX (814) 765-5258

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

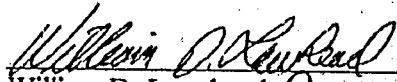
Dear Mr. Hubert:

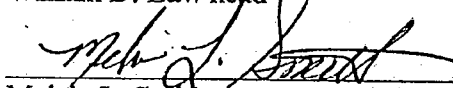
Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on 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.

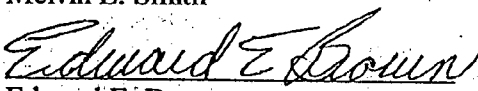
It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and 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,

  
William D. Lawhead

  
Melvin L. Smith

  
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](mailto: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.

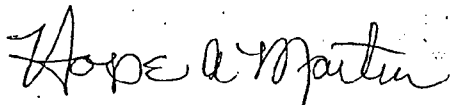
Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. 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".

Hope A. Martin  
Code and Zoning Officer

enclosure  
Cc. Attorney James Naddeo

§ 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.

[.....]

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>

# Miller - Lykens Quality Cleaning

Professional Commercial and Business Cleaning

Lee Lykens  
Denny Miller  
814-765-6020

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Bill To: Bill & Mary Kay Thomas

Clearfield, PA 16830

Prepray with sanitiser and		
brush 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 1151		
TOTAL	230	00

THANK YOU

FREE ESTIMATES



## STATEMENT

**"Everything Electrical"**

### Furniture and Floor Covering

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  
AR LICENSE NUMBER

RICK FANNIN

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

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

W/C IS NOT INSURANCE.

DECLINES

(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

## 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	435.00
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.

1888 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-483-0112 Fax 724-340-5388

## 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  
Supply and Install new oak trim  
Fix Doors

\$ 1,100.00  
\$ 1,400.00  
\$ 260.00

Total

\$ 2,760.00

Joseph D. Plivolic  
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



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

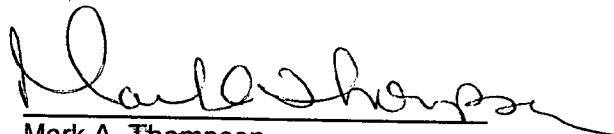
**Please Return Signed Copy to Our Office**

**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



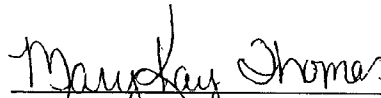
**Verification**

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

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **ANSWER AND NEW MATTER** has been served upon the following known counsel of record this 10<sup>th</sup> day of June, 2004, via United States First-Class Mail, postage prepaid:

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701

**(Counsel for Plaintiffs)**

Kenneth C. Lezzer and Amy Lezzer  
85 Green Ridge Drive  
Clearfield, PA 16830-1191

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

*JPB*  
**FILED** *Ab*  
*m/8:45*  
JUN 14 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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, His  
Wife,

Additional Defendants:

CIVIL DIVISION

NO: 2003-01863-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 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 VERA THOMPSON

Plaintiffs

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, His  
Wife,

Additional Defendants:

CIVIL DIVISION

NO: 2003-01863-CD

**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:

1-28. Paragraphs 1-28 of Plaintiffs' Complaint are incorporated herein as though set forth fully below.

29. Denied. Paragraph 29 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

30. Denied. Paragraph 30 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

31. Denied. Paragraph 31 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

32. Denied. Paragraph 32 is a legal conclusion to which no responsive pleading is required.

33. Denied. To the contrary, all of the Plaintiffs have a direct interest in the outcome of this litigation in that they sustained actual and proximate damages resulting from the drainage issue on the property. The damages asserted are to both to the real and personal property of the Plaintiffs'.

34. Denied. Paragraph 34 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

35. Denied. Paragraph 35 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

36. Admitted.

37. Denied. Paragraph 37 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

38. Denied. Paragraph 38 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

39. Denied. Paragraph 39 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

40. Denied. Paragraph 40 of Defendants' New Matter constitutes a legal conclusion to which no responsive pleading is required.

41. Denied. Paragraph of Defendants' New Matter constitutes a legal conclusion to 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.

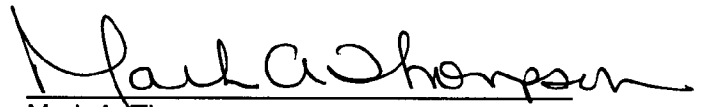
Respectfully submitted,

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: 6-14-04



### VERIFICATION


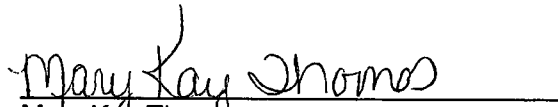
I verify that the statements made in the foregoing New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
Verna Thompson

Date: 6-14-04

### 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: June 14, 2004

**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 16<sup>th</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 17 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

Prothonotary/Clerk of Courts

William A. Shaw

JUN 17 2004

FILED

N<sup>O</sup>

cc

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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, HIS  
WIFE,

Additional Defendants.

) CIVIL DIVISION

) No: 2003-01863-CD

) **COMPLAINT TO JOIN ADDITIONAL**  
) **DEFENDANTS**

) Filed on behalf of:

) **Defendant, Township of Lawrence,**  
) **Clearfield County, Pennsylvania**

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
) PA ID # 85070

) **MARSHALL, DENNEHEY, WARNER,**  
) **COLEMAN & GOGGIN**

) US Steel Tower, Suite 2900  
) 600 Grant Street  
) Pittsburgh, PA 15219  
) (412) 803-1140

) **JURY TRIAL DEMANDED**  
)

**FILED**

**JUN 28 2004**

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William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMAS, and MARY KAY THOMAS, his	)	
wife, and VERA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs,	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE,	)	
CLEARFIELD, COUNTY,	)	
PENNSYLVANIA,	)	
	)	
Defendant,	)	
v.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL	)	
ENTERPRISES, AND AMY LEZZER, HIS	)	
WIFE,	)	
	)	
Additional Defendants	)	

**NOTICE TO DEFEND**

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

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

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830**

**(814) 765-2641, Ext. 50-51**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMAS, and MARY KAY THOMAS, his	)	
wife, and VERA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE,	)	
CLEARFIELD, COUNTY,	)	
PENNSYLVANIA,	)	
	)	
Defendant.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL	)	
ENTERPRISES, AND AMY LEZZER, HIS	)	
WIFE,	)	
	)	
Additional Defendants	)	
	)	

**COMPLAINT TO JOIN ADDITIONAL DEFENDANTS**

AND NOW, comes Defendant, Township of Lawrence, Clearfield County, Pennsylvania, by and through its attorneys, CHRISTIAN D. MARQUIS, ESQUIRE, and MARSHALL, DENNEHEY, WARNER, COLEMAN AND GOGGIN and files the within Complaint to Join Additional Defendants, and states in support thereof the following:

1. Upon information and belief, Additional Defendants Kenneth C. Lezzer t/d/b/a as KCL Enterprises and Amy Lezzer, his wife, reside at 85 Greenridge Drive, Clearfield, PA 16830 and have a place of business and/or reside at P.O. Box 21, Michilin Street, Curwensville, PA 16833.

2. Upon information and belief, Additional Defendant KCL Enterprises conducts business as a land developer and has a place of business at P.O. Box 21, Michilin Street, Curwensville, PA 16833 and/or 85 Greenridge Drive, Clearfield, PA 16830.

3. On or about March 8, 2001, land developer KCL Enterprises and Kenneth C. Lezzer submitted a Subdivision and Land Development Application to Defendant Township of Lawrence to develop the KCL Enterprises Subdivision in the Township of Lawrence, Clearfield County, Pennsylvania.

4. The aforementioned Subdivision and Land Development Application for the KCL Enterprises Subdivision was reviewed by the Township of Lawrence Planning Commission on March 13, 2001 and approved by the Township of Lawrence Board of Supervisors on March 20, 2001.

5. During the application process, the Additional Defendants did not put up a bond for the KCL Enterprises Subdivision most likely because it was submitted as a minor subdivision.

6. Upon information and belief, Additional Defendants Kenneth C. Lezzer and Amy Lezzer own their residence and parcel of property located at 85 Greenridge Drive, Clearfield, PA 16830 and said residence and parcel of property is located within the KCL Enterprises Subdivision.

7. Upon information and belief, Plaintiff Mark A. Thompson is the owner of two adjoining parcels of real property located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Township of Lawrence, Pennsylvania 16830, which said parcels adjoin the KCL Enterprises Subdivision and the residence and parcel of property owned by Additional Defendants Kenneth C. Lezzer and Amy Lezzer.

8. Upon information and belief, Plaintiffs William Thomas and Mary Kay Thomas, his wife, and Verna Thompson reside in the two aforementioned adjoining parcels of real property located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830, which said parcels adjoin the KCL Enterprises Subdivision and



the residence and parcel of property owned by Additional Defendants Kenneth C. Lezzer and Amy Lezzer.

9. On or about December 19, 2003, Plaintiffs commenced the within action via the filing of a Praecipe for a Writ of Summons.

10. On or about February 17, 2004, Plaintiffs filed a Complaint entitled "Action in Mandamus" against Defendant Township of Lawrence. A copy of said Complaint is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth at length herein.

11. On or about March 17, 2004, Defendant Township of Lawrence filed its Praecipe for Writ of Summons to Join the Additional Defendants.

