

Erie County Legal Journal

March 13, 2015

Vol. 98 No. 11

USPS 178-360



In the Superior Court of Pennsylvania
Ward v. Arnold

Also included - Master's Report, Erie County Court of Common Pleas

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

TUESDAY, MARCH 24, 2015

ECBA Live Lunch-n-Learn Seminar
Six Key ESI Strategies to Help Win Your Case
Bayfront Convention Center
12:15-1:15 p.m. (11:45 a.m. reg./lunch)
\$45 (ECBA member / non-attorney staff)
\$58 (non-member)
\$30 (member judge not needing CLE)
1 hour substantive

TUESDAY, MARCH 31, 2015

ECBA Live Seminar
IOLTA Accounts: The Basics and Beyond, including the New Rules Governing Fiduciary Accounts and Producing Required Reports
Bayfront Convention Center
8:30 a.m. - 9:30 a.m. (8:15 a.m. registration/light breakfast)
\$45 (ECBA member / non-attorney staff)
\$58 (non-member)
\$30 (member judge not needing CLE)
1 hour ethics

WEDNESDAY, APRIL 8, 2015

ECBA Live Lunch-n-Learn Seminar
Estate Practice: Highlights & Recent Developments
Bayfront Convention Center
12:15-1:15 p.m. (11:45 a.m. reg./lunch)
\$45 (ECBA member / non-attorney staff)
\$58 (non-member)
\$30 (member judge not needing CLE)
1 hour substantive

THURSDAY, APRIL 9, 2015

ECBA Live Seminar
Understanding the Pennsylvania State Parole System
Bayfront Convention Center
1:00 p.m. - 4:00 p.m.
\$135 (ECBA member / non-attorney staff)
\$174 (non-member)
\$90 (member judge not needing CLE)
3 hours substantive
reception to follow

MONDAY, APRIL 20, 2015

ECBA Live Lunch-n-Learn Seminar
Wills & Estates 101
ECBA Headquarters
12:15-1:15 p.m. (11:45 a.m. reg./lunch)
\$45 (ECBA member / non-attorney staff)
\$58 (non-member)
\$30 (member judge not needing CLE)
1 hour substantive

SATURDAY, APRIL 25, 2015

Law Day 5K Run/Walk
Perry Square / Erie County Court House
9:00 a.m. start time
\$20 (adult w/shirt) \$15 (adult/no shirt)
\$15 (12 and under w/shirt) \$10 (12 and under/no shirt)
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Erie County Bar Association



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"Advanced Workers' Compensation Seminar"

March 20, 2015 - Radisson Hotel & Convention Center, Camp Hill, PA

Videoconference viewing at the Erie County Bar Association

SUMMARY OF AGENDA (list of program speakers available at our website at www.padefense.org)

8:30 - 8:50 am	Registration
8:50 - 9:00 am	Introduction
9:00 - 9:30 am	State of the Bureau of Workers' Compensation: One Hundred Year Anniversary and First Anniversary of WCAIS Implementation
9:30 - 10:10 am	Case Law and Legislative Review
10:10 - 10:30 am	Phoenixville Hospital Decision: Its Impact on Earning Power Assessments Under Section 306 (b)
10:30 - 10:40 am	Break
10:40 - 11:40 am	Effective Techniques in Mediating a Workers' Compensation Claim From All the Parties' Perspective
11:40 - 12:10 pm	Guide to Effective WCAIS Use
12:10 - 12:30 pm	Lunch
12:30 - 1:30 pm	Understanding Pain Management and Medications
1:30 - 2:00 pm	Utilization Reviews: A Multi-Perspective of Employers' Burden and Guide to the UR Process
2:00 - 2:30 pm	Subrogation: Maximizing Employer's Interests in Subrogation Return and Navigating Other Liens in the Workers' Compensation Case
2:30 - 3:30 pm	Workers' Compensation Insurance Fraud: Effective Referrals, Understanding the Statutory Requirements and Recent Prosecution Results

REGISTRATION (Five Substantive and One Ethics CLE Credits)

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SUZANNE I. WARD, Appellee
v.
MICHAEL S. ARNOLD, Appellant

REAL ESTATE / PARTITION

The Rules of Civil Procedure govern actions of partition of real property.

REAL ESTATE / PARTITION

The purpose of a partition action is to give each owner the possession to which that owner is entitled.

REAL ESTATE / PARTITION

An appellate court's standard of review of a partition order is de novo and the partition order will be affirmed if supported by competent evidence and if there has been no misapplication of the law or abuse of discretion.

REAL ESTATE / PARTITION

Intangible contributions of a co-tenant, such as doing housework and home repairs, do not mandate an award to that co-tenant as credit can only be claimed for improvements that are "necessary" to preserve or safeguard the residence, not those that are essentially cosmetic.

REAL ESTATE / PARTITION

Incomplete and substandard work by a co-tenant does not demonstrate improvements necessary to preserve or safeguard the property and could be a basis to deny any credit at all to the co-tenant.

IN THE SUPERIOR COURT OF PENNSYLVANIA
No. 705 WDA 2014

Appeal from the Judgement entered April 15, 2015 in the
Court of Common Pleas of Erie County, Civil Division, at No(s): 2010-11015

*Erie County Court of Common Pleas Master's Report published immediately
after the conclusion of this opinion.*

Appeal from the Judgment entered April 15, 2014,
in the Court of Common Pleas of Erie County,
Civil Division, at No(s): 2010-11015

BEFORE: FORD ELLIOTT, P.J.E., DONOHUE, and ALLEN, JJ.

MEMORANDUM BY ALLEN, J.:

FILED JANUARY 21, 2015

Michael S. Arnold, ("Appellant"), appeals from the judgment entered in favor of Suzanne I. Ward, ("Ward"), following the partition of a home which Appellant and Ward previously owned as tenants in common. We affirm.

On September 17, 2013, this matter was heard before Master Thomas S. Kubinski, Esquire, ("Master Kubinski"). On November 20, 2013, Master Kubinski issued a report containing findings of fact, conclusions of law, and recommendations to the trial court. *See generally* Master's Report, 11/20/13. On January 15, 2014, the trial court adopted the

Master's Report. *See* Order, 1/15/14, at 1.

The Master's Report detailed the factual and procedural background relative to this action:

The Property [located at 606 Pasadena Drive, Erie, Pennsylvania] was purchase[d] by the parties on December 3, 2003 for the sum of \$140,000.00. The value of The Property at the time of sale to [Ward] was \$167,000.00. The parties were jointly liable for the liens that existed against The Property at the time of the sale, which totaled \$106,002.00. The Property was conveyed to [Ward] on February 8, 2012 pursuant to court order. The net equity was \$61,000.00. [Appellant] was excluded from The Property by order of the Honorable Elizabeth Kelly on August 18, 2011.

The parties first lived together continuously in the mid 1990s in a home purchased by [Ward] in Girard, Ohio. The real estate was titled in [Ward's] name and encumbered by mortgage in [Ward's] name as well as a home equity line of credit in the name of both of the parties. The parties then purchased a property in Dayton, Ohio, known as the Galloway property which was titled in [Ward's] name with a mortgage in [Ward's] name. The parties then purchased another property in Dayton, Ohio, known as the Fairborn home on Warm Springs Drive, titled in both parties' names and encumbered by a mortgage in both parties' names. This property is presently subject to a partition action in the state of Ohio. During the time that the parties resided together, they actively rented the three Ohio properties referenced hereinabove.

The parties purchased The Property at 606 Pasadena Drive, Erie, Pennsylvania on December 3, 2003 for the sum of \$140,000.00. The grantee clause in the deed to the 606 Pasadena Drive property had a handwritten notation after [Ward's] name, near [Appellant's] name that stated "her husband". The parties resided together at The Property until August 1[8], 2011 when [Appellant] was excluded from The Property by court order. [Ward] continues to live at The Property up until this day.

