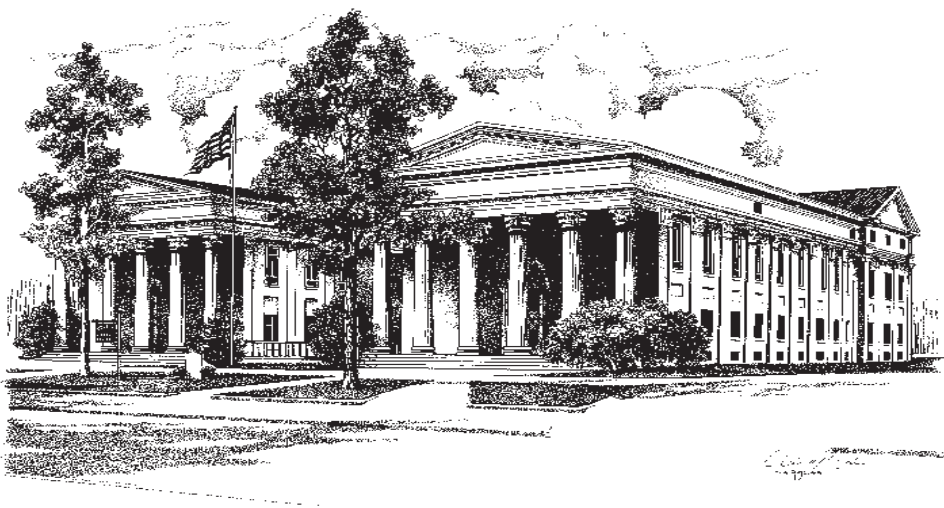


*Erie  
County  
Legal  
Journal*

March 9, 2012

Vol. 95 No. 10

USPS 178-360



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95 ERIE 9 - 17

Millcreek Township Water Authority, et al. v. Erie City Water Authority

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# Erie County Legal Journal

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

Managing Editor: Heidi M. Weismiller

**PLEASE NOTE: NOTICES MUST BE RECEIVED AT THE ERIE COUNTY BAR ASSOCIATION OFFICE BY 3:00 P.M. THE FRIDAY PRECEDING THE DATE OF PUBLICATION.**

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# Erie County Bar Association

## Calendar of Events and Seminars

### TUESDAY, MARCH 13, 2012

#### *Fundamentals of Estate Planning*

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. – 4:30 p.m. (8:30 a.m. reg.)

*Lunch is Included*

\$254 (member) \$234 (admitted after 1/1/08)

\$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 1/1/08) \$249 (nonmember)

5 hours substantive / 1 hour ethics

### TUESDAY, MARCH 13, 2012

#### *Work Product Limited Immunity and the Attorney-Client Privilege: What You Need to Know*

PBI Video Seminar

Erie County Bar Association

9:00 a.m. – 12:30 p.m. (8:30 a.m. reg.)

\$139 (member) \$119 (admitted after 1/1/08)

\$159 (nonmember)

3 hours substantive

### THURSDAY, MARCH 15, 2012

#### *Local, State & Federal Taxes Affecting Real Estate*

*Transactions*

PBI Video Seminar

Erie County Bar Association

9:00 a.m. – 1:30 p.m. (8:30 a.m. reg.)

\$139 (member) \$119 (admitted after 1/1/08)

\$159 (nonmember)

4 hours substantive

### MONDAY, MARCH 19, 2012

#### *Drafting & Modifying Residential Agreements of Sale*

PBI Groupcast Seminar

Erie County Bar Association

12:30 p.m. – 3:45 p.m. (12:00 p.m. reg.)

*Lunch is Included*

\$254 (member) \$224 (admitted after 1/1/08)

\$274 (nonmember)

*Early Registration - If you register more than 2 days before this*

*presentation you will qualify for this Early Registration Fee:*

\$229 (member) \$199 (admitted after 1/1/08) \$249 (nonmember)

3 hours substantive

### WEDNESDAY, MARCH 21, 2012

#### *Fee Agreements*

ECBA Live Lunch-n-Learn

Bayfront Convention Center

12:15 p.m. - 1:15 p.m. (11:45 a.m. lunch & reg.)

\$32 (ECBA member/non-attorney staff)

\$48 (nonmember) \$22 (Judge)

1 hour ethics

### FRIDAY, MARCH 23, 2012

#### *Medical Ethics in Your Community*

ECBA Live Seminar

Ambassador Center (behind the Courtyard Marriott)

8:30 a.m. - 3:15 p.m. (8:00 a.m. reg. and breakfast)

\$175 (ECBA member/non-attorney staff)

\$265 (non-member) \$123 (member Judge)

5.5 hours ethics

### FRIDAY, MARCH 23, 2012

#### *Vehicle Stops & Searches in Pennsylvania*

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. – 12:15 p.m. (8:30 a.m. reg.)

\$224 (member) \$204 (admitted after 1/1/08)

\$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 1/1/08) \$219 (nonmember)

3 hours substantive

### WEDNESDAY, MARCH 28, 2012

#### *Paternity Changes Coming: An Analysis*

*of K.E.M. v. P.C.S.*

ECBA Lunch-n-Learn

The Erie Club

12:15 p.m. – 1:15 p.m. (11:45 a.m. reg.)

\$32 (ECBA member/non-attorney staff)

\$48 (nonmember) \$22 (Judge)

1 hour substantive

### 2012 BOARD OF DIRECTORS

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**ATTENTION REAL ESTATE PRACTITIONERS:**

To obtain Resale Certificates and subdivision dues information for STERLING RIDGE SUBDIVISION located just off Lake Pleasant Road in Millcreek Township, Erie County, PA, please contact either of the individuals named below:

Matt Myers  
5797 Nickel Drive, Erie, PA 16509  
(814) 449-0411  
powertek800@yahoo.com

Mark Simpson  
5770 Nickel Drive, Erie, PA 16509  
(814) 440-8586  
msimpson@vertmarkets.com

Mar. 9

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**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**.*

**MILLCREEK TOWNSHIP WATER AUTHORITY and  
SUMMITT TOWNSHIP WATER AUTHORITY, Plaintiff,****v.****ERIE CITY WATER AUTHORITY a/k/a ERIE WATER WORKS,  
Defendant***MUNICIPAL AUTHORITIES / JURISDICTION*

Where one municipal water authority contracts with other municipal water authorities to sell for resale water it provides, and those other municipal water authorities include service areas that are not within the service area of the selling authority, disputes concerning the rates charged to the purchasing authorities are governed by 53 Pa.C.S.A. §5607(d)(19), and not §5609(d)(9). In such case, the parties may, by contract, provide for arbitration of disputes, and are not bound by the exclusive jurisdiction of the court of common pleas as provided for in §5609(d)(9).

*MUNICIPAL AUTHORITIES / JURISDICTION / ARBITRATION*

Municipal water authorities have the power to negotiate the terms of their contracts with other municipal water authorities relating to the sale for resale of water, and such contracts may include a term requiring the parties to arbitrate disputes arising under the contract.

*MUNICIPAL AUTHORITIES / CONTRACTS*

Section 5607(d)(19) of the Municipal Authorities Act, 53 Pa.C.S.A. §5607(d)(19), does not restrict the terms of a contract which may be entered into by a municipal authority.

*MUNICIPAL AUTHORITIES / CONTRACTS*

The very existence of a contract between one municipal water authority and other municipal water authorities for the provision of water services is evidence of the providing authority's election that 53 Pa.C.S.A. §5607(d)(9) does not apply.

*MUNICIPAL AUTHORITIES / MUNICIPAL AUTHORITIES ACT*

53 Pa.C.S.A. §5607(d)(19) grants municipal authorities the right to supply water to other municipal authorities.

*MUNICIPAL AUTHORITIES ACT / EXCLUSIVE JURISDICTION*

The Pennsylvania legislature did not include an exclusive jurisdiction provision within 53 Pa.C.S.A. §5607(d)(19), and the exclusive jurisdiction provision of 53 Pa.C.S.A. §5607(d)(9) does not pertain to §5607(d)(19) or any other of the enumerated rights of the Municipal Authorities Act.

