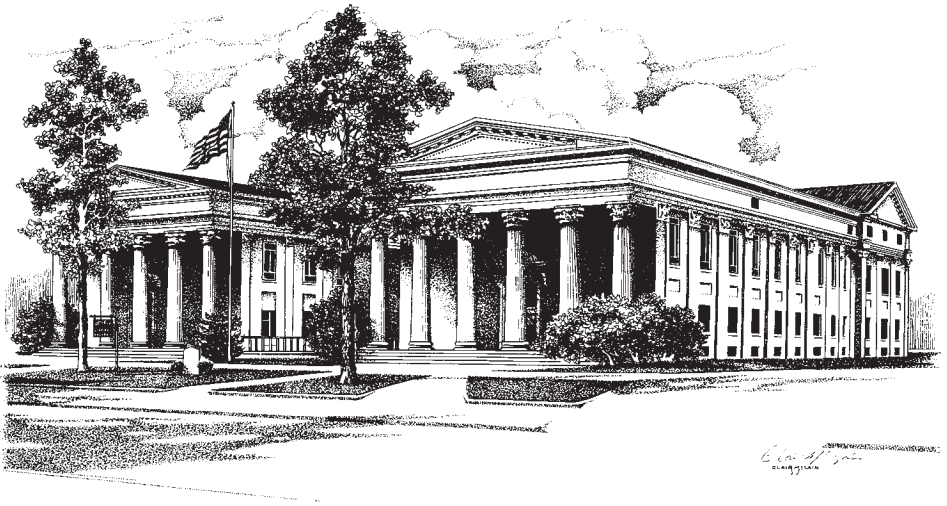


*Erie
County
Legal
Journal*

July 20, 2018

Vol. 101 No. 29



101 ERIE 89 - 106
Griffith v. Millcreek Township

Erie County Legal Journal

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

Managing Editor: Megan E. Black

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Erie County Bar Association

Calendar of Events and Seminars

MONDAY, JULY 23, 2018

ECBA Board of Directors Meeting
Noon
ECBA Headquarters

TUESDAY, JULY 24, 2018

Red Mass Committee Meeting
4:30 p.m.
ECBA Headquarters

TUESDAY, JULY 24, 2018

Young Lawyers Division
Planning Committee Meeting
4:30 p.m.
Cloud 9 Wine Bar

WEDNESDAY, JULY 25, 2018

Women's Division Leadership Committee Meeting
Noon
ECBA Headquarters

TUESDAY, JULY 31, 2018

Criminal Defense Meeting
4:00 p.m.
ECBA Headquarters

THURSDAY, AUGUST 2, 2018

AKT Kid Konnection Event
Group Shopping at the Millcreek Mall
5:30 p.m. - 7:00 p.m.

FRIDAY, AUGUST 3, 2018

ECBA Live Lunch-n-Learn Seminar
What's your E-IQ?
Helpful hints from some best-selling authors!
The Will J. & Mary B. Schaaf Education Center
12:15 p.m. - 1:15 p.m.
(11:30 a.m. registration/lunch)
\$47 (ECBA members/their non-attorney staff)
\$60 (non-members)
1 hour substantive CLE/CJE credit

MONDAY, AUGUST 6, 2018

Bench Bar Conference Committee Meeting
4:30 p.m.
ECBA Headquarters

WEDNESDAY, AUGUST 8, 2018

ECBA Live Lunch-n-Learn Seminar
Municipal Claims:
Turning Delinquencies into Opportunities
The Will J. & Mary B. Schaaf Education Center
12:15 p.m. - 1:15 p.m.
(11:45 a.m. registration/lunch)
\$47 (ECBA members/their non-attorney staff)
\$60 (non-members)
1 hour substantive CLE/CJE credit

THURSDAY, AUGUST 16, 2018

AKT Kid Konnection Event
Wrap Up Picnic
5:30 p.m. - 7:00 p.m.
SafeNet's Big Back Yard



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To view PBI seminars visit the events calendar
on the ECBA website
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The Erie County Office of Children and Youth has an immediate opening for an experienced attorney to join the Agency as a Part-Time Solicitor. Candidates must be licensed to practice law in Pennsylvania and have a good understanding of the Juvenile Act, Child Protective Services Law and the Adoption Act. It is preferred that candidates have at least three years of litigation experience. To apply, please electronically send your cover letter and resume to Attorney Amy Jones at ajones@eriecountypa.gov by August 3, 2018.

July 20



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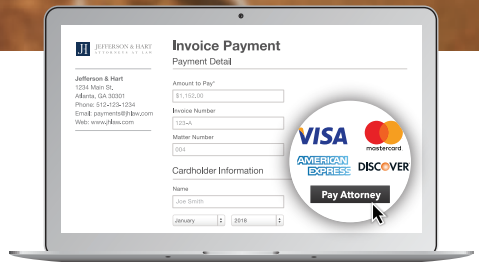
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**RICHARD E. GRIFFITH and NOREEN F. GRIFFITH, husband and wife,
Plaintiffs-Condemnees**

v.

**MILLCREEK TOWNSHIP, a Second Class Pennsylvania Township,
Defendant-Condemnor**

CIVIL PROCEDURE / EMINENT DOMAIN / DE FACTO TAKING

The Pennsylvania Supreme Court has generally stated that a *de facto* taking happens when a government entity “clothed” with the power of eminent domain substantially deprives an owner of the beneficial use and enjoyment of the property.

CIVIL PROCEDURE / EMINENT DOMAIN / DE FACTO TAKING

The Pennsylvania Appellate Courts have established three elements which the landowner must prove to establish a *de facto* taking:

1. the condemnor has the power of eminent domain, i.e., to file an action for a *de jure* taking;
2. the existence of “exceptional circumstances” which substantially deprive the landowner of the use and enjoyment of the property; and
3. the damages to the property interest were the immediate, necessary and unavoidable consequence of the exercise of the power to condemn.

CIVIL PROCEDURE / EMINENT DOMAIN / DE FACTO TAKING

The Township does not have to actually exercise its power to condemn for a *de facto* taking to occur. What is required is that the government entity is clothed with the power to condemn property.

MUNICIPAL ACTION / CAUSATION

Over the course of twenty-one years, from 1966 through 1987, the Township was intentionally engaged in bringing the Griswold Subdivision into legal fruition, including the dedication of the storm water system to the public.

MUNICIPAL ACTION / CAUSATION

The Township was inextricably involved in the diversion of storm water from its natural course and drainage area to another area where it would not naturally flow. The Township embraced a central role in the process that altered the original storm water plans from two discharge points to one discharge point into a ravine adjoining the Griffiths’ home. The overwhelming weight of the engineering evidence is that the Township’s storm water system dramatically increased the erosion of the west bank of the ravine, causing a massive landslide that rendered the Griffith home uninhabitable. In its aftermath condition as well as its proximity to an unstable ravine bank along the entire east boundary where storm water from the entire Subdivision continues to flow, the future residential use of the Griffith property has been substantially, if not entirely, taken as a matter of common sense and safety.

MUNICIPAL ACTION / CAUSATION

The Griffiths were in a position of servitude to the Township by virtue of two drainage easements. However, the Griffiths’ servitude does not entitle or empower the Township to approve, own and maintain a storm water system that resulted in the landslide on the Griffiths’ property. The Griffiths’ receipt of an increased, diverted and concentrated flow of storm water caused by the Township’s drainage system, the bulk of which would have naturally flowed elsewhere, establishes their claim of a *de facto* taking.

STATUTE OF LIMITATIONS

The installation of the storm water systems prior to the Griffiths ownership of the property does not preclude them from asserting a *de facto* taking claim. The activities of the Township did not deprive the Griffiths of the residential use of their property until September 9, 2013. Therefore, the Griffiths had no claim for a *de facto* taking until that date.

STATUTE OF LIMITATIONS

The applicable statute of limitations herein is six years. 42 Pa.C.S.A. 5527(a)(2). It commenced on September 9, 2013 and had not expired when the Griffiths filed this lawsuit.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION
IN REM EMINENT DOMAIN
No. 12377 - 2015

Appearances: Eric J. Purchase, Esq., for Richard E. Griffith and Noreen F. Griffith
Patrick Carey, Esq., for Millcreek Township

OPINION

Cunningham, J.

July 2, 2018

The presenting matter is the Petition for Appointment of a Board of Viewers filed by Plaintiffs-Condemnees, Richard and Noreen Griffith, husband and wife, (the “Griffiths”) against Defendant-Condemnor, Millcreek Township, a Second Class Township (the “Township”). In response, the Township filed Preliminary Objections to the Petition for the Appointment of a Board of Viewers. The parties agree the material facts are not in dispute. Upon consideration of the evidence, arguments and law, the Preliminary Objections of the Township are **OVERRULED**.

FACTUAL HISTORY

The parties submitted a detailed Joint Stipulation of Facts, which is incorporated by reference as if fully set forth herein. For purposes of this Opinion, the following is a brief summary of the salient facts.

