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Montessori Regional Charter School v. Millcreek Township School Dist., et al.

Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County
The Sixth Judicial District of Pennsylvania*

Managing Editor: Heidi M. Weismiller
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Erie County Bar Association

Calendar of Events and Seminars

WEDNESDAY, SEPTEMBER 14, 2011

Chapter 7 & Chapter 13 Bankruptcies from the Trustees' Perspective
 ECBA Live Lunch-n-Learn
 Bayfront Convention Center
 12:15 p.m. - 2:15 p.m. (11:45 a.m. lunch/reg.)
 \$64 (ECBA members/non-attorney staff)
 \$96 (nonmembers) \$45 (Judges)
 2 hours substantive

WEDNESDAY, SEPTEMBER 14, 2011

Identity Theft
 PBI Groupcast Seminar
 Erie County Bar Association
 9:00 a.m. - 1:15 p.m. (8:30 a.m. reg.)
 \$254 (member) \$234 (admitted after 1/1/07)
 \$274 (nonmember)
Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
 \$229 (member) \$209 (admitted after 1/1/07) \$249 (nonmember)
 4 hours substantive

FRIDAY, SEPTEMBER 16, 2011

Women Attorneys Lunch
 NEW Erie Art Museum
 Noon - 1:15 p.m.
 \$20 (lunch only)
 \$25 (lunch and museum tour)

THURSDAY, SEPTEMBER 22, 2011

The Nuts & Bolts of Medicaid Planning
 PBI Groupcast Seminar
 Erie County Bar Association
 12:30 p.m. - 3:45 p.m. (12:00 p.m. reg.)
Lunch is Included
 \$224 (member) \$204 (admitted after 1/1/07)
 \$244 (nonmember)
Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
 \$199 (member) \$179 (admitted after 1/1/07) \$219 (nonmember)
 3 hours substantive

WEDNESDAY, SEPTEMBER 27, 2011

Fundamentals of Estate Administration
 PBI Groupcast Seminar
 Erie County Bar Association
 9:00 a.m. - 4:30 p.m. (8:30 a.m. reg.)
 \$254 (member) \$234 (admitted after 1/1/07)
 \$274 (nonmember)
Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
 \$229 (member) \$209 (admitted after 1/1/07) \$249 (nonmember)
 6 hours substantive

FRIDAY, SEPTEMBER 30, 2011

Representation of Individuals, Corporations and Business Entities in both State and Federal Grand Jury Investigations
 ECBA Live Seminar
 Bayfront Convention Center
 1:00 p.m. - 4:00 p.m. (12:30 p.m. reg.)
Open bar/hors d'oeuvres to follow
 \$96 (ECBA member/non-attorney staff)
 \$145 (non-member) \$67 (Judge)
 2 hours substantive

WEDNESDAY, OCTOBER 5, 2011

Collaborative Law: Resolving Disputes Respectfully
 ECBA Live Lunch-n-Learn
 The Erie Club
 12:15 p.m. - 1:15 p.m. (11:45 a.m. lunch/reg.)
 \$32 (ECBA members/ non-attorney staff)
 \$48 (nonmembers) \$22 (Judges)
 1 hour substantive

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IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

MOTION COURT DATES FOR CHIEF JUDGE THOMAS P. AGRESTI
In Re: ERIE DIVISION SCHEDULING PROCEDURES

SEPTEMBER 2011 NOTICE

The following is a list of *September through November 2011* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(A)* before **Chief Judge Thomas P. Agresti** in the Erie Division of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(A)* is summarized below and on Chief Judge Agresti's website at: *www.pawb.uscourts.gov*. ***The motions will be heard in the Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501.***

ERIE CH. 13 AND CH. 7 CASES

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Rules* (See Court Website at <http://www.pawb.uscourts.gov> and *W.D. PA Local Rule 9013-5(A)*), insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

Scheduling of CHAPTER 13 Motions before Chief Judge Thomas P. Agresti

Friday, September 16, 2011
Friday, October 21, 2011
Wednesday, November 2, 2011
Tuesday, November 22, 2011

NOTE: Please be sure to choose the correct, revised times below.

9:30 a.m.: Open for all Erie matters
10:00 a.m.: Open for all Erie matters
10:30 a.m.: Open for all Erie matters

Chapter 12 matters are to be scheduled at 11:00 a.m.
Sale, Financing and Extended/Impose Stay Motions are scheduled at 11:00 a.m.

Scheduling of CHAPTER 7 Motions before Chief Judge Thomas P. Agresti

Thursday, September 1, 2011
~~Thursday, September 15, 2011~~ * Date Still available, but times have changed. See below.
Friday, October 7, 2011
~~Thursday, October 20, 2011~~ ** NO LONGER AVAILABLE. Date changed to
Thursday, October 27, 2011
Thursday, November 10, 2011

** No matters should be self-scheduled for Thursday, October 20, 2011.
Thursday, October 27, 2011 has been added as an available self-scheduling date.

ERIE COUNTY LEGAL JOURNAL

NOTICE TO THE PROFESSION

10:30 a.m.: Open for all Erie matters
11:00 a.m.: Open for all Erie matters***
11:30 a.m.: Sale Motions at this time, only

***All Motions to Extend/Impose Stay are to be scheduled at 11:00 a.m.

*Thursday, September 15, 2011

~~11:00 a.m.~~ **changed to 8:30 a.m.**: Open for all Erie Matters
~~11:30 a.m.~~ **changed to 9:00 a.m.**: Sale Motions at this time only****
10:30 a.m. *no change*: Open for all Erie Matters

**** All Motions to Extend/Impose Stay are to be scheduled at 9:00 a.m.

ERIE CHAPTER 11 CASES

The Self-scheduling Rule does not apply to Chapter 11 cases. Documents are to be electronically filed with the Clerk's Office. Thereafter, scheduling Orders will be issued from Chambers which schedule any required hearings and, where applicable, outline the specific procedures to be utilized. *Any pleadings in Chapter 11 cases which are self-scheduled will be dismissed upon filing.*

ALL OF THE ABOVE DATES ARE SUBJECT TO REVISION. Please check each month for any changes in the dates that have been published previously. THIS SCHEDULE CAN BE VIEWED ON PACER (Public Access to Court Electronic Records) and on the Court's Web Site (www.pawb.uscourts.gov).

John J. Horner
Clerk of Court

Sept. 2

ATTENTION ALL ATTORNEYS

Are you or an attorney you know dealing with personal issues related to drug or alcohol dependency, depression, anxiety, gambling, eating disorders, sexual addiction, other process addictions or other emotional and mental health issues?

— **YOU ARE FAR FROM BEING ALONE!** —

*You are invited and encouraged to join a small group of fellow attorneys who meet informally in Erie on a monthly basis. Please feel free to contact ECBA Executive Director Sandra Brydon Smith at 814/459-3111 for additional information. Your interest and involvement will be kept **strictly confidential**.*

MONTESSORI REGIONAL CHARTER SCHOOL, Plaintiff
v.
MILLCREEK TOWNSHIP SCHOOL DISTRICT and SCHOOL DISTRICT FOR THE CITY OF ERIE, Defendant

JURISDICTION

A Court of Common Pleas has jurisdiction over Defendants' decisions on a charter school renewal or amendment application in the absence of another avenue for appeal and in absence of a stay from the Commonwealth Court.

SCHOOLS / CHARTER SCHOOL LAW

The purpose of the charter school law is to improve learning, increase learning opportunities, encourage use of different and innovative teaching methods, create new professional opportunities for teachers, provide parents and students with expanded educational choices, and hold schools accountable.

SCHOOLS / CHARTER SCHOOL LAW

The purpose of the charter school law through the Public School Law is to establish a thorough and efficient system of public education, to which every child has a right.

SCHOOLS / CHARTER SCHOOL LAW

Where a charter school proposes to expand into another facility, it is not requesting a new charter, but rather a mere amendment to the original charter.

SCHOOLS / CHARTER SCHOOL LAW

The Charter School Law provides for expansion of the charter school into certain described types of facilities.

SCHOOLS / CHARTER SCHOOLS

A school district cannot apply different standards and requirements to one charter school organization over another simply because one entity is more "cooperative" than the other.

CIVIL PROCEDURE / BURDEN OF PROOF

The term "arbitrary and capricious" means a decision or action taken by administrative agency or inferior court without consideration or in disregard of facts or law without determining principle.

SCHOOLS / CHARTER SCHOOL LAW

Under the Charter School Law, school board policy decisions are entitled to substantial deference unless it is apparent that the conduct of the board is arbitrary, capricious and prejudicial to the public interest.

CIVIL PROCEDURE / STANDARD OF REVIEW

Mere failure to effectuate a policy of the most effective or most efficient manner is not arbitrary or capricious, but "some rational basis" is required.

SCHOOLS / CHARTER SCHOOL LAW

The school board Defendants unreasonably refused to approve the charter school's expansion proposal in light of the charter school's demonstration of the appropriateness of the proposed building and demonstrated an arbitrary preference for one charter school over another.

SCHOOLS / CHARTER SCHOOLS

Defendants' argument that their obligation was to tax payers and constituents, and not charter schools is absurd.

SCHOOLS / CHARTER SCHOOLS

Disparate treatment of charter schools is evidence of arbitrary and capricious actions.

LOCAL AGENCY LAW

A school board's refusal to act by deferring its vote on a charter school's proposal and a school board's vote rejecting an amendment to a charter school's application are "adjudications" subject to appeal.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA CIVIL DIVISION No. 13329-2009

Appearances: Thomas A. Pendleton, Esq., Attorney for Plaintiff
 Timothy Wachter, Esq., and Timothy Sennett, Esq.,
 Attorneys for Defendants

OPINION

Procedural History

This matter commenced on July 24, 2009, when the Montessori Regional Charter School (hereinafter Plaintiff) filed an appeal of the Millcreek Township and City of Erie School Districts' (hereinafter Defendants) decisions denying the renewal of Plaintiff's school charter. Plaintiff also appealed Defendants' denial of its request for expansion into another building.

