

2004-1372-CD  
DONNA CARFLEY

VS

EDGAR ENGLISH

Date: 05/11/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 11:53 AM

ROA Report

Page 1 of 1

Case: 2004-01372-CD

Current Judge: Fredric Joseph Ammerman

Donna Sue Carfley vs. Edgar English

Civil Other

Date		Judge
09/02/2004	<input checked="" type="checkbox"/> Filing: Civil Complaint Paid by: Noble, Theron G. (attorney for Carfley, Donna) Receipt number: 1885807 Dated: 09/02/2004 Amount: \$85.00 (Check) 3 cert. to Atty.	No Judge
10/11/2004	<input checked="" type="checkbox"/> Praecipe For Entry of Appearance on behalf of Defendant, filed by Atty. Dugas	No Judge
11/03/2004	<input checked="" type="checkbox"/> Notice of First Set of Interrogatories and First Request for Production of Documents Directed to Plaintiff Donna Carfley, on behalf of Defendant Edgar English, dated Nov. 1, 2004, filed by s/Stephen L. Dugas, Esquire. No CC	No Judge
	<input checked="" type="checkbox"/> Answer and New Matter filed on behalf of Defendant, and notice to plead. Filed by s/ Stephen L. Dugas, Esquire. no CC.	No Judge
11/22/2004	<input checked="" type="checkbox"/> Reply To New Matter, filed by s/ Theron G. Noble, Esquire. No CC	No Judge
11/24/2004	<input checked="" type="checkbox"/> Sheriff Return, Now Sept. 29, 2004, Sheriff of Centre County Served the within complaint on Edgar English. So Answers, Chester A. Hawkins, Sheriff. By s/ Marilyn Hamm	No Judge
01/26/2005	<input checked="" type="checkbox"/> Notice of Deposition of Donna Carfley, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
06/17/2005	<input checked="" type="checkbox"/> Defendant Edgar English's Answers to Plaintiff's First Set of Request for Production of Documents, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
01/05/2006	<input checked="" type="checkbox"/> Praecipe for Entry of Appearance/Praecipe for Withdrawal of Appearance, filed. Kindly enter the appearance of Stephen L. Dugas Esq as counsel of record for Edgar English, filed by s/ Stephen L. Dugas Esq. Kindly withdraw the appearance of McIntyre, Dugas, Hartye & Schmitt, previously entered on behalf of Edgar English, filed by s/ John L. McIntyre Esq. No CC., copy to C/A.	No Judge
03/03/2006	<input checked="" type="checkbox"/> Praecipe to Substitute Appearance, filed. Substitute my Appearance on behalf of Edgar English filed by s/ Stephen L. Dugas Esq. No CC.	No Judge
	<input checked="" type="checkbox"/> Motion For Summary Judgment, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
03/24/2006	<input checked="" type="checkbox"/> Praecipe To File Deposition Transcripts, filed by s/ Stephen L. Dugas, Esquire. No CC Deposition Of Donna Carfley, March 3, 2005, filed. Deposition Of Edgar English, March 3, 2005, filed. Deposition of Brenda English, September 19, 2005, filed. Deposition of Thomas Hite, November 21, 2005, filed.	Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman Fredric Joseph Ammerman
04/21/2006	<input checked="" type="checkbox"/> Praecipe for Argument filed. By s/ Stephen L. Dugas, Esquire. No CC	Fredric Joseph Ammerman
04/28/2006	<input checked="" type="checkbox"/> Scheduling Order, NOW, this 28th day of April, 2006, Oral Argument is scheduled on Defendant's Motion for Summary Judgment for 2:00 p.m. on the 19th day of May, 2006 in Courtroom no. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.	Fredric Joseph Ammerman

5-19-2006 ☒ Praecipe to file original deposition transcripts

Clearfield County Court of Common Pleas  
Civil Disposition Report  
CT COMMON PLEAS,

User: LMILLER

All Case Types From 04/24/2006 to 04/28/2006 All Judgment Types			
Case	Parties	Filing date	Judgment
2006-00635-CD	Pennsylvania Electric Co. Plaintiff Williams, Peggy Sue Defendant	04/24/2006	DJ Transcript Judgme Open In favor of: Plaintiff Judgment amount or comment: \$2,620.20
2006-00651-CD	Giuseppe's Finer Foods, Inc Defendant Gortech Global Fabrication, Defendant ICP Asset Management, Inc Defendant ICP Global Holdings, Inc. Defendant Refrigeration Service & Eng Plaintiff Supenia, Nicole M. Defendant	04/27/2006	Mechanics Lien Claim Open In favor of: Plaintiff Judgment amount or comment: \$642,845.00
2006-00653-CD	Target National Bank Plaintiff Target Visa Plaintiff AMS Plaintiff	04/27/2006	DJ Transcript Judgme Open In favor of: Plaintiff Judgment amount or comment: \$3,677.11
2006-00654-CD	Citibank Plaintiff Colonial Credit Corporation Plaintiff Raybuck, Marietta D. Defendant	04/27/2006	DJ Transcript Judgme Open In favor of: Plaintiff Judgment amount or comment: \$1,282.64
2006-00655-CD	Federated Retail Holdings, I Plaintiff Kaufmann's Plaintiff Stone, Sharon E. Defendant	04/27/2006	DJ Transcript Judgme Open In favor of: Plaintiff Judgment amount or comment: \$1,259.72

Donna Sue Carley vs. Edgar English

## Civil Other

Date	Selected Items	Judge
5/22/2006	X Order, NOW, this 22nd day of May, 2006, following argument on the Def.'s Motion for Summary Judgment, Ordered that the said Motion is Dismissed. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Dugas	Fredric Joseph Ammerman
9/27/2006	X Praecipe to List for Trial, filed by Atty. Noble no cert. copies.	Fredric Joseph Ammerman
	X Motion in Limine, filed by Atty. Noble no cert. copies.	Fredric Joseph Ammerman
9/29/2006	X Rule To Show Cause, NOW, this 28th day of sept., 2006, upon consideration of the attached Plaintiff's Motion in Limine, a Rule is issued upon the Defendant. Rule Returnable for filing written response is set for the 27th day of October, 2006 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Noble	Fredric Joseph Ammerman
10/4/2006	X Notice of Service, filed. This 3rd day of October 2006, A true and correct copy of Plaintiff's Rule to Show Cause issued upon Motion in Limine, to Stephen L. Dugas Esq., filed by Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
11/6/2006	X Order, NOW, this 6th day of Nov., 2006, Defense counsel having indicated to the Court his "essential" agreement to Plaintiff's Motion in Limine, the same is hereby Granted. (see original). therefore, the argument scheduled on the Plaintiff's Motion in Limine on Nov. 22, 2006 is hereby Canceled. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Noble, Dugas	Fredric Joseph Ammerman
1/3/2007	X Order AND NOW, this 2nd day January 2007, it is the ORDER of this Court that the Pre-Trial Conference in the above matter shall be held on the 24th day of January 2007 at 9:30 a.m. in Chambers. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Naddeo and Deasy.	Fredric Joseph Ammerman
1/26/2007	X Order, NOW, this 24th day of Jan., 2007, following Pre-Trial Conference with counsel for the parties, Ordered: Jury Selection will be held on Feb. 1, 2007 at 10:00 a.m. in Courtroom 1. Jury Trial is scheduled for April 11 and 12, 2007 at 9:00 a.m. in Courtroom 1. (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Noble, Dugas.	Fredric Joseph Ammerman
2/1/2007	X Motions In Limine, filed by s/ Stephen L. Dugas, Esquire. No CC	Fredric Joseph Ammerman
2/6/2007	X Order, NOW, this 5th day of Feb., 2007, oral argument is scheduled on Defendant's Motions In Limine for the 5th day of March, 2007 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Dugas	Fredric Joseph Ammerman
2/7/2007	X Plaintiff's Reply to Defendant's Motion In Limine, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman

3-6-07 Order, dated 3-6-07  
3-6-07 order, dated 3-6-07

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Robert M. Dreibelbis

Vs.

Jeanne Marie Dreibelbis

No. 2006-01568-CD

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 February 22,  
2007, marked:

Joint Praecipe to Settle and Discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddo Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at  
Clearfield, Clearfield County, Pennsylvania this 22nd day of February A.D. 2007.

William A. Shaw, Prothonotary

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

Type of Pleading:

**CIVIL COMPLAINT**

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

*(EC)*  
**FILED** *Any Noble*  
*pl 11:01 AM* *pd 85.00*  
**SEP 02 2004** *3cc Any*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David Meholick, Court Administrator  
Clearfield County Courthouse  
2nd and Market Streets  
Clearfield, PA 16830  
(814)-765-2641

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

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No. 04- 1372 -CD

**CIVIL COMPLAINT**

**NOW COMES, the Plaintiff, Donna Carfley, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:**

**The Parties**

1. Plaintiff is Donna Carfley, an adult individual, who at all material times did reside at 138 Bressler Rd., Curwensville, Clearfield County, Pennsylvania.
2. That Defendant is Edgar English, an adult individual who, upon information and belief, does and at all material times did reside at RRD, Rt. #1, Box 412 L, Morrisdale, Clearfield County, Pennsylvania.

**Background**

3. That Ms. Carfley did rent an apartment from the Defendant at her aforementioned address.
4. That at approximately 6:00 A.M., on or about the morning of April 9, 2003, Ms. Carfley was returning to her residency. She parked her vehicle in a duly assigned area and was walking from her vehicle towards her apartment on a sidewalk, leading to her entranceway.
5. That said sidewalk was maintained, or should have been maintained by the defendant.



6. That as Ms. Carfley was walking on said sidewalk, she fell on a part of the sidewalk which was "cracked" and had pieces of concrete missing, causing her to fall and break her right ankle.

Negligence

Count I

7. That the averments of paragraphs 1 - 6, inclusive, are hereby incorporated as if again fully set forth at length.

8. That as Ms. Carfley's landlord, defendant owed Ms. Carfley a duty of care, which included that the premises she rented would be reasonably maintained and kept safe.

9. That Defendant breached that duty of care in that Defendant was negligent, as follows:

(a) He failed to properly maintain said sidewalk so as to provide a walking area with a flat surface;

(b) He failed to adequately inspect its premises such that it either did not discover, or if discovered, failed to correct the sidewalk which was in serious need of repair given the many cracks and "potholes"; and

(c) He failed to remedy a problem with the exterior lighting which Ms. Carfley had reported to Defendant months before the subject accident such that she might have had a visual opportunity to avoid the particular pothole in the sidewalk which caused her fall.

10. That Defendant's negligence was a direct and proximate cause of Ms. Carfley's accident and resulting broken ankle.

11. That as a result of the broken ankle, Ms. Carfley needed and obtained medical care, which has included numerous surgeries for the implantation and removal of numerous hardware devices as well as numerous follow up physical therapy sessions, all of which should be borne by the Defendant in an amount to be determined at time of trial.

12. That Ms. Carfley did miss work as a result of the broken ankle and resulting medical care for which she should be compensated in an amount to be determined at time of trial.

13. That Ms. Carfley did suffer and does continue to suffer pain from her injuries for which she should be compensated in an amount to be determined at time of trial.

14. That Ms. Carfley given her injuries and resulting treatments has had a loss of enjoyment of life for which she should be compensated in an amount to be determined at time of trial.

15. That Ms. Carfley has also suffered permanent scarring which subjects her to ridicule and embarrassment for which she should be compensated in an amount to be determined at time of trial.

16. To the extent Ms. Carfley has suffered permanent injury, she should be compensated in an amount to be determined at time of trial for any of the damages herein contained which might be permanent.

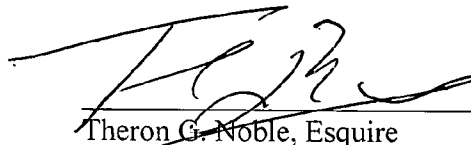
Miscellaneous

17. That jurisdiction is proper.

18. That venue is proper.

**WHEREFORE, Plaintiff requests that judgment be entered in her favor, together with costs and interest in an amount to be determined but in excess of Twenty-Thousand Dollars.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA S. CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDWARD ENGLISH,  
an adult individual,

DEFENDANT.

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No. 04- 1372 -CD

VERIFICATION

I, Donna S. Carfley, Plaintiff, does hereby swear and affirm that I have read the foregoing and attached CIVIL COMPLAINT in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 27 day of August, 2004.

Donna S. Carfley  
Donna S. Carfley, Plaintiff

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE:

: PRAECIPE FOR APPEARANCE

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 6th DAY OF  
October, 2004.

\_\_\_\_\_  
Attorneys for Named Defendant

**FILED**

M 9:40 AM NOCC

OCT 11 2004

William A. Shaw  
Prothonotary

DONNA CARFLEY,  
Plaintiff

vs.

EDGAR ENGLISH,  
Defendant

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

No. 04-1372-CD

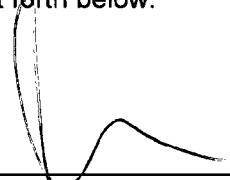
JURY TRIAL DEMANDED

**PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

Enter my Appearance on behalf of Defendant Edgar English

Papers may be served at the address set forth below.

  
\_\_\_\_\_  
Attorney for Defendant

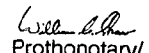
**McINTYRE, DUGAS, HARTYE & SCHMITT**  
Stephen L. Dugas, Esquire  
PA I.D. #21351  
P.O. Box 533  
Hollidaysburg, PA 16648-0533  
PH: (814) 696-3581  
FAX: (814) 696-9399

Date: October 6, 2004

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

OCT 11 2004

Attest.

  
Prothonotary/  
Clerk of Courts

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE: Defendant Edgar English's  
: Notice of First Set of Interrogatories and  
: First Request for Production of Documents  
: Directed to Plaintiff Donna Carfley

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

:  
: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 1<sup>st</sup> DAY OF  
November, 2004.

\_\_\_\_\_  
Attorneys for Named Defendant

FILED *EGK*  
*IN 11:32 AM NOV*

NOV 03 2004

*William A. Shaw*  
*Prothonotary*

DONNA CARFLEY,

Plaintiff

vs.

EDGAR ENGLISH,

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY, PA  
: CIVIL DIVISION

: No. 04-1372-CD

: JURY TRIAL DEMANDED

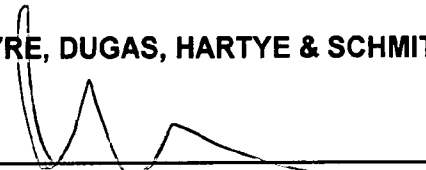
**NOTICE OF SERVICE OF INTERROGATORIES  
DIRECTED TO PLAINTIFF and  
REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO PLAINTIFF DATED NOVEMBER 1, 2004**

TO: PROTHONOTARY

You are hereby notified that on the 1<sup>st</sup> day of November, 2004, Defendant, Edgar English served Interrogatories and Request for Production of Documents Directed to Plaintiff Dated November 1, 2004 by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

**McINTYRE, DUGAS, HARTYE & SCHMITT**

  
Attorney for Defendant

**STEPHEN L. DUGAS, ESQUIRE**  
**PA I.D. No. 21351**  
P. O. Box 533  
Hollidaysburg, PA 16648-0533  
**(814) 696-3581**

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE: ANSWER AND NEW MATTER

: PRAECIPE FOR APPEARANCE

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
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I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 1<sup>st</sup> DAY OF  
November, 2004.

  
\_\_\_\_\_  
Attorneys for Named Defendant

**FILED** E6/L  
m 11:32 AM NOCC  
NOV 03 2004

William A. Shaw  
Prothonotary



DONNA CARFLEY,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY, PA
Plaintiff	:	CIVIL DIVISION
	:	
vs.	:	No. 04-1372-CD
	:	
EDGAR ENGLISH,	:	
	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**ANSWER AND NEW MATTER**

AND NOW, comes EDGAR ENGLISH, defendant and by and through his attorneys, McIntyre, Dugas, Hartye & Schmitt, files this Answer and New Matter to plaintiff's Complaint where the following is a statement.

1. Admitted, with the clarification that the plaintiff was a tenant in sole and exclusive possession of the premises located at 138 Bressler Road, Curwensville, Clearfield County, Pennsylvania, said premises having a mailing address of R.D.1, Box 19, Curwensville, Pennsylvania.

2. Admitted, with the clarification that the defendant's residence address is 115 Laurel Hill Road, Phillipsburg, PA 16866..

3. Denied. To the contrary, plaintiff Donna Carfley rented the entire premises from defendant, not merely an apartment.

4. After reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 4 of the Complaint. Strict proof is demanded at time of trial.

5. Denied. The averments in paragraph 5 are mere conclusions of law which are deemed denied and at issue by the Rules of Pleading. All averments are also denied to pursuant to Pa. R.C.P. Rule 1029(e).

6. After reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 6 of the Complaint. Strict proof is demanded at time of trial.

7-16. All averments in paragraphs 7 through 16, inclusive of the plaintiff's Complaint are denied. To the extent the said averments constitute mere conclusions of law, they are deemed denied and at issue by the Rules of Pleading. All said averments are further denied by Pa. R.C.P. Rule 1029(e). To the extent there are any averments of fact which have not otherwise been effectively denied, after reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth thereof. Strict proof is demanded at time of trial.

17-18. Averments in paragraphs 17 and 18 of the Complaint are mere conclusions of law which are deemed denied and at issue by the Rules of Pleading.

WHEREFORE, defendant EDGAR ENGLISH demands that plaintiff's Complaint against him be dismissed, with prejudice, together with costs of suit awarded.

**NEW MATTER**

19. To the extent that the plaintiff suffered any injuries or damages as alleged, the same were solely and proximately due to her assumption of risk or contributory negligence, as a

result of which, she is barred from any recovery, or any recovery must be reduced in accordance with the Pennsylvania Comparative Negligence Act.

20. At all times relevant to the plaintiff's Complaint, she was the tenant-in-possession of the premises where the accident is alleged to have occurred, under a written lease with defendant. A copy of the said lease is attached hereto, marked "Exhibit A" and made a part hereof.

21. The condition of the premises remained the same from the date that the plaintiff took possession under the aforesaid lease through the date of the incident described in her Complaint.

22. Under the facts and circumstances alleged in her Complaint, the plaintiff has failed to set forth a cause of action against this defendant upon which relief can be granted.

WHEREFORE, defendant EDGAR ENGLISH demands that the plaintiff's Complaint against him be dismissed, with prejudice, together with costs of suit awarded.

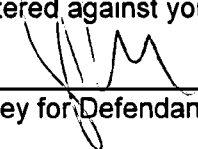
Respectfully submitted,

McINTYRE, DUGAS, HARTYE & SCHMITT

## **NOTICE TO PLEAD**

**TO: Plaintiff DONNA CARFLEY**

You are hereby notified to file a written response to the enclosed **ANSWER AND NEW MATTER** within twenty (20) days from service hereof or a judgment may be entered against you.

  
\_\_\_\_\_  
Attorney for Defendant

\_\_\_\_\_  
Attorney for Defendant  
STEPHEN L. DUGAS, ESQUIRE  
PA ID. No. 21351  
P. O. Box 533  
Hollidaysburg, PA 16648  
(814) 696-3581  
(814) 696-9399 – FAX

# EXHIBIT A

11-14-02

ONE YEAR LEASE  
2 BEDROOM HOUSE LOCATED  
R.D. 1, BOX 19, CURWENSVILLE, PA

I, EDGAR ENGLISH, AGREE TO RENT THE 2 BEDROOM HOUSE MENTIONED ABOVE TO THE UNDERSIGNED TENANTS. THE TENANT IS COMPLETELY RESPONSIBLE FOR THE RENT. THE RENT IS DUE THE 15TH OF EACH MONTH. THE RENT MUST BE PAID NO LATER THAN THE 25TH OF THE MONTH. THE RENT REMAINING UNPAID AS OF THE 25TH OF THE MONTH WILL CONSTITUTE NOTE OF THE TENANT'S INTENTION TO MOVE OUT BY THE END OF THAT MONTH. THE RENT WILL STILL BE DUE FOR THAT MONTH.

NO PETS WILL BE ALLOWED IN THE HOUSE. NO UNREGISTERED VEHICLES WILL BE KEPT ON THE PROPERTY.

THE TENANT IS RESPONSIBLE FOR ALL UTILITIES. THIS IS A ONE YEAR LEASE. THIS AGREEMENT REMAINS IN FORCE UNTIL A NEW AGREEMENT IS SIGNED. THE AMOUNT OF THE RENT IS \$250.00 PER MONTH. THE SECURITY DEPOSIT IS ALSO \$250.00. THE TENANT IS RESPONSIBLE FOR MOWING THE LAWN AND SNOW REMOVAL.

THE TENANT WILL OCCUPY THE HOUSE THEMSELVES. NO SUBLETTING IS ALLOWED.

GUESTS CHILDREN WILL BE SUPERVISED AT ALL TIME. DISTURBANCES AND/OR DAMAGE DONE BY THE GUESTS IS THE RESPONSIBILITY OF THE TENANT, AS IS DAMAGE DONE BY THE TENANTS. ANY EXCEPTIONS MADE BY THE OWNERS TO THE ABOVE CONDITIONS DO NOT OBLIGATE THEM TO MAKE SUBSEQUENT EXCEPTIONS.

