

04-717-CD  
HV CAMBERG SERVICES, INC. vs. BOROUGH OF BRISBIN

**H V Camberg Serv. Vs Borough of Brisbin  
2004-717-CD**

Arb 3-1-05

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

\_\_\_\_\_  
Nicole Hanak Bankovich  
S. Casey Bowers

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

February 11, 2005

David Meholic, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Camberg v. Borough of Brisbin  
No. 04-717-CD

Dear Dave:

Enclosed please find Defendant's Pre-Trial Statement relative to the above captioned arbitration.

Thank you for your attention to this matter.

Sincerely,



S. Casey Bowers

SCB/bab  
Enc.

cc: David A. Romani, Esq. (w/enc.)  
J. Richard Lhota, Esq. (w/enc.)  
Christopher E. Mohney, Esq. (w/enc.)  
Warren B. Mikesell, II, Esq. (w/enc.)

**RECEIVED**

**FEB 14 2005**

**COURT ADMINISTRATOR'S  
OFFICE**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., : Type of Case: Civil Action  
a Pennsylvania corporation, :  
Plaintiff : No. 04-717-CD  
vs. : Type of Pleading:  
BOROUGH OF BRISBIN, :  
Defendant : **DEFENDANT'S  
PRE-TRIAL STATEMENT**  
: Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for This  
Party: :  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

RECEIVED

FEB 14 2005

COURT ADMINISTRATOR'S  
OFFICE

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
: :  
BOROUGH OF BRISBIN, :  
a Government Agency, :  
Defendant :  
:

**DEFENDANT'S PRE-TRIAL STATEMENT**

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Pre-Trial Statement as follows:

**I. Brief Statement of the Case.**

Plaintiff, H. V. CAMBERG SERVICES, INC., filed suit against Defendant, BOROUGH OF BRISBIN, to recover money damages for an alleged property loss stemming from a collision between a Borough truck and Plaintiff's Ford Bronco. Said accident occurred on or about February 6, 2004. At the time of the accident, Borough employee, James Moyer, was plowing snow from Bigler Street in Brisbin Borough. At the same time, Harold Camberg was plowing snow from his driveway which intersects Bigler Street. The Camberg Bronco backed out into Bigler Street in the process of clearing his driveway. At that time, the vehicles collided as the Borough truck was backing up on Bigler Street in the process of plowing snow. Plaintiff is seeking money damages in excess of \$2,700.00.

Defendant denies liability and maintains that Plaintiff was negligent in backing out onto Bigler Street without watching for oncoming traffic.

In the event that this Board of Arbitrators finds that Defendant liable for Plaintiff's damages, Defendant maintains that the amount of damages, if any, to which Plaintiff is entitled is limited to the applicable insurance deductible of \$500 as provided in the Municipal Tort Immunities Act, 42 Pa.C.S.A. §8553.

42. Pa.C.S.A. §8541 provides in pertinent part:  
No local agency shall be liable for any damage on account of any injury to a person or property caused by any act of the local agency or an employee thereof...

The present case, an automobile accident, falls under the Vehicle Liability Section to this general rule. See 42 Pa.C.S.A. §8542(b)(1). Nonetheless, damages to which Plaintiff is entitled are limited by the amount of insurance benefits Plaintiff has received or is entitled to receive, 42 Pa.C.S.A. §8553(d) (emphasis added). As a governmental unit other than the Commonwealth, Defendant, Borough of Brisbin, is a local agency as defined by the Act. Therefore, the limitation of damages as provided in Section 8553 apply to the present case.

Plaintiff has admitted that Plaintiff's vehicle is covered by a policy of insurance that provides \$100,000 of collision coverage subject to a \$500.00 deductible. As such, the amount of damages, if any, to which Plaintiff is entitled should be limited to the applicable deductible of \$500.00.

II. Citation to Applicable Law.

Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8501, et seq.

III. Witnesses.

- A. Harold L. Camberg.
- B. Harold V. Camberg.
- C. James Moyer.

Defendant respectfully reserves the right to supplement this list with additional witnesses after proper notice to the Court and to all parties.

IV. Statement of Damages.

See attached insurance policy for H. V. Camberg Services, Inc.

Also see copies of photographs depicting accident debris on Bigler Street.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 11<sup>th</sup> day of February,  
2005, I served a copy of the within Defendant's Pre-Trial Statement by  
first class mail, postage prepaid, on the following counsel of record:

David A. Romani, Esq.  
Romani and Romani  
720 Second Street  
P. O. Box 207  
Cresson, PA 16630

J. Richard Lhota, Esq.  
100 North Second Street  
Clearfield, PA 16830

Christopher E. Mohney, Esq.  
90 Beaver Drive, Box 5  
DuBois, PA 15801

Warren B. Mikesell, II, Esq.  
115 E Locust Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
S. Casey Bowers

## UNIVERSAL UNDERWRITERS INSURANCE COMPANY

2000 E. BROADWAY • OVERLAND PARK, KAN. 66211

A MEMBER INSURANCE COMPANY

0043410-00

STATUTORY HOME OFFICE, 7045 COLLEGE BLVD, OVERLAND PARK, KS 66211

THIS POLICY INSURES ONLY THOSE COVERAGES AND PROPERTY SHOWN IN THE DECLARATIONS MADE A PART OF THIS POLICY. SUCH INSURANCE APPLIES ONLY TO THOSE INSURED(S), SECURITY INTERESTS, AND LOCATIONS DESIGNATED FOR EACH COVERAGE AS IDENTIFIED IN ITEM 2 BY LETTER(S) OR NUMBER. (CHANGES, IF ANY, ARE INDICATED BY +)

ITEM 1  
POLICY PERIOD      JULY 01, 2003 TO      JULY 01, 2004      POLICY NO. 250036J

ITEM 2  
NAMED INSURED AND TYPE:

01	H.V. CAMBERG SERVICES, INC.	CORPORATION
02	HAROLD V. CAMBERG & MARGARETTE C. CAMBERG	INDIVIDUAL

## OTHER INSURED(S):

AA	HAROLD V. CAMBERG & MARGARETTE C. CAMBERG
FF	LAURA E. CAMBERG

## SECURITY INTEREST(S):

A	CSB BANK 434 STATE ST. PO BOX 29 CURWENSVILLE, PA 16833
---	--

"Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

## LOCATIONS:

01	11368 TYRONE PIKE ROUTE 729 IRVONA, PA 15655	AUTO REPAIR GARAGE
----	--	--------------------

ITEM 3  
COVERAGES, PROPERTY INSURED, AND  
SPECIAL PROVISIONS APPLICABLE TO  
EACH COVERAGE PART:

INSURED(S)	LOCA- TIONS	PERILS INSURED	OUR LIMITS
------------	----------------	-------------------	---------------

30036J

PAGE 1-A



**CERTIFICATE OF INSURANCE**  
**UNIVERSAL UNDERWRITERS INSURANCE COMPANY**  
7045 College Boulevard, Overland Park, KS 66211

Hereby certifies that the following policies have been issued on behalf of:

Account #43410-00  
Territory #/V62

Name and Address  
of Insured  
H.V. Camberg Services, Inc.  
1136S Tyrone Pike, Rte. 729  
Irving, PA 16656

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS
Garage Operations & Auto Hazards (including GENERAL LIABILITY, WORK/PRODUCTS, PREMISES, PREMISES HAZARD, CONTRACTORS HAZARD)	250036J	7/1/2003 - 7/1/2004	\$300,000 Each Occurrence
Garage Keeper's Legal Liability Customer's Auto's Comp. Dcl. \$1,000/\$5,000 Coll. Ded. \$1,000	250036J	7/1/2003 - 7/1/2004	\$100,000 \$120,000
Auto Liability (including ALL OWNED AUTOS, HIRED & NON-OWNED AUTO)	250036J	7/1/2003 - 7/1/2004	\$300,000 Each Occurrence
Commercial Umbrella	250036J	7/1/2003 - 7/1/2004	\$2,000,000 Each Occurrence

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed above which have been issued by this company.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to do such shall impose no obligation nor liability upon the company.

Certificate of Insurance Prepared for:

CERTIFICATE HOLDER	REASON FOR CERTIFICATE	CANCELLATION
Pennsylvania State Inspection	Pennsylvania State Inspection	Thirty (30) days notice of cancellation will be given except for non-payment of premium which is ten (10) days.

This certificate is not valid unless countersigned by an authorized representative of the company.

Date: July 8, 2003

Countersigned by: \_\_\_\_\_

Authorized Representative

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

1101 EAST 10TH STREET, LAWRENCE, KANSAS 66044

A STATE INSURANCE COMPANY

0043430 00

ITEM 3

COVERAGES, PROPERTY INSURED, AND  
SPECIAL PROVISIONS APPLICABLE TO  
EACH COVERAGE PART:

INSURED(S)	LOCATION(S)	PERILS INSURED	OUR LIMITS
------------	-------------	----------------	------------

AUTO INSURANCE (PART 900)

0203 UNINSURED MOTORISTS

0350 ASBESTOS EXCLUSION

0418 VIDEO EQUIPMENT IN AUTOS

0604 PENNSYLVANIA UNINSURED MOTORISTS

COVERAGE NON-STACKED

0605 PENNSYLVANIA UNDERINSURED

MOTORISTS COVERAGE NON-STACKED

BASIC PIP

NO. —DESCRIPTION—

FIRST PARTY BENEFITS

—SEE STATE

AMENDATORY PART

UN-PI 15,000<sup>1</sup>

30,000<sup>1</sup>

COMPRE. 500 DED<sup>2</sup>

COLLISION 500 DED<sup>2</sup>

03 1999 FORD F-150

A

ID #2FTRX18L1XCA98109

0300 LOSS PAYABLE PROVISIONS

05 1997 FORD STATION WAGON

ID #1FMU24X4VUB94239

NEWLY ACQUIRED AUTOS ARE COVERED FOR THE HIGHEST LIMIT AND THE LOWEST  
DEDUCTIBLE FOR THE PERILS APPLICABLE TO YOU IN THE SCHEDULE OF OWNED AUTOS.

NON-OWNED AUTOS

01

ALL

INJURY

300,000

EA-OCCUR

0056 BROAD FORM DRIVE OTHER AUTOS

0096 HIRED AND NONOWNED AUTOS

0327 HIRED AND NON-OWNED AUTO REVISED

0404 COVERAGE

COMP SO

COLLISION \$50

INSURED FF APPLIES

NO. —DESCRIPTION—

NEWLY ACQUIRED AUTOS ARE COVERED FOR THE HIGHEST LIMIT AND THE LOWEST  
DEDUCTIBLE FOR THE PERILS APPLICABLE TO YOU IN THE SCHEDULE OF OWNED AUTOS.