The parties had two children born to them while residing in the state of Ohio: Joseph, [], and Steven, []. In approximately 1996 the parties held a purported wedding ceremony for family and friends, but had not obtained a marriage license. The marriage ceremony was arranged because the parties did not intend to have a legal marriage, but wanted to maintain the health insurance coverage that they held at the time which would have been forfeited if they were legally married. The parties at some time both believed that there was a common law marriage between them. The parties filed joint federal and state income tax returns as a married couple. However, after [Ward] discovered that the couple was not married, she amended the 2006 through 2009 joint federal and state income tax returns.

In 2006, the parties began to have relationship problems to the point that [Ward] requested [Appellant] to leave the home. The Honorable Ernest DiSantis of the Erie County Court of Common Pleas granted an order of court dated April 13, 2009 ruling that the parties were not common law husband and wife, nor were they husband and wife as a matter of law. The action was filed at Erie County No.

14896-2008. The parties continued to reside together against the wishes of [Ward] until August 18, 2011, when [Appellant] was excluded from the home.

[Ward] filed an action in partition against [Appellant] for The Property at 606 Pasadena Drive on March 8, 2010. Attorney Thomas S. Kubinski was appointed Master by order of court dated March 18, 2011. On September 20, 2011, the parties entered into an agreement that The Property would be sold to [Ward] for the sum of \$167,000.00, contingent upon [Ward] obtaining financing approved within 60 days of the signing of the agreement. On November 15, 2011, the Master filed a Petition to Sell Real Estate to [Ward] under the terms and conditions of the consent agreement. The only contingency in the order at the time was that [Ward] obtain financing to complete the purchase. The order was signed by Judge Garhart. [Ward] obtained a notice of approval of financing from Marquette Savings Bank on November 17, 2011.

Upon obtaining commitment from Marquette, the Master notified [Appellant] on December 1, 2011 that the mortgage approval was obtained and a closing was being scheduled. The Master also notified [Appellant] that he would need to make arrangements soon to sign the closing documents. The Master informed [Appellant] that once he received the signed closing documents back from [Appellant], he would hold them in escrow until the date of the closing, which the Master anticipated would take place on December 15th or 16, 2011. [Appellant] responded to the Master's email communications in early December, asking that the closing documents be forwarded to his brother-in-law (an attorney) who would explain them to him. The Master sent the closing documents which consisted of a deed and an affidavit for [Appellant] to sign to the effect that he was not a "Michael Arnold" who is subject to two liens in Erie County, Pennsylvania for criminal convictions. The Master requested that [Appellant] execute the documents and return them to him no later than December 12, 2011.

[Appellant] thereafter sent objections to the Master via email on the bases that there was no HUD or loan statements included in the documents, that the deed sent to him for signature was "not a deed" and that [Ward] was untruthful and that the financing really was not lined up because "a line of credit for the entire amount of both mortgages would be very unusual financing". [Appellant] also asked about a credit report and stated that he needed more details before he would sign a deed. He was also angry that his name was the subject of a title search in Erie County without his permission.

As a result of [Appellant's] refusal to cooperate, and after petition by [Ward's] attorney, an Order of court was issued by Judge Garhart on December 16, 2011 empowering the Master to transfer the property by Affidavit or Order of Court. The attorney for [Ward] requested counsel fees in the amount of \$900.00 to be paid by [Appellant] for refusing to abide by the agreement.

The Property was transferred in February of 2012. As per the consent agreement, the Master retained the sum of \$25,000.00 from the equity in The Property to be held until determination of Master's hearing regarding the distribution of equity to the parties. [Ward] received the equivalent of \$36,000.00 in equity from the sale

of The Property at the time of the closing because the payoffs on the liens were not as high as estimated.

[Ward] was a full time employee at Erie Insurance Exchange from the date of the purchase of The Property until the present. During that same time period [Appellant] was never employed by a third party, except for work he did for his father in return for windows that he provided for The Property. No evidence was submitted to show the value of the windows. [Appellant] testified that he had occasional "handy man" type jobs which he performed for other parties for pay or for trade. An example is that he performed work at a house and received a heat pump in return. [Appellant] provided no evidence of the amount of payments received, either in cash or assets. [Appellant] testified that he performed property management and maintenance duties on the properties located in Ohio. No evidence was provided for the amount of time or expenses in doing so. [Appellant] testified that his other contributions to the household were grocery shopping, cleaning, maintenance and repair of The Property, and child care services. The child care continued until 2006, at which time the children were placed in day care when [Ward] was at work, which was paid for by [Ward]. No evidence was provided to show the amount paid for child care. [Ward] testified that she did as much or more of the household chores as [Appellant], shopping for groceries, doing her own laundry, and much of the cooking.

Between December 2003 and the present, the parties maintained the following bank accounts:

- a. Erie Community Federal Credit Union savings account in [Ward's] name;
- b. Erie Community Federal Credit Union checking account in joint names;
- c. National City account in joint names; and
- d. Northwest Savings Bank account in joint names, which account was closed in May 2010 and reopened in [Ward's] name.

At the time the Northwest Savings Bank account was closed, the sum of \$400.00 was paid to [Appellant] as his share of the account. [Ward's] paychecks were deposited into the credit union accounts which were used as the main household operating accounts. [Ward] also testified credibly that other than small amounts of money occasionally received by [Appellant], the source of the funds in those accounts consisted of her paychecks. Some deposits were made into the accounts from funds received from the Ohio properties when the parties first resided in Erie, but no evidence was provided to show the amounts. Other than his share of the rents, no meaningful contributions to the account were made by [Appellant].

[Ward] provided a spreadsheet ... uncontested by [Appellant], of the payments made for The Property from the household account for the mortgage, second mortgage, taxes, electricity, gas, water, sewer, trash collection, telephone, and Lakeshore Country Club dues. The total amount paid for those items between January 1, 2004 and December 31, 2011 was \$144,891.63.

[Appellant's] repairs of the Ohio rental properties could have maintained or increased the value of the Ohio properties which value is presently contained in

those properties. No testimony regarding the nature of the repairs was presented by [Appellant]. Rental income in excess of costs would have been a contribution toward the parties' expenses, but no evidence was shown or testimony given as to what those rental incomes were. Credible testimony was given that the rental income after expenses, would be minimum.

[Appellant] made improvements to The Property including replacing the kitchen cabinets, which he received from his parents after a fire in the parents' house, replaced the tile floor in the kitchen with tile that was received from his parents after the fire at their house, replaced a sink, faucets and a counter top, which counter top was received in trade for services.

[Appellant] did some work on both bathrooms, although neither of the bathrooms were completed; he also replaced 22 windows in The Property, which windows were given to him by his parents. [Appellant] presented no testimony regarding either the number of hours spent at these tasks nor the fair market value of the work completed. Photographic evidence ... provided by [Ward] of the repairs that were made by [Appellant] to The Property showed incomplete and substandard work, including ineffective roof repairs, incomplete work on the bathrooms, the kitchen ceiling, the kitchen flooring, the ceiling in the garage, the ceiling in the son's room, and gutter and trim work. The hall bathroom had no bath tub, shower or walls, and only expose[d] studs and insulation were present. Part of the roof repair was accomplished by placing a bucket and a piece of [f] tin [in] the attic above their son's bedroom to funnel leakage into the bucket.

As of the date of this Report the Master fees amount to \$5,272.50. Costs, including an appraisal report were \$430.50. [Ward] has paid to the Master the sum of \$2,056.00 and has paid her share in the amount of \$82.52 for the court reporter's bill for the Master's hearing. [Appellant] has paid the sum of \$1,000.00 and has not paid the \$82.52 for the court reporter. Therefore, as of this date, [Ward] owes the sum of \$795.50 to the Master. [Appellant] owes the sum of \$1,851.50 to the Master and \$82.50 to the court reporter.