12. On or about June 14, 2004, Defendant Township of Lawrence filed its Answer and New Matter to Plaintiffs' Complaint. A copy of said Answer and New Matter is attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth at length herein.

13. Plaintiffs also on or about March 17, 2004 filed a Complaint in Civil Action directly against the Additional Defendants named herein. A copy of said Complaint is attached hereto as Exhibit "C" and incorporated herein by reference as if fully set forth at length herein.

14. To the extent that it is judicially determined that Defendant Township of Lawrence is liable to the Plaintiffs for any or all of the relief requested, which is expressly denied as set forth in its Answer and New Matter to Plaintiff's Complaint which is attached hereto as Exhibit "B" and incorporated herein by reference, Defendant Township of Lawrence requests contribution and/or indemnification for any damages owing to the Plaintiffs and/or for any other amounts that may be required to be expended by the Township of Lawrence based on the allegations set forth in Plaintiffs' Complaint attached hereto as Exhibit "A" and the allegations of Plaintiffs' Complaint attached hereto as Exhibit "C", which are both incorporated herein by reference and

set forth against the Additional Defendants for purposes of this claim, such damages being expressly denied, for the reason that if Defendant Township of Lawrence is liable to the Plaintiffs in any way whatsoever, the Township of Lawrence's liability will be secondary, while Additional Defendants, as the developers and adjoining property owners will have primary liability either individually or jointly based on the allegations of Plaintiffs' Complaints.


15. In the event that Plaintiffs recover any judgment against Defendant Township of Lawrence herein, the Township of Lawrence asserts a right of indemnity and/or contribution against the Additional Defendants.

WHEREFORE, Defendant Township of Lawrence respectfully requests that this Honorable Court enter judgment in its favor and against Additional Defendants, Kenneth C. Lezzer t/d/b/a as KCL Enterprises and Amy Lezzer, his wife for any amounts awarded in favor of Plaintiffs and/or for any other amounts that may be required to be expended by the Township of Lawrence, and for such other additional relief as the Court may deem appropriate including costs and attorney's fees if applicable.

**JURY TRIAL DEMANDED**

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By:   
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania



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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant

CIVIL DIVISION

CASE NUMBER: No. 2003-01863-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

**EXHIBIT**

**A**

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

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

Plaintiffs,

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant.

No. 2003-01863-CD

ACTION IN MANDAMUS

**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

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

Plaintiffs,

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant.

No. 2003-01863-CD

ACTION IN MANDAMUS

**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 Action in Mandamus 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. Defendant, Township of Lawrence, Clearfield County, Pennsylvania, is a municipal corporation under the laws of this Commonwealth.

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 KCL Enterprises's subdivision, more specifically described in the deeds, copies of which are attached hereto and made a part hereof as Exhibit 1.

6. The land developer, KCL Enterprises, 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.

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.

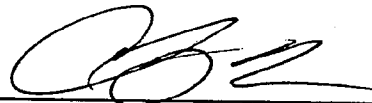
26. Pursuant to the Pennsylvania Municipal Code at 53 P.S. § 10511, Lawrence Township is granted the power to enforce implementation of the Erosion and Sedimentation Control Plan and Storm Water Management Plan.

27. The Lawrence Township Supervisors have a legal obligation to enforce completion of the plans by the developer, KCL Enterprises.

28. The Lawrence Township Supervisors have a legal obligation to expend the necessary money from the developer's bond to complete the plans should the developer fail to comply.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter an Order 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 developer's bond to pay for the completion of the work, and enter such additional relief as is just and appropriate under the circumstances.

Respectfully submitted,



---

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

*Sandra C. Luzzo* By *Kenneth C. Lezzer* (SEAL)  
Kenneth C. Lezzer

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

*James A. Naddeo*  
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
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER 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	
NADDEO & 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:

Marcella A. Liptak

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:

MID-EAST OIL COMPANY

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

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, 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:





For Official Use Only

File No. 123-49-32

Date Received: 3-8-01

Official Submission Date: 3-8-01

Decision Date: 3-20-01

Decision Date: 3-20-01

**EXHIBIT 2**

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. AMERTON 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) \_\_\_\_\_

# MOVEMENTS DESCRIPTION

	Unit	Estimated Cost	
Length of New Roads (LF)	340'	?	Public
Length of Curbs (LF)	340'(x2)		Private
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

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

Signature of Applicant  
(if other than owner)

## FINAL PLAN REVIEW AND APPROVAL

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

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

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 regarding 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

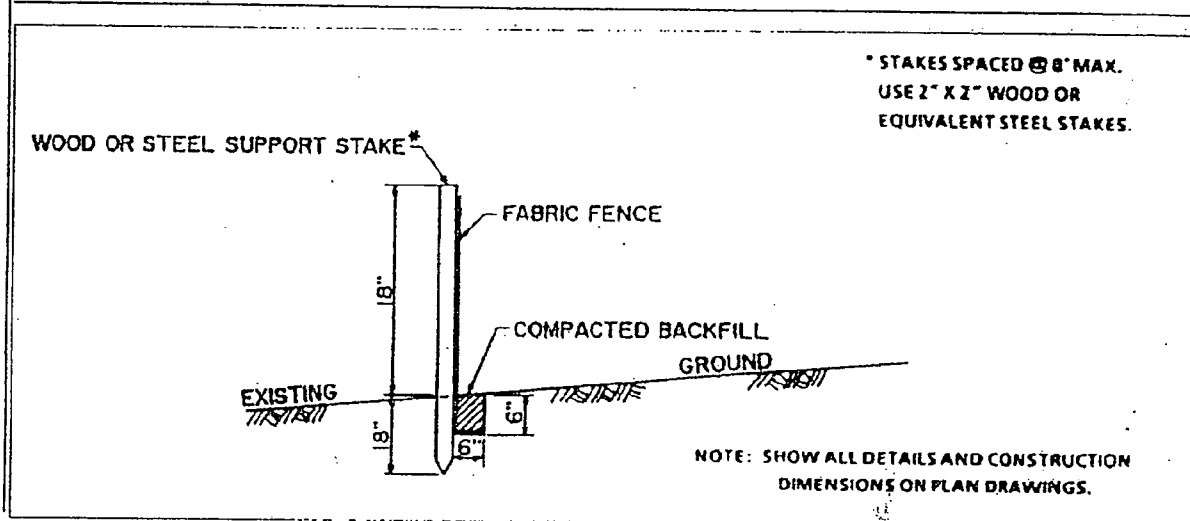
APPENDIX A  
STANDARD WORKSHEETS AND CONTROL STRUCTURE DETAILS  
KCL Enterprises Erosion and Sedimentation Control Plan

## 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  
CHECKED BY: DATE: March, 2001  
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.

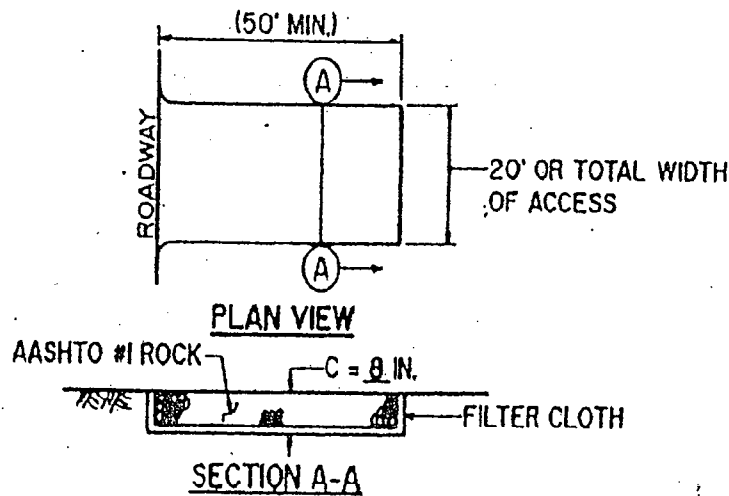
Sediment must be removed where accumulations reach 2' the above ground height of the fence.

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.