*MUNICIPAL AUTHORITIES ACT / EXCLUSIVE JURISDICTION*

Each of the enumerated rights under 53 Pa.C.S.A. §5607(d) is separate and distinct, so an exclusive jurisdiction clause in one provision cannot be transferred to another provision if not explicitly stated.

*STATUTORY CONSTRUCTION*

Where a remedy or method of procedure is provided by an act of assembly, the directions of such act must be strictly construed.

*CONTRACT INTERPRETATION / JURISDICTION*

Where no exclusive jurisdiction provision applies, the Court must look to the intention of the contracting parties.

*CONTRACT INTERPRETATION*

Contract interpretation implores courts to avoid an interpretation which renders contract provisions purposeless, meaningless and superfluous.

*MUNICIPAL AUTHORITIES ACT / POWER TO FIX RATES*

When a municipality exercises its right to sell water to third parties, including other municipalities, its rights and duties are delineated within the contract, not the authority's statutorily delegated power to fix rates within its service area under 53 Pa.C.S.A. §5607(d)(9).

*MUNICIPAL AUTHORITIES ACT / CONTRACT INTERPRETATION*

The legislature did not intend to permit a municipality to expand its water service area by contract. Therefore, if a contract is required to provide water services, then the parties are to be held to the freely-negotiated terms of the contract.

*MUNICIPAL AUTHORITIES ACT / POWER TO FIX RATES*

An authority's exclusive power to fix rates is limited to its service area, and when two authorities contract for water services, the amount charged is governed by the contract.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,  
PENNSYLVANIA                      CIVIL DIVISION                      No. 12178-2011

Appearances:     Mark Shaw, Esq. Attorney for Plaintiffs Millcreek  
                                 Township Water Authority and Summit Township  
                                 Water Authority  
                                 Christopher Sinnott, Esq. and Charles Zwally, Esq.,  
                                 Attorney for Defendant Erie City Water Authority

**MEMORANDUM OPINION**

Dunlavey, Michael E., J.     December 15, 2011

**AND NOW to-wit**, this 14th day of December 2011, upon consideration of Defendant's Notice of Appeal and review of the record in this matter, it is hereby **ORDERED, ADJUDGED and DECREED** that the Court renders the following opinion:

**A. PROCEDURAL POSTURE**

This case stems from a June 15, 2011 complaint filed by the Millcreek Township Water Authority and the Summit Township Water Authority to Compel Arbitration on a water rate dispute between the Plaintiffs and the Defendant, Erie City Water Authority. In response to the Complaint,

several pleadings were filed by both Plaintiffs and Defendant, resulting in a hearing on September 8, 2011. As a result of the hearing, this Court ordered that the parties resolve the dispute through arbitration as dictated by the contracts.

## **B. FINDINGS OF FACT**

On November 23, 2003, the Erie City Water Authority (hereinafter the "ECWA") and the Millcreek Township Water Authority (hereinafter the "MTWA") entered into a Water Services Agreement. A similar agreement was entered into between ECWA and the Summit Township Water Authority (hereinafter the "STWA") on June 6, 2006. Both agreements provide for sale for resale water by ECWA to MTWA and STWA, respectively.

A dispute arose out of the contracts regarding the amounts Plaintiffs were charged as bulk customers, resulting in STWA and MTWA submitting written requests for mediation to ECWA under section 7.04 of the Agreements. Section 7.04 provides as follows:

### Section 7.04. Mediation; Arbitration

(a) If any dispute among the parties hereto, the dispute shall be referred to the Consulting Engineers for mediation. The referral shall be made by written notice from any one of the parties hereto to the other parties, whereby each party shall direct its Consulting Engineer to confer in an effort to resolve the dispute. If the Consulting Engineers representing the parties hereto are unable to resolve the dispute, any one of the parties may request that the Consulting Engineers select a third, independent Consulting Engineer with experience in design and operation of municipal water systems to mediate the dispute. The mediation sessions shall be informal and each party shall be permitted to make such presentations as the Consulting Engineers shall deem reasonable. The medication process hereunder shall be completed within ninety (90) days following referral of the dispute from the date of the written notice referring the dispute reference above. Each party shall bear the cost of its Consulting Engineer and the costs of the third Consulting Engineer appointed to mediate, if any, shall be divided equally among the parties. The Consulting Engineers shall have access to all records, accounts and other information relating to the dispute.

(b) If any dispute arises between the parties hereto that cannot be satisfactorily resolved by mediation by the Consulting Engineers as provided above, other than matters in which the Pennsylvania Public Utility Commission or any other court or administrative agency may have exclusive jurisdiction, the

subject of such disputes shall be submitted to the commercial dispute section of the American Arbitration Association for resolution. The costs of arbitration shall be in accordance with the Uniform Arbitration Act, 42, Pa.C.S.A. Section 7301, et seq. The arbitration award or decision shall be final and binding among the parties.

Ninety days elapsed from the time MTWA and STWA submitted their written request to ECWA and the dispute was not satisfactorily resolved by mediation. Therefore, Plaintiffs filed a Demand for Arbitration and Statement of Claim with the commercial dispute section of the American Arbitration Association. ECWA filed objections to Plaintiffs' Demand for Arbitration claiming that the matter was not subject to arbitration. The arbitration is currently being held in abeyance by the AAA until the dispute regarding the applicability of arbitration is resolved.

No issues of material fact exist in this matter, but simply a matter of law determining which section of the Municipal Authorities Act, 53 Pa. C.S.A. § 5607 applies to the dispute.<sup>1</sup>

### C. ANALYSIS

The question in this litigation are two sections of the Municipal Authorities Act (hereinafter the "Act"), Sections 5607(d)(9) and 5607(d)(19). The ECWA argues that the dispute involves water rates, thus it falls under Section 5607(d)(9), whereas MTWA and STWA argue that the dispute involves a third party contract to sell water, thus 5706(d)(19) applies. This Court finds that the two rate disputes, one between the ECWA and STWA and the second between ECWA and MTWA should be resolved under the arbitration provision present in the two contracts.

#### **1. ECWA States that § 5607(d)(9) Applies to the Dispute**

ECWA argues that this rate dispute is required to be handled under 5706(d)(9). Furthermore, ECWA states that the agreements incorporate Section 5607(d)(9)<sup>2</sup> by reference within Section 4.02(b), Rates-Standards, stating that, "Rates of E.C.W.A. shall be 'reasonable and uniform' as required by Section 5607(d)(9) of the Authorities Act, 53 Pa C.S.A. § 5607(d)(9)," thus the referenced section should apply in its entirety. Section 5607(d)(9) states as follows:

**(d) Powers.** - - Every authority may exercise all powers necessary or convenient for the carrying out of the purposes set forth in this section, including, but without limiting the generality of the foregoing, the following rights and powers:

---

<sup>1</sup> "There are no disputes of any material fact and this matter is ripe for decision." Plaintiffs' Motion for Rule to Show Cause, ¶ 17. "Admitted." Defendant's Response to Motion for Rule to Show Cause, ¶ 17.

<sup>2</sup> The STWA and ECWA Agreement refers to Section 4 B(h), the predecessor to 5706(d)(9).



. . .

(9) - To fix, alter, charge and collect rates and other charges **in the area served** by its facilities at reasonable and uniform rates to be determined exclusively by it for the purpose of providing for the payment of the expenses of the authority, the construction, improvement, repair, maintenance and operation of its facilities and properties . . . Any person questioning the reasonableness of the authority's services, including extensions thereof, may bring suit against the authority in the court of common pleas of the county where the project is located or, if the project is located in more than one county, in the court of common pleas of the county where the principal office of the project is located. The court of common pleas shall have exclusive jurisdiction to determine questions involving rates and services. Except in municipal corporations having a population density of 300 persons or more per square mile, all owners of real property in eighth class counties may decline in writing the services of a solid waste authority.

Section 5607(d)(9) only applied to a municipal authority's service area. None of the parties stipulate that Millcreek Township and Summit Township are part of ECWA's service area as required to fall within Section 5607(d)(9). In fact, the agreements between ECWA and STWA and ECWA and MTWA explicitly state that there are sections of Summit and Millcreek Townships which are not within the service area of ECWA. The service areas are designated within the agreement definitions and Article III, Service Areas, which clearly delineate that not all of the area considered by the contracts was within ECWA's service area.<sup>3</sup> If the agreements considered areas not within the service area of ECWA, then the Municipal Authorities Act permits a municipal authority, here ECWA, to provide services outside its service area.