THE TENANT KNOWS THAT THE BUILDING IS IN PROCESS OF IMPROVEMENT AND SOME OCCASIONAL INCONVENIENCES MAY BE UNAVOIDABLE, ALTHOUGH IT WILL BE KEPT TO A MINIMUM. THE TENANT AGREES TO ASSIST IN THE PROCESS BY REPORTING PROBLEMS AS SOON AS POSSIBLE. THE TENANT IS RESPONSIBLE FOR KEEPING THINGS NEAT AND CLEAN.

THE TENANTS WILL GIVE AT LEAST 1 MONTH NOTICE PRIOR TO MOVING. THE HOUSE IS TO BE IN GOOD CONDITION WHEN LEAVING.

FOR PLUMBING, ELECTRICAL OR ANY OTHER PROBLEMS, CONTACT ED ENGLISH AT 342-3343 AS SOON AS POSSIBLE.

EDGAR L. ENGLISH, OWNER

*Edgar L. English, Jr.*

DONNA CARFLEY, TENANT

*Donna A. Carfley*

CHRISTIAN COX, TENANT

\_\_\_\_\_


*Pd  
sec or deposit  
total of \$500.00  
11-14-02*



**VERIFICATION**

I, **Edgar English**, do hereby verify that I have read the foregoing **Answer and New Matter**. The statements therein are correct to the best of my personal knowledge or information and belief.

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

  
\_\_\_\_\_  
Edgar English

Date: 10/21/04

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

Type of Pleading:

**REPLY TO NEW MATTER**

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED** <sup>NO</sup>CC  
NOV 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**WHEREFORE, Plaintiff requests that judgment be entered in her favor, together with costs and interest in an amount to be determined but in excess of Twenty-Thousand Dollars as per her CIVIL COMPLAINT.**



Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. G. Noble', written over a horizontal line.

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

**VERIFICATION**

I, Donna Carfley, Plaintiff, does hereby swear and affirm that I have read the foregoing and attached REPLY TO NEW MATTER in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 17<sup>th</sup> day of November, 2004.

Donna Carfley  
Donna Carfley, Plaintiff

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

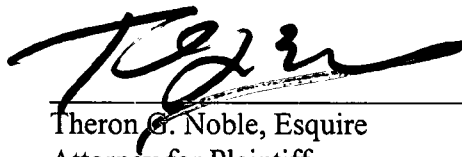
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 17<sup>th</sup> day of November, 2004, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's REPLY TO NEW MATTER, to the below person at said address, being counsel of record for the Defendant:

Stephen L. Dugas, Esquire  
McIntry, Dugas, Harye & Schmitt  
P.O. Box 533  
Hollidaysburg, PA 16648-0533

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

CARFLEY, DONNA

VS.

ENGLISH, EDGAR

COMPLAINT

Sheriff Docket #

16235

04-1372-CD

**SHERIFF RETURNS**

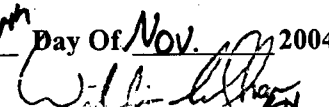
NOW SEPTEMBER 21, 2004 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON EDGAR ENGLISH, DEFENDANT.

NOW SEPTEMBER 29, 2004 SERVED THE WITHIN COMPLAINT ON EDGAR ENGLISH, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BRENDA ENGLISH, SPOUSE.

**Return Costs**


Cost	Description
37.12	SHERIFF HAWKINS PAID BY: ATTY CK# 1554
10.00	SURCHARGE PAID BY: ATTY CK# 1555
63.40	CENTRE CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

24<sup>th</sup> Day Of Nov. 2004  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED** E6/K  
012:41301  
NOV 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

14235

**INSTRUCTIONS FOR SERVICE OF PROCESS:** You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

**SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE**

**TO BE COMPLETED BY SHERIFF**

Commonwealth of Pennsylvania, in the manner described below:

- Defendant(s) personally served.
- Adult family member with whom said Defendant(s) resides(s). Relationship is SPOUSE
- Adult in charge of Defendant's residence.
- Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- Agent or person in charge of Defendant's office or usual place of business.
- \_\_\_\_\_ and officer of said Defendant company.
- Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

**Defendant not found because:**

Moved      Unknown      No Answer      Vacant      Other

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00	-	2.50	41.40	.50	1.00	63.40	811.60

17. AFFIRMED and subscribed to before me this <u>04</u>	So Answer.	
20. day of <u>Oct</u> 20 <u>04</u>	18. Signature of Dep. Sheriff	19. Date
23. <u>Carlene Peters</u>	21. Signature of Sheriff <u>Randy Pappala 4531</u>	22. Date <u>9/29/04</u>

My Commission Expires: \_\_\_\_\_

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF MY CURRENT AND PAST ASSOCIATION (i.e., Member, Pennsylvania Association of Notaries)	25. Date Received
--	-------------------

White - Prothonotary      Canary - Attorney

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE:  
: Notice of Deposition of  
: Donna Carfley

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 24th DAY OF JANUARY,  
2005.

\_\_\_\_\_  
Attorneys for Named Defendant

FILED 614  
NO  
CC  
JAN 26 2005

CLERK OF COURT  
JANUARY 26, 2005

DONNA CARFLEY,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY, PA
Plaintiff	:	CIVIL DIVISION
	:	
vs.	:	No. 04-1372-CD
	:	
EDGAR ENGLISH,	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**NOTICE OF DEPOSITION**

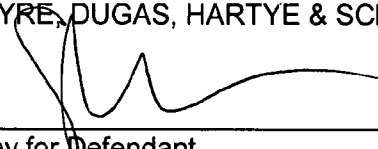
TO: Donna Carfley  
c/o Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

Please take notice that the deposition of **DONNA CARFLEY** shall be taken upon oral examination by an official Court Reporter at Sargent's Court Reporting Service, 106 N. Second Street, Clearfield, PA, 16830, on the **3<sup>rd</sup>** day of **March, 2005**, commencing at **1:00 p.m. with the deposition of Edgar English to commence at 11:00 a.m. on March 3, 2005.**

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

McINTYRE, DUGAS, HARTYE & SCHMITT

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

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE

PA I.D.#: 21351

P.O. Box 533

Hollidaysburg, PA 16648-0533

(814) 696-3581



ORIGINAL

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE: Defendant Edgar English's  
: Answers to Plaintiff's First Set of Request for  
: Production of Documents

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

:  
: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 16<sup>th</sup> DAY OF JUNE, 2005.

\_\_\_\_\_  
Attorneys for Named Defendant

FILED

JUN 17 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
w/c/c

**STEPHEN L. DUGAS, ESQUIRE**  
**PA I.D. No. 21351**  
P. O. Box 533  
Hollidaysburg, PA 16648-0533  
**(814) 696-3581**

DONNA CARFLEY,

Plaintiff

vs.

EDGAR ENGLISH,

Defendant

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

No. 04-1372-CD

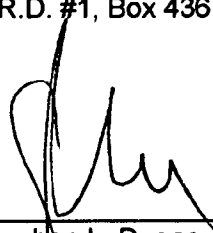
JURY TRIAL DEMANDED

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO: PROTHONOTARY

Kindly enter the appearance of Stephen L. Dugas, Esquire, as counsel of record for, Edgar English, in the above-captioned action noting that all papers and process for service upon said party may be served upon the undersigned at his office, R.D. #1, Box 436 F, Roaring Spring, PA 16673.

By

  
Stephen L. Dugas, Esquire  
Attorney for Defendant

Dated: 12-31-05

**PRAECIPE FOR WITHDRAWAL OF APPEARANCE**

TO: PROTHONOTARY

Kindly withdraw the appearance of McIntyre, Dugas, Hartye & Schmitt, previously entered on behalf of Edgar English, in the above-entitled action, based upon the appearance of Stephen L. Dugas, Esquire as counsel of record for Edgar English.

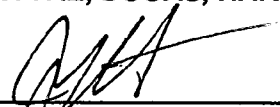
FILED

JAN 05 2006

William A. Shaw  
Prothonotary/Clerk of Courts

Dated: \_\_\_\_\_

**MCINTYRE, DUGAS, HARTYE, & SCHMITT**

By:  12-28-05  
John L. McIntyre, Esquire  
PA I.D. No. 28015

P.O. Box 533  
Hollidaysburg, PA 16648  
(814) 696-9399

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DONNA CARFLEY

Plaintiff,

v.

EDGAR ENGLISH

Defendant

: CIVIL DIVISION

:

:

: No: 04-1372-CD

:

: ISSUE:

: PRAECIPE TO SUBSTITUTE APPEARANCE

:

: FILED ON BEHALF OF DEFENDANT:

: EDGAR ENGLISH

:

: COUNSEL ON RECORD FOR DEFENDANT:

:

: MARGOLIS EDELSTEIN

: STEPHEN L. DUGAS, ESQUIRE

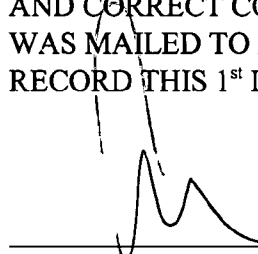
: PA.I.D.# 21351

: P.O. Box 628

: Hollidaysburg, PA 16648

: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 1<sup>st</sup> DAY OF MARCH, 2006

  
\_\_\_\_\_  
Attorneys for Named Defendant

**FILED**

MAR 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

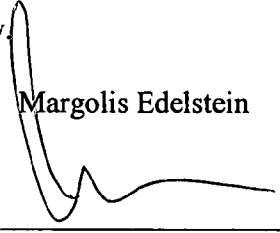
**PRAECIPE TO SUBSTITUTE APPEARANCE**

TO: PROTHONOTARY

Substitute my Appearance on behalf of Defendant Edgar English.

Papers may be served at the address set forth below.

Margolis Edelstein

By:   
Attorney for Defendant  
Stephen L. Dugas, Esquire  
PA.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: March 1, 2006

6A

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

DONNA CARFLEY

Plaintiff,

v.

EDGAR ENGLISH

Defendant

: CIVIL DIVISION

:

:

: No: 04-1372-CD

:

: ISSUE:

: Motion for Summary Judgment

:

: FILED ON BEHALF OF DEFENDANT:

: EDGAR ENGLISH

:

: COUNSEL ON RECORD FOR DEFENDANT:

:

: MARGOLIS EDELSTEIN

: STEPHEN L. DUGAS, ESQUIRE

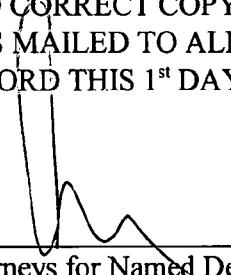
: PA.I.D.# 21351

: P.O. Box 628

: Hollidaysburg, PA 16648

: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 1<sup>st</sup> DAY OF MARCH, 2006

  
\_\_\_\_\_  
Attorneys for Named Defendant

**FILED** <sup>NO CC</sup>  
m12:29/2006  
MAR 03 2006 <sup>GR</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
vs.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**MOTION FOR SUMMARY JUDGMENT**

NOW COMES, Defendant, Edgar English, and by his Attorneys, Margolis Edelstein files this Motion for Summary Judgment, pursuant to Pa.R.C.P., Rule 1035.1 et seq., whereof the following is a statement:

1. This action was commenced when Plaintiff filed her complaint on or about September 2, 2004.

2 Defendant filed a timely and responsive Answer and New Matter to the Plaintiff's complaint, denying all averments of negligence, and raising by New Matter certain affirmative defenses, including comparative negligence, assumption of risk, and failure to set forth a cause of action against Defendant under Plaintiff's status as tenant-in-possession of the premises where the accident is alleged to have occurred.

3. In her Reply to New Matter, Plaintiff admitted the following allegations in Defendant's New Matter:

20. At all times relevant to the Plaintiff's Complaint, she was the tenant-in-possession of the premises where the accident is alleged to have occurred under a written lease with Defendant. A copy of the said lease is attached hereto,



marked "Exhibit A" and made a part hereof.

4. As part of discovery conducted in this matter, the deposition of Plaintiff Donna Carfley was taken on March 3, 2005. In her deposition, Plaintiff testified, in relevant part, as follows:

- a. She was 35 years of age, attended school through 11<sup>th</sup> grade and had obtained a GED. (Page 7);
- b. She was a tenant at the subject premises beginning November 15, 2002 until April 30, 2004 (Page 8-9);
- c. The back door to the subject premises was "the main entrance" for the Plaintiff, and she would pass through that door "a dozen" times daily. (Page 15-16);
- d. From November 15, 2002 to approximately December, 2003, there was no substantial change in the condition of the sidewalk outside the back door to the subject premises. (Page 18-19);
- e. There was an electric light fixture on the exterior wall of the subject premises, immediately next to the back door. (Page 20);
- f. On the day she first moved into the subject premises, Plaintiff noticed that the electric light bulb in the fixture outside the back door was broken, asked Defendant "about having it fixed", but never herself attempted to replace the allegedly broken light bulb thereafter. (Page 21-22);
- g. At the time of the events complained of, she was employed, working 2:30 p.m. to 11:00 p.m., which meant that when she left for work it would be daylight, and when she returned, it would be dark. (Depo Page 23);
- h. During the day, there was sufficient natural light for her to see where she was walking when she exited the back door, although at night, there would be no natural illumination. (Page 24-25);
- i. Plaintiff was aware an individual named Ed Hite was working on the subject premises, including "some electrical work" for a period of approximately a month after Plaintiff first moved into the subject premises, but she never mentioned the allegedly inoperative light outside the back door to that individual. (Page 25-27);
- j. At no time did the Plaintiff ever bring to Defendant's attention the allegedly defective condition of the sidewalk outside the back door, where Plaintiff claims to have fallen. (Page 28-30);

- k. The day before the accident complained of occurred was a Wednesday, and Plaintiff was not scheduled to work, so she went to her mother's home in Clearfield, Pennsylvania, leaving the subject premises sometime when it was "still light out", and remaining at her mother's home until 6:00 a.m. the following morning. (Page 33-34);
- l. The Plaintiff left her mother's home in Clearfield at 6:00 a.m., traveled for 20 minutes, then arrived back at the subject premises at 6:20 a.m., parking her vehicle on the premises, facing the back of the house. (Page 34);
- m. The Plaintiff walked from her parked vehicle across a grassy area, then onto the sidewalk at the rear of the subject premises, and continued toward the back door;
- n. The Plaintiff testified that it was "dark" when she fell, and did not specifically know precisely where her foot landed, except to remember "a little bit of a hole my foot going in and it twisting and then I fell...", but she specifically admitted that she did not know if her foot had not slipped off the edge of the sidewalk on the other side of the "hole" nor could she say that she did not "twist" her ankle when she stepped on a decorative frog outside the back door, which belonged to the Plaintiff, and which she had placed in that location. (Page 40-42).

5. During her deposition, Plaintiff identified a photograph, indicated that it accurately represented the scene of the alleged accident, and circled the area where her foot allegedly went into "the hole", causing her to fall. A copy of the photograph as identified by Plaintiff in said fashion is attached hereto, marked "Exhibit A".

6. A copy of the Lease, admitted by the Plaintiff to have been in effect at the time of the accident, is attached hereto, marked "Exhibit B", and made a part hereof.

7. The deposition of Defendant Edgar English was taken on March 3, 2005. In his deposition, Defendant testified in relevant part that:

- a. He caused the metal kitchen cabinets to be replaced with wooden cabinets in subject premises, which remodeling took place during the month of January, 2003 (Page 17-18);
- b. The Defendant recalled a conversation with "Chris Cops", (more properly "Chris Cox"), in November, 2002, in which

Defendant was told that the glass of the light bulb was "busted", and the Defendant advised Mr. Cox that "he needed a bulb. I didn't feel that it was my responsibility to replace the bulbs", and he told Mr. Cox to "put a bulb in it". (Page 19-20);

- c. Defendant testified that, in his opinion, "changing light bulbs" was not his responsibility as a landlord, but was one of the responsibilities for routine upkeep and maintenance that devolved upon the tenant. (Page 26).

8. Also testifying by deposition was the said Thomas Hite, the individual identified by the parties in their depositions, who testified on November 21, 2005, that:

- a. He recalled being requested by Defendant to "repair the back porch light", and although he was not sure, he believes that it was just about the time that the Plaintiff was "moving in". (Page 14);
- b. The witness repaired the outside light by replacing it with "a new fixture", because "the socket was bad in the light fixture itself", and it took him approximately 30 to 60 minutes to accomplish the job. (Page 15);
- c. The witness was called back at a later date to perform other work, and to look at the back porch light again by Defendant, and when he did so, he observed that "the bulb was broke off inside and the globe that covered the bulb was missing", so again he "replaced the whole fixture because it was cheaper to buy a whole fixture than just a globe, the glass jar that goes over the top of the light bulb" (Page 18-19).

9. As part of discovery, Plaintiff served a Request for Production of Documents on Defendant, requesting, among other things, a true and correct copy of cancelled checks or other documentation relating to payments made by Defendant to the said Tom Hite for services performed for Defendant between September, 2002 and July, 2003. In response, Defendant produced the document, a copy of which is attached hereto, marked "Exhibit C" and made a part hereof.

10. Defendant also produced, in response to Plaintiff's Request for Production for true

and correct copies of all invoices given Defendant by the said Tom Hite for the period September 2002 through July 2003 for work performed by him for Defendant, a document, a copy of which is attached hereto marked "Exhibit D" and made a part hereof.

11. Also testifying by deposition was Defendant's spouse, Brenda English, who testified on September 19, 2005, in relevant part that:

- a. She spoke to Plaintiff's "boyfriend", Christopher Cox, who reported to her that "they had to remove the glass globe" from the light outside the back door, but "Mr. Hite put a new globe on it with the proper size bulb." (Page 23);
- b. She recalled this occurred "as soon as they (i.e. Plaintiff and Mr. Cox) moved in", and that "Mr. Cox didn't like the white bulbs, he said it was too bright (and) went with this yellow bug-looking light, which didn't fit... to use with the globe, (leaving) the bulb... exposed." (Page 23-24);
- c. The witness recalled that this all took place at the "end of November", that Mr. Cox told her "the bulb was burning out" (and) they had to keep replacing it, they didn't understand why." (Page 24);
- d. This was the occasion that the said Tom Hite first was called to service the premises, and that he "took out the wrong bulb... bought a new glass globe because he couldn't find the other one, apparently he threw it out, and replaced it with the right size bulb". (Depo Page 24);
- e. At some later point in time, while Plaintiff remained a tenant, the witness was present on the subject premises, and personally observed that the aforementioned light fixture again had a yellow bulb in it, the witness recalling this occasion to have been sometime in January or February 2003. (Depo Page 25-26).

12. Plaintiff has alleged in her complaint that she was caused to suffer injuries because she fell on a part of the sidewalk outside the back door that was in a defective condition, and that she was unable to observe and avoid that defective condition because there was insufficient light available.

13. Because the Plaintiff has testified that the accident occurred at 6:20 a.m. on April

10, 2003, the condition of available natural illumination is of significance. In order to ascertain the prevailing conditions at the time, date and place of the accident complained of, a report was obtained from Compu-Weather. A copy of the report from Compu-Weather together with copies of the supporting data, derived from official reports of the U.S. Department of Commerce, National Weather Service, is attached hereto, marked "Exhibit E" and made a part hereof.

14. As shown on the report marked "Exhibit E" attached hereto, on April 10, 2003, a trace only of snow and ice was present on exposed, untreated, undisturbed outdoor surfaces in the vicinity of Curwensville, Pennsylvania, the result of events occurring prior to April 10, 2003, and at 6:20 a.m., the sky was mostly cloudy, with no precipitation falling, temperature near 34 degrees F, visibility was unrestricted to the local horizon, and with respect to natural lighting, visibility was sufficient for normal outdoor activities with official Civil Twilight beginning at 6:15 a.m. that date.

15. Under Pa.R.C.P. Rule 1035.2, after the pleadings are closed, any party may move for summary judgment whenever there is no genuine issue of any material fact as to a necessary element of cause of action which could be established by additional discovery or expert report, or if, after the completion of discovery relevant to the motion, including production of expert reports, the Plaintiff has failed to produce evidence or facts essential to the cause of action which in a jury trial would require the issues to be submitted to a jury.

16. In the instant case, Plaintiff bears the burden to prove that, with respect to the injuries she received on premises of which she was in full and exclusive possession under the written Lease, the facts and circumstances are such as to bring her cause of action within an exception to the general rule set forth in Restatement 2d Torts, Section 356, which states that:

Conditions existing when lessor transfers possession: General Rule.

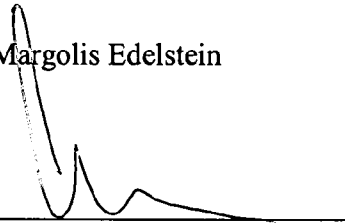
Except as stated in Sections 357-362, a lessor of land is not liable to his lessee or to others on the land for physical

harm caused by any dangerous condition, whether natural or artificial, which existed when the lessee took possession.