On July 13, 2010, the Court overruled Defendants' Preliminary Objections and granted Plaintiff's Preliminary Objections. In the same Order, the Court encouraged the parties to try and settle the matter before the next school year.

The Court heard nothing further from the parties until September 2010 when Plaintiff requested a briefing schedule. Briefs were submitted on or about October 20, 2010. After review of those briefs, the Court scheduled a status/settlement conference for January 5, 2011 with the hope that the parties could resolve their differences before the end of another school year.

On January 10, 2011, Plaintiff indicated to the Court that settlement appeared unlikely, and requested that the Court render a decision in this matter.

Findings of Fact

Montessori's Charters

- 1) On February 11, 2004, Plaintiff Montessori Regional Charter School (MRCS) was granted a charter to operate a school at 2910 Sterrettania Road, Millcreek. The charter was in effect from July 1, 2004 through June 30, 2009.
- 2) The charter was granted after the Pennsylvania Commonwealth Court reversed Defendants' denial of Plaintiff's initial charter school application. *See Montessori Regional Charter School v. Millcreek Township School District and City of Erie School District*, 810 A.2d 718 (2002).
- 3) On September 17, 2008, Plaintiff MRCS submitted its request for renewal of the 2004 charter.
- 4) On September 19, 2008, Defendants requested documentation from Plaintiff, including financial statements, test scores, special education reports, goal achievement, etc. Plaintiff complied with the request on November 21, 2008 and supplemented the information on December 2, 2008. See Millcreek Township School District's Supplemental Certification of the Record Volume I and II.
- 5) On January 23, 2009, Defendants notified Plaintiff that a hearing on the charter renewal would be held on March 25, 2009.
- 6) On January 30, 2009, a site visit was conducted at MRCS by Defendants' architects.
- 7) The Erie School District's architect, Roth Marz Partnership, submitted a report to Erie on February 2, 2009. Millcreek School District's architect, Hallgren Restifo Loop & Coughlin, submitted a report to Millcreek on February 5, 2009. The architects reported some accessibility problems with the building, but nothing that violated the law.
- 8) On March 23, 2009, Defendants requested more information from Plaintiff, including responses to complaints, copies of attendance policies, etc.
- 9) The same day, Plaintiff informed Defendants of its intent to open a second K-6 school at the former parochial St. Andrew's School (hereinafter SAS), located at 606 Raspberry Street, Erie.
- 10) Plaintiff entered into a lease for the SAS building with the Roman Catholic Diocese of Erie. *Id.* at 277-283.
- 11) Defendant Erie School District had previously used SAS to house students from J.S. Wilson Middle School while that building underwent renovation.
- 12) Perseus House Charter School once signed a lease for SAS with the Roman Catholic Diocese of Erie, but chose not to use the location. *Id.* at 106.

- 13) The joint hearing on MRCS's renewal was held on March 25, 2009. *Id.* at 24-141.
- 14) At the joint hearing, the Defendant School Boards heard argument from the parties' counsel, Montessori CEO Anthony Pirrello, and several members of the public.
- 15) Members of the public were limited to three minutes of speaking time. *Id.* at 37.
- 16) Four people who spoke out against Montessori were parents with special needs children, who were also signatories to a letter of complaint sent to the Defendants from the Local Right to Education Task Force (LTF). *Id.* at 141, 251-253. *See also* LTF's letter to Anthony Pirrello, pp. 307-308.
- 17) Two people spoke in favor of Montessori. One was part of the "founding families" who supported MRCS's first charter. The other person was a parent of a special needs Montessori student.
- 18) Mr. Pirrello was questioned at length by defense counsel and Erie and Millcreek school board members about many MRCS details, including its current location and the proposed SAS expansion.
- 19) Defendants requested more information from Plaintiff and agreed to issue a decision before June 30, 2009, when the charter would expire. *Id.* at 137.
- 20) On April 30, 2009, Plaintiff provided further information to Defendants in response to questions raised at the hearing. Plaintiff also provided additional details on the proposed expansion at SAS, including a Power Point presentation. *Id.* at 324-331.
- 21) On June 29, 2009, the Defendant Erie granted renewal of the charter, but deferred decision on the SAS proposal and requested more documentation. The same day, Defendant Millcreek granted the charter renewal in a 4-3 vote, and denied the SAS proposal, 7-0. Defendant Millcreek Solicitor, Timothy Sennett, advised that the vote was not enough to approve the charter renewal.
- 22) Defendants issued a written decision on June 29, 2009, claiming several violations of the Charter School Law by MRCS, and interpreting the SAS proposal as a new charter. The decision concluded that MRCS had proposed expansion to SAS "as a tactic to qualify for financing for a new building through the Reinvestment Fund." *Id.* at 11-23 (Decision, pp. 10-12).
- 23) Defendants later referred to the SAS proposal as a "scheme by MRCS to qualify for financing for a new building through a financial program known as the Reinvestment Fund." Defendant's Brief in Support, p. 5, ¶ 23.
- 24) Despite extensive questioning of MRCS representatives, the joint hearing transcript does not support Defendants' contentions that MRCS is deliberately proposing the SAS expansion as some kind

- of financial tactic or scheme.
- 25) On July 24, 2009, Plaintiff appealed Defendants' decisions denying the renewal of charter and the proposed expansion into SAS.
 - 26) On November 23, 2009, after consultation with its Solicitor, Defendant Millcreek reconsidered its denial of the charter and reversed its decision. See July 13, 2010 Order, p. 1, n. 1. Millcreek granted charter renewal but still denied the SAS proposal.
 - 27) Preliminary Objections were filed by the Defendants on September 21, 2009.
 - 28) Plaintiff responded with Preliminary Objections on October 12, 2009.
 - 29) An evidentiary hearing was held before this Court on October 26, 2009 where the parties filed supplemental certifications of the record for the Court's consideration. No additional testimony was taken at the evidentiary hearing.
 - 30) The matter was also appealed to the State Charter School Appeal Board (hereinafter CAB). On November 24, 2009, the CAB denied Plaintiff's appeal, ruling that it had no jurisdiction over charter amendments. Plaintiff subsequently appealed the CAB decision. That matter is still pending on appeal.
 - 31) On January 20, 2010, Defendants sent a new charter to Plaintiff that applied retroactively from July 9, 2009 to June 30, 2014. To date, MRCS has not returned a signed charter.
 - 32) After the CAB decision, this Court held a Status Conference on February 17, 2010. At that time, the parties agreed they were awaiting the Court's decision on the Preliminary Objections.
 - 33) On July 13, 2010, the Court overruled Defendants' Preliminary Objections and granted Plaintiff's Preliminary Objections. In that same Order, the Court encouraged the parties to try and settle the matter before the next school year.
 - 34) Plaintiff requested a briefing schedule in September 2010, which the Court granted. *See* September 30, 2010 Order.
 - 35) Defendants objected to the briefing schedule on October 1, 2010, stating it was contrary to ongoing settlement negotiations between "the professional educators" and requested another status conference with the Court. *See* Appellees Motion to Reconsider Establishing Filing Schedule and Request for Status Conference, p. 1.
 - 36) Briefs were submitted by the parties on October 20, 2010. Reply briefs were filed on November 4, 2010.
 - 37) After review of those briefs, the Court scheduled another status/settlement conference for January 5, 2011, almost 18 months after litigation first commenced.

- 38) On January 10, 2011, less than a week after the status/settlement conference, the parties asked the Court issue a decision in this matter.

Perseus House Charters

- 39) Defendant Erie granted a charter to the Perseus House Charter School of Excellence (hereinafter Perseus House) on February 12, 2003.
- 40) Perseus House leased the Hamilton Center located at 2931 Harvard Road, Erie. The Hamilton Center offers programming for high school students.¹
- 41) On April 30, 2004, Perseus House entered into an agreement with Erie to amend the charter to allow Perseus House to operate a second school.
- 42) Erie approved a sublease agreement between Perseus House and the Bayfront Center for Maritime Studies (BCMS). The Maritime Center, located at 426 Eagle Point Blvd., Erie, offers programming for middle school students.²
- 43) In September 2005, Perseus House began operating a third facility called the Leadership Center, located at 1511 Peach Street in Erie. The Leadership Center also offers programming for high school students.³
- 44) On November 15, 2005, Perseus House submitted a charter renewal to the Erie School District for the Leadership Center. A hearing was held on January 10, 2006. *Id.* at 759-777.
- 45) At the January 10, 2006 hearing, school board members and Perseus House representatives were jovial, often laughing and joking around.
- 46) No time limitations were placed on speakers addressing the school board regarding Perseus House.
- 47) Only one board member had questions about the funding of special education at Perseus House. *Id.* at 768. No one appeared on behalf of LTF.
- 48) One member of the public spoke in support of Perseus House. *Id.* at 777.
- 49) The Perseus House representatives were not questioned by the Board's solicitor. Some board members had questions as well as positive comments and thanks for the efforts made by Perseus House's representatives. *Id.* at 776.

¹ <http://www.charterschoolofexcellence.org/category/hamilton>

² <http://www.charterschoolofexcellence.org/category/maritime>

³ <http://www.charterschoolofexcellence.org/category/leadership>

- 50) The Erie School District granted Perseus House's charter renewal for the Leadership Center on February 8, 2006. The five-year renewal formally approved operation at the Maritime Center and Leadership Center locations.⁴ Erie and Perseus House also entered into financing and cooperative services agreement.

Conclusions of Law

Jurisdiction

Since this Court is only determining the propriety of the Defendants' denials, not the extent of the CAB's authority, Defendants' continued argument that this Court lacks jurisdiction is without merit. Further, by its own decision, the CAB has declined to exercise jurisdiction over a charter school's amendment, which is the only issue left to decide herein.⁵ As the local Court of Common Pleas, this Court has jurisdiction over Defendant's actions/decisions because there are no other ways for Plaintiff to proceed. Plaintiff's counsel informed the Court that the Pennsylvania Commonwealth Court was proceeding with the case without prompting by either of the parties. To date, this Court has not received instruction from the Pennsylvania Commonwealth Court to stay its actions, thus the Court shall proceed accordingly.