\* LIMIT IS ACTUAL CASH VALUE OF THE AUTO, LESS DEDUCTIBLE SHOWN PER AUTO.

THE FIRST LIMIT IS PER PERSON, THE SECOND IS PER ACCIDENT.

260026J

PAGE 3-4

## LIAISON INSURANCE COMPANY

1000 LIAISON INSURANCE COMPANY  
1000 LIAISON INSURANCE COMPANY  
1000 LIAISON INSURANCE COMPANY

0043410 00

ITEM 3  
COVERAGES, PROPERTY INSURED, AND  
SPECIAL PROVISIONS APPLICABLE TO  
EACH COVERAGE PART:

## AUTO INSURANCE (PART 900)

INSURED	LOCATIONS	PERILS INSURED	OUR LIMITS
0091 UNDERRINSURED MOTORISTS			EA-OCCUR
0201 UNINSURED MOTORISTS			FIRST PARTY BENEFITS
0353 ASBESTOS EXCLUSION			---SEE STATE
0410 VIDEO EQUIPMENT IN AUTOS			AMENDATORY PART
0604 PENNSYLVANIA UNINSURED MOTORISTS COVERAGE NON-STACKED	UN-81	15,000\$	
0605 PENNSYLVANIA UNDERRINSURED MOTORISTS COVERAGE NON-STACKED		30,000\$	

## BASIC PIP

NO. ----DESCRIPTION----

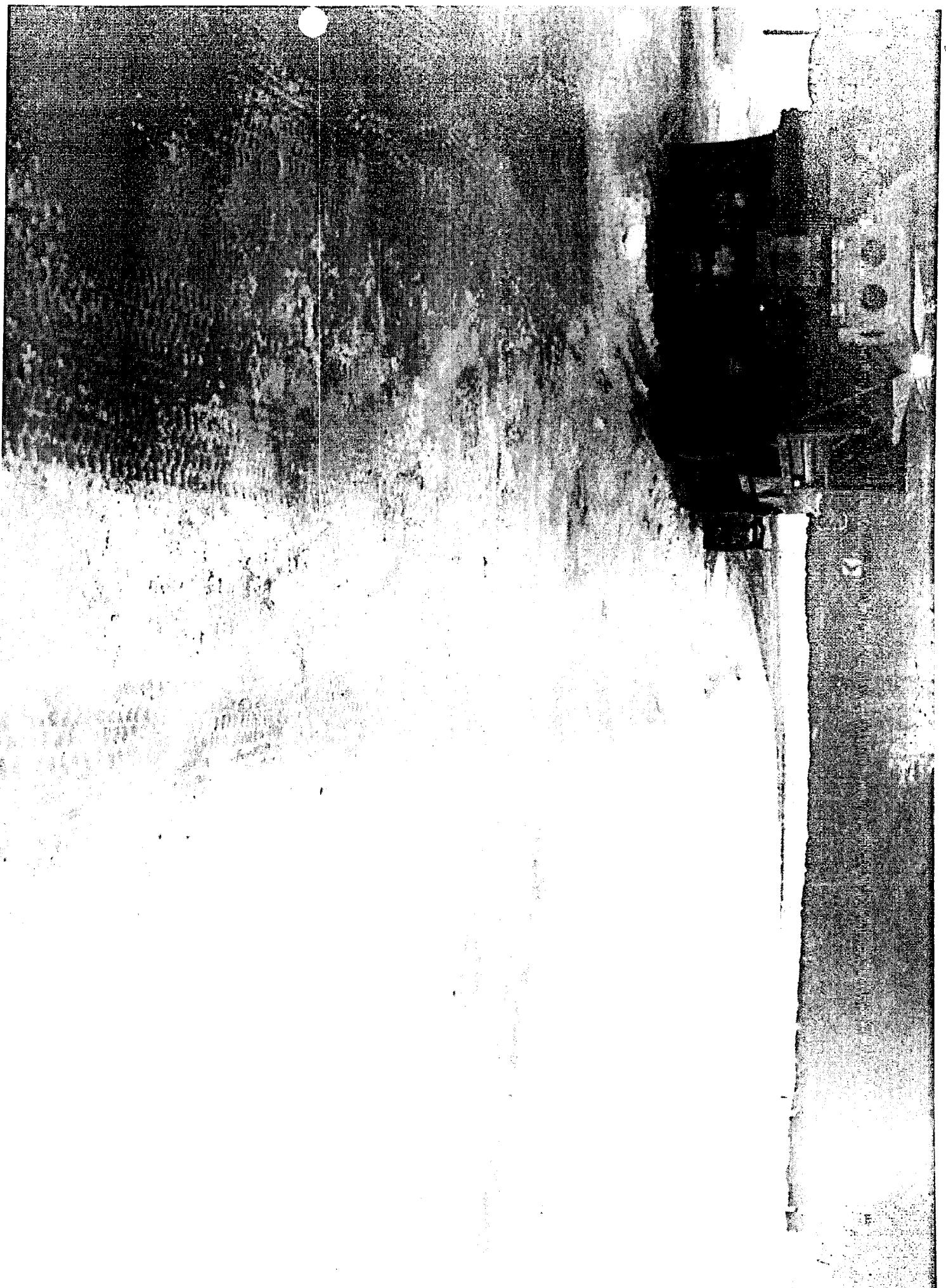
01 DEALER PLATE  
ID #H56446H02 DEALER PLATE  
ID #H56447H03 DEALER PLATE  
ID #H56448H04 DEALER PLATE  
ID #H56449H05 DEALER PLATE  
ID #H56450H06 DEALER PLATE  
ID #H56451H07 DEALER PLATE  
ID #H56452HOWNED AUTOS  
0091 UNDERRINSURED MOTORISTS01 ALL INJURY 300,000  
EA-OCCUR

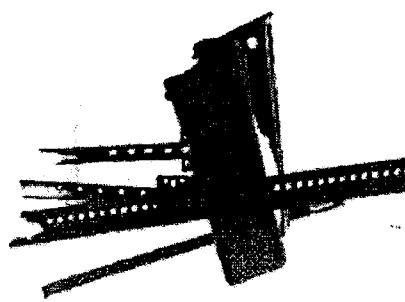
260026J

PAGE 1-6











Arb. 31-05

ROMANI AND ROMANI  
ATTORNEYS AT LAW  
720 SECOND STREET  
P. O. BOX 207  
CRESSON, PENNSYLVANIA 16630

(814) 886-7000  
FAX: (814) 886-5952

February 8, 2005

Marcy Kelley, Deputy Court Admin.  
CLEARFIELD COUNTY COURTHOUSE  
Suite 228  
230 East Market Street  
Clearfield, PA 16830

**RE: H.V. Camberg Services, Inc. vs. Borough of Brisbin  
Case No. 04-717-CD**

Dear Ms. Kelley:

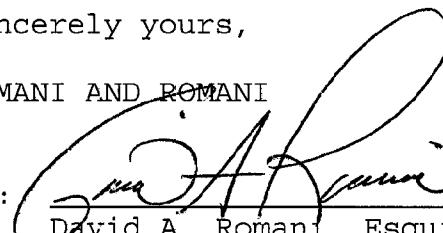
Enclosed please find the original Plaintiff's Pretrial Statement concerning the above-captioned case. Also enclosed is a copy of the Pretrial Statement which we request be time-stamped and returned to our office. We have forwarded copies of this Pretrial Statement to each of the arbitrators assigned to this case.

Thank you for your time and assistance with this matter.

Sincerely yours,

ROMANI AND ROMANI

By:

  
\_\_\_\_\_  
David A. Romani, Esquire

DAR/bv  
Enclosures

**RECEIVED**

**FEB 11 2005**

**COURT ADMINISTRATOR'S  
OFFICE**

H.V. CAMBERG SERVICES, INC., : IN THE COURT OF COMMON PLEAS OF  
A PENNSYLVANIA CORPORATION : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff, :  
vs. : CIVIL DIVISION

BOROUGH OF BRISBIN, : CASE NO. 04-717-CD  
A GOVERNMENT AGENCY, :

Defendant. :  
: TYPE OF DOCUMENT: PLAINTIFF'S  
: PRETRIAL STATEMENT  
:  
: COUNSEL OF RECORD FOR PARTY:  
: DAVID A. ROMANI, ESQUIRE  
: ROMANI AND ROMANI  
: 720 SECOND STREET  
: POST OFFICE BOX 207  
: CRESSON, PENNSYLVANIA 16630  
: (814) 886-7000  
: SUPREME COURT ID # 43233

RECEIVED

FEB 11 2005

COURT ADMINISTRATOR'S  
OFFICE

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
Plaintiff, :  
vs. :  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
Defendant. :  
:

**PLAINTIFF'S PRETRIAL STATEMENT**

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and hereby presents the following Pretrial Statement in accordance with Rule 1306(A) as follows:

## **STATEMENT OF THE CASE**

Plaintiff, H.V. Camberg Services, Inc., filed suit against Defendant, Borough of Brisbin, to recover money damage for property loss resulting from a collision between a motor vehicle owned by the Defendant, Borough of Brisbin, and a motor vehicle owned by the Plaintiff, H.V. Camberg Services, Inc.

On or about February 6, 2004, James Moyer, an employee and agent of the Borough of Brisbin, was operating a motor vehicle with a snow plow owned by the Defendant, Borough of Brisbin, on Bigler Street. On or about the same date and time, Plaintiff's motor

vehicle was operating and plowing snow on the alley which intersects with Bigler Street. At this time, Defendant's employee and agent was backing it's motor vehicle in reverse on Bigler Street and crossed into the alley and struck Plaintiff's motor vehicle.

The Plaintiff, H.V. Camberg Services, Inc., has damages in an amount less than \$25,000.00. The Plaintiff, H.V. Camberg Services, Inc. has not received any insurance benefits from any collateral source with regard to the accident. In their Answers to Interrogatories 41(c), the Defendants had property loss insurance available in the amount of Three Hundred Thousand Dollars (\$300,000.00).

## **II. STATEMENT OF QUESTIONS INVOLVED**

1. Whether the Defendant is entitled to reduce the judgment amount to the deductible limit as maintained on the Plaintiff's Policy of Insurance?

Proposed Answer: In the Negative.

2. Whether 42 Pa.C.S.A. § 8553(d) of the Judicial Code requires the Plaintiff entitled to damages from a local agency to first collect and exhaust benefits for losses from their insurance company before receiving damages from the local agency?

Proposed Answer: In the Negative.