17. There are no facts in the record, as that term is defined by Pa.R.C.P. Rule 1035.1, that would bring the Plaintiff's cause of action within any exception to the general preclusion against liability of Defendant, the Lessor out-of-possession of the subject premises.

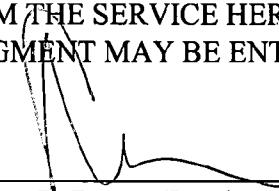
WHEREFORE, Defendant Edgar English moves This Honorable Court for Summary Judgment in his favor, and against Plaintiff, and demands that the Plaintiff's Complaint against him be dismissed, with prejudice.

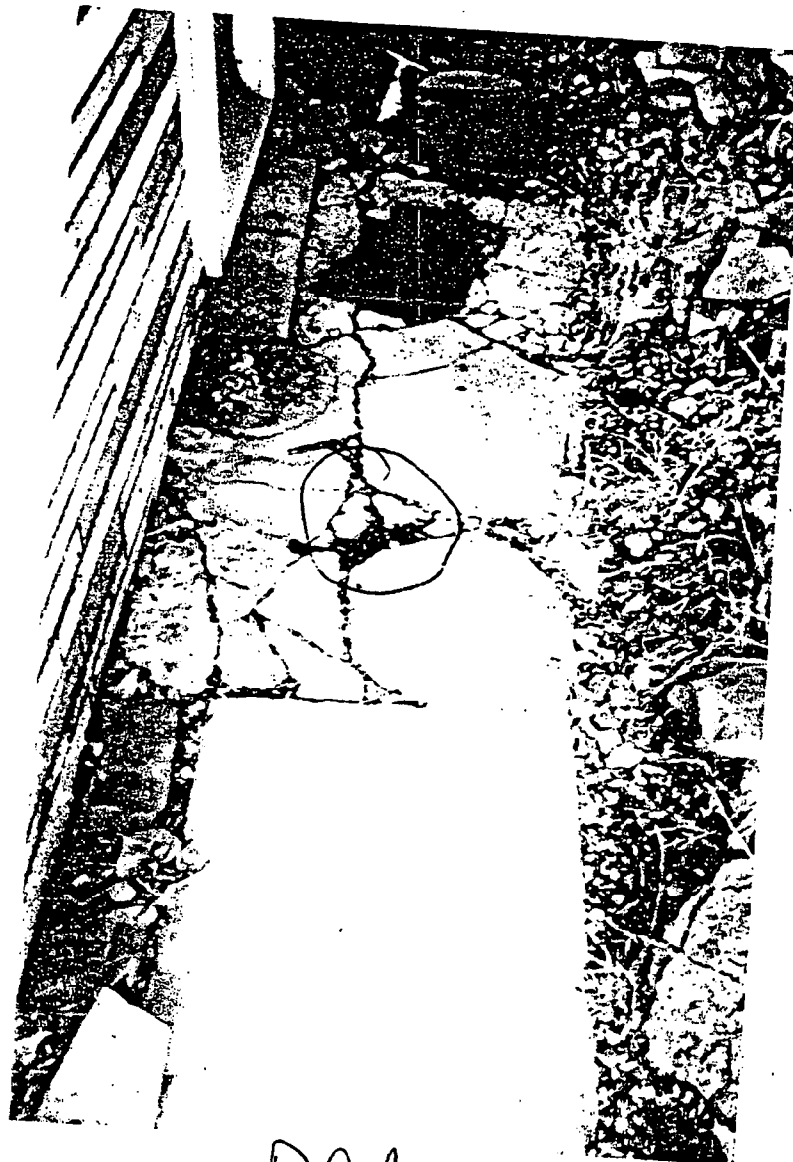
Margolis Edelstein

By:   
Stephen L. Dugas, Esquire  
Attorney for Defendant  
PA.I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224-2119

**TO: PLAINTIFF**

YOU ARE HEREBY NOTIFIED  
TO FILE A WRITTEN RESPONSE TO  
THE ENCLOSED MOTION FOR SUMMARY  
JUDGMENT WITHIN TWENTY (20) DAYS  
FROM THE SERVICE HEREOF OR A  
JUDGMENT MAY BE ENTERED AGAINST YOU.

  
Stephen L. Dugas, Esquire



DC1

"EXHIBIT A"

11-14-02

ONE YEAR LEASE  
2 BEDROOM HOUSE LOCATED  
R.D. 1, BOX 19, CURWENSVILLE, PA

I, EDGAR ENGLISH, AGREE TO RENT THE 2 BEDROOM HOUSE MENTIONED ABOVE TO THE UNDERSIGNED TENANTS. THE TENANT IS COMPLETELY RESPONSIBLE FOR THE RENT. THE RENT IS DUE THE 15TH OF EACH MONTH. THE RENT MUST BE PAID NO LATER THAN THE 25TH OF THE MONTH. THE RENT REMAINING UNPAID AS OF THE 25TH OF THE MONTH WILL CONSTITUTE NOTE OF THE TENANTS INTENTION TO MOVE OUT BY THE END OF THAT MONTH. THE RENT WILL STILL BE DUE FOR THAT MONTH.

NO PETS WILL BE ALLOWED IN THE HOUSE. NO UNREGISTERED VEHICLES WILL BE KEPT ON THE PROPERTY.

THE TENANT IS RESPONSIBLE FOR ALL UTILITIES. THIS IS A ONE YEAR LEASE. THIS AGREEMENT REMAINS IN FORCE UNTIL A NEW AGREEMENT IS SIGNED. THE AMOUNT OF THE RENT IS \$250.00 PER MONTH. THE SECURITY DEPOSIT IS ALSO \$250.00. THE TENANT IS RESPONSIBLE FOR MOWING THE LAWN AND SNOW REMOVAL.

THE TENANT WILL OCCUPY THE HOUSE THEMSELVES. NO SUBLETTING IS ALLOWED.

GUESTS CHILDREN WILL BE SUPERVISED AT ALL TIME. DISTURBANCES AND/OR DAMAGE DONE BY THE GUESTS IS THE RESPONSIBILITY OF THE TENANT, AS IS DAMAGE DONE BY THE TENANTS. ANY EXCEPTIONS MADE BY THE OWNERS TO THE ABOVE CONDITIONS DO NOT OBLIGATE THEM TO MAKE SUBSEQUENT EXCEPTIONS.

THE TENANT KNOWS THAT THE BUILDING IS IN PROCESS OF IMPROVEMENT AND SOME OCCASIONAL INCONVENIENCES MAY BE UNAVOIDABLE, ALTHOUGH IT WILL BE KEPT TO A MINIMUM. THE TENANT AGREES TO ASSIST IN THE PROCESS BY REPORTING PROBLEMS AS SOON AS POSSIBLE. THE TENANT IS RESPONSIBLE FOR KEEPING THINGS NEAT AND CLEAN.

THE TENANTS WILL GIVE AT LEAST 1 MONTH NOTICE PRIOR TO MOVING. THE HOUSE IS TO BE IN GOOD CONDITION WHEN LEAVING.

FOR PLUMBING, ELECTRICAL OR ANY OTHER PROBLEMS, CONTACT ED ENGLISH AT 342-3343 AS SOON AS POSSIBLE.

EDGAR L. ENGLISH, OWNER

Edgar L. English, Owner

DONNA CARFLEY, TENANT

Donna A. Carfley

CHRISTIAN COX, TENANT

\_\_\_\_\_

*Pd sec deposit  
total of \$500.  
11-14-02*

"EXHIBIT B"



**PHONE CALL**

FOR \_\_\_\_\_ DATE 12-13-67 A.M. \_\_\_\_\_ P.M. \_\_\_\_\_

M Tom Hte

OF \_\_\_\_\_

PHONE ☐ FAX ☐ MOBILE ☐

AREA CODE \_\_\_\_\_ NUMBER \_\_\_\_\_ EXTENSION \_\_\_\_\_

MESSAGE Para # 35.00 cas

opened c-ville light

SIGNED \_\_\_\_\_

FORM 4003

RECEIVED	RECEIVED	RECEIVED	RECEIVED
NOV 14 1967	NOV 14 1967	NOV 14 1967	NOV 14 1967
FBI - NEW YORK	FBI - NEW YORK	FBI - NEW YORK	FBI - NEW YORK

"EXHIBIT C"

**Value**

PHILIPSBURG TRUE VALUE HARDWARE  
1687 PHILIPSBURG BIGLER HWY  
PHILIPSBURG, PA 16866

PHONE: (814) 342-3040

HELP IS JUST AROUND THE CORNER!

ENGLISH PAINTING  
PO BOX 126

CUST # 1890  
TERMS: NET 10TH

INV # 179148  
DATE: 10/31/02  
CLERK: LYDIA

WEST DECATUR PA 16878

*Curr.*

TIME: 2:05

\*\*\*\*\*  
\* INVOICE \*  
\*\*\*\*\*

*Replaced upstairs Hall Light*

			SUG. PRICE		
1	EA 735517	03992-54 4PK 60W BULB	1.29	1.29 /EA	1.29*
1	EA 503857	2 LOT PB CEIL FIXTURE	11.99	11.99 /EA	11.99

\*\* AMOUNT CHARGED TO ACCOUNT \*\*

12.00 TAXABLE	12.26
NON-TAXABLE	0.00
SUB-TOTAL	12.26
DISCOUNT	1.20
TAX AMOUNT	0.72
TOTAL INVOICE	11.78

"EXHIBIT D"

# Compu-Weather Experts

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2566 Route 52, Hopewell Junction, NY 12533  
experts@compu-weather.com / www.compu-weather.com

(800) 825-4445  
Fax: (800) 825-4441

**DATE:** May 10, 2005  
**ATTN:** Heather A. Harrington  
**COMPANY:** Pfaff, McIntyre, Dugas & Hartye  
**RE:** Carfley v. English  
**FILE #:** ECM 313 NH

## **SUMMARY OF WEATHER AND GROUND CONDITIONS, AND HOW WEATHER AND LIGHTING CONDITIONS AFFECTED THE VISIBILITY ON APRIL 10, 2003 IN CURWENSVILLE, PENNSYLVANIA**

### **1. INTRODUCTION**

This report is based on a review of weather and astronomical data recorded in the vicinity of 138 Bressler Road – Curwensville, Pennsylvania (site of the incident; see attached map). In order to determine weather and ground conditions for April 10, 2003 (date of the incident), official copies of National Weather Service (NWS) hourly observations, special weather statements, cooperative reporting station data, climate summaries, and the April 2003 issue of the NWS publication "Storm Data and Unusual Weather Phenomena" were studied. Also studied was sun data obtained from the Astronomical Applications Department at the U.S. Naval Observatory in Washington D.C. Sites chosen for study include, in the state of Pennsylvania: Clearfield – Lawrence Airport, Philipsburg 2 S, Dubois – Jefferson County Airport, and University Park Airport – State College.

### **2. ANALYSIS**

An examination of the above data indicates that on April 10, 2003, the sky over Curwensville, Pennsylvania (site of the incident) was partly to mostly cloudy through around 10:30 AM EDT and mostly clear thereafter. Approximately a trace (less than 0.5 inch) of snow and ice was present at the start of the day (midnight) on exposed, untreated, undisturbed outdoor surfaces. No precipitation occurred on this day. Visibility was unrestricted to the local horizon throughout the day. Due to melting, no snow or ice remained on exposed, untreated,

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When you need to know what the weather was!

"EXHIBIT E"

undisturbed outdoor surfaces at the end of the day. The high temperature was near 57 F and the low temperature was near 33 F.

Astronomical data for the sun was examined for Curwensville, Pennsylvania on April 10, 2003 (date of the incident). Sunrise on this date occurred at 6:43 AM EDT. An important consideration in astronomy is Civil Twilight, which pertains to outdoor lighting conditions and therefore visibility in the absence of artificial lighting. It is defined as the interval of incomplete darkness between sunrise (or sunset) and the time before (or after) which artificial lighting becomes necessary for outdoor activities to proceed normally. On the date of loss, morning Civil Twilight began at 6:15 AM EDT (and ended at sunrise). This means that in the absence of artificial lighting, visibility with respect to natural lighting from the sun was insufficient for normal outdoor activities on the morning of April 10, 2003 prior to 6:15 AM EDT, and in the absence of other obstructions, lighting was sufficient after this time. Sunset on April 10, 2003 occurred at 7:48 PM EDT. Civil Twilight during the evening hours of April 10, 2003 began at sunset (7:48 PM EDT) and ended at 8:16 PM EDT. This means that in the absence of artificial lighting, visibility with respect to natural lighting from the sun was insufficient for normal outdoor activities after 8:16 PM EDT.

### **3. CONCLUSION**

In conclusion, it can be stated with a reasonable degree of meteorological certainty, that on April 10, 2003 at 6:20 AM EDT (date and time of the incident), approximately a trace (less than 0.5 inch) of snow and ice was present on exposed, untreated, undisturbed outdoor surfaces in the vicinity of 138 Bressler Road – Curwensville, Pennsylvania (site of the incident; see attached map). This was the result of events that occurred prior to April 10, 2003. In addition, at 6:20 AM EDT on the date of the incident, the sky was mostly cloudy, no precipitation was occurring, the temperature was near 34 F, and the visibility was unrestricted to the local horizon. Please note that visibility with respect to natural lighting from the sun was sufficient for normal outdoor activities on the morning of April 10, 2003 at 6:20 AM EDT, as morning Civil Twilight began at 6:15 AM EDT.



# Compu-Weather Experts

2566 Route 52, Hopewell Junction, NY 12533  
URL: [www.compu-weather.com](http://www.compu-weather.com)

(800) 825-4445  
Fax: (800) 825-4441

## WEATHER DATA COVER SHEET

For:  
**Heather A. Harrington**

Company & address:

**Pfaff, McIntyre, Dugas & Hartye**  
**P.O. Box 533,**  
**Hollidaysburg, PA 16648**

Phone: **8146963581**  
Fax: **8146969399**  
Email: **pmdh@KEYCONN.NET**

Case or Claimant's name: **Carfley v. English**

File or Claim #: **ECM 313 NH**

Date of incident/loss: **DOL=04/10/03**

Time(s): **6:20 a.m.**

Location of incident/loss: **Curwensville, PA (138 Bressler Road) Clearfield County**

### COMPU-WEATHER DECLARES:

The attached weather records were used for our meteorological analysis of the case or claim above. They are true copies of original records of weather, described as climatological data and weather observations.

These records were prepared by the U.S. Department of Commerce, which encompasses the National Weather Service, at or near the time of the act, condition or event depicted in the records.

These records are archived and maintained in our office during the normal course of business. IF YOU ORDERED CERTIFIED DATA FOR THIS CASE, IT WILL ARRIVE UNDER SEPARATE COVER.

# UNEDITED LOCAL CLIMATOLOGICAL DATA

NOAA, National Climatic Data Center

Month: 04/2003

Station Location: CLEARFIELD - LAWRENCE AIRPORT (FIG)

CLEARFIELD, PA

Lat. 41°02'N Lon. 78°25'W

Elevation(Ground): 1516 ft. above sea level

Temperature (Fahrenheit)										Degree Days		Significant Weather	Snow/Ice on Ground(In)		Precipitation (In)		Pressure(Inches of Hg)		Wind: Speed=mph Dir=tens of degrees				D a t e							
D a t e	Max.	Min.	Avg.	Dep From Normal	Avg. Dew pt.	Avg. Wet Bulb	Heating	Cooling	Base 65 Degrees	0600 LST	1200 LST		2400 LST	0600 LST	1200 LST	2400 LST	Avg. Station	Avg. Sea level	Resultant Speed	Res Dir	Avg. Speed	max								
																						5-sec		2-min						
1																								1						
2																								2						
3																								3						
4																								4						
5	60	31	M		39	42	19	0		RA FG+FG	M	-	M	0.84	28.18	28.71	9.2	27	12.8	41	25	32	25	5						
6	44	26	M		18	29	30	0			M	-	M	0.00	28.66	30.36	5.0	31	9.0	30	31	24	29	6						
7	36	28	M		27	29	33	0		FZRA SN FG FZFG UP	M	-	M	0.42	28.64	30.34	8.6	9	10.4	25	11	18	11	7						
8	36	29	M		31	32	32	0		FZRA FG	M	-	M	T	28.53	30.26	4.9	10	5.7	13	6	10	7	8						
9	39	31	M		34	35	30	0		FG	M	-	M	0.00	28.50	30.17	6.1	6	6.6	14	4	12	6	9						
10	57	33	M		30	38	20	0			M	-	M	0.00	28.41	30.10	9.0	7	9.3	23	4	18	6	10						
11	45	36	M		39	40	24	0		RA FG	M	-	M	0.07	28.40	30.04	5.7	5	6.5	18	4	15	3	11						
12	64	37	M		32	42	14	0		FG	M	-	M	0.00	28.20	29.86	5.7	5	5.7	18	4	15	3	10						
13	62	30	M		25	37	19	0			M	-	M	0.00	28.14	29.80	7.9	32	9.3	25	32	20	32	12						
14	74	30	M		31	43	13	0			M	-	M	0.00	28.50	30.17	3.7	32	6.1	22	31	15	30	13						
15	80	39	M		42	52	4	0			M	-	M	0.00	28.59	30.27	1.6	23	5.5	20	18	15	18	14						
16	80*	42	M		44	54	5	0			M	-	M	0.00	28.40	30.04	7.8	26	8.3	33	25	25	23	15						
17	48	35	M		44	54	4	0			M	-	M	0.00	28.29	29.90	6.1	26	14.0	28	22	22	5	16						
18	41	34	M		31	37	23	0			M	-	M	0.00	28.50	30.18	11.6	9	12.8	26	11	20	11	17						
19	63	38	M		34	36	27	0		RA FG	M	-	M	0.02	28.66	30.35	6.6	12	8.0	21	10	14	13	18						
20	69	39	M		44	46	14	0		RA FG	M	-	M	0.01	28.66	30.33	4.6	9	6.4	15	14	13	12	19						
21	67	46	M		51	53	8	0		RA FG	M	-	M	0.00	28.48	30.14	3.0	13	6.4	20	18	15	17	20						
22	52	34	M		40	42	22	0		RA FG	M	-	M	0.11	28.18	29.82	0.8	6	4.6	22	17	15	14	21						
23	51	33	M		25	34	23	0		HZ	M	-	M	0.03	28.13	29.79	7.5	26	8.5	24	29	18	30	22						
24	61	28	M		21	35	20	0			M	-	M	8.32	28.31	29.97	12.6	29	13.3	32	27	26	28	23						
25	67	32	M		32	43	15	0			M	-	M	0.00	28.36	30.02	4.5	31	7.8	25	29	21	29	24						
26	59	44	M		50	51	13	0		RA FG	M	-	M	0.00	28.17	29.81	3.9	10	7.0	18	8	16	9	25						
27	69	34	M		31	43	8	0			M	-	M	0.10	28.12	29.75	4.6	2	5.8	14	36	12	35	26						
28	77	36	M		34	47	5	0			M	-	M	0.00	28.33	29.99	2.4	24	5.8	17	32	14	33	27						
29	73	46	M		38	48	9	0			M	-	M	0.00	28.31	29.96	6.6	22	7.1	29	20	21	23	28						
30	71	40	M		41	49	9	0		RA FG	M	-	M	0.09	28.30	29.94	5.1	28	7.6	30	30	20	30	29						
60.1	35.0	47.6								<Monthly Averages	Totals>			0.36	28.43	30.06	2.2	15	5.8	20	19	16	18	30						
	0	-----								<-----Departure From Normal----->				0.00																
Degree Days										Monthly	Season to Date	Greatest 24-hr Precipitation: 0.11 Date: 21														Sea Level Pressure Date Time				
										Total	Departure	Total	Greatest 24-hr Snowfall: Date:														Maximum 30.45 6 2040			
													Greatest Snow Depth: 0 Date:														Minimum 29.57 21 1521			
Heating: 480										-255	5701															Precipitation >=0.01 inch: 7				
Cooling: 0										-255	0	Number of Days with ----->Max Temp <=32: 0														Min Temp <=0 : 0				
												Thunderstorms : 0														Heavy Fog : 1				
																										Snowfall >=1.0 inch : 0				
* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE.																														

\* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE.

Degree Days	Monthly	Season to Date	Greatest 24-hr Precipitation: 0.11	Date: 21	Greatest 24-hr Snowfall: 0	Date: 21	Greatest Snow Depth: 0	Date: 21	Number of Days with ----->	Max Temp >=90: 0	Min Temp <=32: 0	Thundersdays : 0	Heavy Fog : 1	Precipitation >= 0.1 inch: 7	Snowfall >= 1.0 inch : 0
Total Degree Days	480	-255	5701	-1083											
Heating:	480	-255	5701	-1083											
Cooling:	0	-255	0	-2892											

Sea Level Pressure	30.45	6	2040
Minimum	29.57	21	1521

# Storm Data and Unusual Weather Phenomena

April 2003

Location	Date	Time Local/ Standard	Path Length (Miles)	Path Width (Yards)	Number of Persons		Estimated Damage		Character of Storm
					Killed	Injured	Property	Crops	

## OREGON, Northwest

singed hair, and temporary memory lapses.

