



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

JOEL R. BARROWS  
Plaintiff

v.

ROGER L. PICKETT  
Defendant

: NO. 2006-637-CD

: Type of Pleading:  
: CIVIL COMPLAINT

: Filed on behalf of: Plaintiff

: Counsel of record for this party:

: GARY A. KNARESBORO, ESQUIRE  
: Supreme Court I.D. No. 52097  
: 33 Beaver Drive, Suite 2  
: DuBois, PA 15801  
: Phone: (814) 375-2311  
: Fax: (814) 375-2314

FILED  
APR 24 2006  
0/11:45/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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JOEL R. BARROWS

Plaintiff

v.

ROGER L. PICKETT

Defendant

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**NOTICE TO DEFEND AND CLAIM RIGHTS**

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

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

Court Administrator's Office  
Clearfield County Courthouse  
230 East Market Street  
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(814) 765-2641, Ext. 5982

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JOEL R. BARROWS  
Plaintiff

v.

ROGER L. PICKETT  
Defendant

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**COMPLAINT**

AND NOW, comes the Plaintiff, Joel R. Barrows, by and through his attorney Gary A. Knaresboro, Esquire, and sets forth the following:

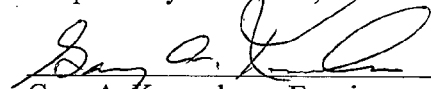
1. The Plaintiff is Joel R. Barrows, an adult individual, residing at 207 Pruner Street, Osceola Mills, PA 16666.
2. The Defendant is Roger L. Pickett, an adult individual, residing at 1446 Old Turnpike Road, Allport, PA 16821.
3. On May 1, 2003, Roger L. Pickett leased the premises at 111 Curtin Street, Osceola Mills, PA 16666. A copy of which is attached hereto as Exhibit "A".
4. The lease provided for a monthly rental of \$275.00 due on the first of each month and a damage deposit in the amount of \$275.00.
5. The Defendant entered into possession of the leased premises on May 1, 2003.
6. After December 2004, the Defendant ceased to pay rent. The amount of rent in arrears is \$1,100.00, plus \$100.00 late fees.
7. On May 1, 2005, the Plaintiff informed the Defendant that he took possession of the premises.

8. At or prior to the time when the Defendant vacated the premises and otherwise breached the lease by failing to surrender the leased premises in substantially the same condition in which they were leased to the Defendant in that there was extensive water damage, filthy conditions resulting from garbage, damage to ceilings, paneling, carpeting, plywood, floor joints, stove, refrigerator, and furnace, mold throughout the premises, damage to the furnace by removing the blower and blower motor and wiring a fan into the furnace.
9. The fair and reasonable cost of repairing and replacing all damage described above is \$17,100.00 as shown more particularly by estimates attached hereto collectively as Exhibit "B".
10. The Plaintiff applied the Defendant's damage security in the amount of \$275.00 in partial satisfaction of the repairs, and back rent and late fees, totaling \$18,300.00, leaving a balance due to the Plaintiff in the amount of \$18,025.00
11. The Plaintiff gave written notice to the Defendant within 30 days pursuant to 68 Pa. C.S.A. Section 250.512.

WHEREFORE, the Plaintiff demands judgment against the Defendant as follows:

- (1) In the amount of \$1,100.00 for back rent and \$100.00 late fees.
- (2) In the amount of \$17,100.00 for repairs.
- (3) Reasonable Attorney fees; and,
- (4) Legal Interest.

Respectfully Submitted,

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire

COMMONWEALTH OF PENNSYLVANIA

:

: ss.

COUNTY OF CLEARFIELD

:

On this, the 24<sup>th</sup> day of April, 2006, before me the undersigned officer, personally appeared Joel R. Barrows, who after being duly sworn according to law, verifies the truthfulness of the averments of fact set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
Joel R. Barrows

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

  
Notary Public

My Commission Expires:

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1<sup>ST</sup> day of MAY, 2003, by and between Joel Barrows, whose address is 207 Pruner Street, Osceola Mills, PA 16666 (hereinafter referred to as "Lessor") and ROGER L. PICKETT (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor is the fee owner of certain real property being, lying and situate in Clearfield County, Pennsylvania, such real property having a street address of 111 Curtin Street, Osceola Mills, PA 16666.

**WHEREAS**, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

**WHEREAS**, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of 1 year, such term beginning on MAY 1, 2003, and ending at 12 o'clock midnight on APRIL 30, 2004.
2. **RENT.** The total rent for the term hereof is the sum of Two Hundred Seventy Five DOLLARS (\$275.00) payable on the 1st day of each month of the term.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of Two Hundred Seventy Five DOLLARS (\$275.00) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Deposit will also be used for fuel oil and or propane gas used by Lessee which is not replaced.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (c) Not obstruct or cover the windows or doors; other than blinds/curtains
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
  - (g) Keep all air conditioning filters clean and free from dirt; NOT APPLICABLE
  - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
  - (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.



15. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions. When month to month lease is in effect lessor has the right to modify rental amount of lessee. Lessor will provide Lessee with 30 day notice prior to rental increase/decrease.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Lessee shall be entitled to keep no more than one (1) domestic dogs, however, at such time as Lessee shall actually keep any such animal on the Premises. Lessee shall pay to Lessor a pet deposit of Not required Security deposit will cover damage of pets if needed.
18. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement. If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within thirty (30) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty Five DOLLARS (\$25.00).
22. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Pennsylvania.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

As to Lessor this 15<sup>th</sup> day of MAY, 20 03.

Witnesses:

"Lessor"

Joel C. Linn  
Joel C. Linn

As to Lessee, this 1<sup>ST</sup> day of MAY, 20 03.

Witnesses:

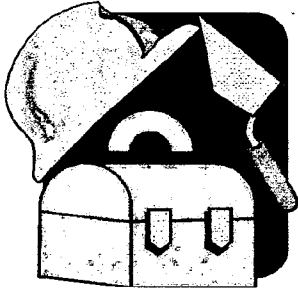
"Lessee"

Roger L. Pickett

ROGER L. PICKETT

# Proposal

We Stand behind are work



**B & C Contracting & Electrical**  
307 Boyer avenue  
Clearfield , PA 16830  
(814) 765-7197 Fax (814)765-7197  
Owner: Shawn MCcracken

**Joe Barrows**  
Osceola Mills  
339-6705

We propose to furnish all labor and material necessary to complete the following:  
We will be taking all the existing paneling off the walls and any debris on the walls and ceilings. Once that is completed we will rewire the entire building up to code and install a new 100amp service. All light fixtures are not included. Once that is completed we will then run all new pvc water lines and sewage lines. We will remove the stairway to the back wall and put the bathroom in the corner. The bathroom will have all basic tub/shower combo with a 24" vanity with a medicine cabinet and light bar. The 2nd floor will need to be resheathed with 5/8 osb. There will need to be some trusses replaced also. We will then hang 1/2 drywall on the ceilings and walls. The drywall will have a flat finish with textured ceilings. There will be all new doors installed.

The furnace will cost \$~~2900.00~~ *not included in Price below*

The roof will have a 4/12 pitch to it with 30 year architectural shingles. The gable ends will be sided and the soffit and fascia will be the same color to match the siding.