The Master concludes that [Ward's] contribution toward The Property was \$144,891.00 in cash and the household duties which she performed during the ownership of the property such as cooking, cleaning, caring for the children and paying for the child care. There was no quantitative testimony to describe the dollar value of these contributions other than the cash payments. The contribution of [Appellant] toward The Property was his share of income derived from the ownership of the Ohio properties that was deposited into the household account, the repair of The Property, cleaning, buying groceries, and child care. There was no quantitative testimony to describe the dollar value of any of those contributions. The Master concludes that the non-monetary contributions to the household by the parties is impossible to quantify accurately, either because of its nature or because of lack of specific details. Most of the non-monetary contributions did not have the effect of increasing the value of The Property, including many of the household repairs performed by [Appellant]. Likewise, the unspecified rents from the Ohio properties, which would have been a contribution by both parties,

and the payment of child care services by [Ward], are also unknown. The Master concludes that the vast majority of the increase in value of The Property was the result of the \$144,891.00 in cash that was paid almost exclusively by [Ward]. The Master concludes that neither party should receive credit for an increase in the equity in The Property for their performance in household chores including cleaning, buying groceries, child care, payment of child care costs or cooking. Further, the Master concludes that the upkeep, repairs and other work done on The Property by [Appellant] have some role, however small, in increasing the value of The Property. There is little testimony regarding the dollar value of such upkeep and repairs but the Master believes it would be unfair not to ascribe a small proportion of the equity for that work.

For these reasons, the Master recommends the award of the equity in The Property in the amount of \$61,000.00 should be distributed in the amount of \$57,000.00 to [Ward], and \$4,000.00 to [Appellant]. This would require the payment of \$21,000.00 of the amount held in escrow by the Master to [Ward] and \$4,000.00 to [Appellant]. Further, an award of \$900.00 should be made in favor of [Ward] and against [Appellant] for the attorney fees incurred in obtaining the court order that was required to convey The Property due to [Appellant's] refusal to cooperate. Lastly, the Master recommends that the Master's fees and expenses be divided equally between the parties. The amount owed at this time by [Ward] is \$795.50 and the amount owed by [Appellant] is \$1,851.50. [Appellant] must also pay \$82.52 to the [court reporter] Ferguson & Holdnack.

Master's Report, 11/20/13, at 1-11 (unnumbered) (headings and numerical paragraph formatting omitted).

On January 15, 2014, the trial court adopted the Master's Report. On April 15, 2014, Ward filed a praecipe for judgment consistent with the trial court's January 15, 2014 order. On the same date, a final judgment was entered consistent with the trial court's January 15, 2014 order. On May 5, 2014, Appellant filed a notice of appeal. The trial court and Appellant have complied with Pa.R.A.P. 1925.

Appellant presents one issue for our review:

- I. Whether the trial court committed an error of law, not supported by the evidence and rising to the level of a clear abuse of discretion, by failing under Pa. Rule 1569(c) and Pa. Rule 1570(a)(5) to modify the Master's Report filed November 20, 2013 (7% of equity to appellant) so as to award Appellant, a former co-tenant, his lawful and/or equitable share of home equity (50%) in as much as he rendered services and [Ward] derived benefits from the same?

Appellant's Brief at 7.

In reviewing this appeal, we are mindful of the following:

Partition of real property is governed by the Rules of Civil Procedure. See Pa.R.C.P. 1551-75[.] [Reviewing a partition order is] a question concerning interpretation of these Rules, and thus is a question of law. Therefore, our standard of review is *de novo*. *LaRue v. McGuire*, 885 A.2d 549, 553 (Pa. Super. 2005). Further, "[p]artition

is a possessory action; its purpose and effect being to give to each of a number of joint owners the possession [to which] he is entitled ... of his share in severalty. It is an adversary action and its proceedings are compulsory. The rule is that the right to partition is an incident of a tenancy in common, and an absolute right.” *Lombardo v. DeMarco*, 350 Pa. Super. 490, 504 A.2d 1256, 1260 (1985) (quotation and citations omitted).

Bernstein v. Sherman, 902 A.2d 1276, 1278 (Pa. Super. 2006).

Appellant contends that the trial court erred by “failing under Pa. Rule 1569(c) and Pa. Rule 1570(a)(5) to modify the Master’s Report.” Appellant’s Brief at 7. Pennsylvania Rules of Civil Procedure 1569 and 1570 provide:

Rule 1569. Master's Report. Exceptions

- (a) A master who is appointed by the court shall file a report with respect to the matters submitted. []

- (b) Within ten days after notice of the filing of the report[,] exceptions may be filed by any party to rulings on evidence, to findings of fact, to conclusions of law and to the proposed order. The [trial] court may, with or without taking testimony, remand the report or enter a decision in accordance with Rule 1570 which may incorporate by reference the findings and conclusions of the master in whole or in part.

Rule 1570. Decision and Order

- (a) The [trial court’s] decision shall include findings of fact as follows:

- (5) [regarding] the credit which should be allowed or the charge which should be made, in favor of or against any party because of use and occupancy of the property, taxes, rents or other amounts paid, services rendered, liabilities incurred or benefits derived in connection therewith or therefrom;

Pa.R.C.P. 1570(a)(5).

Specifically, Appellant argues that the trial court erred because:

In essence, the trial court gave Appellant no credit under Pa.R.C.P. 1570(a) (5), no credit for being a co-tenant and co-mortgagee, and no credit for even the passive appreciation of the real property, which would have amounted to an award of \$[30],500 to [Appellant]. The trial court’s Order defies all logic, other than to establish that it stripped Appellant of his property rights and a large portion of his life savings in the form of the real property’s equity. Appellant should have been awarded \$30,500 of the real property’s equity, [which] amount[s] to a 50% share [of the equity].

Appellant’s Brief at 25. Appellant contends that he rendered services to [Ward] (tangible and intangible), and [Ward] derived benefits (tangible and intangible) from said services, all pursuant to Pa.R.C.P. 1570(a)(5). Appellant’s Brief at 18. Appellant emphasizes:

During the parties’ entire relationship, Appellant stayed home, provided

companionship to [Ward] and raised the parties' two boys, whereas [Ward] worked outside of the home. Appellant was also responsible for managing three rental properties in Ohio that the parties' comingled funds from and paid bills with, Appellant purchased groceries and did other shopping, home maintenance/repair, and cooking.

Appellant's Brief at 18 (citations to the hearing transcript and record omitted).

Master Kubinski explained that in partitioning the Property's equity, he considered the contributions of the parties, the testimony and evidence adduced at the hearing or lack thereof, and equities to be applied to the circumstances. *See* Master's Report, 11/20/13, at 9-11 (unnumbered). Our review of the record and applicable case law supports the trial court's adoption of the Master's report and the trial court's entry of judgment.