### **Marion County**

#### **Keizer**

29 1700PST 0 0 Hail (1.00)  
1800PST

Hailstones one-half inch to one and one-eighth inches were reported. Leaves and budding fruit were stripped from 40 pear, apple, and plum trees in the Keizer area.

### **Washington County**

#### **Tigard**

29 1745PST 0 0 Funnel Cloud  
Reported Southwest of Tigard, exact location is not known.

### **Washington County**

#### **Beaverton**

30 1700PST 0 0 Funnel Cloud

### **Yamhill County**

#### **Mc Minnville**

30 1700PST 0 0 Funnel Cloud

### **Yamhill County**

#### **Newberg**

30 1700PST 0 0 Funnel Cloud

The McMinnville News Register reported 3 funnel clouds. The time of occurrence was not reported.

## OREGON, Southeast

NOT RECEIVED.

## OREGON, Southwest

### **ORZ029**

#### **Klamath Basin**

04 0702PST 0 0 Heavy Snow

Spotter KL53 at Keno reported 5.8 inches of new snow overnight.

No warning was in effect for this event as the heavy snow was expected to fall farther to the southeast. However, this report does meet the criteria for a Heavy Snow Warning.

## PACIFIC

### **GUZ002**

#### **Micronesia**

10 0000SST 2 0 Tropical Storm

A weak circulation was noted on the evening of the 7th near 3N 157E. It had moved to near 4N 160E by the morning of the 9th. The Joint Typhoon Warning Center classified it as a Tropical Depression 02W later that day and to a tropical storm by the evening. It was 240 miles southeast of Pohnpei at this time. On the afternoon of the 10th the tropical storm was 125 miles east of Pohnpei. Despite the distance heavy rain fell across the island with about 10 inches of rain falling in the first 12 hours of the 10th. A young man in his early 20s was killed outside his home on the afternoon of the 10th when a tree branch fell on top of him while he was securing his home. Another man was killed in ocean waters. On the evening of the 10th the tropical storm was 100 miles northeast of Pohnpei and moving away.

On the morning of the 13th the tropical storm had strengthened to Typhoon Kujira when it was 475 miles east-southeast of Guam. The typhoon passed 170 miles south of Guam on the morning of the 15th M22OU, M35IW

### **GUZ007**

#### **Saipan**

28 1500SST 0 0 Flood  
2000SST

Favorable upper level winds enhanced rainshowers over Saipan. This caused flooding in poor drainage areas over the island. Residents in Susupe sought help from authorities due to flood water entering their houses. Residents of Tanapang also complained of floodwater. At around 1630, the wastewater pump in Garapan broke down due to too much rainwater getting into the system.

## PACIFIC OCEAN

### **Cascade Head Or To**

### **Cp Shoalwater Wa**

### **Wwd 20Nm**

#### **Cape Lookout**

02 1321PST 0 0 Waterspout  
Occurred 2 miles offshore of Neskowin. No damage was reported.

## PENNSYLVANIA, Central

### **PAZ033**

#### **Somerset**

07 0200EST 0 0 Ice Storm  
1400EST

A late season storm brought a wintry mix of precipitation to the region on the morning of Monday, April 7, 2003. Early morning snow changed to sleet and then freezing rain. County emergency management officials reported that one-half inch of ice had accumulated on exposed surfaces by mid-afternoon on the 7th, mainly over the higher elevations of the county.



# Storm Data and Unusual Weather Phenomena

April 2003

Location	Date	Time	Path	Path	Number of		Estimated	Crops	Character of Storm
		Local/ Standard	Length (Miles)	Width (Yards)	Killed	Injured	Damage Property		

## PENNSYLVANIA, East

PAZ055

Monroe

01 1400EST  
1800EST

0 0

Winter Weather/Mix

A burst of snow preceding a low pressure system caused slick roads across the Poconos and dozens of accidents. In Hamilton Township (Monroe County), a 23-year-old Pleasant Valley High School teacher was killed when her vehicle skidded across the median of U.S. Route 209 and struck a dump truck. The wintry mix slowed traffic on Interstates 80, 380 and 84. Accumulations included 2 inches in Pocono Summit (Monroe County) and 1.0 inch in East Stroudsburg (Monroe County). The snow burst preceded a low pressure system which moved from the upper Mississippi Valley the morning of April 1st into the Great Lakes the evening of the 1st. The first shot of precipitation during the afternoon came in quickly enough to fall as mainly snow. Enough warm air moved in from the Ohio Valley so by the time the second shot of precipitation arrived late in the evening of the 1st, it fell mainly as rain.

PAZ054>055

Carbon - Monroe

04 2200EST  
05 1100EST

0 0

Winter Weather/Mix

A large high pressure system entrenched over nearby Canada left enough cold air near the surface for precipitation to fall as freezing rain and sleet across the higher terrain of the Poconos and a mixture of rain, freezing rain and sleet in the valleys. Precipitation began during the late evening of the 4th and continued until around noon EST on the 5th. It took practically the whole event for the cold air to be scoured from the higher terrain. Ice accretions in the higher terrain averaged between one-tenth and two-tenths of an inch. Precipitation preceded a nearly stationary front across the Ohio Valley and the southern Middle Atlantic States. A low pressure system that formed on the frontal boundary was over Illinois during the early evening of the 4th and moved northeast into the Saint Lawrence Valley on the afternoon of the 5th. Precipitation ended a few hours prior to this low pressure system's occluded frontal passage.

PAZ054>055-060>061-067>071

Carbon - Monroe - Berks - Lehigh - Chester - Montgomery - Bucks - Delaware - Philadelphia

07 0530EST  
2200EST

0 0

Winter Weather/Mix

PAZ062

Northampton

07 0700EST  
2200EST

0 0

Winter Storm

A low pressure system passing to the south of the Delmarva Peninsula and a high pressure system passing across nearby Canada and New England once again combined to give Eastern Pennsylvania its last winter storm of the season. Accumulations ranged from 1 to 6 inches with the highest amounts in the southern Poconos, Lehigh Valley and the far northern Philadelphia suburbs. Snow fell heavy at times in those areas around Noon EDT. Precipitation started as snow during the morning commute throughout the area. Warmer air arriving from the nearby Atlantic near the surface and the southern states aloft started a slow changeover across the region. Precipitation was mixed with sleet from the start in Philadelphia and changed to plain rain in and around Philadelphia during the early afternoon. In the northern Philadelphia suburbs and Berks County, precipitation did not change to sleet until the afternoon. Precipitation changed to plain rain late in the afternoon, but pockets of freezing rain persisted until the precipitation ended during the late evening. About one tenth of an inch of ice accrued on exposed surfaces or on top of the snow. Across the Lehigh Valley, precipitation changed to sleet during the mid afternoon and freezing rain from the evening commute until it ended toward midnight EDT. Ice accretions were less than one tenth of an inch. Across the Poconos, precipitation changed to sleet during the evening commute and to freezing rain later that evening until it ended toward midnight EDT. Ice accretions were generally just a few hundredths of an inch.

Dozens of accidents were reported. Many vehicles slid off roads into ditches. The accumulating snow did not start until after people were either at work or school. From the northern Philadelphia suburbs north through Berks County, the Lehigh Valley and Poconos schools dismissed early. Some buses became stuck on hills. Some schools in the Poconos never opened. The worst accidents occurred in Bucks County where three fatalities occurred. In Buckingham Township about 10 a.m. EDT, a 41-year-old man and his 33-year-old wife were killed as passengers in a vehicle when they were struck by a landscaping truck on Pennsylvania State Route 413. In Bensalem Township, a 18-year-old Neshaminy High School girl was killed in a head-on collision with a van at about 2 p.m. EDT on Bensalem Boulevard. She was a passenger in a vehicle whose driver lost control of it, crossed the double yellow line and struck the van. The 19-year-old woman driver, a 17-year-old female passenger, an 18-year-old male passenger and the 52-year-old driver of the van were all critically injured.

Specific accumulations included 6.3 inches in Springtown (Bucks County), 6.2 inches in Saylorsburg (Monroe County), 6.0 inches in Forks Township (Northampton County), 5.2 inches in Palm (Montgomery County), 5.0 inches in Boyertown (Berks County) and Salisbury Township (Lehigh County), 4.5 inches in Pricetown (Berks County), 4.0 inches at the Lehigh Valley International Airport, in Pocono Summit (Monroe County), Reading (Berks County), Lansford (Carbon County) and Perkasio (Bucks County), 3.0 inches in Honeybrook and Downingtown (Chester County), 2.3 inches in Conshohocken (Montgomery County), 1.8 inches at the Philadelphia International Airport and 1.0 inch in Media (Delaware County)

The low pressure system moved from the Gulf Coast states on the 6th into the Tennessee Valley the night of the 6th. As the primary low pressure system moved toward Ohio the morning of the 7th, a secondary low pressure system was forming near Cape Hatteras, North Carolina. This second low pressure system became the primary system and moved northeast. It was just east of Wallops Island, Virginia during the evening of the 7th and was well east of the Delmarva Peninsula just past midnight EDT on the 8th.

Winter 2002-3 was one of the ten snowiest winters on record for most of Eastern Pennsylvania. At the Philadelphia International

# Storm Data and Unusual Weather Phenomena

April 2003

Location	Date	Time Local/ Standard	Path Length (Miles)	Path Width (Yards)	Number of Persons		Estimated Damage Property	Crops	Character of Storm
Killed	Injured								

## PENNSYLVANIA, East

Airport, the seasonal snowfall total was 46.3 inches, the 5th snowiest winter on record. At the Lehigh Valley International Airport, the seasonal snowfall total of 54.9 inches was the 7th snowiest winter on record.

### PAZ054>055

#### Carbon - Monroe

09	0600EST	0	0	Winter Weather/Mix
	1000EST			

On the heels of the wintry mix from the 8th, another low pressure system formed across the southeastern United States and moved off the south Atlantic Coast. The northern edge of its precipitation shield reached into the Poconos the morning of April 9th. Enough cold air remained in place near the ground for precipitation to fall as light freezing rain in the higher terrain of the Poconos. Ice accretions were generally one tenth of an inch or less. Untreated roads and walkways were slippery. The low pressure system went from Mississippi the morning of April 8th into the upper Tennessee Valley that evening. The low pressure system then reformed along the Georgia and South Carolina coast overnight and moved offshore of the Carolina Coast the afternoon of the 9th. The Poconos were along the northwestern edge of this low pressure system's precipitation shield.

### PAZ067

#### Chester

24	0900EST	0	2	0	Strong Wind
----	---------	---	---	---	-------------

Two construction workers were injured when a townhouse they were building in East Caln Township collapsed. A cinder block wall erected on the 23rd was blown over and crashed through three floors of the building. The measured peak wind gust at Philadelphia International Airport was 31 mph.

## PENNSYLVANIA, Northeast

NOT RECEIVED.

## PENNSYLVANIA, Northwest

NOT RECEIVED.

## PENNSYLVANIA, West

### Washington County

Claysville	04	2110EST	0	0	1K	Thunderstorm Wind (G55)
		Large trees and power lines blown down.				

### Washington County

Prosperity	04	2115EST	0	0	1K	Thunderstorm Wind (G55)
		Large trees and power lines blown down.				

### Greene County

Rices Lndg	04	2125EST	0	0	1K	Thunderstorm Wind (G55)
		Large trees and power lines blown down.				

### Indiana County

Robinson	05	0315EST	0	0	17K	Thunderstorm Wind (G55)
		Roof damage to 8 houses. Two out buildings destroyed. Numerous trees blown down.				

### Westmoreland County

Adamsburg	05	0300EST	0	0	75K	Thunderstorm Wind (G55)
		Several businesses in a row lost their roofs to a thunderstorm wind.				

PAZ008>009-015>016- Venango - Forest - Clarion - Jefferson - Indiana - Westmoreland - Fayette  
023-030-032

07	0200EST	0	0	Ice Storm
08	0700EST			

Snow and sleet late on the 6th, turning to freezing rain in the early morning of the 7th. The resulting ice glaze was one quarter to one half inch thick.

## PUERTO RICO

### Northeast

Naguabo	11	0900AST	0	0	Flash Flood
		1200AST			
		Several small rivers were reported overflowing their banks.			

### Eastern Interior

Juncos	11	0900AST	0	0	Flash Flood.
		1200AST			
		Road 31 was reported flooded.			

### Eastern Interior

Las Piedras	11	1000AST	0	0	10K	Flash Flood
		1200AST				
		Pueblo del Rio ward was reported flooded. Four houses Las Parcelas Boqueron were reported flooded.				

Station: PHILPSBURG 2 S

State: PA

County: CENTRE Standard Time: EASTERN

Observation Time Temperature: 0700 Precipitation: 0700  
(LST) Evaporation: Soil:

Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations

Precipitation (see **)															Evaporation				Soil Temperature (°F)			
Temperature (°F)		Precipitation (see **)			Evaporation			Soil Temperature (°F)														
24 hrs. ending at observation time	at observation time	24 Hour Amounts ending at observation time			At Observation Time	24 Hour Wind Movement (miles)	Amount of Evaporation (Inches & hundredths)	4 inch depth		8 inch depth												
		Rain, melted snow, etc. (Inches & hundredths)	Snow, ice pellets, hail, ice on ground (Inches & tenths)	Snow, ice pellets, hail, ice on ground (Inches)				Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.									
2003 04 1	31	16	30	0.02	0.2	3																
2003 04 2	56	27	47	0.09	1.2	0																
2003 04 3	74	42	56	0	0	0																
2003 04 4	73	43	44	0	0	0																
2003 04 5	64	40	41	0.97	0	0																
2003 04 6	56	25	25	0.12	0	0																
2003 04 7	42	25	28	0.08	0.6	1																
2003 04 8	29	28	28	0.42	0.8	2																
2003 04 9	35	28	30	0	0	1																
2003 04 10	37	30	33	0	0	T																
2003 04 11	55	33	35	0.50	0	0																
2003 04 12	44	34	37	0.09	0	0																
2003 04 13	64	31	35	0	0	0																
2003 04 14	60	29	37	0	0	0																
2003 04 15	71	36	57	0	0	0																
2003 04 16	79	57	62	0	0	0																
2003 04 17	79	33	34	0.07	0	0																
2003 04 18	44	31	32	0.01	0	0																
2003 04 19	41	32	41	0.01	0	0																
2003 04 20	59	41	46	0	0	0																
2003 04 21	66	46	52	0	0	0																
2003 04 22	61	42	45	0.15	0	0																
2003 04 23	48	32	33	0.07	0	0																
2003 04 24	50	26	32	0	0	0																
2003 04 25	60	32	40	0	0	0																
2003 04 26	66	40	50	0.08	0	0																
2003 04 27	57	32	40	0.09	0	0																
2003 04 28	67	39	53	0	0	0																
2003 04 29	77	49	49	0.09	0	0																
2003 04 30	71	38	42	0.16	0	0																
Summary		57.2	34.6	3.02	2.8																	

The "\*" flags in Preliminary indicate the data have not completed processing and quality control and may not be identical to the original observation

All 9's (e.g. 999999, 99999.9, etc) in the data column indicate that the value was not received or is missing

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome Grass; 5=Soil; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

\*T=TRACE. A=Accumulated amount since last measure. B=Accumulated amount includes estimated values. S=Included in a subsequent value. E=Estimated amount.

CDUJ 100456Z AUTO 07003KT 9SM OVC018 02/01 A3013 RMK AO2 SLP218 T00220011 400441006=\*04-10-2003\*  
CDUJ 100556Z AUTO 05007KT 10SM OVC016 02/01 A3013 RMK AO2 SLP216 T00220006 10033 20022 50002=\*04-10-2003\*  
CDUJ 100556Z AUTO 05007KT 10SM OVC016 02/01 A3013 RMK AO2 SLP216 T00220006 10033 20022 50002=\*04-10-2003\*  
CDUJ 100656Z AUTO 06004KT 10SM OVC016 02/01 A3011 RMK AO2 SLP210 T00220006=\*04-10-2003\*  
CDUJ 100756Z AUTO 05006KT 10SM OVC014 02/01 A3010 RMK AO2 SLP205 T00220006=\*04-10-2003\*  
CDUJ 100756Z AUTO 05006KT 10SM OVC014 02/01 A3010 RMK AO2 SLP205 T00220006=\*04-10-2003\*  
CDUJ 100856Z AUTO 07004KT 10SM OVC014 02/01 A3010 RMK AO2 SLP204 T00170006 56010=\*04-10-2003\*  
CDUJ 100956Z AUTO 06007KT 10SM OVC016 02/00 A3012 RMK AO2 SLP211 T00170000=\*04-10-2003\*  
CDUJ 101056Z AUTO 07005KT 9SM OVC018 01/00 A3011 RMK AO2 SLP210 T00110000=\*04-10-2003\*  
CDUJ 101156Z AUTO 06009KT 9SM FEW018 01/M01 A3011 RMK AO2 SLP211 T00111006 10022 20011 51005=\*04-10-2003\*  
CDUJ 101256Z AUTO 07011KT 10SM OVC009 01/M01 A3012 RMK AO2 SLP216 T00111006=\*04-10-2003\*  
CDUJ 101356Z AUTO 06008KT 10SM OVC009 02/M01 A3012 RMK AO2 SLP213 T00171006=\*04-10-2003\*  
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CDUJ 101856Z AUTO 07009KT 10SM CLR 12/M06 A3003 RMK AO2 SLP177 T01171061=\*04-10-2003\*  
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CDUJ 101956Z AUTO 10011KT 10SM CLR 12/M06 A3002 RMK AO2 SLP171 T01171061=\*04-10-2003\*  
CDUJ 102056Z AUTO 06010KT 10SM CLR 12/M06 A3000 RMK AO2 SLP164 T01221056 58017=\*04-10-2003\*  
CDUJ 102156Z AUTO 06012KT 10SM CLR 14/M05 A2999 RMK AO2 SLP160 T01391050=\*04-10-2003\*  
CDUJ 102256Z AUTO 06008KT 10SM CLR 12/M06 A2997 RMK AO2 SLP158 T01171056=\*04-10-2003\*  
CDUJ 102356Z AUTO 06010KT 10SM CLR 10/M06 A2996 RMK AO2 SLP156 T01001061 10139 20100 57010=\*04-10-2003\*  
CDUJ 110056Z AUTO 07007KT 10SM CLR 08/M05 A2997 RMK AO2 SLP159 T00831050=\*04-10-2003\*  
CDUJ 110156Z AUTO 08007KT 10SM CLR 07/M04 A2997 RMK AO2 SLP159 T00721039=\*04-10-2003\*  
CDUJ 110256Z AUTO 08006KT 10SM CLR 06/M04 A2997 RMK AO2 SLP156 T00611039 50001=\*04-10-2003\*  
CDUJ 110356Z AUTO 09007KT 10SM CLR 06/M03 A2996 RMK AO2 SLP152 T00561033=\*04-10-2003\*

KUNV 100449Z 03003KT 10SM SCT010 OVC031 02/00 A3016=\*04-10-2003\*  
KUNV 100449Z 03003KT 10SM SCT010 OVC031 02/00 A3016=\*04-10-2003\*  
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KUNV 100655Z 04005KT 7SM OVC011 02/00 A3014=\*04-10-2003\*  
KUNV 100747Z 05006KT 7SM OVC009 02/00 A3014=\*04-10-2003\*  
KUNV 100850Z 05010KT 7SM OVC007 01/M00 A3012=\*04-10-2003\*  
KUNV 100947Z 05005KT 7SM OVC007 01/00 A3010=\*04-10-2003\*  
KUNV 101047Z 04009KT 5SM BR OVC007 01/M01 A3014=\*04-10-2003\*  
KUNV 101147Z 08009KT 7SM OVC007 01/00 A3015=\*04-10-2003\*  
KUNV 101147Z 08009KT 7SM OVC007 01/00 A3015=\*04-10-2003\*  
KUNV 101250Z 04012KT 5SM BR OVC009 01/M01 A3014=\*04-10-2003\*  
KUNV 101250Z 04012KT 5SM BR OVC009 01/M01 A3014=\*04-10-2003\*  
KUNV 101347Z 06011KT 6SM BR OVC009 01/M01 A3015=\*04-10-2003\*  
KUNV 101447Z 07008KT 7SM OVC013 03/00 A3015=\*04-10-2003\*  
KUNV 101547Z 03012KT 10SM FEW015 BKN110 05/M01 A3012=\*04-10-2003\*  
KUNV 101647Z 06012G20KT 10SM BKN120 07/M01 A3009=\*04-10-2003\*  
KUNV 101747Z 09007KT 10SM BKN120 09/M02 A3008=\*04-10-2003\*  
KUNV 101848Z 09007KT 15SM BKN120 10/M02 A3006=\*04-10-2003\*  
KUNV 101848Z 09007KT 15SM BKN120 10/M02 A3006=\*04-10-2003\*  
KUNV 101950Z 09006KT 20SM FEW150 BKN200 11/M02 A3003=\*04-10-2003\*  
KUNV 102050Z 06010KT 20SM FEW150 SCT200 12/M02 A3002=\*04-10-2003\*  
KUNV 102147Z 07008G17KT 20SM FEW150 SCT200 12/M02 A3000=\*04-10-2003\*  
KUNV 102247Z 09009KT 20SM SCT150 BKN200 12/M04 A2999=\*04-10-2003\*  
KUNV 102355Z 08004KT 20SM BKN150 10/M04 A2998=\*04-10-2003\*  
KUNV 110051Z 06005KT 20SM BKN150 09/M03 A2998=\*04-10-2003\*  
KUNV 110157Z 08005KT 20SM BKN150 08/M04 A2999=\*04-10-2003\*  
KUNV 110157Z 08005KT 20SM BKN150 08/M04 A2999=\*04-10-2003\*  
KUNV 110259Z 09005KT 20SM BKN150 07/M07 A2999=\*04-10-2003\*  
KUNV 110347Z 09006KT 20SM SCT150 07/M06 A2998=\*04-10-2003\*