**2. MTWA and STWA States that Section 5607(d)(19) Applies**

MTWA and STWA claim that the dispute is governed by § 5607(d)(19) because the agreement is between a municipal authority and third parties, not to customers within the service area, as indicated by the presence of separate contracts between the entities. The Act grants municipalities the right to enter into contracts with third parties, as found under Section

<sup>3</sup> "M.T.W.A. Service Area" means the portion of the Township which are served by the M.T.W.A. Water Systems as more particularly described and set forth on Exhibit A are attached hereto and made a part hereof." *Water Service Agreement between MTWA and ECWA*, Article I, Definitions.

"S.T.W.A. Service Area" means the portion or portions of the Township which are served by the S.T.W.A. Water Systems as more particularly described and set forth on Exhibit A attached hereto and made a part hereof."

5607(d)(19) of the Act, which states as follows:

(19) To enter into contracts to supply water and other services to and from municipalities that are not members of the authority or to and for the Commonwealth, municipalities, school districts, persons or authorities and fix the amount to be paid therefore.

When ECWA decided to contract with STWA and MTWA, it utilized the right granted under Section 5607 (d)(19). The contracts did not place exclusive jurisdiction with the Court of Common pleas for rate disputes, but rather included an arbitration clause.

Section 5607(d)(19) does not restrict the terms of a contract which may be entered into by a municipal authority. Therefore, ECWA, STWA and MTWA had the power to negotiate the terms of the contracts, to include a term requiring the parties to arbitrate disputes arising under the contract. Gaffer Ins. Co. v. Discovery Reinsurance Co., 936 A.2d 1109, 1115 (Pa. Super. 2007).

### **3. This Court finds that §5607(d)(19) Applies**

When the ECWA chose to provide water services to SWTA and MTWA, it determined that 5607(d)(9) did not apply, evidenced by the very existence of the third-party contracts created by the parties. If ECWA believed that it had the right to provide water to SWTA and MTWA via its service area, then no contracts would have been required. Thus, this Court evaluates the rights and jurisdiction granted under the Act's Section 5607(d)(19).

Section 5607(d)(19) grants municipal authorities the right to contract to supply water to other municipal authorities. Once ECWA and MTWA and STWA decided to collaborate on water services, two agreements were drafted and signed under the right vested to the ECWA under Section 5607(d)(19). The contracts, freely entered into, each included an arbitration clause. This Court must determine if the arbitration clauses are permitted under the Act and, if so, if the arbitration clause applies to the dispute at hand under contract interpretation.

#### **a. Section 5607(d)(19) Does Not Grant Exclusive Jurisdiction to the Court of Common Pleas**

Section 5607(d)(19) does not contain an exclusive jurisdiction provision. The exclusive jurisdiction provision of Section 5607(d)(9) does not pertain to Section (d)(19), or any other of the enumerated rights of the Act. Each of the enumerated rights under Section 5607(d) is separate and distinct, so an exclusive jurisdiction clause in one provision cannot be transferred to another provision if not explicitly stated. The Pennsylvania legislature did not include an exclusive jurisdiction provision within Section 5607(d)(19). Thus, "[w]here a remedy or

method of procedure is provided by an act of assembly, the directions of such act must be strictly construed. *Gaebel v. Thornbury Township*, 303 A.2d 57, 60 (Pa. Cmwlth. 1973) (citing *Knup v. Philadelphia*, 126 A.2d 399 (Pa. 1956)). This Court cannot override legislative intent not to include an exclusive jurisdiction provision. Therefore, the Court must look to the intent of the parties in negotiating the agreements.

### **b. Interpretation of Agreements Between ETWA and STWA and ECWA and MTWA**

The parties negotiated the terms of the agreements to include a rates section and an arbitration clause. While the arbitration clause did include a provision to remove disputes with exclusive jurisdiction from the arbitration arena, ECWA has not established that the rate dispute under the agreements between STWA and MTWA are subject to the exclusive jurisdiction of the Erie County Court of Common Pleas.

ECWA relies on one sentence mentioning Section 5607(d)(9) within the Rates, Standards section of the agreements, as intending to incorporate the entire statutory section into the agreements. This argument cannot be accepted by this Court. The fact the contract mentions only three words of Section 5607(d)(9) explicitly precludes this Court from permitting the entirety of the statute section to prevail under the contract interpretation principle of *expresso unis exclusion alterius*, the expression of one thing is the exclusion of the other. This Court must find that the parties only meant to include that the rates would be "reasonable and uniform," not the exclusive jurisdiction clause as it was not included by the parties, but rather excluded.

This Court must adhere to another general concept of contract interpretation. If this Court were to determine that the Erie County Court of Common Pleas has exclusive jurisdiction over the rate disputes between ECWA and STWA and MTWA, then it would in essence be finding that the arbitration sections and the rates sections of the agreements are superfluous and purposeless. Contract interpretation implores courts to avoid an interpretation which renders contract provision "purposeless, meaningless and superfluous." *Gaffer Ins. Co.*, 936 A.2d at 1115. Therefore, this Court respects the contract provisions freely negotiated by the parties as binding finding that the rate disputes between the parties do not fall under Section 5607(d)(9) of the Act, but rather Section 5607(d)(19).

### **c. Statutory Interpretation of 5607(d)(9) and 5607(d)(19)**

ECWA's reliance on Section 5607(d)(9) is misplaced. ECWA exercised its right to sell water outside its service area under the terms of two separate and distinct contracts with similar terms. When a municipality exercises its right to sell water to third parties, including other municipalities, its

rights and duties are delineated within the contract, not the authority's statutorily delegated power to fix rates within its service area under 5607(d)(9). *Beaver Falls Municipal Authority v. Municipal Authority of the Borough of Conway*, 689 A.2d 379, 383 (Pa. Cmwlth. 1997) appeal denied, 704 A.2d 639 (Pa. 1997) (holding that when an authority sells water outside its service area, "the terms of the sale of water are to be fixed by contract, and the rights and duties of the parties are limited to those set forth in the contract"). This Court agrees with the *Beaver Falls* Court that the legislature did not intend to permit a municipality to expand its service area by contract. Therefore, if a contract is required to provide water services, then the parties are to be held to the freely negotiated terms of the contract.

In *Township of Raccoon v. The Municipal Water Authority of the Borough of Aliquippa*, 598 A.2d 757 (Pa. Cmwlth. 1991), appeal denied, 606 A.2d 904 (Pa. 1992), the Commonwealth Court held that an authority's exclusive power to fix rates is limited to its service area, and that when two authorities contract for water services, the amount charged for such services is governed by the contract. *Township of Raccoon* interpreted a prior version of the Municipality Authority Act, 53 P.S. § 306 B, which enumerated the rights of a municipal authority. The case revolved around subsections 4 B(h) and 4 B(p) which are similar to §§ 5607(0)(9) and (19) of the current Act. Here, the Court reiterated its finding in *Township of Aston v. Southwest Delaware County Municipal Authority*, 535 A.2d 725, 728 (Pa. Cmwlth. 1988), stating that:

"while Section 4 B(h) speaks of fixing reasonable and uniform rates "in the area served by [a municipality authority's] facilities," there is no such limitation where an authority contracts with another, presumably outside that area. In the case of a contract under Section 4 B(p), a municipal authority is given the power to fix the rates to be paid for its services, without the statutory limitation that they be "reasonable and uniform." The discrepancy is not illogical when the difference between the two situations is examined. In the first case, under Section 4 B(h), a municipal authority is granted the exclusive authority to set rates for its services. The recipient of these services has no input into the ratemaking process. It is therefore protected by the provision requiring the rates to be reasonable and uniform and subject to judicial review. Such is not the case when two municipal bodies contract for services, as under Section 4 B(p). That section allows a municipal authority to fix the rate for its services, but that rate, of course, will be the subject of negotiation before a contract is concluded."

This Court believes that *Township of Raccoon* and *Township of Aston* clearly state that if a municipal authority contracts with a third party for services, then the parties are bound by terms of their contracts.