Charter School Law ⁶

Under §17-1702-A, the express legislative intent of the Charter School Law is to improve pupil learning, increase learning opportunities, encourage use of different and innovative teaching methods, create new professional opportunities for teachers, provide parents and students with expanded educational choices, and hold schools accountable. The Pennsylvania legislature went to great lengths to establish the Charter School Law. *See Mosaica Academy Charter School v. Commonwealth of Pennsylvania Department of Education, et al. v. Bensalem Township School District, et al.*, 572 Pa. 191, at 200, 813 A.2d 813 (2002). In *Mosaica*, the Pennsylvania Supreme Court held that the school district improperly refused to provide transportation for charter school students. The Court reasoned that the Charter School Law should provide what the Public School Law provides since the Charter School Law is a part of Public School Law.

The purpose of the Charter School Law, through the Public School

⁴ In its research, the Court discovered that Perseus House also operates The Skills Center, located at 1309 French Street. It is unknown to the Court whether this facility is also a charter school. <http://www.charterschoolofexcellence.org/category/skills-center>

⁵ Defendants have conceded that charter renewal is moot given their approval of MRCS's renewed charter. *See also Bucks County Montessori School*, CAB Docket 2003-4 (2004) where amendments to an existing charter do not establish a new charter.

⁶ 24 P.S. §§17-1701-A, *et seq.*

Law, is intended to establish a thorough and efficient system of public education, to which every child has a right. *Zager v. Chester Community Charter School*, 934 A.2d 1227, 594 Pa. 166 (2007). A charter's school distinction/difference from a public school satisfies the requirements of the Charter School Law. See *Montour School District v. Propel Charter School-Montour*, 889 A.2d 682 (Pa.Cmwlth. 2006) where charter school's unique curriculum and learning environment consisted of 190 school days, small classes, reading blocks, etc.

After review of the extensive records submitted in this matter, the Court finds that MRCS has more than satisfied the basic requirements and legislative intent of the Charter School Law. Defendants requested information from Plaintiff on at least three different occasions and Plaintiff complied, providing sufficient answers to the concerns raised at the joint hearing and beyond. The SAS proposal is merely an amendment to the charter, requesting permission to expand into another facility. Plaintiff is not requesting a whole new charter as Defendants have tried to suggest. The next question is whether Plaintiff's SAS proposal was improperly denied by Defendants.

St. Andrew's School Proposal

The Charter School Law also provides for the expansion of a charter school into certain types of facilities pursuant to Charter School Law 17-1722-A, which reads in full:

Facilities

- (a) A charter school may be located in an existing public school building, in a part of an existing public school building, in space provided on a privately owned site, in a public building or in any other suitable location.
- (b) The charter school facility shall be exempt from public school facility regulations except those pertaining to the health or safety of the pupils.
- (c) [Repealed]
- (d) Notwithstanding any other provision of this act, a school district of the first class may, in its discretion, *permit a charter school to operate its school at more than one location.* [emphasis added].

Here, Plaintiff entered into a lease agreement with the Erie Diocese for the SAS building. While Defendant maintains that Plaintiff has no property stake in the litigation, clearly under property law, a lease is "any agreement which gives rise to relationship of landlord and tenant (real property) or lessor and lessee (real or personal property)."⁷ However, the

⁷ *Black's Law Dictionary*, p. 889, 6th edition, 1990.

Charter School Law does not require that a charter applicant actually secure the proposed property or provide the school district with a lease or sales agreement, site development plan, etc. *See Central Dauphin School Dist. v. Founding Coalition of the Infinity Charter School*, 847 A.2d 195, at 203 (Pa.Cmwlt., 2004) (Description of the physical facility planned for charter school is enough under the Charter School Law.)

Based on the Court's review of the record, SAS appears to be an acceptable facility for the proposed MRCS expansion. Evidently, it was acceptable to the Erie School District when it temporarily housed students from J.S. Wilson Middle School. Presumably it was also acceptable when Perseus House contemplated leasing the facility as another charter school location.

While Defendants take issue with the submission of the SAS proposal just days before the March 25, 2009 hearing, the Court notes that there has been more than sufficient time (i.e. during the course of this litigation) for Defendants to visit SAS and determine its suitability for MRCS. At this time, it appears that Defendants have not done so.

Relevance of Perseus House Charter Schools

Plaintiff argues that Defendant Erie's treatment of the Perseus House Charter School is highly relevant to its claim of arbitrary and capricious behavior by Defendants given Perseus House's three charter school locations in the City of Erie. This Court is inclined to agree given the record here.

Defendant Erie describes its relationship with Perseus House as "cooperative" and that they "enjoy a unique working relationship". Defendant's Brief In Support, pp. 10-12. Perseus House leased its first facility, the Hamilton Center, from Erie School District. Perseus House accommodated almost every request made by Erie regarding the Maritime Center. Erie allowed Perseus House to operate the Leadership Center before the charter renewal application was filed and a public hearing was held on it.

Defendant Erie's preferential attitude toward Perseus House is plainly shown by the minutes of the January 10, 2006 meeting. Rather than a quasi-adversarial proceeding like the March 25, 2009 joint meeting with MRCS, the January 10, 2006 meeting was hospitable and cordial. It demonstrated that it is possible for school districts to maintain cooperative relationships with charter schools. However, the Court finds that Erie School District cannot apply different standards/requirements to Perseus House and MRCS simply because one entity is more "cooperative" than the other.⁸ The question now becomes whether Defendants' treatment of

⁸ Unfortunately, the situation here reminds the Court of a parent (the Erie School District) trying to raise two very different children (Perseus House and MRCS) where Erie asks MRCS, "Why can't you be more like Perseus House?" The Court notes that while Perseus House and MRCS may act very differently, Erie should apply the same rules to both or risk cries of "That's not fair!" and "You like them better than me!" (a/k/a litigation).

MRCS has been arbitrary and capricious.

Arbitrary and Capricious

For purposes of clarity, the Court shall first define the terms. "Arbitrary and Capricious" is defined by Black's Law Dictionary as the "characterization of a decision or action taken by an administrative agency or inferior court meaning willful and unreasonable action without consideration or in disregard of facts or law or without determining principle."⁹

Merriam-Webster's Dictionary defines "Arbitrary" as "based on or determined by individual preference or convenience rather than by necessity or the intrinsic nature of something."¹⁰ Merriam-Webster's Dictionary, defines "Capricious" as "governed or characterized by caprice; impulsive, unpredictable." The term "caprice" is defined as "a sudden, impulsive, and seemingly unmotivated notion or action; a sudden usually unpredictable condition, change, or series of changes."¹¹

Under the Charter School Law, school board policy decisions are entitled to substantial deference, free from court interference, unless it is apparent that the conduct of the board is arbitrary, capricious, and prejudicial to the public interest. *Mosaica, supra*. An administrative action will be "found to be arbitrary and capricious where it is unsupported on any rational basis because there is no evidence upon which the action may be logically based." *Adams County Interfaith Housing Corp. v. Prevailing Wage Appeals Board*, 981 A.2d 352, 358 (Pa.Cmwlth., 2009) citing *Lynch v. Urban Redevelopment Authority of Pittsburgh*, 91 Pa.Cmwlth. 260, 496 A.2d 1331, 1335 (1985). Mere failure to effectuate a policy in the most effective or efficient manner is not arbitrary and capricious, but "some rational basis" is required. *Adams, supra*, citing *Board of Public Education of School District of Pittsburgh v. Thomas*, 41 Pa.Cmwlth. 490, 399 A.2d 1148, 1150 (1979).

Here, the Court can find no rational basis for Defendants' denial of the charter amendment. Defendants have unreasonably refused to approve the SAS proposal despite the fact that the SAS building is appropriate for students, that MRCS has enough students for enrollment, that MRCS has had a successful academic record, and is in compliance with the Charter School Law. Defendants raised no objections to Perseus House leasing SAS, showing an arbitrary preference for Perseus House over MRCS.

⁹ Black's Law Dictionary, p. 105, 6th edition, 1990.

¹⁰ <http://www.merriam-webster.com/dictionary/arbitrary>, definition 3.

¹¹ <http://www.merriam-webster.com/dictionary/capricious> and <http://www.merriam-webster.com/dictionary/caprice>

Defendant Millcreek's argument that its actions were not arbitrary and capricious because it has an obligation to its taxpayers and constituents implies that MRCS is not part of that obligation. The Court finds this argument to be absurd because surely some MRCS employees, parents of students, etc. live, pay taxes, and vote in Millcreek.

Defendants' arbitrary and capricious actions are most conspicuously demonstrated by the disparate treatment of the Perseus House and MRCS charter application/renewal hearings. In this case, only one public hearing was held, and that hearing was attended by several members of the public (i.e. the LTF) with an agenda unrelated to the issue of charter renewal/expansion. Excluding legal counsel, only one MRCS administrator, Mr. Pirrello, was questioned about the charter renewal and SAS proposal. There were no follow-up meetings to further address the alleged concerns Defendants had about MRCS. The charter renewal and amendments were simply denied. *Compare Telly v. Pennridge School District Board of School Directors*, 995 A.2d 898 (Pa.Cmwlth. 2010) where the school district's reduction of tax collector compensation was not arbitrary and capricious because the district held five public meetings and received considerable analysis and input from the public, business administrators, and tax collectors. As previously stated, Defendants cannot, and should not, apply different requirements to area charter schools based on preference, convenience, or impulse. It is impermissible under the Charter School Law.

Deferral by Defendant Erie

Contrary to Defendants' arguments, Defendant Erie's refusal to act by deferring its vote on the SAS proposal, and Defendant Millcreek's vote rejecting the amendment are adjudications.

Turning to Merriam-Webster's Dictionary again, "adjudicate" is defined as "to give an opinion about (something at issue or in dispute)."¹² Synonyms for "defer" are "to postpone, suspend, stay, mean to delay an action or proceeding... a deliberate putting off to a later time."¹³

Here, Defendants undoubtedly gave their opinion of Plaintiff's SAS proposal. Millcreek denied it outright and Erie effectively issued a denial because their non-decision prevents MRCS from going forward with the expansion.¹⁴ Erie's deferral has further postponed, suspended, and delayed this case contrary to the interests of justice.