CDUS41 KCTP 100639

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

239 AM EDT THU APR 10 2003

...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 9 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE FROM	YEAR
			NORMAL	

TEMPERATURE (F)

YESTERDAY

MAXIMUM	42	1047 PM	83	1991	60	-18	68
MINIMUM	34	742 AM	25	1977	39	-5	55
AVERAGE	38				50	-12	62

PRECIPITATION (IN)

YESTERDAY	0.26	1.23	1980	0.10	0.16	0.24
MONTH TO DATE	0.84			0.95	-0.11	0.35
SINCE JUN 1	36.54			34.49	2.05	22.51
SINCE JAN 1	11.78			10.59	1.19	8.24

SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

DEGREE DAYS

HEATING

YESTERDAY	27	15	12	3
MONTH TO DATE	191	147	44	163
SINCE MAR 1	965	870	95	862
SINCE JUL 1	5373	4796	577	4150

COOLING

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

WIND (MPH)

HIGHEST WIND SPEED	10	HIGHEST WIND DIRECTION	N (10)
HIGHEST GUST SPEED	15	HIGHEST GUST DIRECTION	NE (40)
AVERAGE WIND SPEED	4.7		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 1.0

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

RAIN  
LIGHT RAIN  
FOG

## RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	1200 AM
LOWEST	82	900 PM
AVERAGE	91	

## THE HARRISBURG CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	86	1922
MINIMUM TEMPERATURE (F)	40	26	1985
			1982
			1950

## SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	740 PM EDT
APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 100639

CLIPT

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

239 AM EDT THU APR 10 2003

## ...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 9 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR
				NORMAL	

## TEMPERATURE (F)

## YESTERDAY

MAXIMUM	42	624 PM	81	1991	58	-16	68
MINIMUM	34	708 AM	22	1977	36	-2	52
AVERAGE	38				47	-9	60

## PRECIPITATION (IN)

YESTERDAY	0.00	1.92 1980	0.11	-0.11	0.14
MONTH TO DATE	1.05		0.99	0.06	0.16
SINCE JUN 1	35.68		35.30	0.38	31.61
SINCE JAN 1	9.18		9.66	-0.48	7.68

## SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

## DEGREE DAYS

## HEATING

YESTERDAY	27	18	9	5
MONTH TO DATE	206	174	32	189
SINCE MAR 1	1069	998	71	972
SINCE JUL 1	5846	5532	314	4688

COOLING

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

WIND (MPH)

HIGHEST WIND SPEED	9	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	13	HIGHEST GUST DIRECTION	E (90)
AVERAGE WIND SPEED	3.1		

SKY COVER

POSSIBLE SUNSHINE MM

AVERAGE SKY COVER 1.0

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	200 AM
LOWEST	76	600 PM
AVERAGE	88	

THE WILLIAMSPORT CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	86	1922
MINIMUM TEMPERATURE (F)	36	19	1982

SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	742 PM EDT
APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 102118

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

517 PM EDT THU APR 10 2003

...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 10 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR
				NORMAL	

TEMPERATURE (F)

TODAY

MAXIMUM	53	409 PM	86	1922	61	-8	64
MINIMUM	39	1215 AM	26	1985	40	-1	44
				1982			
				1950			
AVERAGE	46			50	-4		54



# PRECIPITATION (IN)

TODAY	0.00	1.88 1993	0.10	-0.10	T
MONTH TO DATE	0.84		1.05	-0.21	0.35
SINCE JUN 1	36.54		34.59	1.95	22.51
SINCE JAN 1	11.78		10.69	1.09	8.24

# SNOWFALL (IN)

TODAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

# DEGREE DAYS

## HEATING

TODAY	19	15	4	11
MONTH TO DATE	210	162	48	174
SINCE MAR 1	984	885	99	873
SINCE JUL 1	5392	4811	581	4161

## COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

# WIND (MPH)

HIGHEST WIND SPEED	16	HIGHEST WIND DIRECTION	E (70)
HIGHEST GUST SPEED	24	HIGHEST GUST DIRECTION	E (70)
AVERAGE WIND SPEED	7.0		

# SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.8

# WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.  
FOG

# RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	1200 AM
LOWEST	54	300 PM
AVERAGE	77	

# THE HARRISBURG CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	82	1977
MINIMUM TEMPERATURE (F)	40	26	1909

# SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	740 PM EDT
APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 102118

CLIIPT

CLIMATE REPORT  
NATIONAL WEATHER SERVICE STATE COLLEGE PA  
517 PM EDT THU APR 10 2003

.....  
...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 10 2003...  
VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR
				NORMAL	

.....  
TEMPERATURE (F)

TODAY

MAXIMUM	61	355 PM	86	1922	58	3	64
MINIMUM	37	711 AM	19	1982	36	1	42
AVERAGE	49				47	2	53

PRECIPITATION (IN)

TODAY	0.00	1.56	1993	0.11	-0.11	0.00
MONTH TO DATE	1.05			1.10	-0.05	0.16
SINCE JUN 1	35.68			35.41	0.27	31.61
SINCE JAN 1	9.18			9.77	-0.59	7.68

SNOWFALL (IN)

TODAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

DEGREE DAYS

HEATING

TODAY	16	18	-2	12
MONTH TO DATE	222	192	30	201
SINCE MAR 1	1085	1016	69	984
SINCE JUL 1	5862	5550	312	4700

COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

.....  
WIND (MPH)

HIGHEST WIND SPEED	12	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	18	HIGHEST GUST DIRECTION	E (80)
AVERAGE WIND SPEED	6.4		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.5

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.  
NO SIGNIFICANT WEATHER WAS OBSERVED.

RELATIVE HUMIDITY (PERCENT)

HIGHEST	92	100 AM
LOWEST	32	400 PM

AVERAGE 62

.....

THE WILLIAMSPORT CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	82	1922
MINIMUM TEMPERATURE (F)	36	21	1989

SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	742 PM EDT
APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

SRUS51 KCTP 101159

RR3CTP

CRW

.A PALP1 0410 E DH07/TX 38/TN 29/TA 32/PPP 0.0/XW 10/SF 0.0/SD 0.0

.A1 HG 0.0

.A SUNP1 0410 E DH0745/TX 43/TN 34/TA 37/PPP T/XW 03/SF 0680/HG 12.73

.A SMTP1 0410 E DH0730/TX 36/TN 33/TA 35/PPP 0.13/XW 03/SF 0/SD 0

.A1 SW 0.00

.A LOKP1 0409 E DH07/TX 38/TN 30/TA 34/PPP 0.00/XW 45

.A LOKP1 0410 E DH07/TN 42/TN 34/TA 37/PPP 0.00/XW 03

.A EMPP1 0410 E DH08/TX 42/TN 35/TA 36/PPP 0.00/XW 03

SRUS51 KCTP 101202

RR1CTP

.B CTP 0410 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0802 AM EDT THU APR 10 2003

:	24 HR	TEMPERATURE		RIVER	SNOW	:	
:	PRECIP	MAX	MIN	OBS	STAGE	NEW	TOTAL :
PGVP1	/	/	/	/	/	/	: PINE GROVE
CNWM2	/	/	/	/	/	/	: CONOWINGO MD
HLTP1	/	/	/	/	/	/	: HOLTWOOD
LCRP1	/	/	/	/	/	/	: LANCASTER
SAHP1	/	/	/	/	/	/	: SAFE HARBOR
YHNP1	/	/	/	/	/	/	: YORK HAVEN
BFFP1	0.12	/	/	/	/	0.0	/ 0 : BUFFALO MILLS
CDRP1	T	/ 35	/ 29	/ 29	/	/ 0.0	/ T : COUDERSPORT 7S
UNNP1	0.13	/ 42	/ 34	/ 39	/	/ 0.0	/ 0 : HANOVER
JRSP1	/	/	/	/	/	/	: JERSEY SHORE
LBGP1	/	/	/	/	/	/	: LEWISBURG
MILP1	0.18	/ 40	/ 38	/ 38	/	/	/ : MILLERSVILLE
MTDP1	/	/	/	/	/	/	: MOUNT DAVIS
NHDP1	0.20	/ 41	/ 33	/ 36	/	/ 0.0	/ 0 : NEW HOLLAND
SMEP1	/	/	/	/	/	/	: SMETHPORT
WRRP1	0.00	/ 42	/ 31	/ 34	/ 8.69	/ 0.0	/ 0 : WARREN
SPCP1	/	/	/	/	/	/	: SPRING CREEK
MDT	0.07	/ 42	/ 34	/ 40	/	/ 0.0	/ 0 : HARRISBURG
IPT	0.00	/ 42	/ 34	/ 37	/	/ 0.0	/ 0 : WILLIAMSPORT
GLNP1	/	/	/	/	/	/	: GLENCOE
HERP1	0.08	/	/	/	/	/ 0.0	/ 0 : HERSHEY
MAYP1	0.08	/ 39	/ 30	/ 35	/	/ 0.0	/ 1 : MAHANAY CITY
USBP1	/	/	/	/	/	/	: UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 101215

RR3CTP

CRW

.A PLBP1 0410 E DH08/TX 37/TN 30/TA 33/PPP 0/XW 03/SF 0/SD T

.A PGLP1 0410 E DH08/TX 41/TN 32/TA 36/PPP .0/XW 03/SF M/SD M

.A SPBP1 0410 E DH0805/TX 40/TN 32/TA 38/PPP .11/XW 3

SRUS51 KCTP 101218

RR3CTP

CHS

.A STCP1 0410 E DH08/TX 40/TN 32/TA 35/PPP T/SF 0.0/SD T

SRUS51 KCTP 101231

RR3CTP

CRW

.A SMRP1 0410 E DH08/TA 36/PPP .05/XW 03/SF T/SD 0

SRUS51 KCTP 101247

CRW

.A OSWP1 0410 E DH08/TX 39/TN 30/TA 30/PPP 0/XW 03

-AR PGFP1 0410 E DH0815/TA 35/PPP 0.17/XW 03

SRUS51 KCTP 101255

RR1CTP

.B CTP 0410 DH12/PPP/TX/TN/TA/HG/SF/SD

;

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0855 AM EDT THU APR 10 2003

:	24 HR	TEMPERATURE			RIVER	SNOW	:
:	PRECIP	MAX	MIN	OBS	STAGE	NEW	TOTA

PGVP1	0.07	/	/	/ 36	/	/ 0.0	/ 0	:	PINE GROVE
CNWM2	0.26	/	/	/	/	/ 0.0	/ 0	:	CONOWINGO MD
HLTP1	0.16	/	/	/	/	/ 0.0	/ 0	:	HOLTWOOD
LCRP1	0.32	/ 41	/ 34	/ 40	/ 4.76	/ 0.0	/ 0	:	LANCASTER
SAHP1	0.08	/	/	/	/	/ 0.0	/ 0	:	SAFE HARBOR
YHNP1	0.12	/	/	/	/	/ 0.0	/ 0	:	YORK HAVEN
BFFP1	0.12	/	/	/	/	/ 0.0	/ 0	:	BUFFALO MILLS
CDRP1	T	/ 35	/ 29	/ 29	/	/ 0.0	/ T	:	COUDERSPORT 7S
UNNP1	0.13	/ 42	/ 34	/ 39	/	/ 0.0	/ 0	:	HANOVER
JRSP1	0.00	/	/	/	/ 7.13	/ 0.0	/ 0	:	JERSEY SHORE
LBGP1		/	/	/	/	/	/	:	LEWISBURG
MILP1	0.18	/ 40	/ 38	/ 38	/	/	/	:	MILLERSVILLE
MTDP1		/	/	/	/	/	/	:	MOUNT DAVIS
NHDP1	0.20	/ 41	/ 33	/ 36	/	/ 0.0	/ 0	:	NEW HOLLAND
SMEP1		/	/	/	/	/	/	:	SMETHPORT
WRRP1	0.00	/ 42	/ 31	/ 34	/ 8.69	/ 0.0	/ 0	:	WARREN
SPCP1		/	/	/	/	/	/	:	SPRING CREEK
MDT	0.07	/ 42	/ 34	/ 40	/	/ 0.0	/ 0	:	HARRISBURG
IPT	0.00	/ 42	/ 34	/ 37	/	/ 0.0	/ 0	:	WILLIAMSPORT
GLNP1		/	/	/	/	/	/	:	GLENCOE
HERP1	0.08	/	/	/	/	/ 0.0	/ 0	:	HERSHEY
MAYP1	0.08	/ 39	/ 30	/ 35	/	/ 0.0	/ 1	:	MAHANAY CITY
USBP1		/	/	/	/	/	/	:	UPPER STRASBURG

**:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT**

**.END**

SRUS51 KCTP 101256

RR1CTP

.B CTP 0410 DH12/PPP/TX/TN/TA/HG/SF/SD

2

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0856 AM EDT THU APR 10 2003

:	24 HR	TEMPERATURE			RIVER	SNOW	:
:	PRECIP	MAX	MIN	OBS	STAGE	NEW	TOTA

[illegible]

NHDP1 0.20 / 41 / 33 / 36 / / 0.0 / 0 : NEW HOLLAND  
 SMEP1 / / / / / / / : SMETHPORT  
 WRRP1 0.00 / 42 / 31 / 34 / 8.69 / 0.0 / 0 : WARREN  
 SPCP1 0.00 / 39 / 29 / 31 / / 0.0 / 0 : SPRING CREEK  
 MDT 0.07 / 42 / 34 / 40 / / 0.0 / 0 : HARRISBURG  
 IPT 0.00 / 42 / 34 / 37 / / 0.0 / 0 : WILLIAMSPORT  
 GLNP1 / / / / / / / : GLENCOE  
 HERP1 0.08 / / / / / / 0.0 / 0 : HERSHEY  
 MAYP1 0.08 / 39 / 30 / 35 / / 0.0 / 1 : MAHANOEY CITY  
 USBP1 / / / / / / / : UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 101303

RR3CTP

CRW

.A BEPP1 0410 E DH0830/TX 41/TN 33/TA 37/PPP T/XW 02/SF 0.0/SD 0

SRUS51 KCTP 101410

RR3CTP

CTP

.A CONP1 0410 E DH0830/TX 46/TN 34/TA 40/PPP .08/XW 03/SF 0.0/SD 0

SRUS51 KCTP 101459

RR1CTP

.E CONP1 0410 DH1045/PCIRP/DIN-60/3.6

SRUS51 KCTP 101504

RR1CTP

.E CONP1 0410 DH1500/PCIRP/DIN-60/3.6

SRUS51 KCTP 101505

RR5CTP

NATIONAL WEATHER SERVICE STATE COLLEGE PA

PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PA

1058 AM THU APR 10 2003

TEMPERATURE AND PRECIPITATION FOR THE PAST 24 HOURS

STATION	PRECIP	TEMPERATURE			SNOW	
		MAX	MIN	OBSN	NEW	TOTAL
ADAMS COUNTY						
BIGLERVILLE	0.28	40	33	38		
BEDFORD COUNTY						
BUFFALO MILLS	0.12				0.0	0
EVERETT	0.13	39	33	37		
SAXTON	0.08			38		
WOLFSBURG	0.13					
BLAIR COUNTY						
ALTOONA	0.00	38	32	35	0.0	0
TYRONE	0.00			40	0.0	0
WILLIAMSBURG	0.02			34	0.0	0
BUTLER COUNTY						
SLIPPERY ROCK	0.00	47	37	40		
CAMBRIA COUNTY						
EBENSBURG						
PRINCE GALLITZIN SP	0.00	41	32	36	M	M
CAMERON COUNTY						
EMPORIUM	0.00	42	35	36		
SINNEMAHOING	0.00				0.0	0
STEVENSON DAM	0.00	41	34	35	0.0	0
CENTRE COUNTY						
CLARENCE	0.00	38	31	33	0.0	T
MILLHEIM	0.00	38	31	34	0.0	T
PHILIPSBURG 2S	0.00	37	30	33	0.0	T

STATE COLLEGE	T	40	32	35	0.0	T
CLEARFIELD COUNTY						
COALPORT 1NW						
CLINTON COUNTY						
LOCK HAVEN	0.00	42	34	37		
RENOVO	0.00	42	36	37	0.0	0
COLUMBIA COUNTY						
BENTON	T	41	33	37	0.0	0
CUMBERLAND COUNTY						
PINE GROVE FURNACE	0.17			35		
SHIPPENSBURG	0.11	40	32	38		
DAUPHIN COUNTY						
DEHART DAM	0.09	40	34	36		
HARRISBURG	0.07	42	34	41	0.0	0
HARRISBURG 1 NE	0.10	42	33	40		
HERSHEY	0.08				0.0	0
ELK COUNTY						
RIDGWAY	0.00	41	33	34	0.0	0
WILCOX						
FAYETTE COUNTY						
CHALKHILL	0.04	45	34	38		
FRANKLIN COUNTY						
SOUTH MOUNTAIN	0.13	36	33	35	0.0	0
UP. STRASBURG						
HARFORD COUNTY MD						
CONOWINGO DAM MD	0.26				0.0	0
HUNTINGDON COUNTY						
HUNTINGDON	0.05	41	33	37	0.0	0
LANCASTER COUNTY						
GLEN MOORE	0.22					
HOLTWOOD	0.16				0.0	0
MILLERSVILLE	0.18	40	38	38		
NEW HOLLAND	0.20	41	33	36	0.0	0
SAFE HARBOR	0.08				0.0	0
LUZERNE COUNTY						
WHITE HAVEN	T	38	31	33		
LYCOMING COUNTY						
JERSEY SHORE	0.00				0.0	0
WILLIAMSPORT	0.00	42	34	37	0.0	0
MCKEAN COUNTY						
CLERMONT						
KANE	T	34	28	28	0.0	0
PORT ALLEGHENY	0.00	38	29	32	0.0	0
SMETHPORT						
MIFFLIN COUNTY						
LEWISTOWN	0.00	41	34	37	0.0	0
MONROE COUNTY						
LONG POND						
MONTGOMERY COUNTY						
DANVILLE	0.00			38		
NORTHUMBERLAND COUNTY						
SUNBURY	T	43	34	37	680.0	
POTTER COUNTY						
COUDERSPORT 7S	T	35	29	29	0.0	T
OSWAYO	0.00	39	30	30		
SCHUYLKILL COUNTY						
MAHANOEY CITY	0.08	39	30	35	0.0	1
PINE GROVE	0.07			36	0.0	0
SNYDER COUNTY						
SELINGSGROVE	0.01	42	34	37		

SOMERSET COUNTY						
BOSWELL						
CONFLUENCE	0.08	46	34	40	0.0	0
GLENCOE						
LAUREL SUMMIT	0.06	34	29	32	T	1
MEYERSDALE	0.10	38	31	36		
MOUNT DAVIS						
SOMERSET	0.05			36	T	0
SULLIVAN COUNTY						
LAPORTE	T	33	29	30	T	1
SUSQUEHANNA COUNTY						
MONTROSE	T	37	31	32	0.0	1
TIOGA COUNTY						
COVINGTON	0.00					2
SABINSVILLE	0.10				0.0	2
WELLSBORO	T	33	28	29	0.0	2
UNION COUNTY						
LEWISBURG	0.00	42	33	37	0.0	0
VENANGO COUNTY						
FRANKLIN						
WARREN COUNTY						
WARREN	0.00	42	31	34	0.0	0
SPRING CREEK	0.00	39	29	31	0.0	0
WAYNE COUNTY						
HAWLEY	T	39	31	35		
WESTMORELAND COUNTY						
MOUNT PLEASANT	0.00	48	37	40		
RECTOR	0.00	48	36	39		
YORK COUNTY						
HANOVER	0.13	42	34	39	0.0	0
YORK HAVEN	0.12				0.0	0
SRUS51 KCTP 101511						
RR3CTP						
CRW						
.A CLPP1 0410 E DH07/TX 40/TN 32/TA 36/PPP 0/XW 02/SF 0/SD 0						
SRUS51 KCTP 101738						
RR1CTP						
.E CNFP1 0410 DH1730/HGIRP/DIN-60/5.49						
.E CONP1 0410 DH1730/PCIRP/DIN-60/3.6						
.E FDLP1 0410 DH1715/HGIRP/DIN-60/4.89						
SRUS51 KCTP 102338						
RR1CTP						
.E CNFP1 0410 DH2330/HGIRP/DIN-60/5.4						
.E CONP1 0410 DH2330/PCIRP/DIN-60/3.6						
.E FDLP1 0410 DH2315/HGIRP/DIN-60/4.85						
SRUS51 KCTP 110207						
RR3CTP						
CRW						
.A WMSP1 0410 E DH22/TX 60/TN 36/TA 48/PPP 0.00/XP 05/SF 0.0/SD 0						
.A1 SW 0.02						



CDUS41 KCTP 110628

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

227 AM EDT FRI APR 11 2003

...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 10 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
	VALUE (LST)	VALUE	VALUE		

TEMPERATURE (F)

YESTERDAY

MAXIMUM	53	531 PM	86	1922	61	-8	64
MINIMUM	39	1215 AM	26	1985	40	-1	44
				1982			
				1950			
AVERAGE	46			50		-4	54

PRECIPITATION (IN)

YESTERDAY	T	1.88	1993	0.10	-0.10	T
MONTH TO DATE	0.84			1.05	-0.21	0.35
SINCE JUN 1	36.54			34.59	1.95	22.51
SINCE JAN 1	11.78			10.69	1.09	8.24

SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

DEGREE DAYS

HEATING

YESTERDAY	19	15	4	11
MONTH TO DATE	210	162	48	174
SINCE MAR 1	984	885	99	873
SINCE JUL 1	5392	4811	581	4161

COOLING

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

WIND (MPH)

HIGHEST WIND SPEED	22	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	26	HIGHEST GUST DIRECTION	E (80)
AVERAGE WIND SPEED	9.4		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.6

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

LIGHT RAIN  
FOG

## RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	1200 AM
LOWEST	46	500 PM
AVERAGE	73	

## THE HARRISBURG CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	82	1977
MINIMUM TEMPERATURE (F)	40	26	1909

## SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	742 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 110628

CLIIPT

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

227 AM EDT FRI APR 11 2003

...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 10 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR
				NORMAL	

## TEMPERATURE (F)

## YESTERDAY

MAXIMUM	61	424 PM	86	1922	58	3	64
MINIMUM	37	711 AM	19	1982	36	1	42
AVERAGE	49				47	2	53

## PRECIPITATION (IN)

YESTERDAY	0.00	1.56 1993	0.11	-0.11	0.00
MONTH TO DATE	1.05		1.10	-0.05	0.16
SINCE JUN 1	35.68		35.41	0.27	31.61
SINCE JAN 1	9.18		9.77	-0.59	7.68

## SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

## DEGREE DAYS

## HEATING

YESTERDAY	16	18	-2	12
MONTH TO DATE	222	192	30	201
SINCE MAR 1	1085	1016	69	984
SINCE JUL 1	5862	5550	312	4700

## COOLING

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

.....