The Griffiths own an irregular-shaped lot situated in the Garnesdiyo Subdivision (the “Subdivision”) at 5020 Saybrook Place in Millcreek Township, Erie County, Pennsylvania. The Subdivision was developed and constructed pursuant to recorded plot plans numbered Sections 1-6. The Griffiths’ property is located in Section 3 of the Subdivision.

The development of the Subdivision began on or about March 11, 1966, when its owners, Tracy and Marianna Griswold (the “Griswolds”), applied for Township approval of the plot plan for Section 1, which consists of Lots 1-11 of the Subdivision. As proposed, the storm water for Section 1 is collected and diverted into a 36-inch pipe which eventually discharges into the ravine adjacent to what is now the Griffiths’ property in an area designated as Easement 1. The Township’s Engineer was involved in the oversight of the storm water system for Section 1. After all of the conditions set forth by the Township were met, the Township Engineer certified the storm water system for Section 1. The plans for Section 1 dedicated the streets and Easement No. 1 to the Township. On May 2, 1966, the Township Supervisors accepted the dedication by official action.

Section 2 of the Subdivision Plot created Lot 12, which is located between Easement No. 1 and the Griffiths' property. This plot was approved by the Township in June, 1975.

Section 3 of the Subdivision consists of Lots 13-36; Lot 13 being the Griffiths' original property. The storm water system for Section 3 includes a storm water drainage easement, designated as Easement 2, which runs from Saybrook Place along the boundary line between Lots 12 and 13.

The storm water system for Sections 2 and 3 collected all of the storm water into a 42-inch pipe and diverted it through Easement No. 2 to Easement 1. There the collected storm water is discharged into the same ravine as the 36-inch pipe from Easement 1, with the 42-inch pipe situated above the 36-inch pipe from Section 1. The plans for Section 3 dedicated the streets and Easement No. 2 to the Township. Again the Township's Engineer was involved in the oversight of this storm water plan. On December 18, 1978, the Township Engineer certified the Griswolds had satisfied the conditions set by the Township, including the storm water system, for Section 3. On March 16, 1979, the Township Supervisors accepted the dedication by official action.

The same process ensued for the certification and approval by the Township of Sections 4 through 6. By September, 1987, the Subdivision *en toto* was dedicated to the Township, with the Township thereafter owning and maintaining the entire storm water system that emptied into the Easement 1 ravine adjoining the Griffiths' property.

On July 13, 1979, the Griswolds conveyed Lot 13, subsequently known as 5020 Saybrook Place, by deed to Thomas and Betty Ann Venable. On November 12, 1992, Thomas and Betty Ann Venable conveyed 5020 Saybrook Place to Richard E. Griffith. On August 3, 2006, Richard E. Griffith and Noreen F. Griffith conveyed 5020 Saybrook Place to themselves by Quit Claim Deed. On December 18, 2012, Lot 12 was separated into Lot 12 and Lot 12A. On December 21, 2012, John P. Mraz and Josephine K. Mraz conveyed Lot 12A to the Griffiths, which encompasses both sides of Easement No. 2. On January 2, 2013, the Griffiths executed a Consolidation Deed for the purpose of merging Lots 12A and Lot 13 into a single parcel.

On or about September 9, 2013, a massive landslide of trees and soil fell along the entire eastern boundary of the Griffiths' property. The subsidence was so severe it removed the soil supporting the concrete footers for the eastern half of the Griffiths' residence. This loss in fundamental support impacted the entire structural integrity of the Griffiths' home, rendering it uninhabitable. An open fault line was created on the level area of the Griffiths' property presenting an ominous and dangerous condition. The Griffiths were forced to abandon their home.

PROCEDURAL HISTORY

On August 18, 2015, the Griffiths filed a Petition for the Appointment of a Board of Viewers. On September 24, 2015, the Township filed Preliminary Objections to the Petition. On December 29, 2015, the Griffiths filed an Answer to the Township's Preliminary Objections. Thereafter the parties engaged in the discovery process.

On March 21, 2018, the parties filed a Joint Stipulation of Facts. On March 28, 2018, both parties filed Briefs in support of their requested relief. On April 4, 2018, an evidentiary hearing was held before this Court. Plaintiff Richard E. Griffith and his expert witness testified. The Township did not present any witnesses, instead relied on the Joint Stipulation of Facts.

LEGAL STANDARD

This case does not involve a *de jure* taking initiated by a Declaration of Taking filed by the Township. Instead, this case was filed by the Griffiths, asserting the Township has engaged in a *de facto* taking of their property, which is synonymously described in legal terms as an inverse condemnation.

The Griffiths contend the Township's course of conduct significantly increased the volume and intensity of storm water beyond natural conditions entering the ravine in Easement 1. This diversion of storm water and its discharge into the ravine at the increased velocity, volume and intensity then caused severe erosion to the base and lateral support areas of the west bank of the ravine, which in turn resulted in the landslide. The Griffiths allege the Township has therefore effectuated a *de facto* taking by substantially depriving them of the residential use and enjoyment of their property

The Township denies a *de facto* taking occurred. The Township argues it did nothing to cause the September 9, 2013 landslide. Moreover, there was no intentional or purposeful action by the Township which caused the ravine to collapse. The Township points out the Griffiths have been on notice since their date of purchase in 1992 of the existence of the two drainage easements and the two discharge pipes. Because the Griffiths were not the owners when the storm water system was installed, the Township contends they cannot assert a claim for a *de facto* taking. Lastly, the Township argues this case was filed after the statute of limitations.

The Pennsylvania Supreme Court has generally stated that a *de facto* taking happens when a government entity "clothed" with the power of eminent domain substantially deprives an owner of the beneficial use and enjoyment of the property. *Conroy-Prugh Glass Company v. Commonwealth*, 321 A.2d 598, 599 (Pa. 1974).

What needs to be determined is whether a condemnation occurred, and if so, the "extent and nature of the property interest condemned" must be identified along with the date of condemnation. 26 Pa.C.S.A. §502(c)(2)(3).

The test for whether an inverse condemnation occurred is not set forth within the Eminent Domain Code. It has fallen upon the courts to make that determination on a case by case basis, driven by the circumstances of each case. The Pennsylvania appellate courts have established three elements which the landowner must prove to establish a *de facto* taking:

- 1) the condemnor has the power of eminent domain, i.e., to file an action for a *de jure* taking;
- 2) the existence of "exceptional circumstances" which substantially deprive the landowner of the use and enjoyment of the property; and
- 3) the damages to the property interest were the immediate, necessary and unavoidable consequence of the exercise of the power to condemn.

In this case, the first element is not in dispute. Under the Second Class Township Code, the Township has the power of eminent domain to condemn the Griffiths' property to protect and/or improve the storm water system on Easement 1.

The remaining two elements will be discussed seriatim followed by an analysis of the statute of limitations.

I) Exceptional Circumstances Rendered the Griffiths' Property Uninhabitable

The existence of exceptional circumstances is easily found in this case. A landslide of this magnitude is not an ordinary occurrence.

On September 9, 2013, while the Griffiths were asleep in their second floor bedroom, a devastating landslide occurred along the entire eastern border of their property.

As described in dry engineering terms:

- a. On or about September 9, 2013, a 300 foot section of the bank of the Ravine, including the remaining trees and soil along the west bank of the Ravine nearest to the Plaintiffs-Condemnees' House collapsed, causing a large portion of the Plaintiffs-Condemnees' Property to subside and slope away from the residence. (the "September 9th Collapse").
- b. The September 9th Collapse caused a large portion of Plaintiffs-Condemnees' Property which was previously level to subside and slope towards the Ravine. A fault line now exists at the edge of the level area of Plaintiffs-Condemnees' Property and the large mass of ground that has subsided.
- c. The area of ground that subsided during the September 9th Collapse included the ground adjacent to and under the foundation of the eastern corner of Plaintiffs-Condemnees' House causing the concrete wall footer at said corner of Plaintiffs-Condemnees' House to subside, which resulted in structural and cosmetic damage to Plaintiffs-Condemnees' House, including the collapse of a brick wall and adjacent wooden deck.
- d. In addition to the subsidence, the September 9th Collapse also caused several of the aforementioned large trees located along the Ravine to fall onto Plaintiff's-Condemnees' House, causing further structural and cosmetic damage to Plaintiff-Condemnees' House and Plaintiffs-Condemnees' Property, rendering it uninhabitable, and forcing the Plaintiffs-Condemnees to abandon their home.

Joint Stipulation of Facts, Para. 28, March 21, 2018 (hereafter "Joint Stipulation").

The various engineers engaged in this case concur that the landslide rendered the Griffith home uninhabitable.

The photographs introduced in this case support the engineering conclusions. Even to the untrained eye, the damage to the Griffith home was extensive. Of particular note was the exposure of the concrete footers for the eastern part of the Griffith home and the concomitant rupturing of the structural supports in other parts of the house due to its shifting. An entire brick wall on the east side of the home was compromised beyond repair. An ominous fault line exists along the length of the property as a reminder of the continual instability on the Griffiths property.