¹² <http://www.merriam-webster.com/thesaurus/adjudicate>

¹³ <http://www.merriam-webster.com/dictionary/defer>

¹⁴ For example, under the Pennsylvania Rules of Criminal Procedure, the Court can decline to take action on a post-sentence motion for up to 120 days. Then the motion is deemed denied. Pa.R.Crim.P. 720(B)(3)(a). This Court fails to see the difference between that Rule and the inaction of Defendant Erie.

Continued Delays

Sadly, delay has been prevalent in this matter. It is apparent that Defendants do not want to allow Plaintiff to expand its school. The reasons why Defendants have denied the expansion are far less clear.¹⁵ Defendants' continued denial of every request made by Montessori is a deplorable pattern that appears to serve no legitimate purpose.

This Court is not oblivious to the history of this case. *See Montessori Regional Charter School v. Millcreek Township School District and City of Erie School District, supra*, where Defendants' denial of the initial charter school application was reversed. The record clearly shows that Montessori has had to engage in litigation from its very inception. Montessori's attempts to move this process along are recognized by the Court as valid efforts to maintain its hard fought existence. Coincidentally, the record does not reflect any such effort by Perseus House.

Further, the parties' failure to effectively communicate throughout the duration of this case is simply appalling. As much as both Defendants would like to pretend that the fault here is entirely Montessori's, the Court cannot overlook their role in this case. For example, Defendants' contended at the January 5, 2011 conference that Plaintiff had failed to send any settlement proposals to Defendants. That claim was completely refuted by Plaintiff. (See multiple letters and e-mails exchanged between Montessori CEO Anthony Pirrello and Erie Superintendent Jay Badams and Millcreek Superintendent Michael Golde.)

The Court was not exaggerating when it strongly suggested to counsel at the January 5, 2011 conference to "do everyone a favor and settle this". Continued delays have done a disservice to potential students, and contradict the very intent of the Charter School Law. Thus, this Court is compelled to grant Plaintiff's request and overrule Defendants' denial of Plaintiff's proposed expansion into the St. Andrew's School.

ORDER

AND NOW to-wit, this 14th day of February 2011, upon consideration of the foregoing Opinion and the arguments of counsel, it is hereby **ORDERED, ADJUDGED, and DECREED** that the Montessori Regional Charter School's request to amend its charter to open a second location at the former St. Andrew's parochial school is **GRANTED**. The parties shall endeavor to facilitate the expansion with all due haste so that Plaintiff will be ready and able to operate two locations for the 2011-2012 school year.

BY THE COURT:/s/ **MICHAEL E. DUNLAVEY, JUDGE**

¹⁵ If the mysterious reasons are financial in nature, those are not permitted in making a charter school determination. *See In re: Sugar Valley Charter School, CAB Docket 1999-4.*

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania Docket No. 12694-11

In re: Autem Mariska Dimon, a minor

Notice is hereby given that a Petition was filed by Lynnette Reiser, in the above named Court requesting an order to change the name of Autem Mariska Dimon to Mariska Lynn Reiser.

The Court has fixed the 6th day of September, 2011, at 9:00 a.m. in Courtroom B of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Sept. 2

**DISSOLUTION NOTICE
NOTICE OF DISSOLUTION
OF AEION GROUP
INCORPORATED**

Notice is hereby given that Aeion Group Incorporated, a Pennsylvania corporation having its principal place of business at 637 North Center Street, Corry, PA 16407, by action of its sole stockholder and director, has resolved to dissolve and to liquidate its assets, and is in the process of paying off its liabilities and of distributing its remaining assets to its shareholders. Please address any claims to the office of the Corporation at P.O. Box 1163, Corry, PA 16407.

John B. Enders, Esquire
Elderkin Law Firm
150 East 8th Street
Erie, PA 16501

Sept. 2

FICTITIOUS NAME NOTICE

Pursuant to Act 295 of December 16, 1982 notice is hereby given of the intention to file with the Secretary of the Commonwealth of Pennsylvania a "Certificate of Carrying On or Conducting Business under an Assumed or Fictitious Name." Said Certificate contains the following information:

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on March 17, 2011 for Alonzo Hairdressing located at 3822 Conrad Road, Erie, PA 16510. The name and address of each individual interested in the business is Brandon A. Blackmer, 12354 Juva Valley Road, Union City, PA 16438. This was filed in accordance with 54 Pa.C.S. 311.

Sept. 2

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on March 16, 2011 for Ringer & Associates located at 1121 Chelsea Avenue, Erie, PA 16505. The name and address of each individual interested in the business is Jeremy S. Ringer, 1121 Chelsea Avenue, Erie, PA 16505. This was filed in accordance with 54 Pa.C.S. 311.

Sept. 2

INCORPORATION NOTICE

In Re: Bricklaw Vineyards, Inc.
Notice is hereby given that Bricklaw Vineyards, Inc. has filed an Articles of Incorporation under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988. Joseph M. Walsh, III, Esquire
Shapira, Hutzelman, Berlin, Ely,
Smith & Walsh
305 West 6th Street
Erie, Pennsylvania 16507

Sept. 2

INCORPORATION NOTICE

Notice is hereby given that Flagship City Apartments, Inc. has been incorporated under the provisions of the Nonprofit Corporation Law of 1988, exclusively for the charitable purpose of owning and operating a HUD Section 811. The Articles of Incorporation were filed with the Pennsylvania Department of State on September 7, 2010.

John M. Mehler, Esquire

MacDonald, Illig, Jones
& Britton, LLP
100 State Street, Suite 700
Erie, PA 16507-1459

Sept. 2

LEGAL NOTICE

ATTENTION: IYESHA CORINE RICKS A/K/A IYESHA VAUGHN INVOLUNTARY TERMINATION OF PARENTAL RIGHTS
IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD (D.J.R.)

DOB: 02/03/2009

53 IN ADOPTION 2011

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Brabender, Court Room No. F, City of Erie on September 27, 2011 at 10:30 a.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

Your presence is required at the Hearing. If you do not appear at this Hearing, the Court may decide that you are not interested in retaining your rights to your children and your failure to appear may affect the Court's decision on whether to end your rights to your child. You are warned that even if you fail to appear at the scheduled Hearing, the Hearing will go on without you and your rights to your child may be ended by the Court without your being present.

You have a right to be represented at the Hearing by a lawyer. 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.

Family/Orphan's
Court Administrator
Room 204 - 205
Erie County Court House
Erie, Pennsylvania 16501
(814) 451-6251

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa. C.S §§2731-2742.

This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

Sept. 2

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the property known as 9151 State Road, Cranesville, PA 16410 and being more fully described at Erie County Deed Book 230, Page 221.

SAID SALE to be held at the **ERIE COUNTY COURTHOUSE, ROOM 209, ERIE, PA 16501** at **9:00 a.m.** prevailing, standard time, on **SEPTEMBER 12, 2011.**

All those certain tracts of land, together with the buildings, and improvements erected thereon described as Tax Parcel 13003008000106 in Erie County, Pennsylvania Assessment Office. Seized and taken in execution as the property of Leslie L. Burge and Tracy M. Moodler, at the suit of the United States of America, acting through the Under Secretary

of Rural Development, on behalf of Rural Housing Service, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action Number 1:10-CV-00194. **TERMS OF SALE:** Successful bidder will pay ten percent (10%) by certified check or money order and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the sale. Marshal's costs, fees and commissions are to be borne by seller. Thomas M. Fitzgerald, United States Marshal. For additional information visit www.resales.usda.gov or contact Cathy Diederich at 314-457-5514.

Aug. 19, 26 and Sept. 2, 9

SHERIFF SALES

Notice is hereby given that by virtue of sundry Writs of Execution, issued out of the Courts of Common Pleas of Erie County, Pennsylvania, and to me directed, the following described property will be sold at the Erie County Courthouse, Erie, Pennsylvania on

**September 16, 2011
at 10:00 AM**

All parties in interest and claimants are further notified that a schedule of distribution will be on file in the Sheriff's Office no later than 30 days after the date of sale of any property sold hereunder, and distribution of the proceeds made 10 days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

All bidders are notified prior to bidding that they **MUST** possess a cashier's or certified check in the amount of their highest bid or have a letter from their lending institution guaranteeing that funds in the amount of the bid are immediately available. If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

Bob Merski
Sheriff of Erie County

Aug. 26 and Sept. 2, 9

SALE NO. 1

Ex. #11685 of 2011

SGIM, INC., a Texas Corporation, trading as SOUTHWEST GUARANTY INVESTORS, LTD., a Texas Limited Partnership, Plaintiff

v.

KNAPP PROPERTIES, INC., PARAGON STAIR & RAIL, INC., and DANIEL F. KNAPP, Defendants

SHORT DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Millcreek, Erie County, Pennsylvania, having erected thereon a one-story industrial/manufacturing building being commonly known as 2962 West

22nd Street, Erie, Pennsylvania, and bearing Erie County Tax Parcel No. (33) 52-211-38.

BEING the same premises conveyed to Knapp Properties, Inc. by deed dated January 16, 2008 and recorded in the Office of the Recorder of Deeds for Erie County on January 25, 2008 at Deed Book 1473, page 143.

Susan Fuhrer Reiter
Pa. Supreme Court ID No. 43581
MacDonald, Illig, Jones & Britton, LLP

100 State Street, Suite 700
Erie, Pennsylvania 16507-1459
(814) 870-7760

Attorneys for Plaintiff

Aug. 26 and Sept. 2, 9

SALE NO. 2

Ex. #10576 of 2011

E.C. & E.E. EMPLOYEES FEDERAL CREDIT UNION, now by change of name, ERIE FLAGSHIP COMMUNITY FEDERAL CREDIT UNION, Plaintiff

v.