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: \$ 24,600.00

Payments to be made as follows:


1st Payment upon day of start \$ 12,300.00

2nd Payment upon day of completion \$ 12,300.00

**\*Home owner is responsible for all permits and inspections\***

**Acceptance of proposal** --The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Contractor's signature: Shawn McCracken

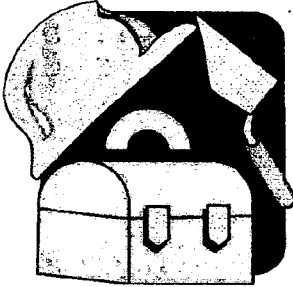
 Date *1/10/06*

Owner's signature:

Date:

# Proposal

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307 Boyer avenue  
Clearfield , PA 16830  
( 814) 765-7197 Fax (814)765-7197  
Owner: Shawn MCcracken

**Joe Barrows**  
Osceola Mills  
339-6705

We propose to furnish all labor and material necessary to complete the following:  
Do to the water leaking from the roof for a long period of time caused the following damage to the property of Joe Barrows. There will need to be new sheeting installed on the 2nd floor  
The furnace will need to be replace from the water running down the duct work  
The paneling on all the walls will need replaced from the water running down the walls  
The insulation on the entire building will need to be replaced because of it getting wet and growing mold.  
All the ceilings on the first and 2nd floor will need replaced also

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: \$ 14,200.00

Payments to be made as follows:

1st Payment upon day of start \$ 7,100.00  
2nd Payment upon day of completion \$ 7,100.00

**\*Home owner is responsible for all permits and inspections\***

**Acceptance of proposal** —The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Contractor's signature: Shawn Mccracken

A handwritten signature of Shawn Mccracken, written in black ink.

Date: 1/08/06

Owner's signature:

Date:

*Gary A. Finesboro, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311

FAX (814) 375-2314

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

Service # 1 of 1 Services

Sheriff Docket # **101472**

JOEL R. BARROWS

Case # 06-637-CD

vs

ROGER L. PICKETT

TYPE OF SERVICE COMPLAINT

**FILED**  
0/11:40/61  
APR 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts

## SHERIFF RETURNS

NOW April 25, 2006 RETURNED THE WITHIN COMPLAINT "NOT SERVED" AS TO ROGER L. PICKETT, DEFENDANT. DO NOT SERVE AT DIRECTION OF ATTORNEY

SERVED BY: /


## Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BARROWS	2188	10.00
SHERIFF HAWKINS	BARROWS	2188	9.00

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
Chester A. Hawkins  
Sheriff

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: Supreme Court I.D. No. 52097  
: 33 Beaver Drive, Suite 2  
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: Phone: (814) 375-2311  
: Fax: (814) 375-2314

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

APR 24 2006

Attest.

*William D. R...*  
Prothonotary/  
Clerk of Courts

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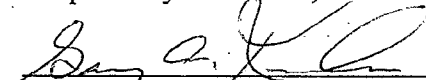
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- (1) In the amount of \$1,100.00 for back rent and \$100.00 late fees.
- (2) In the amount of \$17,100.00 for repairs.
- (3) Reasonable Attorney fees; and,
- (4) Legal Interest.

Respectfully Submitted,

  
Gary A. Knaresboro, Esquire

COMMONWEALTH OF PENNSYLVANIA

:

: ss.

COUNTY OF CLEARFIELD

:

On this, the 24<sup>th</sup> day of April, 2006, before me the undersigned officer, personally appeared Joel R. Barrows, who after being duly sworn according to law, verifies the truthfulness of the averments of fact set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Joel R. Barrows

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



Notary Public

My Commission Expires:

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1<sup>ST</sup> day of MAY, 2003, by and between Joel Barrows, whose address is 207 Pruner Street, Osceola Mills, PA 16666 (hereinafter referred to as "Lessor") and ROGER L. PICKETT (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor is the fee owner of certain real property being, lying and situate in Clearfield County, Pennsylvania, such real property having a street address of 111 Curtin Street, Osceola Mills, PA 16666.

**WHEREAS**, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

**WHEREAS**, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of 1 year, such term beginning on MAY 1, 2003, and ending at 12 o'clock midnight on APRIL 30, 2004.
2. **RENT.** The total rent for the term hereof is the sum of Two Hundred Seventy Five DOLLARS (\$275.00) payable on the 1st day of each month of the term.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of Two Hundred Seventy Five DOLLARS (\$275.00) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement. Deposit will also be used for fuel oil and or propane gas used by Lessee which is not replaced.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's immediate family, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.
11. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (c) Not obstruct or cover the windows or doors; other than blinds/curtains
  - (d) Not leave windows or doors in an open position during any inclement weather;
  - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
  - (g) Keep all air conditioning filters clean and free from dirt; **NOT APPLICABLE**
  - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
  - (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
13. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
14. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions. When month to month lease is in effect lessor has the right to modify rental amount of lessee. Lessor will provide Lessee with 30 day notice prior to rental increase/decrease.
16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
17. **ANIMALS.** Lessee shall be entitled to keep no more than one (1) domestic dogs, however, at such time as Lessee shall actually keep any such animal on the Premises. Lessee shall pay to Lessor a pet deposit of Not required Security deposit will cover damage of pets if needed.
18. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
19. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
20. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement. If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.
21. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within thirty (30) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Twenty Five DOLLARS (\$25.00).
22. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Pennsylvania.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

As to Lessor this 1st day of May, 20 03.

Witnesses:

"Lessor"

Joel R. Harrison  
Joel R. Harrison

As to Lessee, this 1st day of MAY, 20 03.

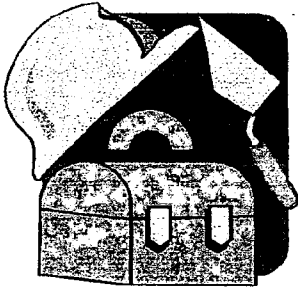
Witnesses:

"Lessee"

Roger L. Pickett  
ROGER L. PICKETT

# Proposal

We Stand behind are work



**B & C Contracting & Electrical**  
**307 Boyer avenue**  
**Clearfield , PA 16830**  
**( 814) 765-7197 Fax (814)765-7197**  
Owner: Shawn McCracken

**Joe Barrows**  
**Osceola Mills**  
**339-6705**

We propose to furnish all labor and material necessary to complete the following:

We will be taking all the existing paneling off the walls and any debris on the walls and ceilings. Once that is completed we will rewire the entire building up to code and install a new 100amp service. All light fixtures are not included. Once that is completed we will then run all new pvc water lines and sewage lines. We will remove the stairway to the back wall and put the bathroom in the corner. The bathroom will have all basic tub/shower combo with a 24" vanity with a medicine cabinet and light bar. The 2nd floor will need to be resheathed with 5/8 osb. There will need to be some trusses replaced also. We will then hang 1/2 drywall on the ceilings and walls. The drywall will have a flat finish with textured ceilings. There will be all new doors installed.

The furnace will cost \$~~2900.00~~ *not included in Price below*

The roof will have a 4/12 pitch to it with 30 year architectural shingles. The gable ends will be sided and the soffit and fascia will be the same color to match the siding.