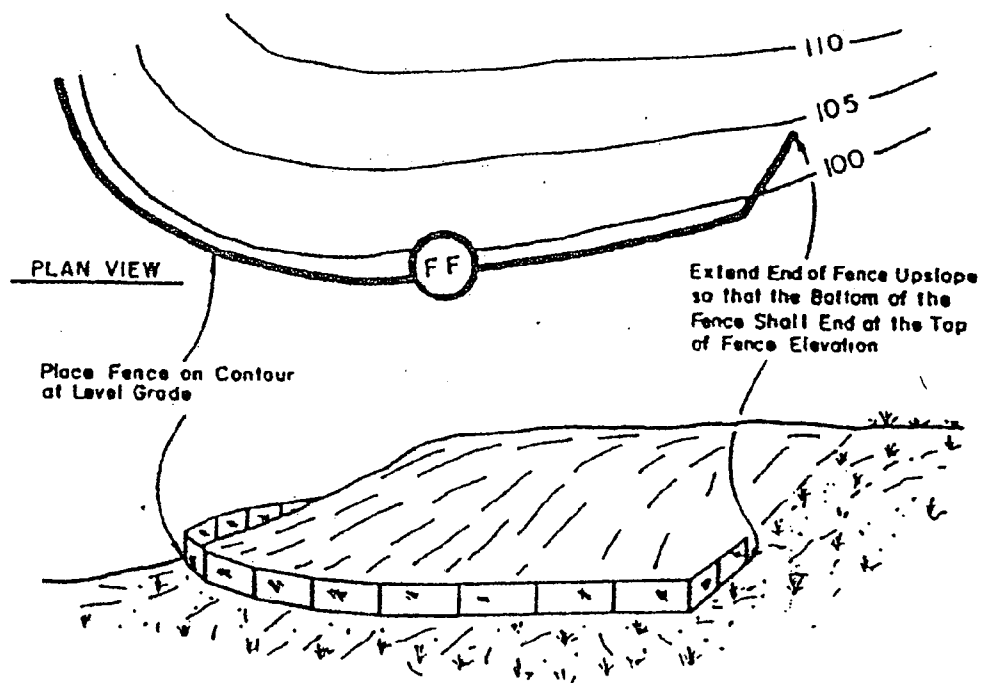
EROSION AND SEDIMENTATION CONTROL PLAN  
STANDARD CONSTRUCTION DETAIL  
ROCK CONSTRUCTION ENTRANCE



**MAINTENANCE:**

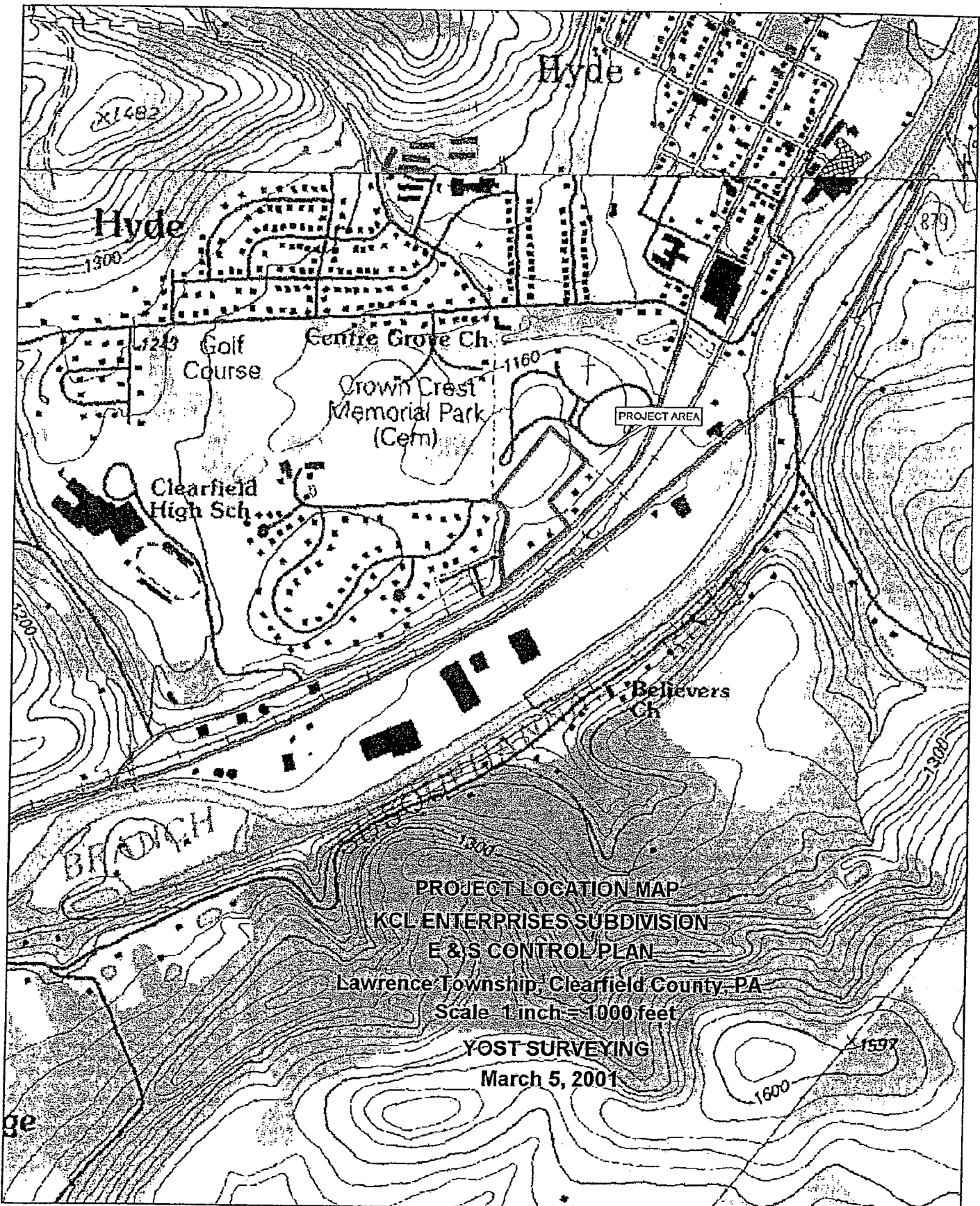
Rock Construction Entrance thickness will be constantly maintained to the specified dimensions by adding rock. A stockpile of rock material will be maintained on the site for this purpose. At the end of each construction day, all sediment deposited on public roadways will be removed and returned to the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

## FILTER FABRIC FENCE INSTALLATION



From Erosion and Sediment Pollution Control Manual (1990)

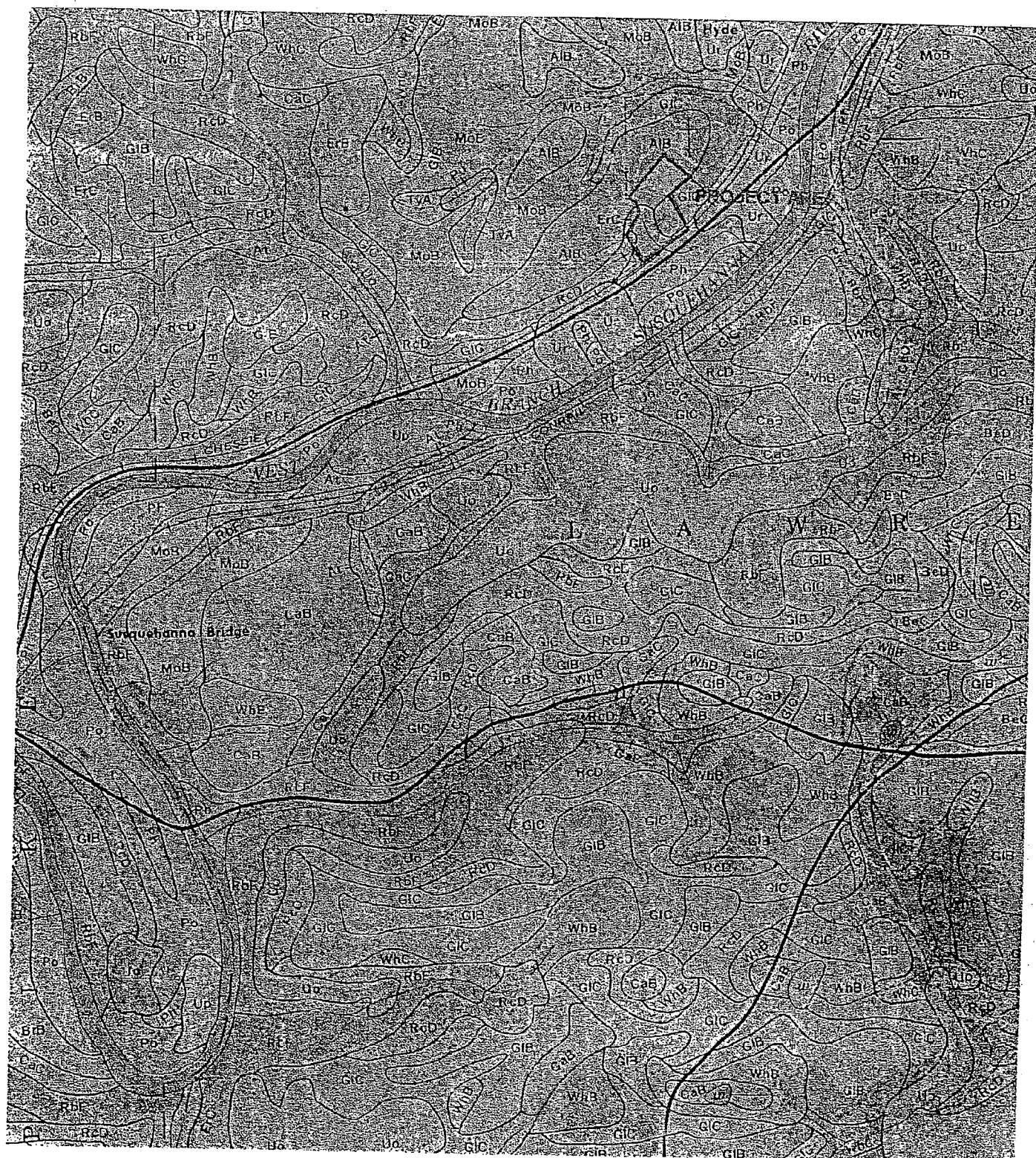
MAPS  
KCL Enterprises Erosion and Sedimentation Control Plan



Q

Scale 1 = 20,000

March 5, 2001



**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>
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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) 765-4651  
FAX (814) 765-6268  
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

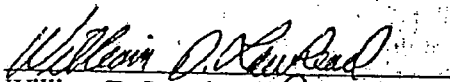
Dear Mr. Hubert:

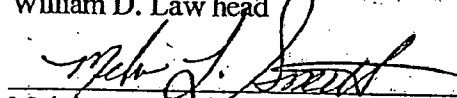
Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on 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.