If the legislature had contemplated third-party sales to be handled under Section 5607(d)(9), then this Court would have to find Section 5607(d)(19) superfluous since it permits the amount to be paid by third parties to be fixed by contract, not by the providing authority.

#### **D. CONCLUSION**

General contract interpretation principles and statutory interpretation of the Municipal Authorities Act, 53 Pa. C.S.A. 5607(d)(9) and (d)(19) require this Court to find that the rate dispute between ECWA and SWTA, as well as the rate dispute between ECWA and MTWA, are required to adhere to the freely negotiated arbitration clauses contained within the respective agreements.

**BY THE COURT:**

/s/ **MICHAEL E. DUNLAVEY, JUDGE**

**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**

1. The fictitious name is GOHRS on Demand
2. The address of the principal place of business is: 5502 Mill Street, Erie, Pennsylvania 16509
3. The name and address of the parties to the registration are: Ken Menale 5502 Mill Street, Erie, Pennsylvania 16509 and MVP Printing & Promotional Products, LLC. 5502 Mill Street, Erie, Pennsylvania 16509.
4. The application for registration of the fictitious name was filed with the Department of State under the Fictitious Name Act on February 27, 2012.

Melissa M. Romero, Esquire  
 Agresti Law Firm  
 4934 Peach Street  
 Erie, Pennsylvania 16509

Mar. 9

**INCORPORATION NOTICE**

NOTICE is hereby given that ECBC Event Promotions has been incorporated under the provisions of the Business Corporation Law of 1988.

Craig A. Zonna, Esq.  
 Elderkin Law Firm  
 150 E. 8th St.  
 Erie, PA 16501

Mar. 9

**INCORPORATION NOTICE**

NOTICE is hereby given that Osterberg Refrigeration, Inc. has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

Grant M. Yochim, Esquire  
 Steadman Law Office  
 24 Main Street East, P.O. Box 87  
 Girard, PA 16417

Mar. 9

**LEGAL NOTICE**

ATTENTION: AMIE MAY  
 MORTON AND AARON  
 PATTERSON

**INVOLUNTARY TERMINATION  
 OF PARENTAL RIGHTS**

IN THE MATTER OF THE  
 ADOPTION OF MINOR MALE  
 CHILD (T.W.P.) DOB: 07/06/2010  
 74 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 April 3, 2012, at 9:30 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.

Mar. 9

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Case No. 1:11-cv-00135, I shall expose to public sale the real property of Virginia L. Bauerle known as 156 High Street, Bradford, PA 16701, and more fully described in the Deed recorded in the McKean County Recorder of Deeds Office at Deed Book Volume 343, Page 811.

**TIME AND LOCATION OF SALE: Monday, April 2, 2012 at 10:30 A.M. at the McKean County Courthouse, Front Steps, 500 West Main Street, Smethport, PA 16749**

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale 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 Ms. 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 the Marshal's Office 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. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. 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 time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Ms. Cathy Diederich at 314-457-5514.

Mar. 2, 9, 16, 23

**LEGAL NOTICE**

**MARSHAL'S SALE:** By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Civil No. 1:11-cv-00121, I shall expose to public sale the real property of Gary L. McGregor known as 101 Averill Street, Warren, PA 16365, which is fully described in the Deed dated February 21, 1990, recorded in the Warren County Recorder of Deeds Office at Deed Book Volume 289, Page 188.

**TIME AND LOCATION OF SALE: Friday, March 30, 2012 at 10:30 A.M. in the Lobby, Warren County Sheriff's Office, 401 Mark Street, Warren, PA 16365.**

**TERMS OF SALE:** Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale 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 Ms. 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 the Marshal's Office 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. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. 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 time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit [www.resales.usda.gov](http://www.resales.usda.gov) or contact Mr. Daniel Varland at 314-457-5489.

Feb. 24 and Mar. 2, 9, 16

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**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

**March 16, 2012  
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

Feb. 24 and Mar. 2, 9

**SALE NO. 1**

**Ex. #12524 of 2010  
Household Finance Consumer  
Discount Company, Plaintiff  
v.**

**Gregory Askins  
Shelly Gross, Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie, and State of Pennsylvania and being more fully described as follows, to wit:

BEGINNING at the point of intersection of the south line of Thirtieth Street with the east line of Raspberry Street; thence eastwardly along the south line of Thirtieth Street, Ninety-five and ninety-hundredths (95.90) feet to a point;

thence southwardly thirty-five (35) feet to a point; thence westwardly and parallel with Thirtieth Street, ninety-five and fifty-three hundredths (95.53) feet to a point in the east line of Raspberry Street; thence northwardly (inadvertently omitted in previous deed description) thirty-five (35) feet to the place of beginning.

Having erected thereon a two-story brick veneer dwelling and being known and numbered as 3001 Raspberry Street, Erie, Pennsylvania 16508.

ERIE COUNTY TAX ASSESSMENT NO. (19) 6038-223 BEING KNOWN AS: 3001 Raspberry Street, Erie, PA 16508

PROPERTY ID NO.: (19) 6038-223 TITLE TO SAID PREMISES IS VESTED IN Gregory R. Askins and Theresa Askins, his wife by Deed from Greg Askins dated 10/15/04 recorded 11/02/04 in Deed Book 1186 page 1302.

Paige M. Bellino, Esq.

PA ID #309091

Udren Law Offices, P.C.

Woodcrest Corporate Center

111 Woodcrest Road, Suite 200

Cherry Hill, NJ 08003-3620

856-669-5400

Feb. 24 and Mar. 2, 9

**SALE NO. 2**

**Ex. #11997 of 2010**

**PNC Mortgage, a division of  
PNC Bank, NA, Plaintiff  
v.**

**Joseph B. Jaros  
Kristy L. Jaros, Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situation in the Township of Summit, County of Erie and State of Pennsylvania, being part of Tract No. 259 in said Township and more particularly bounded and described as based upon a survey made by R.M. Fry, Registered Engineer No. 2418, on October 19, 1966, as follows, to wit;

BEGINNING at a point in the center line of the Oliver Road, at the southwest corner of lands of Arthur Haibuch, as described in Deed Book 377 at page 522, said beginning point also being the northwest

corner of lands of William Gribbon; thence north thirteen degrees east (N 13°E) (Designated in error as "N13°W" in Deed Book 742, page 228) along the center line of Oliver Road, one hundred fifty-three and ninety-five hundredths (153.95) feet to a point; thence east, passing over an iron pin in the east side of the road, five hundred (500) feet to an iron pin; thence south one hundred fifty (150) feet to an iron pin in the north line of lands of William Gribbon; thence west along the north line of lands of William Gribbon, five hundred thirty-four and sixty-three hundredths (543.63) feet to the place of beginning. Containing 1.78 acres of land more or less.

**AND ALSO**

ALL that certain piece or parcel of land situate in the Township of Summit, County of Erie and State of Pennsylvania, and being more particularly bounded and described as follows, to wit;

BEGINNING at a point in the center line of the Oliver Road at the southwest corner of lands of Verna J. Haibach, in Deed Book 1063, page 623; thence, eastwardly along lands of Verna J. Haibach as aforesaid, three hundred (300) feet to a point; thence southwardly, parallel with the Oliver Road, fifty (50) feet to a point; thence westwardly, parallel with the south line of lands of Verna J. Haibach aforesaid, three hundred (300) feet to a point in the center line of Oliver Road, thence northwardly, along the center line of Oliver Road, fifty (50) feet to the place of beginning.

BEING KNOWN AS: 8681 Oliver Road, Erie, PA 16509

PROPERTY ID NO.: 40-19-82-11 TITLE TO SAID PREMISES IS VESTED IN Joseph B. Jaros and Kristy L. Jaros, his wife, as tenants by the entireties with the right of survivorship in the survivor of them by Deed from George J. Borsuk and Denise M. Borsuk, his wife, by George Borsuk, attorney in fact for Denise M. Borsuk, also known as Denise Borsuk dated 12/06/1999 recorded 12/09/2009 in Deed Book 677 page 2177.