Unquestionably, the landslide destroyed the Griffith home. In its aftermath condition as well as its proximity to an unstable ravine bank along the entire east boundary where storm water from the entire Subdivision continues to flow, the future residential use of the Griffith property has been substantially, if not entirely, taken as a matter of common sense and safety.

Accordingly, as a factual matter, there are exceptional circumstances which substantially deprive the Griffiths of the residential use of their property.

II) Griffiths' damages resulted from the Township's Actions.

The Township asserts as a matter of law there was not a *de facto* taking because there was not an actual, intentional exercise of its eminent domain power. Separately, the Township maintains there is no evidence the Township took any action that deprived the Griffiths of the residential use of their home or property. The Township characterizes its role as merely ministerial.

In support of its contentions, the Township primarily relies on *Moore v. Department of Environmental Resources*, 660 A.2d 677 (Pa. Cmwlth. 1995), a case factually distinct from the instant case. As the *Moore* Court described it, "(t)he only issue before us, which we decide adversely to Moore, is whether DER, for a closed period of time, took the oil and gas estate of Moore. We neither decide nor express any opinion herein as to whether Moore has an action, or the nature thereof, against DER and/or its lessee for its asserted ownership of the subject property." *Id.*, 660 A.2d at 686. Moore's claim for a *de facto* taking was based on an erroneous assertion by the Pa. D.E.R. that it owned the oil and gas estate under Moore's property from October 3, 1979 to October 30, 1984, when the D.E.R. conceded that it did not own this estate. The Commonwealth Court found that Moore's claim did not relate to any statutory or regulatory authority of the D.E.R. This holding has no bearing on the facts of this case.

However, the above holding is consistent with the provisions of Pennsylvania's Eminent Domain Code, wherein a "Condemnor" is defined as the acquiring agency "that takes, injures or destroys property by authority of law for a public purpose." 26 Pa. C.S.A. 103. (Emphasis added.). While the D.E.R. had no legal authority for its unilateral declaration of ownership of Moore's oil and gas rights, the Township herein was acting under the "authority of law" granted to it by its various ordinances and/or by several state laws. The Township had the authority to review, place conditions on, demand changes to, refuse the approval and/or ownership of the storm water system within the Subdivision.

The Township correctly points out that it did not exercise its eminent domain power in this case. This is a meaningless point because the Township did not have to exercise its eminent domain power; the developer was willing to grant ownership of the storm water system to the Township once all of the Township's conditions were met. The time and expense of formal eminent domain litigation was avoided. Yet the end result is the same because the Township has ownership of the Subdivision's storm water system for a public purpose.

What matters is that the Township is "clothed" with the power of eminent domain. *Griggs v. Allegheny County*, 402 Pa. 411, 168 A.2d 123 (1961), *reversed on other grounds*, 369 U.S. 84, 82 S.Ct. 531, 7 L.Ed.2d 585 (1962); *Conroy-Prugh Glass Company, supra*. The Township does not have to actually exercise its power to condemn for a *de facto* taking to

occur. The Eminent Domain Code recognizes that a *de facto* taking claim does not require the actual exercise of eminent domain power. Specifically, the statute prescribes the contents for a Petition for Appointment of Viewers when no declaration of taking was filed. 26 P.S.A. 502(c)(sub-titled “**Condemnation where no declaration of taking has been filed.**”).

The *Moore* case, relied upon by the Township, stated: “(w)hile it is true that the actual exercise of eminent domain is not a requisite to a *de facto* taking, where *de facto* takings have been found, either physical intrusion or the imminence or inevitability of condemnation, as that term is statutorily defined, has been an essential element.” *Id.*, 660 A.2d at 681.

As the *Moore* Court observed, a physical intrusion onto the condemnees’ property has been a basis for finding a *de facto* taking occurred. There is no factual dispute that the September 9, 2013 landslide was a physical intrusion onto the Griffiths’ property with direct and immediate consequences to them.

The question becomes what role the Township played in the physical intrusion onto the Griffiths’ property. The Township tries to distance itself from the landslide by painting its role as that of a rubber stamp.

Contrary to the Township’s portrayal, it was not acting in a ministerial manner during the lengthy process of bringing the Subdivision to legal fruition. This is not a case of a government entity doing a mandatory act without any discretion. Over the course of twenty-one years, from 1966 through 1987, the Township was intentionally and actively engaged in the planning and approval of the storm water systems for the entire Subdivision.

The Township’s involvement began on March 11, 1966 when the Griswolds applied for approval of the preliminary plot plan for Section 1 of the Subdivision. On April 28, 1966, the Township conditionally approved the Section 1 plans and entered into an Articles of Agreement with the Griswolds. The terms of this Agreement clearly define the central role played by the Township in the development of the Subdivision.

Among the provisions of the Articles of Agreement were the following:

1. “...the Board of Supervisors of Millcreek Township have required as a condition of their approval that certain construction work be done by Owner as herein set forth...”
2. “Owner will construct all roads shown on said Plan and provide adequate drainage thereforin compliance with standard specifications heretofore adopted by the Board of Supervisors of the Township.”
3. “All work in connection with the construction of said improvements shall be subject to inspection from time to time by the Township Engineer ...and all of said work shall be completed to the satisfaction of said Engineer...”
4. “When all of the work set forth in this Agreement to be done by the Owner shall be fully performed by him, and the Township Engineer, or other duly authorized person, shall issue his final certificate that said work has been completed in accordance with the Ordinance of this Township, the Township will accept dedication of such roads, drainage facilities and other improvements as shown on said Plan...”

Joint Stipulation of Facts, Paragraph 11.

On April 18, 1966, the Griswolds executed the No. 1 Plot Plan, declaring in part that they “hereby dedicate forever for public use for highway purposes all the streets, roads, drives, lanes and other public highways and drainage easements shown on this plan with the same force and effect as if the same had been opened or taken through legal proceedings...”. As a result, the drainage easements and storm water system for Section 1 were dedicated for the public’s use without the necessity of the Township exercising its eminent domain power. The Township accepted this dedication on May 2, 1966.

The storm water system, as dedicated by the Griswolds and accepted by the Township, collected storm water from Elizabeth Lane and parts of Tramarlac Lane and transported it via the 36-inch pipe into the ravine in Easement 1, adjacent to what later became the Griffiths’ property. On May 4, 1966, the Township by letter informed the Griswolds to install additional storm water inlets at the northerly end of Elizabeth Lane.

The Griswolds next proceeded with the plans for Section 2. On April 30, 1975, the Griswolds applied to the Township for final approval of Lot 12. Unconditional approval for Lot 12 was granted by the Township on June 23, 1975. The storm water plan for Lot 12 was to transport storm water collected from it to the ravine in Easement 1.

Shortly thereafter, the plans unfolded for the approval of Sections 3-6. On February 25, 1976, the Griswolds applied for approval of what became known as the “1976 No. 3 Plans” for the development of Section 3. These plans created Lots 13-36 and identified three drainage easements. The first drainage easement is Easement 1, which was then servicing only Section 1.

The second drainage easement depicted in the 1976 No. 3 Plans begins on Saybrook Place and continues along the boundary between Lots 12 and 13 to the mouth of the ravine containing Easement 1. The plans called for the collected storm water to be transported in a 21-inch pipe through an area designated as Easement 2, which then connected to the 36-inch discharge pipe in Easement 1 servicing Section 1, which discharges into the ravine adjacent to the Griffiths’ property.

The third drainage easement starts on Tramarlac Lane, goes through Lot 20, proceeds along the western boundary lines of the Sedimentation Basin Lots 16 and 17, until it ends at Lake Erie. This area is depicted as Easement 3.

These three drainage easements were intended to utilize two discharge points. The first discharge point was the existing one in the ravine known as Easement 1. Collected storm water from Sections 1 and 2 would be directed to discharge from the 36 inch pipe in the Easement 1 ravine.

The second part of the plan created a new discharge point. It started with inlets connected to a 12 to 30 inch pipe extending along Tramarlac Lane to the intersection with Wolf Road, north between Lots 20 and 29 to the Lyme Court. The plans called for the diversion of storm water from Lots 20-29 north along Tramarlac Lane into a 30 inch pipe located within Easement 3, with a discharge point at the south end of an identified sedimentation basin close to the bluff above Lake Erie. This discharge point would have been west of the Easement 1 discharge point and consistent with the natural flow of storm water from these properties.

On April 28, 1976, the Township Supervisors approved the 1976 No. 3 Plans. Among the conditions of this approval was the requirement the Griswolds provide a copy of the Soil Erosion and Sedimentation Plan as mandated by the Pennsylvania Department of

Environmental Resources. In late June, 1976, the Griswolds provided a copy of the Soil Erosion and Sedimentation Plan which called for the storm water to be discharged into the two different discharge areas identified in the 1976 No. 3 Plans.