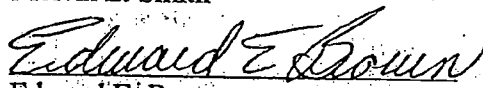
It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and 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,

  
William D. Lawhead

  
Melvin L. Smith

  
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,

A handwritten signature in cursive script that reads "Hope A. Martin".

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.

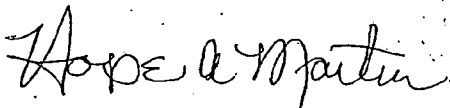
Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. 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".

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 therefrom are *damnum absque injuria*, even though alluvial.



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

(814) 765-9081  
FAX (814) 765-5007  
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>



# Miller - Lykens Quality Cleaning

Professional Commercial and Business Cleaning

Lee Lykens  
Denny Miller  
814-765-6020

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Bill To: Bill & Mary Kay Thomas  
Clearfield, PA 16830

Prespray with sanitiser and			
buffer 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	

THANK YOU

FREE ESTIMATES

STATEMENT

DATE SEPT. 26, 2003

CLEARFIELD, PA 16830

[illegible]

Reorder Item #5131, Printed in U.S.A.

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

CONTRACT  
NUMBER

DATE AND  
TIME IN

DATE AND  
TIME OUT

INVOICE  
NUMBER

4945

13278

08/13/2003

12:26 PM

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

RENTED BY

CHECKED IN BY

AGENT'S NAME

JOB LOCATION

ELAINE BOWMAN

RICK FANNIN

DRIVER'S 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/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/AmtChgd: 1/ 66.00	0	1	WKL 25.00		1	4		08/13/2003 12:26 PM	66.00

DECLINE WAIVER CHARGE (DWC) \_\_\_\_\_ %  
DECLINE CHARGE. RENTER MAY, BY SIGNING THIS  
DECLINE, ON, DECLINE BENEFITS OF PARAGRAPH 12,  
DECLINE WAIVER, ON REVERSE SIDE OF THIS  
TRACT.

IS NOT INSURANCE.

DECLINES

(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.

Renter'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	435.00
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.

1666 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-453-0112 Fax 724-340-5388

## 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 instal new baseboard

\$ 1,100.00

Supply and instal new oak trim

\$ 1,400.00

Fix Doors

\$ 260.00

Total

\$ 2,760.00

Joseph D. Plivelic  
President



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

**INVOICE**

Invoice date: 8/22/03

To: Mr. Bill Thomas  
Clearfield, PA 16830

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**Project Reference:**

Thompson Properties storm water management concept plan

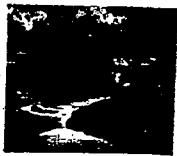
**Description of Services:**

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**

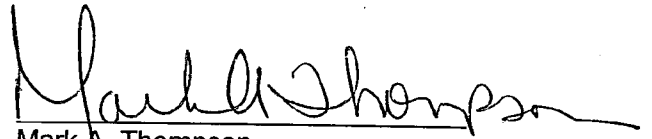


**Verification**

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.

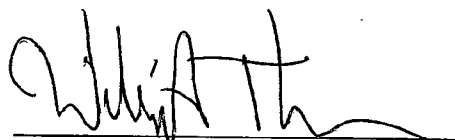
Date: \_\_\_\_\_

2/10/04

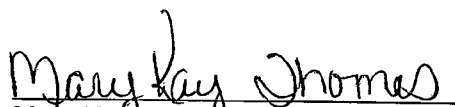
  
Mark A. Thompson

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

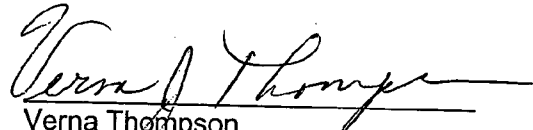
Date: 2/10/04

  
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: 2-9-04

  
Verna Thompson

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

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

Plaintiffs,

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendant.

No. 2003-01863-CD

ACTION IN MANDAMUS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Complaint filed at the above captioned number was served upon the individual listed below by first class United States mail, postage prepaid at Indiana Pennsylvania, this 17<sup>th</sup> day of February, 2004.

Christian D. Marquis, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
US Steel Tower, Suite 2900  
600 Grant Street  
Pittsburgh, PA 15219



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



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.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD, COUNTY,  
PENNSYLVANIA,

Defendant,

vs.

KENNETH C. LEZZER, t/d/b/a KCL  
ENTERPRISES, AND AMY LEZZER, HIS  
WIFE,

Additional Defendants.

To Plaintiffs: You are hereby notified to plead  
to the enclosed Answer and New Matter within  
twenty (20) days from the service hereof or a  
default judgment may be entered against you.

Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

) CIVIL DIVISION

) No: 2003-01863-CD

) ANSWER AND NEW MATTER

) Filed on behalf of:  
) Defendant, Township of Lawrence,  
) Clearfield County, Pennsylvania

) Counsel of Record:

) CHRISTIAN D. MARQUIS, ESQUIRE  
) PA ID # 85070

) MARSHALL, DENNEHEY, WARNER,  
) COLEMAN & GOGGIN

) US Steel Tower, Suite 2900

) 600 Grant Street

) Pittsburgh, PA 15219

) (412) 803-1140

) JURY TRIAL DEMANDED

\\12\_ALIAB\CBM\LLPG312363\TKC\05130\00491

EXHIBIT

B

FILED  
JUN 14 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
	)	
	)	No: 2003-01863-CD
	)	
Plaintiffs	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE, CLEARFIELD, COUNTY, PENNSYLVANIA,	)	
	)	
	)	
Defendant.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL ENTERPRISES, AND AMY LEZZER, HIS WIFE,	)	
	)	
	)	
Additional Defendants	)	
	)	

**ANSWER AND NEW MATTER**

AND NOW, comes Defendant, Township of Lawrence, Clearfield County, Pennsylvania, by and through its attorneys, CHRISTIAN D. MARQUIS, ESQUIRE, and MARSHALL, DENNEHEY, WARNER, COLEMAN AND GOGGIN and files the within Answer and New Matter, and states in support thereof the following:

1. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 1 of Plaintiffs' Complaint, therefore said averments are denied.

2. Upon information and belief, the averments of paragraph 2 of Plaintiffs' Complaint are admitted. However, this Defendant denies that Plaintiffs William Thomas and Mary Kay Thomas own their place of residence.

3. Upon information and belief, the averments of paragraph 2 of Plaintiffs' Complaint are admitted. However, this Defendant denies that Plaintiff Verna Thompson owns her place of residence.

4. The averments of paragraph 4 of Plaintiffs' Complaint are admitted.

5. The averments of paragraph 5 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, only Plaintiff Mark A. Thompson is the owner of the parcels of real property located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830, of which both parcels adjoin the KCL Enterprises subdivision.

6. The averments of paragraph 6 of Plaintiffs' Complaint are admitted. By way of further response, the subdivision and land development application attached to Plaintiffs' Complaint as Exhibit "2" speaks for itself.

7. The averments of paragraph 7 of Plaintiffs' Complaint are admitted. By way of further response, the erosion and sedimentation control plan attached to Plaintiffs' Complaint as Exhibit "3" speaks for itself.

8. The averments of paragraph 8 of Plaintiffs' Complaint are admitted. By way of further response, the storm water management plan attached to Plaintiffs' Complaint as Exhibit "4" speaks for itself.

9. The averments of paragraph 9 of Plaintiffs' Complaint are admitted.



10. The averment "at all relevant times hereto" as contained in paragraph 10 of Plaintiffs' Complaint is denied as said averment is vague and overbroad. The remaining averments of paragraph 10 of Plaintiffs' Complaint are also denied; to the contrary, upon information and belief the erosion and sedimentation control and storm water management plans were implemented as prepared by Yost Surveying.

11. The averments of paragraph 11, subparagraphs (a) through (e) inclusive, of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, the provisions of the plans were completed.

12. The averments of paragraph 12 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, during construction, the erosion and sedimentation control plan was followed to the best of the Lawrence Township Supervisors' knowledge. Upon information and belief, the storm water management plan was also followed to the best of the Lawrence Township Supervisors' knowledge.

13. The averments of paragraph 13 of Plaintiffs' Complaint are denied; to the contrary, upon information and belief, all downspouts are connected to the sumps. By way of further response, the correspondence attached to Plaintiffs' Complaint as Exhibit "5" speaks for itself. However, the author of the correspondence attached to Plaintiffs' Complaint as Exhibit "5" is not a licensed professional engineer, nor were any statements made therein confirmed and/or verified by a licensed professional engineer.

14. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 14 of Plaintiffs' Complaint, therefore said averments are denied.

15. The averments of paragraph 15 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent a response may be required, the averments of paragraph 15 of Plaintiffs' Complaint are denied. By way of further response, to the extent that the averments of paragraph 15 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

16. The averments of paragraph 16 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent a response may be required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 16 of Plaintiffs' Complaint, therefore said averments are denied. By way of further response, to the extent that the averments of paragraph 16 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

17. The averments of paragraph 17 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 17 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 17 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

18. The averments of paragraph 18 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 18 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 18 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

19. The averments of paragraph 19 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 19 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 19 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

20. The averments of paragraph 20 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 20 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 20 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by

reference its responses to said averments as though said responses are fully set forth at length herein.