Harry B. Reese, Esq.  
 ID #301501  
 Udren Law Offices, P.C.  
 Woodcrest Corporate Center  
 111 Woodcrest Road, Suite 200  
 Cherry Hill, NJ 08003-3620  
 856-669-5400

Feb. 24 and Mar. 2, 9

**SALE NO. 3**

**Ex. #10743 of 2011**

**BAC Home Loans Servicing, LP,  
 Plaintiff**

v.

**Craig D. McEndree  
 Melanie D. McEndree,  
 Defendant(s)**

**LEGAL DESCRIPTION**

ALL that certain piece or parcel of land situate in: The Township of Lawrence Park, Erie County, Pennsylvania, bearing Erie County Assessment No. (29) 006-013.0-012.00, bounded and described as follows, to-wit: BEING Lot Number thirty-two (32) in Block "B" of a replot of Lake Cliff Park Subdivision, in Tract 248, as shown on a plot of said subdivision recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania, in Map Book No. 4, at pages 118 and 119. Having erected thereon a one and one-half story roman rough brick dwelling and being commonly known as 319 Joliette Avenue, Lawrence Park Township, Erie, PA 16511 DESIGNATED AS TAX PARCEL NO. 29006013001200 AS DESCRIBED IN MORTGAGE BOOK 1439 PAGE 1878 BEING KNOWN AS: 319 Joliette Avenue, Erie, PA 16511 PROPERTY ID NO.: (29) 6-13-12 TITLE TO SAID PREMISES IS VESTED IN Craig D. McEndree and Melanie D. McEndree, his wife by Deed from C. Joseph Norder and Carolyn L. Norder, his wife and Richard D. Weismiller and Heather N. Weismiller, his wife dated 08/10/07 recorded 08/15/07 in Deed Book 1439 page 1874. Kassia Fialkoff, Esquire PA ID #310530 NJ ID #000122011 Attorney for Plaintiff Udren Law Offices, P.C. Woodcrest Corporation Center

111 Woodcrest Road, Suite 200  
 Cherry Hill, NJ 08003-3620  
 856-669-5400

Feb. 24 and Mar. 2, 9

**SALE NO. 5**

**Ex. #13748 of 2011**

**Marquette Savings Bank**

v.

**Frank M. Case, Jr.  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2011-13748, Marquette Savings Bank vs. Frank M. Case, Jr., owner of property situate in the Borough of Cranesville, Erie County, Pennsylvania being: 10254 Crane Street, Cranesville, Pennsylvania.  
 2.39 acres  
 Assessment Map Number: (9) 4-3-16  
 Assessed Value Figure: \$52,650.00  
 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 6**

**Ex. #14075 of 2011**

**Marquette Savings Bank**

v.

**Nedim Ibrahimovic and  
 Muniba Ibrahimovic  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 14075-2011 Marquette Savings Bank vs. Nedim Ibrahimovic and Muniba Ibrahimovic, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2512 Brandes Street, Erie, Pennsylvania.  
 42.5 x 44 and 60 x 40  
 Assessment Map Number: (18) 5043-138 and 104  
 Assessed Value Figure: \$23,500.00 (18) 5043-138 \$ 600.00 (18) 5043-104  
 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 7**

**Ex. #13465 of 2011**

**Marquette Savings Bank**

v.

**Grant E. Zellefrow  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 13465 - 2011, Marquette Savings Bank vs. Grant E. Zellefrow, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 814 Cherry Street, Erie, Pennsylvania.  
 32 x 100 irregular  
 Assessment Map Number: (16) 3035-252  
 Assessed Value Figure: \$20,760.00  
 Improvement Thereon: Residence Eugene C. Sundberg, Jr., Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 8**

**Ex. #10801 of 2011**

**NORTHWEST SAVINGS  
 BANK, Plaintiff**

v.

**MARY FRANCES SCHENLEY,  
 Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed at No. 2011-10801, Northwest Savings Bank vs. Mary Frances Schenley, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2621 Jackson Avenue, Erie, Pennsylvania.  
 86.125' x 32 1/2' x 86.125' x 32 1/2'  
 Assessment Map Number: (18) 5056-224  
 Assessed Value Figure: \$44,600.00  
 Improvement Thereon: Residence Kurt L. Sundberg, Esq.  
 Marsh Spaeder Baur Spaeder & Schaaf, LLP  
 Suite 300, 300 State Street  
 Erie, Pennsylvania 16507  
 (814) 456-5301

Feb. 24 and Mar. 2, 9

**SALE NO. 9**

**Ex. #11040 of 2011**

**PNC BANK, NATIONAL  
 ASSOCIATION**

v.

**TERRY GRAHAM  
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 11040-11 PNC BANK, NATIONAL ASSOCIATION vs. TERRY GRAHAM, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 327 WILSON STREET, ERIE, PA 16510

(14) 10-28-22 - 0.2162 Acres  
(14) 10-28-222 - 0.0878 Acres  
Assessment Map number:  
(14) 10-28-22 & (14) 10-28-222  
Assessed Value figure:  
(14) 10-28-22 - \$13,030.00.  
(14) 10-28-222 - \$800.00

Improvement thereon: Residential Dwelling

Michael C. Mazack, Esq.  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-5506

Feb. 24 and Mar. 2, 9

**SALE NO. 10**

**Ex. #13011 of 2009**

**BANK OF AMERICA, N.A. AS  
SUCCESSOR BY MERGER  
TO BAC HOME LOANS  
SERVICING, LP F/K/A  
COUNTRYWIDE HOME  
LOANS SERVICING, LP,  
Plaintiff**

v.

**FELICIA BURLINGAME  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13011-09

BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING, LP vs. FELICIA BURLINGAME  
Amount Due: \$55,574.40

FELICIA BURLINGAME, owner(s) of property situated in the BOROUGH OF WESLEYVILLE, Erie County, Pennsylvania being 2053 WATER STREET, ERIE, PA 16510-1869

Dimensions: 33.33 X 85  
Acreage: 0.0650  
Assessment Map number:  
50002035001700  
Assessed Value: \$43,250.00  
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

Feb. 24 and Mar. 2, 9

**SALE NO. 11**

**Ex. #13733 of 2010**

**CITIMORTGAGE, INC.,  
Plaintiff**

v.

**MICHAEL D. FORSYTH  
JULIET D. FORSYTH,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13733-10

CITIMORTGAGE, INC. vs. MICHAEL D. FORSYTH and JULIET D. FORSYTH  
Amount Due: \$59,035.57

MICHAEL D. FORSYTH and JULIET D. FORSYTH, owner(s) of property situated in BOROUGH OF WESLEYVILLE, Erie County, Pennsylvania being 2407 STATION ROAD, ERIE, PA 16510-1947

Dimensions: 44.8 X 125  
Acreage: 0.1286  
Assessment Map number:  
50002041004000  
Assessed Value: \$46,810

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

Feb. 24 and Mar. 2, 9

**SALE NO. 12**

**Ex. #13718 of 2011**

**WELLS FARGO BANK, N.A.,  
Plaintiff**

v.

**TIMOTHY J. HEIRLS,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13718-11

WELLS FARGO BANK, N.A. vs. TIMOTHY J. HEIRLS  
Amount Due: \$48,500.59

TIMOTHY J. HEIRLS, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being

2703 POST AVENUE, ERIE, PA 16508-1001  
Dimensions: 75.22 X 121.54  
Acreage: .2406

Assessment Map number:  
19062040031000

Assessed Value: \$63,570.00  
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

Feb. 24 and Mar. 2, 9

**SALE NO. 13**

**Ex. #14941 of 2010**

**BANK OF AMERICA, N.A.  
SUCCESSOR BY MERGER  
TO BAC HOME LOANS  
SERVICING, LP, Plaintiff**

v.