**ARGUMENT**

42 Pa.C.S.A. § 8553 Limitation On Damages of the Judicial Code provides:

- (a) GENERAL RULE.--Actions for which damages are limited by reference to this subchapter shall be limited as set forth in this section.
- (b) AMOUNTS RECOVERABLE.--Damages arising from the same cause of action or transaction or occurrence or series of causes of action or transactions or occurrences shall not exceed \$500,000 in the aggregate.
- (c) TYPES OF LOSSES RECOGNIZED.--Damages shall be recoverable only for:
  - (1) Past and future loss of earnings and earning capacity.
  - (2) Pain and suffering in the following instances:
    - (i) death; or
    - (ii) only in cases of permanent loss of a bodily function, permanent disfigurement or permanent dismemberment where the medical and dental expenses referred to in paragraph (3) are in excess of \$1,500.00.
  - (3) Medical and dental expenses including the reasonable value of reasonable and necessary medical and dental services, prosthetic devices and necessary ambulance, hospital, professional nursing, and physical therapy expenses accrued and anticipated in the diagnosis, care and recovery of the claimant.
  - (4) Loss of consortium.
  - (5) Loss of support.
  - (6) Property losses.

(d) INSURANCE BENEFITS.--If a claimant receives or is entitled to receive benefits under a policy of insurance other than a life insurance policy as a result of losses for which damages are recoverable under subsection (c), the amount of such benefits shall be deducted from the amount of damages which would otherwise be recoverable by such claimant.

When interpreting a particular statute, our Courts seek to ascertain and effectuate the intention of the General Assembly. Under the Statutory Construction Act, "when the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing the spirit." 1 Pa.C.S.A. § 1921 (b). In addition, the title of a statute, although not controlling, may be considered in the construction of that statute. 1 Pa.C.S. § 1924.

In the present case, § 8553(d) states that the amounts of the insurance benefits which a claimant receives or is entitled to receive "shall be deducted from the amounts of damages which would otherwise be recoverable by such claimant". Section 8553(b), which is entitled "Amounts Recoverable", requires that the total amounts recoverable against a local agency shall not exceed \$500,000 in the aggregate.

The Plaintiff filed an Affidavit which specifically stated no insurance benefits were received as a result of the accident. Entitle has been defined by Black's Law Dictionary as follows:

"In its usual sense, to entitle is to give a right or legal title to. To qualify for; to furnish with

proper grounds for seeking or claiming." Black's Law Dictionary, 5th Edition.

In applying the Rules of Statutory Construction to § 8553(b), the total damages in the amount of \$2,415.33 are "damages recoverable" and do not exceed \$500,000 in the aggregate. Thus, the total damages are recoverable against the local agency.

In applying the Rules of Statutory Construction to § 8553(c)(6), Types of Losses Recognized, the damages shall be recoverable for property losses which is the recognized damages in this case.

In applying the Rules of Statutory Construction to § 8553(d), "if a claimant receives or is entitled to receive benefits under a policy of insurance other than a life insurance policy as a result for which damages are recoverable under Subsection (c)"... (emphasis added). The words of § 8553(d) neither require nor direct a claimant entitled to damages from a local agency to first collect and exhaust benefits for losses from their insurance company before recovering damages from the local agency. Further, § 8553(d) neither specifies nor provides for an order of priority as to whose Policy of Insurance the claimant must pursue to receive benefits.

The purpose of § 8553, Limitations on Damages, is rationally related to the legitimate government interest of defining the extent to which a political subdivision is at risk. Although the title of a statute may be considered and not compelling in the

construction of that statute, under the Statutory Construction Act, "when the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing the spirit." 1 Pa.C.S. § 1921(b).

Recognizing the Defendant's assertion that the amount of damages to which Plaintiff is entitled should be limited to the applicable deductible of \$1,000.00; the result is inconsistent with the drafter's intention and the clear language of the statute. The insurance benefits provision was intended as a deduction from the amount of damages recovered by a claimant from a collateral source. No provisions of this statute require nor direct the claimant to first collect and exhaust benefits for losses from their own insurance company before recovering damages from the local agency.

The Defendant requests this Honorable Court to reduce their damage liability to \$1,000.00, disregard the clear language of the statute, and reward the Defendant for their negligence in this case.

The effect of the Defendant's position is to penalize an injured party and reward a negligent tortfeasor under the pretext of pursuing the spirit of this statute.

This result neither supports nor is consistent with the drafter's intention to define the extent to which a political subdivision is at risk. The statutory cap in § 8553(d) provide a defined perimeter to measure the local agency's risk.

The legislature and not the Court is the proper forum to direct and specify whose Policy of Insurance should be first collected and exhausted for loss benefits. In the absence of such language in this statute as to an Order of Priority, the Defendant's assertion and request to limit their damages is unsupported by the statute.

#### **IV. WITNESSES**

1. David Camberg

2. Harold Camberg

3. Howard Camberg

4. The Plaintiff reserves the right to call as witnesses those persons listed in the Plaintiff's Pretrial Statement. The Plaintiff further reserves the right to call additional witnesses provided sufficient notice is given to the Defendant prior to trial.

#### **V. EXHIBITS**

1. Map of collision location.

2. Photographs of intersection.

3. Photographs of Plaintiff's damaged vehicle.

4. Estimate of damages to Plaintiff's vehicle.

5. The Plaintiff reserves the right to produce additional documents and exhibits provided sufficient notice is given to the Defendant.

VI. RELIEF/DAMAGES

The Plaintiff respectfully requests this Honorable Court to enter a judgment in their favor and against the Defendant in the amount of \$2,415.33 with prejudice and to assess all costs and expenses associated with this action against the Defendant.

Respectfully submitted,

ROMANI AND ROMANI

By:

DAVID A. ROMANI, ESQUIRE

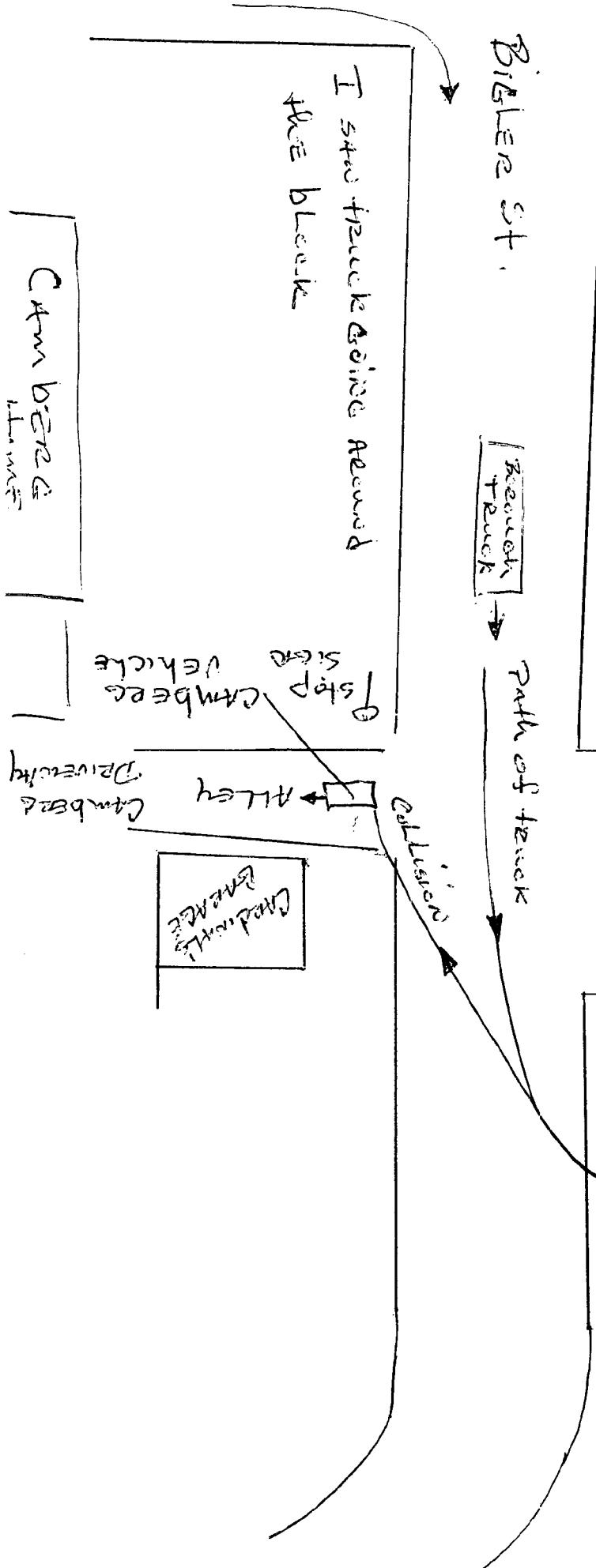
COLLISION OCCURRED

Friday, 21/04, APPROXIMATELY  
2:30 to 3:00 PM

operator of Beacon truck stated to me, Harold Cambess, after the collision, that he did not look at right side view mirror.

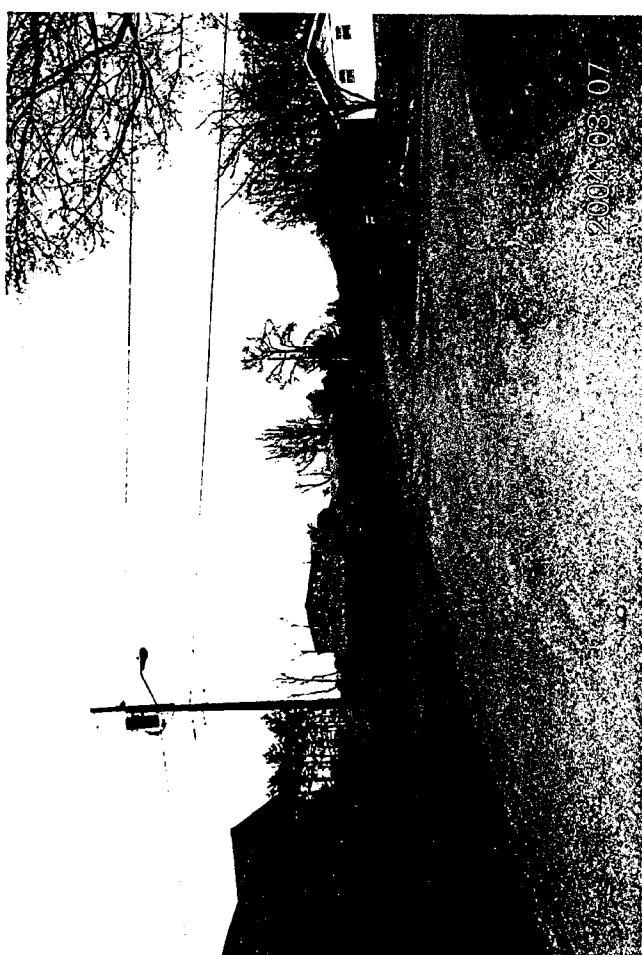
I did not hear any reverse beeper on Beacon truck. I did not see amber light on top of truck闪烁着. I did not see "way flashing" signals on Beacon truck being used.