WIND (MPH)

HIGHEST WIND SPEED	14	HIGHEST WIND DIRECTION	SE (120)
HIGHEST GUST SPEED	18	HIGHEST GUST DIRECTION	NE (60)
AVERAGE WIND SPEED	6.1		

SKY COVER

POSSIBLE SUNSHINE MM

AVERAGE SKY COVER 0.4

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

NO SIGNIFICANT WEATHER WAS OBSERVED.

RELATIVE HUMIDITY (PERCENT)

HIGHEST	92	100 AM
LOWEST	31	600 PM
AVERAGE	62	

.....

THE WILLIAMSPORT CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	82	1922
MINIMUM TEMPERATURE (F)	36	21	1989

SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	744 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 112134

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

533 PM EDT FRI APR 11 2003

.....

...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 11 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE FROM	YEAR
			NORMAL	

.....

TEMPERATURE (F)

TODAY

MAXIMUM	46	316 PM	82	1977	61	-15	66
MINIMUM	39	MM	26	1909	40	-1	38
AVERAGE	43				51	-8	52

PRECIPITATION (IN)

TODAY	0.65	1.04	1894	0.10	0.55	0.00
MONTH TO DATE	1.49			1.15	0.34	0.35

SINCE JUN 1	37.19	34.69	2.50	22.51
SINCE JAN 1	12.43	10.79	1.64	8.24

#### SNOWFALL (IN)

TODAY	MM
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

#### DEGREE DAYS

##### HEATING

TODAY	22	14	8	13
MONTH TO DATE	232	176	56	187
SINCE MAR 1	1006	899	107	886
SINCE JUL 1	5414	4825	589	4174

##### COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

#### WIND (MPH)

HIGHEST WIND SPEED	12	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	22	HIGHEST GUST DIRECTION	NE (50)
AVERAGE WIND SPEED	8.1		

#### SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 1.0

#### WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.

HEAVY RAIN  
RAIN  
LIGHT RAIN  
FOG

#### RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	800 AM
LOWEST	62	1200 AM
AVERAGE	81	

#### THE HARRISBURG CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	86	1977
MINIMUM TEMPERATURE (F)	40	26	1926

#### SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	742 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 112134

CLIIPT

## CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

533 PM EDT FRI APR 11 2003

...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 11 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD YEAR	NORMAL DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE FROM	YEAR
			NORMAL	

## TEMPERATURE (F)

## TODAY

MAXIMUM	46	347 PM	82	1922	58	-12	72
MINIMUM	38	618 AM	21	1989	36	2	33
AVERAGE	42				47	-5	53

## PRECIPITATION (IN)

TODAY	0.68	1.09	1948	0.11	0.57	0.00
MONTH TO DATE	1.73			1.21	0.52	0.16
SINCE JUN 1	36.36			35.52	0.84	31.61
SINCE JAN 1	9.86			9.88	-0.02	7.68

## SNOWFALL (IN)

TODAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

## DEGREE DAYS

## HEATING

TODAY	23	17	6	12
MONTH TO DATE	245	209	36	213
SINCE MAR 1	1108	1033	75	996
SINCE JUL 1	5885	5567	318	4712

## COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

## WIND (MPH)

HIGHEST WIND SPEED	9	HIGHEST WIND DIRECTION	W (250)
HIGHEST GUST SPEED	MM	HIGHEST GUST DIRECTION	MM
AVERAGE WIND SPEED	4.9		

## SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.8

## WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.

HEAVY RAIN  
RAIN  
LIGHT RAIN  
FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	700 AM
LOWEST	70	1200 AM
AVERAGE	85	

THE WILLIAMSPORT CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	59	87	1977
MINIMUM TEMPERATURE (F)	37	22	1926

SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	744 PM EDT

- INDICATES NEGATIVE NUMBERS.
- R INDICATES RECORD WAS SET OR TIED.
- MM INDICATES DATA IS MISSING.
- T INDICATES TRACE AMOUNT.

.A CLPP1 0411 E DH07/TX 56/TN 32/TA 35/PPP 0.80/XW 63/SF 0/SD 0

.A SPBP1 0411 E DH0730/TX 53/TN 36/TA 37/PPP 0.11/XW 63

SRUS51 KCTP 111200

RR1CTP

.B CTP 0411 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0759 AM EDT FRI APR 11 2003

:	24 HR	TEMPERATURE			RIVER	SNOW	:
:	PRECIP	MAX	MIN	OBS	STAGE	NEW	TOTAL :
PGVP1	/	/	/	/	/	/	: PINE GROVE
CNWM2	/	/	/	/	/	/	: CONOWINGO MD
HLTP1	/	/	/	/	/	/	: HOLTWOOD
LCRP1	/	/	/	/	/	/	: LANCASTER
SAHP1	/	/	/	/	/	/	: SAFE HARBOR
YHNP1	/	/	/	/	/	/	: YORK HAVEN
BFFP1	/	/	/	/	/	/	: BUFFALO MILLS
CDRP1	0.00	/ 55	/ 29	/ 34	/	/ 0.0	/ 0 : COUDERSPORT 7S
UNNP1	0.17	/ 50	/ 37	/ 38	/	/ 0.0	/ 0 : HANOVER
JRSP1	/	/	/	/	/	/	: JERSEY SHORE
LBGP1	/	/	/	/	/	/	: LEWISBURG
MILP1	0.22	/ 52	/ 37	/ 37	/	/	: MILLERSVILLE
MTDP1	/	/	/	/	/	/	: MOUNT DAVIS
NHDP1	0.32	/ 54	/ 36	/ 37	/	/ 0.0	/ 0 : NEW HOLLAND
SMEP1	0.00	/	/	/ 31	/	/ 0.0	/ 0 : SMETHPORT
WRRP1	0.00	/ 60	/ 31	/ 32	/ 8.56	/ 0.0	/ 0 : WARREN
SPCP1	/	/	/	/	/	/	: SPRING CREEK
MDT	0.19	/ 53	/ 39	/ 39	/	/ 0.0	/ 0 : HARRISBURG
IPT	0.09	/ 61	/ 37	/ 39	/	/ 0.0	/ 0 : WILLIAMSPORT
GLNP1	/	/	/	/	/	/	: GLENCOE
HERP1	0.26	/	/	/	/	/ 0.0	/ 0 : HERSHEY
MAYP1	0.18	/ 57	/ 31	/ 39	/	/ 0.0	/ 0 : MAHANAY CITY
USBP1	/	/	/	/	/	/	: UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 111159

RR3CTP

CRW

.A ALOP1 0411 E DH07/TX 55/TN 35/TA 35/PPP 0.40/XW 63/SF 0.0/SD 0

.A DANP1 0411 E DH0745/TA 37/PPP 0.28/XW 65

.A SMTP1 0411 E DH0730/TX 48/TN 33/TA 34/PPP 0.29/XW 61

SRUS51 KCTP 111216

RR3CTP

CRW

.A PLBP1 0411 E DH08/TX 55/TN 33/TA 35/PPP .50/XW 61/SF 0/SD 0

.A EVRP1 0411 E DH0803/TX 55/TN 37/TA 37/PPP .45/XW 51

.A EMPP1 0411 E DH08/TX 62/TN 32/TA 35/PPP T/XW 61

.A PGLP1 0411 E DH08/TX 58/TN 36/TA 36/PPP .27/XW 63/SF M/SD M

SRUS51 KCTP 111231

RR3CTP

CRW

.A OSWP1 0411 E DH08/TX 56/TN 26/TA 30/PPP 0/XW 03

.AR STCP1 0411 E DH08/TX 56/TN 35/TA 37/PPP 0.27/SF 0.0/SD 0

.A BEPP1 0411 E DH08/TX 57/TN 36/TA 37/PPP 0.04/XW 61/SF T/SD 0

.AR PGFP1 0411 E DH0815/TA 36/PPP 0.21/XW 53

SRUS51 KCTP 111234

RR3CTP

CHS

.A STCP1 0411 E DH08/TX 56/TN 35/TA 37110/TSIRZX M/SF 0.0/SD 0

SRUS51 KCTP 111257

RR1CTP

.B CTP 0411 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0857 AM EDT FRI APR 11 2003

	24 HR	PRECIP	TEMPERATURE	OBS	RIVER	SNOW	
		MAX	MIN		STAGE	NEW	TOTAL :
PGVP1	0.23	/	/	/ 37	/	/ 0.0	/ 0 : PINE GROVE
CNWM2	0.48	/	/	/	/	/ 0.0	/ 0 : CONOWINGO MD
HLTP1	0.40	/	/	/	/	/ 0.0	/ 0 : HOLTWOOD
LCRP1	0.00	/ 53	/ 37	/ 38	/ 4.36	/ 0.0	/ 0 : LANCASTER
SAHP1	0.44	/	/	/	/	/ 0.0	/ 0 : SAFE HARBOR
YHNP1	0.26	/	/	/	/	/ 0.0	/ 0 : YORK HAVEN
BFFP1	0.26	/	/	/	/	/ 0.0	/ 0 : BUFFALO MILLS
CDRP1	0.00	/ 55	/ 29	/ 34	/	/ 0.0	/ 0 : COUDERSPORT 7S
UNNP1	0.17	/ 50	/ 37	/ 38	/	/ 0.0	/ 0 : HANOVER
JRSP1	/	/	/	/	/	/	/ : JERSEY SHORE
LBGP1	/	/	/	/	/	/	/ : LEWISBURG
MILP1	0.22	/ 52	/ 37	/ 37	/	/	/ : MILLERSVILLE
MTDP1	/	/	/	/	/	/	/ : MOUNT DAVIS
NHDP1	0.32	/ 54	/ 36	/ 37	/	/ 0.0	/ 0 : NEW HOLLAND
SMEP1	0.00	/	/	/ 31	/	/ 0.0	/ 0 : SMETHPORT
WRRP1	0.00	/ 60	/ 31	/ 32	/ 8.56	/ 0.0	/ 0 : WARREN
SPCP1	/	/	/	/	/	/	/ : SPRING CREEK
MDT	0.19	/ 53	/ 39	/ 39	/	/ 0.0	/ 0 : HARRISBURG
IPT	0.09	/ 61	/ 37	/ 39	/	/ 0.0	/ 0 : WILLIAMSPORT
GLNP1	0.48	/	/	/	/	/ 0.0	/ 0 : GLENCOE
HERP1	0.26	/	/	/	/	/ 0.0	/ 0 : HERSHEY
MAYP1	0.18	/ 57	/ 31	/ 39	/	/ 0.0	/ 0 : MAHANAY CITY
USBP1	/	/	/	/	/	/	/ : UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 111330

RR3CTP

CTP

.A CONP1 0411 E DH08/TX 55/TN 37/TA 37/XW 03/PPP 0.25/SF 0.0/SD 0

SRUS51 KCTP 111331 CCA

RR3CTP

CTP

.AR STCP1 0411 E DH08/TX 56/TN 35/TA 37/PPP 0.27/SF 0.0/SD 0

SRUS51 KCTP 111439

RR3CTP

CRW

.A LOKP1 0411 E DH07/TX 60/TN 36/TA 38/PPP 0.10/XW 61/SW 0.35

SRUS51 KCTP 111503

RR5CTP

NATIONAL WEATHER SERVICE STATE COLLEGE PA

PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PA

1058 AM FRI APR 11 2003

TEMPERATURE AND PRECIPITATION FOR THE PAST 24 HOURS

STATION	PRECIP	TEMPERATURE	SNOW			
		MAX	MIN	OBSN	NEW	TOTAL
ADAMS COUNTY						
BIGLERVILLE	0.22	51	37	37		
BEDFORD COUNTY						
BUFFALO MILLS	0.26				0.0	0



EVERETT	0.45	55	37	37		
SAXTON						
WOLFSBURG	0.35				0.0	
BLAIR COUNTY						
ALTOONA	0.40	55	35	35	0.0	0
TYRONE	0.30			44	0.0	0
WILLIAMSBURG	0.25			33	0.0	0
BUTLER COUNTY						
SLIPPERY ROCK	0.00	62	37	42		
CAMBRIA COUNTY						
EBENSBURG						
PRINCE GALLITZIN SP	0.27	58	36	36	M	M
CAMERON COUNTY						
EMPORIUM	T	62	32	35		
SINNEMAHOING	0.03				0.0	0
STEVENSON DAM	T	60	34	37	0.0	0
CENTRE COUNTY						
CLARENCE	0.13	59	33	36	0.0	0
MILLHEIM	0.26	54	34	35	0.0	T
PHILIPSBURG 2S	0.50	55	33	35	0.0	0
STATE COLLEGE	0.27	56	35	37	0.0	0
CLEARFIELD COUNTY						
COALPORT 1NW	0.80	56	32	35	0.0	0
CLINTON COUNTY						
LOCK HAVEN	0.10	60	36	38		
RENOVO	0.01	59	36	37	0.0	0
COLUMBIA COUNTY						
BENTON	0.04	57	36	37	T	0
CUMBERLAND COUNTY						
PINE GROVE FURNACE	0.21			36		
SHIPPENSBURG	0.11	53	36	37		
DAUPHIN COUNTY						
DEHART DAM	0.35	55	36	38		
HARRISBURG	0.19	53	39	39	0.0	0
HARRISBURG 1 NE	0.20	53	38	38		
HERSHEY	0.26				0.0	0
ELK COUNTY						
RIDGWAY	0.00	58	31	37	0.0	0
WILCOX						
FAYETTE COUNTY						
CHALKHILL						
FRANKLIN COUNTY						
SOUTH MOUNTAIN	0.29	48	33	34		
UP. STRASBURG						
HARFORD COUNTY MD						
CONOWINGO DAM MD	0.48				0.0	0
HUNTINGDON COUNTY						
HUNTINGDON	0.26	55	37	37	0.0	0
LANCASTER COUNTY						
GLEN MOORE	0.18					
HOLTWOOD	0.40				0.0	0
MILLERSVILLE	0.22	52	37	37		
NEW HOLLAND	0.32	54	36	37	0.0	0
SAFE HARBOR	0.44				0.0	0
LUZERNE COUNTY						
WHITE HAVEN	T	55	33	35		
LYCOMING COUNTY						
JERSEY SHORE						
WILLIAMSPORT	0.09	61	37	40	0.0	0
MCKEAN COUNTY						

CLERMONT						
KANE	0.00	54	25	27	0.0	0
PORT ALLEGHENY	0.00	56	29	31	0.0	0
SMETHPORT	0.00			31	0.0	0
MIFFLIN COUNTY						
LEWISTOWN	0.26	57	37	38	0.0	0
MONROE COUNTY						
LONG POND						
MONTGOMERY COUNTY						
DANVILLE	0.28			37		
NORTHUMBERLAND COUNTY						
SUNBURY	0.17	59	37	38	0.0	0
POTTER COUNTY						
COUDERSPORT 7S	0.00	55	29	34	0.0	0
OSWAYO	0.00	56	26	30		
SCHUYLKILL COUNTY						
MAHANAY CITY	0.18	57	31	39	0.0	0
PINE GROVE	0.23			37	0.0	0
SNYDER COUNTY						
SELINGSGROVE	0.17	58	37	38		
SOMERSET COUNTY						
BOSWELL						
CONFLUENCE	0.25	55	37	37	0.0	0
GLENCOE	0.48				0.0	0
LAUREL SUMMIT	0.16	48	31	31	T	0
MEYERSDALE	0.38	51	35	35		
MOUNT DAVIS						
SOMERSET						
SULLIVAN COUNTY						
LAPORTE	T	53	30	36	0.0	0
SUSQUEHANNA COUNTY						
MONTROSE	0.00	56	32	38		
TIOGA COUNTY						
COVINGTON	0.00					T
SABINSVILLE	0.00				0.0	0
WELLSBORO	0.00	53	28	37	0.0	T
UNION COUNTY						
LEWISBURG	0.16	60	37	38	0.0	0
VENANGO COUNTY						
FRANKLIN						
WARREN COUNTY						
WARREN	0.00	60	31	32	0.0	0
SPRING CREEK						
WAYNE COUNTY						
HAWLEY						
WESTMORELAND COUNTY						
MOUNT PLEASANT	0.26	59	39	39		
RECTOR	0.13	60	38	39		
YORK COUNTY						
HANOVER	0.17	50	37	38	0.0	0
YORK HAVEN	0.26				0.0	0
SRUS51 KCTP 111738						
RR1CTP						
.E CNFP1 0411 DH1730/HGIRP/DIN-60/5.35						
.E CONP1 0411 DH1730/PCIRP/DIN-60/3.7						
.E FDLP1 0411 DH1715/HGIRP/DIN-60/4.97						
SRUS51 KCTP 112338						
RR1CTP						
.E CNFP1 0411 DH2330/HGIRP/DIN-60/5.48						
.E CONP1 0411 DH2330/PCIRP/DIN-60/3.8						

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DONNA CARFLEY

Plaintiff,

v.

EDGAR ENGLISH

Defendant

: CIVIL DIVISION

:

:

: No: 04-1372-CD

:

: ISSUE: Praecipe to File Deposition

: Transcripts

:

: FILED ON BEHALF OF DEFENDANT:

: EDGAR ENGLISH

:

: COUNSEL ON RECORD FOR DEFENDANT:

:

: MARGOLIS EDELSTEIN

: STEPHEN L. DUGAS, ESQUIRE

: PA.I.D.# 21351

: P.O. Box 628

: Hollidaysburg, PA 16648

: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 23<sup>rd</sup> DAY OF MARCH, 2006

  
\_\_\_\_\_  
Attorneys for Named Defendant

FILED <sup>NO</sup> <sub>cc</sub>  
m110:40 ~~BD~~  
MAR 24 2006 ©

William A. Shaw  
Prothonotary/Clerk of Courts

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

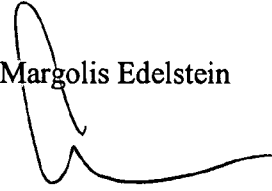
DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**PRAECIPE TO FILE DEPOSITION TRANSCRIPTS**

TO: PROTHONOTARY

Please file the transcripts of depositions of Plaintiff Donna Carfley, Defendant Edgar English, Brenda English and Thomas Hite in connection with the Motion for Summary Judgment previously filed.