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: \$ 24,600.00

Payments to be made as follows:

1st Payment upon day of start \$ 12,300.00

2nd Payment upon day of completion \$ 12,300.00

**\*Home owner is responsible for all permits and inspections\***

**Acceptance of proposal** --The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Contractor's signature: Shawn McCracken

A handwritten signature in black ink, appearing to be 'Shawn McCracken', written over a horizontal line.

Date

*1/08/06*

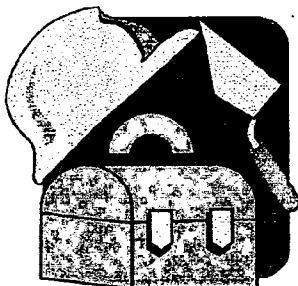
Owner's signature:

Date:



# Proposal

We Stand behind are work



**B & C Contracting & Electrical**  
**307 Boyer avenue**  
**Clearfield , PA 16830**  
**( 814) 765-7197 Fax (814)765-7197**  
Owner: Shawn MCcracken

**Joe Barrows**  
**Osceola Mills**  
**339-6705**

We propose to furnish all labor and material necessary to complete the following:

Do to the water leaking from the roof for a long period of time caused the following damage to the property of Joe Barrows. There will need to be new sheeting installed on the 2nd floor

The furnace will need to be replace from the water running down the duct work

The paneling on all the walls will need replaced from the water running down the walls

The insulation on the entire building will need to be replaced because of it getting wet and growing mold.

All the ceilings on the first and 2nd floor will need replaced also

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: \$ 14,200.00

Payments to be made as follows:

1st Payment upon day of start \$ 7,100.00

2nd Payment upon day of completion \$ 7,100.00

**\*Home owner is responsible for all permits and inspections\***

**Acceptance of proposal** --The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Contractor's signature: Shawn Mccracken

A handwritten signature in black ink, appearing to be 'Shawn Mccracken', written over a horizontal line.

Date

7/08/06

Owner's signature:

Date:

**FILED**

**APR 25 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS,	)	NO. 2006-637 C.D.
	)	
Plaintiff,	)	Type of Case: CIVIL ACTION
	)	
vs.	)	Type of Pleading: DEFENDANT'S ANSWER TO
	)	PLAINTIFF'S COMPLAINT, NEW MATTER &
ROGER L. PICKETT,	)	COUNTERCLAIM
	)	
Defendant.	)	Filed on Behalf of:
	)	Defendant
	)	
	)	Counsel of Record:
	)	BENJAMIN S. BLAKLEY, III, ESQ.
	)	Supreme Court no. 26331
	)	
	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	Du Bois, Pa 15801
	)	(814) 371-2730
	)	

**FILED**  
m/j 11/13/06  
MAY 23 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS,	)	NO. 2006-637-C.D.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
ROGER L. PICKETT,	)	
	)	
Defendant.	)	

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint is 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick,  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

JOEL R. BARROWS,	) NO. 2006-637-C.D.
	)
Plaintiff,	)
	)
vs.	)
	)
ROGER L. PICKETT,	)
	)
Defendant.	)

**DEFENDANT'S ANSWER TO  
PLAINTIFF'S COMPLAINT, NEW MATTER & COUNTERCLAIM**

AND NOW, comes Defendant, **ROGER L. PICKETT**, by and through his attorneys, **BLAKLEY & JONES**, and files the following Answer & New Matter to Plaintiff's Complaint, and in support thereof, the following is averred:

**ANSWER**

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. It is admitted that after December, 2004, the Defendant ceased to pay rent to the Plaintiff; however, it is further averred that the subject residence became severely flooded in September of 2004, causing the furnace in the subject premises to be rendered inoperable and damaging or destroying the personal property of the Defendant, thereby rendering the subject

premises untenable and thereby terminating the lease agreement pursuant to Paragraph 12 of the parties' May 1, 2003, lease agreement.

7. Admitted; however, it is further averred that Defendant had not resided in the subject property since September 20, 2004, due to the property being rendered wholly untenable by flooding occurring in September of 2004.

8. It is admitted that, at the time the Defendant vacated the premises, the subject property had been rendered wholly untenable due to the flooding occurring at the premises on or about September 18, 2004, a condition which was reported to the Plaintiff by the Defendant and which was left unrepaired by the Plaintiff. It is denied that the Defendant, in any manner, breached the lease, and on the contrary, it is averred that the lease was terminated due to the flooding of the premises pursuant to Paragraph 12 of the parties' lease agreement.

9. After reasonable investigation, Defendant is unable to determine the truth or falsity of the allegations contained within Paragraph 9 of the Plaintiff's Complaint and, therefore, denies the same and demands strict proof thereof at trial. To the extent that an answer is required, any costs incurred by the Plaintiff as the result of repairing or replacing any damage within the subject premises was caused by flooding occurring in September of 2004, a fact that was well known to the Plaintiff and which was caused in no manner by any actions of the Defendant.

10. Requires no answer. However, to the extent an answer is required, it is denied that the Defendant, in any manner, owes a balance due to the Plaintiff for any damages,

repairs or back rent as the result of the termination of the lease agreement pursuant to the terms of Paragraph 12 of the said lease agreement.

11. Requires no answer. However, the lease had terminated as the result of the premises being left untenable due to the flooding of September, 2004, pursuant to Paragraph 12 of the parties' lease agreement.

WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss Plaintiff's Complaint.

**NEW MATTER**

12. Defendant incorporates by reference the allegations contained in Paragraphs 1 through 11 of Plaintiff's Complaint and his answers thereto as if the same were if fully set forth herein.

13. On or about September 18, 2004, a severe rainstorm caused flooding in a small creek running near the premises being leased by the Defendant by the Plaintiff, causing flooding in the subject premises.

14. As the result of the flooding which occurred on or about September 18, 2004, the oil furnace, fan motor, fan and hot water heater located in the basement of the demised premises became covered with approximately three feet of water, rendering the furnace and hot water heater unuseable, a fact that was made known to the Plaintiff by the Defendant.

15. At the time the Defendant advised the Plaintiff of the damage to the demised premises, the Plaintiff advised the Defendant to attempt to find a suitable repair person to repair the furnace and hot water heater.

16. The repair person located by the Defendant advised the Defendant that, because of the age of the furnace, the furnace could not be repaired, but a replacement fan was installed in order to provide temporary service for the furnace to provide heating during the fall of 2004.

17. The wired-in fan did not provide sufficient heat to the subject premises, and as such, the Defendant could not move back to the subject premises.

18. As the result of the inclement weather during the fall of 2004, a leak developed in the roof of the subject premises during the first week of November, 2004, a condition immediately made known to the Plaintiff by the Defendant, and which went unrepaired by the Plaintiff.

19. Paragraph 12 of the parties' lease agreement of May 1, 2003, provides as follows:

In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be



rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

20. As the result of the flooding in September of 2004 of the premises, the subject premises were rendered wholly untenable, and under the terms of the parties' lease, the lease terminated, thereby relieving the Defendant of any further obligation to the Plaintiff for rents.

21. Because of the untenability of the subject premises, Defendant was forced out of the subject premises on or about September 20, 2004, and was required to take up residence at the Mainliner Motel in Phillipsburg, Pennsylvania.