PATRICK J. MAWHIR, Defendant

ADVERTISING DESCRIPTION

By virtue of Writ of Execution filed at No. 10576-2011, E.C. & E.E. Employees Federal Credit Union, now by change of name, Erie Flagship Community Federal Credit Union v. Patrick J. Mawhir, owner of the following properties identified below:

1) Situate in the Township of McKean, County of Erie, and Commonwealth of Pennsylvania at 5446 Pine Tree Road, McKean, PA 16426:

Assessment Map No.: (31) 2-4-4
Assessed Value Figure: \$89,470.00
Improvement Thereon: Single family Old Style Residential Dwelling

Michael S. Jan Janin, Esquire
Pa. I.D. No. 38880

The Quinn Law Firm
2222 West Grandview Boulevard
Erie, PA 16506
(814) 833-2222

Aug. 26 and Sept. 2, 9

SALE NO. 3

Ex. #10060 of 2010

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY, Plaintiff

v.

LOUIS W. JOHNSON, JR., Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10060-2010 American General Consumer Discount Company vs. Louis W. Johnson, Jr.

Louis W. Johnson, Jr., owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 852 East 23rd Street, Erie, Pennsylvania 16503

Parcel contains 0.0788 acres of land
Assessment Map Number: 18-5034-234

Assessed Value Figure: \$38,442.20
Improvement thereon: Two story frame dwelling

William T. Morton, Esq.
Attorney for the Plaintiff
3213 West 26th Street
Erie, PA 16506
(814) 520-8700

Aug. 26 and Sept. 2, 9

SALE NO. 4

Ex. #11430 of 2011

NORTHWEST SAVINGS BANK, Plaintiff,

v.

HELEN A. DAUGHENBAUGH, Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2011-11430, Northwest Savings Bank vs. Helen A. Daughenbaugh, owner of property situate in the Township of Fairview, Erie County, Pennsylvania being: 6700 West Lake Road, Fairview, Pennsylvania.

Approx. 2.25 acres
Assessment Map Number: (21) 22-11.1-27

Assessed Value Figure: \$178,200.00
Improvement Thereon: Residence
Kurt L. Sundberg, Esq.
Marsh Spaeder Baur Spaeder & Schaaf, LLP

Suite 300, 300 State Street
Erie, Pennsylvania 16507
(814) 456-5301

Aug. 26 and Sept. 2, 9

SALE NO. 5
Ex. #10870 of 2011
ERIE COMMUNITY CREDIT UNION, Plaintiff

v.
ERIC B. ROHDE and THE UNITED STATES OF AMERICA, Defendants
SHORT DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Washington, Erie County, Pennsylvania, having erected thereon a two story frame dwelling with attached garage being commonly known as 4350 Kinter Hill Road, Edinboro, Pennsylvania, and bearing Erie County Tax Parcel No. (45) 29-530-2901. BEING the same premises conveyed to Eric B. Rohde by deed dated October 9, 2003 and recorded in the Office of the Recorder of Deeds for Erie County on October 24, 2003 at Deed Book 1079, page 2104. David E. Holland Pa. Supreme Court ID No. 23793 MacDonald, Illig, Jones & Britton LLP 100 State Street, Suite 700 Erie, Pennsylvania 16501-1459 (814) 870-7755 Attorneys for Plaintiff

Aug. 26 and Sept. 2, 9

SALE NO. 6
Ex. #14644 of 2010
STEWART TITLE GUARANTY COMPANY, Plaintiff

v.
RAYMOND R. STONE, Defendant
SHERIFF'S SALE

By virtue of Writ of Execution filed to No. 14644-10 STEWART TITLE GUARANTY COMPANY, Plaintiff vs. RAYMOND R. STONE, Defendant, owner of property situated in Millcreek Township, Erie County, Pennsylvania being 2922 Hemlock Drive, Erie, PA and bearing Erie County Index No. (33) 58-232-1.01. Dimensions of parcel 72 x 12.58 (.22 acre) Assessment Map Number: 58 Assessed Value Figure: \$91,080.00 Improvement thereon: single family dwelling

Charles Y. Mansell, Esquire
Mansell & Andrews
14 N. Mercer St., Suite 532
New Castle, PA 16101
Phone: 724-652-7470
Aug. 26 and Sept. 2, 9

SALE NO. 7
Ex. #11195 of 2011
PHH MORTGAGE CORPORATION, Plaintiff

v.
DAVID M. CARROLL, JR A/K/A DAVID M. CARROL, JR, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11195-11 PHH MORTGAGE CORPORATION vs. DAVID M. CARROLL, JR A/K/A DAVID M. CARROL, JR Amount Due: \$12,678.60 DAVID M. CARROLL, JR A/K/A DAVID M. CARROL, JR, owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 1119 BREWSTER STREET, ERIE, PA 16503-1522 Dimensions: 32 x 114.59 Acreage: 0.0842 Assessment Map number: 15-020-0460-116.00 Assessed Value: \$35,490.00 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 8
Ex. #11292 of 2011
WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC., Plaintiff

v.
ANTHONY J. CRAIG TAMARA J. CRAIG, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11292-11 WELLS FARGO BANK, N.A., S/B/M WELLS FARGO HOME MORTGAGE, INC. vs. ANTHONY J. CRAIG and

TAMARA J. CRAIG Amount Due: \$116,702.63 ANTHONY J. CRAIG and TAMARA J. CRAIG, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 2919 BEMENT STREET, ERIE, PA 16506-2609 Dimensions: 75 X 174.79 Acreage: 0.3203 Assessment Map number: 33-076-274.0-019.00 Assessed Value: 82,130.00 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 9
Ex. #12249 of 2010
CITIMORTGAGE, INC., Plaintiff

v.
LEONA M. DAVIDS, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12249-10 CITIMORTGAGE, INC. vs. LEONA M. DAVIS Amount Due: \$66,603.29 LEONA M. DAVIDS, owner(s) of property situated in the 3rd WARD OF THE CITY OF CORRY, Erie County, Pennsylvania being 119 WEST IRVING STREET, CORRY, PA 16407-1141 Dimensions: 84X198 Acreage: .03818 Assessment Map number: 07-014-038.0-007.00 Assessed Value: \$48,700.00 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 10
Ex. #14613 of 2010
CITIFINANCIAL SERVICES, INC., Plaintiff

v.
JASON R. FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED
CINDY WALTERS, IN HER CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED
TOM FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED
JOHN FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED
UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER PATRICIA B. FOSTER, DECEASED, Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14613-10
 CITIFINANCIAL SERVICES, INC. vs. JASON R. FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; CINDY WALTERS, IN HER CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; TOM FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; JOHN FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; and UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER PATRICIA B. FOSTER, DECEASED
 Amount Due: \$82,883.86
 JASON R. FOSTER, IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; CINDY WALTERS, IN HER CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; TOM FOSTER IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; JOHN FOSTER,

IN HIS CAPACITY AS HEIR OF PATRICIA B. FOSTER, DECEASED; and UNKNOWN HEIRS, SUCCESSORS, ASSIGNS, AND ALL PERSONS, FIRMS, OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER PATRICIA B. FOSTER, DECEASED, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 3606 PITTSBURGH AVENUE 3604-3606 PITTSBURGH AVENUE, ERIE, PA 16508-1910
 Dimensions: 100 X 130
 Acreage: 0.2984
 Assessment Map number: 33-079-3120-018.00
 Assessed Value: \$104,930.00
 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 12
Ex. #13545 of 2010
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, 2006-GEL2,
Plaintiff

v.
MARK F. KATARZYNSKI,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 13545-10
 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, 2006-GEL2 vs. MARK F. KATARZYNSKI
 Amount Due: \$48,110.32
 MARK F. KATARZYNSKI, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 141 EAST 24TH STREET, ERIE, PA 16503-1822
 Dimensions: 32.67 X 135

Acreage: 0.1012
 Assessment Map number: 18-050-007.0-208.00
 Assessed Value: \$38,400.00
 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 13
Ex. #11196 of 2011
CITIMORTGAGE, INC.,
Plaintiff
 v.
JACK N. MAGEE
GLADYS P. MAGEE,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 2011-11196
 CITIMORTGAGE, INC. vs. JACK N. MAGEE and GLADYS P. MAGEE
 Amount Due: \$96,559.86
 JACK N. MAGEE and GLADYS P. MAGEE, owner(s) of property situated in 1ST WARD OF THE BOROUGH OF UNION CITY, Erie County, Pennsylvania being 50 WARDEN STREET, UNION CITY, PA 16438-1041
 Dimensions: 92 X 140
 Assessment Map number: 41003004000600
 Assessed Value: \$52,380.00
 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 14
Ex. #10369 of 2009
PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION, Plaintiff
 v.
DONALD A. MARINUCCI
LAURA A. COLLINS A/K/A LAURA A. MARINUCCI,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10369-09
PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. DONALD A. MARINUCCI and LAURA A. COLLINS A/K/A LAURA A. MARINUCCI
 Amount Due: \$146,518.62
DONALD A. MARINUCCI and LAURA A. COLLINS A/K/A LAURA A. MARINUCCI, owner(s) of property situated in TOWNSHIP OF Millcreek, Erie County, Pennsylvania being 405 DUMAR ROAD, ERIE, PA 16509-3216
 Dimensions: 99.8 X 140
 Acreage: 0.3214
 Assessment Map number: 33-146-499.0-017.00
 Assessed Value: \$115,900.00
 Improvement thereon: Residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 Aug. 26 and Sept. 2, 9

SALE NO. 15
Ex. #14699 of 2010
PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION, Plaintiff
 v.
STANLEY D. NIEDZIELSKI SARAH E. RUTKOWSKI,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14699-10
PHH MORTGAGE CORPORATION, F/K/A CENDANT MORTGAGE CORPORATION vs. STANLEY D. NIEDZIELSKI and SARAH E. RUTKOWSKI
 Amount Due: \$62,552.57
STANLEY D. NIEDZIELSKI and SARAH E. RUTKOWSKI, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 2636 GLENDALE AVENUE, ERIE, PA 16510-1526.