POLAND AV.





2004.03.07



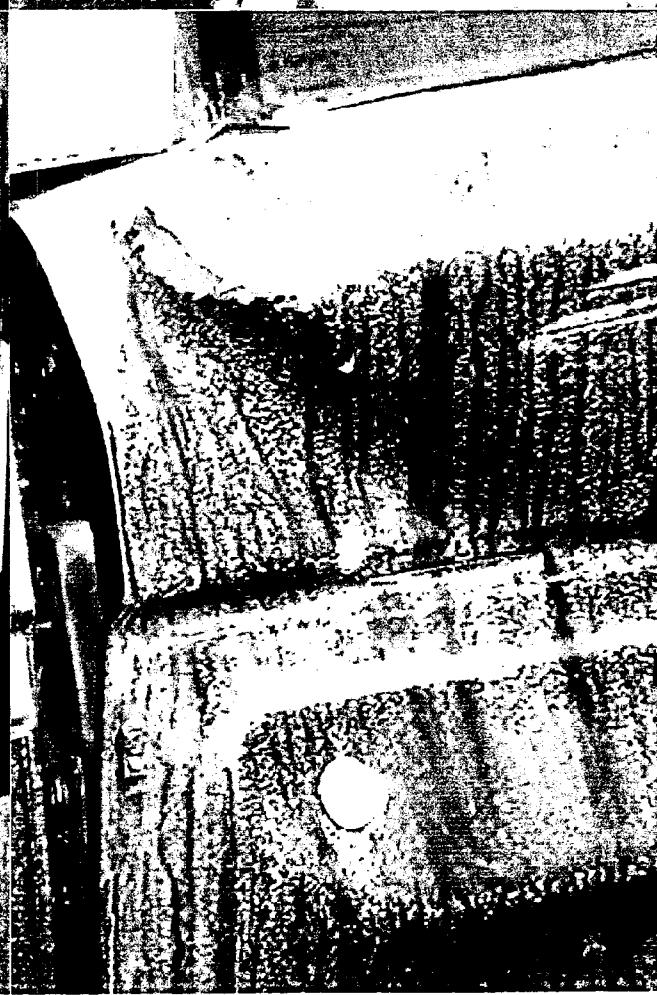
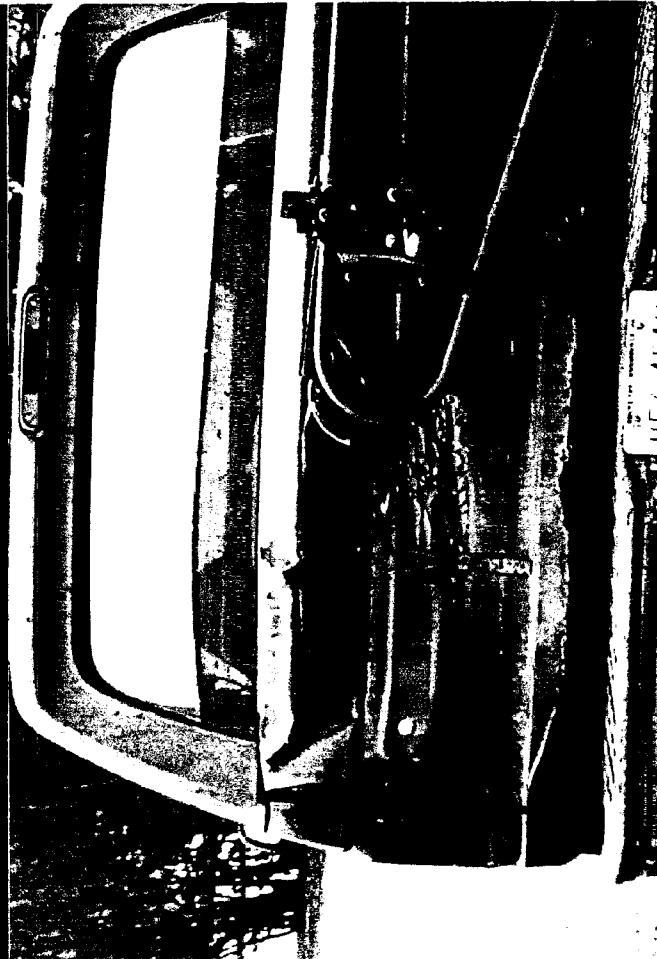
2004.03.07

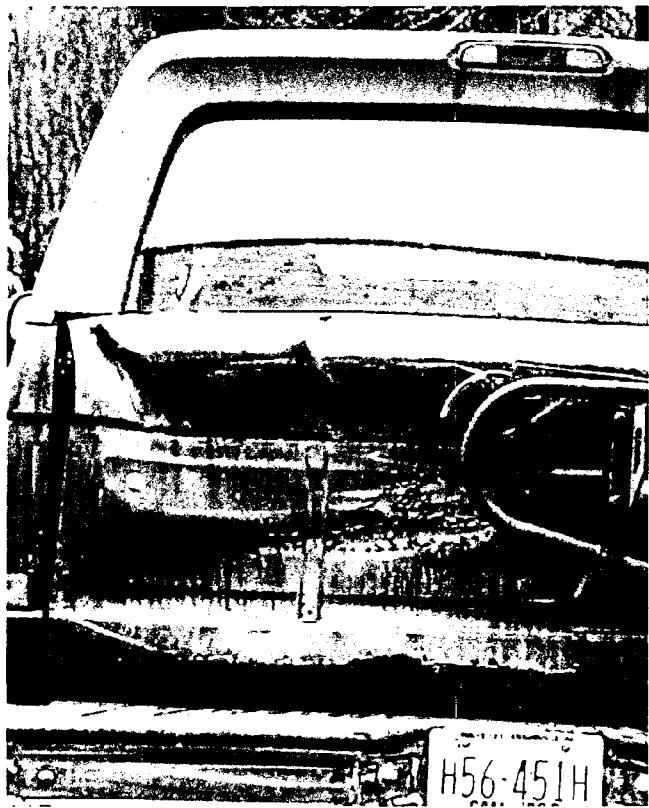


2004.03.07



2004.03.07





02/09/2004 at 10:00 AM

Job Number:

SIMBECK BODY  
Federal ID #:251195981  
PO BOX 88, RT 219  
GRAMPIAN, PA 16838  
(814)236-0160 Fax: (814)236-1536

PRELIMINARY ESTIMATE

Written By: TOM SIMBECK  
Adjuster:

Insured:	CAMBURG SERVICES	Claim #
Owner:	CAMBURG SERVICES	Policy #
Address:	RD	Deductible:
	IRVONA, PA	Date of Loss:
Day:		Type of Loss:
Evening:		Point of Impact: 6. Rear

Inspect  
Location:

## Insurance

1994 FORD BRONCO 4X4 0 5.0L V8 5-SPEED GREEN

VIN: 1FME70NAKRS4071 LIC: PROD Date: Odometer:

Clear Coat Paint      Automatic Transmission

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
<hr/>							
1		TAIL GATE					
2	Repl	Gate	1	1026.28	3.0	3.5	
3		Add for Clear Coat	0	0.00	0.0	1.4	
4		Add for Inside	0	0.00	0.0	1.2	
5		Add for Clear Coat	0	0.00	0.0	0.2	
6	Repl	Finish panel	1	374.95	0.3	0.0	

02/09/2004 at 10:00 AM  
47812

Job Number:

**PRELIMINARY ESTIMATE**

1994 FORD BRONCO 4X4 8-5.0L-FI 2D UTV GREEN

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
7		Drill time	0	0.00		0.5	0.0
8		Repl Window regulator	1	174.68		Incl.	0.0
9#		Repl SPARE TIRE FRAME WORK	1	248.00		1.0	0.0
10#		Repl CAR COVER	1	5.00		0.0	0.0
			Subtotals ==>	1828.91		4.8	6.3

Parts	1828.91	
Body Labor	4.8 hrs @ \$ 32.00/hr	153.60
Paint Labor	6.3 hrs @ \$ 32.00/hr	201.60
Paint Supplies	6.3 hrs @ \$ 15.00/hr	94.50
<b>Subtotal</b>	<b>\$ 2278.61</b>	
Sales Tax	\$ 2278.61 @ 6.0000%	136.72
<b>GRAND TOTAL</b>	<b>\$ 2415.33</b>	

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETC COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED  
PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS  
M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED  
MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 9<sup>th</sup> day of February, 2005, a true and correct copy of the within Plaintiff's Pretrial Statement was forwarded to the following by United States Mail, postage prepaid, and addressed as follows:

Counsel for Defendant:

Casey S. Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Board of Arbitrators:

J. Richard Lhota, Esquire  
110 North Second Street  
Clearfield, PA 16830

Christopher E. Mohney, Esquire  
90 Beaver Drive, Box 111B  
DuBois, PA 15801

Warren B. Mikesell, II, Esquire  
115 East Locust Street  
Clearfield, PA 16830

ROMANI AND ROMANI

By: 

\_\_\_\_\_  
David A. Romani, Esquire  
Attorney for Plaintiff  
720 Second Street  
P.O. Box 207  
Cresson, PA 16630  
(814) 886-7000

**ROMANI AND ROMANI**

ATTORNEYS AT LAW

720 SECOND STREET

P.O. BOX 207

CRESSON, PENNSYLVANIA 16630

(814) 886-7000

FAX: (814) 886-5952

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
:  
Plaintiff, :  
:  
vs. :  
:  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
:  
Defendant. :  
:

FILED *6*

MAR 28 2005

*18:30*  
William A. Shaw

Prothonotary/Clerk of Courts

*2 CPMR to M/T  
wl CPMR to CPMR  
copy to C/A*

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Please mark the above-referenced action settled, discontinued  
and ended.

ROMANI AND ROMANI

By 

David A. Romani, Esquire  
Attorney for Plaintiff  
720 Second Street  
P.O. Box 207  
Cresson, PA 16630  
(814) 886-7000

**FILED**

**MAR 28 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

**H V Camberg Services, Inc.**

**Vs.** **No. 2004-00717-CD**  
**Borough of Brisbin**

**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 28, 2005, marked:

Settle, Discontinue and End

Record costs in the sum of \$105.00 have been paid in full by Atty. Bowers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of March A.D. 2005.