21. The averments of paragraph 21 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 21 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 21 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

22. The averments of paragraph 22 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response is required, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 22 of Plaintiffs' Complaint, therefore said averments are denied. To the extent that the averments of paragraph 22 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

23. The averments of paragraph 23 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments of paragraph 23 of Plaintiffs' Complaint are denied. To the extent that the averments of paragraph 23 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs'

Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

24. The averments of paragraph 24 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, which is denied, the averments of paragraph 24 of Plaintiffs' Complaint are denied. To the extent that a further response may be required and to the extent that the averments of paragraph 24 of Plaintiffs' Complaint incorporate averments set forth elsewhere in Plaintiffs' Complaint, Defendant incorporates herein by reference its responses to said averments as though said responses are fully set forth at length herein.

25. The averments of paragraph 25 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, which is denied, the averments of paragraph 25 of Plaintiffs' Complaint are denied; to the contrary, Plaintiffs do have another adequate remedy at law that being to pursue a direct cause of action against the developer and/or owner KC Lezzer t/d/b/a KCL Enterprises, and his wife, Amy Lezzer, as they have done so at civil action number 2003-1862 in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the Complaint in that matter is attached hereto as Exhibit "1".

26. The averments of paragraph 26 of Plaintiffs' Complaint constitute conclusions of law to which no response is required.

27. The averments of paragraph 27 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments of paragraph 27 of Plaintiffs' Complaint are denied.

28. The averments of paragraph 28 of Plaintiffs' Complaint constitute conclusions of law to which no response is required. To the extent that a response may be required, the averments

of paragraph 28 of Plaintiffs' Complaint are denied. By way of further response, upon information and belief, no developer's bond was ever obtained.

WHEREFORE, Defendant, Township of Lawrence, respectfully requests that this Honorable Court dismiss Plaintiffs' Complaint with prejudice and enter judgment in its favor.

**JURY TRIAL DEMANDED.**

**NEW MATTER**

29. Defendant asserts all privileges and immunities as preserved in the doctrine of governmental immunity as set forth in the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. §8541, *et seq.*

30. Defendant asserts that any damages that may be recoverable from it are limited and/or barred pursuant to the Political Subdivision Tort Claims Act, 42 Pa.C.S. §8541, *et seq.*

31. Any and all damages allegedly sustained by the Plaintiffs, if any, are the result of superseding, intervening and/or independent cause or causes over which Defendant had no control or in any way participated.

32. Any and all damages allegedly sustained by the Plaintiffs are the direct and proximate result of the conduct and/or omissions of other persons, parties, forces and/or conduct for which Defendant is not responsible, did not participate in or control.

33. At all relevant times hereto, only Plaintiff Mark A. Thompson owned the parcels of real property and homes that are located at 2329 Washington Avenue and 2295 Washington Avenue, Clearfield, Lawrence Township, Pennsylvania 16830. Therefore, the remaining Plaintiffs have no standing to bring this action and have no direct interest in the outcome of this litigation.

34. To the extent that liability is found against this Defendant, which is denied, said liability is secondary to that of Kenneth C. Lezzer, who is also believed to be t/d/b/a KCL

Enterprises, and Amy C. Lezzer, since their liability is primary and since they own the neighboring parcel of land.

35. Additional Defendants Kenneth C. Lezzer, who is also believed to be t/d/b/a KCL Enterprises, and Amy C. Lezzer are directly liable to the Plaintiffs should liability be found on the claims raised in Plaintiffs' Complaint.

36. Plaintiffs have commenced a civil action at docket number 2003-1862 against Kenneth C. Lezzer and Amy Lezzer, his wife, and t/d/b/a KCL Enterprises, in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the Complaint is attached hereto as Exhibit "1".

37. Plaintiffs therefore have another adequate remedy at law.

38. Plaintiffs have no clear legal right to the relief requested.

39. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

40. Plaintiffs' claims may be barred by the applicable statute of limitations.

41. Plaintiffs never gave the six month notice prerequisite to action against a government unit pursuant to 42 Pa.C.S. §5522.

WHEREFORE, Defendant, Township of Lawrence, respectfully requests that this Honorable Court dismiss Plaintiffs' Complaint with prejudice and enter judgment in its favor.

**JURY TRIAL DEMANDED.**

Respectfully submitted,

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

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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.

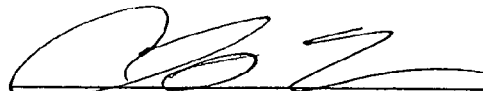
30. The Defendants have a duty to comply with the Erosion and Sedimentation Control and Storm Water Management Plans as approved by the Lawrence Township Supervisors.

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', with a horizontal line drawn underneath it.

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

Linda C. Lezzer By Kenneth C. Lezzer (SEAL)

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

James A. Naddeo  
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

RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER 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

NADDEO & 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:

Marcella A. Lytack

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:

MID-EAST OIL COMPANY

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

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

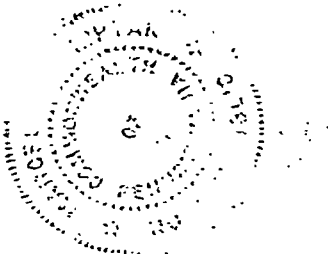
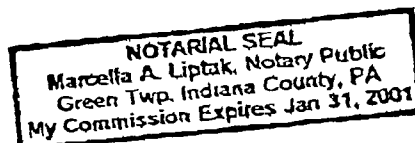
COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF INDIANA :

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 (5 <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) \_\_\_\_\_



# MOVEMENTS 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	✓		
Sewage 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

Samuel B. Yost, PLS

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

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

BR 2, Box 111

Clearfield, Pennsylvania 16830

Telephone: (814) 768-9611

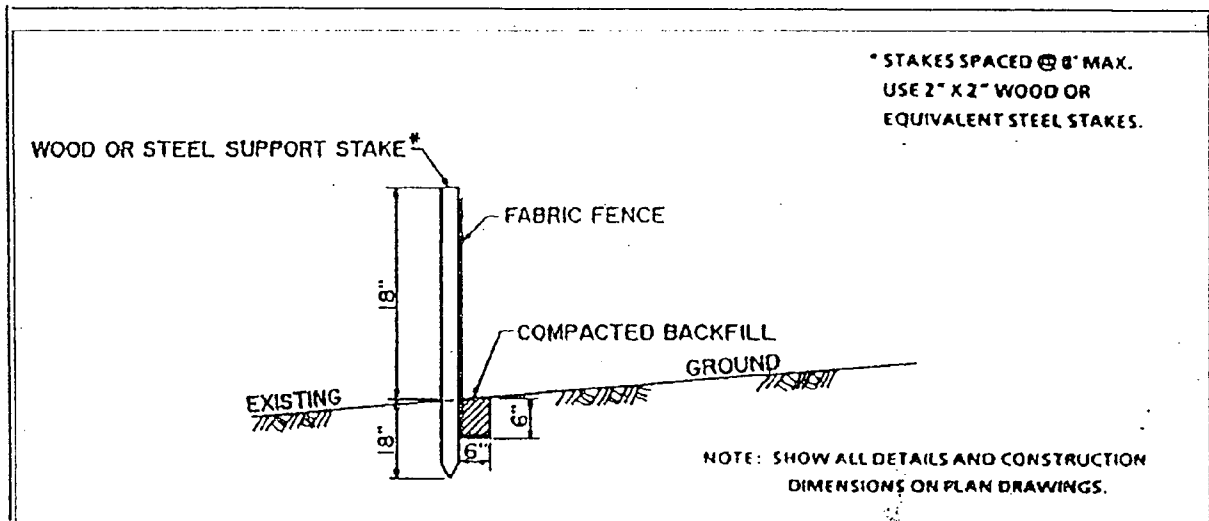
APPENDIX A  
STANDARD WORKSHEETS AND CONTROL STRUCTURE DETAILS  
KCL Enterprises Erosion and Sedimentation Control Plan

## 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:



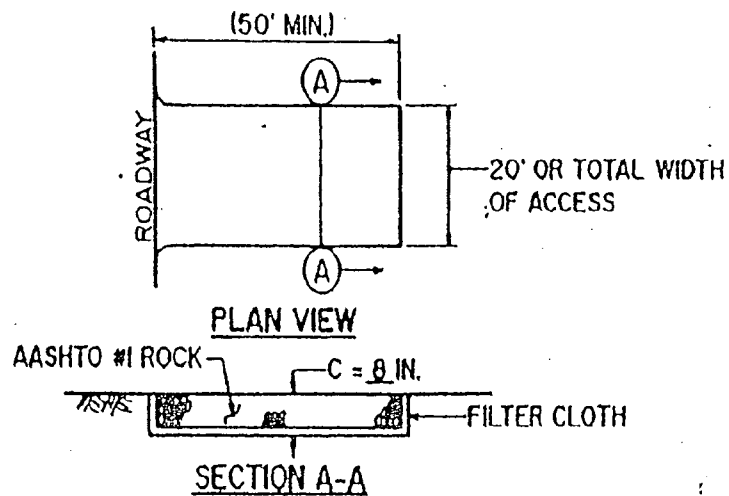
Filter fabric fence must be installed at level grade. Both ends of each fence section must be extended at least 8 feet upslope at 45 degrees to the main fence alignment.