Appellant concedes that "his contributions to the relationship were intangible, whereas [Ward's] were more tangible." Appellant's Brief at 18. Appellant, however, stresses that he "did laundry, shopped for groceries, prepared dinners, did miscellaneous housework, and home repairs." *Id.* at 22 (citations to hearing transcript omitted). Nonetheless, the housework and repairs referenced by Appellant do not mandate an award. In affirming a trial court's order adopting a Master's denial of a credit for improvements to real estate which was being partitioned, we explained:

"As a general rule, where a co-tenant places improvements on the common property, equity will take this fact into consideration on partition and will in some way compensate him for such improvements, provided they are made in good faith and are of a necessary and substantial nature, materially enhancing the value of the common property." 68 C.J.S. Partition, § 139(a), *see also Weiskircher v. Connelly*, 248 Pa. 327, 93 A. 1068 (1915) (contribution allowed in partition action where "it was *necessary* to remodel, improve and alter the building erected upon the land so conveyed to [the parties]."); and *Appeal of Kelsey*, 113 Pa. 119, 125, 5 A. 447, 449 (1886) ("[A] tenant in common is liable to his co-tenant for repairs *absolutely necessary* [.]) (emphasis added). The Master also recognized this principle and found that credits can be claimed only for those improvements "that may be necessary to preserve and protect the integrity of the existing premises for the common benefit of all the co-tenants." (Findings of Fact and Conclusions of Law at 3.). **Thus, as a threshold matter, the improvements for which appellants seek credit must have been "necessary" to preserve or safeguard the residence.** Appellants provide no authority for their claim that remodeling a bathroom, placing aluminum siding on a house, erecting a sun porch or landscaping are "necessary" improvements within the meaning of our law. In the absence of such authority, we are unwilling to find that these enhancements, which appear to be essentially cosmetic in nature, constitute "necessary" improvements. Thus, appellants' claim fails.

The Master also found that appellants had failed to provide any evidence concerning the degree to which the improvements enhanced the property value.

Similarly, in their brief, appellants note only that the property value increased from its purchase price of \$5,500 in 1970 to its stipulated value of \$50,000 in 1995. While we agree with appellants that some of this value may be attributable to the improvements at issue, appellants' offer is simply too speculative to provide any reasonable basis for a credit against appellee's share of the residence. *See In re Huffman's Estate*, 349 Pa. 18, 21, 36 A.2d 638, 639 (1944) ("Without evidence on which the auditor could make a finding that the value of the property was enhanced by this expenditure [for a water supply system], it was properly disallowed.").

Bednar v. Bednar, 688 A.2d 1200, 1205 (Pa. Super. 1997) (emphasis supplied).

Here, Appellant has not demonstrated that his installation of kitchen cabinets, his replacement of 22 windows, and his replacement of kitchen floor tiles, sink, faucets, and a countertop were "as a threshold matter, ... necessary to preserve or safeguard" the Property. *Id.* Significantly, Appellant has further failed to demonstrate how the "incomplete and substandard work, including ineffective roof repairs, incomplete work on the bathrooms, the kitchen ceiling, the kitchen flooring, the ceiling in the garage, the ceiling in the son's bedroom, and gutter and trim work" met the foregoing criteria. Master's Report, 11/20/13, at 8 (unnumbered); *Bednar, supra*, at 1205. Therefore, based on the evidence presented and testimony received at the hearing, Master Kubinski could have properly recommended, and the trial court could have properly adopted, a denial of any credit to Appellant for the improvements to the Property.

Instead, Master Kubinski, concluded that "the upkeep, repair and other work done on The Property by [Appellant] have some role, however small, in increasing the value of The Property. There is little testimony regarding the dollar value of such upkeep and repairs but the Master believes it would be unfair not to ascribe a small proportion of the equity for that work." Master's Report, 11/20/13, at 10 (unnumbered). Therefore, since *Bednar* would have allowed the Master, and the trial court by adoption, to deny any credit to Appellant, we do not find that the trial court erred or abused its discretion in exercising its equitable powers in adopting the Master's Report, which awarded Appellant \$4,000 of the Property's equity. *See Krosnar v. Schmidt, Krosnar, McNaughton, Garrett Co.*, 423 A.2d 370, 374 (Pa. Super. 1980) (a partition order will be affirmed if it is supported by competent evidence, and the trial court has not misapplied the law or manifestly abused its discretion); *Lombardo v. DeMarco*, 504 A.2d 1256 (Pa. Super. 1985) (affirming partition order supported by record).

Accordingly, we affirm the judgment which was entered consistent with the trial court's order adopting the Master's November 20, 2013 Report.

Judgment affirmed.

Judgment Entered.

SUZANNE I. WARD, Plaintiff
v.
MICHAEL S. ARNOLD, Defendant

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
No. 11015-2010

MASTER'S REPORT

This Master's Report is completed by Thomas S. Kubinski who was appointed by The Honorable John Garhart as Master in a partition action of the property known as 606 Pasadena Drive, Erie, Pennsylvania (hereafter referred to as "The Property"), owned by Suzanne I. Ward and Michael S. Arnold as tenants in common. This report was completed after a hearing which was held on September 17, 2013. The parties had already consented to the sale of The Property to Plaintiff Suzanne I. Ward for the sum of \$167,000.00 which was closed on February 8, 2012. The purpose of the hearing was to determine the distribution of the equity resulting from the sale to each of the co-tenants.

I. STIPULATED FINDINGS OF FACT

1. The Property was purchase by the parties on December 3, 2003 for the sum of \$140,000.00.
2. The value of The Property at the time of sale to Plaintiff was \$167,000.00.
3. The parties were jointly liable for the liens that existed against The Property at the time of the sale, which totaled \$106,002.00.
4. The Property was conveyed to Plaintiff on February 8, 2012 pursuant to court order.
5. The net equity was \$61,000.00.
7. The Defendant was excluded from The Property by order of The Honorable Elizabeth Kelly on August 18, 2011.

II. FINDINGS OF FACT

8. The parties first lived together continuously in the mid-1990's in a home purchased by Plaintiff in Girard, Ohio. The real estate was titled in Plaintiff's name and encumbered by mortgage in the Plaintiff's name as well as a home equity line of credit in the name of both of the parties.
9. The Parties then purchased a property in Dayton, Ohio, known as the Galloway property which was titled in Plaintiff's name with a mortgage in the Plaintiff's name.
10. The Parties then purchased another property in Dayton, Ohio, known as the Fairborn home on Warm Springs Drive, titled in both parties' names and encumbered by a mortgage in both parties' names. This property is presently subject to a partition action in the state of Ohio.
- 11 During the time that the parties resided together, they actively rented the three Ohio properties referenced hereinabove.

Joint Residence

12. The Parties purchased The Property at 606 Pasadena Drive, Erie, Pennsylvania on December 3, 2003 for the sum of \$140,000.00.
13. The grantee clause in the deed to the 606 Pasadena Drive property had a handwritten

notation after Plaintiff's name, near Defendant's name that stated "her husband".

14. The parties resided together at The Property until August 17, 2011 when Defendant was excluded from The Property by court order. Plaintiff continues to live at The Property up until this day.

15. The parties had two children born to them while residing in the state of Ohio: Joseph, with a date of birth March 6, 2001, and Steven, with a date of birth of April 3, 1998.

16. In approximately 1996 the parties held a purported wedding ceremony for family and friends, but had not obtained a marriage license. The marriage ceremony was arranged because the parties did not intend to have a legal marriage, but wanted to maintain the health insurance coverage that they held at the time which would have been forfeited if they were legally married.

17. The parties at some time both believed that there was a common law marriage between them.

18. The parties filed joint federal and state income tax returns as a married couple. However, after Plaintiff discovered that the couple was not married, she amended the 2006 through 2009 joint federal and state income tax returns.

19. In 2006, the parties began to have relationship problems to the point that Plaintiff requested Defendant to leave the home.

20. The Honorable Ernest DiSantis of the Erie County Court of Common Pleas granted an order of court dated April 13, 2009 ruling that the parties were not common law husband and wife, nor were they husband and wife as a matter of law. The action was filed at Erie County No. 14896 - 2008.

21. The parties continued to reside together against the wishes of the Plaintiff until August 18, 2011, when Defendant was excluded from the home.