---

William A. Shaw, Prothonotary

### Civil Other

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

H.V. Camberg Services, Inc.

vs.

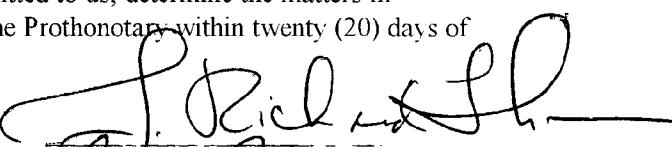
Borough of Brisbin

No. 2004-00717-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 1st day of March, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

J. Richard Lhota, Esquire

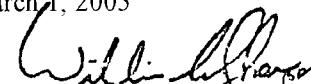
  
Chairman

Christopher E. Mohney, Esquire

Warren B. Mikesell, Esquire

Sworn to and subscribed before me this

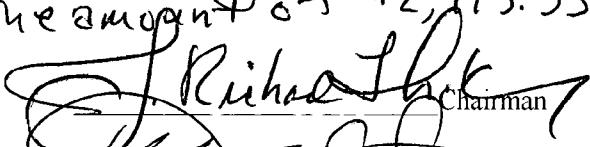
March 1, 2005

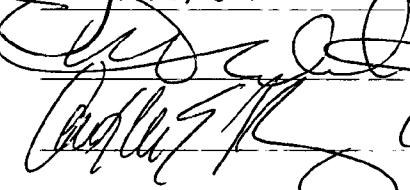
  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this 1<sup>st</sup> day of March, 2005, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

The arbitrators ~~do~~ hereby enter judgment for Plaintiff in the amount of \$2,415.33 plus costs.

  
Chairman

  
(Dissent)

(Continue if needed on reverse.)

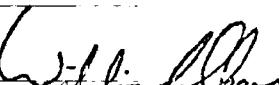
**ENTRY OF AWARD**

Now, this 1<sup>st</sup> day of March, 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

Prothonotary

By



H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2004-00717-CD

:

NOTICE OF AWARD

TO: DAVID ROMANI A.

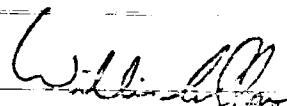
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By \_\_\_\_\_



March 1, 2005

Date

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

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2004-00717-CD

:

NOTICE OF AWARD

TO: BOROUGH OF BRISBIN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By



March 1, 2005

Date

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

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2004-00717-CD

NOTICE OF AWARD

TO: H V CAMBERG SERVICES, INC.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

March 1, 2005

Date

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

H V Camberg Services, Inc.

Vs.

Borough of Brisbin

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2004-00717-CD

NOTICE OF AWARD

TO: S. CASEY BOWERS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 1, 2005 and have awarded:

The arbitrators hereby enter judgment for Plaintiff in the amount \$2,415.33 plus costs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

March 1, 2005

Date

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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

CASE NUMBER	TYPE	TRIAL REQUESTED	DATE PRESENTED
			ESTIMATED TRIAL TIME
04-717-CD	( ) Jury ( ) Non-Jury		
Date Complaint Filed:	(xx) Arbitration		<u>1/2</u> Days

PLAINTIFF(S)

H. V. CAMBERG SERVICES, INC., ( )  
DEFENDANT(S) a Pennsylvania corporation

BOROUGH OF BRISBIN, a government agency ( )  
ADDITIONAL DEFENDANT(S)

Check Block if  
a Minor is a  
Party to the  
Case

*10.52 b/c  
1/2004* ( )  
OCT JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
Arbitration more than \$	( ) yes (x) no	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

S. Casey Bowers, Esq.

S. Casey Bowers, Esq., Hanak, Guido and Taladay 814-371-7768

FOR THE PLAINTIFF

TELEPHONE NUMBER

David A. Romani, Esq.

814-886-7000

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

H. V. CAMBERG SERVICES, INC. :  
:  
vs. : No. 04-717-CD  
:  
BOROUGH OF BRISBIN :  
:

**ORDER**

NOW, this 28<sup>44</sup> day of January, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, March 1, 2005 at 1:00 P.M.** in the Conference/Hearing Room, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

J. Richard Lhota, Esquire, Chairman

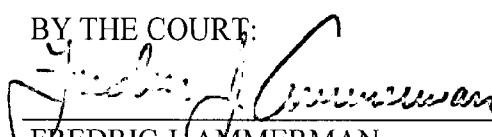
Christopher E. Mohney, Esquire

Warren B. Mikesell, II, Esquire

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

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

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**  
02.34 5CC to 64

JAN 28 2005

William A. Shaw  
Prothonotary

Date: 02/25/2005

Time: 12:30 PM

Page 1 of 1

**Clearfield County Court of Common Pleas**

**RCA Report**

User: BANDERSON

Case: 2004-00717-CD

Current Judge: Frédéric Joseph Ammerman

H V Camberg Services, Inc. vs. Borough of Brisbin

**District Justice Appeal**

Date	Judge
05/21/2004	Filing: District Justice Appeals Paid by: Bowers, S. Casey (attorney for Borough of Brisbin) Receipt number: 1879523 Dated: 05/21/2004 Amount: \$85.00 (Check) Copies to Atty. No Judge ?
05/27/2004	Proof of Service of Notice of Appeal and Rule to File Complaint. filed by, s/S. Casey Bowers, Esquire no cc No Judge ✓
05/28/2004	Transcript From Justice Hawkins. filed. No Judge ✓
06/07/2004	Complaint. filed by, s/Dav'd A. Romani, Esquire 2 cc to Atty No Judge ✓
06/22/2004	Notice of Service of Defendant's first set of interrogatories directed to Plff. filed by Atty. Bowers. No cc. No Judge ✓
07/06/2004	Acceptance of Service, Casey S. Bowers, Esq., accepts service of the Complaint in the above-captioned action, filed by s/Casey S. Bowers, Esq. No CC No Judge ✓
07/07/2004	Answer to Complaint And New Matter, filed by s/S. Casey Bowers, Esq. One CC Attorney Bowers No Judge ✓
07/20/2004	Reply to New Matter, filed by Atty. Roman 1 cert. to Atty. No Judge ✓
07/30/2004	Motion For Partial Summary Judgment, filed 2 cert. to Atty. ORDER OF COURT, filed AND NOW, this 30th day of July, Rule returnable of hearing on the 23rd of August, 2004. Fredric Joseph Ammerman ✓
08/16/2004	Withdrawal of Motion for Partial Summary Judgment and Brief in Support, filed by s/S. Casey Bowers, Esq. No CC Fredric Joseph Ammerman ✓
08/25/2004	Affidavit, RE: Damages and Insurance, filed by s/David Camberg, No cc Fredric Joseph Ammerman ✓
10/20/2004	Notice of Service, Filed on Behalf of Defendant: Answers to Interrogatories and Request for Production of Documents Directed to Defendant by 1st class mail on Oct. 19, 2004, served upon David A. Romani, Esquire. 2 CC Atty Bowers. Fredric Joseph Ammerman ✓
10/29/2004	Filing: Praecept/List For Arbitration Paid by: Bowers, S. Casey (attorney for Borough of Brisbin) Receipt number: 1889331 Dated: 10/29/2004 Amount: \$20.00 (Check) No cc. Copy to CA Fredric Joseph Ammerman ✓
01/28/2005	Order, NOW, this 28th day of Jan, 2005, Arbitration scheduled for March 1, 2005 at 1:00 p.m. in Conf./Hearing Room. The following have been appointed as Arbitrators: J. Richard Lhota, Esquire, Chairman Christopher E. Mohney, Esquire Warren B. Mikesell, II Esquire. 5CC To CA Fredric Joseph Ammerman ✓

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., : Type of Case: Civil Action  
a Pennsylvania corporation,  
Plaintiff

vs.

BOROUGH OF BRISBIN,  
Defendant

No. 04-717-CD

Type of Pleading:

**NOTICE OF SERVICE**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This  
Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

(814) 371-7768

*zck*  
*2 cc*  
*01/21/04* *Atty Bowers*  
*01/19/2004*

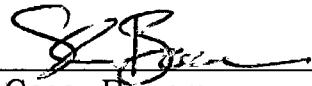
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
Borough of Brisbin, :  
a Government Agency, :  
Defendant :  
:

**NOTICE OF SERVICE OF ANSWERS TO  
INTERROGATORIES AND ANSWERS TO  
REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO DEFENDANT, BOROUGH OF BRISBIN**

This is to certify that on the 19th day of October, 2004, I serve  
an original and one copy of Answers to Interrogatories and Request for  
Production of Documents Directed to Defendant, Borough of Brisbin,  
by first class mail, postage prepaid, to:

David A. Romani, Esq.  
Romani and Romani  
720 Second Street  
P. O. Box 207  
Cresson, PA 16630

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Defendant

H.V. CAMBERG SERVICES, INC., : IN THE COURT OF COMMON PLEAS OF  
A PENNSYLVANIA CORPORATION : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff, :  
vs. : CIVIL DIVISION

BOROUGH OF BRISBIN, : CASE NO. 04-717-CD

A GOVERNMENT AGENCY, :  
Defendant. : TYPE OF DOCUMENT: AFFIDAVIT

: COUNSEL OF RECORD FOR PARTY:

DAVID A. ROMANI, ESQUIRE  
ROMANI AND ROMANI  
720 SECOND STREET  
POST OFFICE BOX 207  
CRESSON, PENNSYLVANIA 16630  
(814) 886-7000  
SUPREME COURT ID # 43233

FILED NO  
M/4/04  
AUG 25 2004  
E18

William A. Shaw  
Prothonotary Clerk of Courts

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
: Plaintiff, :  
: :  
vs. :  
: :  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
: :  
Defendant. :  
:

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

1. I am David Camberg, Vice President of H.V. Camberg Services, Inc. located at 11368 Tyrone Pike, Irvona, Pennsylvania 16656.

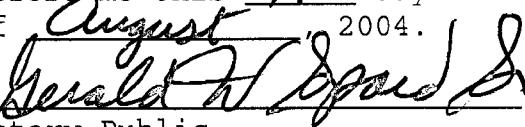
2. On February 6, 2004, the motor vehicle owned by H.V. Camberg Services, Inc. suffered property damages in the amount of \$2,952.34.

3. H.V. Camberg Services, Inc. has not received any insurance benefits from any source for the property damages to the motor vehicle.