22. Defendant continued to pay rent to the Plaintiff for the months of October, November and December, 2004, pursuant to the lease agreement, at the rate of \$275.00 per month.

### **COUNTERCLAIM**

23. Defendants incorporates by reference the allegations contained in Paragraphs 1 through 11 of Plaintiff's Complaint and his answers thereto and Paragraphs 12 through 22 of Defendants' New Matter as if the same were fully set forth herein.

24. Because of flooding occurring on or after September 18, 2004, at the demised premises, the demised premises was rendered untenable, thereby forcing the Defendant to seek residence at the Mainliner Motel in Phillipsburg, Pennsylvania, commencing on September 20, 2004.

25. Defendant continued to pay rent to the Plaintiff during the months of October, November and December, 2004, at the rate of \$275.00 per month, for a total of \$825.00.

26. Defendant had paid to the Plaintiff \$275.00 rental for the month of September, 2004.

27. Defendant had also paid to the Plaintiff a \$275.00 deposit at the commencement of the lease.

28. Paragraph 12 of the parties' lease agreement of May 1, 2003, provided that, where the subject premises are rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee or if a portion of the premises is rendered untenable, the lease would terminate or the Lessor could declare the lease terminated.

29. Because of the damages caused to the subject premises by the flood of September, 2004, the demised premises became untenable, and under the terms of the parties' lease, the said lease terminated.

30. Pursuant to Paragraph 12 of the parties' lease agreement of May 1, 2003, Defendant was obligated to pay rental up until the date that the demised premises were rendered untenable, with the Plaintiff required to refund rentals collected beyond such date.

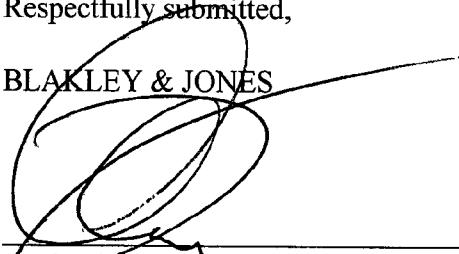
31. Under the terms of said lease, as the property was rendered untenable on September 20, 2004, that being the date that the Defendant was required to remove himself from the demised premises, the Plaintiff owes to the Defendant the sum of \$1,191.66, representing prorated rent for the month of September, 2004, rents paid for the months of October, November and December, 2004, and Defendant's \$275.00 deposit.

32. Defendant continued to pay for utilities on the demised premises through December 15, 2005, in the amount of \$361.82. Copies of the billings of Nittany Oil Company and Penelec are attached hereto and marked Defense Exhibits A and B, respectively.

WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff in the amount of \$1,553.48, plus interest and costs of suit.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III  
Attorney for Plaintiff

**VERIFICATION**

I verify that the statements made in this Defendant's Answer to Plaintiff's Complaint, New Matter & Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

DATE: 5-18-06

Roger L. Pickett  
ROGER L. PICKETT

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Defendant's Answer to Plaintiff's Complaint, New Matter & counterclaim in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 22<sup>nd</sup> day of May, 2006:

Gary A. Knaresboro, Esquire  
33 Beaver Drive Ste 2  
DuBois PA 15801



Benjamin S. Blakley, III

**FILED**

**MAY 23 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS,  
Plaintiff,

vs.

ROGER L. PICKETT,  
Defendant

: NO. 2006-637-C.D  
:  
: Type of Pleading: Plaintiff's Answer to  
: Defendant's New Matter  
: Counterclaim

: Filed on Behalf of:  
: Plaintiff

: Counsel of record for this party:  
: GARY A. KNARESBORO, ESQUIRE  
: Supreme Court I.D. No. 52097  
: 33 Beaver Drive, Suite 2  
: DuBois, PA 15801  
: Phone: (814) 375-2311  
: Fax: (814) 375-2314

FILED

9/11/40 cm

AUG 15 2006

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KnareSBoro

William A. Shaw  
Prothonotary

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

JOEL R. BARROWS,	: NO. 2006-637-C.D
Plaintiff,	:
	:
vs.	:
	:
ROGER L. PICKETT,	:
Defendant	:

**PLAINTIFF'S ANSWER TO  
DEFENDANT'S NEW MATTER AND COUNTERCLAIM**

AND NOW comes the Plaintiff, Joel R. Barrows, by and through his attorney, Gary A. Knaresboro, Esq., and files the following answer to the Defendant's new matter and counterclaim.

12. No Answer is Required.

13. Denied. On or about September or October, 2004, the Plaintiff and the Defendant spoke during a chance encounter, where the Plaintiff asked the Defendant if everything was alright with the rental unit because there was a lot of rain in a short period of time. The Defendant informed the Plaintiff that there were no problems. The Defendant did not report any damage at any time.

14. Denied. At the time set forth above, Paragraph 13, the Defendant inquired about getting a new electric hot water heater, even though the hot water heater was producing hot water, the Defendant did not feel that it produced enough. The Plaintiff informed the Defendant that if the Defendant wanted the Plaintiff to get an estimate on the work, he would consider having it done. The Defendant did not advise the Plaintiff that any appliance was unusable.

15. Denied. The Defendant provided no notice that the furnace or hot water tank was inoperable. The Plaintiff did not advise the Defendant to find a suitable repair person.



16. Neither Admitted nor Denied. The Plaintiff did not have any discussion with the Defendant concerning the Defendant finding a repair person. No water damage was reported by the Defendant. No receipt was ever provided to the Plaintiff from a certified furnace repairperson for any work that was done. Instead, the Defendant wired a household box fan into the furnace.

17. Admitted. It is believed the Defendant wired the box fan to the furnace and placed it in an area where the air filter of the furnace would be. It is not believed that a certified furnace repairperson would have matched a box fan to a furnace.

18. Denied. The Defendant reported neither a leak nor damage at any time.

19. Admitted.

20. Denied. The Defendant never informed the Plaintiff of any property damage, thus not permitting the Plaintiff to repair any damage.

21. Denied. The Defendant continued to pay rent and occupy the premises through December 2004. If the Defendant was residing at any other premises, the Plaintiff was unaware.

22. Admitted.

23. No Answer Required.

24. Denied. The Defendant did not inform the Plaintiff of flooding, nor was there evidence of flooding. The Defendant continued to pay rent, leading the Plaintiff to believe that there was no damage to the rental unit and that the Defendant continued to reside in the rental unit.

25. Admitted.

26. Admitted.

27. Admitted.

28. Denied. The premises were not rendered wholly untenable by casualty, not caused by the negligence of the Defendant.

29. Denied. There was a clog in the drain between the first and second floor of the building, which caused the water to backup onto the roof approximately 12 inches, the water then made its way into the building. Flooding did not occur, there was not a visible waterline in the basement as would be evidenced from flooding. There was clearly an unreported leak in the roof, which the Defendant was aware of as evidenced by the garbage cans and buckets in the rental unit that were used to collect dripping water from the roof.