Meanwhile, on December 11, 1977, the Township issued a building permit to Thomas Venable to construct a residence at 5020 Saybrook Place. This residence was subsequently purchased by Richard E. Griffith and is now the subject of this lawsuit. The building permit issued to the Venables noted: "Owner assumes total responsibility for locating dwelling in close proximity to top of ravine." At the time this building permit was issued, the only storm water being discharged into the ravine came from Section 1. There is no evidence the building permit was recorded at the Erie County Recorder's Office. Nor is there evidence the Griffiths were aware of this language in the building permit.

What occurred thereafter was a series of significant changes to the 1976 No. 3 Plans. There were a host of reconfigurations of plots, lots, streets, easements, drainage areas and a discharge point. What became known as the "1978 No. 3 Plans" materially changed the storm water system and had a direct impact on the reasons why the September 9, 2013 landslide occurred on the Griffith property.

The most drastic change was the elimination of Easement No. 3 and the discharge point for storm water into the sedimentation basin. All of the storm water that was intended to be discharged within Easement No. 3 instead got diverted into larger pipes that ultimately got discharged through the 42-inch pipe in Easement 1. All of the storm water collected from Lyme Court and part of Tamarlac Lane from Wolf Road north to Lot 20 is carried from a 36-inch pipe to the east, then north through a 42-inch pipe connecting to what was originally a 21-inch pipe but now doubled to a 42-inch pipe in Easement No. 2, which then connects to the 42-inch pipe that empties above the 36-inch pipe at the mouth of the ravine in Easement 1.

Following a series of communications between the Griswolds and the Township involving the approval of 1978 No. 3 Plans and the creation and reduction of bond requirements, on March 15, 1979, the Griswolds and the Township entered into another Articles of Agreement based on the 1978 No. 3 Plans.

Like their April 28, 1966 Articles of Agreement, the parties agreed to the same language conditioning the Township's final approval of the 1978 No. 3 Plans upon the Griswolds satisfaction of the construction work required by the Township; that the Township Engineer shall inspect the construction work periodically to ensure that all work was completed to his satisfaction; and the Township Engineer was to certify the Griswold's work was completed in accordance with the Township's Ordinance before the Township would accept the dedication of the improvements.

On December 6, 1978, the Griswolds dedicated the 1978 No. 3 Plans to the public, including the storm water system with just one discharge point in the Easement 1 ravine. On March 16, 1979, the Township Supervisors officially accepted this dedication.

In subsequent years, the Township went through the same process to review, inspect and approve the creation and implementation of Sections 4-6 of the Subdivision. All of these plans included a storm water system that collected storm water from the west and south of Easement 1 and instead of discharging it at a northern point consistent with its natural flow toward Lake Erie, diverted it through bigger pipes to ultimately discharge through the 42-inch pipe in the ravine in Easement 1.

Notably, there is no record of the Township requiring a second, updated Soil Erosion and Sedimentation Plan reflecting the impact on Easement No. 1 from the increased volume of storm water diverted from the entire Subdivision.

There were at least two occasions when the Township had to act on a drainage problem. In the first instance, the Township advised the Griswolds in June, 1982, that all sump pump lines must discharge directly into the storm pipes or inlets and not onto the surface of the streets.

The Township had to take action the next year on another storm water issue. By letter dated November 4, 1983, the Township informed the Griswolds, *inter alia*, that the energy dissipater at the discharge end of the storm sewer within Easement No. 2 needed to be installed. This dissipater should have been located below the 42-inch pipe in Easement 2. There is no record of whether it was ever installed, although the bond securing such work was subsequently released.

On September 14, 1987, the Township accepted the last of the dedications of the storm water system for the Subdivision. The transition process begun on May 2, 1966 when the Township accepted ownership of the storm water system for Section 1 ended on September 14, 1987 with the acceptance of ownership of the storm water system for Section 6. Since then, the Township has owned and had the responsibility to maintain all of the storm water system for the entire Subdivision knowing that it discharges into the ravine in Easement 1 adjacent to the Griffiths' property.

As this history reflects, at all times the Township possessed the discretionary power to prescribe what conditions the Griswolds needed to complete to secure the Township's approval of the Subdivision's storm water system. The Township continually exercised its discretion whether to grant preliminary approval of submitted plans and whether to impose conditions the Griswolds must meet. In fact, the Township imposed a variety of conditions over the years and required the Griswolds to purchase a bond to secure their performance of those conditions. The Township Engineer had the authority to inspect the developer's work. The Township Engineer had discretion when and whether to certify the work of the developer as compliant with the Township's conditions. Without the Township's exercise of its discretionary approval power, the Griswolds could not have implemented the storm water system that was the primary cause of the September 9, 2013 landslide.

The Township was not a passive observer when a developer of prime residential land within its borders planned and implemented a series of residential developments over three decades. As required by state law and/or its own ordinances, the Township was actively engaged in the planning, implementation, maintenance and ownership of the storm water system for the Griswold residential developments.

Thus, the Township's attempt to portray its actions as ministerial is simply inaccurate. To the contrary, the Township was acting within its discretionary "authority of law" and thus satisfies the statutory definition of a Condemnor.

III) The Landslide Was A Direct, Immediate And Unavoidable Consequence Of The Township's Actions

The Township denies that it did any act that caused harm to the Griffiths. Instead, the Township fingers the Griswolds as the culprits; after all, it was the Griswolds who did all of the planning and construction work for the Subdivision and profited therefrom. The

Township argues there is no evidence of its intent to harm the Griswolds. The Township denies any negligence; even if negligence existed, it cannot be the basis for a claim of a *de facto* taking.

These arguments require blinders for the Township's role in the massive diversion of storm water in this case. The culprit in this case is not the Griswolds, it is the Township's proactive role in the diversion of storm water that dramatically changed the normal flow and manner of storm water coming into the ravine in Easement 1.

The powerful impact of storm water flow has been a frequent subject of condemnation litigation. Noteworthy is this observation by the Commonwealth Court:

The law of surface waters basically states, water must flow as it wont to flow. Thus, it is clear that only where water is diverted from its natural channel or where it is unreasonably and unnecessarily changed in quantity or quality has the lower owner received an injury.

Snap-Tite, Inc. v. Millcreek Township, 811 A.2d 1101, 1106 (Pa. Cmwlth. 2002).

The *Snap-Tite* Court concluded by quoting from *Torrey v. City of Scranton*, 19 A. 351 (Pa. 1890): "There is no liability on the part of a municipal corporation for the flooding of private property from the inadequacy of gutters, drains, culverts, or sewers *as long as the municipality has not diverted water from its natural flow.*" *Snap-Tite, Inc. at p. 1106. (Emphasis in original).*

The Subdivision is situated within a watershed where all storm water naturally flows toward Lake Erie. Prior to the development of the Subdivision, the storm water would flow in a diffuse path of least resistance toward Lake Erie.

The Subdivision consists of roughly 90 total acres of drainage area. The storm water from only the eastern part of the 90 acres naturally flowed toward the ravine in what became Easement No. 1. Importantly, the drainage capacity for the ravine in Easement No. 1 was analyzed by Steven R. Halmi, a professional engineer. He concluded there was "a significant increase in the total drainage area to the ravine from a historic, pre-development drainage area of about 39.5 acres to an actual, post-development drainage area of about 89.9 acres." *Joint Stipulation, Paragraph 109(c)*. He also concluded "that the peak rate of run-off to the ravine is more than double that which existed prior to the development of the streets and supporting storm sewer infrastructure." *Id.*

The engineering report by R. A. Smith offered this concurrence: "The drainage area and total peak rates of run off have doubled as result of development with the total flow directed to the ravine due to the residential development." What is catchy about this last comment is the inference that the developer may have increased the area for development by eliminating land for drainage, which may explain the elimination of Easement 3 and a second discharge point from the 1976 No. 3 Plans.

When Section 1 was developed and approved, its storm water system led to the discharge of water in a direction it likely flowed before, into the ravine within Easement No. 1. However, this storm water moved now in a different form. Instead of travelling in a diffuse pattern through the 39.5 acres, the storm water came in a concentrated force as it discharged through the 36-inch pipe from an elevated position. As a matter of common sense, the increased

volume and concentrated flow of storm water created a more powerful force for the erosion of the ravine bank than otherwise would have occurred.

What happened after the development of Section 1 is equally troubling. In 1975, as part of the storm water plan for Section 2, Easement No. 2 was created to receive storm water from Lot 12. Easement No. 2 started at a "Future Street" which later became Saybrook Place. This easement starts at Saybrook Place and runs along the north border of Lot 12 until it connects with Easement No. 1 at the mouth of the ravine. Originally, there was going to be a 21-inch pipe running through Easement 2 into the 36-inch pipe which discharges into Easement 1. With the subsequent development of the remaining Sections, the 21-inch pipe was replaced by a 42 inch pipe, thereby doubling the pipe capacity of the concentrated flow of storm water flowing from Sections 3 to 6 into the Easement 1 ravine.