Dated:

August 19 2004   
DAVID CAMBERG

Sworn to and Subscribed  
before me this 19 day  
of August 2004.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Gerald W. Spald, Sr., Notary Public  
Coalport Boro, Clearfield County  
My Commission Expires Sept. 9, 2008

Member, Pennsylvania Association Of Notaries

C/N

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

**H. V. CAMBERG SERVICES, INC.,** :  
a Pennsylvania corporation,  
Plaintiff

vs.

**BOROUGH OF BRISBIN,**  
Defendant

Type of Case: Civil Action

No. 04-717-CD

Type of Pleading:

**WITHDRAWAL OF  
MOTION FOR PARTIAL  
SUMMARY JUDGMENT  
AND BRIEF IN SUPPORT**

Filed on Behalf of:

**DEFENDANT**

Counsel of Record for This  
Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

(814) 371-7768

**FILED NO  
m/8/4761  
AUG 16 2004  
b/w**  
William A. Shaw  
Prothonotary/Clerk of Courts

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
BOROUGH OF BRISBIN, :  
a Government Agency, :  
Defendant :

**WITHDRAWAL OF**  
**MOTION FOR PARTIAL SUMMARY JUDGMENT**  
**AND BRIEF IN SUPPORT THEREOF**

TO THE PROTHONOTARY:

Defendant, BOROUGH OF BRISBIN, hereby withdraws its Motion  
for Partial Summary Judgment and Brief in Support thereof.

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 13 day of August,  
2004, I served a copy of the within Withdrawal of Motion for Partial  
Summary Judgment and Brief by first class mail, postage prepaid, on  
the following counsel of record:

David A. Romani, Esq.  
Romari and Romani  
720 Second Street  
P. O. Box 207  
Cresson, PA 16630

  
\_\_\_\_\_  
S. Casey Bowers

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., : Type of Case: Civil Action  
a Pennsylvania corporation, : No. 04-717-CD  
Plaintiff :  
vs. : Type of Pleading:  
BOROUGH OF BRISBIN, :  
Defendant : **MOTION FOR PARTIAL  
SUMMARY JUDGMENT**  
: Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for This  
Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

APR 10 2004

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
BOROUGH OF BRISBIN, :  
a Government Agency, :  
Defendant :  
:

**MOTION FOR PARTIAL SUMMARY JUDGMENT**

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, and hereby files the within Motion for Partial Summary Judgment averring as follows:

1. Plaintiff has filed suit for property damage arising out of an automobile accident which occurred on February 4, 2004.
2. At the time of the subject accident, Plaintiff was insured under policy of insurance issued by Universal Underwriters Insurance Company. This policy provided \$100,000.00 coverage for physical damage to automotive inventory, subject to a \$1,000.00 deductible. See Plaintiff's response to Defendant's Interrogatory No. 12, a true and correct copy of which is attached hereto as Exhibit "A".
3. Plaintiff is claiming damages for vehicular damage in excess of \$2,785.00.
4. At all times material hereto, Defendant has been and continues to be a political subdivision of the Commonwealth of Pennsylvania.

5. In its New Matter, Defendant has plead that the amount of damages, if any, to which Plaintiff is entitled is limited to the extent insurance coverage is available to Plaintiff as provided by the Political Subdivision Tort Claims Act, 42 P.S.C.A. §8553 (the "Act").

6. Plaintiff has denied that the Act applies to this matter.

7. The pleadings in this matter are now closed and discovery has been completed.

8. Based on the pleadings and discovery, it is believed and therefore averred that the amount of damages, if any, to which Plaintiff is entitled is limited to the amount of Plaintiff's property loss insurance deductible as provided in the Act.

9. The facts and circumstances regarding the availability of insurance to Plaintiff are clear and this Court is entitled to make the initial threshold decision as to the applicability of the Act.

WHEREFORE, Defendant, BOROUGH OF BRISBIN, requests this Honorable Court to enter an order finding that, as a matter of law, Plaintiff's damages are limited by the applicable provisions of the Political Subdivisions Tort Claims Act.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Defendant

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
BOROUGH OF BRISBIN, :  
a Government Agency, :  
Defendant :

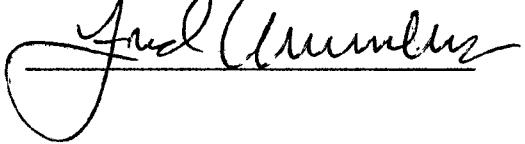
ORDER OF COURT

AND NOW, this 30 day of July, 2004, upon  
consideration of the within Motion for Partial Summary Judgment,

IT IS HEREBY ORDERED AND DECREED that a Rule is issued  
upon the Plaintiff, H. V. CAMBERG SERVICES, INC., to show cause why  
said Motion should not be granted.

Rule returnable for hearing on the 22 day of August,  
2004, at 1:30 o'clock A m., in Courtroom No. 1, at the  
Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

BY THE COURT:



  
JUL 30 2004

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
Borough of Brisbin, :  
a Government Agency, :  
Defendant :  
:

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2004, after  
consideration of Defendant's Motion for Partial Summary Judgment,  
appropriate Briefs and argument thereon,

IT IS ORDERED AND DECREED that said Motion is hereby  
granted and that the amount of damages to which Plaintiff is entitled  
is limited by the applicable provisions of the Political Subdivision Tort  
Claims Act.

BY THE COURT:

---

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 30<sup>th</sup> day of July,  
2004, I served a copy of the within Motion for Partial Summary  
Judgment by first class mail, postage prepaid, on the following counsel  
of record:

David A. Romani, Esq.  
Romani and Romani  
720 Second Street  
P. O. Box 207  
Cresson, PA 16630

  
\_\_\_\_\_  
S. Casey Bowers

12. If you answered the preceding interrogatory in the affirmative, provide the following information for each applicable insurance policy?

- (a) Policy holder;
- (b) Insurance carrier;
- (c) Policy number;
- (d) Type of coverage including applicable deductible and policy limits for each type of coverage.

ANSWER:

HV Camberg Services, Inc.  
Universal Underwriters Ins. Co.  
Policy #250036

Auto liability \$300,000.00  
Auto Inventory Physical Damage: \$100,000.00  
Deductible: \$1,000.00

EXHIBIT "A"

H.V. CAMBERG SERVICES, INC., : IN THE COURT OF COMMON PLEAS OF  
A PENNSYLVANIA CORPORATION : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff, :  
vs. : CIVIL DIVISION

BOROUGH OF BRISBIN, : CASE NO. 04-717-CD  
A GOVERNMENT AGENCY, :  
Defendant. :  
: TYPE OF DOCUMENT:  
: REPLY TO NEW MATTER

:  
: COUNSEL OF RECORD FOR PARTY:  
: DAVID A. ROMANI, ESQUIRE  
: ROMANI AND ROMANI  
: 720 SECOND STREET  
: POST OFFICE BOX 207  
: CRESSON, PENNSYLVANIA 16630  
: (814) 886-7000  
: SUPREME COURT ID # 43233

100  
m/10:36 AM 100  
JUL 20 2004 Attn: J

David A. Romani,  
Prothonotary, Clerk of Courts

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
: Plaintiff, :  
: vs. :  
: BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
: Defendant. :  
:

**REPLY TO NEW MATTER**

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and files the following Reply To New Matter, and in support thereof, avers as follows:

14. Plaintiff hereby incorporates Paragraphs 1 through 13 of Plaintiff's Complaint as if set forth at length herein.

15. Admitted in Part. Denied in Part. It is admitted Plaintiff's vehicle was driven by Harold L. Camberg, a shareholder and/or agent of the Plaintiff. It is specifically denied Harold L. Camberg was an employee of the Plaintiff.

16. Denied. It is specifically denied that any harm was the direct and proximate result of Harold L. Camberg. To the contrary, the Defendant's employee/agent, James Moyer, carelessly,

negligently, recklessly and unlawfully drove the Defendant's motor vehicle in reverse and collided with the Plaintiff's motor vehicle.

17. Denied. Paragraph 17 is a conclusion of law to which no response is required. To the extent a response is necessary, the Plaintiff is entitled to damages for the property loss sustained as a direct and proximate result of Defendant's employee's/agent's negligent operation of the motor vehicle.

WHEREFORE, the Plaintiff, H.V. Camberg Services, Inc., respectfully requests this Honorable Court to enter judgment against Defendant, including interest and cost of suit.

Respectfully submitted,

ROMANI AND ROMANI

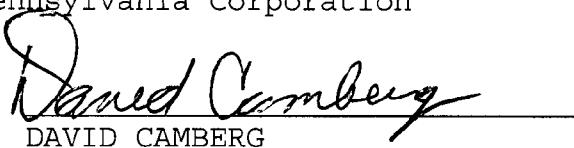
By:

DAVID A. ROMANI, ESQUIRE

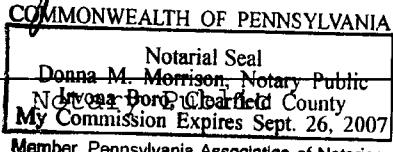
VERIFICATION

I, DAVID CAMBERG, Vice President, of H.V. CAMBERG SERVICES, INC., verify that the statements contained in this COMPLAINT are true and correct to the best of my information, knowledge and belief. 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.

H.V. CAMBERG SERVICES, INC.  
A Pennsylvania Corporation

By:   
DAVID CAMBERG

Sworn to and subscribed  
before me this 14th day  
of July, 2004.



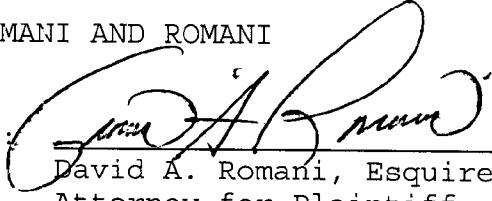
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 16th day of  
July, 2004, a true and correct copy of the within Reply  
To New Matter was forwarded to the following by United States Mail,  
postage prepaid, and addressed as follows:

Counsel for Defendant:

Casey S. Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

ROMANI AND ROMANI

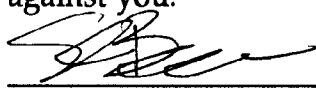
By: 

David A. Romani, Esquire  
Attorney for Plaintiff  
720 Second Street  
P.O. Box 207  
Cresson, PA 16630  
(814) 886-7000

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., : Type of Case: Civil Action  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
BOROUGH OF BRISBIN, : Type of Pleading:  
Defendant :  
: **ANSWER TO COMPLAINT  
AND NEW MATTER**  
: Filed on Behalf of:  
: **DEFENDANT**  
: Counsel of Record for This  
Party:  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

You are hereby notified to plead  
to the within pleading within  
twenty (20) days hereof or a  
default judgment may be entered  
against you.