**JOHN M. HICKMAN,  
Defendant(s)**

**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14941-10

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP vs. JOHN M. HICKMAN  
Amount Due: \$73,823.15

JOHN M. HICKMAN, owner(s) of property situated in BOROUGH OF LAKE CITY, Erie County, Pennsylvania being 1820 CHESTNUT STREET, LAKE CITY, PA 16423-1401  
Dimensions: 45 X 99.05  
Acreage: 0.1034  
Assessment Map number:  
28-013-017.0-010.00

Assessed Value: 59,450.00

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

Feb. 24 and Mar. 2, 9

**SALE NO. 14**

**Ex. #12161 of 2010**

**BANK OF AMERICA, N.A. AS  
SUCCESSOR BY MERGER  
TO BAC HOME LOANS  
SERVICING, LP, Plaintiff**

**v.**  
**DAVID J. LOGUE, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12161-10  
 BANK OF AMERICA, N.A. AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP vs. DAVID J. LOGUE  
 Amount Due: \$104,318.20  
 DAVID J. LOGUE, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 1220 OREGON AVENUE, ERIE, PA 16505-3734  
 Dimensions: 70 X 100  
 Acreage: 0.1607  
 Assessment Map number: 33-035-074.0-011.00  
 Assessed Value: \$95,200  
 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  
 Feb. 24 and Mar. 2, 9

**SALE NO. 15**  
**Ex. #13258 of 2011**  
**U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005KS12, Plaintiff**  
**v.**  
**PAUL P. NOLAN, Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13258-11  
 U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005KS12 vs. PAUL P. NOLAN  
 Amount Due: \$66,191.35  
 PAUL P. NOLAN, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 2222 JAMES AVENUE, ERIE, PA 16506-2342  
 Dimensions: 67.89 x 140  
 Acreage: 0.2182  
 Assessment Map number: 33-052-219.0-017.00  
 Assessed Value: 78,670.00  
 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  
 Feb. 24 and Mar. 2, 9

**SALE NO. 16**  
**Ex. #14463 of 2010**  
**WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC., Plaintiff**  
**v.**  
**THOMAS B. PANGBORN A/K/A THOMAS BRIAN PANGBORN GAIL SQUIRES A/K/A GAIL PANGBORN Defendant(s)**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14463-10  
 WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC. vs. THOMAS B. PANGBORN A/K/A THOMAS BRIAN PANGBORN and GAIL SQUIRES A/K/A GAIL PANGBORN  
 Amount Due: \$74,671.49  
 THOMAS B. PANGBORN A/K/A THOMAS BRIAN PANGBORN and GAIL SQUIRES A/K/A GAIL PANGBORN, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 1636 WEST 39TH STREET, ERIE, PA 16509-1132  
 Dimensions: 50 X 129.70  
 Acreage: 0.1489  
 Assessment Map number: 19-061-072.0-328.00  
 Assessed Value: \$65,460  
 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  
 Feb. 24 and Mar. 2, 9

**SALE NO. 18**  
**Ex. #13816 of 2011**  
**Wells Fargo Bank, NA., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee**  
**v.**  
**Christopher A. Ackerman and**

**Veronica F. Ackerman**  
**LEGAL DESCRIPTION**

All that certain piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, being further bounded and described as follows, to-wit:  
 BEGINNING at a point on the southeasterly line of West 39th Street, at the dividing line between Lots 5 and 6 in Orchard Park Center Subdivision according to a plot thereof recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania in Map Book 5 at pages 174 and 175; thence along the southeasterly line of West 39th Street. North 61 degrees 07 minutes and 21 seconds East, a distance of sixty-nine and twenty-nine hundredths (69.29) feet to a point: thence along the southwesterly line of the Pollock Subdivision recorded in the Recorders Office of Erie County, Pennsylvania in Map Book 2, pages 70 and 79, South 28 degrees 23 minutes 39 seconds East a distance of one hundred sixty-seven and seventy-seven hundredths (167.77) feet to a point in the centerline of White Oak Lane now vacated (by Ordinance 24 of 1954 of the City of Erie); thence along the center line of said vacated White Oak Lane, South 61 degrees 28 minutes 21 seconds West, a distance of seventy-one and seventy-one hundredths (71.71) feet to a point; thence along the dividing line between Lots 5 and 6 in said Plan, North 27 degrees 33 minutes 39 seconds West a distance of one hundred sixty-seven and thirty-four hundredths (167.34) feet to a point, the place of beginning.  
 HAVING erected thereon a one-family frame dwelling and garage known as 1427 West 39th Street, Erie, Pennsylvania, and bearing Erie County Index No. (19) 6136-117.  
 BEING the same premises which Samuel R. Pierce, Jr., Secretary of Housing and Urban Development of Washington D.C. by Deed dated March 15, 1987 and recorded March 23, 1987 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 0006

Page 1087, granted and conveyed unto Christopher A. Ackerman and Veronica F. Ackerman.  
 PROPERTY ADDRESS: 1427 West 39th Street, Erie, PA 16509  
 PARCEL ID # (19) 6138-117  
 Attorney for Plaintiff:  
 Kevin P. Diskin, Esquire  
 Stern and Eisenberg, PC  
 The Pavilion  
 261 Old York Road, Suite 410  
 Jenkintown, PA 19046  
 (215) 572-8111

Feb. 24 and Mar. 2, 9

**SALE NO. 20**

**Ex. #13811 of 2011**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**

v.

**STEPHANIE P. ALLEN, Defendant**

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 13811-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. STEPHANIE P. ALLEN, Defendant Real Estate: 508 HESS AVENUE, ERIE, PENNSYLVANIA 16507 Municipality: City of Erie, Erie County, Pennsylvania See Deed Book 1021, Page 581. Tax I.D. (14) 1044-204 Assessment: \$ 6,900. (Land)

\$34,030. (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

Feb. 24 and Mar. 2, 9

**SALE NO. 21**

**Ex. #13815 of 2011**  
**U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**

v.

**ELIZABETH A. GUELCHER, Defendants**

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 13815-11 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. ELIZABETH A. GUELCHER, Defendants

Real Estate: 535 EAST 8TH STREET, ERIE, PA 16503 Municipality: City of Erie, Erie County, Pennsylvania See Deed Book 0250, Page 0359 Tax I.D. (15) 2026-215 Assessment: \$ 5,700. (Land)

\$21,660. (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

Feb. 24 and Mar. 2, 9

**SALE NO. 22**

**Ex. #13858 of 2011**  
**Erie Federal Credit Union, Plaintiff**

v.

**Anita L. Brewer, Defendant**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 13858-11, Erie Federal Credit Union v. Anita L. Brewer, Owner(s) of property situated in Erie, Erie County, Pennsylvania being 1030 West 4th Street, Erie, PA 16507

All that certain piece or parcel 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 North line of Fourth Street two hundred and eighty (280) feet westwardly from the intersection of the west line of Cascade Street with the north line of Fourth Street; thence westwardly along the north line of Fourth Street forty (40) feet; thence northwardly in a line parallel with Cascade Street one hundred and sixty-five (165) feet; thence eastwardly in a line parallel with Fourth Street forty (40) feet and thence southwardly in a line parallel with Cascade Street one hundred and sixty-five (165) feet to

the north line of Fourth Street, the place of beginning.

Said premises have erected thereon a dwelling commonly known as 1030 West 4th Street and are further identified by Erie County Assessment Index No. (17) 4033-134.

BEING KNOWN As 1030 West 4th Street, Erie, PA 16507

Assessment Map number: 17-4033-134

Assessed Value figure: \$46,540.00 Improvement thereon: Residential Dwelling

Martha E. Von Rosenstiel, Esquire No. 52634

Jacqueline F. McNally, Esquire No. 201332

649 South Avenue, Unit #6 P.O. Box 822

Secane, PA 19018 (610) 328-2887

Feb. 24 and Mar. 2, 9

**SALE NO. 24**

**Ex. #13836 of 2011**  
**DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR, MSAC 2007-SEA1, Plaintiff**

v.

**KYRA A. LUBIN DANIEL R. LUBIN, Defendant(s)**  
**DESCRIPTION**

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

BEGINNING at a stake in the North side of Main Street, in the town of West Springfield; thence North 32 degrees 30' West, twenty four (24) rods and six (6) links to a stake in the East line of lands now or formerly of A.J. Thomas; thence North 30 degrees East, along said Thomas line, fourteen (14) rods and five (5) links to a stake; Thence southeast to the north side of Main Street, thirty-five (35) rods and five (5) links to a post; thence along said North side of said street, eight (8) rods and fourteen (14) links to the place of beginning.