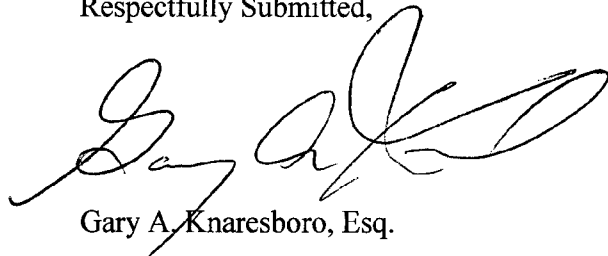
30. Admitted in Part, Denied in Part. The Defendant did not report any damage, the Plaintiff did not have an opportunity to repair.

31. Denied.

32. No Answer Required. The Defendant is responsible for paying all utility services.

WHEREFORE the Plaintiff respectfully requests that this Honorable Court dismiss the Defendant's New Matter and Counterclaim.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gary A. Knaresboro', is written over the typed name. The signature is fluid and cursive.

Gary A. Knaresboro, Esq.

VERIFICATION

I verify that the statements made in this Plaintiff's Answer to Defendant's New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. SECTION 4904, relating to unsworn falsification to authorities.

DATE: 07-26-06

  
\_\_\_\_\_  
Joel R. Barrows

*Gary A. Thoresboro, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311

FAX (814) 375-2314

FILED

AUG 15 2006

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JOEL R. BARROWS

Plaintiff

v.

ROGER L. PICKETT

Defendant

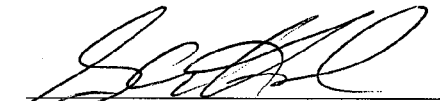
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: NO. 2006-637-C.D.  
:  
:  
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CERTIFICATE OF SERVICE

I hereby certify that I am this date, May 25, 2007 serving a copy of the foregoing documents upon the persons and in the manner indicated below.

service by first class mail

Benjamin S. Blakely, Esquire  
90 Beaver Drive  
DuBois, PA 15801

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire

**FILED** 3cc  
m/11:43 AM  
JUN 04 2007  
Knaresboro  
William A. Shaw  
Prothonotary/Clerk of Courts

*Gary A. Finesboro, Esquire*

**FILED**

**JUN 04 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

33 BEAVER DRIVE, SUITE 2  
DUBOIS, PA 15801  
TELEPHONE (814) 375-2311  
FAX (814) 375-2314

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

JOEL R. BARROWS  
Plaintiff

v.

ROGER L. PICKETT  
Defendant

: NO. 2006-637-C.D.

:

:

: Type of Pleading:

: CIVIL TRIAL LISTING/CERTIFICATE

: OF READINESS

:

:

:

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: Filed on behalf of: Plaintiff

:

:

:

:

:

:

: Counsel of record for this party:

:

: GARY A. KNARESBORO, ESQUIRE

: Supreme Court I.D. No. 52097

: 33 Beaver Drive, Suite 2

: DuBois, PA 15801

: Phone: (814) 375-2311

: Fax: (814) 375-2314

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FILED

JUN 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

3 cc  
Atty Knareboro

Atty pd. 20.00

CR

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

JOEL R. BARROWS  
Plaintiff

v.

ROGER L. PICKETT  
Defendant

:  
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: NO. 2006-637-C.D.  
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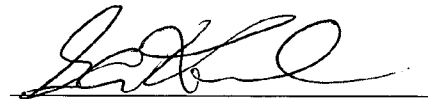
Civil Trial Listing/Certificate of Readiness

To the Prothonotary:

Kindly place the above-captioned case on the Arbitration list, that Arbitration will be less than one day.

1. The Plaintiff is seeking judgment in less than twenty-five thousand dollars (\$25,000.00).
2. That neither Counsel for the Plaintiff, nor Counsel for the Defendant are seeking additional Discovery.
3. That there are no outstanding Motions that the Court needs to rule upon.

Respectfully Submitted,



Gary A. Knaresboro, Esquire  
Counsel for the Plaintiff



FILED

JUN 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

*Gary A. Threshore, Esquire*

33 BEAVER DRIVE, SUITE 2

DUBOIS, PA 15801

TELEPHONE (814) 375-2311

FAX (814) 375-2314

CA

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

JOEL R. BARROWS

vs.

ROGER L. PICKETT

:  
:  
: No. 06-637-CD  
:  
:

**ORDER**

NOW, this 2<sup>nd</sup> day of August, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Friday, September 7, 2007 at 9:00 A.M.** The following have been appointed as Arbitrators:

Robin J. Foor, Esquire, Chairman

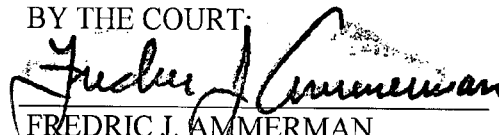
Warren B. Mikesell, Esquire

Trudy Lumadue, Esquire

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

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED

014:00/34  
AUG 02 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**AUG 02 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS,	)	NO. 2006-637 C.D.
	)	
Plaintiff,	)	Type of Case: CIVIL ACTION
	)	
vs.	)	Type of Pleading:
	)	MOTION FOR CONTINUANCE
ROGER L. PICKETT,	)	
	)	Filed on Behalf of:
Defendant.	)	Defendant
	)	
	)	Counsel of Record:
	)	BENJAMIN S. BLAKLEY, III
	)	Supreme Court No. 26331
	)	
	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	Du Bois, Pa 15801
	)	(814) 371-2730

**FILED** 3cc  
0/3:45 PM Atty  
AUG 29 2007 Bakley  
William A. Shaw  
Prothonotary/Clerk of Courts  
OK

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

JOEL R. BARROWS, ) NO. 2006-637-C.D.  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
ROGER L. PICKETT, )  
 )  
Defendant. )

**ORDER OF COURT**

AND NOW this 16<sup>th</sup> day of August, 2007, it is hereby ORDERED that the arbitration scheduled for September 7, 2007, at 9:00 a.m. is hereby rescheduled to the 20<sup>th</sup> day of November, 2007, at 9:00 o'clock A M. in Courtroom No. 3 of the Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

By the Court:

Paul E. Cherry

FILED  
0/3:45/301  
AUG 29 2007

300  
Amy Blackley  
(EK)

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

AUG 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/29/07

☒ 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:

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

JOEL R. BARROWS,	) NO. 2006-637-C.D.
	)
Plaintiff,	)
	)
vs.	)
	)
ROGER L. PICKETT,	)
	)
Defendant.	)

**MOTION FOR CONTINUANCE**

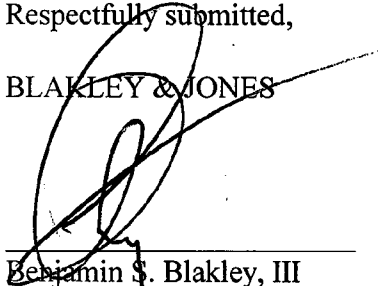
AND NOW comes Movant, **BENJAMIN S. BLAKLEY, III**, attorney for Defendant, **ROGER L. PICKETT**, and moves this Honorable Court for a continuance of the arbitration scheduled for September 7, 2007, at 9:00 a.m. in the above-captioned matter. In support thereof the following is averred:

1. A Civil Complaint was filed in the above-captioned matter on April 24, 2006; however, this matter was not scheduled for arbitration until August 2, 2007.
2. As the result of the length of time, the Defendant has been unable to locate a material witness.
3. This matter has been scheduled for arbitration only once.