---

**FILED**

JUL 07 2004

CLERK OF COURT  
CLEARFIELD COUNTY COURTS

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

H. V. CAMBERG SERVICES, INC. a Pennsylvania corporation, Plaintiff	:	
vs.	:	No. 04-717-CD
BOROUGH OF BRISBIN, a Government Agency, Defendant	:	

**ANSWER TO COMPLAINT  
AND NEW MATTER**

AND NOW, comes the Defendant, BOROUGH OF BRISBIN, by and through its attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Complaint and New Matter, averring as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted and denied. Defendant admits that Plaintiff was plowing snow on the date and time that Plaintiff's employee was also plowing snow. Defendant is unable to determine from the pleadings from what or whom Plaintiff was traveling in opposite direction. As such, the remaining averments set forth in Paragraph 6 of Plaintiff's Complaint are denied.

7. Admitted and denied. It is admitted that Defendant's vehicle proceeded in reverse on Bigler Street in the course of plowing snow therefrom. It is further admitted that Plaintiff's and Defendant's vehicles collided. It is denied, however, that Defendant's vehicle crossed into the alley. Rather the collision occurred when Plaintiff's vehicle backed out of the alley and onto Bigler Street.

**COUNT II**

8. Defendant's answers to Paragraphs 1 through 7 of Plaintiff's Complaint are incorporated herein as if set forth at length.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Admitted.

WHEREFORE, Defendant, Borough of Brisbin, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

**NEW MATTER**

14. Defendant's answers to Paragraph 1 through 13 of Plaintiff's Complaint are incorporated herein as if set forth at length.

15. At all times pertinent hereto, Plaintiff's vehicle was driven by Harold Camberg, Plaintiff's employee and/or agent.

16. Any harm complained of was the direct and proximate result of Plaintiff's agent and/or employee, Harold Camberg.

17. The amount of damages, if any, to which Plaintiff is entitled is limited by applicable provisions of the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8553.

WHEREFORE, Defendant, Borough of Brisbin, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

Respectfully submitted,



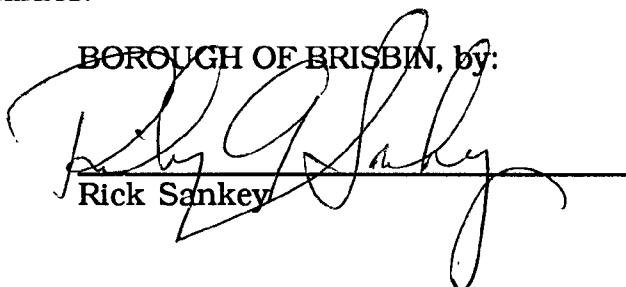
---

S. Casey Bowers  
Attorney for Defendant

**VERIFICATION**

I, RICK SANKEY, President of the Borough of Brisbin, verify that the statements in the foregoing Answer to Complaint and New Matter are true and correct to the best of my knowledge, information and belief.

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

BOROUGH OF BRISBIN, by:  
  
Rick Sankey

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 10<sup>th</sup> day of July, 2004, I served a copy of the within Answer to Complaint and New Matter by first class mail, postage prepaid, on the following counsel of record:

David A. Romani, Esq.  
Romani and Romani  
720 Second Street  
P. O. Box 207  
Cresscn, PA 16630



---

S. Casey Bowers

10C  
Microscopy  
Alky Boxes

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
: Plaintiff, :  
: :  
vs. :  
: :  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
: :  
Defendant. :  
:

**ACCEPTANCE OF SERVICE**

I, CASEY S. BOWERS, ESQUIRE, of HANAK, GUIDO AND TALADAY,  
counsel of record for Plaintiff, Borough of Brisbin, hereby accept  
service of the Complaint in the above-captioned action.

Date: 6/14/04

  
CASEY S. BOWERS, ESQUIRE  
HANAK, GUIDO AND TALADAY  
498 Jeffers Street  
P.O. Box 487  
Dubois, PA 15801

**FILED**

**JUL 06 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

101841301  
JUL 18 2004  
SARAH A. SAWYER  
PROTHONOTARY CIRCUIT CLERK'S OFFICES

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

H. V. CAMBERG SERVICES, INC., : Type of Case: Civil Action  
a Pennsylvania corporation, : No. 04-717-CD  
Plaintiff :  
  
vs. : Type of Pleading:  
  
BOROUGH OF BRISBIN, : **NOTICE OF SERVICE**  
Defendant :  
  
: Filed on Behalf of:  
  
: DEFENDANT  
  
: Counsel of Record for This  
Party:  
  
: S. Casey Bowers, Esq.  
: Supreme Court No. 89032  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P.O. Box 487  
: DuBois, PA 15801  
  
: (814) 371-7768

FILED

JUN 22 2004

V. J. A. Shore  
Prothonotary Clerk of Courts

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

H. V. CAMBERG SERVICES, INC. :  
a Pennsylvania corporation, :  
Plaintiff :  
vs. : No. 04-717-CD  
BOROUGH OF BRISBIN, :  
a Government Agency, :  
Defendant :

**NOTICE OF SERVICE OF DEFENDANT'S**  
**FIRST SET OF INTERROGATORIES**  
**DIRECTED TO PLAINTIFF**

This is to certify that on the 21<sup>st</sup> day of June, 2004, I mailed  
an original and two copies of Defendant's Interrogatories and Request  
for Production of Documents-First Set by first class mail, postage  
prepaid, to:

David A. Romani, Esq.  
Romani and Romani  
720 Second Street  
P. O. Box 207  
Cresson, PA 16630



---

S. Casey Bowers  
Attorney for Defendant

H.V. CAMBERG SERVICES, INC., : IN THE COURT OF COMMON PLEAS OF  
A PENNSYLVANIA CORPORATION : CLEARFIELD COUNTY, PENNSYLVANIA

Plaintiff, :  
vs. : CIVIL DIVISION

BOROUGH OF BRISBIN, : CASE NO. 04-717-CD  
A GOVERNMENT AGENCY, :  
Defendant. : TYPE OF DOCUMENT: COMPLAINT

: COUNSEL OF RECORD FOR PARTY:  
: DAVID A. ROMANI, ESQUIRE  
: ROMANI AND ROMANI  
: 720 SECOND STREET  
: POST OFFICE BOX 207  
: CRESSON, PENNSYLVANIA 16630  
: (814) 886-7000  
: SUPREME COURT ID # 43233



JUN 07 2004

William A. Shaw  
Prothonotary

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

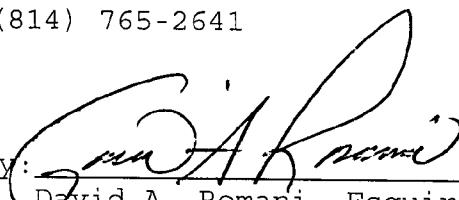
H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
: Plaintiff, :  
: vs. :  
: :  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
: Defendant. :  
:

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claim set forth in the following papers, you must take action within twenty (20) days after this pleading and notice are served upon you by entering a written appearance personally or by attorney and filing in writing with the Court your defense 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 pleading or for any other claim or relief requested by our client. 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.

Office of the Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
230 East Market Street  
Clearfield, PA 16830  
Telephone (814) 765-2641

By:   
\_\_\_\_\_  
David A. Romani, Esquire  
Attorney for Plaintiff

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

H.V. CAMBERG SERVICES, INC., : CASE NO. 04-717-CD  
A PENNSYLVANIA CORPORATION, :  
: Plaintiff, :  
: :  
vs. :  
: :  
BOROUGH OF BRISBIN, :  
A GOVERNMENT AGENCY, :  
: :  
Defendant. :  
:

COMPLAINT

AND NOW, comes the Plaintiff, H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, by and through its attorneys, ROMANI AND ROMANI, and files the following Complaint, and in support thereof, avers as follows:

1. The Plaintiff is H.V. CAMBERG SERVICES, INC., a Pennsylvania Corporation, organized and existing in the Commonwealth of Pennsylvania with its business address at 11368 Tyrone Pike, Irvona, Pennsylvania 16656.

2. The Defendant, Borough of Brisbin, is a political subdivision of the Commonwealth of Pennsylvania with an address of P.O. Box 37, Brisbin, Pennsylvania 16620.

3. On or about February 6, 2004, James Moyer, an employee and agent of the Borough of Brisbin was operating a motor vehicle with a snow plow owned by the Borough of Brisbin on Bigler Street.

4. On the same date, James Moyer, an employee and agent of the Borough of Brisbin plowed snow on Bigler Street and pushed the snow through the intersection with Poland Avenue and dumped the snow onto a lot on Bigler Street.

5. At this location, Bigler Street is a two (2) lane highway and intersection with an alley across the roadway from Poland Avenue.

6. On the same date and time, Plaintiff's motor vehicle was operating and plowing snow on the alley which intersects with Bigler Street. Plaintiff's motor vehicle was plowing snow and traveling on the alley in an opposite direction.

7. At this time, Defendant's employee and agent was backing it's motor vehicle in reverse on Bigler Street and crossed into the alley and struck Plaintiff's motor vehicle.

#### COUNT II

8. Paragraphs 1 through 8 are incorporated herein by reference as though fully set forth herein.

9. At all times mentioned, it was Defendant's employee/agent's duty not to drive his vehicle in reverse across Bigler Street and into the intersection of the alley and a duty to keep a proper lookout for other motor vehicles and not operate the motor vehicle in an unsafe manner.

10. Defendant's employee/agent in the operation of the motor vehicle, wholly disregarded his duties, failed to exercise reasonable and ordinary care, failed to maintain a proper lookout, and failed to keep his vehicle under proper control at all times.

11. In disregard of the duty imposed upon him, Defendant's employee/agent carelessly, negligently, recklessly, and unlawfully drove the motor vehicle in reverse and onto that part of the roadway on which Plaintiff's motor vehicle was being driven, so as to cause Defendant's motor vehicle to collide with the Plaintiff's motor vehicle.

12. As a direct and proximate result of the negligence, recklessness, and carelessness of the Defendant's employee/agent, the Plaintiff suffered property damage to their motor vehicle.

13. Plaintiff gave notice to the Defendant on June 3, 2004, pursuant to 42 Pa.C.S.A. § 5522(a) of its claim against the Defendant. A copy of Plaintiff's Notice of Claim is attached hereto as "Exhibit A".

WHEREFORE, the Plaintiff, demands judgment against the Defendant in an amount less than \$25,000.00 plus interest and costs.