Margolis Edelstein

By:   
\_\_\_\_\_  
Attorney for Defendant  
Stephen L. Dugas, Esquire  
P.A.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: March 23, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

DONNA CARFLEY

Plaintiff,

v.

EDGAR ENGLISH

Defendant

: CIVIL DIVISION

:

:

: No: 04-1372-CD

:

: ISSUE:

:

: Praecept for Argument

:

: FILED ON BEHALF OF DEFENDANT:

: EDGAR ENGLISH

:

: COUNSEL ON RECORD FOR DEFENDANT:

:

: MARGOLIS EDELSTEIN

: STEPHEN L. DUGAS, ESQUIRE

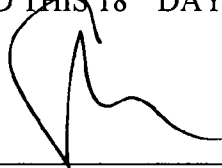
: PA.I.D.# 21351

: P.O. Box 628

: Hollidaysburg, PA 16648

: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 18<sup>th</sup> DAY OF APRIL, 2006



Attorneys for Named Defendant

**FILED**

110:44/SA  
APR 21 2006

NO  
ce  
BK

William A. Shaw  
Prothonotary/Clerk of Courts

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

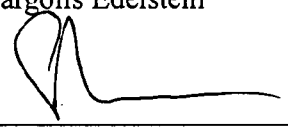
DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**PRAECIPE FOR ARGUMENT**

TO: PROTHONOTARY

Please place the Motion for Summary Judgment previously filed by Defendant in  
the above on the next available list for Oral Argument.

Margolis Edelstein

By:   
\_\_\_\_\_  
Attorney for Defendant  
Stephen L. Dugas, Esquire  
PA.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: April 19, 2006

CA

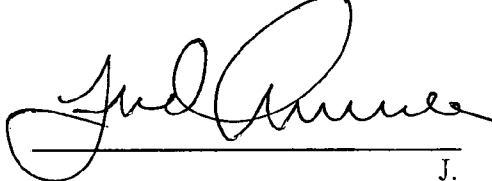
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**SCHEDULING ORDER**

AND NOW, this 28 day of April, 2006, Oral Argument is hereby scheduled on Defendant's Motion for Summary Judgment for 2:00 o'clock P.m., on the 19<sup>th</sup> day of May, 2006, in Courtroom No. 1, Clearfield County Courthouse, Clearfield Pennsylvania. ~~Moving party's Brief due on the \_\_\_\_\_ day of \_\_\_\_\_, 2006. Opposing~~  
~~Party's Brief due on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.~~

BY THE COURT,

  
J.

**FILED**

**APR 28 2006**

**0/4:00/5** 

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

**1 CERT TO ATT**



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 4-28-06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s)/Attorney(s)

☐ Defendant(s)/Attorney(s)

☐ Other

☐ Special Instructions:



FILED  
MAY 19 2006  
01:10 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
NO CENS TO ATT

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

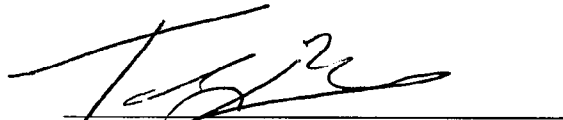
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I will provide, this 19th day of May, 2006, a true and correct copy of Plaintiff's PRAECIPE TO FILE ORIGINAL DEPOSITION TRANSCRIPTS to the below person at said address, being counsel of record for the Defendant, via hand delivery:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
Plaintiff

vs.

EDGAR ENGLISH,  
Defendant

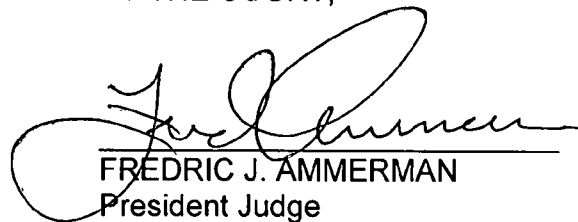
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NO. 04-1372-CD

ORDER

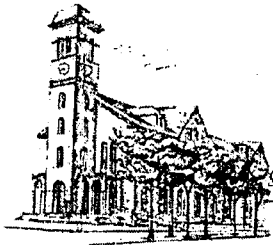
NOW, this 22<sup>nd</sup> day of May, 2006, following argument on the Defendant's Motion for Summary Judgment, it is the ORDER of this Court that the said Motion be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 300  
01/10:05/01 Amy Dugas  
MAY 22 2006 (OK)

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5/22/06

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

6A

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

Type of Pleading:

**PRAECIPE TO LIST FOR TRIAL**

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

SEP 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

no c/c

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

**PRAECIPE TO LIST FOR TRIAL**

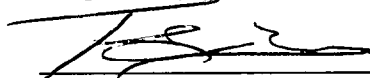
To: William A. Shaw, Prothonotary

Date: September 26, 2006

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify that in the above captioned matter, (i) pleadings are closed; (ii) there is no outstanding discovery requests; and (iii) attempts to amicably resolve this matter have failed or would be non-productive.

Therefore, request is hereby made that the same be placed on the jury trial list and listed for a two (2) trial days.

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. No.: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

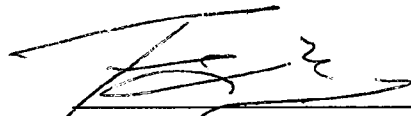
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 26th day of September, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's PRAECIPE TO LIST FOR TRIAL, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942



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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

Type of Pleading:  
**MOTION IN LIMINE**

Filed By:  
Plaintiff

Counsel of Record:  
Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**  
SEP 27 2006  
11:40  
William A. Shaw  
Prothonotary/Clerk of Courts  
cc c/c

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

**RULE TO SHOW CAUSE**

Now, this 28 day of Sept., 2006, upon consideration of the attached Plaintiff's MOTION IN LIMINE, a RULE is hereby issued upon the Defendant to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 27<sup>th</sup> day of October, 2006 and argument on the MOTION set for the 22<sup>nd</sup> day of November, 2006, at 10:00, A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator  
Second & Market Streets  
Clearfield, PA 16830  
(814)-765-2641

**FILED** <sup>icc</sup>  
*9/27/06 Atty Noble*  
**SEP 29 2006** <sup>60</sup>

By The Court,

*[Signature]*  
Judge...

William A. Shaw  
Prothonotary/Clerk of Courts

5. Defendant through discovery inquired about other injuries suffered by Ms. Carfley and the circumstances of those injuries involving a broken foot (the other foot) by stepping

into a crack of the sidewalk at her former apartment.

6. That Ms. Carfley suffered injuries in a prior accident, for which she received a settlement, but for which her injuries were different.

7. That a common insurance defense tactic is to demonstrate that a Plaintiff has had other claims in an attempt to discredit the person to the jury.

8. That the only way such evidence or inquiry at trial would be relevant or material is if said injuries are a pre-existing condition.

9. In this circumstance, the injuries suffered in the prior accident are not related to the injuries for which Ms. Carfley now seeks compensation as they affected a different part of her body.

10. All evidence and inquiry of the prior accident and lawsuit should be precluded at trial.

**Issue II: Prior Arrest**

11. That at her deposition, Defendant inquired about an incident in which Ms. Carfley was criminally charged with a misdemeanor assault.

12. That the same is not nor could be the basis of any *crimen falsi* attack.

13. That the only manner that such issue could possibly be relevant or material is in attempt to show that Ms. Carfley is not injured as claimed.

14. That if defendant wishes to do so it should be permitted to inquire about the facts or circumstances of the incident but in no manner should be permitted to discuss, mention or infer that Ms. Carfley was criminally charged in such incident or that she pled guilty to a summary offense of harassment.

**Issue III: Race of Co-Tenant/Boyfriend**

15. That at the time around this incident Ms. Carfley was living with Christopher Cox, who might be considered a co-tenant.

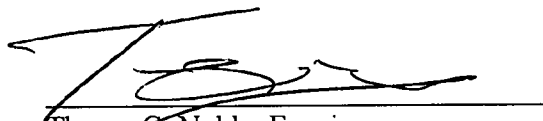
16. Mr. Cox is an African-American.

17. Although either party might call Mr. Cox as a witness, and if so this issue would be moot, but until he is called a witness, there is no lawful reason for Mr. Cox's race to be mentioned.

18. That Plaintiff is considered that some members of a potential jury pool would be prejudiced by a caucasian dating an African American.

**WHEREFORE, Plaintiff requests that her MOTION IN LIMINE be GRANTED and defendant precluded from (i) seeking evidence about her prior accident; (ii) discussing the criminal charge or summary plead to harrassment; and (iii) mentioning that Mr. Cox is African American.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.


No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 26th day of September, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire**  
**Margolis Edelstein**  
**P.O. Box 628**  
**Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

Type of Pleading:

**NOTICE OF SERVICE**

Filed By:

Plaintiff

Counsel of Record:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED** *WCC*  
*m/12/4/2006*  
OCT 04 2006 *um*

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

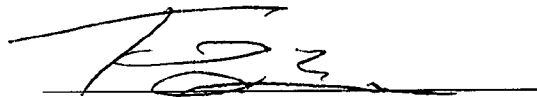
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 3rd day of October, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's the RULE TO SHOW CAUSE issued upon her MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire**  
**Margolis Edelstein**  
**P.O. Box 628**  
**Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942



CA

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

DONNA CARFLEY,  
an adult individual,  
vs.  
EDGAR ENGLISH,  
an adult individual,

\*  
\*  
\*  
\*  
\*

NO. 04-1372-CD

ORDER

NOW, this 6<sup>th</sup> day of November, 2006, Defense counsel having indicated to the Court his "essential" agreement to Plaintiff's Motion in Limine, the same is hereby GRANTED. Defendant shall be precluded at trial from soliciting or introducing into evidence at trial any evidence concerning (i) Plaintiff's previous slip, trip and fall type accident, or injuries therefrom; (ii) Plaintiff's arrest or conviction, if any, for any criminal charge not *crimen falsi* in nature, specifically for an assault charge after the date of her injuries complained thereof; and (iii) the race of Christopher Cox, Plaintiff's former boyfriend and "co-tenant".

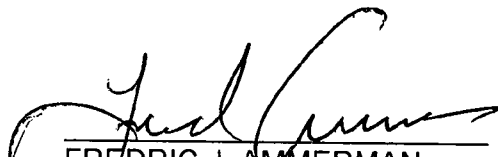
Therefore, the argument scheduled on the Plaintiff's Motion in Limine on November 22, 2006 is hereby CANCELED.

BY THE COURT,

FILED  
4:00 PM  
NOV 06 2006

ICC Atty's:  
Noble  
Dugas

William A. Shaw  
Prothonotary/Clerk of Courts

  
FREDRIC J. AMMERMAN  
President Judge

FILED

NOV 06 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/6/06

Not the responsible for serving all appropriate parties.

Yes the Prothonotary's office has provided service to the following parties:

Yes Plaintiff(s) Attorney Other

Plaintiff(s)

Defendant(s) Yes Defendant(s) Attorney

Special Instructions:

CPA

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

DONNA CARFLEY,  
Plaintiff

vs.

EDGAR ENGLISH,  
Defendant

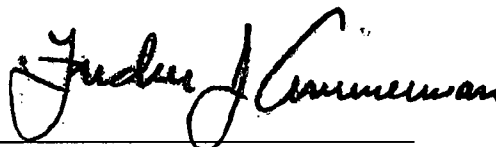
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NO. 04-1372-CD

**ORDER**

AND NOW, this 2<sup>nd</sup> day of January, 2007, it is the ORDER of this Court that the  
Pre-Trial Conference in the above matter shall be held on the **24<sup>th</sup> day of January,**  
**2007 at 9:30 a.m. in Chambers.**

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
JAN 03 2007

cc Atty's:  
Noble  
Dugas

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY,  
Plaintiff  
vs.  
EDGAR ENGLISH,  
Defendant

\*  
\*  
\*  
\*  
\*

NO. 04-1372-CD

FILED  
0/2:05 am  
JAN 26 2007

acc Attys:  
Noble  
Dugas  
GK

William A. Shaw  
Prothonotary/Clerk of Courts


ORDER

AND NOW, this 24<sup>th</sup> day of January, 2007, following Pre-Trial Conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on February 1, 2007 commencing at 10:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for April 11 and 12, 2007 commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at time of trial shall submit said objections to the Court, in writing, no later than thirty (30) days prior to the commencement of trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall submit its brief in opposition to said objections no later than fifteen (15) days prior to the commencement of trial.

4. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than thirty (30) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than fifteen (15) days prior to trial.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

DATE: 1-26-2007

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

**JAN 26 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

67

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**MOTIONS IN LIMINE**

AND NOW comes Defendant, Edgar English, and by his attorneys, Margolis Edelstein, submits these Motions in Limine, whereof the following is a statement:

**MOTION TO LIMIT TESTIMONY OF PLAINTIFF'S MEDICAL EXPERT**

Much earlier on in this litigation, Defendant served Plaintiff with "Expert Interrogatories," pursuant to Pa. R. C., Rule 4003.5. More recently, the parties have submitted, Pre-Trial Narratives to the Court. Plaintiff identified Rodolfo S. Polintan, M.D. as her expert, and supplied a report from him dated December 20, 2005. Consistent with Rule 4003.5 (c) and Local Rules of the Court of Common Pleas of Clearfield County, the testimony of Dr. Polintan at trial may not exceed the fair scope of the December 20, 2005 report. Defendant submits this Motion for an Order precluding any testimony from Dr. Polintan that goes beyond the fair scope of the said report.

no cc  
mta 2/1/07  
FEB 01 2007  
CR

William A. Shaw  
Prothonotary/Clerk of Courts

MOTION TO EXCLUDE TESTIMONY OF DEFENDANT'S OWNERSHIP OF OTHER  
RENTAL PROPERTIES

During the deposition conducted by Plaintiff's counsel, Defendant was asked about his ownership of other rental properties, indicating that he owned a total of 8, including the subject rental property. Similar questions were put to Defendant's spouse, Brenda English, during her deposition also taken by Plaintiff's counsel. And as much as this is not a case involving punitive damages, Defendant's wealth, as reflected by his ownership of numerous rental properties is inadmissible. The Rules of Civil Procedure even limit discovery into the wealth of the Defendant in a claim where punitive damages is properly at issue, requiring an order of Court setting forth appropriate restrictions. Pa.R.C.P., Rule 4003.7. Also see, Feld v. Merriam, 485 A.2d 742, (Pa., 1984), where the Court reiterated the proposition that a jury may not consider a Defendant's wealth in setting compensatory damages because it is "improper, irrelevant, prejudicial, and clearly beyond legally established boundaries." Citing Trimble v. Merloe, 197 A.2d 457, 458, (Pa., 1964).

Therefore, Defendant seeks an Order precluding Plaintiff from enquiring into Defendant's wealth or the number of rental properties he owns or owned.

MOTION TO EXCLUDE EVIDENCE OF PLAINTIFF'S EVICTION

There is testimony in the depositions of the parties that Defendant evicted Plaintiff for non-payment of rent subsequent to her accident. The evidence of her eviction is irrelevant and potentially prejudicial to both sides. It has no prohibitive value whatsoever.

Evidence of the post-accident eviction could be used by Plaintiff to argue Defendant's ill motive in order to inflame the Jury against him. On the other hand, the Plaintiff's failure to pay



her rent, being a justifiable basis upon which eviction from the premises can legally occur, could tend to inflame the jury against the Plaintiff for being a deadbeat. Regardless of how this evidence would be interpreted, it is clearly inadmissible. See, Pa.R.E., Rule 401, Rule 402, and Rule 403, which define "relevant evidence" is that which has a tendency to make the existence of any fact of consequence to the determination of the action more probable or less probable than it would be without the evidence, and clearly makes evidence that has no relevance inadmissible. Even if evidence arguably has some relevance, the court has the power to exclude it if the probative value is outweighed by the danger of unfair prejudice, among other things. Rule 403 specifically indicates that "unfair prejudice" means a tendency to suggest to the jury a decision on an improper basis or to divert it's attention away from the duty of waiting evidence impartially.

Therefore, Defendant seeks an Order precluding any evidence of the post-accident eviction of Plaintiff.

MOTION TO PRECLUDE EVIDENCE OF POST-ACCIDENT REPAIRS OR PRE-ACCIDENT INTENT TO MAKE SUBSEQUENT REPAIRS

Plaintiff's attorney inquired during his deposition of Defendant about subsequent repairs to the premises. He enquired about replacing the roof as well as the sidewalk. In fact, Plaintiff's counsel subsequently took the deposition of Lawrence A. Graham, Sr., on September 19, 2005, in which he inquired of the witness about replacement of the sidewalk at the subject premises, which occurred after Plaintiff's accident.

Pursuant to Pa.R.E., Rule 407:

When, after an injury or harm allegedly caused by an event, measures are taken which, if taken previously, would have made the injury or harm less likely to occur, evidence of the subsequent measures is not admissible to prove that the party who took the measures was negligent or engaged in culpable conduct. . . .

Accordingly, any attempt to elicit testimony from any witness about post-accident remedial measures to the property itself is improper because such evidence is inadmissible.

However, *pre*-accident plans to perform *post*-accident remedial measures are equally inadmissible, according to the Supreme Court in Pressler v. Pittsburgh, 214 A.2d 616, (Pa., 1965). See also Ball v. Rolling Hill Hospital 518 A.2d 1238, (Pa. Super., 1986).

Therefore, Defendant seeks an Order precluding any attempt to elicit evidence from Defendant or any other witness, regarding any pre-accident plans to repair, or post-accident repairs or other remedial measures to the subject premises.

Margolis Edelstein


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

Stephen L. Dugas, Esquire  
Attorney for Defendant  
PA. I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 695-5064

**PROOF OF SERVICE**

I hereby certify that a true and correct copy of the within Motions in Limine was served on January 29, 2006, by First Class United States Mail, postage pre-paid and addressed as follows:

Theron G. Noble, Esquire  
301 East Pine Street  
Clearfield, PA 16830



---

Stephen L. Dugas, Esquire

A

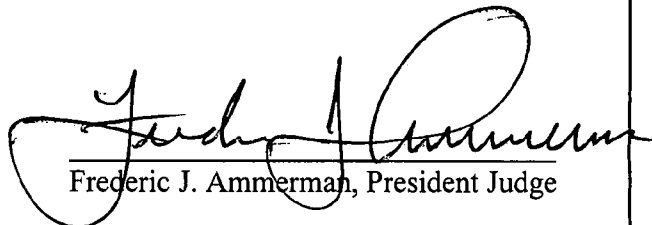
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**SCHEDULING ORDER**

AND NOW, this 5<sup>th</sup> day of February, 2007, oral argument is hereby scheduled on Defendant's Motions In Limine for the 5<sup>th</sup> day of March, 2007 at 10:00 o'clock, A . M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT,

  
Frederic J. Ammerman, President Judge

1cc  
01/31/07  
Any Sugars  
Gls

**FILED**  
FEB 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

Plaintiff does not disagree with the Defendant that his wealth, or lack thereof, as applied to this case, is immaterial. However, there are potentially at least three witnesses (Tom Hite and the Graham Brothers) who with frequency (more so for Mr. Hite) perform work for Defendant, including work at his other rentals. As such, this opportunity for business with the Defendant certainly effects their credibility such that the jury is entitled

to know about their business relationship with the Defendant. Therefore, a strict prohibition against reference to other rentals in which the Defendant is interested would deny Plaintiff a fair evaluation of the testimony of those with whom Defendant often uses to perform repair type work.

### **Issue III: Motion To Exclude Evidence of Plaintiff's Eviction**

Plaintiff does not oppose this issue.

### **Issue IV: Post Accident Repairs v Pre-Accident Intent**

Plaintiff discovered evidence that Defendant had placed the sidewalk in question on his "list of things to do", prior to Ms. Carfley's accident. Obviously, Defendant had not made the repairs to the sidewalk prior to the accident.

To be perfectly clear, Plaintiff does not intend to offer into evidence the post accident repair, prohibited under Pa.R.Civ.P. 407. However, Plaintiff does intend to offer into evidence the Defendant's **pre-accident acknowledgement that sidewalk was in need of repair**. Therefore, Plaintiff contends that Pa.R.Civ.P. 407 does not apply to this instance.

Plaintiff offers Pa. R. Civ. 608, specifically inconsistent conduct, as to the admissibility of this evidence. Mullen v. Union Central Life Ins. Co., 38<sup>7</sup> A. 988 (1897); See also Packel & Poulin §608.8. In this situation, Defendant contends that the condition of the sidewalk was not negligent. However, Defendant's testimony that he intended to replace the sidewalk is an admission against Defendant's position that the sidewalk was not in negligent condition.

Defendant made a Motion for Summary Judgment arguing in fact that he did not have a duty to repair the sidewalk as Ms. Carfley was a "tenant in possession". Defendant presented this Court as follows: "Once again, it becomes clear that the sine qua non of

liability is that Defendant agree to render a service, or actually undertake to render a service to the Plaintiff". The evidence that Defendant had the repair of the sidewalk on his "to do list" demonstrates Defendant's specific contractual duty regarding the sidewalk. Therefore this evidence should also be admitted to demonstrate Defendant's "control" of the sidewalk. See Packel & Poulin §407.1(a).