The next developments were likely the tipping point for storm water flow into the ravine in Easement 1. The year after Section 2 was approved, the Griswolds presented the 1976 No. 3 Plans for the development of Lots 13-36, located to the west and north of Section 1. Astutely, the 1976 No. 3 Plans created Easement 3, which was a new drainage area along the bank of Lake Erie to the west of Easement 1. The discharge point was at the southern end of a sedimentation basin. The location of this discharge point is in the direction the storm water from Lots 13-36 would naturally flow.

By 1978 the 1976 No. 3 Plans were significantly changed. As presented to the Township for approval, the 1978 No. 3 Plans eliminated Easement 3. Unlike the 1976 No. 3 Plans, the storm water system for Section 3 was changed to direct all of the storm water collected from Lots 13-36 eastwardly, connecting to a 42-inch pipe in Easement 2 which discharges above the 36-inch pipe in the ravine in Easement 1. This would not have been the direction the storm water would have naturally flowed from Lots 13-36.

The problem was compounded when the development of the lots for Sections 4 to 6 had approved storm water systems that did the same thing. The result is that since the mid- 1980s, the storm water systems for all six Sections of the Subdivision diverts storm water to the ravine in Easement 1. At a minimum, the storm water from roughly fifty of the Subdivision's ninety acres is getting diverted from its natural direction of flow. The result, as calculated by the engineers, is that the natural drainage area within the ravine receives double its normal amount of natural flow. This flow was also in a concentrated, forceful form discharged from two elevated positions.

The Township was inextricably involved in the diversion of storm water from its natural course and drainage area to another area where it would not naturally flow. The Township embraced a central role in the process that altered the original storm water plans from two discharge points to one discharge point in the Easement 1 ravine.

The Township's actions were intentional, purposeful and deliberate. The Township set the conditions the Griswolds had to meet for the Township's final approval. The Township Supervisors oversaw and approved all phases of the Griswold developments, ending with Township ownership of the storm water system. These events were not a single instance of benign action by the Township, nor an aberration from an otherwise sensible drainage plan. The Township's conduct cannot be described as accidental or unintentional. Instead, there was a public purpose driving the Township's decisions at all times.

The Township's attempt to cast the burden on the Griffiths to prove that it intended to

harm them is an inaccurate statement of the law. The Township does not cite any authority for the proposition the landowner must establish that government officials intended to cause harm to the landowner by the taking of their property without filing a declaration of taking.

This is also not a case of a mere negligence claim against the Township. Instead, the facts herein show a government entity, clothed with the power of eminent domain and acting within its legal authority, engaged in a course of conduct that substantially deprived a landowner of the residential use of their property. In re: *Crosstown Expressway Appeal*, 281 A.2d 909 (Pa. Cmwlth. 1971).

The case *sub judice* has several similarities to the facts of *Greger v. Canton Twp.*, 399 A.2d 138 (Pa. Cmwlth. 1979). The Gregers claimed a *de facto* taking of their property because of an overflow of sewage effluent from undersized septic tanks approved by Canton Township. The Gregers also faulted the municipality for failure to take proper measures to prevent the flow of sewage on adjoining properties and public streets. The Greger Court held: “where the evidence shows that the flooding of land and buildings is the direct and necessary consequence of the Township’s drainage plan, even though the subject property may have been under a servitude of receiving natural drainage, there is a *de facto* taking by the Township.” *Id.*, p. 140 citing *Hereda v. Lower Burrell Twp.*, 48 A.2d 83 (Pa. Super. 1946).

In *Hereda, supra*, the Superior Court affirmed a *de facto* taking when the drainage system installed by Lower Burrell Township caused excessive water and sewer to flow onto the Hereda property. In an often-cited holding, the *Hereda* Court reasoned: “By appellant’s act the water and sewage were accumulated and diverted in bulk into an artificial conduit and a channel and then discharged in volume on plaintiff’s land where it would not otherwise have been discharged. Appellant was liable for the resulting injury, although the plaintiffs were under servitude of receiving the natural drainage.” *Hereda*, at p. 84.

Another relevant situation occurred in *Central Bucks Joint School Building Authority v. Rawls*, 303 A.2d. 863 (Pa. Cmwlth. 1973). The Central Bucks Building Authority constructed a sewer line which emptied into a stream that flowed across the Rawls property. Among the problems this caused was an increase in the volume of effluent discharged onto the Rawls property and the erosion of the stream banks. In finding a *de facto* taking occurred, the dispositive facts were that a government entity had by a course of conduct caused water and sewage to be accumulated and diverted in bulk where it otherwise would not have flowed.

Like the Gregers, Heredas and the Rawls, the Griffiths were in a position of servitude to the Township by virtue of Easements 1 and 2. However, the Griffiths’ servitude does not entitle or empower the Township to approve, own and maintain a storm water system that resulted in the landslide on the Griffiths’ property. The Griffiths’ receipt of an increased, diverted and concentrated flow of storm water caused by the Township’s drainage system, the bulk of which would have naturally flowed elsewhere, supports their claim of a *de facto* taking.

The problems created by the intentional diversion of the Subdivision’s storm water were exacerbated by the failure of the Township to reduce the man-made, exponential increase in the erosion factors affecting the ravine in Easement 1.

The pictures introduced into evidence of the placement of these two storm water pipes explain why the Griffiths’ bank collapsed. The 36 inch pipe, which draws from the properties within Sections 1 and 2, sits one or two feet above the bottom of the ravine. The 42-inch

pipe, which services the remainder of the Subdivision, is situated directly above the 36-inch pipe at a distance of some four feet above the bottom of the ravine. Both pipes have an open flow of water descending from these elevated positions directly onto the ground.

According to the observations of Steven R. Halmi, a professional engineer, “(t)here are no headwalls, wingwalls or outlet protection at the end of the pipes. Water from these two pipes cascades directly onto the hard clay bottom of the ravine.” *Report of Steven R. Halmi, P.E., November 13, 2014 as reported in Joint Stipulation, Para. 104.* According to the R.A. Smith Report, “Water continually discharges into the Ravine from the Storm Water System, even when a significant rainfall event has not occurred for some time.” *Joint Stipulation, Para. 107(e).*

Because the storm water discharged from these two pipes does not permeate the hard clay bottom of the ravine, it moves across the land surface with the flow of gravity. Unfortunately, both pipes are aimed directly at the west bank of the ravine at a point where the collapse of the eastern part of the Griffiths’ property occurred. It is unclear from the record why the pipes were not run farther down the ravine to discharge at point closer to Lake Erie thereby avoiding the impact on the Griffith bank.

Separately, it is unclear from the record why the storm water plans as approved by the Township did not include any measures to dissipate the energy of this increased flow of water dropping continually on the ground. Simple measures such as the placement of rip rap rock and/or erosion landscaping should have been implemented.

There is nothing in the record evidencing any attempt by the Township to study the impact of the diversion of so much storm water into the Easement 1 ravine from all parts of the Subdivision. In 1976, the Township required a Soil Erosion and Sedimentation Plan studying the impact of discharging storm water into two different discharge areas. Yet when the Township approved a plan eliminating the second discharge area and diverting all of the Subdivision’s storm water into Easement 1, there is no evidence that a study was done to determine the impact on the soils of the ravine bordering the Griffiths property.

In sum, the Township assumed ownership and maintenance responsibilities of Easement 1 in 1966. The Township has a responsibility to maintain the storm water system in a manner that would not deprive neighboring owners of the beneficial use of their properties. Not only was the Township instrumental in doubling the amount of storm water discharging through the two pipes in Easement 1, there was nothing done to reduce its impact on the surrounding property.

The overwhelming weight of the engineering evidence is that the Township’s storm water system within the Subdivision was the primary cause of accelerated erosion of the west ravine bank along the eastern border of the Griffiths’ property.

According to the R.A. Smith Report: “the lack of maintenance within the ravine and lack of energy dissipation (placement of rip rap/rock) is a direct correlation to the erosion of the ravine slopes and the significant contributor to the September 2013 landslide that caused severe damage to the Griffith residence at 5020 Saybrook Place.” *Joint Stipulation, Para. 108.*

Separately, the September 30, 2013 engineering report of Jerome D. Paulick, P.E., agreed: “I concur with this opinion and believe that this water discharging from the culverts accelerated the erosive condition (in the Ravine) that lead to the collapse of soil in the ravine, causing severe damage to the Griffith residence.” *Joint Stipulation, Para. 109(a).*

The August 22, 2014 report from Patrick E. Gallagher, P.E., says he does not agree yet his conclusions are consistent with the R.A. Smith and Paulick reports: "I do not concur with this opinion and add that pipe flow concentrates total flow with increased flow rates and produces higher flow velocities causing accelerated erosion at the pipe outfalls. This location within the ravine contains two separate storm or culvert systems that carry greater volumes of flow at higher flow velocities from the developed watersheds." *Joint Stipulation, Para. 109(b)*. To the extent that Gallagher attempts to limit the accelerated erosion to the area of the pipe outfalls, his conclusion is not credible.