**WHEREFORE,** Petitioner respectfully requests this Honorable Court grant his Motion and continue the arbitration scheduled for September 7, 2007, at 9:00 a.m. for a minimum period of thirty (30) days to allow the Defendant to locate the material witness.

Respectfully submitted,

BLAKLEY & JONES



---

Benjamin S. Blakley, III  
Attorney for Defendant



**VERIFICATION**

I verify that the statements made in this Defendant's Motion for Continuance are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

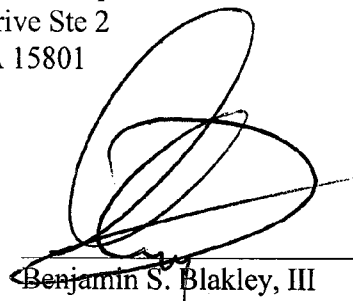
DATE: 8/10/07

  
\_\_\_\_\_  
**BENJAMIN S. BLAKLEY, III**

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Defendant's Motion for Continuance in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 16<sup>th</sup> day of August, 2007:

Gary A. Knaresboro, Esquire  
33 Beaver Drive Ste 2  
DuBois PA 15801



Benjamin S. Blakley, III

**FILED**

**AUG 29 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS

vs.

ROGER L. PICKETT

:  
:  
: No. 06-637-CD  
:  
:

FILED  
OCT 10 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 10<sup>th</sup> day of October, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, November 20, 2007 at 9:00 A.M.** The following have been appointed as Arbitrators:

Jeffrey S. DuBois, Esquire, Chairman

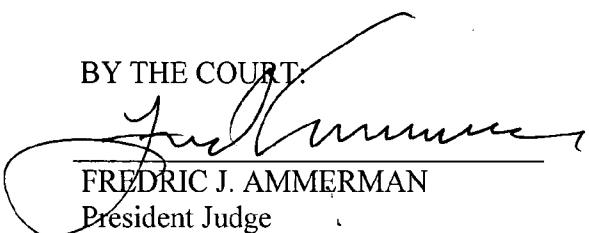
Warren B. Mikesell, Esquire

Trudy Lumadue, Esquire

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

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

**OCT 10 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOEL R. BARROWS,  
Plaintiff

v.

ROGER L. PICKETT,  
Defendant

:  
:  
:  
:  
: NO. 06-637-CD  
:

**ORDER**

AND NOW, this 13<sup>th</sup> day of November, 2007, it is the **ORDER** of  
this Court that Arbitration scheduled for November 20, 2007, at 9:00 a.m. is hereby  
rescheduled to 29<sup>th</sup> day of January, 2008 at 9:00 A.m. in the  
Clearfield County Courthouse, Courtroom No. 3, Second and Market Streets, Clearfield,  
PA 16830.

BY THE COURT:

Paul E Cherry  
JUDGE

FILED 312  
01/17/07  
NOV 14 2007 Atty Knaresboro  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED

NOV 14 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/14/07

X 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:



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

JOEL R. BARROWS,  
Plaintiff

v.

ROGER L. PICKETT,  
Defendant

:  
:  
: NO. 06-637-CD  
:

**MOTION FOR CONTINUANCE**

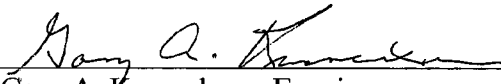
AND NOW, comes the Plaintiff, Joel R. Barrows, by and through his attorney, Gary A. Knaresboro, Esquire, and sets forth the following:

1. That Plaintiff is scheduled for Arbitration on Nov. 20, 2007 at 9:00 a.m.
2. That counsel for the Plaintiff is unavailable.
3. That counsel for the Defendant, Attorney Benjamin S. Blakley, is in agreement

to continue the Arbitration.

WHEREFORE, the Plaintiff requests that this Honorable Court grant the Motion for Continuance and reschedule this matter.

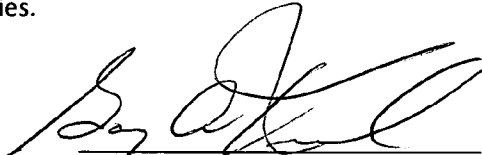
Respectfully submitted,

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire

**VERIFICATION**

I verify that the statements made in this Defendant's Motion for Continuance are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

DATE: 11-13-07

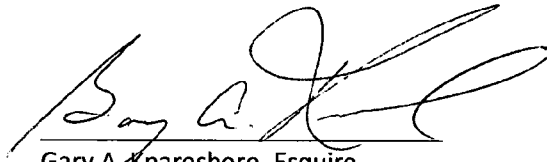


Gary A. Knaresboro, Esquire

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiff's Motion for Continuance in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 13<sup>th</sup> day of November, 2007:

Benjamin S. Blakley, III  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801



Gary A. Knaresboro, Esquire

**FILED**

**NOV 14 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

*Gary A. Pinesboro, Esquire*

33 BEAVER DRIVE, SUITE 2  
DUBOIS, PA 15801  
TELEPHONE (814) 375-2311  
FAX (814) 375-2314

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

JOEL R. BARROWS

vs.

ROGER L. PICKETT

:  
:  
: No. 06-637-CD  
:  
:

**ORDER**

NOW, this 7<sup>th</sup> day of January, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, January 29, 2008 at 9:00 A.M.** The following have been appointed as Arbitrators:

John R. Ryan, Esquire, Chairman


Jeffrey S. DuBois, Esquire

Warren B. Mikesell, Esquire

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

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED

012:42304  
JAN 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**JAN 07 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

JAN 24 2008

~11:15W  
William A. Shaw  
Prothonotary/Clerk of Courts

WC C/L

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

JOEL R. BARROWS,

Plaintiff,

vs.

ROGER L. PICKETT,

Defendant.

) NO. 2006-637 C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading:  
) CERTIFICATE OF SERVICE  
)  
) Filed on Behalf of:  
) Defendant  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III  
) Supreme Court No. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

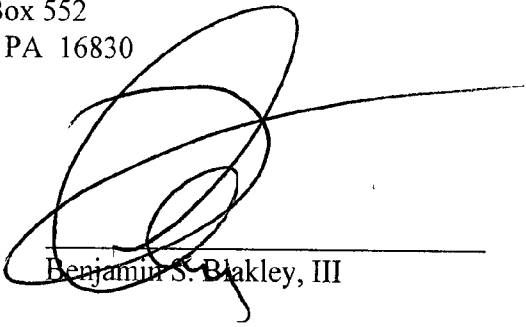
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JOEL R. BARROWS,	) NO. 2006-637-C.D.
	)
Plaintiff,	)
	)
vs.	)
	)
ROGER L. PICKETT,	)
	)
Defendant.	)

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Defendant's Pre-Trial Statement in the above-captioned matter on the following at the address shown below by first-class U.S. Mail on the 23<sup>rd</sup> day of January, 2008:

Trudy G. Lumadue, Esquire  
Naddeo & Lewis, LLC  
207 East Market Street  
P. O. Box 552  
Clearfield, PA 16830



Benjamin S. Blakley, III



William A. Shaw  
Prothonotary/Clerk of Courts

JAN 24 2008

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Joel R. Barrows  
vs.  
Roger L. Pickett

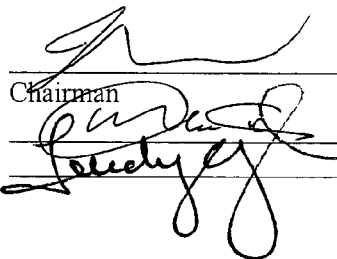
No. 2006-00637-CD

OATH OR AFFIRMATION OF ARBITRATORS


Now, this 29th day of January, 2008, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Jeffrey S. DuBois, Esq.