III. PARTITION ACTION

22. Plaintiff filed an action in partition against Defendant for The Property at 606 Pasadena Drive on March 8, 2010.

23. Attorney Thomas S. Kubinski was appointed Master by order of court dated March 18, 2011.

24. On September 20, 2011 the parties entered into an agreement that The Property would be sold to Plaintiff for the sum of \$167,000.00, contingent upon Plaintiff obtaining financing approved within 60 days of the signing of the agreement.

25. On November 15, 2011 the Master filed a Petition to Sell Real Estate to Suzanne E. Ward under the terms and conditions of the consent agreement. The only contingency in the order at the time was that Suzanne I. Ward obtain financing to complete the purchase. The order was signed by Judge Garhart. Suzanne I. Ward obtained a notice of approval of financing from Marquette Savings Bank on November 17, 2011.

26. Upon obtaining commitment from Marquette, the Master notified Defendant on December 1, 2011 that the mortgage approval was obtained and a closing was being scheduled. The Master also notified Defendant that he would need to make arrangements soon to sign the closing documents. The Master informed the Defendant that once he received the signed closing documents back from Defendant, he would hold them in escrow until the date of the closing, which the Master anticipated would take place on December 15th or 16, 2011. Defendant responded to the Master's email communications in

early December, asking that the closing documents be forwarded to his brother-in-law (an attorney) who would explain them to him. The Master sent the closing documents which consisted of a deed and an affidavit for Defendant to sign to the effect that he was not a "Michael Arnold" who is subject to two liens in Erie County, Pennsylvania for criminal convictions. The Master requested that the Defendant execute the documents and return them to him no later than December 12, 2011.

Defendant thereafter sent objections to the Master via email on the bases that there was no HUD or loan statements included in the documents, that the deed sent to him for signature was "not a deed" and that Plaintiff was untruthful and that the financing really was not lined up because "a line of credit for the entire amount of both mortgages would be very unusual financing". He also asked about a credit report and stated that he needed more details before he would sign a deed. He was also angry that his name was the subject of a title search in Erie County without his permission.

27. As a result of Defendant's refusal to cooperate, and after petition by Plaintiff's attorney, an Order of court was issued by Judge Garhart on December 16, 2011 empowering the Master to transfer the property by Affidavit or Order of Court. The attorney for Plaintiff requested counsel fees in the amount of \$900.00 to be paid by Defendant for refusing to abide by the agreement.

28. The Property was transferred in February of 2012. As per the consent agreement, the Master retained the sum of \$25,000.00 from the equity in The Property to be held until determination of Master's hearing regarding the distribution of equity to the parties.

29. The Plaintiff received the equivalent of \$36,000.00 in equity from the sale of The Property at the time of the closing because the payoffs on the liens were not as high as estimated.

IV. CREDITS AND ALLOWANCES FOR CONTRIBUTIONS

30. Plaintiff was a full time employee at Erie Insurance Exchange from the date of the purchase of The Property until the present.

31. During that same time period Defendant was never employed by a third party, except for work he did for his father in return for windows that he provided for The Property. No evidence was submitted to show the value of the windows.

32. Defendant testified that he had occasional "handy man" type jobs which he performed for other parties for pay or for trade. An example is that he performed work at a house and received a heat pump in return. Defendant provided no evidence of the amount of payments received, either in cash or assets.

33. Defendant testified that he performed property management and maintenance duties on the properties located in Ohio. No evidence was provided for the amount of time or expenses in doing so.

34. Defendant testified that his other contributions to the household were grocery shopping, cleaning, maintenance and repair of The Property, and child care services. The child care continued until 2006, at which time the children were placed in day care when Plaintiff was at work, which was paid for by Plaintiff. No evidence was provided to show the amount paid for child care.

35. Plaintiff testified that she did as much or more of the household chores as the Defendant, shopping for groceries, doing her own laundry, and much of the cooking.

36. Between December 2003 and the present, the parties maintained the following bank accounts:

- a. Erie Community Federal Credit Union savings account in Plaintiff's name;
- b. Erie Community Federal Credit Union checking account in joint names;
- c. National City account in joint names; and
- d. Northwest Savings Bank account in joint names, which account was closed in May 2010 and reopened in the Plaintiff's name,

37. At the time the Northwest Savings Bank account was closed, the sum of \$400.00 was paid to Defendant as his share of the account.

38. Plaintiff's paychecks were deposited into the credit union accounts which were used as the main household operating accounts. Plaintiff also testified credibly that other than small amounts of money occasionally received by Defendant, the source of the funds in those accounts consisted of her paychecks.

39. Some deposits were made into the accounts from funds received from the Ohio properties when the parties first resided in Erie, but no evidence was provided to show the amounts.

40. Other than his share of the rents, no meaningful contributions to the account were made by Defendant.

41. Plaintiff provided a spreadsheet (see attached exhibit), uncontested by Defendant, of the payments made for The Property from the household account for the mortgage, second mortgage, taxes, electricity, gas, water, sewer, trash collection, telephone, and Lakeshore County Club dues.

41. The total amount paid for those items between January 1, 2004 and December 31, 2011 was \$144,891.63.

43. The Defendant's repairs of the Ohio rental properties could have maintained or increased the value of the Ohio properties, which value is presently contained in those properties. No testimony regarding the nature of the repairs was presented by Defendant. Rental income in excess of costs would have been a contribution toward the parties' expenses, but no evidence was shown or testimony given as to what those rental incomes were. Credible testimony was given that the rental income after expenses, would be minimum.

44. Defendant made improvements to The Property including replacing the kitchen cabinets, which he received from his parents after a fire in the parents' house, replaced the floor in the kitchen with tile that was received from his parents after the fire at their house, replaced a sink, faucets and a counter top, which counter top was received in trade for services. He did some work on both bathrooms, although neither of the bathrooms were completed; he also replaced 22 windows in The Property, which windows were given to him by his parents. Defendant presented no testimony regarding either the number of hours spent at these tasks nor the fair market value of the work completed.

45. Photographic evidence, attached hereto, provided by Plaintiff of the repairs that were made by the Defendant to The Property showed incomplete and substandard work, including ineffective roof repairs, incomplete work on the bathrooms, the kitchen ceiling, the kitchen flooring, the ceiling in the garage, the ceiling in the son's room, and gutter and

trim work. The hall bathroom had no bath tub, shower or walls, and only exposed studs and insulation were present. Part of the roof repair was accomplished by placing a bucket and a piece of tin in the attic above their son's bedroom to funnel leakage into the bucket..

46. As of the date of this Report the Master fees amount to \$5,272.50. (See attached exhibit.) Costs, including an appraisal report were \$430.50. Plaintiff has paid to the Master the sum of \$2,056.00 and has paid her share in the amount of \$82.52 for the court reporter's bill for the Master's hearing. Defendant has paid the sum of \$1,000.00 and has not paid the \$82.52 for the court reporter.

47. Therefore, as of this date, Suzanne I. Ward owes the sum of \$795.50 to the Master. Michael S. Arnold owes the sum of \$1,851.50 to the Master and \$82.50 to the court reporter.

IV. CONCLUSIONS OF LAW

The Master has relied on Pennsylvania Rule of Civil Procedure 1551 et seq. in the determination of the distribution of equity in the real estate located at 606 Pasadena Drive, Erie, Pennsylvania, and specifically Rule 750(a)(5) as Follows:

- (5) the credit which should be allowed or the charge which should be made, in favor of or against any party because of the use and occupancy of the property, taxes, rents, or other amounts paid, services rendered, liabilities incurred, or benefits derived in connection therewith or therefrom.

In the past, partition actions had been controlled by 68 Pa.S.A. §501 et seq. and required a 50/50 distribution of partition property, however, that statute was repealed in 1990, and the Rules of Civil Procedure became the exclusive guidance for a master in distribution assets in a partition action.