Dimensions: 41 x 130
 Acreage: 0.1224
 Assessment Map number: 18-051-042.0-124.00
 Assessed Value: 44,540.00
 Improvement thereon: residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 16
Ex. #10744 of 2011
LOANCARE, A DIVISION OF FNF SERVICING, INC. Plaintiff
 v.
LUIS PACHECO BRENDA I. BIRRIEL,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10744-11
LOANCARE, A DIVISION OF FNF SERVICING, INC. vs. LUIS PACHECO and BRENDA I. BIRRIEL
 Amount Due: \$70,371.58
LUIS PACHECO and BRENDA I. BIRRIEL, owner(s) of property situated in the Fourth Ward of the City of Erie, 4th, Erie County, Pennsylvania being 537 WEST 5TH STREET, ERIE, PA 16507-1122
 Dimensions: 41.25 x 145
 Acreage: .1562
 Assessment Map number: 17-040-017.0-112.00
 Assessed Value: 52,220
 Improvement thereon: residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000

Aug. 26 and Sept. 2, 9

SALE NO. 18
Ex. #10947 of 2011
PHH MORTGAGE CORPORATION, Plaintiff
 v.
ANDREW J. SIMMONS,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution

filed to No. 10947-2011
PHH MORTGAGE CORPORATION vs. ANDREW J. SIMMONS
 Amount Due: \$49,933.89
ANDREW J. SIMMONS, owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 726 EAST 13TH STREET, ERIE, PA 16503-1444
 Dimensions: 35 X 105
 Acreage: .0844
 Assessment Map number: 15020036032700
 Assessed Value: \$27,620.00
 Improvement thereon: residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 Aug. 26 and Sept. 2, 9

SALE No. 19
Ex. #11096 of 2011
PHH MORTGAGE CORPORATION, Plaintiff
 v.
SHANNON A. TAKARA,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11096-11
PHH MORTGAGE CORPORATION vs. SHANNON A. TAKARA
 Amount Due: \$158,411.88
SHANNON A. TAKARA, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 4703 SUNNYDALE BOULEVARD, ERIE, PA 16509-2239
 Dimensions: 122.5 X IRR
 Acreage: 0.2661
 Assessment Map number: 18053019021200
 Assessed Value: 155,400.00
 Improvement thereon: residential Phelan Hallinan & Schmiegl, LLP One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814
 (215) 563-7000
 Aug. 26 and Sept. 2, 9

SALE NO. 21
Ex. # 11623 of 2011
HSBC Bank USA, N.A., as
Indenture Trustee for the
registered Noteholders of
Renaissance Home Equity Loan
Trust 2005-3, Renaissance Home
Equity Loan Asset-Backed Notes,
Series 2005-3, by its attorney in
fact, Ocwen Loan Servicing, LLC
v.
Valerie J. Chase and
Clarence C. Chase, Jr.
LEGAL DESCRIPTION

All that certain piece or parcel of land situate in the Township of Summit, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

Being Lot No. 5 of the Wurst-Beals Subdivision No. 2 as recorded in Erie County Map Book 31, at Page 150. Bearing Erie County Index No. (40) 23-110-8.05

Excepting and reserving therefrom the use of a strip of ground eighteen (18) feet in width running along the North Boundary of Lot No. 5 of the Wurst-Beals Subdivision, to be used as an easement for Ingress And Egress in and to that certain parcel shown as the "Residue" in Erie County Map Book 31, Page 150 as owned by Jerome J. Wurst and Catherine Wurst, his wife, and R. David Beals and Lorna Kay Beals, his wife. This easement shall not be assignable and shall be a covenant running with the land only so long as the Wurst and Beals hold title to such "Residue" or any portion thereof.

BEING the same premises which Paul R. Mather, widowed and unremarried, by Deed dated June 14, 2005 and recorded June 16, 2005 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 1242 Page 2239, granted and conveyed unto Clarence C. Chase, Jr. and Valerie J. Chase, husband and wife.

PROPERTY ADDRESS: 9611 Perry Highway, Waterford, PA 16441

PARCEL ID # (40) 23-110-8.05.
 Attorney for Plaintiff:
 Kevin P. Diskin, Esquire

Stern and Eisenberg, LLP
 The Pavilion
 261 Old York Road, Suite 410
 Jenkintown, PA 19046
 (215) 572-8111
 Aug. 26 and Sept. 2, 9

SALE NO. 22
Ex. #18094 of 2008
U.S. BANK NATIONAL
ASSOCIATION TRUSTEE
FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY,
Plaintiff
v.
SHAWN M. COCHRAN,
Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 2008-18094 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. SHAWN M. COCHRAN, Defendants
 Real Estate: 1216 WEST 29TH STREET, ERIE, PA 16508
 Municipality: City of Erie, Erie County, Pennsylvania
 Dimensions: 30 x 135
 See Deed Book 1065, Page 1525
 Tax I.D. (19) 6220-115
 Assessment: \$13,500. (Land)
 \$46,750. (Bldg)
 Improvement thereon: a residential dwelling house as identified above
 Leon P. Haller, Esquire
 Purcell, Krug & Haller
 1719 North Front Street
 Harrisburg, PA 17104
 (717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 23
Ex. #14218 of 2004
WACHOVIA BANK NATIONAL
ASSOCIATION F/K/A
FIRST UNION NATIONAL
BANK AS TRUSTEE FOR
PENNSYLVANIA HOUSING
FINANCE AGENCY, Plaintiff
v.
ALAN J. HANNAH, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 2004-14218 WACHOVIA BANK NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL

BANK AS TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. ALAN J. HANNAH, Defendants
 Real Estate: 453 EAST 13TH STREET, ERIE, PENNSYLVANIA
 Municipality: CITY OF ERIE 2ND WARD, Erie County, Pennsylvania
 Dimensions: 30 x 105
 See Deed Book 977, Page 001
 Tax I.D. (15) 2023-202
 Assessment: \$ 5,200. (Land)
 \$17,400. (Bldg)
 Improvement thereon: a residential dwelling house as identified above
 Leon P. Haller, Esquire
 Purcell, Krug & Haller
 1719 North Front Street
 Harrisburg, PA 17104
 (717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 24
Ex. #11509 of 2011
MIDFIRST BANK, Plaintiff
v.
MARJORIE A. JONES,
Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution No. 11509-2011 MIDFIRST BANK, Plaintiff vs. MARJORIE A. JONES, Defendants
 Real Estate: 2311 PROSPECT AVENUE, ERIE, PA 16510
 Municipality: City of Erie, Erie County, Pennsylvania
 See Deed Book 0733, Page 0765
 Tax I.D. (18) 5136-114
 Assessment: \$14,100. (Land)
 \$29,090. (Bldg)

Improvement thereon: a residential dwelling house as identified above
 Leon P. Haller, Esquire
 Purcell, Krug & Haller
 1719 North Front Street
 Harrisburg, PA 17104
 (717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 25
Ex. #10473 of 2011
U.S. BANK NATIONAL
ASSOCIATION TRUSTEE
FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY,
Plaintiff
v.
MARVIN MURRY A/K/A

**MARVIN LEWIS-MURRY,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution No. 10473-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. MARVIN MURRY A/K/A MARVIN LEWIS-MURRY, Defendants
Real Estate: 1234 EAST 20TH STREET, ERIE, PA 18503 [sic]
Municipality: City of Erie, Erie County, Pennsylvania
See Deed Book 0337, Page 0104
Tax I.D. (15) 2106-227
Assessment: \$ 5,900. (Land)
\$10,120. (Bldg)

Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 26

Ex. #11436 of 2011

U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff

v.

**RODNEY C. SMITH, SR.,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution No. 11436-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. RODNEY C. SMITH, SR., Defendants
Real Estate: 19 BROWN STREET, UNION CITY, PA 16438
Municipality: Borough of Union City, Erie County, Pennsylvania
Dimensions: 132 x 50
See Deed Book 1099, Page 0550
Tax I.D. (41) 14-60-8
Assessment: \$ 8,800. (Land)
\$34,800. (Bldg)

Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller

1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 27

Ex. #11671 of 2011

U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff

v.

**RICHARD L. WILLIAMS,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution No. 11671-2011 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. RICHARD L. WILLIAMS, Defendants
Real Estate: 1220 EAST 21ST STREET, ERIE, PA
Municipality: City of Erie, Erie County, Pennsylvania
See Deed Book 133, Page 351
Tax I.D. (18) 5101-230
Assessment: \$ 4,700.00 (Land)
\$13,150.00 (Bldg)

Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Aug. 26 and Sept. 2, 9

SALE NO. 28

Ex. #14570 of 2009

DEUTSCHE BANK NATIONAL TRUST COMPANY, as trustee for FFMLT TRUST 2006-FF13, MORTGAGE PASS THROUGH CERTIFICATES SERIES 2006-FF13, Plaintiff,

v.

CRAIG D. WRIGHT and EMILY C. WRIGHT, Defendants
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14570-09, Deutsche Bank National Trust, et al, vs. Craig D. Wright and Emily C. Wright, owner(s) of property situated in City of Erie, Erie County,

Pennsylvania being 521 East 30th Street, Erie, PA 16504.

Dimensions: 0.17 acres and 7,219 sq ft for land and 1,294 sq ft for building

Assessment Map Number: 18-5070-112.

Assess Value figure: 60,510.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
215 4th Avenue
Pittsburgh, PA 15222
(412) 281-1725

Aug. 26 and Sept. 2, 9

SALE NO. 29

Ex. #15534 of 2010

**Ocwen Loan Servicing, LLC,
Plaintiff**

v.

Connie L. Sackett, Defendant(s)

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Township of Greene, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit: BEING part of Tract No. 185; BEGINNING at a point in the center of the "Dutch Road", so called, approximately fifty-two (52) perches south of the intersection of the center line of said Dutch Road with the north line of Tract 185, said point of beginning at the southwest corner of the land herein described; THENCE North eighty-nine degrees, eleven minutes, twenty-five seconds east, three hundred and sixty-nine hundredths (300.69') feet to an iron pin; THENCE North zero degrees, thirteen minutes, ten seconds east, one hundred forty-five (145') feet to an iron pin; THENCE South eighty-nine degrees, eleven minutes twenty-five seconds west, three hundred and thirty-five hundredths (300.35') feet to a point in the center line of Dutch Road; THENCE South zero degrees, twenty-one minutes, twenty seconds west, along the center line of Dutch Road, one hundred forty-five (145') feet to the place of beginning. CONTAINING one (1) acre of land, more or less.