Warren B. Mikesell, Esq.  
Trudy Lumadue, Esq.

  
Chairman

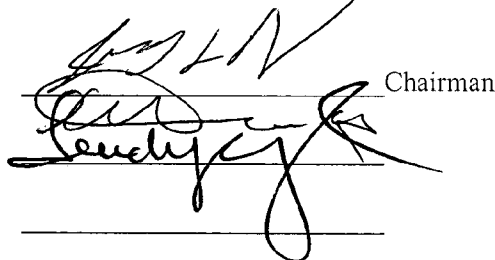
Sworn to and subscribed before me this  
January 29, 2008

  
Prothonotary

AWARD OF ARBITRATORS

Now, this 29 day of Jan, 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

On Plaintiff's claim we find in favor of Defendant. On Defendant's counterclaim we find in favor of Plaintiff.


  
Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 29<sup>th</sup> day of January, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

  
Prothonotary  
By \_\_\_\_\_

FILED  
01/14/08  
JAN 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
Notices to Atty Knaresboro  
and Atty Blakley

**FILED**

**JAN 29 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

Joel R. Barrows

Vs.

Roger L. Pickett

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2006-00637-CD  
:

COPY

NOTICE OF AWARD

TO: BENJAMIN S. BLAKLEY, III, ESQ.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 29, 2008, and have awarded:

On Plaintiff's claim we find in favor of Defendant. On Defendant's counterclaim we find in favor of Plaintiff.

William A. Shaw

Prothonotary

By 

January 29, 2008

Date

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

Vs.

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2006-00637-CD

COPY

## By

Date \_\_\_\_\_

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

*LAW OFFICES OF*  
**BLAKLEY & JONES**  
90 Beaver Drive, Box 6  
DuBois, Pennsylvania 15801

Arbitration  
11/20

Telephone (814) 371-2730  
Fax (814) 375-1082

November 9, 2007

*Benjamin S. Blakley, III*

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**Re: Joel Barrows v. Roger L. Pickett  
No. 06-637**

Dear Mr. Nelson:

Enclosed for filing please find Defendant's Pretrial Statement in the above matter.

Thank you for your attention to this matter.

Very truly yours,

BLAKLEY & JONES

Benjamin S. Blakley, III

BSB:glb

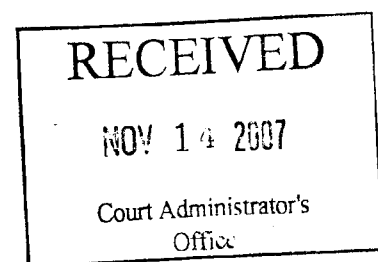
Enclosures

cc: Roger L. Pickett (w/enclosure)  
Gary A. Knaresboro, Esquire (w/enclosure)  
Jeffrey S. DuBois, Esquire (w/enclosure)  
Warren B. Mikesell, Esquire (w/enclosure)  
Trudy Lumadue, Esquire (w/enclosure)



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

JOEL R. BARROWS,	)	NO. 2006-637 C.D.
	)	
Plaintiff,	)	Type of Case: CIVIL ACTION
	)	
vs.	)	Type of Pleading:
	)	DEFENDANT'S PRETRIAL STATEMENT
ROGER L. PICKETT,	)	
	)	Filed on Behalf of:
Defendant.	)	Defendant
	)	
	)	Counsel of Record:
	)	BENJAMIN S. BLAKLEY, III
	)	Supreme Court No. 26331
	)	
	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	Du Bois, Pa 15801
	)	(814) 371-2730



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

JOEL R. BARROWS,	) NO. 2006-637-C.D.
	)
Plaintiff,	)
	)
vs.	)
	)
ROGER L. PICKETT,	)
	)
Defendant.	)

**DEFENDANT'S PRETRIAL STATEMENT**

**I. STATEMENT OF CASE**

Plaintiff, **JOEL R. BARROWS**, was the owner of real property located at 111 Curtain Street, Osceola Mills, Pennsylvania, during the years 2003 and 2004. By Lease dated May 1, 2003, the Plaintiff leased a portion of the premises to the Defendant, **ROGER L. PICKETT**, for a monthly rent of \$275.00 and with a damage deposit of \$275.00. The Lease provided that, in the event that the premises were destroyed or rendered wholly untenable by fire, storm, earthquake or casualty not caused by the negligence of the Lessee, the agreement would terminate from such time.

On September 17 and 18, 2004, the area in and around 111 Curtain Street, Osceola Mills, Pennsylvania, was severely flooded by an overflowing creek running near the subject premises. As the result of the flooding, the basement area of 111 Curtain Street became flooded, causing the furnace in the subject premises to be rendered inoperable and the hot water heater unuseable. Further, as the result of the inclement weather, a leak developed in the roof of the subject



premises, causing water to flow into the Defendant's living area. As a result of the water conditions, Defendant was forced to move from the devised premises and to take up residence in the Mainliner Motel in Philipsburg, Pennsylvania, where he stayed from September 20, 2004, until November of 2004. Defendant, at the time of his removal from the demised premises, had paid his \$275.00 per month rent through December, 2004, and had further prepaid for oil at the devised premises from Nittany Oil Company, Philipsburg, Pennsylvania, in the amount of \$332.15. Further, the Defendant paid for electric to the devised premises during the period in which he could not reside in the premises in the amount of \$29.87. Copies of the billings are attached hereto.

After Defendant advised the Plaintiff of the water damage to the devised premises, the Plaintiff instructed the Defendant to attempt to have the furnace and hot water heater repaired. The repair person employed by the Defendant was unable to fix the damaged fan motor on the furnace, but temporarily installed a box fan on the furnace to provide forced air heat to the demised premises pending location of a new fan motor. Further, the Defendant was instructed to find a repair person to fix the leaking roof, but the Defendant was unable to employ such a repair person.

Plaintiff has brought an action seeking rents after December, 2004, in the amount of \$1,100.00, plus \$100.00 in late fees and damages caused by the flooding of the premises.

Defendant maintains that, because of the flooding of the premises, the premises were left untenable and, therefore, Defendant's obligation to pay rent ceased under the terms of the parties'

Lease. Further, Defendant maintains that any damages occurring at the demised premises were caused by the flooding, through no fault of the Defendant.

In his counterclaim, Defendant seeks compensation for rent for the months of October, November and December of 2004, as Defendant could not live in the demised premises, and seeks reimbursement for utilities and fuel oil for that period of time, all in the amount of \$1,553.48.

## **II. CITATION OF APPLICABLE CASES AND STATUTES**

None

## **III. LIST OF WITNESSES**

- A. Roger L. Pickett, Defendant, 1446 Old Turnpike Road, Allport, Pennsylvania, 16821.
- B. Michael Finch, Osceola Mills Borough Emergency Management Coordinator, P. O. Box 121, Osceola Mills, Pennsylvania.
- C. All witnesses set forth in Plaintiff's pretrial statement.
- D. Defendant reserves the right to call such other witnesses with adequate notice being given the Court and the Plaintiff.