Defendant argued that the parties should be treated as if they were married and therefore 23 Pa.C.S.A. §3507 (which provides for a 50/50 split of jointly owned real estate between married parties) applies. The Master has rejected this argument because of the Fact that the parties were never married, which is a requirement of the statute.

V. CONCLUSION

The Master concludes that the Plaintiff's contribution toward The Property was \$144,891.00 in cash and the household duties which she performed during the ownership of the property such as cooking, cleaning, caring for the children and paying for the child care. There was no quantitative testimony to describe the dollar value of these contributions other than the cash payments.

The contribution of Defendant toward The Property was his share of income derived from the ownership of the Ohio properties that was deposited into the household account, the repair of The Property, cleaning, buying groceries, and child care. There was no quantitative testimony to describe the dollar value of any of those contributions.

The Master concludes that the non-monetary contributions to the household by the parties is impossible to quantify accurately, either because of its nature or because of lack of specific details. Most of the non-monetary contributions did not have the effect of increasing the value of The Property, including many of the household repairs performed by Defendant.

Likewise, the unspecified rents from the Ohio properties, which would have been a contribution by both parties, and the payment of child care services by Plaintiff are also unknown.

The Master concludes that the vast majority of the increase in value of The Property was the result of the \$144,891.00 in cash that was paid almost exclusively by Plaintiff. The Master concludes that neither party should receive credit for an increase in the equity in The Property for their performance in household chores including cleaning, buying groceries, child care, payment of child care costs or cooking. Further, the Master concludes that the upkeep, repairs and other work done on The Property by Defendant have some role, however small, in increasing the value of The Property. There is little testimony regarding the dollar value of such upkeep and repairs but the Master believes it would be unfair not to ascribe a small proportion of the equity for that work.

VI. RECOMMENDATION

For these reasons, the Master recommends the award of the equity in The Property in the amount of \$61,000.00 should be distributed in the amount of \$57,000.00 to the Plaintiff, and \$4,000.00 to Defendant. This would require the payment of \$21,000.00 of the amount held in escrow by the Master to the Plaintiff and \$4,000.00 to Defendant. Further, an award of \$900.00 should be made in favor of the Plaintiff and against the Defendant for the attorney fees incurred in obtaining the court order that was required to convey The Property due to Defendant's refusal to cooperate. Lastly, the Master recommends that the Master's fees and expenses be divided equally between the parties. The amount owed at this time by Plaintiff is \$795.50 and the amount owed by the Defendant is \$1,851.50. Defendant must also pay \$82.52 to Ferguson & Holdnack

/s/ Thomas S. Kubinski

BANKRUPTCY NOTICE
IN THE UNITED STATES
BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF
PENNSYLVANIA
 IN RE: BRENDA M. MARTIN,
 Debtor
 BRENDA M. MARTIN, Plaintiff
 v.
 KEVIN MARTIN, CHARTER
 ONE BANK, N.A., CITIZENS
 BANK OF PA, ERIE COUNTY
 TAX CLAIM BUREAU, and
 RONDA J. WINNECOUR,
 CHAPTER 13 TRUSTEE,
 Defendants
 BANKRUPTCY NO. 12-10216-TPA
 CHAPTER NO. 13
 DOCUMENT NO.
 ADV. PRO. NO. 15-0107-TPA
 NOTICE OF NONEVIDENTIARY
 HEARING ON MOTION TO
 SELL REAL PROPERTY FREE
 AND DIVESTED OF LIENS
 Brenda M. Martin, the debtor in
 this bankruptcy matter, seeks an

order to sell the building and real
 estate at 2001 Raspberry Street,
 Erie, Pennsylvania, as described
 in the deed recorded in R. B. 1095
 at page 378, Recorder of Deeds of
 Erie County, PA, to Jacek Bajek
 for \$23,000.00. The hearing shall
 take place on April 1, 2015, at
 11:00 a.m. before Judge Agresti
 in the Bankruptcy Court Room,
 U.S. Courthouse, 17 South Park
 Row, Erie, PA 16501. The Court
 will entertain higher offers at the
 hearing. The gross sale price must
 be paid promptly at the closing
 for this sale. Examination of the
 property or further information can
 be obtained by contacting debtor's
 attorney.
 Gary V. Skiba, Esq.
 345 West 6th Street
 Erie, PA 16507
 814/454-6345
 Attorney for Debtor

Mar. 13

Dennis
Lagan & Associates, Inc.
 INVESTIGATORS AND CONSULTANTS

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- ✦ POLYGRAPH

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CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 10573-2015

In re: James M.L. Barsham

Notice is hereby given that a Petition has been filed in the above named Court requesting an order to change the name of James Michael Lewis Barsham to James Michael Lewis Williams.

The Court has fixed the 7th day of April, 2015 at 1:30 p.m. in Courtroom G, Room 222, of the Erie County Court House, 140 West Sixth 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.

Mar. 13

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 10612-2015

In re: Michelle Lauren Suroviev

Notice is hereby given that a Petition has been filed in the above named Court requesting an order to change the name of Michelle Lauren Suroviev to Vera Happy Suroviev.

The Court has fixed the 14th day of April, 2015 at 10:30 a.m. in Courtroom G, Room 222, of the Erie County Court House, 140 West Sixth 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.

Mar. 13

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. Fictitious Name: Cork Catering
2. Address of the principal place of business, including street and number: 110 Sunset Beach Road, North East, PA 16428

3. The real name(s) and address, including street and number, of the persons who are parties to the registration: Cork 1794, LLC, 176 Eastwood Drive, North East, PA 16428

4. An application for registration of a fictitious name under the Fictitious Name Act was filed on February 19, 2015 with the Department of State.

Mar. 13

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sec. 311 of the Act of Assembly of December 16, 1982, as amended, 54 Pa.C.S.A. 311, that an application for registration of a fictitious name was filed on February 6, 2015, with the Department of State of the Commonwealth of Pennsylvania at Harrisburg for the conducting of a business under the fictitious name of:

Holly Acres

with its principal office or place of business at 7240 Holly Dale Drive, Erie, PA 16509. The name and address of the entity owning or interested in said business are UMH PA Holly Acres, LLC, 3499 Route 9 North, Suite 3C, Freehold, NJ 07728

Lauren E. Kays, Esquire

1 West Main Street

Shiremanstown, Pennsylvania 17011

Mar. 13

FICTITIOUS NAME NOTICE

1. Fictitious Name: Meals on Wheels Erie
2. Address of the principal place of business: 1128 State Street, Suite 317, Erie, PA 16501

3. The real name and address of the corporation: Metro-Erie Meals on Wheels, Inc. 1128 State Street, Suite 317, Erie, PA 16501

4. An Application for Registration of Fictitious Name under the Fictitious Names Act was filed on or about March 4, 2015 with the Pennsylvania Department of State.

Terry Pytlarz, Executive Director
Metro-Erie Meals on Wheels, Inc.
1128 State Street, Suite 317
Erie, PA 16501

Mar. 13

LEGAL NOTICE

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

IN THE MATTER OF THE ADOPTION OF A. E. V.