PROPERTY ADDRESS: 13718 West Ridge Road, West Springfield,

PA 16443  
 KML Law Group, P.C.  
 Attorney for Plaintiff  
 Suite 5000 - BNY Independence  
 Center, 701 Market Street  
 Philadelphia, PA 19106  
 (215) 627-1322  
 Feb. 24 and Mar. 2, 9

**SALE NO. 26**

**Ex. #10372 of 2011**  
**Beneficial Consumer Discount  
 Company, d/b/a Beneficial  
 Mortgage Co. of Pennsylvania**  
 v.

**Ismael Camacho and  
 Deborah Camacho**

**LEGAL DESCRIPTION**

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

Beginning at an iron pipe in the western line of Harper Drive three hundred seventy-seven and five tenths (377.5) feet northerly from where the western line of Harper Drive intersects the northern line of West 15th Street as recorded in Map Book 3, pages 383 and 384 in the Recorder's Office of Erie County, Pennsylvania; thence south sixty-three degrees, twenty-one minutes (63° 21') west and parallel with West 15th Street, four hundred six and fifteen hundredths (406.15) feet to a point; thence north twenty-six degrees eleven minutes (28° 11') [sic] west, fifty-two and five tenths (52.5) feet to a point; thence north sixty-three degrees, twenty-one minutes (63° 21') east, and parallel with West 15th Street, four hundred five and six tenths (405.6) feet to an iron pipe in the western line of Harper Drive; thence south twenty-six degrees, and forty-seven minutes (26° 47') east along the western line of Harper Drive, fifty-two and five tenths (52.5) feet to the place of beginning, and being part of Lot 52 in Tracy Acres, Subdivision. Having erected thereon a one-story frame dwelling known as 1322 Harper Drive, Erie, Pennsylvania, and bearing Erie County Tax Index No. (33) 34-171-50.

SUBJECT to all valid and subsisting conditions, covenants, restrictions, reservations, exceptions, setbacks, rights-of-way and easements of record and/or those that are visible to a physical inspection and all laws, regulations, and restrictions, including building and zoning ordinances, of municipal and other governmental authorities applicable to and enforceable against the above-described property.

BEING the same premises which Joseph A. Oros and Paula M. Oros, husband and wife, by Deed dated August 31, 1998 and recorded September 30, 1998 in the Office of the Recorder of Deeds in and for Erie County in Deed Book 590 Page 1880, as Instrument Number 1998-038588, granted and conveyed unto Ismael Camacho and Deborah Camacho, husband and wife, as tenants by the entireties with the right of survivorship in the survivor thereof, in fee.

Property Address: 1322 Harper Drive, Erie, PA 16505  
 Attorney for Plaintiff:  
 Steven K. Eisenberg, Esquire  
 Stern and Eisenberg, PC  
 The Pavilion  
 261 Old York Road, Suite 410  
 Jenkintown, PA 19046  
 (215) 572-8111

Feb. 24 and Mar. 2, 9

**SALE NO. 27**

**Ex. #12295 of 2011**  
**Bank of America, N.A., as  
 successor by merger to BAC  
 Home Loans Servicing, LP  
 fka Countrywide Home Loans  
 Servicing LP, Plaintiff**  
 v.

**Melinda L. Peterson aka  
 Melinda Lee Peterson and  
 John R. Peterson, Defendant**  
**SHORT DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12295-11 Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP v. Melinda L. Peterson aka Melinda Lee Peterson and John R. Peterson, owners of property situated in the Township of Millcreek, Erie

County, Pennsylvania being 3125 Sterrettania Road, Erie, Pennsylvania 16506.  
 Tax I.D. No. 33-076-281.0-007.00  
 Assessment: \$98,348.29  
 Improvements: Residential Dwelling  
 McCabe, Weisberg and Conway, P.C.  
 123 South Broad Street, Suite 2080  
 Philadelphia, PA 19109

Feb. 24 and Mar. 2, 9

**SALE NO. 28**

**Ex. #12297 of 2011**  
**DEUTSCHE BANK NATIONAL  
 TRUST COMPANY AS  
 TRUSTEE (NOT IN ITS  
 INDIVIDUAL CAPACITY BUT  
 SOLELY AS TRUSTEE), IN  
 TRUST FOR REGISTERED  
 HOLDERS OF VCM SERIES  
 2009-3, Plaintiff**  
 v.

**LUZ CORRALES, Defendant(s)**  
**SHERIFF'S SALE**

Description: All that certain piece or parcel of land situate in the Township of Millcreek, County of Erie and State of Pennsylvania.  
 LOCATION OF PROPERTY: 802 Oregon Avenue Apt # 8556, Erie, PA 16505

Pin Number: 33-17-72-64  
 THE IMPROVEMENTS  
 THEREON ARE: Residential dwelling  
 SEIZED AND TAKEN IN  
 execution as the property of Luz Corrales  
 REAL DEBT: \$79,445.16  
 Federman & Associates, LLC  
 Thomas M. Federman, Esquire  
 Attorneys for Plaintiff

Feb. 24 and Mar. 2, 9

**SALE NO. 30**

**Ex. #12686 of 2011**  
**CitiFinancial Services, Inc., a  
 Pennsylvania Corporation**  
 v.  
**Kirk T. Edwards**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12686-11 CitiFinancial Services, Inc., a Pennsylvania Corporation vs. Kirk T. Edwards, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 1022 E. 26th Street, Erie, PA

16504  
 Dimensions of parcel: 30 x 165  
 Assessment Map number:  
 18-5042-127  
 Assessed Value figure: \$24,400.00  
 Improvement thereon: A one and a  
 one half story frame dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790

Feb. 24 and Mar. 2, 9

**SALE NO. 31**

**Ex. #12403 of 2011**  
**Citifinancial North America**  
 v.

**Bernard E. Narbut**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution  
 filed to No. 12403-11 Citifinancial  
 North America vs. Bernard E.  
 Narbut, owner(s) of property  
 situated in the City of Erie, Erie  
 County, Pennsylvania being 3924  
 McClelland Avenue, Erie, PA 16510  
 Assessment Map number:  
 18-5246-102  
 Assessed Value figure: 67,250.00  
 Improvement thereon: Residential  
 Dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790

Feb. 24 and Mar. 2, 9

**SALE NO. 32**

**Ex. #12296 of 2011**  
**CitiFinancial Services, Inc., a**  
**Pennsylvania Corporation**

v.

**Jean A. Reichbaum**  
**SHERIFF'S SALE**

By virtue of a Writ of Execution filed  
 to No. 12296-2011 CitiFinancial  
 Services, Inc., a Pennsylvania  
 Corporation vs. Jean A. Reichbaum,  
 owner(s) of property situated in  
 Township of Union, Erie County,  
 Pennsylvania being 7832 RT 97,  
 Union City, PA 16438  
 Assessment Map number:  
 (43) 9-3-26.02 and (43) 9-3-26.05  
 Assessed Value figure: 102,020.00  
 and 19,900.00  
 Improvement thereon: Residential  
 Dwelling  
 M. Troy Freedman, Esquire  
 Attorney for Plaintiff  
 Richard M. Squire & Associates, LLC  
 115 West Avenue, Suite 104  
 Jenkintown, PA 19046  
 (215) 886-8790

Feb. 24 and Mar. 2, 9

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**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**

**BAILEY, MARY BANFIELD, a/k/a MARY B. BAILEY, deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executor:* William S. Banfield, 6020 Pelican Bay Blvd., Unit E404, Naples, Florida 34108  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**NUNEMAKER, DARYL L., JR., deceased**

Late of Edinboro Borough, County of Erie, Commonwealth of Pennsylvania  
*Administratrix:* Alicia M. Nunemaker, c/o Elliot J. Segel, Esq., Segel & Solymosi, 818 State Street, Erie, PA 16501  
*Attorney:* Elliot J. Segel, Esq., Segel & Solymosi, 818 State Street, Erie, PA 16501

**OCCHIPINTI, MAE M., deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Frank Occhipinti  
*Attorney:* Tibor R. Solymosi, Esquire, Segel & Solymosi, 818 State Street, Erie, Pennsylvania 16501

**SUDDARTH, GORDON P., deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Dorothy M. Suddarth  
*Attorney:* Tibor R. Solymosi, Esquire, Segel & Solymosi, 818 State Street, Erie, Pennsylvania 16501

Notice is hereby given of the revocable trust set forth below. The Trustees request all persons having claims against the Decedent to make known the same in writing to them or to their attorney, and all persons indebted to the Decedent to make payment to them without delay.