BEING PARCEL NO. (25) 17-45-24 "As described in Mortgage Book 1397 Page 863"
 BEING KNOWN AS: 10153 Dutch Road, Waterford, PA 16441
 PROPERTY ID NO.: 25-17-45-24
 TITLE TO SAID PREMISES IS VESTED IN Connie L. Sackett by Deed from Donna M. Haibach and Paul R. Haibach, her husband dated 02/26/07 recorded 02/27/07 in Deed Book 1397 Page 859.
 Udren Law Offices, P.C.
 Woodcrest Corporate Center
 111 Woodcrest Road, Suite 200
 Cherry Hill, NY 08003-3620
 856-669-5400

Aug. 26 and Sept. 2, 9

SALE NO 30

Ex. #11231 of 2009

**BANK OF NEW YORK
 AS TRUSTEE FOR THE
 CERTIFICATEHOLDERS OF
 CWALT2005-35CB, Plaintiff**

v.

**DOROTHY D. LADOW,
 Defendant(s)**

DESCRIPTION

ALL THAT CERTAIN piece of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows to wit: BEGINNING at a point in the south line of Eighth Street, three hundred thirty (330) feet West of the point of intersection of the West line of Cascade Street with the south line of Eighth Street; thence running westwardly along the south line of Eighth Street, forty-one (41) feet, three (3) inches to a point; thence southwardly at right angles, one hundred sixty-five (165) feet to a point, thence eastwardly at right angles, forty-one (41) feet, three (3) inches to a point thence northwardly at right angles one hundred sixty-five (165) feet to the place of beginning; being the east half of In-Lot Number 1143 in Square Number 60 in said City of Erie, Pennsylvania.
 Parcel (18) 3052-210
 PROPERTY ADDRESS: 1035 West 8th Street, Erie, PA 16502
 Goldbeck McCafferty & McKeever
 Attorney for Plaintiff

Suite 5000 - Mellon Independence Center, 701 Market Street Philadelphia, PA 19106-1532 (215) 627-1322

Aug. 26 and Sept. 2, 9

SALE NO. 31

Ex. #10501 of 2011

**U.S. Bank National Association,
 as Trustee for Structured Asset
 Securities Corporation, Mortgage
 Pass-Through Certificates, Series
 2005-SC1, Plaintiff**

v.

**Suzanne M. Brockett, Defendant
SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10501-11 U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2005-SC1 v. Suzanne M. Brockett, owners of property situated in the Township of Erie, Erie County, Pennsylvania being 4253 Harding Drive, Erie, Pennsylvania 16509.
 Tax I.D. No. 19-061-022.0-119.00
 Assessment: \$ 52,988.03
 Improvements: Residential Dwelling
 McCabe, Weisberg and Conway, P.C.
 123 South Broad Street, Suite 2080
 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 32

Ex. #14170 of 2010

**Bank of America, National
 Association as successor by
 merger to LaSalle Bank National
 Association ("Assignee"),
 formerly known as LaSalle
 National Bank, in its capacity
 as indenture trustee under
 that certain Sale and Servicing
 Agreement dated October 1, 2000
 among AFC Trust Series 2000-3,
 as Issuer, Superior Bank FSB, as
 Seller and Servicer, and LaSalle
 Bank National Association, as
 Indenture Trust, AFC Mortgage
 Loan Asset Backed Notes, Series
 2000-3, and any amendments
 thereto, Plaintiff**

v.

**Kelli Ann Grantham and
 William Monroe Grantham,
 Defendants**

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 14170-10 Bank of America, National Association as successor by merger to LaSalle Bank National Association ("Assignee"), formerly known as LaSalle National Bank, in its capacity as indenture trustee under that certain Sale and Servicing Agreement dated October 1, 2000 among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, as Seller and Servicer, and LaSalle Bank National Association, as Indenture Trust, AFC Mortgage Loan Asset Backed Notes, Series 2000-3, and any amendments thereto v. Kelli Ann Grantham and William Monroe Grantham, owners of property situated in the Township of North East, Erie County, Pennsylvania being 12419 Kerr Road, North East, Pennsylvania 16428.
 Tax I.D. No. 37-27-112-5.02
 Assessment: \$ 133,170.00
 McCabe, Weisberg and Conway, P.C.
 123 South Broad Street, Suite 2080
 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 33

Ex. #10146 of 2011

**EMC Mortgage Corporation
 v.**

**Tiffany A. Kosmatine and
 Branden R. Kosmatine
SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10146-11 EMC Mortgage Corporation v. Tiffany A. Kosmatine and Branden R. Kosmatine, owners of property situated in the Township of Girard, Erie County, Pennsylvania being 3575 Elk Park Road, Lake City, Pennsylvania 16423.
 Tax I.D. No. 24-6-29-3
 Assessment: \$ 93,202.33
 McCabe, Weisberg and Conway, P.C.
 123 South Broad Street, Suite 2080
 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 34

Ex. #11473 of 2011

**Vericrest Financial, Inc., as
 attorney-in-fact for LSF7 NPL
 III Trust, Plaintiff
 v.**

**John Rivers and Tammy Rivers,
Defendant**

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11473-11 Vericrest Financial, Inc., as attorney-in-fact for LSF7 NPL III Trust v. John Rivers and Tammy Rivers, owners of property situated in the Township of Springfield, Erie County, Pennsylvania being 4389 Nye Road, West Springfield, Pennsylvania 16443.

Tax I.D. No. 39-16-51-18

Assessment: \$ 102,810.00

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 35

Ex. #12624 of 2010

**Financial Freedom Acquisition
LLC, Plaintiff**

v.

Eleanor K. Smiley, Defendant

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 12624-10 Financial Freedom Acquisition LLC v. Eleanor K. Smiley, owners of property situated in the Township of Waterford, Erie County, Pennsylvania being 12823 Hood Road, Waterford, Pennsylvania 16441.

Tax ID. No. 47-19-44-12

Assessment: \$ 65,870.00

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 36

Ex. #11687 of 2011

**Vericrest Financial, Inc., as
attorney-in-fact for LSF7 NPL
IV Trust**

v.

**June M. Stacy and
Grove Blanchard**

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11687-11 Vericrest Financial, Inc., as attorney-in-fact for LSF7 NPL IV Trust v. June M.

Stacy and Grove Blanchard, owners of property situated in the Township of Erie, Erie County, Pennsylvania being 2426 Plum Street, Erie, Pennsylvania 16502.

Tax I.D. No. 19-6028-200

Assessment: \$ 122,212.38

Improvements: lot

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 37

Ex. #11351 of 2011

**Wells Fargo Bank, N.A., as
Trustee for ABFC 2006-OPT1
Trust, Asset Backed Funding
Corporation Asset-Backed
Certificates, Series 2006-OPT1,
Plaintiff**

v.

**Dennis J. Staley and
Matthew J. Staley, Defendant**

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11351-11 Wells Fargo Bank, N.A., as Trustee for ABFC 2006-OPT1 Trust, Asset Backed Funding Corporation Asset-Backed Certificates, Series 2006-OPT1 v. Dennis J. Staley and Matthew J. Staley, owners of property situated in the Township of Erie, Erie County, Pennsylvania being 3904 Stanley Avenue, Erie, Pennsylvania 16504.

Tax I.D. No. 18-052-003.0-207.00

Assessment: \$ 51,360.00

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 38

Ex. #11471 of 2011

**EverHome Mortgage Company,
Plaintiff**

v.

**Richard T. Stewart, Jr.,
Defendant**

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11471-11 EverHome Mortgage Company v. Richard T. Stewart, Jr., owners of property situated in the City of Erie, Erie

County, Pennsylvania being 938 East 30th Street, Erie, Pennsylvania 16504.

Tax I.D. No. 18-050-053-0139-00

Assessment: \$ 51,400.00

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9

SALE NO. 39

Ex. #11393 of 2010

**Financial Freedom Acquisition
LLC, Plaintiff**

v.

Mary J. Zbach, Defendants

SHORT DESCRIPTION

By virtue of a Writ of Execution filed to No. 11393-10 Financial Freedom Acquisition LLC, Plaintiff v. Mary J. Zbach, Defendants, owner of property situated in the Township of Fairview, Erie County, Pennsylvania being 1448 West 31st Street, Erie, Pennsylvania 16508.

Tax I.D. No. 19-6225-218

Assessment: \$ 66,768.17

Improvements: Lot

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 2080 Philadelphia, PA 19109

Aug. 26 and Sept. 2, 9



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**AUDIT LIST
NOTICE BY
PATRICK L. FETZNER**

**Clerk of Records,
Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the
Court of Common Pleas of Erie County, Pennsylvania**

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, August 29, 2011** and confirmed Nisi.

September 22, 2011 is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

<u>2011</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
204.	James Strong a/k/a James W. Strong	David Strong, Executor	Jeff A. Connelly, Esq.
205.	Nancy J. Borland	Michael A. Cuzzola and Laurena Prior Ambroise, Co-Executors	David R. Devine, Esq.
206.	William E. Mehl	Marilyn K. Mehl, Executrix	David J. Rhodes, Esq.
207.	Herbert Notley	Cynthia Skrekla, Executrix	Knox McLaughlin Gomall & Sennett, P.C.
208.	Louise V. Hixenbaugh a/k/a Louise Hixenbaugh	Jeffrey C. Hixenbaugh, Executor	Scott E. Miller, Esq.
209.	James L. Johnson, Jr.	James S. Bryan, Philip C. Johnson, James L. Johnson, III, Co-Executors	Knox McLaughlin Gomall & Sennett, P.C.
210.	Audrey L. Morgan	Linda S. Post, Administratrix	Darlene M. Vlahos, Esq.
211.	Helen T. Stahowic a/k/a Helen Stahowic	Wanda Obolweicz, Administratrix	Ronald J. Susmarski, Esq.
212.	Casey A. Moore	Walter H. Moore and Julie S. Moore, Administrators	Dale C. Robbins, Esq.
213.	Kenneth A. Canfield	Edward Orton, Executor	Edward Orton, Esq.