What is credible is the final analysis within the R.A. Smith report:

Based on my review of information as documented herein, observations of site conditions at the time of my visit of the property on October 17, 2017 and hydraulic calculations performed it is my professional opinion that the storm water discharges associated with the 36-inch and 42-inch diameter storm pipes caused accelerated erosion with the ravine as flow has been directed toward the west bank. The drainage area and total peak rates of run off have doubled as a result of development with the total flow directed to the ravine due to the residential development. The varied quantity of flows, duration of flows, and velocity of flows from these storm pipes has caused erosion and the removal of supporting soils that undercut the top of the slope along the western ravine and was the main cause of the landslide.

As noted, this prolonged exposure to the ravine and supporting soils by this discharge, was further impacted with the lack of energy dissipation such as the placement of adequately sized rip rap rock, and maintenance of these two outfalls.

Ownership and maintenance responsibilities of the storm water infrastructure belong to Millcreek Township, Erie County, PA.

Plaintiffs-Comdemnees' Joint Stipulation of Facts, p. 30, March 21, 2018.

The diversion of storm water within the Subdivision was the result of the purposeful, intentional and deliberative actions taken by the Township over the course of twenty-one years. The damages suffered by the Griffiths were the direct, immediate, necessary and unavoidable consequence of the exercise of the Township's authority in law.

The problems created by the diversion of storm water were compounded by the repeated approval by the Township of storm water plans that allowed the two storm pipes to empty prematurely, fall precipitously, proceed without dissipation and unnecessarily accelerate the erosion of the west bank of the ravine in Easement 1.

The Griffiths have established exceptional circumstances that rendered their home uninhabitable. The Township has substantially deprived the Griffiths of the beneficial use of their property as a residence by creating circumstances that preclude the future use of the property as a residence.

IV) The Griffiths' Petition was within the Statute of Limitations.

The Township relies on *Florek v. Commonwealth, Dep't of Transp.*, 493 A.2d 133 (Pa.

Cmwlth. 1984) for two propositions. First, the Township contends any claim for a *de facto* taking belongs to the Griffiths' predecessor in title, the Venables, who were the owners at the time the alleged taking occurred. As the Griffiths were a subsequent owner, the Township contends they were on notice of the drainage easements in favor of the Township and cannot assert a claim for a *de facto* taking.

Assuming arguendo the Griffiths are not barred as a subsequent owner from asserting a claim, the Township argues the Griffiths' Petition was not filed within any applicable statute of limitations.

The Township's arguments and reliance on *Florek, supra*, are unpersuasive. *Florek* has been disregarded more often than followed by other appellate panels.

The Township's two arguments are resolved by a determination of when the taking occurred. The Pennsylvania Supreme Court has held that a "limitation upon an owner's right to claim damages in condemnation cannot begin to run until he has had notice, actual or constructive, that his property has been condemned." *Strong Appeal*, 400 Pa. 51, 161 A.2d 380, 384 (1960). This holding makes constitutional sense, as otherwise a government entity could covertly take private property without due process notice to the injured landowner.

In *Lando v. Urban Redevelopment Authority of Pittsburgh*, 411 A.2d 1274 (Pa. Cmwlth. 1980), the Commonwealth Court adopted the trial court's reasoning "that the date of the injury and the date of the *de facto* taking are co-incident, otherwise a *de facto* taking would have no legal significance." 411 A.2d at 1276.

Citing these two precedents, the Commonwealth Court in *Appeal of Krauss*, 618 A.2d 1070 (Pa. Cmwlth. 1992), recognized the right of a landowner to receive condemnation damages caused by a water pipeline that was installed prior to the condemnee's ownership of the property. "Thus, we are of the opinion that the Krausses have stated a claim for condemnation damages and the fact that they did not hold title to the land when the pipeline was installed is not a defense to this action." *Id.*, pp. 1073-1074.

In *Greger v. Canton Twp., supra*, the landowners were permitted to make a *de facto* taking claim despite the fact the Pennsylvania Department of Transportation installed the catch basin and culverts in question prior to the landowners taking title.

The same logic applies to the Griffiths. When the Griffiths took title to the property, they were on notice that the Township had two drainage easements on their property. It is also true that the two drainage pipes were in place. However, there is no evidence the Griffiths were aware that the storm water system approved and owned by the Township was going to cause a massive landslide on September 9, 2013 severely damaging their home such that it is uninhabitable.

The Township imputes upon the Griffiths' knowledge that the landslide was a foreseeable event. The Township argues the Griffiths cannot assert a claim after the landslide occurs. The problem with this reasoning is that if the landslide was a foreseeable event for the Griffiths, it was surely a foreseeable event for the Township. Any knowledge the Griffiths possessed about the problems posed by the storm water system was equally possessed by the Township. It was the responsibility of the Township, not the Griffiths, to take measures to ensure the landslide did not occur.¹

¹ To extend the Township's argument means the Griffiths needed to file a pre-emptive *de facto* taking claim prior to the landslide. However, the Griffiths could not do so because there were no damages known to them at that time and thus no taking.

The Township had the legal authority under its eminent domain powers to take any action necessary to maintain or repair the storm water system, including the power to take property from the Griffiths by a *de jure* filing. The Township's failure to do so left the Griffiths with little recourse but to file a claim for a *de facto* taking.

In *Erie Municipal Airport Authority v. Agostini*, 561 A.2d 1281 (Pa. Cmwlth. 1989), *petitions for allowance of appeal denied*, 575 A.2d 116 (Pa. 1990), the Commonwealth Court held that a *de facto* taking occurs "when the activities of the condemner substantially deprive property owners of the beneficial use and enjoyment of their property." *Id.*, 561 A.2d at 1284. *See also Allegheny County Appeal*, 437 A.2d 795 (Pa. Cmwlth. 1981).

Herein, it is uncontroverted the activities of the Township did not deprive the Griffiths of the residential use of their property until September 9, 2013. Therefore, the Griffiths had no claim for a *de facto* taking until that date.

A similar result was reached in *Faleski v. Com., Dept. of Transp.*, 633 A.2d 1308 (Pa. Cmwlth. 1993). In constructing Pennsylvania Route 378 in 1964 through 1967, the Pennsylvania Department of Transportation and the City of Bethlehem raised the grade of the road surfaces and installed a storm water drainage system at the intersection of two streets in the City of Bethlehem. In August of 1982, water and debris caused flooding, damaging the Faleski's neighboring property. Flooding occurred at least three times thereafter. On July 29, 1988, the Faleski's filed a Petition for a *de facto* taking. Among the Defendants' Preliminary Objections was the Faleskis' claim was barred by the statute of limitations. The Commonwealth Court disagreed: "the Faleskis' Petition is not precluded by the six year statute of limitations and that the statute of limitations commenced when the first flooding occurred, in August of 1982..." *Id.*, 633 A.2d. at 1311.

Inherent within this result is that the Faleskis were not on notice of their possible claim despite their knowledge of the road grading and drainage system installation done in the late 1960s. The Faleskis understandably assumed the Commonwealth and the City properly designed and maintained the storm water system at the intersection of two streets. It was not until the first flooding occurred that the Faleskis could claim they were deprived of the beneficial use of their property.

Like the floods that swamped the Faleskis, the Griffiths were not on notice of the September 9, 2013 landslide prior to its occurrence. The Griffiths reasonably believed the Township had approved an appropriate storm water system and after taking ownership of the system, would properly maintain it to prevent damage to neighboring properties at all times.

In sum, the statute of limitations did not begin to run in 1966 when the Township became actively involved in the oversight and approval of the Subdivision storm water system. The statute of limitations did not begin to run in 1987 when the Township completed its ownership of the storm water system for the entire Subdivision. Nor did the statute of limitations begin to run in 1992 when Richard Griffith took ownership or on August 3, 2006 when Noreen Griffith became an owner. The Griffiths enjoyed the residential use of their property until the landslide occurred and thus had no prior basis for a *de facto* claim.

The applicable statute of limitations herein is six years. 42 Pa.C.S.A. 5527(a)(2). It commenced on September 9, 2013 and had not expired when the Griffiths filed this lawsuit.

CONCLUSION

The Griffiths have met their burden of proving that a *de facto* taking occurred. The Township has the power of eminent domain. There are exceptional circumstances that substantially deprived the Griffiths of the residential use and enjoyment of their property. The damages to the Griffiths' property interest were the immediate, necessary and unavoidable consequence of the Township's course of conduct acting under its legal authority. The Township's conduct was also intentional, deliberative and purposeful. The Griffiths' Petition was timely filed.

BY THE COURT

/s/ William R. Cunningham, Judge

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

Case No. 18-10578-TPA

Chapter 11

IN RE: INDUSTRIAL STEEL & PIPE SUPPLY COMPANY, Debtor

**NOTICE OF HEARING ON
MOTION TO SELL AT PUBLIC
SALE, FREE AND DIVESTED
OF LIENS**

To the creditors and parties in interest of the above named Debtor:

NOTICE IS HEREBY GIVEN THAT *Industrial Steel & Pipe Supply Company, Debtor*, has filed a *Motion for Public Auction Sale* of the Debtor's personal property, including the following property:

shop equipment, inventory, office furniture, office equipment and vehicles, including but not limited to tools, grinders, scales, threaders, saws, welders, forklifts, skid steer, 2007 Chevy pick-up truck and 1999 Ford flat-bed truck, which are more fully described in the list of property attached to the Motion, selling the property described above to the highest bidder, piecemeal or in bulk, on *August 28, 2018* at the current location of the subject property at *180 Environmental Drive, St. Marys, Pennsylvania 15857*.