In addition to the above arguments Plaintiff also advances that even if this Court were to somehow equate this "pre-accident admission" with a "post accident repair" controlled by Pa.R.Civ.P. 407, two additional exceptions apply. Similar to the "admission" advanced above, this evidence could be used to impeach Defendant's testimony about the condition of the sidewalk not being negligent. See Packel & Poulin §407.1(d). Also, Plaintiff could offer this evidence to show the repair was feasible. See Packel & Poulin §407.1(b). This is true even if the defense does not raise feasibility as an issue.

In support of its Motion In Limine, Defendant cites two cases, Pressler and Ball. Ball has absolutely nothing to do with "pre-accident intent", but cites Pressler as to the proposition that post accident repairs are not admissible.

Pressler does not announce the bold stare decisis advanced by Defendant that "pre-accident intent" to make repairs which are done post accident. However, Plaintiff will concede at least Pressler on its face to seem to support Defendant's position, since at least a pre-accident thought (installation of warning devices at intersections) was held not be admissible. But in this case, the trial court held that the warning devices were not intended only for the intersection at issue but for all of the City and Plaintiff offered no special circumstances that this particular intersection was in more need of such a device.



As such the Pressler court held “**there is nothing like any of these circumstances in the case at bar, and to allow the introduction into evidence against a municipality of a planning board diagram designed to increase street safety generally, would be to penalize the municipality for its foresight and concern for the welfare of its people.**”

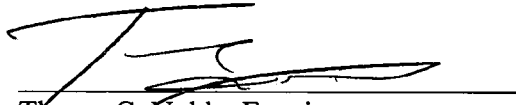
As this Court can tell, there is much more to the Pressler decision (for instance cost of implementation of new technology and issues of immunity and even agency) than the issue advanced by Defendant.

To further assist this Court, Plaintiff suggests that we dissect the purpose of Pa.R.Civ.P. 407. Primarily Rule 407 prohibits evidence because subsequent repairs are not relevant as they may be occasioned by a new and potentially different set of circumstances and/or corresponding duties prevailing at a later time. Secondly, social policy dictates the exclusion so that repairs which would enhance safety are not discouraged. Duchess v. Langston Corporation, 769 A.2d 1131 (2001).

Neither of these reasons justifies the exclusion sought by the Defendant herein. The circumstances and duties did not change between Ms. Carfley and the Defendant. Secondly, **social policy would in fact be enhanced [to permit the evidence] since to exclude the evidence all one need do is not make the repair only just plan to make it, without safety ever being improved.**

**WHEREFORE, Plaintiff requests that Defendant’s MOTION IN LIMINE by granted in part and denied in part.**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

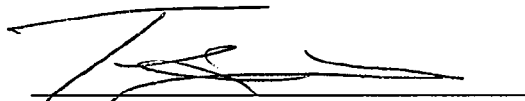
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 3rd day of February, 2007, via United States Mail, first class, postage prepaid, a true and correct copy of the Plaintiff's RESPONSE TO DEFENDANT'S MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire**  
**Margolis Edelstein**  
**P.O. Box 628**  
**Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

CA

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

DONNA CARFLEY,  
Plaintiff

v.

EDGAR ENGLISH,  
Defendant

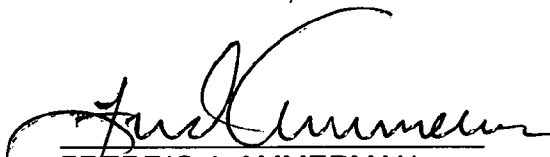
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NO. 04-1372-CD

ORDER

NOW, this 6<sup>th</sup> day of March, 2007, following the Court's review of case precedent and the Defendant's deposition, it is the ORDER of this Court that the Defendant's Motion to Preclude Pre-Accident Intent to Make Subsequent Repairs be and is hereby DENIED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

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MAR 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts (CW)

100 Attys.  
Noble  
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012:43/81 Noble  
MAR 06 2007 Dugas

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA CARFLEY

:

VS.

:

NO. 04-1372-CD

EDGAR ENGLISH

:

O R D E R

AND NOW, this 5th day of March, 2007, following argument on the Defendant's Motion in Limine, it is the ORDER of this Court as follows:

1. There is no disagreement between the parties relative the first and second Motions, being the Motion to Limit Testimony of Plaintiff's Medical Expert and the Motion to Exclude Evidence of Eviction; and, both said Motions are hereby granted;

2. Relative the Motion to Exclude Testimony of Defendant's Ownership of Rental Properties, it is the ORDER of this Court that the Court shall make appropriate determination as to the same at time of jury trial, depending upon the testimony that is submitted. Counsel for both parties shall have no more than twenty (20) days from this date in which to supply the Court with a Memorandum of Law relative the appropriate legal standard relative a party attempting to impeach a witness that that party has called to the witness stand;

3. The Defendant's Motion to Prevent Evidence of

Post-accident Repairs is hereby granted. The Court will issue subsequent Order dispositive of the Defendant's Motion to Preclude Pre-Accident Intent to Make Subsequent Repairs.

BY THE COURT,

A handwritten signature in dark ink, appearing to read "Fred [unclear]", is written over a horizontal line.

President Judge

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

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No. 04- 1372 -CD

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Type of Pleading:

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**PRAECIPE TO DISCONTINUE**

:

:

Filed By:

:

Plaintiff

:

:

Counsel of Record:

:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

:

:

:

**FILED** No cc, 1 Cert  
of disc issued  
m/11:28 am to Atty Noble  
MAR 28 2007 Copy to C/A  
(initials)

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY

: CIVIL DIVISION

Plaintiff,

v.

: No: 04-1372-CD

EDGAR ENGLISH

Defendant

: JURY TRIAL DEMANDED

**PRAECIPE TO DISCONTINUE**

TO: PROTHONOTARY:

Mark the above-captioned Civil Action "Discontinued with Prejudice."

FERRARACCIO & NOBLE

By: 

Theron G. Noble, Esquire  
Attorney for Plaintiff  
PA. I.D. # 55942  
301 East Pine Street  
Clearfield, PA 16830  
(814) 375-2221



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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

v.

EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 27th day of March, 2007, via United States Mail, first class, postage prepaid, a true and correct copy of the Plaintiff's PRAECIPE TO DISCONTINUE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Donna Sue Carfley

Vs.

No. 2004-01372-CD

Edgar English

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, 2007, marked:

Discontinued with Prejudice

Record costs in the sum of \$85.00 have been paid in full by Theron G. Noble Esq. .

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. 2007.

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

(A)

**IN THE COURT OF COMMON PLEAS OF CLEAR FIELD COUNTY**  
**PENNSYLVANIA**

DONNA CARFLEY

: CIVIL DIVISION

Plaintiff,

vs.

: No: 04-1372-CD

EDGAR ENGLISH

Defendant

: JURY TRIAL DEMANDED

MAY 15 2006  
COURT ADMINISTRATOR'S  
OFFICE

**BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

NOW COMES Defendant Edgar English, and by his Attorneys Margolis Edelstein, files this Brief in Support of Motion for Summary Judgment, whereof the following is a statement:

**HISTORY OF THE CASE**

This action began when Plaintiff filed a Complaint in September, 2004. Defendant filed a timely and responsive Answer and New Matter, and discovery followed. Discovery included Interrogatories and Requests for Production as well as depositions of Plaintiff, Defendant, Defendant's spouse and one Thomas Hite.

The operative and controlling allegations in the Complaint are contained in Paragraphs 4, 5, 6, 8 and 9. Those Paragraphs establish that the Plaintiff allegedly fell because of the condition of the sidewalk leading to the rear entrance of the premises which she had rented from Defendant, because Defendant allegedly breached his "duty of care" by providing a leasehold whose sidewalk was in need of repair due to cracks and potholes, and that he failed to remedy a problem with the electric light outside the rear door, causing

her to be unable to see and avoid the "defect" allegedly causing her fall. By way of New Matter, Defendant raised, and subsequently Plaintiff admitted that, at the time of her accident, Plaintiff was in sole and exclusive possession of the leasehold premises under a written lease, copy of which was attached to Defendant's Answer and New Matter.

After completion of discovery, Defendant filed a Motion for Summary Judgment pursuant to Pa. R.C.P., Rule 1035.1. Although Rule 1035.3 specifically states that "[T]he adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within 30 days after service of the motion...", Plaintiff has not filed an Answer to the Motion.

Defendant submits that he is entitled to Summary Judgment as a matter of law.

#### SUMMARY OF ISSUES

- I. Did Defendant have a duty to the Plaintiff arising out of his status as landlord with respect to the premises which was entirely leased to Plaintiff, who occupied the premises to the exclusion of Defendant?

Answer: Negative.

- II. Assuming, arguendo, a duty on the part of Defendant, is there any evidence in the record that the duty was breached, or that the breach was a substantial factor in producing the Plaintiff's harm?

Answer: Negative.

#### ARGUMENT

- I. Did Defendant have a duty to the Plaintiff arising out of his status as landlord with respect to the premises which was entirely leased to Plaintiff, who

occupied the premises to the exclusion of Defendant?

There is no dispute, because the Plaintiff has admitted in her Reply to New Matter, Paragraph 20 that at all times relevant to her Complaint, she was the tenant-in-possession of the premises where the accident allegedly occurred, pursuant to the written lease, a copy of which was attached to the Answer and New Matter. Thus, at the outset, the question becomes whether Defendant owed a duty to the Plaintiff. For many years, the answer to that question was an unequivocal "No". See, for example, 1 Pennsylvania Legal Encyclopedia, Landlord and Tenant, Section 252, which states "A landlord is not ordinarily liable for damages resulting to a tenant by reason of the premises being out of repair". See also Harris v. Lewistown Trust Company, 191 A.34, (Pa., 1937). However, in Reitmeyer v. Sprecher, 243 A.2d 395, (Pa., 1968), the Pennsylvania Supreme Court adopted Restatement 2d, Torts, Section 357, which states that:

A lessor of land is subject to liability for physical harm caused to his lessee... by a condition of disrepair existing before or arising after the lessee has taken possession if (a) the lessor, as such, has contracted by a covenant in the lease or otherwise to keep the land in repair, and (b) the disrepair creates an unreasonable risk to persons upon the land which the performance of the lessor's agreement would have prevented and (c) the lessor fails to exercise reasonable care to perform his contract.

In the absence of proof that Defendant herein "contracted by a covenant in the lease or otherwise to keep the land in repair", the general rule precluding liability of a lessor to his lessee set forth in Restatement 2d, Torts, Section 355 and Section 356 continues to apply in Pennsylvania.

The Plaintiff herself has positively eliminated any possibility that the condition of the sidewalk, alleged to have been “defective”, was the subject of any promise to repair by Defendant. In fact, in her deposition, she admitted that she never even brought to Defendant’s attention the allegedly defective condition of the sidewalk outside the backdoor. (Deposition, Page 28-30). Furthermore, she testified that from the first time she was on the premises before signing the Lease through the date of her accident, there was no substantial change whatsoever in the condition of the subject sidewalk. (Deposition, Page 18-19). Plaintiff further testified that, from the day she moved in the premises on November 15, 2002, she used the back door as her “main entrance”, passing through that doorway “a dozen” times everyday. (Deposition, Page 15-16). Accordingly, the gravamen of the Plaintiff’s cause of action is found in her contention that, because it was too dark to see where she was going, she stepped into some “defect” in the sidewalk outside the back door and fell. (Whether that contention is sustainable is addressed in the next section of this Brief.)

In order for the Plaintiff to then make out a prima facie case against Defendant, she must establish that Defendant undertook, either by covenant in the lease, or in some other fashion, to repair the (allegedly) defective exterior light. To begin with, reference must be made to the Plaintiff’s own testimony in this regard, where she stated as follows:

Q. Okay. When you moved in 1<sup>st</sup> of November of 2002, did that light fixture work?

A. No.

Q. It didn’t. What was wrong with it?

A. The end of the light bulb itself, the metal part, was busted up in there, up in the fixture.

Q. So it would have to be taken out and then a new bulb put in?

A. Yes.

Q. Did that ever happen from the day you moved (in) until the day - - -?

A. *No, I asked Mr. English about having it fixed. And I never heard any more about it.*

Q. Okay. So let's see if I understand this. The first day that you moved in, you observed that the light didn't work because the glass part of the bulb apparently was missing, but the metal part was still in the socket?

A. Yes.

Q. Okay. You mentioned that to Mr English.

A. Yes.

Q When?

A. *I don't know. I don't remember.* (Deposition, Page 20-22).

The significance of the above-quoted testimony from the Plaintiff is obvious. It eliminates the possibility that there was any type of "contractual" undertaking by Defendant to "fix" the light fixture. The question of whether a broken lightbulb in the fixture is such a condition that would require "repair" is contested by the deposition testimony of Defendant, in which he specifically stated that, in response to a statement by Plaintiff's boyfriend, Christopher Cox, that the lightbulb was "busted", he replied that he did not feel it was his responsibility to replace broken light bulbs, and he told Mr. Cox to replace the bulb himself. (Deposition, Page 19-20).

In Reitmeyer, supra, there was an unequivocal allegation in the complaint that the Plaintiff/tenant had requested at the time the lease was signed, and Defendant/landlord verbally agreed to repair certain broken back porch flooring and stairs. In light of the alleged request and verbal promise, the court concluded that it was improper to have granted Defendant's demurrer raised in Preliminary Objections in the face of the allegation that "as an inducement to the execution of the instant lease for premises which were obviously in a defective condition, the landlord promised the tenant to remedy this defective condition and, in reliance upon that promise a lease was negotiated." 243A.2d at 398. In the case at bar, there is no evidence in the record that the Defendant ever agreed to make any "repairs" to the allegedly defective exterior light.

In a later case, Kelly v. Ickes, 629A.2d 1002, (Pa. Super., 1993), additional discussion of the exception to the general rule establishing non-liability of a landlord for injuries to a tenant was undertaken. In that case, there was again specific testimony in the record under review establishing that the Plaintiff/tenant asked the Defendant/landlord to repair or install a railing alongside some interior stairs, and the landlord not only failed to do so, but made verbal inducements to Plaintiff to refrain from accomplishing the repairs herself by promising to do them, then failing to do so, as a result of which Plaintiff's minor child fell and was injured. The court held that it was not necessary that the Defendant's promise to repair be made as an "inducement" prior to signing the lease, and that a subsequent promise to repair was sufficient. In so holding, the court cited approvingly Restatement 2d, Torts, Section 323, which states:

One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of the other's person or things,



is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking, if (a) his failure to exercise such care increases the risk of such harm, or (b) the harm is suffered because of the other's reliance upon the undertaking.

Once again, it becomes clear that the sine qua non of liability is that Defendant agree to render a service, or actually undertake to render a service to the Plaintiff. The record in the case under review contains nothing like that, and to the contrary, establishes at most that the Plaintiff told Defendant that the exterior light fixture required a new bulb, but there is no evidence that Defendant ever agreed to replace the bulb. Plaintiff also testified in her deposition that, shortly after moving in, an individual (apparently Mr. Hite) was present at the premises, as part of the Defendant's promised replacement of kitchen cabinets, whom Plaintiff knew to be doing "some electrical work" for Defendant. However, the following testimony is enlightening:

Q. Okay. Now, there was testimony here from Ed about a guy named Hite. Did you ever meet any Hite that you know of?

A. I don't - - I know there was a guy there that did some electrical work for him, but I don't know what his name was.

Q. Did you ever - - while he was there, were you there, this guy?

A. Yeah.

Q. Okay. Did you ever say, "Hey, you know, since you are doing electrical work, how about taking care of that bulb outside?"

A. No. (Deposition, Page 25).

It is therefore submitted that the exception to the general rule of non-liability established by Restatement 2d, Torts, Section 357 and case law following it, does not apply to the instant matter. There is no proof in this record that Defendant ever agreed, either before or after the execution of the lease granting Plaintiff sole possession of the premises, at any time prior to her accident, whether for consideration or gratuitously, to make any repair (i.e., replace a lightbulb) to the allegedly defective exterior light, nor to make any repairs to the allegedly defective sidewalk outside the back door. Thus, since the Plaintiff has failed to make out a prima facie case of liability, Summary Judgment is appropriately to be rendered and the Complaint dismissed.

II. Assuming, arguendo, a duty on the part of Defendant, is there any evidence in the record that a duty was breached, or that the breach was a substantial factor in producing the Plaintiff's harm?

It is axiomatic that merely because an accident occurs, liability does not necessarily follow. There must be proof of negligence on the part of the Defendant, as well as proof that the negligence was a substantial factor in producing the Plaintiff's harm. By her own admission, the Plaintiff went in and out the back door, using the allegedly "defective" sidewalk thousands of times without incident prior to the date of the accident, and the condition of the sidewalk remained constant throughout that period. On the day prior to the accident, the Plaintiff actually left the premises sometime prior to 2:30 p.m., because she was scheduled to begin work at that time. She admitted that when she did leave for work the day before, it was daylight. (Deposition, Page 23). Ordinarily, she would have

returned following completion of her workday sometime after 11:00 p.m., at which time it would normally be dark. As to how the Plaintiff managed to avoid falling prior to the date of accident under the circumstances with no light, one can only presume that it was because she used a flashlight, which she testified she would frequently do, unless her boyfriend Mr. Cox would leave the headlights on the car "on", until she entered the door. (Deposition, Page 24). However, on this particular occasion, the Plaintiff was not scheduled to work, and instead, went to her mother's house. At the time she left the subject premises it was "still light out", and she remained at her mother's house until 6:00 a.m. the following morning, the day of the accident, arriving home 20 minutes later. (Deposition, Page 33-34). Attached as "Exhibit E" to Defendant's Motion for Summary Judgment is an expert report from Compu-Weather, dated May 10, 2005, which establishes that the period of "civil twilight" during which there is sufficient natural light to engage in outdoor activity, began at 6:15 a.m. on the date of the accident. Accordingly, by the Plaintiff's own testimony concerning the time her accident occurred, it was clearly not "dark" outside, but sufficiently light for her to have seen and avoided any "defects" in the sidewalk.

Furthermore, because she insisted that it was so dark she could not see where she was walking, Plaintiff admitted that, other than feeling a sensation of "a little bit of a hole, my foot going in it and twisting and then I fell...", she did not know if her foot had slipped off the edge of the sidewalk on the other side of the alleged "hole", nor could she state that she did not "twist" her ankle when she stepped on a decorative frog plate outside the door, which belonged to the Plaintiff and which she had placed in that location. (Deposition, Page 40-42).

Obviously, there is no direct testimony from anyone that the alleged "defect" in the

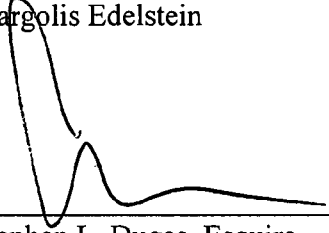
sidewalk caused the Plaintiff to fall, and Plaintiff is relying purely on circumstantial evidence. It has been held uniformly that when a party that has the burden of proof relies upon circumstantial evidence and inferences reasonably deductible therefrom, the evidence must be adequate to establish the conclusions sought, and so preponderate in favor of that conclusion as to outweigh any other evidence or reasonable inferences which are inconsistent therewith. Farnese v. SEPTA, 487 A.2d.887 (Pa. Super, 1985). The case at bar is similar to Roland v. Kravco, 513 A.2d.1029 (Pa. Super, 1986), where the Plaintiff contended that she slipped on an icy spot in Defendant's parking lot, but admitted that she did not see any ice but merely "figured it must have been", concluding that since she slipped, it must have been ice that she did not see that caused her to do so. Superior Court affirmed Summary Judgment in Defendant's favor in that case.

This is precisely what the evidence of record in the instant case demands, because the Plaintiff, building her case purely on circumstantial evidence, admittedly could not rule out that she twisted her ankle when she simply stepped on the edge of the sidewalk, nor did she eliminate stepping on the decorative plate she herself had placed in front of the door.

Therefore, whether it is based on the existence of sufficient light, accepting the Plaintiff's testimony as to the time of her accident and the indisputable beginning of "civil twilight" prior to that time, or because the Plaintiff simply cannot eliminate non-negligent causes for her fall, she cannot make out a prima facie case of negligence regardless of whether the court concludes that there was a duty on the part of the Defendant to begin with.

WHEREFORE, Defendant requests that Summary Judgment be entered in his favor,  
and against the Plaintiff, and her Complaint be dismissed, with prejudice.

Margolis Edelstein

By:   
Stephen L. Dugas, Esquire  
PA.I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 695-5064

**Proof of Service**

I, Stephen L. Dugas, Esquire, hereby certify that a true and correct copy of the foregoing Brief in Support of Motion for Summary Judgment was served this 12<sup>th</sup> day of May, 2006, by United States Mail, postage prepaid, and addressed to the following:

Theron G. Noble, Esquire  
301 East Pine Street  
Clearfield, PA 16830

Margolis Edelstein

By: 

Stephen L. Dugas, Esquire  
PA.I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 695-5064