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.

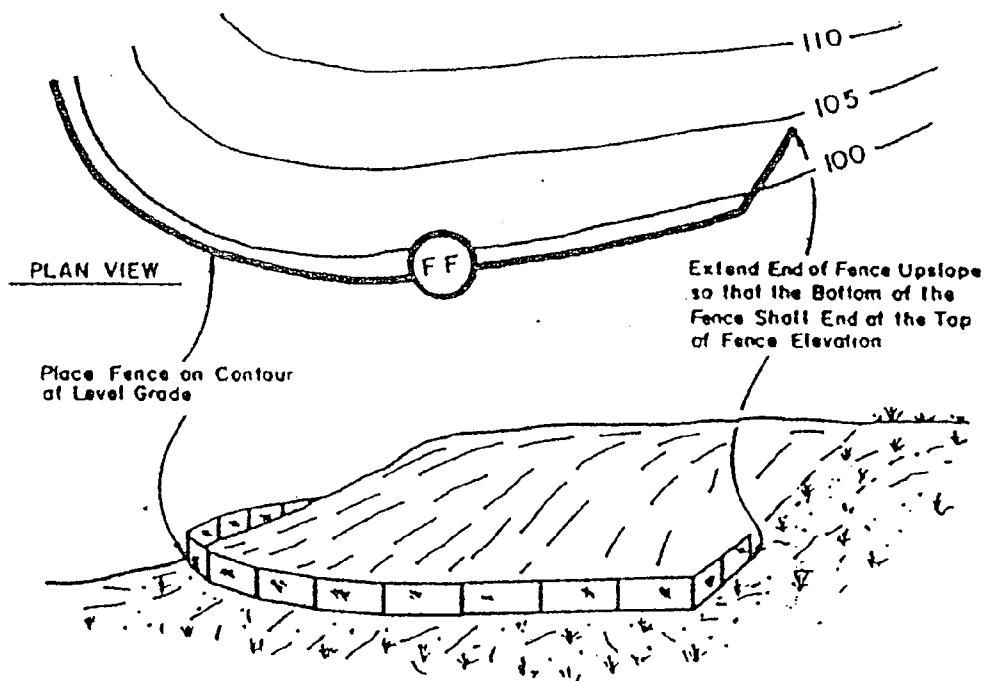
EROSION AND SEDIMENTATION CONTROL PLAN  
STANDARD CONSTRUCTION DETAIL  
ROCK CONSTRUCTION ENTRANCE



**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



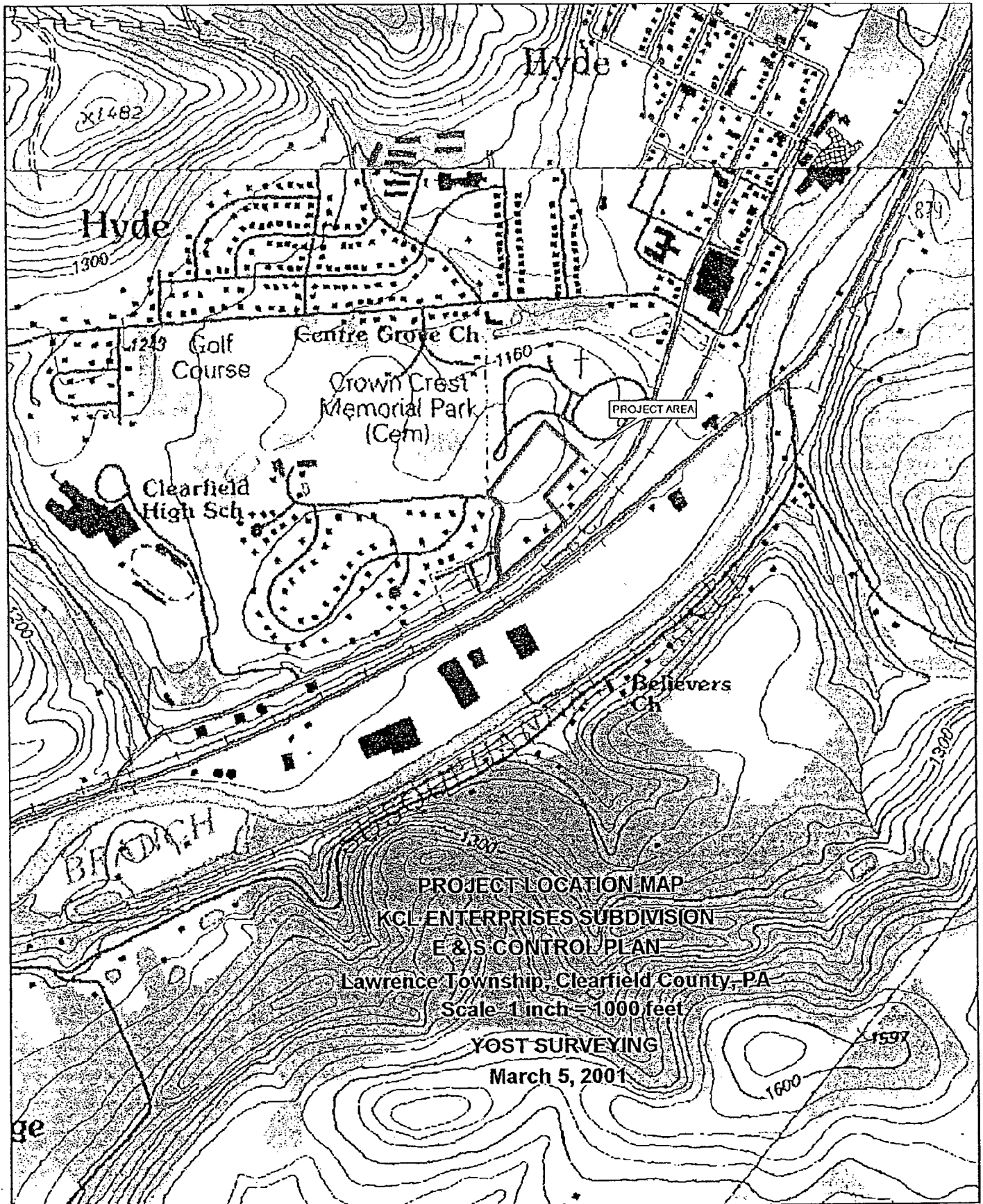
From Erosion and Sediment Pollution Control Manual (1990)



MAPS

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KCL Enterprises Erosion and Sedimentation Control Plan



SOIL CLASSIFICATION

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

KCL ENTERPRISES SUBDIVISION  
Lawrence Township, Clearfield County

Scale 1 = 20,000

YOST SURVEYING

March 5, 2001



**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) 766-0176



P.O. BOX 508  
CLEARFIELD, PA. 16830

SECRETARY-TREASURER  
BARBARA SHAFFNER

(814) 766-4551  
FAX (814) 766-5258  
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

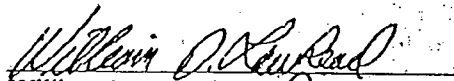
Dear Mr. Hubert:

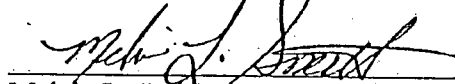
Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on 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.

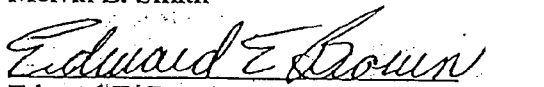
It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and 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,

  
William D. Law head

  
Melvin L. Smith

  
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,

A handwritten signature in cursive script that reads "Hope A. Martin".

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.

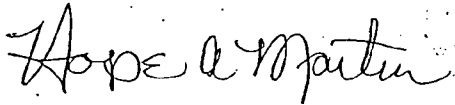
Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. 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.



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

(814) 765-9081  
 FAX (814) 765-5007  
 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>

# Miller - Lyke : Quality Cleaning

Professional Commercial and Business Cleaning

Lee Lykens  
Denny Miller  
814-765-6020

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Bill To: Bill & Mary Kay Thuman

Clearfield, PA 16830

Prespray with sanitiser and		
brush 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 1151		
TOTAL	230	00

THANK YOU

FREE ESTIMATES

STATEMENT

HENRY J. BROWN, INC.

**"Everything Electrical"**  
Furniture and Floor Covering  
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

AR 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

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

WC IS NOT INSURANCE.

DECLINES

(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: BW

Net 30 Day

## *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	435.00
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.

1068 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-483-0112 Fax 724-349-5388

## 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 instal new baseboard

Supply and instal new oak trim

Fix Doors

\$ 1,100.00

\$ 1,400.00

\$ 260.00

Total

\$ 2,760.00

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

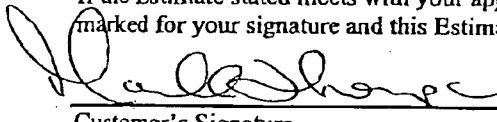
\*No seeding or mulching is included in estimate.