Respectfully submitted,

ROMANI AND ROMANI

By:

DAVID A. ROMANI, ESQUIRE

ROMANI AND ROMANI  
ATTORNEYS AT LAW  
720 SECOND STREET  
P. O. BOX 207  
CRESSON, PENNSYLVANIA 16630  
\_\_\_\_\_  
(814) 886-7000  
FAX: (814) 886-5952

June 3, 2004

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL

Borough of Brisbin  
P.O. Box 37  
Brisbin, PA 16620

Re: H.V. Camberg Services, Inc., Claimant

To Whom It May Concern:

This firm represents H.V. Camberg Services, Inc. located at 11368 Tyrone Pike, Iriona, Pennsylvania 16656, in connection with an automobile accident which occurred on February 6, 2004. This letter is intended to comply with the notice requirements of 42 Pa.C.S.A. § 5522.

Please consider this letter as the required statutory notice of our intention to file suit on behalf of H.V. Camberg Services, Inc. for damages arising from the accident. Set forth below is the information required to be submitted to your agency pursuant to the applicable statute:

1. Name and address of person to whom the cause of action has accrued:

H.V. Camberg Services, Inc.

2. Name and address of person injured:

1994 Ford Bronco 4x4 .OL-FI 2D UTV Green Vehicle  
sustained damages in the amount of \$2,415.33.

3. Date and Hour of Accident:

The accident occurred on February 6, 2004 at approximately 2:30 to 3:00 p.m.

"EXHIBIT A"

4. Approximate location of accident:

The accident occurred at the intersection of Bigler Street, Poland Avenue and the alley adjacent to Bigler Street.

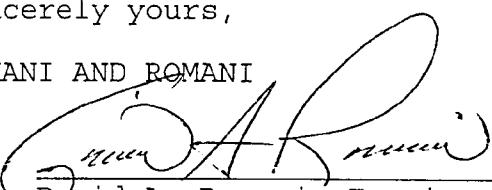
5. Name and address of attending physician:

The occupants of claimants motor vehicle were not treated by a physician at this time.

Sincerely yours,

ROMANI AND ROMANI

By:



David A. Romani, Esquire

DAR/bv

VERIFICATION

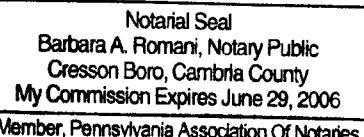
I, DAVID CAMBERG, Vice President, of H.V. CAMBERG SERVICES, INC., verify that the statements contained in this COMPLAINT are true and correct to the best of my information, knowledge and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsification to authorities.

H.V. CAMBERG SERVICES, INC.  
A Pennsylvania Corporation

By: David Camberg  
DAVID CAMBERG

Sworn to and subscribed  
before me this 4<sup>th</sup> day  
of June, 2004.

Barbara A. Romani  
Notary Public



**FILED**

10:34 266 to letter  
JUN 07 2004  
Clerk

William A. Shaw  
Prothonotary

ROMANI AND ROMANI

ATTORNEYS AT LAW  
720 SECOND STREET

P.O. BOX 207

CRESSON, PENNSYLVANIA 16630

(814) 886-7000  
FAX: (814) 886-5952

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-04**

DJ Name: Hon.

**JAMES L. HAWKINS**  
Address: **251 SPRING STREET**  
**P.O. BOX 362**  
**HOUTZDALE, PA**

Telephone: **(814) 378-7160**

**16651-0362**

**JAMES L. HAWKINS**  
**251 SPRING STREET**  
**P.O. BOX 362**  
**HOUTZDALE, PA 16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**H V CAMBERG SERVICES, INC**  
**11368 TYRONE PIKE**  
**IRVONA, PA 16656**

NAME and ADDRESS

DEFENDANT:

**BOROUGH OF BRISBIN**  
**PO BOX 37**  
**BRISBIN, PA 16620**

NAME and ADDRESS

Docket No.: **CV-0000019-04**  
Date Filed: **3/12/04**



*04-717-C*

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **H V CAMBERG SERVICES, INC**

Judgment was entered against: (Name) **BOROUGH OF BRISBIN**

in the amount of \$ **2,501.33** on: (Date of Judgment) **5/10/04**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on:

This case dismissed without prejudice.

*FILED  
MAY 10 2004  
2004*

Amount of Judgment	\$ <b>2,415.33</b>
Judgment Costs	\$ <b>86.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,501.33</b>

Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ **William A. Shaw**  
Prothonotary/Clerk of Courts

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-11-04 Date James L. Hawkins, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

5-27-04 Date James L. Hawkins, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF: Clearfield

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

James L. Hawkins  
Address:  
251 Spring Street  
Houtsdale, PA 16651  
Telephone: ( 814 ) 378-7160

## CIVIL COMPLAINT

PLAINTIFF:

H.V. Camberg Services, Inc.  
11368 Tyrone Pike  
Iriona, PA 16656

NAME and ADDRESS

DEFENDANT:

Borough of Brisbin  
P.O. Box 37  
Brisbin, PA 16620

VS.

NAME and ADDRESS

Docket No.: CV-19-04  
Date Filed: 3-12-04



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>86.00</u>	<u>3/12/04</u>
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2,415.33 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

On or about February 6, 2004, the Defendant, through its employees, agents and servants, negligently operated a motor vehicle and collided with the Plaintiff's motor vehicle causing damage to the Plaintiff's vehicle in the amount of \$2,415.33. Plaintiff demands judgment against Defendant in the amount of \$2,415.33, plus cost of suit.

I, David L. Camberg verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

H.V. Camberg Services, Inc.

✓ By: David L. Camberg, J.P.  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: David A. Romani, Esquire

Address: 720 Second Street

Telephone: (814) 886-7000

P.O. Box 207  
Cresson, PA 16630

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only. No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

2745	0005	0010	0003	Postage	\$
				Certified Fees	
				Return Receipt Fees (Endorsement Required)	
				Restricted Delivery Fees (Endorsement Required)	
				Total Postage & Fees	\$

Postmark  
Here

5/26/04

**Sent To**  
H. V. Camberg Services Inc  
Street, Apt. No.,  
or PO Box No. 11368 Tyrone Pike  
City, State, ZIP+4  
Irving PA 16656

PSR 5000 4800 2000 See reverse for instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail<sup>®</sup> or Priority Mail<sup>®</sup>.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS<sup>®</sup> postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

US Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only. No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

2745	3549
5005	
0000	
0010	
1000	
7000	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

5/6/04

**Sent To** James L. Hawkins, Mag.  
Street, Apt. No.  
or PO Box No. 251 Spring St., Box 362  
City, State, ZIP44 Houtzdale PA 16651

105-7014-4800-4 (04-2002) See Reverse for instructions

**Certified Mail Provides:**

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**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
CLAIM NO.	VS SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV LT			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

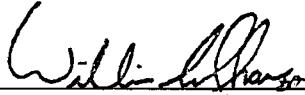
RULE: To \_\_\_\_\_, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

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

\_\_\_\_\_  
Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAY 21 2004

Attest.



Prothonotary/  
Clerk of Courts

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield :ss

**AFFIDAVIT:** I hereby swear or affirm that I served

A Copy of the Notice of Appeal, Courtroom Page No. 04-717-CD, upon the District Justice designated therein on  
(date of service) 5/26/04  by personal service  by (certified) registered mail, sender's  
return address attached, and upon the attorney (name) H. V. Camberg Services, Inc.  
(date of service) 5/26/04  by personal service  by (certified) registered mail, sender's receipt attached hereto.  
 and further that I have no Right to File a Complaint accompanying the above Notice of Appeal, pertaining thereto, to whom  
the file was addressed on 5/26/04  by personal service  by (certified) registered  
mail, sender's receipt attached hereto.

SWORN (AFFIDATED) AND SIGNED IN ST. JOHN'S

THIS 27<sup>th</sup> day of May, 2004.

*D. Beck*

My affidavit is true.

10:20 AM 5/26/04  
MAY 11 2004 *EJG*

COURT OF COMMON PLEAS  
of Clearfield Co., PA  
JUDICIAL DISTRICT  
46

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO. 04 - 717-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>Borough of Brisbin</b>	MAG. DIST. NO. OR NAME OF D.J. <b>46-3-04</b>		
ADDRESS OF APPELLANT <b>P. O. Box 37</b>	CITY <b>Brisbin</b>	STATE <b>PA</b>	ZIP CODE <b>16620</b>
DATE OF JUDGMENT <b>5/10/04</b>	IN THE CASE OF (Plaintiff) <b>H. V. Camberg Service, Inc.</b>	vs <b>Borough of Brisbin</b>	(Defendant)
CLAIM NO. <b>CV 0000019-04</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

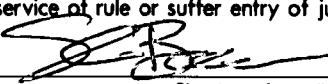
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon H. V. Camberg Services, Inc., appellee(s), to file a complaint in this appeal  
(Name of appellee(s))

(Common Pleas No. 04-717-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

  
Signature of appellant or his attorney or agent

RULE: To H. V. Camberg Services, Inc. appellee(s).  
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: May 21, 2004



Signature of Prothonotary or Deputy

MAY 21 2004

William J. Shaw  
Prothonotary

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; SS \_\_\_\_\_

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCR'BED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of attorney or party if used. If not used*

*Title of attorney*

My commission expires on \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

15-13-04

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**H V CAMBERG SERVICES, INC**  
11368 TYRONE PIKE  
IRVONA, PA 16656

VS.  
NAME and ADDRESS

**BOROUGH OF BRISBIN**  
PO BOX 37  
BRISBIN, PA 16620

Mag. Dist. No.:

**46-3-04**

DJ Name: Hon.

**JAMES L. HAWKINS**  
Address: 251 SPRING STREET  
P.O. BOX 362  
HOOTZDALE, PA

Telephone: (814) 378-7160      **16651-0362**

**ATTORNEY DEF PRIVATE :**

**MATTHEW TALADAY, ESQ**  
PO BOX 487  
DUBOIS, PA 15801

Docket No.: **CV-0000019-04**  
Date Filed: **3/12/04**



04-717-CD

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **H V CAMBERG SERVICES, INC**

Judgment was entered against: (Name) **BOROUGH OF BRISBIN**

in the amount of \$ **2,501.33** on: (Date of Judgment) **5/10/04**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

Amount of Judgment	\$ <b>2,415.33</b>
Judgment Costs	\$ <b>86.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,501.33</b>

This case dismissed without prejudice.

Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>=====</b>	
<b>Certified Judgment Total</b>	<b>\$ _____</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-11-04 Date James L. Hawkins, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, District Justice

My commission expires first Monday of January, **2006**.

SEAL

AOPC 315-03

DATE PRINTED: **5/11/04** **9:02:27 AM**

10.3 ~~postage~~ <sup>85</sup> ~~85~~ <sup>00</sup>  
MAY 21 2004  
Cape May.

William A. Shaw  
Prothonotary