On or before July 30, 2018, any *Preliminary Objection* to the auction sale shall be filed with the Bankruptcy Court, U.S. Courthouse, Room B160, 17 South Park Row, Erie, Pennsylvania 16501, with a copy served on all interested parties. A hearing on permission to conduct the auction sale is scheduled for *August 9, 2018 at 11:30 A.M.*, before Judge Thomas P. Agresti in the Bankruptcy Courtroom, U.S. Courthouse, Room B160, 17 South Park Row, Erie, Pennsylvania 16501, at which time Objections to said sale will be heard.

Arrangements for inspection prior to said sale hearing may be made with: Guy C. Fustine, Esquire
Attorney for Debtor
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street

Erie, PA 16501
(814) 459-2800
gustine@kmgslaw.com

July 20

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

Case No. 18-10578-TPA

Chapter 11

IN RE: INDUSTRIAL STEEL & PIPE SUPPLY COMPANY, Debtor

**NOTICE OF HEARING ON
DEBTOR'S MOTION TO SELL
REAL ESTATE AND RELATED
PERSONAL PROPERTY BY
PRIVATE SALE FREE AND
DIVESTED OF LIENS**

To the creditors and parties in interest of the above named Debtor:

NOTICE IF HEREBY GIVEN THAT *Industrial Steel & Pipe Supply Company, Debtor*, has filed a Motion to Sell Real Estate and Related Personal Property by Private Sale Free and Divested of Liens for the following property: real estate and improvements located at 180 Environmental Drive, St. Marys, Pennsylvania 15857, in the City of St. Marys and County of Elk, containing approximately 4.3 acres of real estate, a building containing approximately 34,750 square feet, and which includes approximately 5,320 square feet of office space, plus outside storage, more fully described in the Elk County Recorder's Office at DB#2014, PG#1, 167, and related personal property,

to *Allegheny Electric Service, Inc., Attn: Curt R. Brennen, President, 1063 Johnsonburg Road, St. Marys, Pennsylvania 15857, or its assigns, for \$900,000*, allocated as follows: \$750,000 for the real property and improvements and \$150,000 for the personal property (i.e. three installed cranes and the telephone system which are more fully described in the Motion).

On or before July 30, 2018, any *Objection* to the sale shall be filed with the U.S. Bankruptcy Court, U.S. Courthouse, Room B160, 17 South Park Row, Erie, Pennsylvania 16501, with a copy served on all

interested parties.

A hearing is scheduled for *August 9, 2018 at 11:30 A.M.*, before Judge Thomas P. Agresti in the Bankruptcy Courtroom, U.S. Courthouse, Room B160, 17 South Park Row, Erie, Pennsylvania 16501, at which time higher/better offers will be considered and Objections to said sale will be heard.

Arrangements for inspection prior to said sale hearing may be made with:

Guy C. Fustine, Esquire
Attorney for Debtor
Knox McLaughlin Gornall & Sennett, P.C.
120 West Tenth Street
Erie, PA 16501
(814) 459-2800
gustine@kmgslaw.com

July 20

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11786-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Mohammed Al-Bidhawi to Levi White.

The Court has fixed the 23rd day of August, 2018 at 8:45 a.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

July 20

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11758-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Angelina M. Ardillo to Angelina M. Nitkiewicz.

The Court has fixed the 15th day of August, 2018 at 9:15 a.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

July 20

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11803-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Sarah Diane Fromknecht to Sarah Diane Clark.

The Court has fixed the 16th day of August, 2018 at 2:00 p.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

July 20

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11692-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Madison Rane Mioduszewski to Madison Rane Stanton.

The Court has fixed the 9th day of August, 2018 at 3:15 p.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

July 20

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11539-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Daniel John Pushic to Emily Samantha Pushic.

The Court has fixed the 23rd day of July, 2018 at 3:15 p.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

July 20

DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN THAT the shareholders and directors of JAMES AVIATION, INC. a Pennsylvania corporation (the "Corporation"), with a registered address of 2601 West 26th Street, Erie, PA 16506, have approved a plan and proposal that the Corporation voluntarily dissolve, and that the Board of Directors is now engaged in winding up and settling the affairs of

the Corporation under the provisions of Section 1975 of the Pennsylvania Business Corporation Law of 1988, as amended.

KNOX MCCLAUGHLIN GORNALL & SENNETT, P.C.

120 West 10th Street
Erie, PA 16501

Attorneys for James Aviation, Inc.

July 20

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

An application for registration of the fictitious name Erie Ice, 5820 Hickory Knoll Court, Fairview, PA 16415 has been filed in the Department of State at Harrisburg, PA, File Date 06/12/2018 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is Nicole Sambuchino, 5820 Hickory Knoll Court, Fairview, PA 16515.

July 20

FICTITIOUS NAME NOTICE

An application for registration of the fictitious name MOSIER MAILLE AG CONSULTING, 7472 BUFFALO ROAD, HARBORCREEK, PA 16421 has been filed in the Department of State at Harrisburg, PA, File Date 05/14/2018 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is JARED MOSIER, 7472 BUFFALO ROAD, HARBORCREEK, PA 16421.

July 20

INCORPORATION NOTICE

NOTICE is hereby given that JMRM SC Corp. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

July 20

INCORPORATION NOTICE

Notice is hereby given that Nic DiT Trucking & Transport, Inc. has been incorporated as a domestic business corporation under the provisions of the Pennsylvania Business Corporation Law of 1988. Michael A. Agresti, Esquire, 300 State Street, Suite 300, Erie, Pennsylvania 16507.

July 20

INCORPORATION NOTICE

Notice is hereby given that SAVE-A-WATT, LLC. has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

Susmarski Hain & Jiuliantie
 Ronald J. Susmarski, Esq.
 4030 West Lake Road
 Erie, PA 16505

July 20

LEGAL NOTICE

IN THE COURT OF COMMON
 PLEAS OF ERIE COUNTY,
 PENNSYLVANIA
 REGISTER OF WILLS DIVISION
 IN RE ESTATE OF
 EDITH SHALLENBARGER,
 DECEASED
NOTICE OF PETITION TO
 SETTLE INSOLVENT ESTATE

To Children of the Decedent, EDITH SHALLENBARGER, Deceased on August 13, 2003; Gary Shallenbarger, Edward Shallenbarger, Ronald Ackerman, Connie Ackerman, David Ackerman, Albert Ackerman, Robert

Ackerman and George Ackerman and/or their unknown heirs, and any creditors of the Estate of Edith Shallenbarger, Deceased. Notice is hereby given that Mary Patricia Shallenbarger, now by remarriage, Mary Patricia Nigh, Administratrix of the Estate of Edith Shallenbarger, seeks an Order to allow her to finalize this estate by Petition for Settlement of Insolvent Estate. The Petition indicates there are no funds or assets to be distributed to any heirs or creditors of the estate. The Petition for Settlement of an Insolvent Estate shall be presented on Wednesday, August 8, 2018 at 9:00 AM Family Law/Orphan’s Court Motion Court in Courtroom I Room 217 in the Court of Common Pleas of Erie County, Pennsylvania, 140 West Sixth Street, Erie, Pennsylvania 16507. Further information can be obtained by contacting the Estate Attorney, Raymond A. Pagliari, Esquire, 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507, Telephone: (814) 459-4472.

July 20

LEGAL NOTICE

LEGAL NOTICE OF FILING
 OF WRIT OF EXECUTION

Notice is hereby given through publication to **SOLOMON SIMON** and **TAWANNA JOHNSON**: A Writ of Execution has been issued against you in the Court of Common Pleas of Erie County, Pennsylvania

at Docket No. 11677-2014, in the matter of Harold Moore v. Tawanna Johnson and Solomon Simon. There is a judgment against you, and it may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly. The law provides that certain property cannot be taken, and such property is said to be exempt. There is a debtor’s exemption of \$300, and there may be other exemptions that may apply to you.

The subject property of the Writ of Execution is located at **1014 West 22nd Street, Erie, Pennsylvania, bearing Erie County Tax Index No. (19) 60-30-135.**

County Assessed Value: \$43,600.00
 Judgment amount (including costs): \$101,559.25

PLEASE TAKE THIS NOTICE TO THE ATTORNEY OF YOUR CHOICE IN ORDER TO BE PROPERLY ADVISED OF YOUR RIGHTS AND RESPONSIBILITIES IN THIS MATTER. THERE MAY BE REMEDIES OR EXEMPTIONS TO THE EXECUTION THAT YOU MAY BE ENTITLED TO.