Orphans' Court Division

No. 59 In Adoption 2014

TO: DEAN AND UNKNOWN FATHER/JOHN DOE

At the instance of ADOPTION BY CHOICE, the petitioner in the above case, you, DEAN AND UNKNOWN FATHER/JOHN DOE, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphans' Court of Erie County, Pennsylvania, at the Erie County Court House, Court Room No. 217-I, City of Erie, Pennsylvania, on **April 16, 2015 at 1:30 p.m.**, and then there show cause, if any you have, why your parental rights to A. E. V. born July 18, 2014, at Millcreek Hospital, Erie, Pennsylvania, should not be terminated, in accordance with the Petition For Involuntary Termination Of Parental Rights filed on February 3, 2015 at the above term and number. The Petition alleges that you, by conduct continuing for a period of at least six (6) months immediately preceding the filing of the petition, either have evidenced a settled purpose of relinquishing parental claim to the child or have failed or refused to perform parental duties. You hereby are notified that the Confirmation of Consent of the Natural Mother of A. E. V. also will take place on April 16, 2015 at 1:30 p.m. before the Honorable Robert Sambrook. Your presence is required at the hearing. You are warned that if you fail to appear at the hearing to object to the termination of your rights or fail to file a written objection to such termination with the court prior to the hearing, the hearing will go on without you and your rights may be terminated without you being

present.

If it is your intention to contest these proceedings you, or your attorney, are further directed to immediately notify the Family/Orphans' Court Administrator, Room 205, Erie County Court House, Erie, PA 16501 or at (814) 451-6251.

You have the 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 can not afford one, go to or telephone the office set forth below to find out where you can get legal help.

Lawyers' Referral Service, PO Box 1792, Erie, Pennsylvania 16507, (814) 459-4411

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa.C.S. Sections 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. You have the right to consult an attorney concerning your post adoption contact agreement rights. If you do not have an attorney, you can ask for assistance through the Lawyers' Referral Service or Family/Orphans' Court Administrator, as set forth above.

M. Kathryn Karn, Esquire
731 French Street,
Erie, Pennsylvania 16501
Telephone: (814) 452-3151
Attorney for Petitioner, Adoption
By Choice

Mar. 13

LEGAL NOTICE

THE SCHOOL DISTRICT

CITY OF ERIE, PA

Dr. James E. Barker

Leadership Center

148 West 21st Street, Erie, PA 16502

NOTICE TO BIDDERS

The School District of the City of

Erie, 148 West 21st Street, Erie, PA 16502 will receive SEALED BIDS for LIQUID PROPANE GAS COMMODITY, STORAGE AND DELIVERY SERVICES up to Thursday, March 26, 2015 at 1:30 p.m., at which time they will be opened in the Board Room, in accordance with the bid forms and specifications to be obtained from the Purchasing Department.

Robin Smith

Secretary

Mar. 13, 20

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

**BURNS, ROBERT E., a/k/a
ROBERT BURNS, a/k/a
ROBERT E. BURNS, SR., a/k/a
ROBERT BURNS, SR.,
deceased**

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

Executrix: Robin S. Quint, 376 E. Augustine Drive, Valparaiso, Indiana 46383

Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**BUZAS, MILDRED E.,
deceased**

Late of the City of Erie
Executor: Robert Buzas

Attorney: Andrew J. Sisinni, Esquire, 1314 Griswold Plaza, Erie, PA 16501

**DiMARCO, CARLO JOHN,
a/k/a CARLO J. DiMARCO,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executrix: Maria D. DiMarco, 105 Tellus Street, Lakeway, Texas 78734

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

**JOSLYN, DOLORES JANE,
deceased**

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

Executor: Steven Joslyn, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Colleen R. Stumpf, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**LOOP, RUBY M.,
deceased**

Late of the City of Erie, County of Erie

Executor: William H. Loop, 4106 Parade Boulevard, Erie, Pennsylvania 16504

Attorney: Brian D. Arrowsmith, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**MARSHALL, ROSEMARIE J.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executrix: Andrea M. DiNardo, 4037 Plaza Drive, Erie, PA 16506-3806

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

**SCHAUERMAN, CHARLOTTE V.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: L. William Veihdeffer, 5850 Jordan Road, Erie, PA 16510-4632

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

**SNYDER, FRANK C.,
deceased**

Late of the City of Corry, Erie County, Pennsylvania

Administrator: Michael L. Snyder, 419 East Pleasant Street, Corry, PA 16407

Attorney: William E. Barney, Esq., 200 North Center Street, Corry, Pennsylvania 16407

**SUROVIEC, HENRY, a/k/a
HENRY J. SUROVIEC,
deceased**

Late of the Township of Summit, County of Erie, and Commonwealth of Pennsylvania
Co-Executors: Judith M. Marquis, 6115 Garries Road, Erie, PA 16505 and Gary H. Surovic, 641 Jackson Station Road, Waterford, PA 16441

Attorney: Thomas S. Kubinski, Esquire, The Conrad - F.A. Brevillier House, 502 Parade Street, Erie, PA 16507

**THOMPSON, WILLIAM P.,
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania

Co-Executors: William G. Thompson and Laurie J. Pietrasiewicz, c/o Leigh Ann Orton, Esq., 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

SECOND PUBLICATION

**BONGIORNO, ANGELO,
deceased**

Late of Erie City, Erie County, Pennsylvania

Executors: Angelo Brahim Bongiorno, 2711 Wellington, Erie, Pennsylvania 16506 and John R. Falcone, 4845 West Lake Road, Erie, Pennsylvania 16505

Attorney: John R. Falcone, Esq., 4845 West Lake Road, Erie, Pennsylvania 16505

**CLABBATZ, PAUL B.,
deceased**

Late of Corry, Erie County, PA
Executrix: Sandra Ongley, c/o
Richard Winkler, Esq., 123 North
Franklin Street, Titusville, PA
16354
Attorney: Richard Winkler,
Esq., 123 North Franklin Street,
Titusville, PA 16354

**COFFEY, JOHN J., JR.,
deceased**

Late of the County of Erie and
Commonwealth of Pennsylvania
Administratrix: Alida Coffey
Polk, c/o 2222 West Grandview
Blvd., Erie, PA 16506
Attorney: Thomas E. Kuhn,
Esquire, Quinn, Buseck,
Leemhuis, Toohey & Kroto, Inc.,
2222 West Grandview Blvd.,
Erie, PA 16506

**DeDIONISIO, MILDRED F.,
deceased**

Late of the Township of
Millcreek, County of Erie and
Commonwealth of Pennsylvania
Co-Executrices: Geraldine D.
Marino and Mary Ann Alecci,
c/o 3305 Pittsburgh Avenue, Erie,
Pennsylvania 16508
Attorney: Darlene M. Vlahos,
Esquire, 3305 Pittsburgh Avenue,
Erie, Pennsylvania 16508

**FABER, ROSEMARIE H., a/k/a
ROSEMARIE FABER, a/k/a
ROSE FABER, a/k/a
ROSE H. FABER,
deceased**

Late of the Township of
Millcreek, County of Erie and
Commonwealth of Pennsylvania
Executor: Thomas M. Faber, c/o
3305 Pittsburgh Avenue, Erie,
Pennsylvania 16508
Attorney: Darlene M. Vlahos,
Esquire, 3305 Pittsburgh Avenue,
Erie, Pennsylvania 16508

**GROSSHOLZ, SHEILA D.,
deceased**

Late of the City of Erie, County
of Erie and Commonwealth of
Pennsylvania
Executor: Kenneth J. Gamble
Attorney: Thomas J. Minarcik,
Esquire, Elderkin Law Firm, 150
East 8th Street, Erie, PA 16501

**GUNTHER, LOUISE M.,
deceased**

Late of the Township of Millcreek
Executor: Kurt J. Gunther, 3445
Zimmerly Road, Erie, PA 16506
Attorney: Michael J. Fetzner,
Esq., Knox McLaughlin Gornall
& Sennett, P.C., 120 West Tenth
Street, Erie, PA 16501

**HORVAT, FRANCES M., a/k/a
FRANCES HORVAT,
deceased**

Late of the Township of
Fairview, County of Erie and
Commonwealth of Pennsylvania
Executrix: Janet M. Horvat
Attorney: Adam J. Williams,
Esquire, Shapira, Hutzelman,
Smith and Walsh, 305 West Sixth
Street, Erie, PA 16507