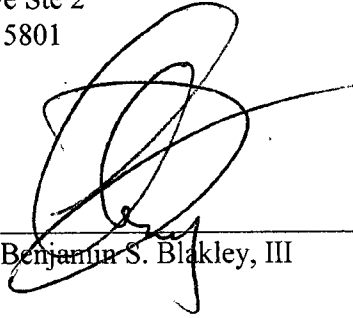
## **IV. STATEMENT OF DAMAGES AND COPIES OF BILLS**

- A. Billings of Nittany Oil Company and Penelec attached hereto

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Defendant's Motion for Continuance in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 9<sup>th</sup> day of November, 2007:

Gary A. Knaresboro, Esquire  
33 Beaver Drive Ste 2  
DuBois PA 15801



Benjamin S. Blakley, III

Arbitration  
1/29

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

JOEL R. BARROWS,

Plaintiff,

vs.

ROGER L. PICKETT,

Defendant.

) NO. 2006-637 C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading:  
) DEFENDANT'S PRETRIAL STATEMENT  
)  
) Filed on Behalf of:  
) Defendant  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III  
) Supreme Court No. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

RECEIVED

JAN 16 2008

Court Administrator's  
Office

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

JOEL R. BARROWS,	)	NO. 2006-637-C.D.
	)	
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ROGER L. PICKETT,	)	
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Defendant was forced to move from the devised premises and to take up residence in the Mainliner Motel in Philipsburg, Pennsylvania, where he stayed from September 20, 2004, until November of 2004. Defendant, at the time of his removal from the demised premises, had paid his \$275.00 per month rent through December, 2004, and had further prepaid for oil at the devised premises from Nittany Oil Company, Philipsburg, Pennsylvania, in the amount of \$332.15. Further, the Defendant paid for electric to the devised premises during the period in which he could not reside in the premises in the amount of \$29.87. Copies of the billings are attached hereto.

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Plaintiff has brought an action seeking rents after December, 2004, in the amount of \$1,100.00, plus \$100.00 in late fees and damages caused by the flooding of the premises. Defendant maintains that, because of the flooding of the premises, the premises were left untenable and, therefore, Defendant's obligation to pay rent ceased under the terms of the parties' Lease. Further, Defendant maintains that any damages occurring at the demised premises were caused by the flooding, through no fault of the Defendant.

In his counterclaim, Defendant seeks compensation for rent for the months of October, November and December of 2004, as Defendant could not live in the demised premises, and seeks reimbursement for utilities and fuel oil for that period of time, all in the amount of \$1,553.48.

**II. CITATION OF APPLICABLE CASES AND STATUTES**

None

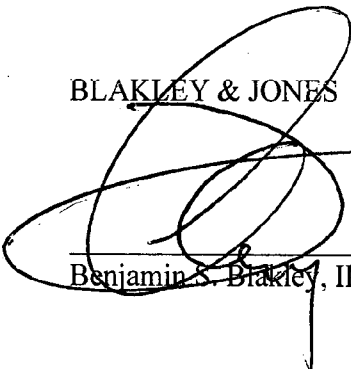
**III. LIST OF WITNESSES**

- A. Roger L. Pickett, Defendant, 1446 Old Turnpike Road, Allport, Pennsylvania, 16821.
- B. Michael Finch, Osceola Mills Borough Emergency Management Coordinator, P. O. Box 121, Osceola Mills, Pennsylvania.
- C. All witnesses set forth in Plaintiff's pretrial statement.
- D. Defendant reserves the right to call such other witnesses with adequate notice being given the Court and the Plaintiff.

**IV. STATEMENT OF DAMAGES AND COPIES OF BILLS**

- A. Billings of Nittany Oil Company and Penelec attached hereto.

BLAKLEY & JONES

  
Benjamin S. Blakley, III

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

JOEL R. BARROWS,	)	NO. 2006-637-C.D.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
ROGER L. PICKETT,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

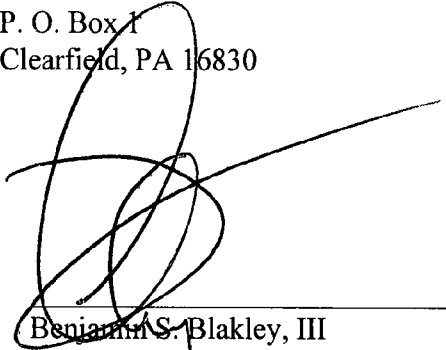
This will certify that the undersigned served a copy of Defendant's Pre-Trial Statement in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 15<sup>th</sup> day of January, 2008:

Gary A. Knaresboro, Esquire  
33 Beaver Drive Ste 2  
DuBois PA 15801

Jeffrey S. DuBois, Esquire  
190 West Park Avenue Ste 5  
DuBois PA 15801

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

John R. Ryan, Esquire  
Belin, Kubista & Ryan  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830



Benjamin S. Blakley, III





December 16, 2005

Account Number: 10 00 60 2715 4 9

Page 1 of 4  
P70

Bill for: ROGER L PICKETT  
1446 OLD TURNPIKE RD  
ALLPORT PA 16821

Billing Period: Nov 15 to Dec 15, 2005 for 31 days



Next Reading Date: On or about Jan 13, 2006

Bill Based On: Actual Meter Reading

Residential

Your previous bill was		
Total payments/adjustments	26.70	
Balance at billing on December 16, 2005	-26.70	
	0.00	0.00
Current Basic Charges		
Penelec - Consumption		
Total Due by Jan 04, 2006. Please pay this amount		26.87

To avoid a 1.50% Late Payment Charge being added to your bill, please pay by the due date.

	<b>Bill issued by:</b> Penelec PO Box 16001 Reading PA 19612-6001		<b>Customer Service</b> Automated Outage Reporting Collections	1-800-545-7741 1-888-544-4877 1-800-962-4848
---	--	---	--	--

EXHIBIT

tabbles®

TTA



December 16, 2005

Account Number: 10 00 60 2715 4 9

Page 1 of 4  
P70

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Balance at billing on December 16, 2005	-26.70	
	0.00	
Current Basic Charges		0.00
Penelec - Consumption		
Total Due by Jan 05, 2006. Please pay this amount		26.87
		26.87

To avoid a 1.50% Late Payment Charge being added to your bill, please pay by the due date.



Bill issued by:  
Penelec  
PO Box 16001  
Reading PA 19612-6001



Customer Service  
Automated Outage Reporting  
Collections

1-800-545-7741  
1-888-544-4877  
1-800-962-4848

(13)



December 16, 2005

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Bill issued by:  
Penelec  
PO Box 16001  
Reading PA 19612-6001



Customer Service  
Automated Outage Reporting  
Collections

1-800-545-7741  
1-888-544-4877  
1-800-962-4848

(13)



December 16, 2005

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Page 1 of 4  
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Bill issued by:  
Penelec  
PO Box 16001  
Reading PA 19612-6001



Customer Service  
Automated Outage Reporting  
Collections

1-800-545-7741  
1-888-544-4877  
1-800-962-4848

(13)