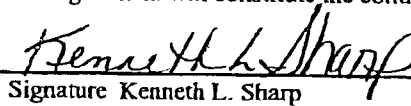
**TERMS: NET 30 DAYS**

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

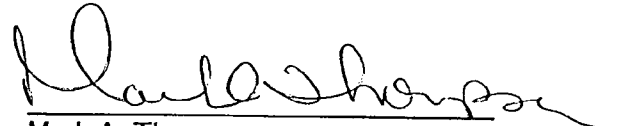
**Please Return Signed Copy to Our Office**

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**

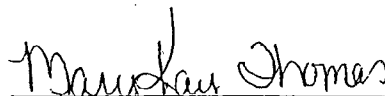
I hereby verify to the best of my knowledge, information, and belief, that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.



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

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

2/10/04

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



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing **ANSWER  
AND NEW MATTER** has been served upon the following known counsel of record this 10<sup>th</sup>  
day of June, 2004, via United States First-Class Mail, postage prepaid:

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(Counsel for Plaintiffs)

Kenneth C. Lezzer and Amy Lezzer  
85 Green Ridge Drive  
Clearfield, PA 16830-1191

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

By: 

CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania



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

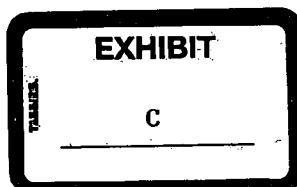
FILED ON BEHALF OF: Plaintiffs

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**

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.

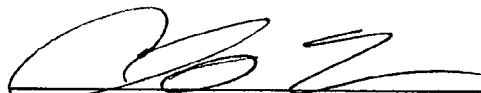
30. The Defendants have a duty to comply with the Erosion and Sedimentation Control and Storm Water Management Plans as approved by the Lawrence Township Supervisors.

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

*Linda C. Lura*

By

*Kenneth C. Lezzer*  
Kenneth C. Lezzer

(SEAL)

### 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

*James A. Naddeo*  
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  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE TRANSFER TAX \$150.00

STATE MORT TAX \$0.50

LAWRENCE TOWNSHIP \$75.00

CLEARFIELD AREA SCHOOLS \$75.00

TOTAL \$315.50

CUSTOMER  
NADDEO & 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:

Marcella A. L. L. L.

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:

MID-EAST OIL COMPANY

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

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, 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:

NOTARIAL SEAL  
Marcella A. Liptak, Notary Public  
Green Twp. Indiana County, PA  
My Commission Expires Jan 31, 2001



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 (5 <sup>104 qrs</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

CURNENSVILLE, 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 AMEERON 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) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# MOVEMENTS 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

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

\_\_\_\_\_  
Signature of Applicant  
(if other than owner)

## 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

Samuel B. Yost, PLS

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

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 regarding 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

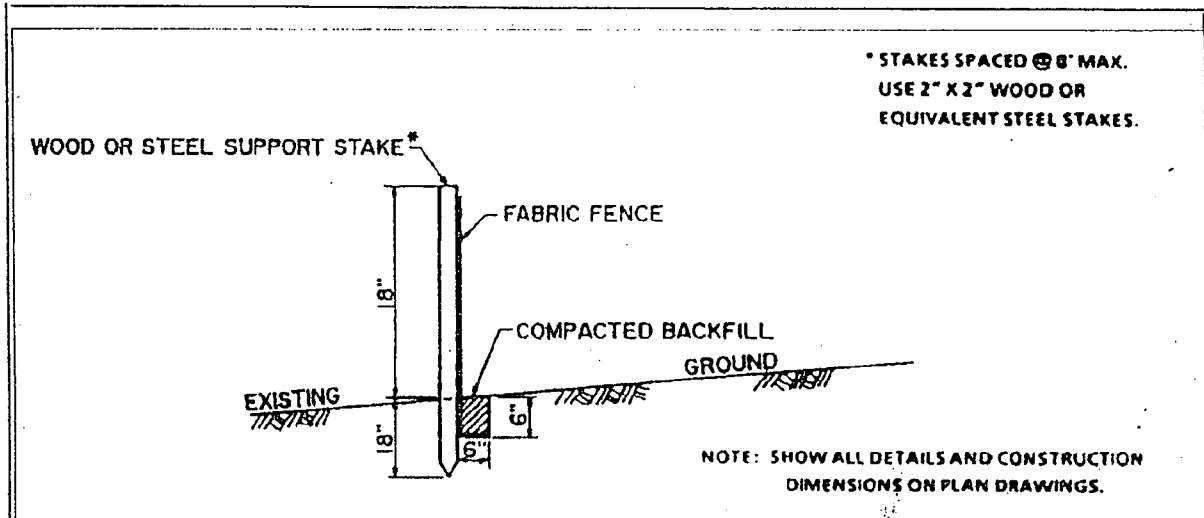
APPENDIX A  
STANDARD WORKSHEETS AND CONTROL STRUCTURE DETAILS  
KCL Enterprises Erosion and Sedimentation Control Plan

## 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  
CHECKED BY: \_\_\_\_\_  
DATE: March, 2001  
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.

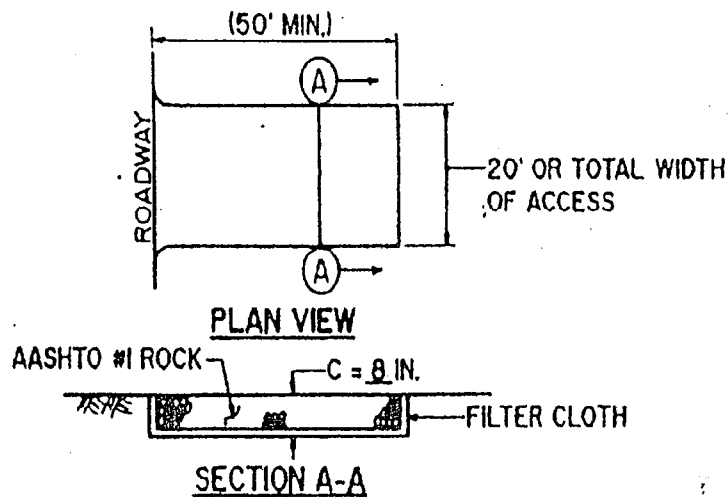
Sediment must be removed where accumulations reach 2' the above ground height of the fence.

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.



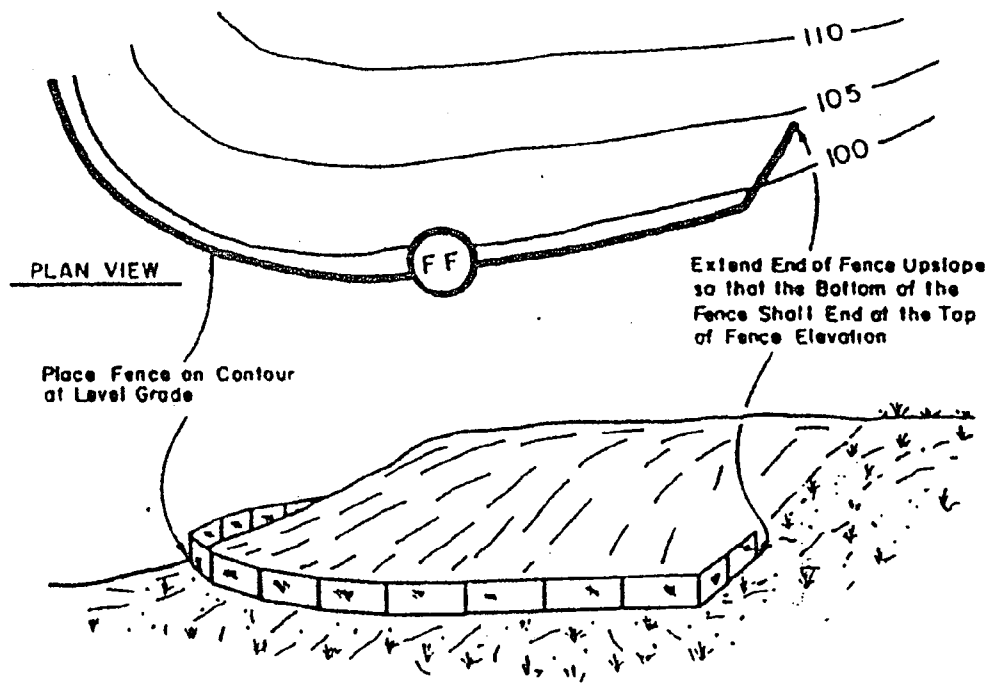
EROSION AND SEDIMENTATION CONTROL PLAN  
STANDARD CONSTRUCTION DETAIL  
ROCK CONSTRUCTION ENTRANCE