Jay R. Stranahan, Esquire
 254 West Sixth Street
 Erie, PA 16507
 (814) 453-5004

July 20

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NOTICE BY
KENNETH J. GAMBLE**

Clerk of Records

**Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the**

Court of Common Pleas of Erie County, Pennsylvania

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Wednesday, July 11, 2018** and confirmed Nisi.

August 22, 2018 is the last day on which Objections may be filed to any of these accounts.

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

<u>2018</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
231.	Cecelia Sereno..... a/k/a Cecelia J. Sereno	Mark S. Plizga, Executor.....	James R. Steadman, Esq.
232.	Ernest L. Allen.....	Elsie Culver, Executrix.....	S. Craig Shamburg, Esq.

KENNETH J. GAMBLE
Clerk of Records
Register of Wills &
Orphans' Court Division

July 20, 27

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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

BARKER, CYNTHIA R., a/k/a CYNTHIA R. CHASE, deceased

Late of the Borough of Girard, County of Erie, State of Pennsylvania
Administrator: Benjamin L. Barker, 183 Oak Tree Drive, Girard, Pennsylvania 16417
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

BEANLAND, HOWARD W., a/k/a HOWARD WILLIAM BEANLAND, deceased

Late of the Township of McKean, County of Erie and Commonwealth of Pennsylvania
Executor: William O. Beanland, c/o Charles D. Agresti, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Charles D. Agresti, Esq., MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

BROOKS, LINDA, deceased

Late of Fairview Township, County of Erie
Executrix: Brittney L. Young
Attorney: Joseph B. Aguglia, Jr., Esquire, 1001 State Street, Suite 303, Erie, PA 16501

CONFER, ANNETTE C., a/k/a ANNETTE CAROL CONFER, deceased

Late of the Township of LeBoeuf, County of Erie and Commonwealth of Pennsylvania
Executrix: Suzanne Russell
Attorney: Kenneth G. Vasil, Esquire, ELDERKIN LAW FIRM, 150 East 8th Street, Erie, PA 16501

ENGESSER, GEORGE, SR., a/k/a GEORGE P. ENGESSER, deceased

Late of the Township of Greene, Commonwealth of Pennsylvania
Executor: George P. Engesser, Jr., c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509
Attorney: Richard A. Vendetti, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

HITES, PATRICIA L., deceased

Late of the Borough of Lake City, County of Erie, State of Pennsylvania
Executrix: Karen M. Hadley, 1255 Cherry Street, Lake City, Pennsylvania 16423
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

MURPHY, MICHAEL C., a/k/a MICHAEL CHARLES MURPHY, deceased

Late of Girard Township, Erie County, Pennsylvania
Co-Administratrices: Diane M. Kestle and Judith L. Murphy, c/o Mary Alfieri Richmond, Esquire, 150 East 8th Street, Floor 1, Erie, PA 16501
Attorney: Mary Alfieri Richmond, Esquire, 150 East 8th Street, Floor 1, Erie, PA 16501

PIANO, NICK CHARLES, a/k/a NICK C. PIANO, a/k/a NICK PIANO, a/k/a NICHOLAS C. PIANO, deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: William R. Piano, c/o VLAHOS LAW FIRM, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508
Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

SPEICE, PAUL F., a/k/a PAUL SPEICE, deceased

Late of the City of Erie, Commonwealth of Pennsylvania
Executor: Patrick Speice, c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509
Attorney: James J. Bruno, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

ZIELONIS, MARY C., deceased

Late of the City of Erie, County of Erie, Pennsylvania
Co-Executors: Caroline T. Zielonis & Dorothy A. Zielonis, 650 Downing Court, Erie, PA 16502
Attorney: None

TRUST NOTICES

Notice is hereby given of the administration of the Trust set forth below. All persons having claims or demands against the decedent are requested to make known the same and all persons indebted to said decedent are required to make payment without delay to the trustees or attorneys named below:

KELLY, HELEN D., deceased

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Successor Trustee: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508
Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

SECOND PUBLICATION

**BROWER, ANTHONY E.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Douglas A. Brower, 304 California Dr., Erie, PA 16505
Attorney: None

**CROSS, NANCY M.,
deceased**

Late of City of Erie, Erie County, Commonwealth of Pennsylvania
Co-Executors: Robert M. Cross and Timothy C. Cross, c/o 120 W. 10th Street, Erie, PA 16501
Attorney: Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West 10th Street, Erie, PA 16501

**FISH, MARY S., a/k/a
MARY FISH,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Executrix: Deborah F. Lane, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**GOODALL, MARGARET A.,
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania
Co-Executors: Carolyn A. Sabolcik & Susan Grace Norris, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508
Attorney: Colleen R. Stumpf, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**GRAHAM, MARGARET M.,
deceased**

Late of the City of Erie, County of Erie, Pennsylvania
Executor: Michael G. Graham, c/o 6350 Meadowrue Lane, Erie, PA 16505-1027
Attorney: Scott E. Miller, Esquire, 6350 Meadowrue Lane, Erie, PA 16505-1027

**KINSELLA, SUZANNE R.,
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania
Executrix: Lynne K. Doyle, 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

**MURDOCK, SHANE I.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Administratrix: Stephanie M. Murdock, 3015 El Corto Way, Erie, PA 16506-1601
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**PANITZKE, CAROL D.,
deceased**

Late of the Township of McKean, County of Erie and Commonwealth of Pennsylvania
Executor: Chris T. Panitzke
Attorney: James H. Richardson, Esquire, ELDERKIN LAW FIRM, 150 East 8th Street, Erie, PA 16501

**PHILLIPS, STELLA R., a/k/a
STELLA PHILLIPS, a/k/a
STELLAROGOFSKYPHILLIPS,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administratrix: Mary Phillips Hecht, 252 Tillbrook Rd., Irwin, PA 15642
Attorney: None

**ROPIECKI, NORBERT F.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Daniel Palkovic, c/o 504 State Street, 3rd Floor, Erie, PA 16501
Attorney: Micheal J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**SINGER, ELSIE J.,
deceased**

Late of the City of Erie, County of Erie
Executor: Nancy J. Grau, 15 Canfield Terrace, Orchard Park, NY 14127
Attorney: John C. Melaragno, Esquire, MELARAGNO, PLACIDI, PARINI & VEITCH, 502 West Seventh Street, Erie, PA 16502

**ZMYSLINSKI, STEPHEN M.,
deceased**

Late of North East Township, Erie County, North East, PA
Executor: Richard Zymslinski, c/o 33 East Main Street, North East, Pennsylvania 16428
Attorney: Robert J. Jeffery, Esq., Knox, McLaughlin, Gornall & Sennett, P.C., 33 East Main Street, North East, Pennsylvania 16428

THIRD PUBLICATION

**ALEKSANDROWICZ,
BERNARD,
deceased**

Late of Township of Millcreek, Erie County, Pennsylvania
Executor: Carol Rodgers, c/o Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507
Attorney: Joseph P. Martone, Esquire, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

FULLER, GLADYS E., a/k/a GLADYS ELIZABETH FULLER, deceased

Late of the Township of McKean, County of Erie and State of Pennsylvania

Executor: Charles W. Fuller, c/o Justin L. Magill, Esq., 821 State Street, Erie, PA 16501

Attorney: Justin L. Magill, Esquire, 821 State Street, Erie, PA 16501

JORDAN, DOROTHY E., deceased

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

Executor: Sharon A. Beezub, 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

MUSCARO, RICHARD M., deceased

Late of Millcreek Township, Erie County, Pennsylvania

Executrix: Janice Lawrence, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501

Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

RASTATTER, LUCILLE V., deceased

Late of Erie County, Erie, PA
Executrix: Marleen L. Bohrer, c/o 33 East Main Street, North East, Pennsylvania 16428

Attorney: Robert J. Jeffery, Esq., Knox, McLaughlin, Gornall & Sennett, P.C., 33 East Main Street, North East, Pennsylvania 16428

SPEIER, WILLIAM F., JR., deceased

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania

Executor: David T. Speier, 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

SPIRINGER, FLORENCE A., deceased

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

Co-Executors: Janice M. Luthringer and Diane L. Wiler, 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

STEWART, THOMAS M., deceased

Late of the Township of Harborcreek, County of Erie, Commonwealth of Pennsylvania
Administrator: Shelley Stewart, c/o The McDonald Group, L.L.P., 456 West 6th Street, Erie, PA 16507-1216

Attorney: Valerie H. Kuntz, Esquire, The McDonald Group, L.L.P., 456 West 6th Street, Erie, PA 16507-1216



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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

NICHOLAS A. MASKREY.....814-451-7033
Erie County District Attorney's Office(f) 814-451-6419
140 West Sixth Street
Erie, PA 16501*nmaskrey@eriecountypa.gov*

MATTHEW B. WACHTER.....814-572-7467
VP Finance & Development
Erie Downtown Development Corporation
417 State Street
Erie, PA 16501*matthew.wachter@erieddc.org*

ATTENTION ALL ATTORNEYS

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