PATRICK L. FETZNER
Clerk of Records
Register of Wills &
Orphans' Court Division

Aug. 26 and Sept. 2

ESTATE NOTICES

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

FIRST PUBLICATION

**AHRENS, BEATRICE M.,
deceased**

Late of the Borough of North East, County of Erie, and State of Pennsylvania
Executrix: Sheila E. Rudesill, c/o 78 East Main Street, North East, PA 16428
Attorney: John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

**BARCIO, LAVINA,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executrix: Robert Barcio, c/o Acquista Law Office, 2525 West 26th Street, Erie, PA 16506
Attorney: Lee S. Acquista, Esquire, Acquista Law Office, 2525 West 26th Street, Erie, PA 16506

**CROSS, JAMES E.,
deceased**

Late of Millcreek Township, Erie County
Executrix: Kimberly Ann Perry
Attorney: Kevin C. Jennings, Esquire, Shapira, Hutzelman, Berlin, Ely, Smith and Walsh, 305 West 6th Street, Erie, PA 16507

**JESSEP, ARTHUR S.,
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania
Executrix: Theresa E. Jessep, c/o Raymond A. Pagliari, Esq., 558 West Sixth Street, Erie, Pennsylvania 16507
Attorney: Raymond A. Pagliari, Esq., 558 West Sixth Street, Erie, Pennsylvania 16507

**MOSER, DENNIS R.,
deceased**

Late of the City of Erie
Executrix: Daniel A. Moser, 3227 West 43rd Street, Erie, PA 16506
Attorney: None

**PAULSON, ERNESTINE,
deceased**

Late of the City of Erie, County of Erie, State of Pennsylvania
Executrix: James Paulson, c/o Acquista Law Office, 2525 West 26th Street, Erie, PA 16506
Attorney: Lee S. Acquista, Esq., Acquista Law Office, 2525 West 26th Street, Erie, PA 16506

**WAGNER, THOMAS L.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Administrator: Jennifer L. Wagner, PO Box 6486, Silver Spring, MD 20906
Attorney: None

**WEBER, HARRIET E.,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executrix: Jason Kinstler, c/o Acquista Law Office, 2525 West 26th Street, Erie, PA 16506
Attorney: Lee S. Acquista, Esq., Acquista Law Office, 2525 West 26th Street, Erie, PA 16506

SECOND PUBLICATION

**BRABENDER, RICHARD F., SR.,
a/k/a RICHARD F. BRABENDER,
deceased**

Late of Millcreek Township, Erie, Pennsylvania
Executrix: Richard F. Brabender, Jr., 2741 West 8th Street, Suite 16, Erie, PA 16505
Attorney: Robert C. Brabender, Esquire, 2741 West 8th Street, Suite 16, Erie, PA 16505

**CLARKE, RAYMOND C.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Administrator: John A. Lauer, 100 State Street, Suite 700, Erie, PA 16507-1459
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**HADBAVNY, HELEN
deceased**

Late of Wesleyville Borough, Erie County, Erie, Pennsylvania
Executrix: Denise Tarasovitch, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428
Attorney: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**HORTON, HOWARD R.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Denise Horton, c/o Ritchie T. Marsh, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorney-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**KREGER, JOHN MICHAEL,
deceased**

Late of Lawrence Park Township, Erie County, Commonwealth of Pennsylvania
Administrator: Paul E. Kreger, 2308 Lakeside Dr., Erie, PA 16511
Attorney: None

**PETTIGREW, CLARENCE B., SR.,
deceased**

Late of the City of Erie, County of Erie
Executor: Valerie Pettigrew Tarkowski, 27572 Deckards Road, Cochranon, Pennsylvania 16314
Attorney: W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**POLAKOWSKI, ANDREW K.,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Co-Administrators: Kazimierz Polakowski and Janina Polakowski, 4062 West 32nd Street, Erie, PA 16506
Attorney: James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

**SPINELLI, JOHN B.,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executor: Todd L. Spinelli, c/o 78 East Main Street, North East, PA 16428
Attorney: John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

**SZYMANSKI, MARIAN E.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: David B. Szymanski
Attorney: Kenneth G. Vasil, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**WARECKA, FRANK,
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania
Co-Executors: George S. Petro and Pamela S. Petro
Attorney: David J. Rhodes, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**WRIGHT, ROBERT L. SR.,
deceased**

Late of the Borough of Albion, County of Erie, Commonwealth of Pennsylvania
Executor: Douglas A. Wright, 1334 E. 51st Street, Ashtabula, OH 44004
Attorney: None

**YAPLE, WELLIE W., II, a/k/a
WELLIE W. YAPLE, a/k/a
WELLIE YAPLE,
deceased**

Late of Amity Township
Executrix: Holly S. Yaple
Attorney: Norman "Bud" Stark, Esquire, The Stark Law Firm, 100 State Street, Suite 210, Erie, PA 16507

THIRD PUBLICATION

**AFFRONTE, MARGARET,
deceased**

Late of the County of Erie, Commonwealth of Pennsylvania
Administrator: Richard S. Affronte, 5577 Northview Drive, Erie, PA 16511
Attorney: None

**ALLAMON, AUDREY M.,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Executrix: Debra L. Boyce
Attorney: Joseph T. Messina, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**BADOWSKI, RONALD J.,
deceased**

Late of Summit Township, Erie County, Commonwealth of Pennsylvania
Executrix: Lynn M. Blair, 9631 Oliver Road, Waterford, PA 16441
Attorney: None

**BUTTERS, KATHERINE C.,
deceased**

Late of the City of Corry, Erie County, Commonwealth of Pennsylvania
Executors: Roger Alan Butters, c/o Jeffrey D. Scibetta, 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**CLOUSER, MARGARET K.,
a/k/a MARGARET E. CLOUSER,
a/k/a MARGARET CLOUSER,
a/k/a MARGIE K. CLOUSER,
a/k/a MARGIE CLOUSER,
a/k/a MARGARET KAECHELE,
deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania
Executor: James D. Clouser, 4730 Love Road, Erie, PA 16506
Attorney: Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**CUMMINGS, KATHLEEN V.,
deceased**

Late of the City of Erie, County of Erie
Co-Executors: John C. Cummings, 356 West 25th Street, Erie, Pennsylvania 16502 and Michael J. Cummings, 3320 Sterrettania Road, Erie, Pennsylvania 16506
Attorney: W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**JÄHRIG, ANNELIESE,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania

Executor: Dieter Jährig, 1404 Central Drive, Erie, Pennsylvania 16505

Attorney: James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

**JOHNS, NORMA JEAN, a/k/a
NORMA J. JOHNS, a/k/a
NORMA P. JOHNS, a/k/a
NORMA JOHNS,
deceased**

Late of the Township of Girard, County of Erie, State of Pennsylvania

Executor: Dan E. Johns, 6120 Miller Road, Girard, Pennsylvania 16417

Attorney: James R. Steadman, Esq., 24 Main St. E., Girard, Pennsylvania 16417

**JONES, ELIZABETH A.,
deceased**

Late of the City of Erie, Erie County, Pennsylvania

Executor: James L. Jones, 2731 Holman Drive, Erie, Pennsylvania 16509

Attorney: John R. Falcone, Esq., The Gideon Ball House, 135 East 6th Street, Erie, Pennsylvania 16501

**MARUCCI, FRANK M.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania

Executrix: Catherine M. Conniff, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**POWELL, HAZEL JEAN,
a/k/a JEAN POWELL
deceased**

Late of North East Borough

Executrix: Edith Jean Clay, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Wesleyville, PA 16510

Attorney: Terrence P. Cavanaugh, Esq., 3336 Buffalo Road, Wesleyville, PA 16510

**SARACENO, ANGELO
VINCENT, a/k/a
ANGELO V. SARACENO,
a/k/a ANGELO SARACENO,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania

Executor: Sylvester A. Rucinski, 1751 Pinewood Drive, Fairview, Pennsylvania 16415

Attorney: Grant A. Yochim, Esq., Steadman Law Office, 24 Main St. E., Girard, Pennsylvania 16417

**SPINEK, THERESA A.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

Executrix: Susan C. Majchrzak
Attorney: Thomas J. Minarcik, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**TEXTER, MARIANNE,
deceased**

Late of the City of Erie, Erie County, Pennsylvania

Executor: Douglas Texter, c/o Joseph P. Martone, Esquire, McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

Attorney: Joseph P. Martone, Esquire, McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**ULRICH, DOLORES JEAN,
a/k/a DOLORES J. ULRICH,
deceased**

Late of Erie County, Pennsylvania

Executor: Christopher R. Ulrich, c/o Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501

Attorney: Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501

**YARUSSI, RITA ELEANOR,
a/k/a RITA E. YARUSSI,
deceased**

Late of Erie County, Pennsylvania

Administratrix: Linda Elizabeth Krider, c/o James A. Pitonyak, Esquire, 1001 State Street, Suite 303, Erie, PA 16501

Attorney: James A. Pitonyak, Esquire, 1001 State Street, Suite 303, Erie, PA 16501

CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

Change of address for:

KEITH H. CLELLAND

DEANNA L. HEASLEY

LAURIE A. MIKIELSKI

WAYNE G. JOHNSON, JR. ----- (814) 459-7754

Modern Tool Square ----- (f) (814) 459-8996

333 State Street, Suite 203

Erie, PA 16507 ----- *all emails will remain the same*

M. FLETCHER GORNALL

1348 South Shore Drive, 2W

Erie, PA 16505

JAMES E. BEVERIDGE ----- (814) 440-5335

2291 Columbus Drive

Erie, PA 16506 ----- *jebev@msn.com*

JESSICA A. FISCUS ----- (814) 451-1181

1001 State Street, Suite 1400 ----- (f) (814) 451-1150

Erie, PA 16501 ----- *jfiscus_99@yahoo.com*

CORRECTION TO FAX NUMBER

ERIC G. CARR ----- (f) (814) 453-2589

JOHN F. KROTO ----- (f) (814) 464-9767

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