**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

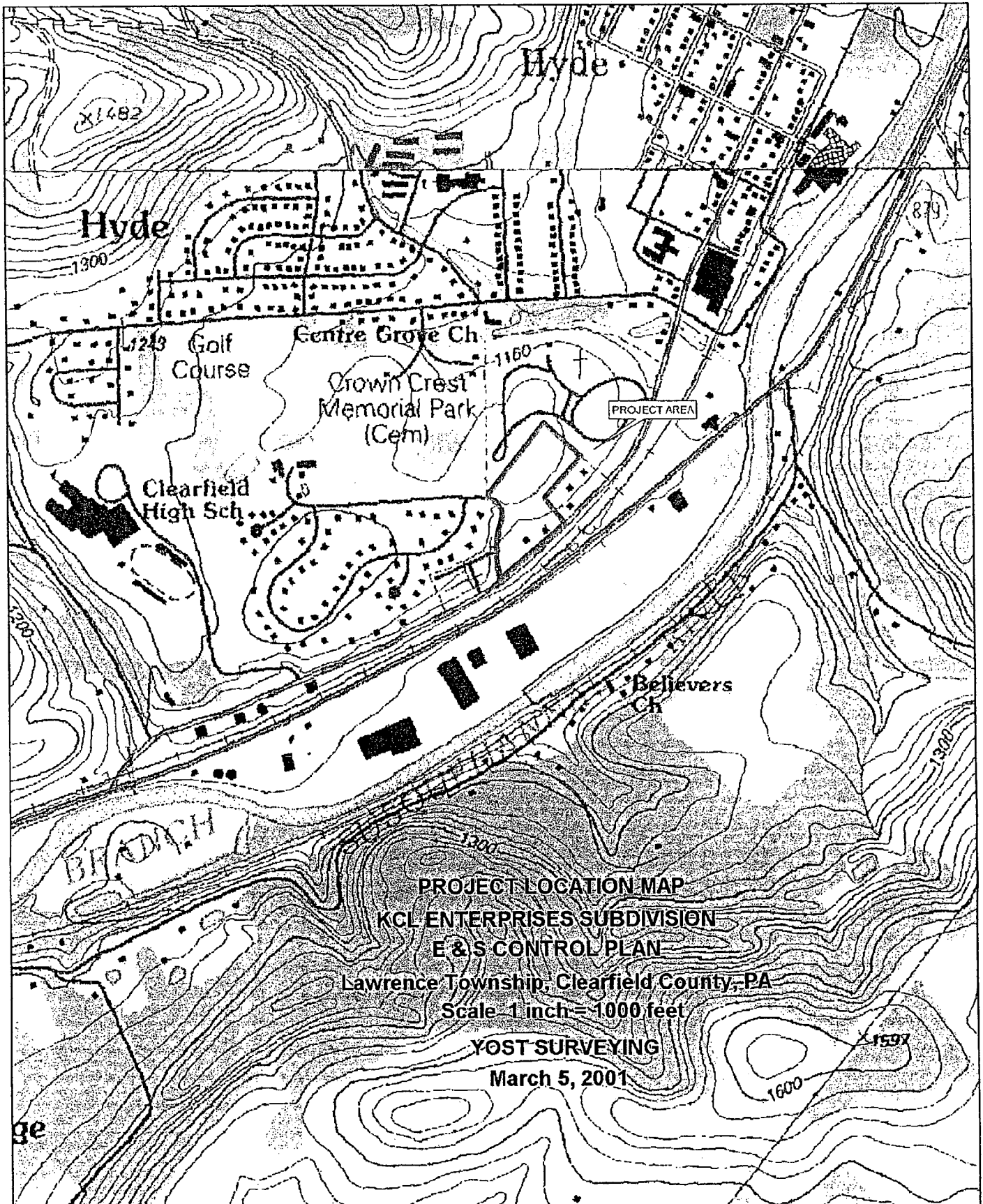


From Erosion and Sediment Pollution Control Manual (1990)

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

**KCL ENTERPRISES SUBDIVISION**  
Lawrence Township, Clearfield County  
Scale 1 = 20,000  
**YOST SURVEYING**  
March 5, 2001



**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) 765-4551

FAX (814) 765-5258

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

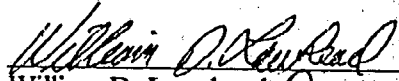
Dear Mr. Hubert:

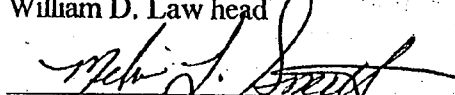
Lawrence Township Board of Supervisors is aware that you are trying to correct conditions due to the heavy storm of June 27, 2001. Due to your dike breaking, the neighboring Thompson property was flooded with water silt and debris. During our investigation of this incident we also observed that the on 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.

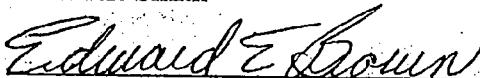
It is our recommendation that the on lot sump be reevaluated due to the amount of flow coming out of the sump during this event; it is our opinion the sump is too small. Increasing the size of the sump may be one remedy for this problem. Another suggestion would be to pipe the water to the highway and 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,

  
William D. Lawhead

  
Melvin L. Smith

  
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.

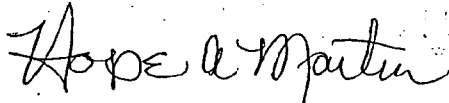
Lawrence Township supervisor Ed Brown and an employee from the road crew after numerous water problems in the township that day was contacted to make an on lot inspection of these properties during this storm; this being the fourth storm he was called to witness, I was with him on two (2) other occasions. 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

§ 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.

|||||

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>



# Miller - Lyke Quality Cleaning

Professional Commercial and Business Cleaning

Lee Lykens  
Denny Miller  
814-765-6020

12 W. Hill Street  
Clearfield, PA 16830

8/7/03

Bill To: Bill & Mary Kay Thomas  
Clearfield, PA 16830

Pre-spray with sanitiser and			
brush 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 1151			
TOTAL	230	00	

THANK YOU

FREE ESTIMATES

### STATEMENT

DATE SEPT. 26, 2003

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

AR 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

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

DWC IS NOT INSURANCE.

DECLINES

(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

## *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	435.00
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.

1046 Waterworks Rd.  
Indiana, PA 15701  
Phone 724-463-0112 Fax 724-349-5388

## 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

\$ 260.00

Total

\$ 2,760.00

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**

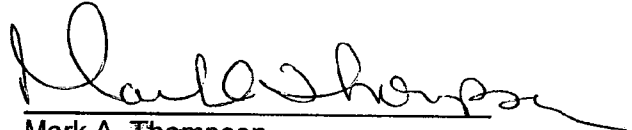


**Verification**

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:

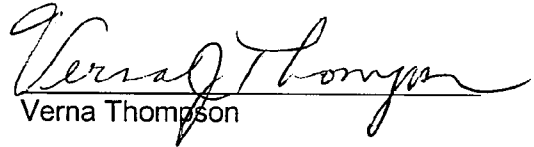
2/10/04

  
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

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

MARK A. THOMPSON, WILLIAM	)	CIVIL DIVISION
THOMAS, and MARY KAY THOMAS, his	)	
wife, and VERA THOMPSON,	)	No: 2003-01863-CD
	)	
Plaintiffs	)	
	)	
v.	)	
	)	
TOWNSHIP OF LAWRENCE,	)	
CLEARFIELD, COUNTY,	)	
PENNSYLVANIA,	)	
	)	
Defendant.	)	
	)	
KENNETH C. LEZZER, t/d/b/a KCL	)	
ENTERPRISES, AND AMY LEZZER, HIS	)	
WIFE,	)	
	)	
Additional Defendants	)	
	)	

VERIFICATION

I, Ed Brown, being duly sworn according to law deposes and says that I am a Supervisor of Lawrence Township and that I am authorized to make this verification on behalf of Lawrence Township and that the facts set forth in the foregoing **Complaint to Join Additional Defendants** are true and correct to the best of my knowledge, information, and belief. This verification is subject to 18 Pa. C.S. §4904 which provides for certain penalties for making false statements.

  
 Ed Brown, Supervisor  
 Township of Lawrence

DATE: 6-23-2004

**CERTIFICATE OF SERVICE**


The undersigned hereby certifies that a true and correct copy of the foregoing **Complaint to Join Additional Defendants** has been served upon the following known counsel of record this 25 day of June, 2004, via U.S. First-Class Mail, postage prepaid:

Christopher S. Welch, Esquire  
Simpson, Kablack & Bell  
834 Philadelphia Street, Suite 200  
Indiana, PA 15701  
(Counsel for Plaintiffs)


Kenneth C. Lezzer and Amy Lezzer  
85 Green Ridge Drive  
Clearfield, PA 16830-1191

**MARSHALL, DENNEHEY, WARNER,  
COLEMAN & GOGGIN**

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

  
CHRISTIAN D. MARQUIS, ESQUIRE  
Attorney for Defendant, Township of  
Lawrence, Clearfield County, Pennsylvania

FILED No cc  
M18:30  
JUN 28 2004

  
William A. Shaw  
Notary/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,

Plaintiffs

vs.

TOWNSHIP OF LAWRENCE,  
CLEARFIELD COUNTY,  
PENNSYLVANIA,

Defendants

CIVIL DIVISION – EQUITY

CASE NUMBER: No. 2003-1863-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

MAR 02 2005 *WAS*  
*m/l 1863/CD*  
William A. Shaw  
Prothonotary/Clerk of Courts

*1 CENT to ATT*

*CENT OF DISC. to*

*ATTY  
+  
C/A*

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

**VS.**

**Defendant.**

## ACTION IN MANDAMUS

By

Christopher S. Welch, Esq.  
Attorney for Plaintiffs



**FILED**

**MAR 02 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

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

**Vs.**

**No. 2003-01863-CD**

**Lawrence Township  
Kenneth C. Lezzer  
KCL Enterprises  
Amy Lezzer**

**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 2, 2005, marked:

Settled, discontinued and ended

Record costs in the sum of \$164.76 have been paid in full by Simpson, Kablack & Bell.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 2nd day of March A.D. 2005.

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William A. Shaw, Prothonotary