**MANZI, GILBERT J.,
deceased**

Late of the City of Erie, County
of Erie, Commonwealth of
Pennsylvania
Executor: Carol M. Laskowski,
c/o Quinn, Buseck, Leemhuis,
Toohey & Kroto, Inc., 2222 West
Grandview Blvd., Erie, PA 16506
Attorney: Scott L. Wallen,
Esquire, Quinn, Buseck,
Leemhuis, Toohey & Kroto, Inc.,
2222 West Grandview Blvd.,
Erie, PA 16506

**MONOCELLO, JOHN A., SR.,
deceased**

Late of the City of Erie, Erie
County, Commonwealth of
Pennsylvania
Executrix: Dolores M. Smith, c/o
Jeffrey D. Scibetta, Esquire, 120
West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta,
Esquire, Knox McLaughlin
Gornall & Sennett, P.C., 120 West
Tenth Street, Erie, PA 16501

**MUROSKEY, ARTHUR J., a/k/a
ARTHUR MUROSKEY,
deceased**

Late of the City of Erie, County
of Erie and Commonwealth of
Pennsylvania
Co-Executrices: Barbara J.
Petrone and Kathleen M. Holtz,
c/o 3305 Pittsburgh Avenue, Erie,
Pennsylvania 16508
Attorney: Darlene M. Vlahos,
Esquire, 3305 Pittsburgh Avenue,
Erie, Pennsylvania 16508

**PASTEWKA, BERNARD J.,
deceased**

Late of Harborcreek Township,
Erie County, Erie, Pennsylvania
Executrix: Eva Marie McClellan,
c/o Robert J. Jeffery, Esq., 33
East Main Street, North East,
Pennsylvania 16428
Attorneys: Orton & Jeffery, P.C.,
33 East Main Street, North East,
Pennsylvania 16428

**PERRY, KATHLEEN G.,
deceased**

Late of Fairview Township,
County of Erie
Executrix: Becky S. Schick, c/o
Thomas A. Testi, Esq., PO Box
413, Fairview, PA 16415
Attorney: Thomas A. Testi, Esq.,
3952 Avonia Road, PO Box 413,
Fairview, PA 16415

**PETERSON, PAUL W.,
deceased**

Late of the City of Erie,
Commonwealth of Pennsylvania
Executor: Thomas L. Peterson,
c/o Richard A. Vendetti, Esquire,
3820 Liberty Street, Erie,
Pennsylvania 16509
Attorney: Richard A. Vendetti,
Esq., Vendetti & Vendetti, 3820
Liberty Street, Erie, PA 16509

**READE, ROBIN ANN, a/k/a
READE, ROBIN A.,
deceased**

Late of Millcreek Township, Erie
County, Erie, Pennsylvania
Administratrix C.T.A.: Stacy L.
Reade c/o 1040 Elk Street, PO
Box 729, Franklin, PA 16323
Attorney: John C. Lackatos, 1040
Elk Street, PO Box 729, Franklin,
PA 16323

**SALA, FRANK C.,
deceased**

Late of the City of Erie, County of Erie

Executor: Ronald N. Sala, c/o Thomas A. Testi, Esq., PO Box 413, Fairview, PA 16415

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

**TRESSLER, FAY L.,
deceased**

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

Executor: Linda Hoover, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Tenth Street, Erie, PA 16506

Attorney: Scott L. Wallen, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Tenth Street, Erie, PA 16506

**VOGEL, DONALD J., a/k/a
DONALD VOGEL,
deceased**

Late of the Township of Harborcreek, County of Erie, Commonwealth of Pennsylvania

Executrix: Sandra Ann Vogel, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

Attorney: John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

THIRD PUBLICATION**ALLEN, LULU M.,
deceased**

Late of Fairview Township, County of Erie

Executor: Colleen Thomas, 3180 Francis Drive, Fairview, PA 16415

Attorney: None

**ALTMAN, ROLLYN E.,
deceased**

Late of Harborcreek Township, Erie County, Harborcreek, Pennsylvania

Executrix: Vickie Jo Witherow, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428

Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania

**BILETNIKOFF, MARIE D.,
a/k/a MARIE C. BILETNIKOFF,
deceased**

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

Executrix: Jean Barth, c/o Jerome C. Wegley, Esq., 120 West Tenth Street, Erie, PA 16501

Attorney: Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**BLAIR, OLIVER, III,
deceased**

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

Administratrix: Mary R. Simmons, 109 Conover Road, Pittsburgh, PA 15208

Attorney: Brian J. Kahle, Esquire, Minto Law Group, LLC, 603 Stanwix St., Suite 2025, Pittsburgh, PA 15222

**BORKOWSKI, JOSEPHINE V.,
a/k/a JOSEPHINE
BORKOWSKI,
deceased**

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

Executor: Timothy M. Borkowski, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

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

**CORDER, MARGARET, a/k/a
MARGRET CORDER, a/k/a
MARGARET R. CORDER,
deceased**

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

Executor: Alex L. Cameron, c/o W. Atchley Holmes, Esquire, 3820 Liberty Street, Erie, PA 16509

Attorney: W. Atchley Holmes, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**DAVEY, DONALD A.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania

Executrix: Donelle A. Davey, c/o Robert G. Dwyer, Esq., 120 West Tenth Street, Erie, PA 16501-1461

Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**GALLAGHER, DOROTHY,
deceased**

Late of the Township of Union, County of Erie, Commonwealth of Pennsylvania

Executrix: Susan M. Gallagher, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

Attorney: Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**GAROFALO, EVELYN,
deceased**

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

Executor: Gary H. Nash, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

Attorney: Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

**HALL, GARY E.,
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Steven M. Hall, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501
Attorney: John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**HALL, JAMES M., a/k/a
JAMES HALL, a/k/a
JIM HALL,
deceased**

Late of the Township of Springfield, County of Erie, State of Pennsylvania
Administratrix: Kelly McCall, 51 Miles Avenue, Girard, PA 16417
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**HARRIS, DOLORES,
deceased**

Late of Lawrence Park Township, Erie County, Erie, Pennsylvania
Executor: Frank E. Harris, Jr., c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428
Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**KATZWINKEL, HENRY,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Administrator: Ernest J. Katzwinkel, 136 Wormer Road, Voorheesville, NY 12186
Attorney: James R. Steadman, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**MACK, JERRY J., a/k/a
JEROME J. MACK, II,
deceased**

Late of Winter Springs, County of Seminole and State of Florida
Administratrix: Carol L. Mack, c/o 504 State Street, Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**MOTTERN, EMMA AMANDA,
deceased**

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

**PETRUS, MARY JANE, a/k/a
MARY J. PETRUS, a/k/a
MARY PETRUS, a/k/a
JANE PETRUS,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Robert C. Clark, 4642 Avonia Road, Fairview, PA 16415
Attorney: Peter W. Bailey, Esquire, 3210 West 32nd Street, Erie, Pennsylvania 16506-2702

**PONTILLO, ELISABETTA,
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania
Executor: Paul Pontillo, c/o Richard A. Vendetti, Esquire, Erie, Pennsylvania 16509
Attorney: Richard A. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**SCHAAL, WILLIAM A., JR.,
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania
Co-Executors: William A. Schaal & Edwin L.R. McKean, c/o Thomas C. Hoffman II, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Thomas C. Hoffman II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**STRAYER, HAMILTON W.,
a/k/a H.W. STRAYER,
deceased**

Late of the Township of Fairview, Erie County, PA
Co-Executors: Matthew J. Minnaugh and Edwin L.R. McKean, 1545 West 38th Street, Erie, PA 16508
Attorney: Jerome C. Wegley, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

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Erie, PA 16509----- *jonorato@mchl.org*



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