**CONNERS, RUTH N., deceased**

Late of North East Borough, Erie County, Pennsylvania  
*Executor/Trustee:* Elizabeth N. Discher  
*Attorney:* Barry O. Bohmueller, Esq., Bohmueller Law Offices, P.C., 29 Mainland Road, Harleysville, PA 19438

**RUBAY, JOHN M., deceased**

*Trustee:* Karen M. Rubay  
*Attorney:* Barry O. Bohmueller, Esq., Bohmueller Law Offices, P.C., 29 Mainland Road, Harleysville, PA 19438

**SECOND PUBLICATION**

**BERNRITTER, EDWARD H., deceased**

Late of Waterford Township, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Elizabeth Bernritter  
*Attorney:* Craig A. Zonna, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**ESHELMAN, JERRY RAY, a/k/a JERRY R. ESHELMAN, a/k/a JERRY ESHELMAN, deceased**

Late of Union City Borough, Erie County, Pennsylvania  
*Executrix:* Faith A. Powers, c/o Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438  
*Attorney:* Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438

**FAGAN, GERALDINE M., deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Administrator:* Shelly E. Wygant, c/o Thomas J. Buseck, The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757  
*Attorney:* Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757

**HARRISON, SHIRLEY S., a/k/a SHIRLEY SWIFT HARRISON, a/k/a SHIRLEY LOUISE HARRISON, deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania  
*Executor:* J. Michael Harrison II, c/o Thomas E. Kuhn, 300 State Street, Suite 300, Erie, PA 16507  
*Attorney:* Thomas E. Kuhn, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**LUTZ, TIMOTHY J., deceased**

Late of North East Township, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Sandra K. Lutz, c/o Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, North East Office, 11 Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, P.C., 11 Park Street, North East, PA 16428

**MASON, HELEN M.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Judith A. Sova, 2628 Carter Avenue, Erie, PA 16508  
*Attorney:* Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**MILLER, DANIEL THOMAS,  
a/k/a DANIEL T. MILLER,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executrix:* Rosanne Joseph, 2727 Bens Branch Drive, #307, Kingwood, Texas 77339  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**NITCZYNSKI, JOSEPH A., I,  
a/k/a JOSEPH A. NITCZYNSKI,  
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania  
*Administrator CTA:* Mark A. Nitzczynski, 2349 Dexter Street, Denver, CO 80207  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**ROBERTSON, LAWRENCE W.,  
SR, a/k/a  
LARRY ROBERTSON, SR.  
deceased**

Late of the Township of Waterford, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Richard T. Haibach, c/o Ritchie T. Marsh, Esq., Suite 300, 300 State Street, Erie, PA 16507  
*Attorneys:* Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**ROSS, SHIRLEY M.,  
deceased**

Late of Millcreek Township  
*Administrator:* Gary S. Ross, 924 Filmore Avenue, Erie, PA 16505  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SAGALA, BERNICE,  
deceased**

Late of the City of Erie  
*Executrix:* Donna Barner, 5319 Castlewood Court, Erie, PA 16509  
*Attorney:* Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**THIRD PUBLICATION**

**BLASS, RICHARD,  
deceased**

Late of the Township of Waterford, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Gary Blass, 2460 Quance Road, McKean, PA 16426  
*Attorney:* Rebecca A. Herman, Esq., Herman & Herman, LLC, 412 High Street, Waterford, PA 16441

**BROWN, SIDNEY, a/k/a  
SIDNEY A. BROWN,  
deceased**

Late of the Borough of Waterford, County of Erie and State of Pennsylvania  
*Executor:* Gary Brown, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**BULES, DEIRDRE L., a/k/a  
DEIRDRE BULES,  
deceased**

Late of the Township of Millcreek  
*Administrator:* George M. Bules  
*Attorney:* Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

**CIESLIKOWSKI, ALICE ANN  
RUTKOWSKI,  
deceased**

Late of Erie, Pennsylvania  
*Executrix:* Alicia A. Costello, 5901 Sun Court, Erie, Pennsylvania 16509  
*Attorney:* William J. Kelly, Jr., Esquire, 100 State Street, Suite 440, Erie, Pennsylvania 16507

**COLEMAN, EDWARD D., III,  
a/k/a EDWARD DENNIS  
COLEMAN, III, a/k/a  
EDWARD D. COLEMAN,  
deceased**

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Edward D. Coleman, IV  
*Attorney:* Craig A. Zonna, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**DUNN, JEANNETTE R.,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Co-Executors:* John E. May and Roberta Colburn, c/o 150 West Fifth St., Erie, PA 16507  
*Attorney:* Colleen C. McCarthy, Esq., McCarthy, Martone & Peasley, 150 West Fifth St., Erie, PA 16507

**KILLION, MATTHEW J., a/k/a  
MATTHEW KILLION, a/k/a  
MATT J. KILLION, a/k/a  
MATT KILLION,  
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania  
*Executor:* Matthew J. Killion, 1019 McClelland Street, Schenectady, NY 12309  
*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**KREIDER, RICHARD C., a/k/a  
RICHARD KREIDER,  
deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania  
*Executor:* Karolyn Burlando, 200 Stephany Road, Fairview, PA 16415  
*Attorney:* Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie, PA 16505

**KUHN, FRANCIS L.,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executrix:* Darlene Schreckengost, 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

**MARKOVICH, RUTH, a/k/a  
RUTH D. MARKOVICH,  
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania  
*Executrix:* Faye H. Markovich, 2359 Rice Avenue, Lake City, Pennsylvania 16423  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**OWEN, HELEN,  
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania  
*Executor:* James F. Toohey, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* James F. Toohey, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**PRZYBYSZEWSKI, CAROL,  
a/k/a CAROL A.  
PRZYBYSZEWSKI,  
deceased**

Late of the Borough of Lake City, County of Erie, State of Pennsylvania  
*Executor:* Michael R. Przybyszewski, 9948 Pine Street, Lake City, Pennsylvania 16423  
*Attorney:* Grant M. Yochim, Esq., Steadman Law Office, 23 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**QUINLAN, JOHN MICHAEL,  
a/k/a JOHN M. QUINLAN,  
a/k/a JOHN QUINLAN,  
deceased**

Late of the Township of Washington, County of Erie and State of Pennsylvania  
*Executor:* Roy Gallant, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**QUINLAN, PATRICIA A.,  
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania  
*Executor:* Richard A. Vendetti, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* Richard A. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**RITTER, FRANCES E.,  
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania  
*Co-Executrices:* Lou Ann Jelley and Mary E. Steele, c/o Leigh Ann Orton, Esq., 11 Park Street, North East, PA 16428  
*Attorney:* Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, P.C., North East Office, 11 Park Street, North East, PA 16428

**SCHLOSSER, JOAN M.,  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Diane M. Bailey, 120 East Fifth Street, Waterford, Pennsylvania 16441  
*Attorney:* W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**SCHULTZ, DONALD C.,  
deceased**

Late of Millcreek Township, Erie County, Pennsylvania  
*Administratrix:* Betty J. Romondo, 19222 E. Knightsbridge Road, Owasso, OK 74055-8133  
*Attorney:* Brian Glowacki, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SHAFER, JAMES E.,  
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania  
*Executrix:* Linda Shafer, 6970 West Lake Road, Fairview, PA 16415  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**SHEWAN, ROSEMARY,  
deceased**

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

*Executors:* Elizabeth R. Swantek and Maria L. Stevens, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

*Attorney:* Scott L. Wallen, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**SMYKOWSKI, GERALDINE  
LEE,  
deceased**

Late of the Borough of Wesleyville, County of Erie

*Co-Executors:* John Walter Smykowski and Melodie Ann Zeigler, c/o Thomas A. Testi, Esq., P.O. Box 413, Fairview, PA 16415

*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415

**TORNEY, MARGARET JUNE,  
deceased**

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

*Administrator:* Lawrence C. Bolla, Esquire, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

*Attorney:* Colleen R. Stumpf, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

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